



## FLUVANNA COUNTY BOARD OF SUPERVISORS

### REGULAR MEETING AGENDA

Fluvanna County Library  
214 Commons Blvd, Palmyra, Virginia 22963  
June 15, 2022 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>
A	SUP 22:02 Louisa County – Douglas Miles, Community Development Director
B	ZMP 22:02 Johnston & Co LLC – Douglas Miles, Community Development Director
C	SUP 22:01 Johnston & Co LLC – Douglas Miles, Community Development Director
<b>7</b>	<b>ACTION MATTERS</b>
D	2022 VATI Grant Three-Party Agreement – Eric Dahl, County Administrator
E	Burn Building Project Agreement #2 Amendment With Draper Aden Associates – Donna Allen, Purchasing Officer
F	Motorola Solutions Maintenance Support and Lifecycle Management Purchase Agreement – Donna Allen, Purchasing Officer
<b>7A</b>	<b>APPOINTMENTS</b>
G	Board, Commission, and Committee Appointments – Eric Dahl, County Administrator
<b>8</b>	<b>PRESENTATIONS</b> (normally not to exceed 10 minutes each)
H	Regional Transit Vision Plan – TJPDC – Lucinda Shannon, Senior Regional Planner, Thomas Jefferson Regional Planning District Commission
I	Firefly Broadband Update – Galen Creekmore, Key Accounts and Member Engagement Representative, Central Virginia Electric Cooperative
<b>9</b>	<b>CONSENT AGENDA</b>
J	Minutes of June 1, 2022 – Caitlin Solis, Clerk to the Board
K	Sheriff's Office Firing Range Improvements Funding – Tori Melton, Acting Finance Director
L	Pleasant Grove Park Light Poles/Fixtures Donation from UVA – Tori Melton, Acting Finance Director
M	Accounts Payable Report for May 2022 – Tori Melton, Acting Finance Director
N	VDOT Smart Scale Round 5 Applications – Douglas Miles, Community Development Director
<b>10</b>	<b>UNFINISHED BUSINESS</b>
	TBD

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**11 – NEW BUSINESS**

TBD

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**12 – PUBLIC COMMENTS #2 (5 minutes each)**

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**13 – CLOSED MEETING**

TBD

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**14 – ADJOURN**

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County Administrator Review

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

## PLEDGE OF ALLEGIANCE

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

## GENERAL RULES OF ORDER

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

## RULES OF PROCEDURE FOR PUBLIC HEARINGS

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

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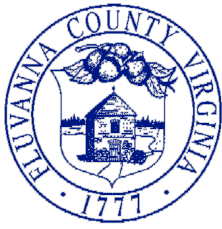


**FLUVANNA COUNTY BOARD OF SUPERVISORS  
AGENDA ITEM STAFF REPORT**

**TAB A**

<b>MEETING DATE:</b>	June 15, 2022				
<b>AGENDA TITLE:</b>	SUP 22:02 Louisa County				
<b>MOTION(s):</b>	I move the Board of Supervisors (Approve/deny/defer) SUP 22:02 Louisa County, a Special Use Permit to allow for major utilities, with respect to Louisa County constructing new public water and sewer lines from Ferncliff to Shannon Hill which will be constructed within the limits of the US Route 250 right-of-way. The subject properties of the request are known as Tax Maps 24-3-2, 24-2-1A4, 24-A-11A, 24-A-11, 24-A-15B, 24-A-GL15 and 24-A-16 along with the two conditions as found within the staff report.				
<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>	Douglas Miles, Community Development Director				
<b>PRESENTER(S):</b>	Douglas Miles, Community Development Director				
<b>RECOMMENDATION:</b>	At its meeting on May 10, 2021, the Planning Commission <b>recommended Approval</b> of SUP 22:02 Louisa County (4-0); Mrs. Murray-Key she moved to recommend Approval and Mr. Lagomarsino seconded. AYES: Bibb, Johnson, Lagomarsino and Murray-Key.				
<b>TIMING:</b>	Normal Public Hearing review process				
<b>FISCAL IMPACT:</b>	N/A				
<b>POLICY IMPACT:</b>	Regarding SUP 22:02 Louisa County, the Board of Supervisors may: <ul style="list-style-type: none"> <li>• Approve this request, allowing the major utilities to be constructed; OR</li> <li>• Deny this request, preventing the major utilities from being constructed; OR</li> <li>• Defer this request and make a final decision at a later Board meeting date.</li> </ul>				
<b>LEGISLATIVE HISTORY:</b>	Review of a proposed Special Use Permit in accordance with Chapter 22, Article 20 of the Fluvanna County Code Zoning Ordinance. The Planning Commission reviewed this SUP case request on May 10, 2022 through the Public Hearing review process.				
<b>ENCLOSURES:</b>	Louisa County Staff Report with recommended conditions				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
	X				





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# COUNTY OF FLUVANNA

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

## BOARD OF SUPERVISORS STAFF REPORT

**To:** Fluvanna County Board of Supervisors  
**Request:** Louisa County – Major Utilities

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

**General Information:** This Special Use Permit (SUP) case request is to be heard by the Board of Supervisors on Wednesday, June 15, 2022 at 7:00 pm in the Fluvanna County Library meeting room.

**Applicant:** Louisa County / Andy Wade, Economic Development Director

**Representative:** Timmons Group / Bruce Strickland, Jr, PE, Water Infrastructure

**Requested Action:** **SUP 22:02 Louisa County** – A Special Use Permit to allow for major utilities, with respect to Louisa County constructing new public water and sewer lines from Ferncliff to Shannon Hill and will be constructed in the limits of the US Route 250 right-of-way.

The subject properties of the request are known as Tax Maps 24-3-2, 24-2-1A4, 24-A-11A, 24-A-11, 24-A-15B, 24-A-GL15 and 24-A-16. They are zoned A-1, General Agricultural and are generally located along US Route 250 and at its intersection with Three Chopt Road in the Rural Preservation Area and in the Columbia Election District.

**Existing Zoning:** A-1, General Agricultural Zoning District

**Proposed Zoning:** A-1, General Agricultural Zoning District

**Louisa County Project:**

Louisa County has requested a Special Use Permit for a public water and sewer infrastructure project which consists of water and sewer lines to be constructed from Ferncliff to Shannon Hill and paralleling Route 250. The water and sewer line project will be underground and not visible to the adjoining property owners and all infrastructure will be constructed within the Route 250 right-of-way limits. In the event that driveways are open cut or any mailboxes are temporarily removed for construction purposes, the applicant will return all of the disturbed areas to equal or better conditions upon completion of the water and sewer line project. All existing driveways to individual properties they will remain open during construction of the water and sewer lines.

**Comprehensive Plan:**

Generally, Fluvanna County can find that the proposed public water and sewer lines are found to be in substantial accordance with the 2015 Comprehensive Plan under 15.2-2232 Legal Status of the Plan as the proposed public water and sewer line would provide for the public good in this section of Fluvanna County should the property owners look at future connection with Louisa County to their water and sewer lines. The 2015 Plan states under Chapter 3 Infrastructure that:

*The cost effectiveness and efficiency of water and sewer infrastructure is critical to the county. These systems are carefully managed and require cooperation from the county and state, with particular attention to future operations and maintenance needs.*

Louisa County, in conjunction with their water infrastructure consultant, Timmons Group have planned for and designed such a water and sewer line project to be in compliance with this Plan summary statement to provide for potable water and for the proper sewage conveyance, treatment and proper disposal in Louisa County. These lines are just passing through Fluvanna County and at a later date, as determined by Louisa County, Fluvanna County residents and business owners they could connect to these lines by following the same procedures as Louisa County customers.

**Planning Commission Meeting:**

At the May 10, 2022 Planning Commission Public Hearing, there were no public speakers and there were no phone calls about the proposed major utilities Special Use Permit (SUP) request. The Planning Commission recommended Approval by a 4-0 vote and along with two (2) staff recommended conditions as are found in this staff report for this Louisa County case request.

The Planning Commission and Planning Staff recommends these Special Use Permit conditions:

1. The construction, operation and maintenance of the Louisa County water and sewer lines located in Fluvanna County shall comply with all local, state and federal requirements.
2. Vehicular access to all of the residences and parcels along the Route 250 right-of-way shall be maintained at all times and Louisa County shall be responsible for returning all affected access points or mailboxes to equal or better conditions upon project completion.

**Suggested Motion:**

I move that the Board of Supervisors (Approves/denies/defers) SUP 22:02 Louisa County, a Special Use Permit to allow for major utilities, with respect to Louisa County constructing new public water and sewer lines from Ferncliff to Shannon Hill and will be constructed within the limits of the US Route 250 right-of-way. The subject properties of the request are known as Tax Maps 24-3-2, 24-2-1A4, 24-A-11A, 24-A-11, 24-A-15B, 24-A-GL15 and 24-A-16 and along with the two (2) conditions found in the staff report.

**Attachments:**

Application  
Adjacent Property Owner Letters  
Louisa County Utility Site Plans



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# COUNTY OF FLUVANNA

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## MEMORANDUM

**Date:** June 2, 2022  
**From:** Valencia Porter  
**To:** Douglas Miles  
**Subject:** APO Memo Complete

Please be advised the attached letter went out to the attached list of Adjacent Property Owners for the June 15, 2022 Board of Supervisors meeting.



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# COUNTY OF FLUVANNA

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## PUBLIC HEARING NOTICE

**June 2, 2022**

**RE: SUP 22:02 Louisa County / Tax Maps 24 Section 3 Parcel 2; 24 Section 2 Parcel 1A4; 24 Section A Parcel 11A; 24 Section A Parcel 11; 24 Section A 15B; 24 Section A Parcel GL15; 24 Section A Parcel 16; see SUP 22:02 Parcel Map for Louisa County water and sewer lines area.**

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

- Meeting:** Board of Supervisors Public Hearing
- Date:** **Wednesday, June 15, 2022 at 7:00 pm**
- Location:** **Fluvanna County Library Meeting Room**  
214 Commons Boulevard Palmyra, VA 22963
- Note:** This Public Hearing it will not be held at the Carysbrook Performing Arts Center location.

**SUP 22:02 Louisa County** – A Special Use Permit to allow for major utilities, with respect to Louisa County constructing new public water and sewer lines from Fernduff to Shannon Hill and will be constructed within the limits of the US Route 250 right-of-way. The subject properties of the request are known as Tax Maps 24-3-2, 24-2-1A4, 24-A-11A, 24-A-11, 24-A-15B, 24-A-GL15 and 24-A-16. They are zoned A-1, General Agricultural and are generally located along US Route 250 and at its intersection with Three Chopt Road in the Rural Preservation Area and in the Columbia Election District.

Please be advised that you can attend the meeting in person, join the meeting via Zoom or by a phone call where you will have an opportunity to provide any Public comments. Instructions for participation in the Public Hearing will be available on the County's website along with the Meeting Agenda and Staff Report.

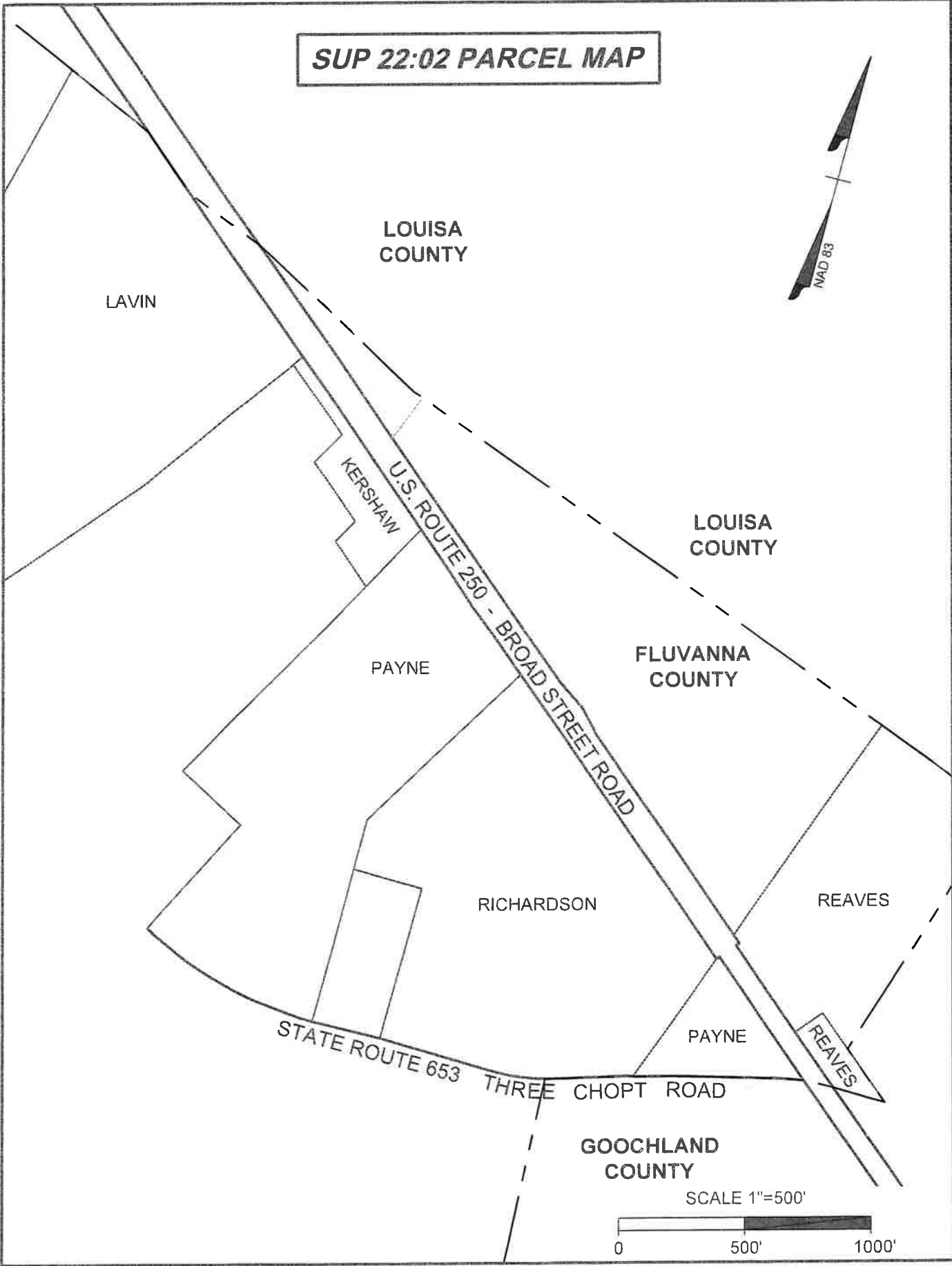
You can contact the Fluvanna County Planning & Community Development Department, 8:00 am – 5:00 pm, Monday through Friday. If you have any questions regarding the application or this Fluvanna County public hearing, please contact me at [dmiles@fluvannacounty.org](mailto:dmiles@fluvannacounty.org) or call me at 434.591.1910 with questions. We have provided the general location of where the Louisa County public water and sewer lines will be located in the US 250 right-of-way within Fluvanna County.

Sincerely,

*Douglas Miles*

Douglas Miles, AICP, CZA  
Community Development Director

**SUP 22:02 PARCEL MAP**





## ADJACENT PROPERTY OWNERS SUP 22:02

TAX MAP	NAME	ADDRESS	CITY/STATE/ZIP
24-A-11A	PATSY WOODSON	1 TABSCOTT RD	KENTS STORE, VA 23084
24-3-L2A1	GILBERT JU & THERESA D PRICE	1026 THREE NOTCH RD	KENTS STORE, VA 23084
24-5-2	ANDREW L & CATHERINA D HOGG	1031 THREE NOTCH RD	KENTS STORE, VA 23084
24-5-3	LINDA P CHRISTIAN	1071 THREE NOTCH RD	KENTS STORE, VA 23084
24-5-4	KEVIN C & SAMANTHA M WYATT	1101 THREE CHOPT RD	KENTS STORE, VA 23084
24-5-5	DAVID P ANDERSON	1139 THREE CHOPT RD	KENTS STORE, VA 23084
24-3-L2A3	LEOROY & JOSEPHINE TIMBERLAKE	115 TIMBERLAKE DICKERSON LN	KENTS STORE, VA 23084
24-5-6	AARON M & AMY C STOKES	1181 THREE CHOPT RD	KENTS STORE, VA 23084
24-5-7	ADAM D & ELISE RUEMLER	1205 THREE CHOPT RD	KENTS STORE, VA 23084
24-5-8	HEATHER LYNN COSNER	1267 THREE CHOPT RD	KENTS STORE, VA 23084
24-A-11	TODD B & KIMBERLY K RICHARDSON	1375 REAS FORD RD	EARLYSVILLE, VA 22936
24-3-2, A-4, 2-1B	JEFFERY A & SHIRLEY R LAVIN	1431 THREE CHOPT RD	KENTS STORE, VA 23084
24-3-4	GEORGE & MARY B MUNDY	1667 WILLOW DALE LN	CHARLOTTESVILLE, VA 22911
24-A-11A1	ELIZABETH DANIELLE PAYNE	1801 THREE CHOPT RD	KENTS STORE, VA 23084
24-A-10	CORA LEE MCGHEE	1836 THREE CHOPT RD	KENTS STORE, VA 23084
23-A-58	CODY & VALERIE GILLISPIE	19 GRACE JOHNSON LN	KENTS STORE, VA 23084
24-A-18	ELZIE D & AMY L DORMAN	1999 THREE CHOPT RD	KENTS STORE, VA 23084
24-A-L14	LC VELIKY ET AL	201 STE 1A 15 <sup>TH</sup> ST NW	CHARLOTTESVILLE, VA 22903
24-2-1A4, 1A1, 1A, 1A5, 1A2, 1A3	ANNE M KERSHAW	204 ELDREDGE AVE	DEL HAVEN, NJ 08251
24-A-19	GENEVA P PAYNE	2114 THREE CHOPT RD	KENTS STORE, VA 23084
24-3-L2A2	WILLIE E BLAND JR & TAMMY MCGEE	3309 EDGEWOOD AVE	RICHMOND, VA 23222
24-A-12A	DAVID & ASHLEE WARE	383 BROAD STREE RD	KENTS STORE, VA 23084
24-A-13	MICHAEL PRICE	427 BROAD STREET RD	KENTS STORE, VA 23084
24-A-12	INEZ JOHNSON EST DEBORAH JOHNSON	44 TWO COUNTY LANE	KENTS STORE, VA 23084
24-3-3	BENNETT LIVING TRUST, THOMAS & PATRICIA	5218 SWIFT HILL LN	SANDSTON, VA 23150
24-A-15B	MARIAN R PAYNE	6528 POINDEXTER RD	LOUISA, VA 23093





RECEIVED

BOS2022-06-15 p.15/458

COMMONWEALTH OF VIRGINIA
COUNTY OF FLUVANNA

APR 19 2022

Application for Special Use Permit (SUP)

Fluvanna County Planning Dept

Owner of Record: County of Louisa Applicant of Record: County of Louisa
Address: 1 Woolfolk Avenue, Louisa VA 23093 Address: Attn: Andy Wade
Phone: 540-967-4581 Fax: Phone: 540-967-4581 Fax:
Email: awade@louisa.org Email: awade@louisa.org

Representative: Andy Wade
Address: Same as above
Phone: Same Fax:
Email awade@louisa.org

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

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

Tax Map and Parcel(s) See attached tax map list - 1 total

Acreage ~ 1.14 (TCE) Zoning All A-1

Deed Book and Page:

Location of Parcel: Route 250

If any Deed Restrictions, please attach a copy

Request for an SUP for the purpose of: Linear water/sewer pipeline project (2232 if needed).

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

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

Date: Signature of Owner/Applicant:
Subscribed and sworn to before me this 14 day of March, 2022
Notary Public: Kelly Anne Singletary Register # 7732016
My commission expires: June 30, 2025
Certification: Date:



Table with 2 columns: Planning Commission and Board of Supervisors. Rows include: Office Use Only, Date Received (4/19/2022), Pre-Application Meeting, PH Sign Deposit Received (4/19/2022), Application # (SUP 22-02), \$800.00 fee plus mailing costs paid (Check 115483), Mailing Costs: \$20.00, Adjacent Property Owner(APO) after 1st 15, Certified Mail, Amendment of Condition: \$400.00 fee plus mailing costs paid, Telecommunications Tower fee plus mailing costs paid, Telecom Consultant Review fee paid, Election District: Columbia, Planning Area: Rural Preservation, Advertisement Dates, APO Notification, Date of Hearing, Decision.



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


Name: County of Louisa c/o Andy Wade

Address: 1 Woolfolk Avenue

City: Louisa

State: VA Zip Code: 23093

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

      3/14/22  
Applicant Signature      Date

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

OFFICE USE ONLY	
Application #: BZA _____ : CPA _____ : SUP <u>22</u> : <u>02</u> ZMP _____ : ZTA _____ :	
\$90 deposit paid per sign*: <u>check # 113484 \$90.00</u>	Approximate date to be returned:

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

Supplemental information #1.

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

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

Supplemental information #2.

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

Supplemental information #3.

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

**SUP Application – Supplemental Information**



APR 19 2022

Fluvanna County  
Planning Dept

**Tax Map Parcel List:**

- |  |            |
|--|------------|
| 1) Lavin, Jeffery & Shirley – Tax Parcel #:    | 24-3-2     |
| 2) Kershaw, Anne M – Tax Parcel #:             | 24-2-1A4   |
| 3) Woodson, Patsy – Tax Parcel #:              | 24-A-11A   |
| 4) Richardson, Todd & Kimberly – Tax Parcel #: | 24-A-11    |
| 5) Payne, Marian- Tax Parcel #:                | 24-A-15B   |
| 6) Reaves, Randal & Ellen – Tax Parcel #:      | 24-A-GL 15 |
| 7) Reaves, Randal & Ellen – Tax Parcel #:      | 24-A-16    |

**Zoning:** All parcels are zoned A-1.

**Acreage:** Approximately 1.14 acres for the purpose of acquiring Temporary Construction Easements (TCE)

**SUP Application Page 3 of 5.**

- 1) The County of Louisa is seeking approval of a Special Use Permit for a public water/sewer infrastructure project and the local 2232 process, if applicable. The project consists of linear, underground water and sewer pipeline construction from Ferncliff to Shannon Hill, paralleling Route 250. There are no new buildings proposed or use of existing buildings for this project
  
- 2) The pipeline will be underground and not visible to the adjoining property owners. All infrastructure will be constructed within the limits Route 250 ROW. In the event driveways are open cut and/or mailboxes removed for construction purposes, the applicant will return all disturbed areas to equal or better condition upon completion of work on the specific parcels identified in this application. All means of ingress/egress to individual parcels will remain open during construction of this project.
  
- 3) The project includes fire hydrant spacing every 700 feet. Property owners in the immediate vicinity of the fire hydrants may be able to take advantage of reduced cost home owner’s insurance premiums, given the proximity to a fire fighting water source. Connection to the Louisa system may be allowed in the future, subject to available capacity and Louisa County Water Authority's connection policy and procedures.

**Necessity of Use:**

The project does not require a land use change for the parcels identified within this application. No permanent infrastructure will be located on parcels identified within this application.

**Commonwealth of Virginia**

**County of Fluvanna**

**Special Use Permit Checklist**

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

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

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

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

Page 5 of 5  
**For Applicant**

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

**Meetings for the processing of the application**

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

**Process:**

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

**Applicant or a representative must appear at the scheduled hearings.**

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

**Board Actions**

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

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

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

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

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





November 3, 2021

## CERTIFIED MAIL

Randall M. & Ellen C. Reaves  
9500 Pine Shadow Drive  
Richmond, VA 23238

RE: Offsite Utility Improvements

Dear Landowner:

Louisa County is beginning the design of water and sewer utilities along Route 250 and 605, which will provide water and sewer service to the Shannon Hill Growth Area. Property records indicate that your property may be along the project corridor.

SB 1260 Amends Section 33.2-1011 of the Code of Virginia requires that Louisa County request your permission prior to the County (and/or its subconsultants) entering your property. This request includes the specific date of the intended entry; the name of the entity entering the property; the number of persons intending to enter the property; the purpose for which entry is made; and the testing, appraisals, or examinations to be performed and other actions to be taken. Please sign the form titled "Permission to Enter Property" indicating your concurrence and mail it back in the enclosed self-addressed stamped envelope within 30 days. If the permission to enter letter is not received 30 days from the date of the letter, the agent or agents may enter onto the exterior of your property to perform the work described below.

Timmons Group has been selected to design the project. In order to begin the design, Timmons Group will need to conduct field surveys identified in the activity list below. This work will necessitate entering your properties identified as **24-A-GL15 and 24-A-16 in Fluvanna County and 1-1-0-1-A in Goochland County**. Your property will not be damaged.

1. **Activity to Occur:** Survey

Please be advised that Louisa County employees or its consultants may need to enter your property to perform some or all of the following investigative tasks; these activities may include, but are not limited to: surveying topographic features, surveying utility features, identifying property boundaries, delineating drain fields (if any), obtaining aerial photography and other design-related evaluations

**Name of Entity Performing Activity:** Timmons Group

**Number of Employees:** Five (5)

**Anticipated Date Range of Activity:** December 6, 2021 – January 6, 2022

2. **Activity to Occur:** Environmental Studies

## Permission to Enter Property

I, \_\_\_\_\_, hereby give permission for Timmons Group and their subconsultants, working on behalf of Louisa County, to enter onto my property (**24-A-GL15 and 24-A-16 in Fluvanna County and 1-1-0-1-A in Goochland County**) for the purpose of performing the required field studies starting on or about December 6, 2021.

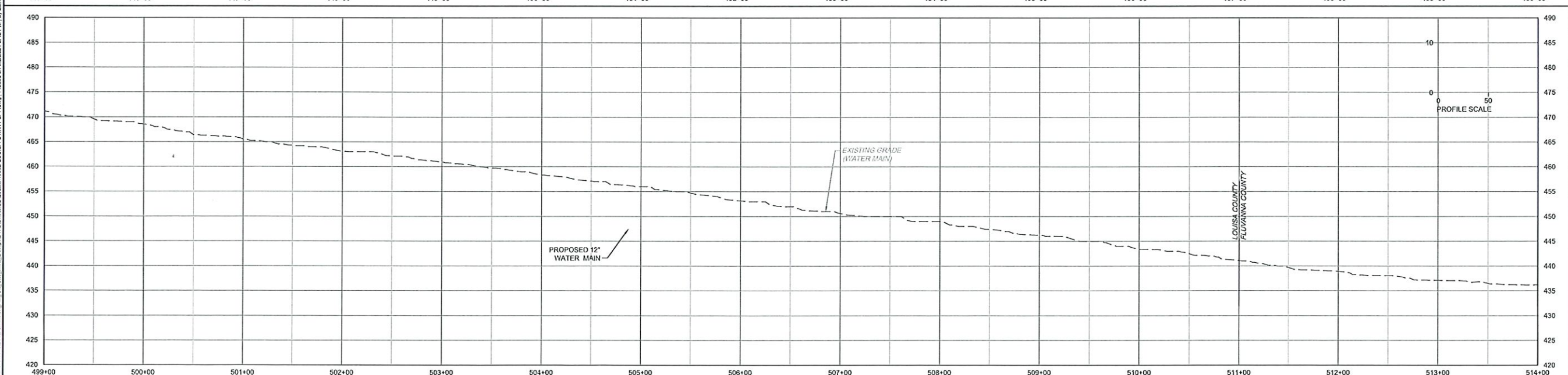
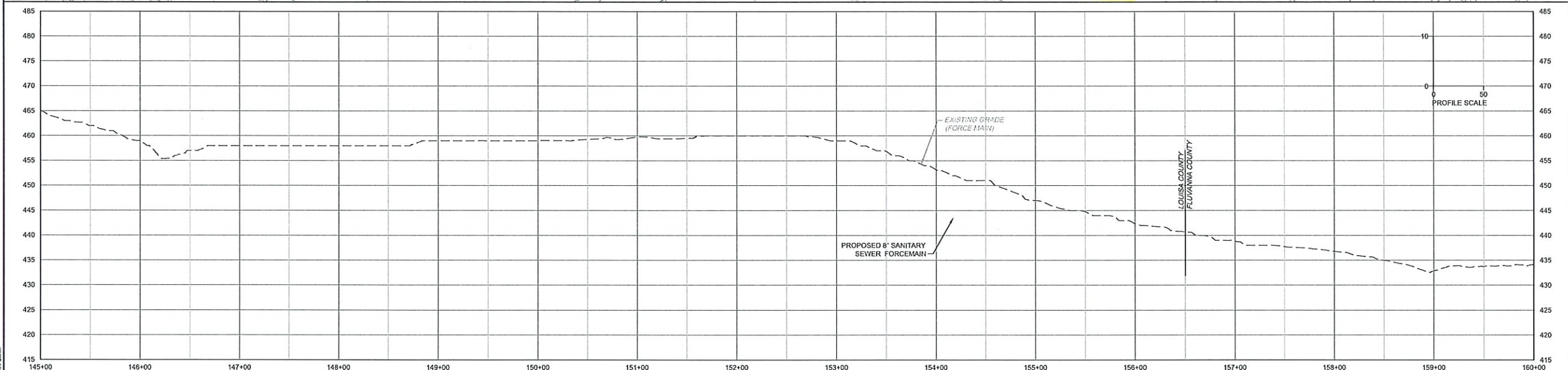
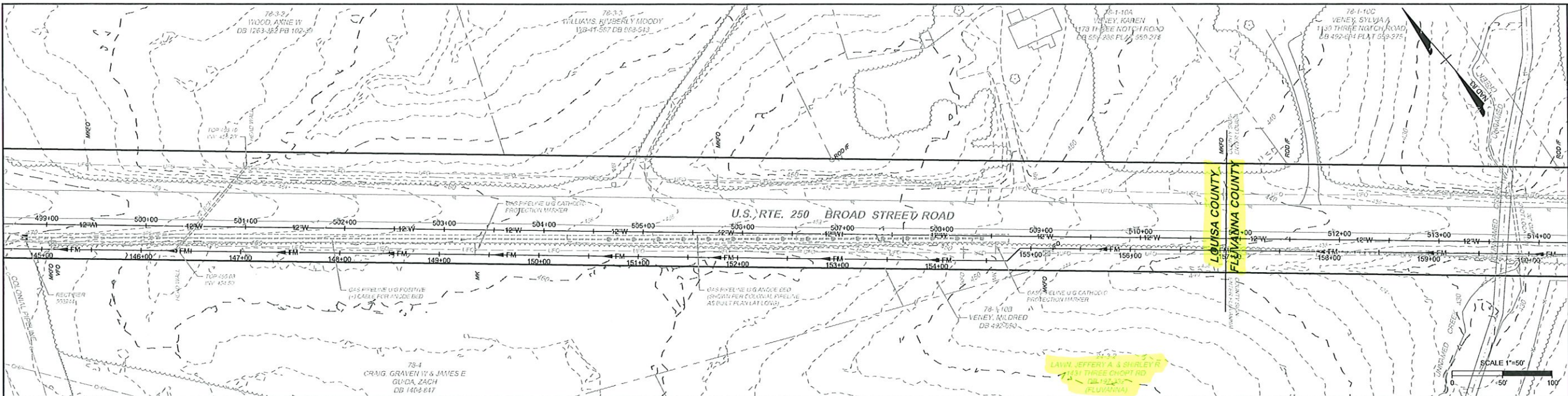
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Signature





10% PLAN SET  
NOT FOR CONSTRUCTION



THIS DRAWING PREPARED AT THE  
CORPORATE OFFICE  
1001 Builders Parkway, Suite 200 | Richmond, VA 23225  
TEL 804.200.6500 FAX 804.560.1016 www.timmons.com

YOUR VISION ACHIEVED THROUGH OURS.

DATE	REVISION DESCRIPTION
8/31/2021 <td></td>	

DRAWN BY  
**J. CARTER**  
DESIGNED BY  
**J. CARTER**  
CHECKED BY  
**B. STRICKLAND**

SCALE  
H: 1" = 50'  
V: 1" = 10'

**TIMMONS GROUP**  
SHANNON HILL REGIONAL BUSINESS PARK OFFSITE UTILITIES  
LOUISIANA COUNTY - VIRGINIA  
UTILITY PLAN AND PROFILE

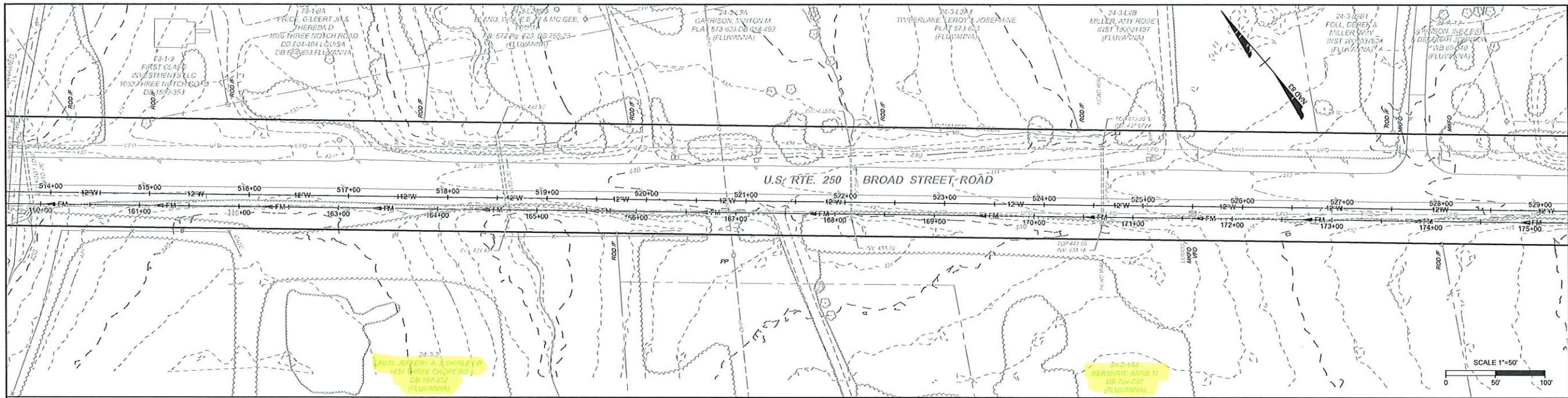
JOB NO.  
**48082.002**  
SHEET NO.  
**U1.10**

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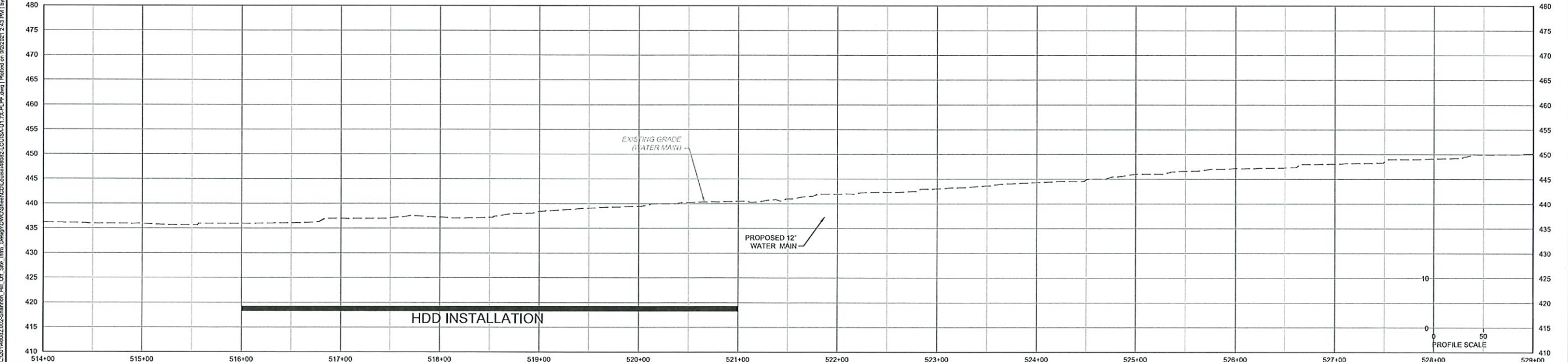
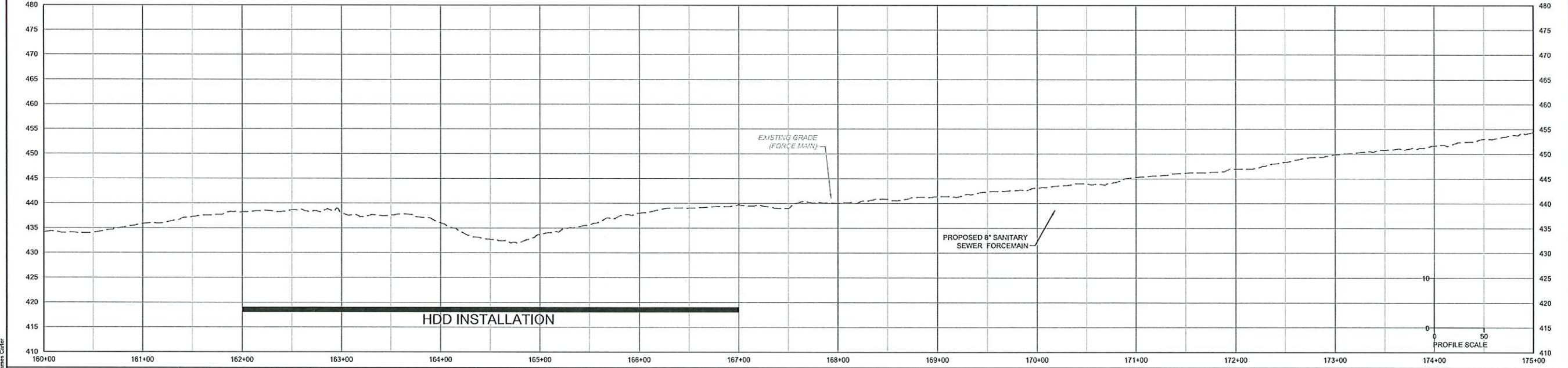
YOUR VISION ACHIEVED THROUGH OURS.

DATE  
8/31/2021  
DRAWN BY  
J. CARTER  
DESIGNED BY  
J. CARTER  
CHECKED BY  
B. STRICKLAND  
SCALE  
H: 1" = 50'  
V: 1" = 10'

**TIMMONS GROUP**

SHANNON HILL REGIONAL BUSINESS PARK OFFSITE UTILITIES  
LOUISIANA COUNTY - VIRGINIA  
UTILITY PLAN AND PROFILE

JOB NO.  
48082.002  
SHEET NO.  
U1.11



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DATE	REVISION DESCRIPTION
8/31/2021 <td></td>	

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**J. CARTER**

DESIGNED BY  
**J. CARTER**

CHECKED BY  
**B. STRICKLAND**

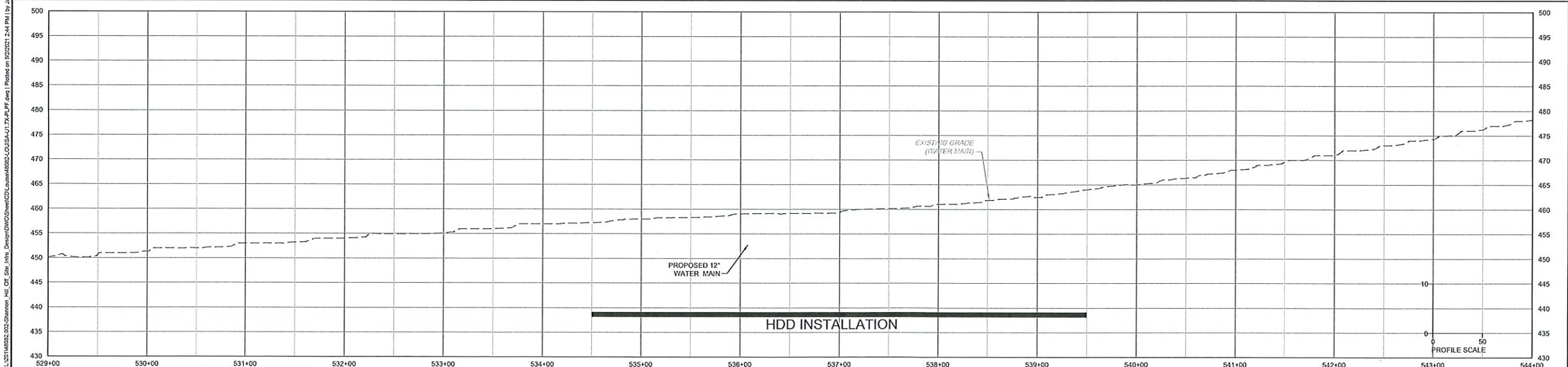
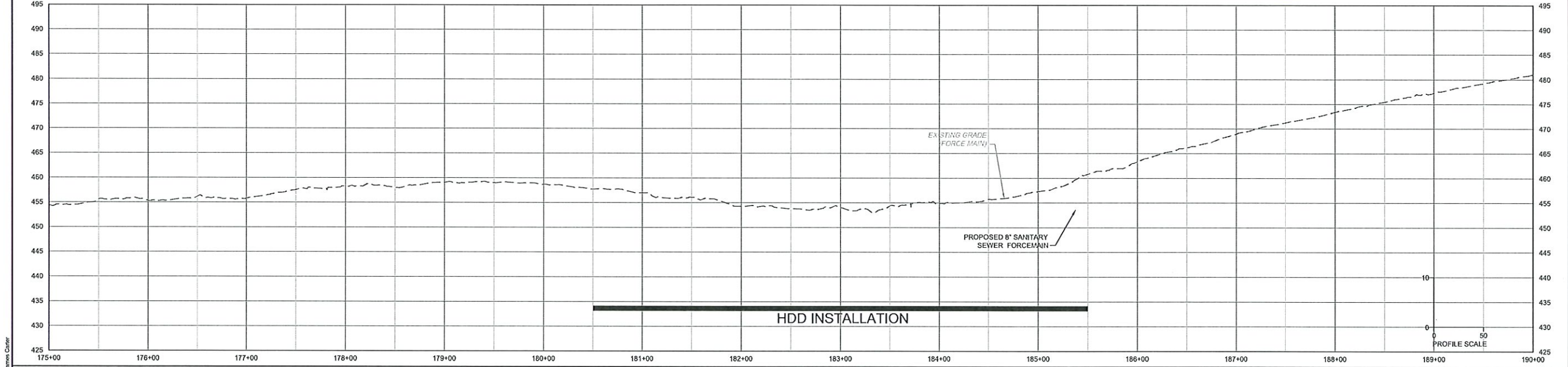
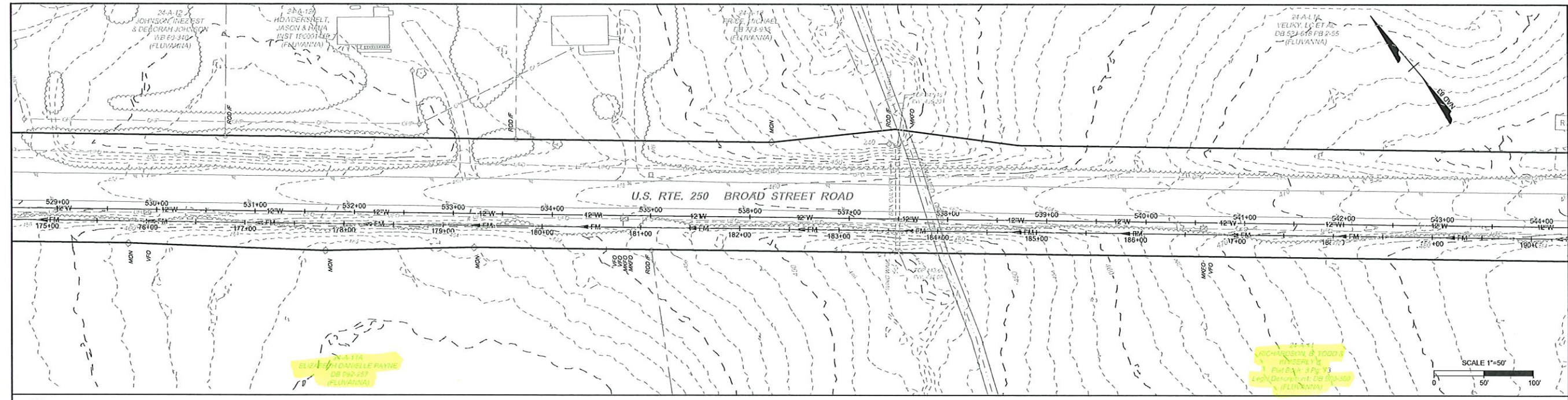
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V: 1" = 10'

# TIMMONS GROUP

SHANNON HILL REGIONAL BUSINESS PARK OFFSITE UTILITIES  
LOUISIANA COUNTY - VIRGINIA  
UTILITY PLAN AND PROFILE

JOB NO.  
**48082.002**

SHEET NO.  
**U1.12**

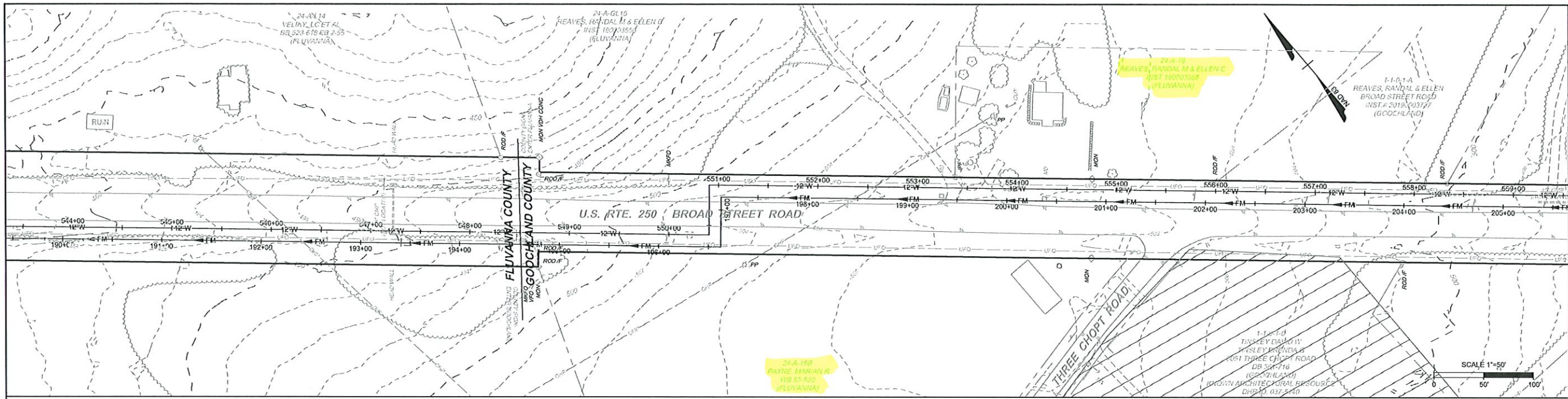


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DATE	REVISION DESCRIPTION
8/31/2021 <td></td>	

DRAWN BY  
DESIGNED BY  
CHECKED BY

J. CARTER  
J. CARTER  
B. STRICKLAND

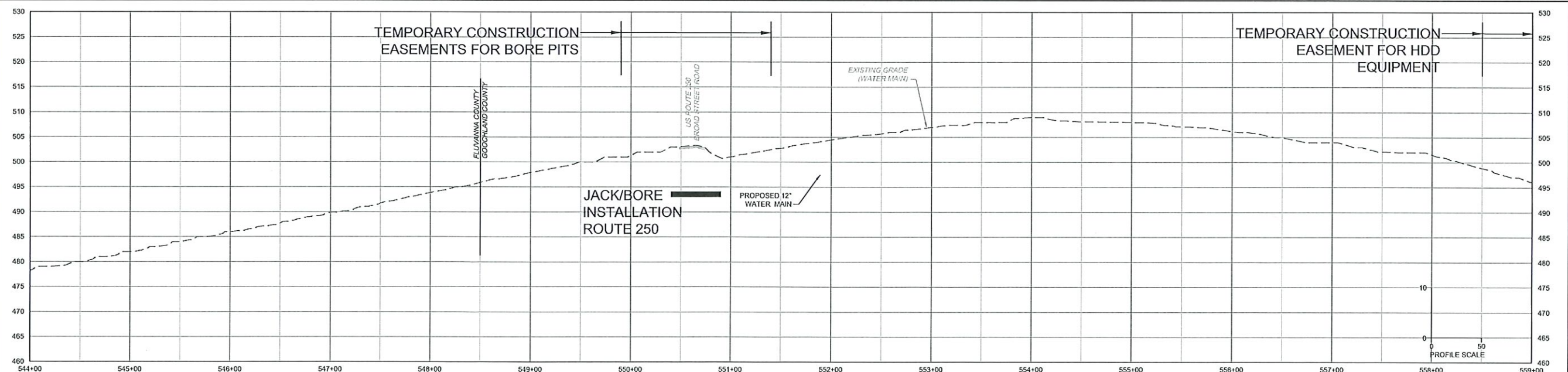
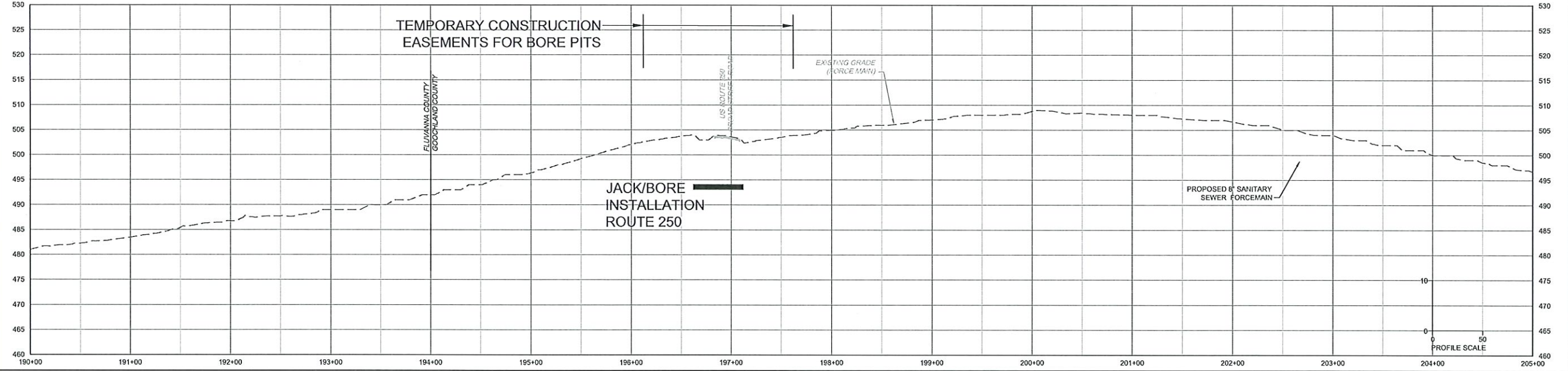
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V: 1" = 10'



SHANNON HILL REGIONAL BUSINESS PARK OFFSITE UTILITIES  
LOUISIANA COUNTY - VIRGINIA  
UTILITY PLAN AND PROFILE

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U1.13

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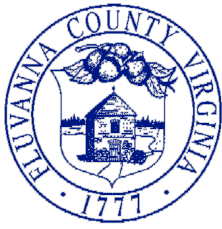


**FLUVANNA COUNTY BOARD OF SUPERVISORS  
AGENDA ITEM STAFF REPORT**

**TAB B**

<b>MEETING DATE:</b>	June 15, 2022				
<b>AGENDA TITLE:</b>	ZMP 22:02 Johnston & Co LLC				
<b>MOTION(s):</b>	I move the Board of Supervisors (Approves/denies/defers) ZMP 22:02, Johnston and Company, LLC a request to amend the Fluvanna County Zoning Map on 6.4 +/- acres of Tax Map 17, Section 2, Parcel 2 to conditionally rezone the same from A-1, General Agricultural, to B-1, General Business and subject to the revised proffers dated June 6, 2022.				
<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>	Douglas Miles, Community Development Director				
<b>PRESENTER(S):</b>	Douglas Miles, Community Development Director				
<b>RECOMMENDATION:</b>	At its meeting on May 10, 2021, the Planning Commission <b>recommended Approval</b> of ZMP 22:02 Johnston & Co LLC (4-0); Mr. Zimmer he moved to recommend Approval and Mrs. Murray-Key seconded. AYES: Bibb, Zimmer, Lagomarsino and Murray-Key.				
<b>TIMING:</b>	Normal Public Hearing review process				
<b>FISCAL IMPACT:</b>	N/A				
<b>POLICY IMPACT:</b>	Regarding ZMP 22:02 Johnston & Co LLC, the Board of Supervisors may: <ul style="list-style-type: none"> <li>• Approve this request, allowing the land uses to be constructed; OR</li> <li>• Deny this request, preventing the land uses from being constructed; OR</li> <li>• Defer this request and make a final decision at a later Board meeting date.</li> </ul>				
<b>LEGISLATIVE HISTORY:</b>	Review of a proposed Conditional Rezoning in accordance with Chapter 22 of the Fluvanna County Code Zoning Ordinance. The Planning Commission reviewed this ZMP case request on May 10, 2022 through the Public Hearing review process.				
<b>ENCLOSURES:</b>	Johnston & Co LLC Staff Report with recommended conditions				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
	X				





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# COUNTY OF FLUVANNA

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

## BOARD OF SUPERVISORS STAFF REPORT

**To:** Fluvanna County Board of Supervisors  
**Request:** B-1, General Business District

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

**General Information:** This Conditional Rezoning (ZMP) request is to be heard by the Board of Supervisors on Wednesday, June 15, 2022 at 7:00 pm at the Fluvanna County Library meeting room.

**Owner/Applicant:** Johnston & Co LLC / Cory Johnston

**Representative:** Shimp Engineering / Justin Shimp, PE

**Requested Action:** **ZMP 22:02 Johnston & Co LLC** – A Conditional Rezoning from A-1, General Agricultural to the B-1, General Business Zoning District on 6.4 +/- acres of Tax Map 17 Section 2 Parcel 2. The subject property is located 900 feet north of the Route 53 and Turkeysag Trail intersection and is adjacent to the UVA Community Credit Union in the Rivanna Community Planning Area and the Cunningham Election District.

**Existing Zoning:** A-1, General Agricultural Zoning District

**Proposed Zoning:** B-1, General Business Zoning District

**Existing Land Use:** Vacant

**Neighborhood Meeting:**

A virtual neighborhood meeting was held back on March 24, 2022 at 6:00 pm by the applicant's consultant, with the applicant and Community Development Director online with no comments provided by adjacent property owners. Subsequently, the adjacent property owner of Food Lion grocery store and tenant spaces contacted us relative to his existing retaining wall and the outside contractor storage requirements. The applicant has stated he will not adversely affect the Food Lion retaining wall and he does not plan on having any outside storage since his electrical service business will utilize the proposed storage buildings and there will be office space at the front of the complex. Shimp Engineering has provided additional information to the adjacent land owner.

The applicant owns an electrical contracting company and is seeking to establish a contractor's storage yard, to operate his electrical contracting business on-site with a proposed 1,000 square feet of office space for his business and potentially another office space tenant. The applicant plans to construct approximately 60,000 square feet of self-storage space on the premises. The

site design proposes the required landscaping along the Route 53 frontage and along the adjacent properties that are zoned R-4, Lake Monticello to the rear and A-1, General Agricultural to north of the site to provide the required landscaped buffer area for this proposed, commercial land use.

### **Transportation Planning:**

The applicant proposes a full access entrance onto Route 53 that has been reviewed by VDOT for the proposed B-1 land uses of self-storage facilities, an office building and then a specialty trade contractor under the ITE Trip Generation, 10th edition manual. The new vehicle trips generated by the applicant's proposed uses would not be a significant impact on a major corridor like Route 53 that experiences an average daily volume of 4,900 trips. The proposed site is located adjacent to one of the commercial shopping center areas on Turkeysag Trail at the Falcon Hills gate into the Lake Monticello development at its intersection with Thomas Jefferson Parkway (Route 53).

### **Comprehensive Plan:**

#### **Land Use Chapter:**

The Comprehensive Plan designates this property as within the Rivanna Community Planning Area which makes up approximately 40 percent of the county's population and mainly in the Lake Monticello community. The Rivanna Community Planning Area is the most developed area in the county and it contains a mixture of residential and commercial uses. Medium and small commercial uses, along with office, civic and residential uses all combine to form a series of neo-traditional developments that are all interconnected with surrounding commercial development.

### **Statement of Final Proffers:**

The proposed B-1 zoning will contain office uses for the applicant for his contracting business and or other office uses in the front of the self-storage complex. The applicant has proffered out higher B-1 land uses such as retail convenience stores and fast food restaurants. These land uses can be more obtrusive to surrounding residential uses and they can generate higher amounts of traffic beyond neighborhood land uses serving the surrounding neighborhoods or the community.

### **The applicant has revised his Statement of Final Proffers to include Proffered Condition 2:**

*Architectural Detail: The front façade of any building fronting on State Route 53 must have a minimum of two material finishes, with each of the two required finishes being applied to no less than 20% of the façade and one required material finish being brick or stone cladding.*

These revised Statement of Final Proffers are signed by the applicant and are dated June 6, 2022.

### **Planning Commission Meeting:**

At the May 10, 2022 Planning Commission Public Hearing, there were four public speakers that had concerns with the proposed self-storage facility, office space and electrical contracting use relative to potential construction noise, site screening issues and on-site stormwater retention.

The Planning Commission recommended Approval of ZMP 22:02 Johnston and Company LLC by a 4-0 vote along with the applicant's proffered conditions that were dated March 16, 2022.

**Conclusion:**

When reviewing this conditional rezoning application, the Planning Commission should take into consideration any potential adverse impacts that the development may have on this portion of Fluvanna County and traffic generation issues have been analyzed by the applicant's engineering consultant. The proposed land uses will be generally screened from view and it will allow for an existing business owner to have his own contracting office and enclosed contractor storage areas.

The Planning Commission should take into consideration that there are additional B-1 by right land uses that could be constructed on the subject property other than what the case applicant has indicated that he will construct there for his business use and offering up self-storage space areas. The slender parcel geometry does further restrict some of the additional B-1 by right land uses and those could include much higher water users such as car washes, hospitals and/or hotel uses.

**Suggested Motion:**

I move that the Board of Supervisors (Approves/denies/defers) ZMP 22:02, Johnston and Company, LLC a request to amend the Fluvanna County Zoning Map on 6.4 +/- acres of Tax Map 17, Section 2, Parcel 2 to conditionally rezone the same from A-1, General Agricultural, to B-1, General Business and subject to the revised proffers dated June 6, 2022.

**Attachments:**

Application and Revised Proffers 6-6-22

Adjacent Property Owner Letter 6-2-22

Applicant's Conceptual Plan 5-23-22



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# COUNTY OF FLUVANNA

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P.O. Box 540  
Palmyra, VA 22963  
(434) 591-1910  
Fax (434) 591-1911  
[www.fluvannacounty.org](http://www.fluvannacounty.org)

## MEMORANDUM

**Date:** June 2, 2022  
**From:** Valencia Porter  
**To:** Douglas Miles  
**Subject:** APO Memo Complete

Please be advised the attached letter went out to the attached list of Adjacent Property Owners for the June 15, 2022 Board of Supervisors meeting.



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# COUNTY OF FLUVANNA

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Palmyra, VA 22963  
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www.fluvannacounty.org

## PUBLIC HEARING NOTICE

**June 2, 2022**

**RE: ZMP 22:02 Johnson & Co LLC / SUP 22:01 Johnson & Co LLC / Tax Map 17 Section 2 Parcel 2**

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

- Meeting:** Board of Supervisors Public Hearing
- Date:** **Wednesday, June 15, 2022 at 7:00 pm**
- Location:** **Fluvanna County Library Meeting Room**  
214 Commons Boulevard Palmyra, VA 22963
- Note:** This Public Hearing it will not be held at the Carysbrook Performing Arts Center location.

**ZMP 22:02 Johnston & Co LLC** – A Conditional Rezoning from A-1, General Agricultural to the B-1, General Business Zoning District on 6.4 +/- acres of Tax Map 17 Section 2 Parcel 2. The subject property is located 900 feet north of the Route 53 and Turkeysag Trail intersection and is adjacent to the UVA Community Credit Union in the Rivanna Community Planning Area and the Cunningham Election District.

**SUP 22:01 Johnston & Co LLC** – A Special Use Permit request in the B-1, General Business Zoning District to permit a contractor's storage yard with respect to 6.4 +/- acres of Tax Map 17 Section 2 Parcel 2. The subject property is located 900 feet north of the Route 53 and Turkeysag Trail intersection and is adjacent to the UVA Community Credit Union in the Rivanna Community Planning Area and the Cunningham Election District.

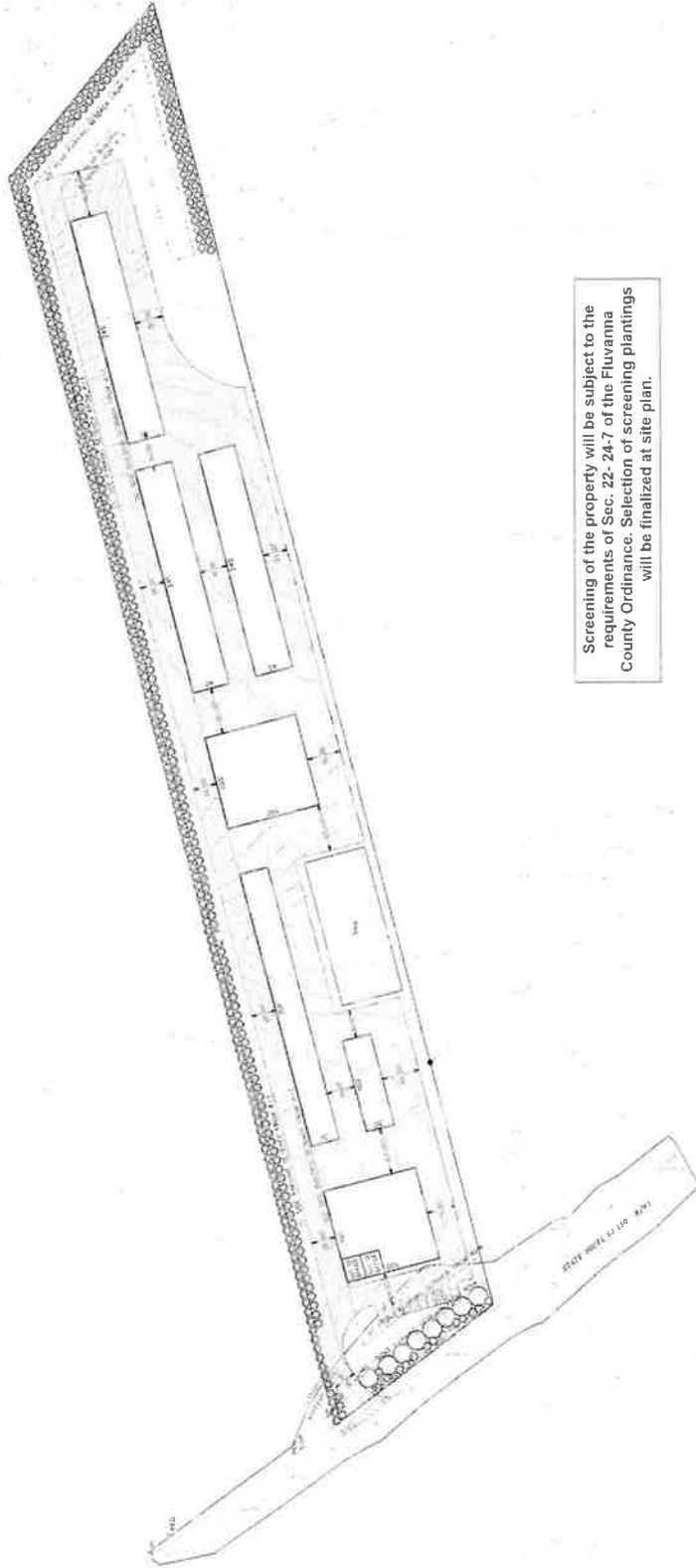
Please be advised that you can attend the meeting in person, join the meeting via Zoom or by a phone call where you will have an opportunity to provide any Public comments. Instructions for participation in the Public Hearing will be available on the County's website along with the Meeting Agenda and Staff Reports.

You can contact the Fluvanna County Planning & Community Development Department, 8:00 am – 5:00 pm, Monday through Friday. If you have any questions regarding the applications or this combined public hearing, please contact me at [dmiles@fluvannacounty.org](mailto:dmiles@fluvannacounty.org) or call me at 434.591.1910 with questions. We have provided the applicant's proposed site layout diagram.

Sincerely,

*Douglas Miles*

Douglas Miles, AICP, CZA  
Community Development Director



Screening of the property will be subject to the requirements of Sec. 22-24.7 of the Fluvanna County Ordinance. Selection of screening plantings will be finalized at site plan.

**SHIMP ENGINEERING**  
 2017 FARM ROAD, SUITE 100  
 FLOUVANNA, VIRGINIA 22941  
 TEL: 804.693.1111  
 WWW.SHIMPENGINEERING.COM

REZONING / SPECIAL USE PERMIT  
 FLOUVANNA, VIRGINIA  
**JOHNSTON & CO.**  
**SELF-STORAGE**

SUBMISSION:  
 2022.03.16  
 2022.05.23  
 2022.05.23

FILE NO.:  
 2022-06-13  
**CONCEPT PLAN**









COMMONWEALTH OF VIRGINIA  
**COUNTY OF FLUVANNA**  
**Application for Rezoning**

**RECEIVED**  
 BOS2022-06-15 p.38/458

MAR 18 2022

**Fluvanna County  
 Planning Dept**

**Owner of Record:** JOHNSTON, CORY J **Applicant of Record:** Same as Owner

**Address:** 498 CUNNINGHAM MEADOWS DR, PALMYRA, VA 22963 **Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Email:** contactcoryjohnston@gmail.com **Email:** \_\_\_\_\_

**Representative:** Shimp Engineering, P.C.

**Address:** 912 E High Street, Charlottesville, VA 22902

**Phone:** 434-227-5140 **Fax:** \_\_\_\_\_

**Email:** rachel@shimp-engineering.com

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

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

**Tax Map and Parcel(s)** 17-2-2

**Acreeage** 6.35 **Current Zoning** A-1

**Is parcel in Land Use Valuation Program?**  No  Yes

**Deed Book and Page:** INST 210003288

**Location of Parcel:** 900' north of the Turkeysag Trail and Route 53 intersection

If any Deed Restrictions, please attach a copy

**Requested Zoning** B-1 **Proposed Use of Property** Self-Storage & Office



**Affidavit to Accompany Petition for Rezoning**

By signing this application, the undersigned owner/applicant authorizes entry onto the property by County Employees, the Planning Commission, and the Board of Supervisors during the normal discharge of their duties in regard to this request.

I/We, being duly sworn, depose and say that we are Owner/Contract Owner of the property involved in this application and that we have familiarized ourselves with the rules and regulations of the Zoning Ordinance with respect to preparing and filing this application and that the foregoing statements and answers herein contained and the information on the attached map to the best of our ability present the argument on behalf of the application herewith requested and that the statements and information above referred to are in all respects true and correct to the best of our knowledge.

**Date:** 3/16/22 **Signature of Owner/Applicant:** \_\_\_\_\_

**Subscribed and sworn to before me this** 16th **day of** March, 2022 **Register #** 7559481

**My commission expires:** Dec 31, 2025 **Notary Public:** Lynn A. Johnson

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

Office Use Only	
Date Received: <u>03/21/22</u> Pre-Application Meeting:	PH Sign Deposit Received: <u>03/21/22</u> Application #: <u>ZMP 22 : 02</u>
\$1,000 fee paid: <u>check 216 \$1000.00</u>	Mailing Costs: \$20.00 per Adjacent Property Owner after first 15, Certified. Paid: <u>Check # 2162 \$90.00</u>
Proffer or Master Plan Amendment: <u>\$750.00 plus mailing costs. Paid:</u>	
Election District: <u>Cunningham</u>	Planning Area: <u>Rivanna Community</u>
Public Hearings	
Planning Commission	Board of Supervisors
Advertisement Dates:	Advertisement Dates:
APO Notification:	APO Notification:
Date of Hearing:	Date of Hearing:
Decision:	Decision:





**Commonwealth of Virginia**  
**County of Fluvanna**  
**Rezoning Application Checklist**

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

Applicant must supply	Staff Checklist
Completed Rezoning Application signed by the current owner(s) or lessee or written confirmation from the current owner or lessee granting the right to submit the application	
<ul style="list-style-type: none"> <li>• Statement on proposed use of property and reason for rezoning</li> <li>• Ten (10) copies of plats showing existing and proposed improvements (if applicable)</li> <li>• Deed restrictions (if applicable)</li> <li>• Copy of the Tax Map showing the site (preferred)</li> <li>• General Location Map (preferred)</li> </ul>	
Supporting photographs are not required, but suggested for evidence	

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

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

The Rezoning Application fee is made payable to the **County of Fluvanna**.

**Meetings for the processing of the application**

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

**Process:**

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

**Applicant or a representative must appear at the scheduled hearings.**

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

**Board Actions**

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

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

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

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

*No similar request for a Rezoning for the same use at the same site may be made within one year after the denial.*

March 15, 2022

Fluvanna County Planning and Zoning  
132 Main Street  
Palmyra, VA 22963

**Re: AUTHORIZATION TO SUBMIT LAND USE APPLICATIONS**

Cory J. Johnston (the "Owner"), is the Owner of Fluvanna County tax parcel 17-2-2 (the "Property"). The Owner desires to submit land use applications affecting the Property, such as, but not limited to, Rezoning Applications, Special Use Permit Applications, Site Plan Applications, and other similar land use applications affecting the Property (collectively, the "Land Use Applications"). The Owners hereby authorize the following individuals and entities to submit Land Use Applications on behalf of the Owner in connection with the Property: Justin M. Shimp, Rachel Moon, and Kelsey Schlein of Shimp Engineering, P.C. This authorization includes the authority to take any other steps, and submit any other documentation to Fluvanna County necessary to effectuate the Land Use Applications on behalf of the Owner.

By:  \_\_\_\_\_  
Cory J. Johnston

Date: 3/16/22



**SHIMP ENGINEERING, P.C.**  
 Design Focused Engineering

**Project Narrative For:** Route 53 Self-Storage | Rezoning + Special Use Permit Request  
**Parcel Description:** Tax Parcel 17-2-2  
**Initial Submittal:** March 16, 2022  
**Pre-App Meeting Date:** January 13, 2022

	ACREAGE	EXISTING ZONING	PROPOSED ZONING	COMP PLAN DESIGNATION
TMP 17-2-2	6.298	A-1	B-1 with SUP for contractor's storage yard	Rivanna Community Planning Area

**Location:**

Approximately 900' north of the Turkeysag Trail and Route 53 Thomas Jefferson Parkway intersection



**Project Proposal:**

Cory J. Johnston is the owner (the “owner”) of tax parcel 17-2-2 in Fluvanna County (the “property”). The property is located approximately 900’ north of the Turkeysag Trail and Route 53 Thomas Jefferson Parkway intersection and is located south of the Village at Nahor. The property is undeveloped. The owner operates a local electrical company and seeks to establish a contractor’s storage yard, to operate his electrician’s office on the site. In addition to his electrical company operations, the owner would like to construct self-storage buildings that may be leased by the public and up to 1,000 SF of office space for his electrical contracting business and potentially another office tenant. To establish these uses on the

property, the owner requests a rezoning of the property from A-1 Agricultural to B-1 Business with a special use permit request to establish a contractor’s storage yard.

The property is located within the Rivanna Community Planning Area and is directly adjacent to one of the main commercial areas near Lake Monticello. The development of the property as a B-1 use, with a complementary special use permit for a contractor’s storage yard, would enhance the commercial node of the Rivanna Community Planning Area. As a property designated as Neighborhood Mixed Use, the proposed uses would provide supporting commercial services to the significant residential area of Lake Monticello.

The owner proposes to construct approximately 61,000 SF of self-storage uses and 1,000 SF of office use. If approved, the property would be zoned as B-1 Business, and the property would have increased setback requirements adjacent to residential and agricultural areas. The setbacks adjacent to the residential and agricultural properties are 50’ on all sides and there is a 25’ parking setback. The site design proposes landscape screening along the Route 53 frontage and along adjacent properties zoned residential and agricultural.

**Impacts Analysis**

*Traffic*

The following table is provided by ITE Trip Generation, 10<sup>th</sup> Edition.

Use	ITE Code	Independent Variable	AM			PM			Daily Total
			In	Out	Total	In	Out	Total	
Mini-Warehouse	151	60,400 SF	4	2	6	5	5	10	91
Small Office Building	712	500 SF	1	0	1	1	0	1	8
Specialty Trade Contractor	180	500 SF	1	0	1	0	1	1	5

A full-access entrance is proposed on Route 53. Predominant use of the site is proposed as self-storage, a low traffic generator. In addition to approximately 61,000 SF of self-storage use, up to 1,000 SF is proposed as office space. Up to 1,000 SF would comfortably serve two tenants, which may overall add two trips to the peak hour. The new vehicle trips generated by the property’s proposed uses would not be significant on a major transportation corridor of Fluvanna County that experiences an average daily traffic volume of 4,900 trips.

*Water & Sewer*

While the self-storage component of the property does not have water and sewer needs, it is anticipated that the office space would require water and sanitary services. The property would be able to connect to public water and sewer and two small office users would have minimal impact to public utilities.

**Proposed Proffers to Address Impacts:**



The owner has provided a voluntary proffer statement to prohibit certain uses allowed by-right and by special use permit in the B-1 district from being realized on the property in the future without a legislative amendment to the proffer statement. This proffer statement is provided to limit the impacts from a rezoning to a commercial use; uses that have been deemed to be inconsistent with the comprehensive plan and the land use patterns along Route 53 have been eliminated.

## Statement of FINAL Proffers

Pursuant to Section 15.2-2296 of the Code of Virginia and Section 22-17-9 of the Fluvanna County Zoning Ordinance, Cory J. Johnston, as the owner of record of Tax Map 17 Section 2 Parcel 2 (the "Property") which is the subject of this conditional rezoning request, ZMP 22:02, does hereby voluntarily proffer that development of the Property shall be in strict accordance with the following conditions set forth in this submission:

The Owner presents this statement of proffers for Tax Map 17 Section 2 Parcel 2:

1. **PROHIBITED USES:** The following permitted by right land uses shall be excluded from the Property under B-1 Zoning Section 22-9-2.1:

Civic Uses: Sheltered care facilities.

Commercial Uses: Automobile repair service establishments; Automobile sales; Boarding houses; Guidance services; Recreational vehicle sales; Restaurants, fast food; Retail stores, large scale; Retail stores, neighborhood convenience; and Shooting ranges, indoor.

The following permitted by special use permit land uses shall be excluded from the Property under B-1 Zoning Section 22-9-2.2:

Civic Uses: Public Assembly.

Commercial Uses: Amusements, commercial; Dance halls; Entertainment establishments, adult; Halfway houses; Kennels, commercial; Manufactured home sales; Outdoor entertainment; Outdoor recreational facilities; Retail stores, adult; and Transportation terminals.

Industrial Uses: Lumberyards; Railroad facilities and Outdoor gatherings.

2. **ARCHITECTURAL DETAIL:** The front façade of any building fronting on State Route 53 must have a minimum of two material finishes, with each of the two minimum required finishes being applied to no less than 20% of the façade and one required material finish being brick or stone cladding.

RECEIVED

JUN 6 2022

Fluvanna County  
Planning Dept

I hereby acknowledge as the Property Owner that the Conditional Rezoning of the Property gives rise to the need for these conditions and that these conditions are reasonable.

Cory J. Johnston  
CORY J. JOHNSTON



6/6/22  
Date

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF Fluvanna

I, Jessica M. Drewry, a Notary for the State of Virginia  
do verify that the foregoing instrument was signed before me this the 6<sup>th</sup> day of  
June, 2022.

My commission expires: February 28, 2023  
Jessica M. Drewry  
Notary Public

RECEIVED

JUN 6 2022

Fluvanna County  
Planning Dept



# REZONING | SPECIAL USE PERMIT CONCEPT PLAN

# JOHNSTON & CO. SELF-STORAGE

TAX MAP 17, PARCEL 2-2  
 FLUVANNA COUNTY, VIRGINIA  
 ZMP 22:02 | SUP 22:01

## LEGEND

EXISTING	NEW	DESCRIPTION
		<b>BOUNDARIES</b>
		BENCHMARK
		SITE PROPERTY LINE
		ADJACENT PROPERTY LINE
		BUILDING SETBACK
		PARKING SETBACK
		<b>SITE TEXT</b>
		PARKING COUNT
		<b>TOPOGRAPHY</b>
		INDEX CONTOUR
		INTERVAL CONTOUR
		SPOT ELEVATION
		TOP OF CURB ELEVATION
		TOP OF WALL ELEVATION
		BOTTOM OF WALL ELEVATION
		STREAM
		STREAM BUFFER
		100 YEAR FLOODPLAIN
		<b>BUILDING</b>
		BUILDING
		RETAINING WALL
		STAIRS
		EDGE OF PAVEMENT
		ROAD CENTERLINE
		FRONT OF CURB
		BACK OF CURB
		CG-12 TRUNCATED DOME
		SIDEWALK
		BIKE PARKING
		HANDICAP ACCESSIBLE AISLE
		HANDICAP PARKING
		<b>MATERIAL</b>
		CONCRETE
		RIPRAP
		ASPHALT
		EC-2 MATTING
		EC-3 MATTING
		WETLAND
		TREELINE
		FENCE
		<b>UTILITY</b>
		UTILITY POLE
		GUY WIRE
		OVERHEAD UTILITY
		UNDERGROUND UTILITY
		<b>STORM</b>
		STORM MANHOLE
		DROP INLET
		STORM SEWER
		ROOF DRAIN
		<b>SANITARY</b>
		SANITARY MANHOLE
		SANITARY SEWER MAIN
		SANITARY SEWER LATERAL
		<b>WATER</b>
		WATER LINE
		WATER METER
		WATER METER VAULT
		FIRE HYDRANT
		FIRE DEPARTMENT CONNECTION
		GAS
		GAS LINE
		<b>EASEMENTS</b>
		CONSTRUCTION
		GRADING
		ACCESS
		SIGHT DISTANCE
		UTILITY
		STORMWATER FACILITY MAINTENANCE
		STORMWATER ACCESS
		DRAINAGE
		SANITARY
		WATERLINE
		GASLINE

## OWNER & APPLICANT

Cory J. Johnston  
 498 Cunningham Meadows Drive  
 Palmyra VA 22963

## ZONING

A-1 - Agricultural  
 Request to rezone from A-1 Agricultural to B-1 Commercial  
 Request for special use permit for contractor's storage yard

## SETBACKS

Front (building): 50' from ROW  
 Front (parking): 25' from ROW  
 Side Adj. to Agricultural/Residential District (building): 50'  
 Side Adj. to Agricultural/Residential District (parking): 25'

## MAGISTERIAL DISTRICT

Palmyra

## SOURCE OF TITLE

Inst. 210003288

## SOURCE OF BOUNDARY AND TOPOGRAPHY

Boundary & topographic survey provided by: Foresight Survey P.C.  
 (2)-ft interval contours shown per LiDAR, Virginia Geographic Information Network, 2016

## BENCHMARK

Vertical Datum for topography is NAVD 88

## FLOODZONE

FEMA flood insurance rate map (community panel 51065C0065C), effective date May 16, 2008 shows this property is not within zone AE and no portion of the property lies within the 100-year flood plain.

## WATER & SANITARY SERVICES

Property lies within AQUA Virginia service area; public water and sewer connections are proposed if easements exist or can be obtained for connections

## GENERAL NOTES

This plan was created to accompany land use applications and is conceptual in nature. This plan is not approved for construction.

## EXISTING USE

Vacant Land

## PROPOSED USE

Contractor's Storage Yard & Self-Storage

## PARKING SCHEDULE

PARKING SCHEDULE FOR TMP 17-2-2

(UNSPECIFIED) PARKING: Sufficient parking for average number of employees and visitors  
 6 PARKING SPACES REQUIRED 10 PARKING SPACES PROVIDED

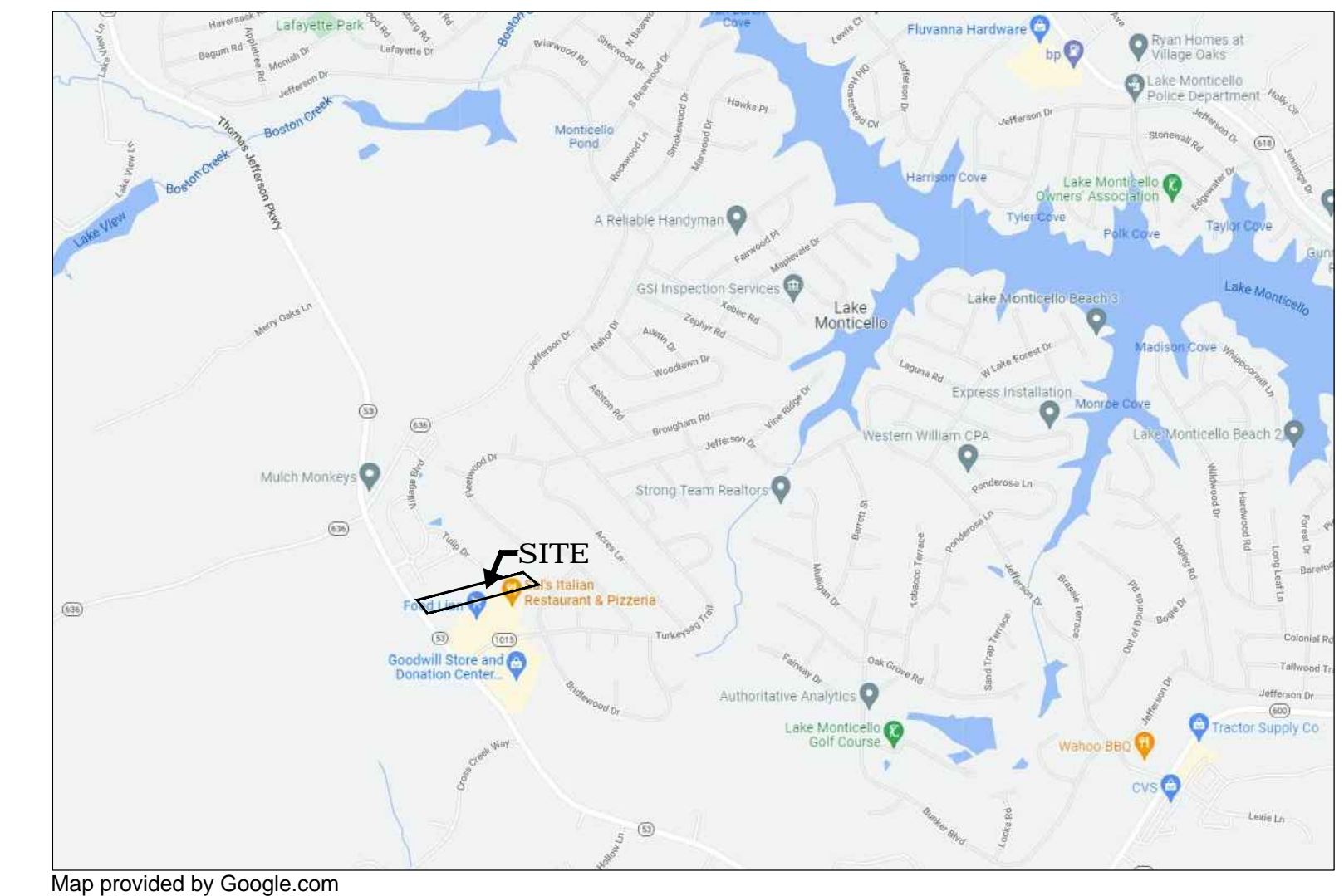
TOTAL REQUIRED: 6 PARKING SPACES  
 TOTAL PROVIDED: 10 PARKING SPACES

## ITE Trip Generation

Use Description	ITE	IV	AM			PM			Daily
			In	Out	Total	In	Out	Total	
Mini-Warehouse	151	60,400 SF	4	2	6	5	5	10	91
Small Office Building	712	500 SF	1	0	1	1	0	1	8
Specialty Trade Contractor	180	500 SF	1	0	1	0	1	1	5
<b>Total</b>			<b>4</b>	<b>2</b>	<b>8</b>	<b>5</b>	<b>5</b>	<b>12</b>	<b>104</b>

Trip Generation reflects AM and PM peak hour traffic.

## VICINITY MAP SCALE : 1"=2000'



Map provided by Google.com

## SHEET INDEX

- C1 COVER
- C2 EXISTING CONDITIONS
- C3 CONCEPT PLAN

## SHIMP ENGINEERING

LAND PLANNING | SITE DESIGN | CIVIL ENGINEERING | PROJECT MANAGEMENT  
 Design Focused Engineering

912 East High Street  
 Charlottesville, VA 22902  
 Phone: 434-227-5140  
 shimp-engineering.com

## REZONING | SPECIAL USE PERMIT FLUVANNA COUNTY, VIRGINIA JOHNSTON & CO. SELF-STORAGE

**SUBMISSION:**  
 2022.03.16  
**REVISION:**  
 2022.05.23

FILE NO. 21.078

## COVER

C1





**SHIMP ENGINEERING**  
 LAND PLANNING | SITE DESIGN | CIVIL ENGINEERING | PROJECT MANAGEMENT  
 Design Focused Engineering  
 912 East High Street  
 Charlottesville, VA 22902  
 Phone: 434-227-5140  
 shimp-engineering.com

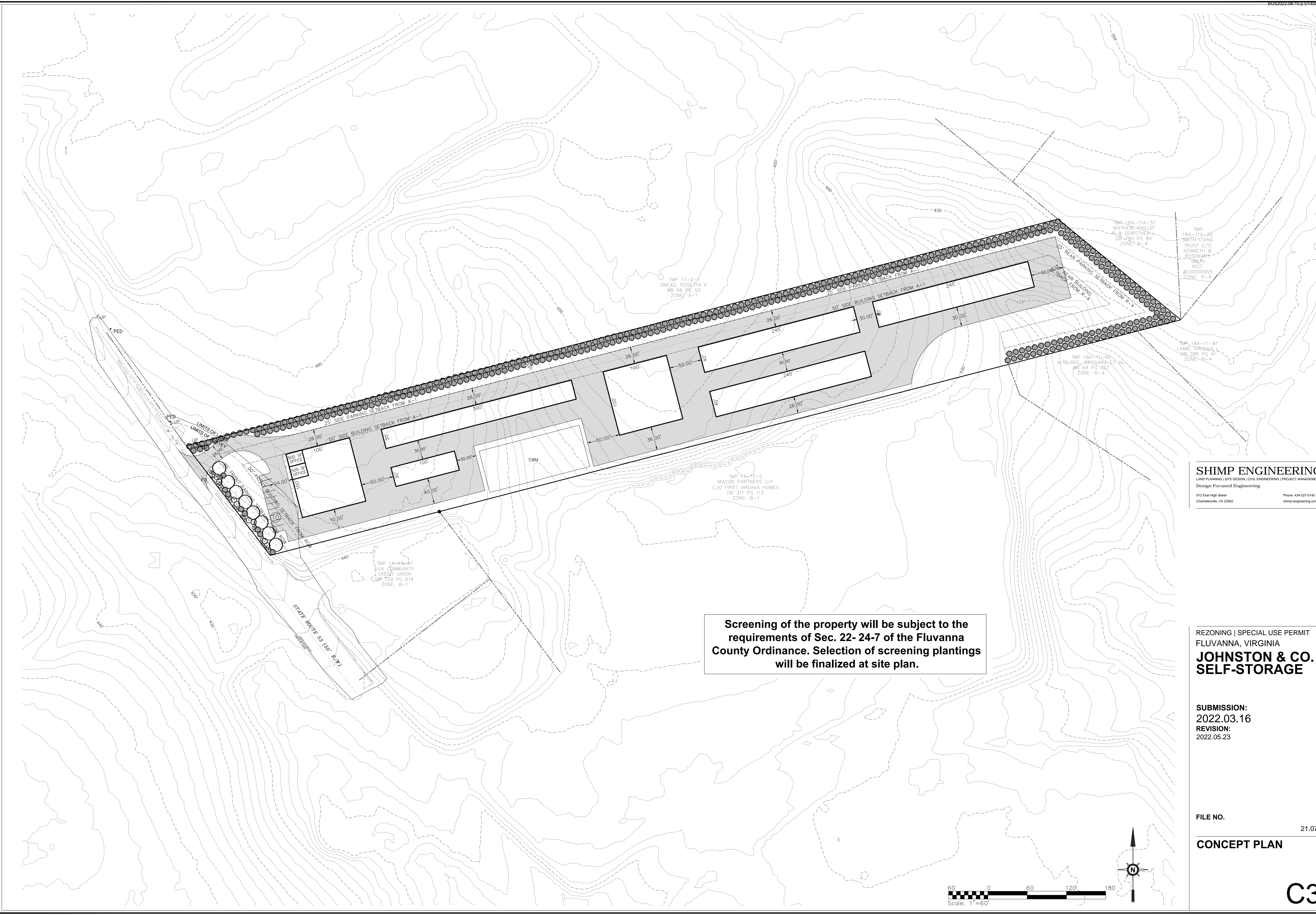
REZONING | SPECIAL USE PERMIT  
 FLUVANNA, VIRGINIA  
**JOHNSTON & CO.  
 SELF-STORAGE**

SUBMISSION:  
 2022.03.16  
 REVISION:  
 2022.05.23

FILE NO. 21.078

**EXISTING CONDITIONS**

**C2**



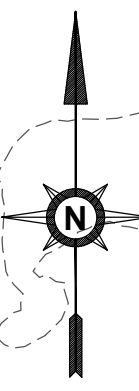
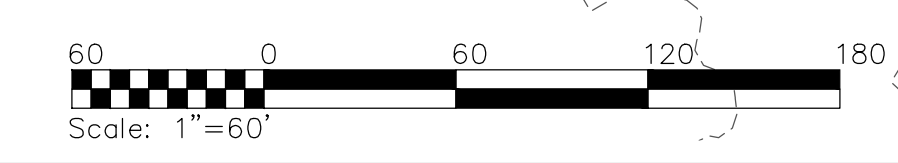
**Screening of the property will be subject to the requirements of Sec. 22- 24-7 of the Fluvanna County Ordinance. Selection of screening plantings will be finalized at site plan.**

**SHIMP ENGINEERING**  
 LAND PLANNING | SITE DESIGN | CIVIL ENGINEERING | PROJECT MANAGEMENT  
 Design Focused Engineering  
 912 East High Street  
 Charlottesville, VA 22902  
 Phone: 434-227-5140  
 shimp-engineering.com

REZONING | SPECIAL USE PERMIT  
 FLUVANNA, VIRGINIA  
**JOHNSTON & CO.**  
**SELF-STORAGE**

**SUBMISSION:**  
 2022.03.16  
**REVISION:**  
 2022.05.23

FILE NO. 21.078  
**CONCEPT PLAN**



**C3**



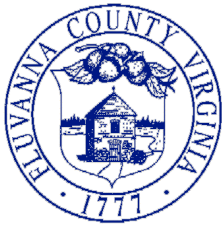


**FLUVANNA COUNTY BOARD OF SUPERVISORS  
AGENDA ITEM STAFF REPORT**

**TAB C**

<b>MEETING DATE:</b>	June 15, 2022				
<b>AGENDA TITLE:</b>	SUP 22:01 Johnston & Co LLC				
<b>MOTION(s):</b>	I move the Board of Supervisors (Approve/deny/defer) SUP 22: 01 Johnston & Co LLC a Special Use Permit request in the B-1, General Business Zoning District to permit a contractor's storage yard with respect to 6.4 +/- acres of Tax Map 17 Section 2 Parcel 2 and subject to the eight (8) case conditions in the staff report.				
<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>	Douglas Miles, Community Development Director				
<b>PRESENTER(S):</b>	Douglas Miles, Community Development Director				
<b>RECOMMENDATION:</b>	At its meeting on May 10, 2021, the Planning Commission <b>recommended Approval</b> of SUP 22:01 Johnston & Co LLC (4-0); Mr. Zimmer he moved to recommend Approval and Mrs. Murray-Key seconded. AYES: Bibb, Zimmer, Lagomarsino and Murray-Key.				
<b>TIMING:</b>	Normal Public Hearing review process				
<b>FISCAL IMPACT:</b>	N/A				
<b>POLICY IMPACT:</b>	Regarding SUP 22:01 Johnston & Co LLC, the Board of Supervisors may: <ul style="list-style-type: none"> <li>• Approve this request, allowing the land uses to be constructed; OR</li> <li>• Deny this request, preventing the land uses from being constructed; OR</li> <li>• Defer this request and make a final decision at a later Board meeting date.</li> </ul>				
<b>LEGISLATIVE HISTORY:</b>	Review of a proposed Special Use Permit in accordance with Chapter 22, Article 20 of the Fluvanna County Code Zoning Ordinance. The Planning Commission reviewed this SUP case request on May 10, 2022 through the Public Hearing review process.				
<b>ENCLOSURES:</b>	Johnston & Co LLC Staff Report with recommended conditions				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
	X				





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# COUNTY OF FLUVANNA

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## BOARD OF SUPERVISORS STAFF REPORT

**To:** Fluvanna County Board of Supervisors  
**Request:** Contractor's Storage Yard

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

**General Information:** This Special Use Permit (SUP) request is to be heard by the Board of Supervisors on Wednesday, June 15, 2022 at 7:00 pm in the Fluvanna County Library meeting room.

**Owner/Applicant:** Johnston & Co LLC / Cory Johnston, Owner

**Representative:** Shimp Engineering / Justin Shimp, PE

**Requested Action:** **SUP 22:01 Johnston & Co LLC** – A Special Use Permit request in the B-1, General Business Zoning District to permit a contractor's storage yard with respect to 6.4 +/- acres of Tax Map 17 Section 2 Parcel 2. The subject property is located 900 feet north of the Route 53 and Turkeysag Trail intersection and is adjacent to the UVA Community Credit Union in the Rivanna Community Planning Area and the Cunningham Election District.

**Existing Zoning:** A-1, General Agricultural Zoning District

**Proposed Zoning:** B-1, General Business Zoning District

**Existing Land Use:** Vacant

**Neighborhood Meeting:**

A virtual neighborhood meeting was held back on March 24, 2022 at 6:00 pm by the applicant's consultant, with the applicant and Community Development Director online with no comments provided by adjacent property owners. Subsequently, the adjacent property owner of Food Lion grocery store and tenant spaces contacted us relative to his existing retaining wall and the outside contractor storage requirements. The applicant has stated he will not adversely affect the Food Lion retaining wall and he does not plan on having any outside storage since his electrical service business will utilize the proposed storage buildings and there will be office space at the front of the complex. Shimp Engineering has provided additional information to the adjacent land owner.

The applicant owns an electrical contracting company and is seeking to establish a contractor's storage yard, to operate his electrical contracting business on-site with a proposed 1,000 square feet of office space for his business and potentially another office space tenant. The applicant

plans to construct approximately 60,000 square feet of self-storage space on the premises. The site design proposes the required landscaping along the Route 53 frontage and along the adjacent properties that are zoned R-4, Lake Monticello to the rear and A-1, General Agricultural to north of the site to provide the required landscaped buffer area for this proposed, commercial land use.

### **Transportation Planning:**

The applicant proposes a full access entrance onto Route 53 that has been reviewed by VDOT for the proposed B-1 land uses of self-storage facilities, an office building and then a specialty trade contractor under the ITE Trip Generation, 10th edition manual. The new vehicle trips generated by the applicant's proposed uses would not be a significant impact on a major corridor like Route 53 that experiences an average daily volume of 4,900 trips. The proposed site is located adjacent to one of the commercial shopping center areas on Turkeysag Trail at the Falcon Hills gate into the Lake Monticello development at its intersection with Thomas Jefferson Parkway (Route 53).

### **Comprehensive Plan:**

#### **Land Use Chapter:**

The Comprehensive Plan designates this property as within the Rivanna Community Planning Area which makes up approximately 40 percent of the county's population and mainly in the Lake Monticello community. The Rivanna Community Planning Area is the most developed area in the county and it contains a mixture of residential and commercial uses. Medium and small commercial uses, along with office, civic and residential uses all combine to form a series of neo-traditional developments that are all interconnected with surrounding commercial development.

### **Analysis:**

The proposed land use request is classified as a Contractor's storage yard and it is defined in the Zoning Ordinance as: *Storage yards operated by, or on behalf of, a contractor for storage of large equipment, vehicles, or other materials commonly used in the individual contractor's type of business; storage of materials used for repair and maintenance of contractor's own equipment; and buildings or structures for uses such as offices and repair facilities.*

When evaluating proposed uses for a special use permit, in addition to analyzing the potential adverse impacts of the use, staff utilizes two (2) general guidelines for evaluation as set forth in the zoning ordinance. First, the proposed land use should not tend to change the character and established pattern of the area or community. The proposed contractor's storage yard is a land use that will involve an electrical contractor operating his business from this location and it is located in a commercial area along with the proper storage building space for his equipment.

This proposed use will provide the proper transition between the commercial shopping center and the surrounding residential homes and a remaining agricultural parcel located to the north. County Staff has worked with the applicant and his engineering consultant to further restrict the *contractor's storage yard* land use request to be more of a Contractor's storage use through the recommended Special Use Permit conditions relative to outside storage and overall site design.

Second, the proposed use should be compatible with the uses permitted by right in that zoning district and shall not adversely affect the use of or the value of neighboring property. The case applicant has been searching for a proper business location and he also wanted to own the space where he is storing his contractor supplies and maintaining an office to perform paperwork and scheduling of the electrical contracting work to be performed in Palmyra and within the region.

The recommended Special Use Permit conditions relative to outside storage and the overall site design along with the Zoning Ordinance requirements relative to site landscaping and screening will properly buffer and screen the self-storage facility and contractor's storage yard from the adjacent properties. The Fluvanna County Zoning Ordinance does not require that B-1 land uses be buffered and screened from one another along common property lines as is done between both A-1 and R-4 zoned properties. The applicant he has added a proffered condition that will address the front façade along the Route 53 corridor to be aesthetically pleasing with brick or stone work. County staff believes that the applicant has addressed the community's design concerns that were expressed during the May 10th Planning Commission Public Hearing for his proposed business.

### **Conclusion:**

When reviewing this conditional rezoning application, the Planning Commission should take into consideration any potential adverse impacts that the development may have on this portion of Fluvanna County and traffic generation issues have been analyzed by the applicant's engineering consultant. The proposed land uses will be generally screened from view and it will allow for an existing business owner to have his own contracting office and enclosed contractor storage areas.

The Planning Commission should take into consideration that there are additional B-1 by right land uses that could be constructed on the subject property other than what the case applicant has indicated that he will construct there for his business use and offering up self-storage space areas. The slender parcel geometry does further restrict some of the additional B-1 by right land uses and those would include much higher water users such as car washes, hospitals and hotel uses.

The Planning Commission and Planning Staff recommends these Special Use Permit conditions and the **Bold** text has been added relative to the applicant's changes since the Planning Commission's meeting:

1. The administrative site development plans shall be in substantial conformance with the **Johnston & Co. Self-Storage Rezoning / Special Use Permit Concept Plan, prepared by Shimp Engineering and last revised on May 23, 2022.**
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. 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.
4. Any noise shall comply with Chapter 15.1 of the Fluvanna County, Virginia Code.

5. The site shall be maintained in a neat and orderly manner so that the visual appearance from the public right-of-way and adjacent properties is acceptable to County officials.
6. The Board of Supervisors, or its representative, reserves the right to inspect the property for compliance with these conditions at any time.
7. Under Section 22-17-4 F (2) of the Fluvanna County Code, the Board of Supervisors has the authority to revoke a Special Use Permit if the property owner has substantially breached the conditions of the Special Use Permit.
8. **No outside storage of heavy equipment for earthwork operations affiliated with a contractor's storage yard will be permitted; this does not preclude storage of heavy equipment for earthwork operations during construction activities on the property.**

**Suggested Motion:**

I move that the Board of Supervisors (Approve/deny/defer) SUP 22: 01 Johnston & Co LLC a Special Use Permit request in the B-1, General Business Zoning District to permit a contractor's storage yard with respect to 6.4 +/- acres of Tax Map 17 Section 2 Parcel 2 and subject to the eight (8) case conditions in the staff report.

**Attachments:**

Application  
Adjacent Property Owner Letter  
Applicant's Conceptual Plan



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# COUNTY OF FLUVANNA

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132 Main Street  
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(434) 591-1910  
Fax (434) 591-1911  
[www.fluvannacounty.org](http://www.fluvannacounty.org)

## MEMORANDUM

**Date:** June 2, 2022  
**From:** Valencia Porter  
**To:** Douglas Miles  
**Subject:** APO Memo Complete

Please be advised the attached letter went out to the attached list of Adjacent Property Owners for the June 15, 2022 Board of Supervisors meeting.



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# COUNTY OF FLUVANNA

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## PUBLIC HEARING NOTICE

**June 2, 2022**

**RE: ZMP 22:02 Johnson & Co LLC / SUP 22:01 Johnson & Co LLC / Tax Map 17 Section 2 Parcel 2**

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

- Meeting:** Board of Supervisors Public Hearing
- Date:** **Wednesday, June 15, 2022 at 7:00 pm**
- Location:** **Fluvanna County Library Meeting Room**  
214 Commons Boulevard Palmyra, VA 22963
- Note:** This Public Hearing it will not be held at the Carysbrook Performing Arts Center location.

**ZMP 22:02 Johnston & Co LLC** – A Conditional Rezoning from A-1, General Agricultural to the B-1, General Business Zoning District on 6.4 +/- acres of Tax Map 17 Section 2 Parcel 2. The subject property is located 900 feet north of the Route 53 and Turkeysag Trail intersection and is adjacent to the UVA Community Credit Union in the Rivanna Community Planning Area and the Cunningham Election District.

**SUP 22:01 Johnston & Co LLC** – A Special Use Permit request in the B-1, General Business Zoning District to permit a contractor's storage yard with respect to 6.4 +/- acres of Tax Map 17 Section 2 Parcel 2. The subject property is located 900 feet north of the Route 53 and Turkeysag Trail intersection and is adjacent to the UVA Community Credit Union in the Rivanna Community Planning Area and the Cunningham Election District.

Please be advised that you can attend the meeting in person, join the meeting via Zoom or by a phone call where you will have an opportunity to provide any Public comments. Instructions for participation in the Public Hearing will be available on the County's website along with the Meeting Agenda and Staff Reports.

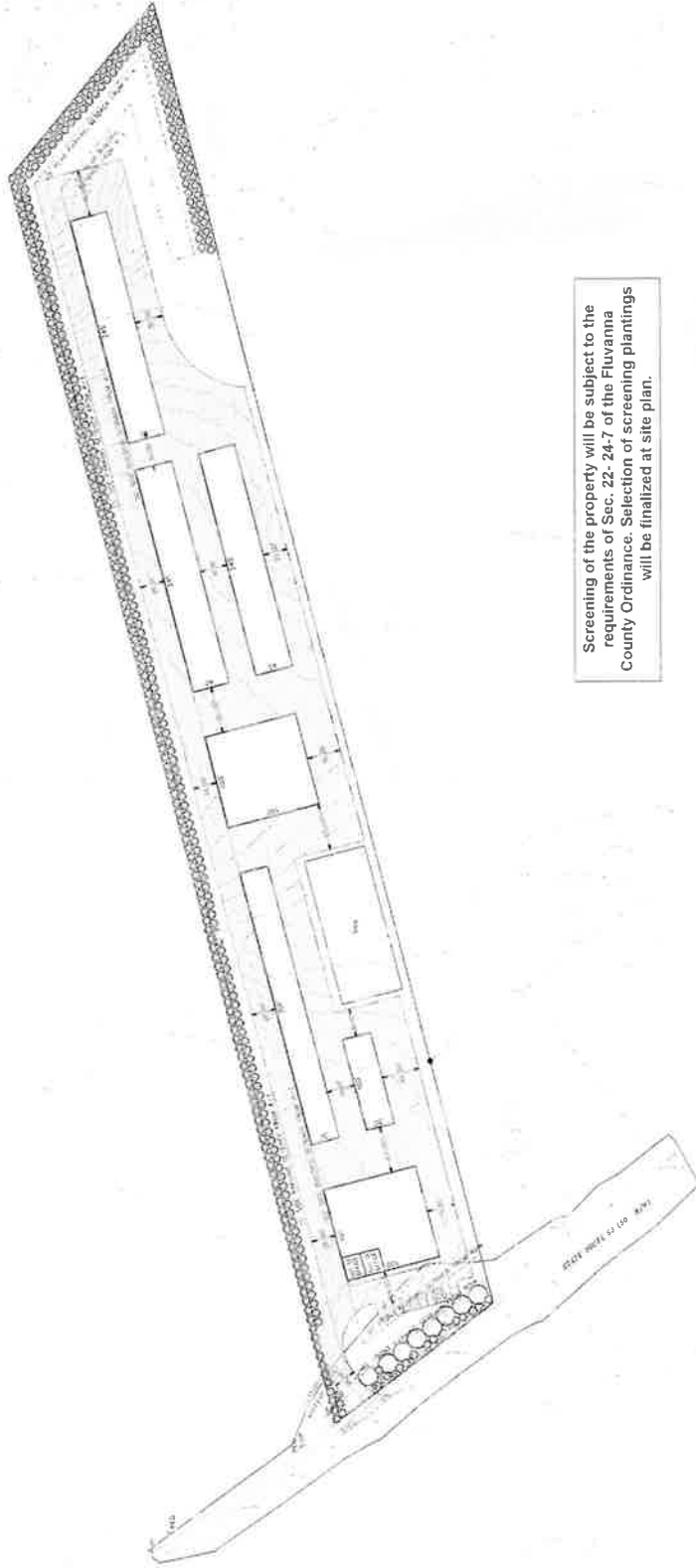
You can contact the Fluvanna County Planning & Community Development Department, 8:00 am – 5:00 pm, Monday through Friday. If you have any questions regarding the applications or this combined public hearing, please contact me at [dmiles@fluvannacounty.org](mailto:dmiles@fluvannacounty.org) or call me at 434.591.1910 with questions. We have provided the applicant's proposed site layout diagram.

Sincerely,

*Douglas Miles*

Douglas Miles, AICP, CZA  
Community Development Director





Screening of the property will be subject to the requirements of Sec. 22-24-7 of the Fluvanna County Ordinance. Selection of screening plantings will be finalized at site plan.

**SHIMP ENGINEERING**  
 8141 FARM ROAD, SUITE 100  
 FLOUVANNA, VIRGINIA 22942  
 TEL: 540-625-1100  
 WWW.SHIMPENGINEERING.COM

REZONING / SPECIAL USE PERMIT  
 FLOUVANNA, VIRGINIA  
**JOHNSTON & CO.**  
**SELF-STORAGE**

SUBMISSION:  
 2022.03.16  
 2022.05.23  
 2022.05.23

FILE NO.:  
**CONCEPT PLAN**







COMMONWEALTH OF VIRGINIA
COUNTY OF FLUVANNA

Application for Special Use Permit (SUP)

RECEIVED BOS2022-06-15 p.63/458

MAR 18 2022

Fluvanna County Planning Dept

Owner of Record: JOHNSTON, CORY J Applicant of Record: Same as Owner

Address: 498 CUNNINGHAM MEADOWS DR, PALMYRA, VA 22963

Phone: (434) 218-8707 Fax: Phone: Fax:

Email: contactcoryjohnston@gmail.com

Representative: Shimp Engineering, P.C.

Address: 912 E High Street, Charlottesville, VA 22902

Phone: 434-227-5140 Fax:

Email: rachel@shimp-engineering.com

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

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

Tax Map and Parcel(s) 17-2-2

Acreege 6.35 Zoning A-1

Deed Book and Page: INST 210003288

Location of Parcel: 900' north of the Turkeysag Trail and Route 53 intersection

If any Deed Restrictions, please attach a copy

Request for an SUP for the purpose of: A-1 to B-1 Rezoning I Special Use Permit for Contractor's Storage Yard

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

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

Date: 3/16/22 Signature of Owner/Applicant: [Signature]
Subscribed and sworn to before me this 16th day of March, 2022
Notary Public: [Signature] Register # 7559481
My commission expires: 12-31-25



Office Use Only

Date Received: 03/21/22 Pre-Application Meeting: PH Sign Deposit Received: 03/21/22 Application #: SUP 22 : 01
Check #2163 \$90.00
\$800.00 fee plus mailing costs paid: Mailing Costs: \$20.00 Adjacent Property Owner(APO) after 1st 15, Certified Mail
Amendment of Condition: \$400.00 fee plus mailing costs paid:
Telecommunications Tower fee plus mailing costs paid: Telecom Consultant Review fee paid:
Election District: Cunningham Planning Area: Rivanna Community

Public Hearings

Table with 2 columns: Planning Commission, Board of Supervisors. Rows include Advertisement Dates, APO Notification, Date of Hearing, and Decision.



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

Name: Cory Johnston

Address: 498 Cunningham Meadows Dr

City: Palmyra

State: VA Zip Code: 22963

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

  
Applicant Signature

3/15/22  
Date

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


OFFICE USE ONLY	
Application #: <b>BZA</b> _____ :	<b>CPA</b> _____ :
<b>SUP</b> _____ :	<b>ZMP</b> _____ :
<b>ZTA</b> _____ :	
\$90 deposit paid per sign*:	Approximate date to be returned:

March 15, 2022

Fluvanna County Planning and Zoning  
132 Main Street  
Palmyra, VA 22963

**Re: AUTHORIZATION TO SUBMIT LAND USE APPLICATIONS**

Cory J. Johnston (the "Owner"), is the Owner of Fluvanna County tax parcel 17-2-2 (the "Property"). The Owner desires to submit land use applications affecting the Property, such as, but not limited to, Rezoning Applications, Special Use Permit Applications, Site Plan Applications, and other similar land use applications affecting the Property (collectively, the "Land Use Applications"). The Owners hereby authorize the following individuals and entities to submit Land Use Applications on behalf of the Owner in connection with the Property: Justin M. Shimp, Rachel Moon, and Kelsey Schlein of Shimp Engineering, P.C. This authorization includes the authority to take any other steps, and submit any other documentation to Fluvanna County necessary to effectuate the Land Use Applications on behalf of the Owner.

By:  \_\_\_\_\_  
Cory J. Johnston

Date: 3/16/22

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

Please see attached narrative

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

Please see attached narrative

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

Please see attached narrative

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

Please see attached narrative

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



**Commonwealth of Virginia**  
**County of Fluvanna**  
**Special Use Permit Checklist**

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

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

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

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

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

**Meetings for the processing of the application**

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

**Process:**

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

**Applicant or a representative must appear at the scheduled hearings.**

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

**Board Actions**

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

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

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

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

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

# REZONING | SPECIAL USE PERMIT CONCEPT PLAN

# JOHNSTON & CO. SELF-STORAGE

TAX MAP 17, PARCEL 2-2  
 FLUVANNA COUNTY, VIRGINIA  
 ZMP 22:02 | SUP 22:01

## LEGEND

EXISTING	NEW	DESCRIPTION
		<b>BOUNDARIES</b>
		BENCHMARK
		SITE PROPERTY LINE
		ADJACENT PROPERTY LINE
		BUILDING SETBACK
		PARKING SETBACK
		<b>SITE TEXT</b>
		PARKING COUNT
		<b>TOPOGRAPHY</b>
		INDEX CONTOUR
		INTERVAL CONTOUR
		SPOT ELEVATION
		TOP OF CURB ELEVATION
		TOP OF WALL ELEVATION
		BOTTOM OF WALL ELEVATION
		STREAM
		STREAM BUFFER
		100 YEAR FLOODPLAIN
		<b>BUILDING</b>
		BUILDING
		RETAINING WALL
		STAIRS
		EDGE OF PAVEMENT
		ROAD CENTERLINE
		FRONT OF CURB
		BACK OF CURB
		CG-12 TRUNCATED DOME
		SIDEWALK
		BIKE PARKING
		HANDICAP ACCESSIBLE AISLE
		HANDICAP PARKING
		<b>MATERIAL</b>
		CONCRETE
		RIPRAP
		ASPHALT
		EC-2 MATTING
		EC-3 MATTING
		WETLAND
		TREELINE
		FENCE
		<b>UTILITY</b>
		UTILITY POLE
		GUY WIRE
		OVERHEAD UTILITY
		UNDERGROUND UTILITY
		<b>STORM</b>
		STORM MANHOLE
		DROP INLET
		STORM SEWER
		ROOF DRAIN
		<b>SANITARY</b>
		SANITARY MANHOLE
		SANITARY SEWER MAIN
		SANITARY SEWER LATERAL
		<b>WATER</b>
		WATER LINE
		WATER METER
		WATER METER VAULT
		FIRE HYDRANT
		FIRE DEPARTMENT CONNECTION
		GAS
		GAS LINE
		<b>EASEMENTS</b>
		CONSTRUCTION
		GRADING
		ACCESS
		SIGHT DISTANCE
		UTILITY
		STORMWATER FACILITY MAINTENANCE
		STORMWATER ACCESS
		DRAINAGE
		SANITARY
		WATERLINE
		GASLINE

## OWNER & APPLICANT

Cory J. Johnston  
 498 Cunningham Meadows Drive  
 Palmyra VA 22963

## ZONING

A-1 - Agricultural  
 Request to rezone from A-1 Agricultural to B-1 Commercial  
 Request for special use permit for contractor's storage yard

## SETBACKS

Front (building): 50' from ROW  
 Front (parking): 25' from ROW  
 Side Adj. to Agricultural/Residential District (building): 50'  
 Side Adj. to Agricultural/Residential District (parking): 25'

## MAGISTERIAL DISTRICT

Palmyra

## SOURCE OF TITLE

Inst. 210003288

## SOURCE OF BOUNDARY AND TOPOGRAPHY

Boundary & topographic survey provided by: Foresight Survey P.C.  
 (2)-ft interval contours shown per LiDAR, Virginia Geographic Information Network, 2016

## BENCHMARK

Vertical Datum for topography is NAVD 88

## FLOODZONE

FEMA flood insurance rate map (community panel 51065C0065C), effective date May 16, 2008 shows this property is not within zone AE and no portion of the property lies within the 100-year flood plain.

## WATER & SANITARY SERVICES

Property lies within AQUA Virginia service area; public water and sewer connections are proposed if easements exist or can be obtained for connections

## GENERAL NOTES

This plan was created to accompany land use applications and is conceptual in nature. This plan is not approved for construction.

## EXISTING USE

Vacant Land

## PROPOSED USE

Contractor's Storage Yard & Self-Storage

## PARKING SCHEDULE

PARKING SCHEDULE FOR TMP 17-2-2

(UNSPECIFIED) PARKING: Sufficient parking for average number of employees and visitors  
 6 PARKING SPACES REQUIRED 10 PARKING SPACES PROVIDED

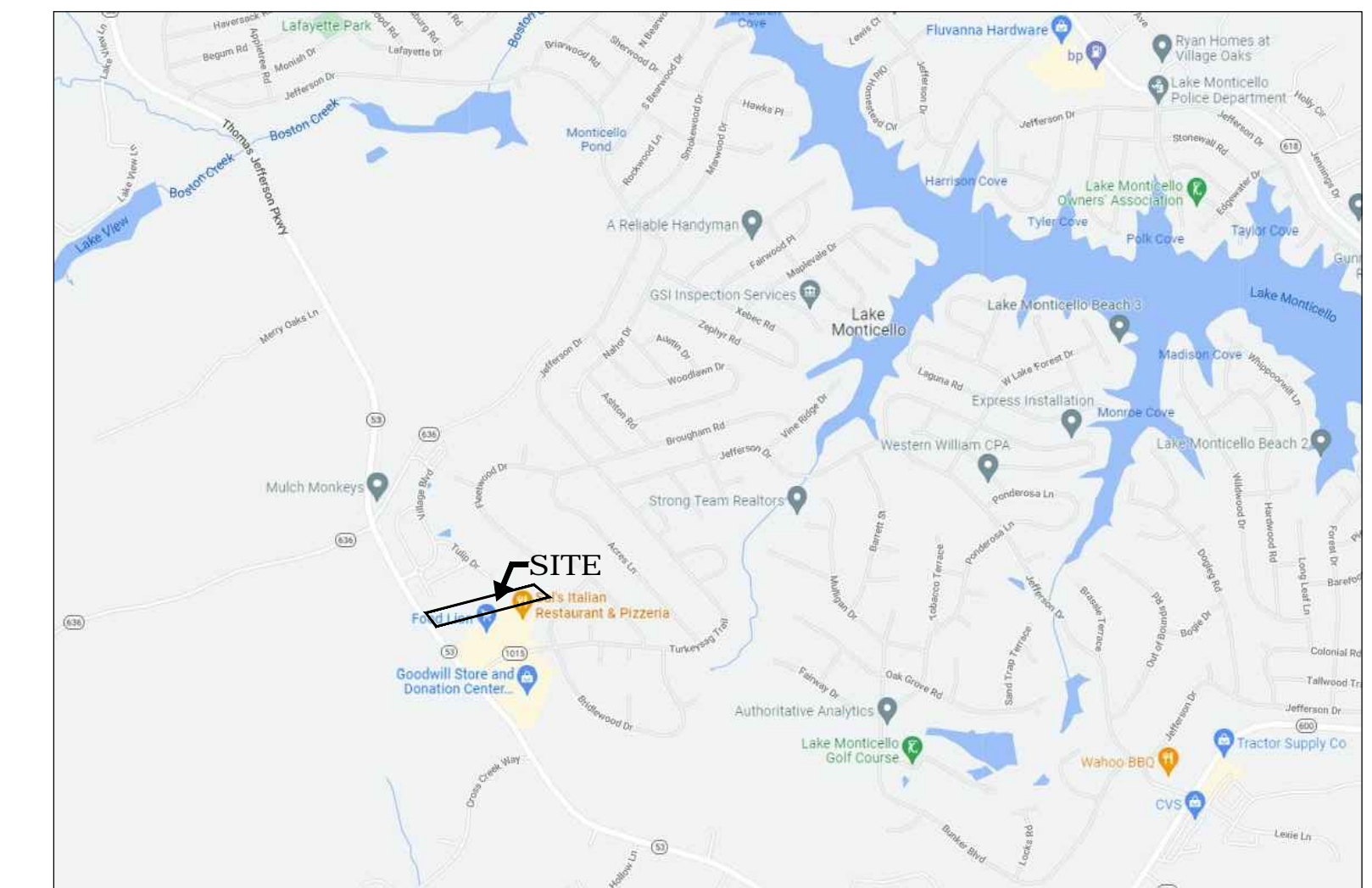
TOTAL REQUIRED: 6 PARKING SPACES  
 TOTAL PROVIDED: 10 PARKING SPACES

## ITE Trip Generation

Use Description	ITE	IV	AM			PM			Daily
			In	Out	Total	In	Out	Total	
Mini-Warehouse	151	60,400 SF	4	2	6	5	5	10	91
Small Office Building	712	500 SF	1	0	1	1	0	1	8
Specialty Trade Contractor	180	500 SF	1	0	1	0	1	1	5
<b>Total</b>			<b>4</b>	<b>2</b>	<b>8</b>	<b>5</b>	<b>5</b>	<b>12</b>	<b>104</b>

Trip Generation reflects AM and PM peak hour traffic.

## VICINITY MAP SCALE : 1"=2000'



Map provided by Google.com

## SHEET INDEX

- C1 COVER
- C2 EXISTING CONDITIONS
- C3 CONCEPT PLAN

## SHIMP ENGINEERING

LAND PLANNING | SITE DESIGN | CIVIL ENGINEERING | PROJECT MANAGEMENT  
 Design Focused Engineering

912 East High Street  
 Charlottesville, VA 22902  
 Phone: 434-227-5140  
 shimp-engineering.com

## REZONING | SPECIAL USE PERMIT FLUVANNA COUNTY, VIRGINIA JOHNSTON & CO. SELF-STORAGE

**SUBMISSION:**  
 2022.03.16  
**REVISION:**  
 2022.05.23

FILE NO. 21.078

## COVER

C1





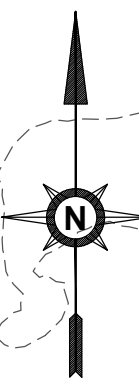
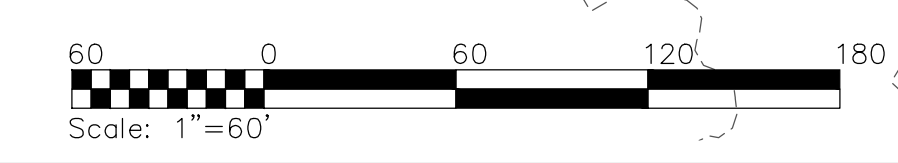
**SHIMP ENGINEERING**  
 LAND PLANNING | SITE DESIGN | CIVIL ENGINEERING | PROJECT MANAGEMENT  
 Design Focused Engineering  
 912 East High Street  
 Charlottesville, VA 22902  
 Phone: 434-227-5140  
 shimp-engineering.com

REZONING | SPECIAL USE PERMIT  
 FLUVANNA, VIRGINIA  
**JOHNSTON & CO.  
 SELF-STORAGE**

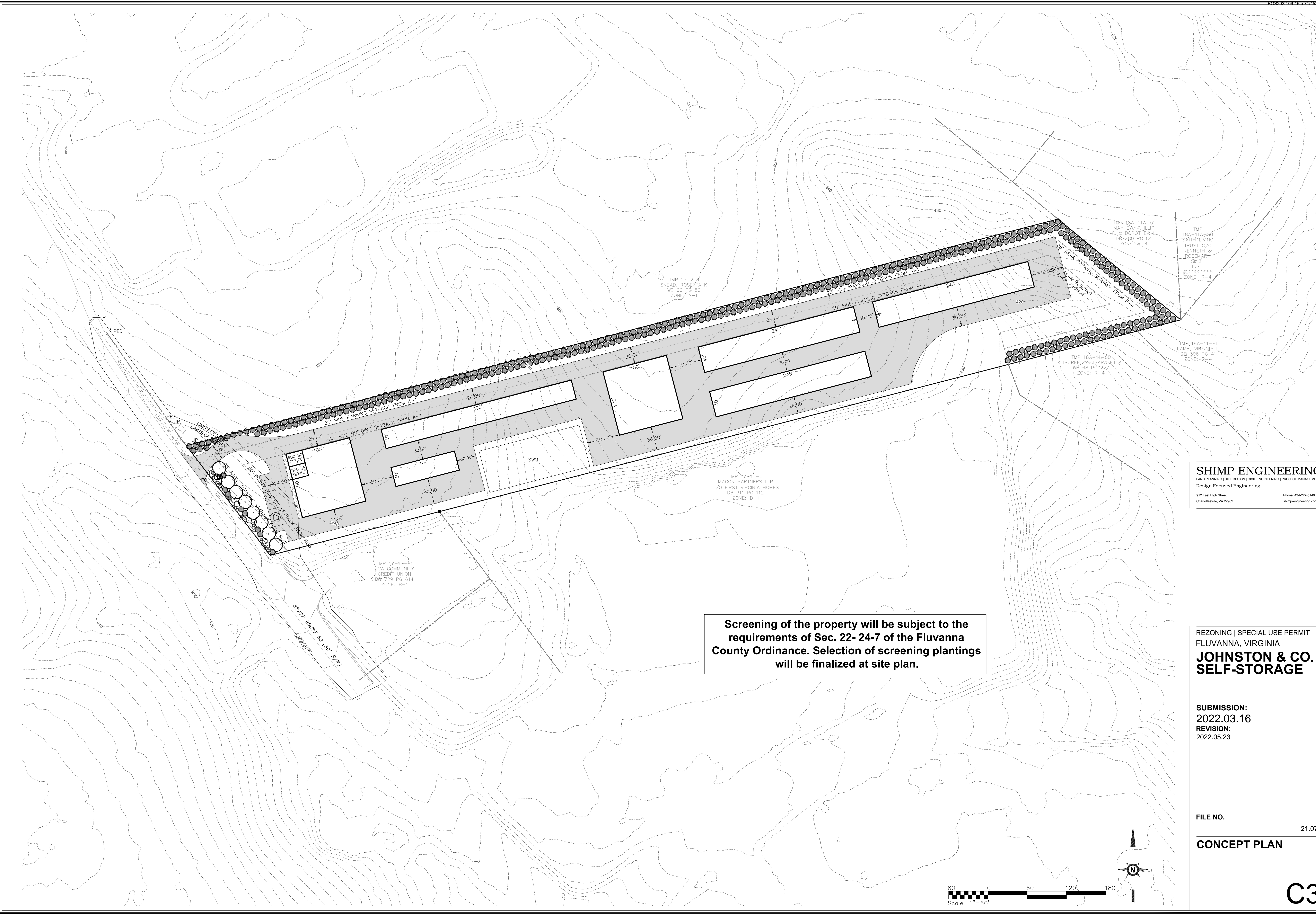
SUBMISSION:  
 2022.03.16  
 REVISION:  
 2022.05.23

FILE NO. 21.078

**EXISTING CONDITIONS**



**C2**



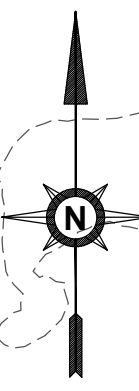
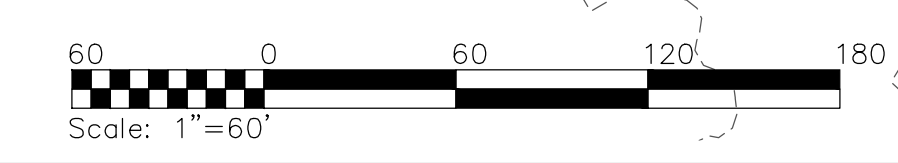
**Screening of the property will be subject to the requirements of Sec. 22- 24-7 of the Fluvanna County Ordinance. Selection of screening plantings will be finalized at site plan.**

**SHIMP ENGINEERING**  
 LAND PLANNING | SITE DESIGN | CIVIL ENGINEERING | PROJECT MANAGEMENT  
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 912 East High Street  
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REZONING | SPECIAL USE PERMIT  
 FLUVANNA, VIRGINIA  
**JOHNSTON & CO.**  
**SELF-STORAGE**

**SUBMISSION:**  
 2022.03.16  
**REVISION:**  
 2022.05.23

FILE NO. 21.078  
**CONCEPT PLAN**



**C3**





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

**TAB D**

<b>MEETING DATE:</b>	June 15, 2022				
<b>AGENDA TITLE:</b>	2022 VATI Grant Three-Party Agreement				
<b>MOTION(s):</b>	<p><b>I move the Board of Supervisors approve the Agreement between Thomas Jefferson Planning District Commission, Firefly, and Fluvanna County Regarding Awarded VATI 2022 Funding (the "Grant Agreement") consistent with that prior resolution No. 18-2021 approved by the Board of Supervisors on August 18, 2021, approving up to \$601,500 in matching funding as further described therein using American Rescue Plan Funds, and as further anticipated by the Phase One Memorandum of Understanding dated March 1, 2021, and the Application for Funding, which the Grant Agreement formally sets forth the respective roles regarding the work and project as the VATI grant has been awarded, with such Grant Agreement being subject to reasonable modifications deemed appropriate by the County Administrator and the County Attorney and further authorize the County Administrator to execute the agreements subject to approval as to form by the County Attorney.</b></p>				
<b>STRATEGIC INITIATIVE?</b>	Yes	No	<b>If yes, list initiative(s):</b>	A2	
	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>	Eric Dahl, County Administrator				
<b>RECOMMENDATION:</b>	Approve				
<b>TIMING:</b>	Immediate				
<b>DISCUSSION:</b>	<ul style="list-style-type: none"> <li>• The Virginia Department of Housing and Community Development (DHCD) has been authorized to distribute and administer funds awarded through the Virginia Telecommunications Initiative ("VATI") grant-making process.</li> <li>• Fluvanna entered into a multi-party, multijurisdictional cooperative agreement title "Phase One Memorandum of Understanding" and dated March 1, 2021, wherein Fluvanna agreed to support Firefly's and other parties efforts to provide universal broadband coverage to the participating counties, which are Albemarle, Amherst, Appomattox, Buckingham, Campbell, Cumberland, Fluvanna, Goochland, Greene, Louisa, Madison, Nelson, and Powhatan.</li> <li>• Fluvanna County unanimously participated in this regional project, to fully support the application, and to provide local matching funds up to \$601,500 at its August 18, 2021 Board of Supervisors meeting, with those funds to come from the County's ARPA allocation.</li> </ul>				

	<ul style="list-style-type: none"> <li>• The participating counties cooperated in the VATI 2022 grant application process, with TJPDC as the primary applicant and FIREFLY as the co-applicant, and the parties understand the participating counties remain committed to bringing universal broadband internet access to their residents and businesses.</li> <li>• The County now enters into this agreement (“TJPDC/FIREFLY Fluvanna County Agreement”) formally setting forth the respective roles regarding the work and project as the VATI grant has been awarded.</li> </ul>				
<b>FISCAL IMPACT:</b>	The Board of Supervisors approved \$601,500 from the County’s ARPA allocation.				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	Agreement between TJPDC, Firefly, and Fluvanna County Regarding Awarded VATI 2022 Funding				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
	<b>X</b>	<b>X</b>			

**Agreement between Thomas Jefferson Planning District Commission,  
Firefly, and Fluvanna County  
Regarding Awarded VATI 2022 Funding**

This Grant Agreement (“Agreement”), effective December 15, 2021, and dated June 1, 2022, is entered into by and between the Thomas Jefferson Planning District Commission (“TJPDC”), a public body corporate and politic jointly and cooperatively created by its member localities pursuant to Virginia Code § 15.2-2219 and § 15.2-4200 *et seq.*, Firefly Fiber Broadband (“FIREFLY”), and Fluvanna County (“Fluvanna County”, (“the Parties”).

WITNESSETH:

- A. WHEREAS, the Commonwealth of Virginia established the Virginia Telecommunication Initiative (“VATI”); and
- B. WHEREAS, pursuant to the VATI program guidelines and statutory authority, the primary objective of VATI is to provide financial assistance to supplement construction costs by private sector broadband providers, in partnership with local units of government, to extend broadband facilities to areas that presently are unserved by any broadband provider; and
- C. WHEREAS, the Virginia Department of Housing and Community Development (DHCD) has been authorized to distribute and administer funds awarded through the Virginia Telecommunications Initiative (“VATI”) grant-making process; and
- D. WHEREAS, Fluvanna entered into a multi-party, multijurisdictional cooperative agreement title “Phase One Memorandum of Understanding” and dated March 1, 2021, wherein Fluvanna agreed to support Firefly’s and other parties efforts to provide universal broadband coverage to the participating counties, which are Albemarle, Amherst, Appomattox, Buckingham, Campbell, Cumberland, Fluvanna, Goochland, Greene, Louisa, Madison, Nelson, and Powhatan; and
- E. WHEREAS, Fluvanna County continues to affirm its intention to remain a party to the effort and pledged its support for obtaining VATI funding to achieve deployment of a fiber-to-the-premises last-mile broadband network to offer service to all locations within Fluvanna County and within all other participating counties; and
- F. WHEREAS, Fluvanna County unanimously resolved to participate in this regional project, to fully support the application, and to provide local matching funds up to \$601,500 at its August 18, 2021 Board of Supervisors meeting; and
- G. WHEREAS, the participating counties cooperated in the VATI 2022 grant application process, with TJPDC as the primary applicant and FIREFLY as the co-applicant, and the parties understand the participating counties remain committed to bringing universal broadband internet access to their residents and businesses; and

H. WHEREAS, DHCD awarded TJPDC and co-applicant FIREFLY a 2022 VATI grant (VATISF#2022-034 on December 15, 2021) to provide a fiber optic network that would extend through parts of the participating counties; and

I. WHEREAS, an Agreement between DHCH and TJPDC, inclusive of VATI #2022-034 Special Conditions (the “DHCD Agreement”), setting forth the terms and conditions of the VATO award will be executed. The DHCD Agreement will impose certain responsibilities on TJPDC, Firefly and the participating counties upon acceptance of the VATI grant; and

J. WHEREAS, this VATI project is anticipated to take at least 36 months from the date of the grant award to complete; and

K. WHEREAS, Fluvanna County has committed \$601,500 in matching funds from its American Rescue Plan Funds (“ARPA Funds”) to support the Fluvanna County portion of the project, subject to appropriations; and

L. WHEREAS, as anticipated in the Phase One Memorandum of Understanding and the Application for Funding, and the forthcoming DHCD Agreement, the Parties now enter into this agreement (“TJPDC/FIREFLY Fluvanna County Agreement”) formally setting forth the respective roles regarding the work and project as the VATI grant has been awarded.

NOW, in consideration of the recitals, mutual promises, and such other consideration set forth herein, the receipt and sufficiency of which are hereby acknowledged, TJPDC, FIREFLY and Fluvanna County now hereby agree as follows:

**TJPDC**, on behalf of itself, Fluvanna County, and the counties participating in the VATI grant will do the following:

- 1) Maintain all data and records related to the project for a period of five (5) years or longer following the conclusion of the project for the purposes of compliance with potential audits. TJPDC understands and acknowledges that Fluvanna County is relying on ARPA Funds to support the project and TJPDC will cooperate with Fluvanna County and provide any required documentation or records related to the project/funding as necessary or requested by Fluvanna County to comply with applicable law and the American Rescue Plan Act (“ARPA”); and
- 2) Serve as fiscal agent for the project and maintain accurate records of the financial expenditures of the VATI monies, including, but not limited to financial reports, monthly funding draws, approval of FIREFLY expenditures and invoices, documentation of matching funds, receipt and disbursement of matching funds, etc. in compliance with this Agreement, the DHCD Agreement, applicable law and as may be required related to Fluvanna County’s ARPA Funds ; and
- 3) Provide overall grant management of the VATI project, as well as coordination and administration of the project by working as a liaison between the counties, FIREFLY and DHCD; and

- 4) Assist the participating counties and FIREFLY with educating the public about the project and services to be available in their respective areas; and
- 5) Submit invoices to Fluvanna County that detail the County's expense obligations for the required matching funding for project completion in the Fluvanna County area in accordance with all requirements of applicable law and as may be required to comply with ARPA; and
- 6) Provide a copy of the monthly financial and performance report to DHCD that provides information on progress against established project milestones as approved by DHCD; and
- 7) At Fluvanna County request, share or request from FIREFLY all invoices applicable to the construction project in Fluvanna County and cooperate with Fluvanna County to verify pre-construction or construction work has been completed or equipment has been ordered and received prior to disbursing any VATI funds; and
- 8) Use its best efforts to request the full amount of grant funds prior to June 30, 2025; and
- 9) Notify FIREFLY and Fluvanna County immediately of any change in the availability of funding; and
- 10) Cooperate with FIREFLY in requesting from DHCD any needed extension to the completion date; and
- 11) Share FIREFLY's post-closeout subscriber reports with Fluvanna County; and
- 12) Provide Fluvanna County with a copy of the DHCD Agreement as soon as it is available.

**FIREFLY will:**

- 1) Provide the TJPDC with required information for the management of the VATI grant, including, but not limited to progress reports and monthly invoices, to include all supporting documentation to verify eligible expenses; and
- 2) Prepare and file the required documents to the localities for zoning and permit applications; and
- 3) Design, engineer, construct and implement broadband services as designated in the VATI application, in compliance with the grant program requirements, applicable law, the DHCD Agreement and this Agreement. Firefly acknowledges that Fluvanna County is using ARPA Funds for this project; and
- 4) Allow TJPDC or Fluvanna County to audit and verify project progress at reasonable times and places, including the inspection of project sites or anytime required by applicable law or related to ARPA requirements. TJPDC and Fluvanna County and its representatives, agents, and employees must maintain the confidentiality of any proprietary information obtained or learned through such audits or inspections and agree to indefinitely maintain such confidentiality to the furthest extent permitted under law. Firefly agrees to notify TJPDC and Fluvanna County in writing of any information it asserts should be subject to this subsection prior to providing such information and any written or electronically submitted proprietary information must be specifically marked as such; and
- 5) Guarantee that the minimum bandwidth offerings for the project will be no less than the Federal Communications Commission's definition of broadband as of the date of project commencement; and

- 6) Provide service extensions from the network backbone of up to 2,500 feet to any location within the project service area; and
- 7) Participate in the federal Affordable Connectivity Program; and
- 8) Perform the necessary speed testing and reporting to comply with the DHCD Agreement; and
- 9) Own, along with Rappahannock Electric Cooperative, all assets to be funded by VATI grant monies and the localities matching funds; and
- 10) Provide ongoing communication and outreach to the counties and its residents throughout the project; and
- 11) Indemnify, defend, and hold Fluvanna County and TJPDC harmless for any failure(s) by it to complete any Grant Activities described in the DHCD Contract Documents; and
- 12) Provide all invoices requested by TJPDC applicable to the construction project and cooperate with TJPDC or Fluvanna County to verify pre-construction or construction work has been completed or equipment has been ordered and received prior to receiving any VATI funds; and
- 13) Provide to TJPDC its post-closeout subscriber reports necessary to fulfill reporting requirements by TJPDC to DHCD, according to its agreement with DHCD.

Fluvanna County will:

- 1) Provide matching funds in an amount not to exceed \$601,500 for the grant activities constructed in and provided to Fluvanna County over the period of the project; and
- 2) Maintain all data and records related to the project for a period of five (5) years following the conclusion of the project; and
- 3) Produce all data and records related to the project upon written request of TJPDC or DHCD or its successors or designees within thirty (30) days; and
- 4) Provide prompt payment of submitted invoices to TJPDC within 45 days of the receipt of an invoice; and
- 5) Acknowledge and agree that a certain portion of the DHCD VATI award may be retained by DHCD and paid in accordance with the provision of the DHCD Agreement; and
- 6) Cooperate with TJPDC and FIREFLY to communicate the project to Fluvanna County residents and business owners; and
- 7) Recognize TJPDC, FIREFLY, and DHCD support in their efforts to expand broadband in all project-related communication with the media and its marketing publications; and
- 8) Cooperate with FIREFLY in requesting from DHCD any needed extension to the completion date.

All Parties will use due diligence and best efforts on community outreach and marketing the availability of service, which is the intent of the project and VATI program. The Parties acknowledge, however, that the actual number of customers who choose to subscribe is beyond the Parties' control. The Parties also acknowledge that the DHCD's intent is that the Parties exercise due diligence and best efforts and that no grant funds will be returned to the Commonwealth nor retained by TJPDC and Fluvanna County so



long as the Parties in fact exercise due diligence and best efforts to reach the project and program goals.

### **CONTRACT PERFORMANCE**

This agreement will terminate when DHCD notifies the TJPDC that all grant requirements have been satisfied.

This Agreement constitutes the entire agreement as to the Project and any associated VATI grant. This Agreement may not be amended or modified except in writing, signed by each of the parties hereto.

Recognizing the scale and complexity of this project, to the extent that changes to the project management schedule arise due to requirements imposed by DHCD or for any other reason not caused by the action or failure to act by any party to this agreement, including Acts of God, weather events, or construction supply and/or labor shortages, the Parties agree to engage in good faith discussions to undertake modifications to the schedule. All agreed-upon changes to the project management schedule shall be set forth in a new written schedule and provided to all Parties. A formal amendment to this Agreement shall not be required, but the Parties will cooperate to request a project completion date extension from DHCD as needed.

This Agreement is conditioned upon TJPDC and other necessary parties executing the DHCD Agreement and obtaining funding under the VATI program.

The Parties will cooperate with any audit of this project and Grant Activities undertaken by DHCD. This responsibility survives the termination of this Agreement. TJPDC and Fluvanna County and its representatives, agents, and employees agree to maintain the confidentiality of any proprietary information obtained or learned through such audits and agree to indefinitely maintain such confidentiality to the furthest extent permitted under law.

This Agreement is made and is intended to be performed in the Commonwealth of Virginia and must be construed and enforced in accordance with the laws of the Commonwealth of Virginia.

[SIGNATURE PAGES INCLUDED ON THE FOLLOWING THREE PAGES]

FIREFLY FIBER BROADBAND

By: \_\_\_\_\_  
Gary Wood, President and Chief Executive Officer

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

[REMAINDER OF PAGE BLANK]

Fluvanna County

By: \_\_\_\_\_  
Eric Dahl, County Administrator

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

Approved as to form:

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

[REMAINDER OF PAGE BLANK]

THOMAS JEFFERSON PLANNING DISTRICT COMMISSION

By: \_\_\_\_\_  
Christine Jacobs, Executive Director

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

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

**TAB E**

<b>MEETING DATE:</b>	June 15, 2022				
<b>AGENDA TITLE:</b>	<b>Draper Aden Project Agreement #2 Amendment - Fork Union Fire Training Building</b>				
<b>MOTION(s):</b>	<p><b><u>Motion #1:</u></b>  I move the Board of Supervisors to approve the Amendment to Project Agreement # 2 Term Contract Between Fluvanna County and Draper Aden Associates for Professional Services for the Fork Union Fire Training Building to complete Site Development Plans and further authorize the County Administrator to execute the agreements subject to approval as to form by the County Attorney.</p> <p><b><u>Motion #2:</u></b>  I move the Board of Supervisors approve a budget transfer of \$1,000 from the FY22 BOS Contingency budget to the FY22 Fire Training Building CIP budget for the Site Development Plan updates.</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>	Donna Allen, Purchasing Officer				
<b>PRESENTER(S):</b>	Donna Allen, Purchasing Officer				
<b>RECOMMENDATION:</b>	Recommend approval				
<b>TIMING:</b>	Routine				
<b>DISCUSSION:</b>	<ul style="list-style-type: none"> <li>• This project agreement amendment is for the engineers to provide the county with an updated site plan for the site the burn building will be constructed.</li> <li>• The completed site plan will be included in a new IFB to be issued.</li> </ul>				
<b>FISCAL IMPACT:</b>	This \$1,000 request is needed to update the Fire Training Building site development plan.				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	<ul style="list-style-type: none"> <li>• Draper Aden Amendment to Project Agreement # 2 - Fork Union Fire Training Building – Site Development Plan Update, with Exhibits.</li> </ul>				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
	<b>X</b>		<b>X</b>		





**AMENDMENT TO PROJECT AGREEMENT # 2**  
**TERM CONTRACT BETWEEN COUNTY AND ARCHITECT/ENGINEER FOR**  
**PROFESSIONAL SERVICES**  
**FORK UNION FIRE TRAINING BUILDING – SITE DEVELOPMENT PLANS**

This Amendment to Project Agreement #2 (the “Amendment”) made this \_\_\_\_ day of \_\_\_\_\_, 2022, between Fluvanna County, Virginia (the “County”), a political subdivision of the Commonwealth of Virginia, and Draper Aden Associates, Inc., doing business as Draper Aden Associates (the “Consultant”), a Virginia corporation, is an amendment to that Project Agreement 2 (including any exhibits thereto, “PA2”), being addendum to that TERM CONTRACT BETWEEN COUNTY AND ARCHITECT/ENGINEER FOR PROFESSIONAL SERVICES dated the 22<sup>ND</sup> day of October, 2018 (including all exhibits thereto the “Agreement”). All defined terms in the Agreement shall have the same meaning in this Amendment unless the context used herein requires otherwise.

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

Whereas, the County entered into PA2 for the Consultant to complete certain Services generally summarized as “FORK UNION FIRE TRAINING BUILDING – SITE DEVELOPMENT PLANS” per the Proposal attached to PA2, as more specifically described in PA2;

Whereas the County requested certain revisions and modifications to the Services performed on Task Order 2 as such were detailed in various e-mail communications, including without limitation, those e-mails attached hereto as Exhibits 1, 2, 3 and 4, respectively (the “Requests”). Consultant submitted a Proposal in response to the Requests by email dated May 11, 2022 (“the Proposal”) which is attached hereto as Exhibit 5 and incorporated by reference herein as a material part of this Project Agreement. Collectively Exhibits 1 through 5 are referred to herein as the “Exhibits”);

Whereas, the County desires that the Consultant complete all those services described as the Requests and listed in the Proposal, including without limitation, requested revisions to the Topographic Survey and Base Map, Site Development Construction Documents, Bid Assistance, and Construction Phase Services, as detailed therein (collectively the “Additional Services”) and

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

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

**ARTICLE I: SERVICES**

In addition to all those services currently provided under PA2, the Consultant shall provide all work, labor, training, supervision, maintenance and materials necessary to perform all those services described as Additional Services and must meet or exceed the requirements of this Amendment, the Exhibits, PA2, and the Agreement RELATED TO THE PERFORMANCE OF SUCH Additional Services. All items provided and Additional Services rendered under this Contact shall be done in a good and workmanlike manner of the highest professional standards and so as to pass without exception in the industry and shall be consistent with applicable local, state and federal laws, statutes, ordinances and requirements while performing the Additional Services.

## ARTICLE II: TASK ORDERS

Consultant shall provide all work and services necessary or desired to complete the Task Order consistent with all provisions of this Project Agreement, PA2, the Exhibits and the Agreement.

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

Fluvanna County  
Mr. Calvin Hickman  
132 Main Street  
Palmyra, VA 22963  
Phone: (434) 591-1925  
E-mail: [calvin.hickman@fluvannacounty.org](mailto:calvin.hickman@fluvannacounty.org)

Billing inquiries should be directed to Donna Allen, Purchasing Officer, whose contact information appears below: County

ATTN: Donna Allen, Purchasing Officer  
Fluvanna County  
P.O. Box 540  
Palmyra, VA 22963  
Telephone (434) 591-1937  
FAX (434) 591-1931

## ARTICLE III: EXHIBITS AND RESOLVING CONFLICTS

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

- (i) This Amendment;
- (ii) Exhibit 1-4;
- (iii) Exhibit 5;
- (iv) PA2;
- (v) The Agreement including exhibits thereto.

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

## ARTICLE IV: COMPENSATION

The Contractor will receive up to a not-to-exceed fee of: ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00); based on actual time worked; which shall be payable by the County upon

proper invoice by the Contractor as described herein. The Contractor shall submit invoices to the County of Fluvanna for services on the Additional Services no more than monthly. The invoice shall describe the services rendered to date with specificity. The Contractor will be paid within forty-five (45) days of receipt of a valid invoice following final acceptance of all work by the County of Fluvanna.” No invoice may be provided by the Contractor to the County until the items or services purchased have been delivered to, inspected by and accepted by the County. In no event shall the fees due under this Project Agreement exceed \$1,000.00 and the Contractor agrees to complete all work on the Additional Services for such not to exceed total even if the time and materials totals exceeds such amount.

All hourly work shall be billable to the County in increments of a quarter of an hour (at a quarter the hourly rate), or less if that is the Contractor’s standard practice. All hourly rates invoiced must be no more than those approved in the Agreement. The minimum charge shall be a quarter of an hour, or less if that is the Contractor’s standard practice. Any materials, parts, or other items for the services shall be invoiced at cost without mark-up of any kind, and must be approved in advance by the County in a signed writing. Notwithstanding any of the foregoing, the cost of any services shall not exceed any not to exceed amount set out herein. A not to exceed fee includes all fees, costs and charges of any kind to perform all the services and work, including supplying at its own cost and expense any necessary tools, equipment or materials, necessary or desirable for completion of the task specified.

**III. TERM:** The Consultant shall complete to the sole satisfaction of the County the Additional Services promptly upon request and as such are needed by the County, and in any event a plan revision owing to design changes from easement acquisitions must be completed and available to the County within twenty-one (21) days of a request from the County for such revisions, time being of the essence.

**VII. MISCELLANEOUS.** The headings of the sections of this Amendment 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 Amendment may be executed in multiple counterparts each of which shall be deemed an original and together which shall constitute the Agreement. This Amendment may be executed in duplicate originals, any of which shall be equally authentic. In addition to allowing electronic signatures upon an electronic copy of this Agreement, as provided by Virginia law, facsimile signatures upon any signature page will be considered to be original signatures. This Agreement, together with exhibits hereto, contains the entire understanding of the parties with respect to the subject matter hereof and is to be modified only by a writing signed by the parties to this Agreement. Except as specifically amended hereby, the Agreement remains in full force and effect.

**[SIGNATURE PAGE TO FOLLOW.]**

Architectural and Engineering Services  
Fluvanna County, VA

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

Consultant:  
Draper Aden Associates, Inc.

County:  
Fluvanna County

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

Approved as to form:

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

**Kristina Hofmann**

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**From:** Kristina Hofmann  
**Sent:** Wednesday, May 11, 2022 4:55 PM  
**To:** Benjamin Powell; Eric Dahl  
**Cc:** Carolyn Howard; Kevin Whitney; Donna Allen; Debbie Smith  
**Subject:** RE: Burn Building Addendum Review  
**Attachments:** Burn Building Documents; Re: Burn Building Award and Extension Letter; RE: 3461 Fluvanna County Fire Burn Building - FW: CRA Contact

Carolyn –

I have confirmed with Eric and Ben that you may proceed with the modifications needed to address the comments from Ben below and all of the addendums issued to the prior IFB up to that not to exceed amount of \$1000 (hourly up to no more than \$1000, as required by the Project Agreement) as a Project Agreement Amendment under the existing PA. I will draft up that amendment reflecting the additional work to be compiled.

If you have questions, please reach out to Ben and Eric.

Thanks!

Kristina M. Hofmann  
 Deputy Fluvanna County Attorney  
 Fluvanna County Attorney's Office  
 414 East Jefferson Street  
 Charlottesville, VA 22902  
 Telephone: (434) 977-4507  
 Facsimile: (434) 977-6574

**From:** Benjamin Powell <bpowell@fluvannacounty.org>  
**Sent:** Wednesday, May 11, 2022 12:08 PM  
**To:** Kristina Hofmann <khofmann@fluvannacounty.org>; Eric Dahl <edahl@fluvannacounty.org>  
**Cc:** Carolyn Howard <CHoward@daa.com>; Kevin Whitney <kwhitney@cra-architects.com>; Donna Allen <dallen@fluvannacounty.org>; Debbie Smith <dsmith@fluvannacounty.org>  
**Subject:** Burn Building Addendum Review

Ms. Hofmann, I reviewed the 4-addendums from the previous pre bid conference of June 2020.

In comparing some of the comments with the approved plans from July 2021 I think it would be in Fluvanna's best interest to allow the two engineering firms to update their plans specifically addressing these addendum items. It appeared to me some items may have been addressed but not specific enough, some items were not addressed, and those comments on engineering aspects would have to be addressed by those engineering firms.

I did make note of a few items that need to be considered:

- The note on the Site Plan, Sheet C-4, for the lighting detail. It states the locality would provide these details. I would suggest that the Site Plan Engineer provide details for the light pole and lights per Section 22-25-5 as noted in the Fluvanna Planning Commission Report of July 9, 2019 by Ms.

Steele. This would include the underground power supply to the burn building panel box that will control those (4) lights.

- The Building design engineer will provide detail for the underground power lines from the electrical panel box in the burn building to the (4) light poles.
- The Site Plan on Sheet C-6.2-Typical Roadway Cross Section- indicates asphalt pavement. The entrance road and driveway around the building is to be compact gravel.
- Questions on the water line, gravel bedding, thrust blocks, tapping material, valves, and hydrants appear to me to be adequate on the Site Plan, Sheet C-6.2. Also, in the General Notes in #6-"All water construction and materials shall conform with the latest standards and specifications of Fork Union Sanitation District." I would allow the contract bidder to include the tapping of the water line and installing the water line, valves and hydrants per the plan and coordinate with the Fork Union Sanitation District.

I did speak with Mr. Whitney on a couple of items this morning for clarification. After that conversation I do, again, suggest that we allow the engineering firms to update their plans, site and building, to address the addendums.

Also, this plan review process is responding to contractor questions on existing, approved plans from TSG, not changing the existing plans and should not require another submittal to TSG.

I hope this reply does help with your request,

Ben Powell, Project Manager

**Kristina Hofmann**

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**From:** Benjamin Powell  
**Sent:** Tuesday, May 10, 2022 10:33 AM  
**To:** Kristina Hofmann; Eric Dahl; Caitlin Solis; Debbie Smith; Donna Allen  
**Cc:** Kevin Whitney  
**Subject:** Burn Building Documents  
**Attachments:** Live-Fire-Training-Structure Grant Program.-June-2020.pdf; 2019 3-12 Draper Aden Proposal for Fire Bldg Design-Build.pdf; 2020 7-15 IFB#2020-01 Addendum 3 Draper Aden.docx; 2020 1-10 TJWD Fork Union Fire Training Building ESC Approval Letter.pdf; VA16075-BB49 Drawing Review Letter 2021-7-19 & Cursory Summary.pdf

Attached is the following information:

- VDFP "Live Fire Training Structure Grant Program" dated June 2020. Review Section F-Terms of Grant - "Grant Completion" for final inspection. This copy is newer than the 11/7/2015 information I sent previously, but reads the same.
- The final approval letter from The Structures Group (TSG) on approval of all comments concerning the building plan from CRA. This is dated July 19, 2021. This is the last comments submitted and approved for the current set of plans.
- A copy of Draper Aden proposal for completing the Site Plan (3/12/2019) and a copy of Draper Aden Addendum #3 for the IFB dated July 9, 2020 with reply.
- Thomas Jefferson Soil and Water Conservation District approval of Site Plan dated January 10, 2020.

Also, in the set of Site Plans I have on Page 13, the "Pipe Bedding Detail" appears to discuss the rock and compaction of the rock backfill for one of the concerns. This is dated November 1, 2019.

If you need anything further please back in touch. I will be around the house working today and will check my phone for messages.

Thank you,  
Ben Powell







***LIVE FIRE TRAINING STRUCTURE GRANT PROGRAM***

Grant Awards to Construct, Renovate or Repair  
Live Fire Training Structure throughout the Commonwealth

**VIRGINIA DEPARTMENT OF FIRE PROGRAMS  
VIRGINIA FIRE SERVICES BOARD**

1005 Technology Park Drive  
Glen Allen, Virginia 23059-4500

Tel: (804) 371-0220

Fax: (804) 371-3358

[www.vafire.com](http://www.vafire.com)

**A) PURPOSE**

In accordance with §38.2-401-D of the *Code of Virginia*, the Live Fire Training Structure Grant Program (hereinafter referred to as "the Grant") was established to provide defined grants to Virginia localities seeking to construct, renovate (including additions), or repair permanent Live Fire Training Structure in accordance with the most current edition of NFPA 1402. The term Live Fire Training Structure refers to a structure specifically designed for conducting live fire training evolutions on a repetitive basis in accordance with the most current edition of NFPA 1001 and 1403.

The Grant is a matching/cost sharing program. The percentage of match/cost share is relative to the size of the capital project the locality intends to construct; however, the purpose of the Grant for permanent Live Fire Training Structure is to provide funding to localities for the construction, renovation, or repair of the Live Fire Training Structure only.

As approved by the Virginia Fire Services Board, the Grant may also provide exclusive funding to the Virginia Department of Fire Programs for the acquisition, renovation, repair, service, and management of the Mobile Live Fire Training Structure Props Program to provide training opportunities to multiple jurisdictions in support of Fire Fighter I and Fire Fighter II Training throughout the Commonwealth of Virginia per the most current edition of NFPA 1001 & 1403 training standards.

As approved by the Virginia Fire Services Board, the Grant may also provide funding to the Virginia Department of Fire Programs for the execution and delivery of an exclusive contract for engineering consulting services to the VFSB. The engineering firm is on contract to VDFP exclusively, and to prevent conflict of interest may not contract with local jurisdictions on the Grant projects for which funding is sought through the Grant. The engineering firm is on contract to and is tasked by VDFP. The principal point of contact to the engineering consulting firm shall be the Executive Director of VDFP, or his VDFP staff designee.

**B) GENERAL OVERVIEW**

Grant disbursements to eligible jurisdictions for permanent Live Fire Training Structure construction, renovations and/or additions, or repairs are administered by the *Virginia Department of Fire Programs*, VDFP, ("the Agency") from the Commonwealth's *Fire Programs Fund* as provided for in the *Code of Virginia* (§38.2-401:D) and consistent with policy guidance provided by the *Virginia Fire Services Board*, VFSB, ("the Board") as set forth within this document. All grants to construct or renovate permanent Live Fire Training Structure shall be approved by the *Virginia Fire Services Board*. All grants to repair permanent Live Fire Training Structure shall be approved by the Department of Fire Programs as directed in this document.

**C) CODE OF VIRGINIA CITATION**

- 1) §38.2-401 and §9.1-203 of the *Code of Virginia* as amended – "Fire Programs Fund," is incorporated herein by reference.
- 2) *The Virginia Administrative Code*:
  - 19VAC15-40-20. Fire Related Training
  - 19VAC15-40-90. Good cause Prohibition of Local Training Appeal
  - 19VAC15-40-100. Fire Training Center

**D) PRECEDENTS OF LAW & DISCLAIMER**

Nothing contained within this document shall or be construed to supersede the applicable laws and regulations of the Commonwealth of Virginia. In the event of a conflict the applicable law shall supersede the conflicting provision of this policy statement.

**E) TRAINING FACILITIES COMMITTEE**

The Live Structure Committee will review and analyze the Live Fire Training Structure Grant Program and make recommendations to the full board.

The following positions have been appointed to the Committee and must include a minimum of the following:

- \*Either a Board of Housing & Community Development or General Public member;
- \*Either a VACO or VML member;
- \*The Insurance Industry member;
- \*Training Committee chair (as currently appointed); and
- \*Chair of Committee (to be appointed by the Board Chair).

**F) DEFINITION OF TERMS**

**Engineering/Architect (E/A) Fees** – The Registered Design Professional in responsible charge of the E/A firm's work must be registered in the Commonwealth of Virginia. Grant awards for new construction projects may include up to \$30,000<sup>00</sup> in additional monies for E/A fees and expenses for the current grant award amount. E/A fees will not be granted for renovations and/or repairs. These fees and expenses shall include adapting the approved model structure design to the selected site, featuring contract drawings and specifications, and providing limited construction services, including:

- ◆ Product Submittal and Shop drawing review,
- ◆ Up to six (6) site visits, and
- ◆ Responses to Requests for Information from Contractors.

**Live Fire Training Structure** – A structure specifically designed for conducting live fire training evolutions on a repetitive basis in accordance with the most current edition of NFPA 1001 and 1402 (NFPA 1402, 3.3.1).

**Combination Buildings/Training Structures:** As stated in NFPA 1402, at some training centers, because of a lack of available space or funds, individual structures for drill tower functions, live fire training, smoke training, or any combination thereof, might not be built.

In these instances, a combination training structures are utilized to conduct live fire training and any of the following:

1. Engineering design and construction must be reviewed and approved by the Agency's E/A Firm.
2. Consideration will be within the scope of new construction only.
3. No additional funds will be awarded outside of this policy's specifications.

Such scenario is generally accomplished by the supervised deliberate setting of a fire or establishment of a dense smoke environment within the structure to practice fire suppression and other allied fire attack skills.

*As such, the structure shall not be used as an occupied dwelling.*

**Live Fire Training Structure (Construction Project)** – *A project to construct a new or replacement permanent Live Fire Training Structure. Construction funding is approved by the Virginia Fire Services Board in accordance with this Policy.*

**Live Fire Training Structure Renovation/Addition Project** - *A project to renovate an existing permanent Live Fire Training Structure; add an addition to an existing permanent Live Fire Training Structure (must not exceed the funding level of \$450,000 in accordance with the Grant policy); conduct repairs or renovations that involve structural components of a permanent Live Fire Training Structure; or conduct repairs that exceed the funding authorized for a Live Fire Training Structure Repair Project. Renovation funding is approved by the Virginia Fire Services Board in accordance with this Policy.*

**Live Fire Training Structure Repair Project** – A project to conduct a repair to an existing permanent Live Fire Training Structure that does not exceed \$50,000. Projects allowed in this category include: Temperature monitoring equipment repairs; thermal lining tile repair and replacement; sacrificial block wall replacements (concrete masonry unit walls), fire brick; minor, non-structural, spalled concrete repair; door/window repairs; or similar repairs. Projects that involve repairs to structural components and/or projects that exceed \$50,000 are not eligible to be funded as a Repair Project. Cosmetic work such as painting and cleaning are not eligible to be funded as a Live Fire Training Structure repair project. Repair funding that meet the scope and intent of this policy are funded by the Virginia Department of Fire Programs in accordance with this policy. Prior to the approval of any repair funds, a copy of the inspection report must be submitted to substantiate the request. Funding will be based on the compliance with Live Fire Training Structure Inspection Schedule criteria listed in Section (S) of this document. Only localities classified as “Compliant” will automatically be considered. All other requests will be sent to the Board for approval.

**Eligible Jurisdiction** – Localities within the Commonwealth of Virginia otherwise eligible (§38.2-401 et al) to receive *Aid to Localities* from the *Fire Programs Fund*; nominally all **Counties, Independent Cities, and incorporated Towns** within those counties; herein also referred to simply as *Jurisdiction* or *Locality*.

**Emergency Renovations** – Emergency Renovations are defined as any repair greater than \$50,000 for Live Fire Training Structure in which the VDFP has taken the Live Fire Training Structure out of service for certified training due to VDFP determination that certified training can no longer adequately or safely be performed. In order to bring the Live Fire Training Structure back into service for VDFP-certified training, jurisdictions may submit emergency renovation applications at any time for consideration. Only emergency applications for Live Fire Training Structures taken out of service for certified training by the VDFP will be considered immediately. Prior to the approval of any repair funds or renovation, a copy of the inspection report must be submitted to substantiate the request. The Agency shall notify the VFSB upon the approval of an emergency renovation grant. This notification shall include the funding total and the nature of the funding/repair request. Funding will be based on the compliance with Live Fire Training Structure Inspection Schedule criteria listed in Section (S) of this document. Only localities classified as “Compliant” will automatically be considered. All other requests will be sent to the Board for approval.

**Grant Completion** – Grant completion is defined as local construction contract is at final completion with all project expenses processed for payment, all construction completion documents including AIA certifications submitted to Agency staff, and final walk-through inspection performed by Agency Division Staff including curing of any and all deficiencies identified.

**Lead Locality** – In the event that an award is to be made for a Live Fire Training Structure serving more than one eligible jurisdiction, then that consortium of eligible jurisdictions shall identify one of their own to serve as the agent for all; such agency shall include the intake and custody of grant funds, the filing of reports, and all administrative interface with the Agency. Therefore, the lead locality shall likewise both:

- Make application on behalf of all parties involved; and
- Enter into and be solely answerable for contractual arrangements.

## G) DISBURSEMENT OF FUNDS

1. Disbursements from the VIRGINIA FIRE SERVICE GRANT PROGRAM for permanent Live Fire Training Structure are made as a grant to a specified jurisdiction or a lead locality – one acting on behalf of multiple eligible jurisdictions. Consistent with other provisions of this document, payments are not made until the completion by/or through that locality of an instrument contractually binding the locality to adhere to the terms and conditions of the grant. The jurisdiction's Chief Operating Officer – i.e, City Manager, County Administrator, or Town Chief Operating Officer – shall, acting as the jurisdiction's exclusive agent, execute such an agreement/contract where periodic withdrawals are made at various intervals as specified in the contract. (Disbursements are never made to individual Fire Departments.)
2. The following pertains to the receipt of monies by eligible jurisdictions:
  - a) Payments of any grant will be provided solely through an electronic transfer of funds to a banking institution.
  - b) Transfer amounts –
    - i. New Construction – Payments will be made at five (5) benchmarks: The payment for Engineering/Architect (E/A) fees are at the completion of that work and with submission to VDFP of supporting documentation of eligible costs incurred. The first 25% of the grant award is payable upon submission to VDFP of a valid building permit, civil site plans, and Engineering/Architect drawings. The remaining 3 installments of 25% each shall be issued upon completion of 50%, 75%, and 100% of the work. The payments will be issued after receipt of a certificate of completion of each stage by the registered design professional (RDP) in responsible charge of the E/A firm's work. Final disbursement at 100% will be made after a final walk-through is made by VDFP staff during which time a live burn scenario has been successfully completed and witnessed by VDFP personnel. All Live Fire Training Structure project deficiencies will be communicated to the lead jurisdiction point of contact and must be resolved before final disbursement will be authorized.
      - Jurisdictions may elect to receive disbursements at 25%, 50%, 75%, and 100% of project completion. To remain eligible to receive total funds, jurisdictions must submit to the VDFP the American Institute of Architects (AIA) 702 and AIA 703 at 25%, 50%, 75%, and 100% project completion whether or not funding requests are made at these completion intervals.

- ii. Renovations – Payments will be made in up to two (2) payments on a reimbursement basis at 50% and 100% completion not to exceed the total amount approved by the Board. Payment of more than an approved amount will not be made without consent of the Board. The payments will be issued after receipt of a certificate of completion of each stage by the registered design professional (RDP) in responsible charge of the E/A firm's work. Final disbursement at 100% will be made after a final walk-through is made by VDFP staff. All Live Fire Training Structure project deficiencies will be communicated to the lead jurisdiction point of contact and must be resolved before final disbursement will be authorized.
  - iii. Repairs – Payments for repair projects completed in accordance with the approved application package will be authorized by the Department of Fire Programs upon completion of the repair project, and made in one reimbursement payment at completion of the project, and upon submission to VDFP of supporting documentation of eligible costs.
- c) All funds **must** be deposited into an **interest-bearing account** of normal risk and with a demand restriction, if any, not exceeding 30-calendar days. (Monies may not be deposited into *Certificates of Deposit* or any other such instrument(s) which substantially hinder liquidity.)
  - d) Any interest earned by funds so deposited may be utilized by the eligible jurisdiction in the construction or renovation of their Live Fire Training Structure. The eligible jurisdiction shall be fully accountable for **BOTH** the *Principal* and the *Interest*.
3. **Use of Funds** – Grant funds may not be used for anything other than Live Fire Training Structure construction or renovation as specified in the contract between parties. Grant funds may only be used for the construction/erection, renovation, or repair of the Live Fire Training Structure, and direct-related costs to the construction/erection, renovation, or repair within 15 feet of the Live Fire Training Structure including E/A costs. (The 15 feet was established as a safety zone for firefighting evolutions.)

Grant funds will not be approved for any civil engineering site plan implementation or any other ancillary costs assumed as overhead or ordinary cost of managing a capital project. Examples of site plan implementation, or ordinary costs of managing a capital project include but are not limited to site clearing, grubbing, excavation with the exception of the foundation, back filling with the exception of the foundation, seeding, fencing, or any other form of site restoration, site surveys, site layouts, water testing, soil testing, water run-off analysis, air quality analysis, access roads, paving/graveling, easement or land lease costs, running lines or conduit for electrical supply or water source, bonding for contractors or jurisdictions, or any other overhead expense that is not directly related to the construction/erection, renovation, or repair of the Live Fire Training Structure.

Grant funds may not be used for routine maintenance or operations costs for new or existing Live Fire Training Structure.

Building Signage: Proper VDFP required signage is required to be placed on the exterior of all sides of the permanent Live Fire Training Structure that have points of entry (ingress or egress). Proper VDFP required signage includes the octagonal sign that recognizes the Board's financial



investment in the structure, and the rectangular sign addressing usage criteria. Production and installation of the signs is an allowable cost to the grant program.

4. Grants shall be made upon availability of funds consistent with the then current “spending plan/Live Fire Training Structure schedule” as adopted from time-to-time by the Board.
5. Repairs shall be evaluated by the Agency in the order in which they are received, and if a request for funds meets the requirements then it shall be funded up to \$50,000 or the remainder of the funds in the account if less than \$50,000.

## H) GRANT APPLICATION

Any eligible jurisdiction may submit an application for a new construction Live Fire Training Structure grant or a renovation to a Live Fire Training Structure by completing and filing the prescribed form.

Applications for new construction or renovation projects will be received for review bi-annually and must be postmarked by either January 1 or July 1.

Emergency renovation applications may be submitted at any time for consideration provided the application meets the “Emergency Renovations” qualification.

Emergency Renovations are defined as any repair greater than \$50,000 for Live Fire Training Structure in which the VDFP has taken the Live Fire Training Structure out of service for certified training due to VDFP determination that certified training can no longer adequately or safely be performed. In order to bring the Live Fire Training Structure back into service for VDFP-certified training, jurisdictions may submit emergency renovation applications at any time for consideration. Only emergency applications for Live Fire Training Structure taken out of service for certified training by the VDFP will be considered immediately. Prior to the approval of any repair funds, a copy of the inspection report must be submitted to substantiate the request. Funding will be based on the compliance with Live Fire Training Structure Inspection Schedule criteria listed in Section (S) of this document. Only localities classified as “Compliant” will automatically be considered. All other requests will be sent to the Board for approval.

Any renovations applications received that are not identified as “taken out of service by VDFP for certified training” will be held until the next application deadline cycle.

Repair Project application submissions, up to \$50,000 will be accepted by the Agency at any time throughout the year.

Grant applications should be sent directly to:

**Budget and Grants Manager  
Virginia Department of Fire Programs  
1005 Technology Park Drive  
Glen Allen, VA 23059-4500**

The filing of an otherwise completed grant application by an eligible jurisdiction in no way binds the Agency to disburse any FIRE PROGRAMS FUND monies, including a Live Fire Training Structure Grant, to that locality.

**Construction/Renovation Applications:** Application submissions will be reviewed by the Facility Training Committee prior to recommendation to the full Virginia Fire Services Board. Applicants will make presentations to the Facility Training Committee and be available for questions from the Committee Members.

The determination of eligibility and that of any potential amount or other conditions shall be consistent solely with guidance and practices contained within this or any successor document.

## I) GRANT AWARD

1. Construction and Renovation Projects – Grants for the Construction of new Live Fire Training Structure and for the renovation of existing Live Fire Training Structures are made by the Virginia Fire Services Board in accordance with this policy based upon the needs of the Commonwealth's Fire Service and the availability of funds.
2. Repair Projects – Grants for the repair of existing permanent Live Fire Training Structure are reviewed by the Virginia Department of Fire Programs. Those proposed projects that meet the scope and intent of this policy may be awarded by the Department of Fire Programs based upon the guidelines in this policy and the availability of funding. Those proposed projects that the Department believes does not meet the scope or intent of this policy will be forwarded to the Virginia Fire Services Board for review and final action.
3. Grant recipients will be provided with one electronic set of construction drawings and the project manual for Live Fire Training Structure prototypes at no charge. A current edition of the VFSB Live Fire Training Structure Policy document is available online at [www.vafire.com](http://www.vafire.com).
4. Grants recipients will be required to attend one (1) Orientation Meeting that must be held within thirty (30) days of award notification. The meeting will be held at one of VDFP's seven office locations.
  - a. The purpose of the Orientation Meeting will be to introduce VDFP staff to new grants recipients, provide an overview of the Live Fire Training Structure Grant Program, and offer an opportunity for grants recipients to ask questions about the grants process.
5. Grants recipients will be required to attend one (1) Pre-Building Permit Submission Meeting that must be held sixty (60) days prior to the submission of a valid building permit according to the terms of this Policy. The meeting will be held at one of VDFP's seven office locations.
  - a. It is understood that grants recipients must have an approved set of building plans prior to being issued a valid building permit, which is due to the Agency no later than twelve (12) months from the date of award notification.
  - b. Grants recipients are encouraged to contract with a qualified engineer that may provide advisement in the development of the grant recipient's project bid solicitation.
  - c. The purpose of this meeting is to provide an opportunity for grants recipients to discuss specific issues relative to their Live Fire Training Structure design that can be resolved prior to a bid solicitation being published, and to ensure that the building design plans meet the Prototype specifications as referenced in this Policy. Structure plans must be submitted to the Agency no less than one (1) week in advance of the meeting to permit adequate time for the Agency's engineer on contract to review the plans.
6. Grants recipients will be eligible to participate in one (1) one-hour teleconference call at any time during their grant project.

- a. The Agency will engage in ongoing communications with grants recipients, addressing all project issues relating to the administration, financial management, and technical aspects. Any technical issues that require advisement or review by the Agency's engineer on contract will be coordinated directly through the Agency and will require grants recipients to provide their request for consideration in writing; responses to technical inquiries will be provided to grants recipients within a reasonable time frame.
- b. If the technical inquiry requires live discussion, the Agency will coordinate a one-hour teleconference between Agency staff, the Agency's engineer on contract, and the grant recipient. The grant recipient's primary point of contact must participate in the call, but is encouraged to have all parties knowledgeable about the project present during the teleconference. Agency staff will document the teleconference transcript for the grant recipient's file.

## J) TERM OF GRANT

For new construction, the grant term shall not exceed twenty-four (24) months from the date of award notification without approval from the Agency and/or the Virginia Fire Services Board. The grant recipient shall have up to twelve (12) months from the date of award notification to provide to the Agency a valid building permit. The grant recipient shall have up to (an additional) twelve (12) months to complete the construction project.

Concurrent with the submission of the valid building permit, the grant recipient will also provide VDFP with two (2) original copies and one (1) CD Rom edition of the construction building drawings, including specifications.

For renovations or repairs, the grant term shall not exceed twelve (12) months from the date of award notification without approval from the Agency and/or the Virginia Fire Services Board.

During the grant term, all repair and construction work is to be completed and all documentation pertaining to such activities shall be submitted to the Agency in a timely manner. Additionally, within 30-calendar days after the conclusion of the grant term, all unexpended funds – including any interest accrual remaining – shall be returned to the Agency.

1. **Return of Unexpended Funds by Check:** Funds being returned to the Agency via a check:
  - Must be made payable to the *Treasurer of Virginia*, and
  - Forwarded to the attention of the Agency at the address specified in [H] above. (Funds are **NOT** to be sent directly to the Treasurer's Office or any other State agency.)
2. **Direct Deposit:** Funds may also be returned to the Agency via electronic transfer as may be provided for within the contractual agreement among parties.

## K) EXTENSIONS

An extension of up to 90-days or the next regularly scheduled Virginia Fire Services Board meeting may be granted by the Agency. All requests for extension must be received by the Agency not less than 30-calendar days prior to the scheduled termination of the original grant period. Such requests must list the compelling reason(s) for extension and/or circumstance(s) that prevent project completion by the end of the initial grant

period. Extension requests for any period of time greater than 90-days will need to be addressed by the Virginia Fire Services Board for approval; such should always be directed to the Agency's Executive Director, at the same address as listed in [H] above; the Agency shall be responsible for the timely transmittal to Board members.

#### L) MAXIMUM AMOUNT

1. There shall be a cap on the maximum amount of funds to be awarded in any single grant for either totally new or the total replacement of an existing permanent Live Fire Training Structure; the current cap is \$450,000.00. An additional amount up to \$30,000.00 shall be available to offset E/A costs pertaining to site adaptation.
2. The maximum amount of funds to be awarded for any renovation project will be set by the Virginia Fire Services Board, but in no case will it exceed the cap that can be awarded for a new or replacement building.
3. The maximum amount of a repair project award shall not exceed \$50,000 per project and no Live Fire Training Structure will be funded over \$50,000 per fiscal period (July 1 – June 30).
4. For renovation and repair project awards, if the permanent Live Fire Training Structure exceeds the base Prototype model, applications must include conceptual plans/design plans with the total square footage of the Live Fire Training Structure and the number of burn rooms per floor. The award will be based on square footage of the Live Fire Training Structure and number of burn rooms compared to the base Prototype model. (i.e. If the total existing Live Fire Training Structure square footage is 3,000 and the base prototype model square footage is 1,200, the award will be capped at 40% of the total estimated cost; or if the existing Live Fire Training Structure has more than 2 burn rooms, the award will be based on the minimum requirements of 2 burn rooms.)

#### M) REPORTING REQUIREMENTS

Localities shall provide progress reports to VDFP every ninety (90) days until their project is completed. The foregoing measured from the date of the transfer of funds to the eligible jurisdiction. Reports shall be made to the Budget and Grants Manager. (Information contained within such reports shall be made available by the Agency to the members of the Virginia Fire Services Board.)

#### N) INSURANCE

No person or entity shall commence construction or repair work, unless and until such person or entity has obtained all insurance required by the "Virginia Fire Services Grant Fund Agreement" from insurers licensed to provide such insurance in the Commonwealth of Virginia. These types of insurance must be maintained at all times when any construction or repair work is being performed. Before any such work commences, the locality shall submit to VDFP a Certificate of Coverage or Certificate of Insurance evidencing that the required insurance coverage is in effect for the appropriate entities, including coverage for subcontractors. The locality must be named as an additional insured party for certain types of insurance as specified in the "Virginia Fire Services Grant Fund Agreement".

#### O) PROCUREMENT

It is the responsibility of the Localities to adhere to the Virginia Public Procurement Act (VPPA) when pursuing the solicitation process for New Construction, Renovation and Repair projects. The entire VPPA manual can be found on the Virginia Department of General Services web page.

## **P) AUTHORIZATION FOR RENOVATIONS**

The Agency shall authorize repair work as identified by the jurisdiction within their application. The foregoing authorization shall be based upon verification by a licensed Engineer duly authorized to conduct business in Virginia as to scope of need. The cost of such survey may be part of any total grant. Localities making application for a grant for repairs to their permanent Live Fire Training Structure and choosing to obtain an Engineer's review in advance of submission may therefore include the eventual reimbursement for this cost as part of their total grant request.

## **Q) FULL CONSTRUCTION REQUIREMENTS**

To be eligible for any grant award to construct a new or replacement permanent Live Fire Training Structure recipient shall agree to expend such funds to construct one of the Agency's identified prototypes from the specifications provided by the Agency or a design that meets the minimum criteria and construction requirements identified in the Live Fire Training Structure Policy for either:

- Prototype I for Class A fuels
- Prototype I for Class B fuels
- Prototype II for Class A Fuels
- Prototype II for Class B fuels
- Prototype III for Class B fuels (reserved to Mobile Live Fire Training Structure Props administered by VDFP)

...where Prototype I is defined as a permanent concrete structure, Prototype II is defined as a permanent pre-manufactured steel structure, and Prototype III is defined as a pre-engineered steel mobile fire training trailer burn prop.

-or-

- A stand-alone permanent Live Fire Training Structure or other structure whose Live Fire Training Structure part shall meet the basic requirements of the outline/performance specifications provided in Prototype I for Class A fuels, Prototype I for Class B fuels, Prototype II for Class A and Prototype II for Class B fuels. If building plans deviate from or have been modified/enhanced from the basic requirements of the above referenced Prototypes, the applicant must define the building concept and include proposed plans with their application. All modifications to proposed and approved building plans must be submitted to the Agency for review and approval in writing prior to commencement of construction.
- From the time such new construction or said repair is authorized to begin, the lead locality shall have one (1) year to begin and one additional year to complete the actual construction. Should they fail to meet this deadline (Section J) or request an extension (Section K), the award will expire and the application shall be resubmitted.

## R) REPAIRS/RENOVATIONS REQUIREMENTS

For awards made on or after January 1, 2009, any structural repairs or renovations must be certified by a Virginia licensed engineer or architect to certify that repairs or renovations were completed in compliance with the engineered plans for projects that are more than \$50,000 or by the recommendation of the Facility Training Committee, and must be provided to VDFP prior to final walk through of VDFP staff and final funds disbursement.

Prior to any award, localities/jurisdictions must be current with their annual inspection and must provide documentation with grant application.

Guidance on the conversion of a Class "B" fuel Live Fire Training Structure to Class "A" fuel Live Fire Training Structure. All conversions requests shall be approved by the committee and subsequently the Virginia Fire Services Board. For converted structures to remain grant eligible they must adhere to the incorporated requirements.

The Conversion of Class "B" fuel to Class "A" fuel Structure Renovation Requirements is incorporated into and becomes part of this Policy by reference. See the Full List of Conversion Requirements (also available at: <http://www.vafire.com/content/uploads/2020/06/Conversion-of-Class-B-to-Class-A.pdf>)

## S) PERMANENT LIVE FIRE TRAINING STRUCTURE INSPECTION REQUIREMENTS

Localities shall provide annual inspection for Class A Fuel and biennial inspection for Class B Fuel to be performed by a licensed professional engineer retained by the locality.

The Live Fire Training Structure Inspections Schedule is incorporated into and becomes part of this Policy by reference. See Schedule of Burn Building Inspections (also available at: <http://www.vafire.com/content/uploads/2018/04/Schedule-of-Burn-Building-Prop-Inspections-2009-09-29.pdf>)

Prior to the fiscal date of July 1, if a locality fails to comply with the adopted Live Fire Training Structure Inspection Schedule per building class and submit a copy of the inspection report to VDFP, the building will not be certified for approved VDFP certification training and a notice will be provided to the lead locality.

While the Virginia Fire Services Board (VFSB) recognizes NFPA standards, particularly as they relate to Live Fire Training Structure Inspections, the VFSB has adopted the aforementioned Inspections Schedule reflecting higher standards in order to protect the investment made in the structure by the Commonwealth of Virginia through the Live Fire Training Structure Grant Program.

Failure to comply with the established Live Fire Training Structure Inspection Schedule criteria will result in the reduction of repair or renovation funds available to the locality. All repair and renovation funding is based on the maximum allowable amount criteria listed in Section (L) in this document. Funding decisions will be based on available funding, inspection compliance and circumstances surrounding a specific request.

As a general practice request will be placed into one of three categories: Compliant, Semi-Compliant, Non-Compliant.

**Compliant (may receive up to 100% of allowable funding)** – required Structure Inspection Schedule has been followed for the past 5 years and the locality has maintained supporting documentation on file during this period.

**Semi-Compliant (may receive between 25% - 75% of allowable funding)** – required Structure Inspection Schedule has been followed for the past 2-4 years within the previous 5 year period and the locality has maintained supporting documentation on file during this period.

**Non-Compliant (may receive up to 25% of allowable funding)** – required Structure Inspection Schedule has been followed for the past 0-1 years within the previous 5 year period and the locality has maintained supporting documentation on file during this period.

**Note:** The Board may deviate from this general practice based on extraordinary and/or uncontrollable circumstances.

**Comprehensive Audit:** Per the requirement of the Live Fire Training Structure Funding Policy, localities must participate in the fifth year audit conducted by the Agency's E/A Firm. The fifth year audit is provided to localities at no cost. This will satisfy the inspection for that year. However, at the discretion of the Board – lack of participation in the fifth year audit will result in automatic disqualification for funding until the next comprehensive audit cycle.

## T) OWNERSHIP OF SITE

1. **NEW CONSTRUCTION:** It is required that the eligible jurisdiction or other governmental entity own the site (land) and not be subject to any restriction or limitation that would prohibit or impair the use of the property as a Live Fire Training Structure . On a case-by-case basis, the VFSB may consider a long-term lease. The length of the lease shall be consistent with the expected life of the building.
2. **RENOVATIONS:** It is strongly recommended that the eligible jurisdiction or other governmental entity own the site (land) and not be subject to any restriction or limitation that would prohibit or impair the use of the property as a Live Fire Training Structure. On a case-by-case basis, the VFSB may consider a long-term lease. The length of the lease shall be consistent with the expected life of the building.

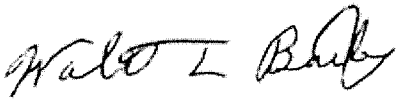
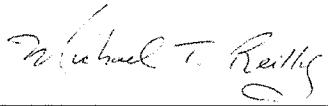
## U) AUDIT

It is the responsibility of the jurisdiction to maintain all necessary fiscal records. Such records are subject to audit by this Agency or its assignees, for a period of not less than five (5) years following the date of the last transfer of award moneys to the grant recipient.



**CERTIFICATION:**

We the undersigned as Chairman of the Virginia Fire Services Board and Executive Director of the Virginia Department of Fire Programs jointly adopt the foregoing policy as of June 2020. As such, this revised policy supersedes all prior adopted editions of this Policy.

	
Walter Bailey Chairman Virginia Fire Services Board	Michael Reilly Executive Director Virginia Department of Fire Programs



2206 South Main Street  
Blacksburg, Virginia 24060  
540.552.0444  
www.daa.com

January 8, 2019

Ms. Cyndi Toler  
Purchasing Officer  
County of Fluvanna  
132 Main St.  
Palmyra, VA 22963  
Via Email: [ctoler@fluvannacounty.org](mailto:ctoler@fluvannacounty.org)

**RE: Proposal for Professional Services  
Fork Union Fire Training Building – Building Design and Construction Phase Services  
Draper Aden Associates Proposal No.: 17010621**

Dear Cyndi,

On behalf of Draper Aden Associates, thank you for the opportunity to present our proposal to Fluvanna County for the proposed Fluvanna County Fire Training Building to be located at 5725 James Madison Highway, Fork Union, Virginia.

## **I. PROJECT DESCRIPTION**

Draper Aden Associates with FPW Architects will provide construction documents, and bid and construction phase services for the proposed Fire Training Building. The project is expected to incorporate metal building framing based on Commonwealth of Virginia Burn Building Prop Prototype 2 Metal Building – Class A Fuel Type. The construction documents will be tailored to the specific site requirements for the appropriate VUSBC live, snow, wind and seismic loads. Foundations are expected to be shallow spread footings and will be based on a site-specific geotechnical report.

The scope of services and fee proposal provided herein are based on the Commonwealth of Virginia Burn Building Prop Prototype 2 Metal Building – Class A Fuel Type plans dated April 11, 2013, the Project Manual for Burn Building Props dated April 11, 2013, our recent correspondence, and experience with other projects in Fluvanna County. Draper Aden Associates is pleased to present the following for your review and approval.

## **II. SCOPE OF SERVICES**

### **A. Geotechnical Engineering Services**

#### **1. Geotechnical Field Services**

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- Contact Miss Utility to identify and mark public subsurface structures and utilities in the vicinity of the project.
- Observe and log auger drilling of two (2) soil borings to approximately 25 feet below existing grade within the proposed building footprint with Standard Penetration Testing (SPT) and split-spoon soil sampling in accordance with ASTM D1586. If needed, Shelby Tube samples will be performed in accordance with ASTM D 1587.
- Field measurement and documentation of the depths of each encountered layer.
- Backfill the boring holes with auger cuttings.

## **2. Geotechnical Laboratory Services**

To support our design recommendations, Draper Aden Associates will select representative soil samples for classification and strength testing including, but not limited to:

- Moisture Content (ASTM D2216)
- Soil Classification (ASTM D2487)
- Particle Distribution (ASTM D)
- Atterberg Limits (ASTM D4318)
- Unconfined Compressive Strength (ASTM D2166)

## **3. Geotechnical Reporting**

Draper Aden Associates will prepare a Geotechnical Engineering Report that will include the following:

- Logs of the subsurface explorations and a boring location plan;
- A summary of the observed subsurface conditions encountered;
- Results of field testing;
- Results of laboratory soil tests;
- Recommendations for building foundations and slab design
- Recommendation for pavement design
- Site seismic classification
- Suitability of on-site soils for use as fill material; and
- Relevant construction considerations.

## **B. Construction Documents**

1. Plans: Our team will develop structural, architectural, firematic (specialty design related to burn buildings), electrical, and dry pipe sprinkler system plans based on the aforementioned information. Drawings will be developed in Auto Cad or REVIT format. The design will be in accordance with the Virginia Uniform Statewide Building Code (IBC 2015) with specific owner-requested features incorporated where needed.
2. Technical Specifications: Draper Aden Associates show specifications as notes on the plans, and provide separate technical specifications based on the Project Manual for Burn Building Props.

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3. **Project Manual:** We will prepare a Project Manual including the County's Division 1 and standard bid documents, and the technical specifications.
4. **Meetings / Coordination:** Our team will attend up to two meetings in Fluvanna County and participate in coordination conference calls.
5. **Statement and Schedule of Special Inspections:** Draper Aden Associates will prepare the project's Statement and Schedule of Special Inspections. This does not establish Draper Aden as the Special Inspections firm for the project, but enables a building permit and serves as the basis for contracting with a firm to provide Special Inspections
6. **Plan Revisions:** Our proposed fee is based on up to three (3) submittals of the construction documents—one at 75 percent complete, and an initial and one resubmittal at 100 percent complete to incorporate reasonable and appropriate comments based on Fluvanna County review. Any additional services needed for meetings or to revise plans and respond to additional comments, which are not due to Draper Aden Associates errors or omissions, will be provided on a lump sum negotiated basis in addition to the lump sum fee presented herein prior to commencement of such work.

**Deliverables:** We will provide Fluvanna County with a PDF of the Construction Documents and Project Manual, and the required number of hard copies for submittal to the County.

### **C. Bidding and Construction Phase Services**

Draper Aden Associates will attend one pre-bid conference and up to six hours of support and technical information to the County during the bid phase.

### **D. Construction Phase Services**

Draper Aden Associates will provide technical support and assistance during the construction phase. Our scope of services includes attendance at a pre-construction meeting; review of shop drawings, change orders resulting from our design, if necessary, and pay applications; responding to reasonable and appropriate requests for information. Our team will provide up to six site visits (6 by FPW; 2 by Draper Aden Associates) during construction with written reports, and attendance at a substantial completion inspection, and preparation of a punch list. Additional construction phase services, if so requested and authorized by Fluvanna County, will be provided on a time and materials basis in addition to the lump sum fee presented herein. This proposal assumes a construction schedule of 4 months.

## **III. SCHEDULE**

We anticipate providing construction documents for this project within 8 weeks of your authorization to proceed, or in accordance with a mutually acceptable schedule.

## **IV. FEES AND CONTRACT TERMS**

Ms. Cyndi Toler  
 January 8, 2019  
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Draper Aden Associates proposes to provide the services and related reimbursables described in Section II on a lump sum basis as outlined below. All services will be provided in accordance with our current contract with the County.

<b>A.</b> Geotechnical Engineering Services .....	\$ 5,400
<b>B.</b> Construction Documents.....	\$ 49,500
<b>C.</b> Bidding and Construction Phase Services.....	<u>\$ 15,500</u>
<b>Total:</b>	<b>\$ 70,400</b>

**V. ASSUMPTIONS / LIMITATIONS**

1. This proposal assumes preparation of one bid package.
2. Base drawings of the architectural plans and sections will be provided to our team in AUTOCAD or Revit format for use in the preparation of our project drawings.
3. All electronic information, data, and documents provided to us from any party will be in a format suitable for direct use by Draper Aden Associates and will not require any significant reformatting or conversion.
4. Submittal, permit, review, and/or bond fees are not included in our fee estimate noted above. Others will be responsible for paying such items directly, if required.
5. Any travel or meetings authorized by your office beyond what is included above will be invoiced on a time and materials basis in addition to the lump sum fee presented herein.
6. Utility analysis and design are excluded from this proposal, including, but not limited to, domestic and fire water, sanitary sewer, gas, electric, and communications.
7. Design of improvements above and beyond the state minimum requirements for erosion and sediment control and stormwater management are excluded from this proposal.

**VI. ADDITIONAL SERVICES**

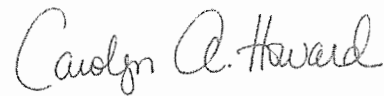
If necessary or requested, we can provide the following supplemental services in addition to those outlined above, including, but not limited to, cost estimating, code required Special Inspections, or re-design after design has begun based on approved plans.

Our current scope does not include items unless specifically described herein. Any additional services requested can be undertaken on a time and material basis or negotiated lump sum fee based on your requirements in addition to the fees outlined herein. If any additional services should become necessary or desirable, a Request for Additional Services will be submitted.

Ms. Cyndi Toler  
January 8, 2019  
Page 5 of 5

On behalf of Draper Aden Associates, thank you for giving us the opportunity to provide our proposal for professional services. Please do not hesitate to contact us if you have any questions or require any additional information.

Sincerely,  
**Draper Aden Associates**



Carolyn A. Howard, P.E.  
Vice President/Regional Manager  
Site Development & Infrastructure

cc: Mr. David L. Puckett, President, FPW Architects, PC  
Mr. Leslie S Jeter, PE, Associate / Manager, Structural Engineering, Draper Aden Associates  
Mr. John Z. Ding, PE, Geotechnical and Construction Services, Draper Aden Associates  
Mr. Campbell Bolton, PE, Associate / Project Manager, Draper Aden Associates







**COUNTY OF FLUVANNA, VIRGINIA**  
**(IFB) #2020-02**  
**FLUVANNA COUNTY – BURN BUILDING CONSTRUCTION**

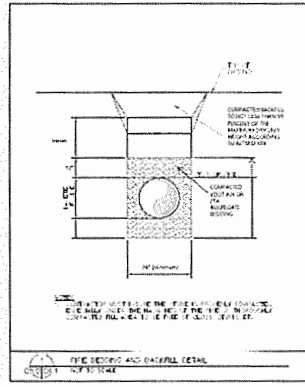
**ADDENDUM # 3:**

Reference – Invitation for Bid: IFB #2020-01  
 Title of Request for Proposal: FLUVANNA COUNTY – BURN BUILDING CONSTRUCTION  
 Issue Date: July 9, 2020  
 Bid Due Date and Time: July 29, 2020 at 2pm

The above IFB #2020-01 is hereby amended and modified as follows based on questions received:

1. Per paragraph C.v. under 4. Submittal Instructions the general contractors are required to submit their proposed list of subcontractors with their bids. Since we will be receiving subcontractor proposals up to the time we hand deliver our bid can this requirement be modified to allow the proposed list of subcontractors to be submitted within 48 hours of the receipt of bids?
  - a. The list of Subcontractors is required with the bid package
2. Per paragraph A under 7. Submittal Instructions each general contractor is to submit 1 original and 3 copies of the bid information along with an electronic copy. Since we will be receiving subcontractor proposals up to the time we hand deliver our bid can this requirement be modified to either eliminate the electronic copy or allow it to be submitted within 48 hours of the bid?
  - a. Please change 7.A to read "Each Bidder must submit one (1) original one (1) electronic copy of its bid documents on CD ROM, DVD, or USB flash drive/memory stick. If electronic version is not available please submit alternate paper copy of original."
3. It appears the Vendor Data Sheet is asking us to provide essentially the same information that is in paragraphs iv. Demonstrated History of Successful Projects and vi. References. If this is correct, does this information need to be provided twice in our bid packet or is the Vendor Data Sheet sufficient?
  - a. The vendor data sheet is sufficient if complete.
4. Will Fork Union Sanitation Authority supply all materials and perform all the work, including traffic control, necessary for installing the tapping sleeve, valve, and valve box as well as making the tap on the existing waterline or will this all be the contractor's responsibility? Typically in the past FUSA is responsible for performing this work.
  - a. This will not be the responsibility of the contractor.

5. If it is the contractors responsibility to supply materials and perform the work above, please specify the size and type of the existing waterline pipe the contractor will be tapping.
  - a. See #4
6. Will any VDOT permits and/or bond be required for the waterline work that will take place in the VDOT ROW? If yes, will the county take care of these or will it be the contractors responsibility? If this will be contractors responsibility please specify the permits, bonds and associated fees that will be required.
  - a. This will not be the responsibility of the contractor.
7. The plans do not show or call out the type of 6" waterline pipe to be installed. Please specify the type of 6" waterline pipe FUSA would like installed.
  - a. Answered in Addendum #2
8. What is the building concrete slab detail? Type and thickness of stone base AND type and thickness of concrete slab?
  - a. Cast in place concrete slab and compacted stone base thickness is located on S301
9. What is the elevation of the finished concrete apron @ the building and what is the elevation of the finished concrete apron at the edges of the concrete apron? No elevations or contours shown on the site plan for this.
  - a. Answered in Addendum #2 – also see Drawings A3.1 and S301
10. Underdrain detail shows 3" of VDOT #10 stone on top of #57 stone for the underdrains. VDOT #10 stone is stone dust. Is this correct or a misprint? Please clarify or make a correction.
  - a. ~~xxx~~The underdrain detail should read "3" of VDOT #1 stone.
11. Is the 4" HDPE perforated pipe in the underdrain to be single wall corrugated pipe or Double Wall HDPE pipe with corrugated outside and smooth wall inside?
  - a. The pipe shall be corrugated PE Drainage Pipe and Fittings NPS 3 to NPS 10: AASHTO M 252M, Type S, with smooth waterway for coupling joints.
  - a. ~~xxx~~
12. The silt fence detail shows a typical wire back silt fence installation but is labeled super silt fence. Super silt fence typically uses chain link fence backing inside of the wire backing shown in the detail. Which type of silt fence is required... Wire back silt fence or Super Silt Fence?
  - a. ~~xxx~~Wire back silt fence is required.
13. The waterline detail does not show any stone bedding or stone backfill. Will any stone bedding or stone backfill be required for the waterline? If yes please update the detail with the correct stone types and depths.
  - a. ~~xxx~~Refer to the detail below.



14. What are the contractor's options as far as disposing of stumps and brush from clearing? Can it be left in pile onsite, burned onsite, or does it have to be disposed of offsite? If taken offsite does the county have a dumpsite it can be taken too? If yes, what is the address and what are the cost/fees for dumping?
  - a. Contractors must comply with all applicable law including without limitation permitting, erosion and sediment control, environmental, and zoning regulations.
15. If there is excess topsoil and/or cut material from excavation and grading work can it be left in stockpile onsite (if yes, please show where) if no and it has to be disposed of offsite does the county or FUSA have an approved location that it can be taken to? If the county or FUSA has an approved dumpsite location what is the address for the location and what will the costs/fees be for dumping?
  - a. Contractors must comply with all applicable law including without limitation permitting, erosion and sediment control, environmental, and zoning regulations.
16. You're requiring all the following documents with the bid submission?  
Cover Letter / ii. Overview / iii. Resumes/Qualifications/ ix. Project Full Specifications.
  - a. Yes
17. On drawing CS.2 under General Notes: Wall Types -note 1 refer to wall type M-1. Could not find a detail on the A or S drawings.
  - a. This note is not applicable to the project.
18. Note 2 in the same location refers to fire rated walls. No drywall is shown on the A or S drawings, so that would not be in our work. Is this correct.
  - a. There are no fire rated walls in the project, this is not applicable. There is no mention of gypsum wallboard walls in Note 2, regardless this would not be applicable.
19. On Drawing 1.3, do the galvanized metal panels shown on the 1st and 2nd floor require metal stud framing to be attached to. There is no detail shown.

- a. Drawing 1.3 is the reflected ceiling plan drawings. The stud walls are shown on A1.1 and A1.2. The walls are tagged with a reference to CS.2. Note #3 states all walls are to be extended and attached to the underside of the deck above unless otherwise noted.
20. In Detail 4 on A3.2 Burn Room 1-106 shows 1" furring channels at the ceiling. No gauge or spacing is shown, can this be clarified? Would 7/8" furring work?
- a. 1" furring channel is required. The furring channels shall be no less than 18 gauge galvanized.
21. Details 1, 4 & 7 on AS.1 (ext. walls) show no cold formed metal framing. At wall Section 3 on A3.2 references details 3 & 6 on AS.1 that show cold formed metal framing at the Burn Room exterior walls only. Please clarify this. Details 1, 2, 4 and 5 on A3.2 show none either.
- a. There is no drawing AS.1. The metal burn room panels are supported by 3-5/8" galvanized metal studs running vertically. The walls in the fire burn rooms are clearly marked with an S6 tag which is detailed on CS.2.
22. Are there any specifications by the Architect.
- a. Specifications are included with this addendum.
23. Please confirm the new water line will not be metered.
- a. Meter will be provided and paid by the owner.
24. Addendum 2 notes a backflow preventer is required, please confirm the size.
- a. xxx
25. Will burning of existing stumps and debris sitting on site, be permitted?
- a. No
26. If not can they be pushed outside LOD?
- a. ~~xxx~~No; contractors must comply with all applicable law including without limitation permitting, erosion and sediment control, environmental, and zoning regulations.
- a. \_\_\_\_\_
27. The existing waterline off Rt 15. We contacted Miss Utility they indicated there isn't an owner of any waterline, or easement for same. Is there a waterline to tap?
- a. This will not be the responsibility of the contractor.
28. What if in exposing the waterline, we have to impact Rt 15 pavement. Then VDOT has to review a MOT plan, and you will have to repave at least to the double yellow, if you cut their pavement?
- a. This will not be the responsibility of the contractor.

MEP?

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

Very truly yours,

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

Name of Firm: \_\_\_\_\_

BY: \_\_\_\_\_

Signature of duly authorized representative

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

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

**COUNTY OF FLUVANNA, VIRGINIA  
(IFB) #2020-01  
FLUVANNA COUNTY – BURN BUILDING CONSTRUCTION**





## Thomas Jefferson Soil and Water Conservation District

705 Dale Avenue, Charlottesville, VA 22903  
Phone: (434) 975-0224 ~ Fax: (434) 975-1367

Louisa Office: 39 Industrial Drive, Louisa, VA 23093  
Phone: (540) 967-5940 ~ Fax: (540) 967-2557

January 10, 2020

Roger Black  
Code Inspector  
P.O. Box 540  
Palmyra, VA 22963

Re: Fork Union Fire Training Building Site ESC Plan

Dear Roger:

The Thomas Jefferson Soil and Water Conservation District has approved the revised erosion and sediment control plan for the above-referenced project dated November 1, 2019 and received by the TJSWCD on November 1, 2019. A forthcoming bond estimate will be calculated by Fluvanna County.

Sincerely,

A handwritten signature in black ink that reads "Chris Gyurisn". The signature is written in a cursive, slightly slanted style.

Chris Gyurisn  
Conservation Technician







# The Structures Group, Inc.

Consulting Engineers

July 19, 2021

Theresa M. Hunter  
Budget & Grants Manager  
Virginia Department of Fire Programs  
1005 Technology Park Drive  
Glen Allen, Virginia

Re: Virginia Department of Fire Programs/Fluvanna Burn Building Prop  
TSG No. VA16075-BB49

Dear Ms. Hunter:

We have received and reviewed the revised construction documents and structural calculations for the proposed burn building prop to be constructed within Fluvanna County, Virginia. These documents were received from you via an email forwarded from the locality and included updated structural drawings, an updated architectural sheet, and a preliminary bid form. It should be noted that these updated documents were provided to VDFP from a representative with the locality as a response to our second review of the construction documents set forth in a letter dated June 25, 2021.

We have reviewed the recently provided construction drawings and preliminary bid form in an effort to ensure compliance with the minimum requirements and guidelines set forth in the Program Criteria portion of the "Summary of Burn Building Prop Grant Program" document contained within the VDFP Project Manual for Burn Building Props dated April 11, 2013. Based on a review of the new documents provided by the locality, we note all of the recommendations set forth in our initial review letter dated April 8, 2021, as well as our follow-up letter dated June 25, 2021, including the attached Cursory Review Summaries, have been adequately addressed and resolved.

Therefore, it is our opinion that the construction documents meet or exceed the requirements and guidelines set forth by VDFP. It should again be reiterated that this is the second building to be approved for design and construction for this locality, with the first building being cancelled by the locality due to budgetary restraints. For clarity, we have included a copy of the updated Cursory Review Summary as an attachment to our letter.

We appreciate the opportunity to be of continued service in this matter. If you have any questions, please feel free to contact our office.

Sincerely,  
The Structures Group, Inc.

Alan T. Ambrose, E.I.T.  
Staff Engineer

Michael A. Matthews, P.E.  
President





Commonwealth of Virginia  
 Department of Fire Programs  
 Burn Building Prop Grant Program

Cursory Review Summary  
 Construction Documents for Prototype 1  
 Class "A" Fuel Burn Building Prop  
 Fluvanna County, Virginia

**General Note:** As stated within the Project Manual, the Prototype Drawings and Project Manual have been designed to meet the minimum requirements of the Virginia Department of Fire Programs (VDFP) to provide minimum facilities for Fire Fighter I and II Training. These Prototype Drawings and Project Manual were placed on the VDFP website as a guide to be utilized and modified by Registered Design Professional (RDP) retained by the incorporate the site-specific requirements.

Additionally, the Prototype Drawings have only one burn room on each floor of the structure. If the locality/municipality wishes to add additional features beyond the minimum to their specific burn building prop, such as an additional burn room on each floor, the drawings can be modified by the RDP contracted by the locality/municipality to create the intended training facility as well as the contract documents. However, please note that the VDFP grant program is solely for assistance for the construction of a burn building prop to provide adequate minimum facilities for Fire Fighter I and II Training. Therefore, other features which are above and beyond the basic minimum structure described in the conservative drawings will need to be financed solely by the locality/municipality. As such, to assist the VDFP in verification that grant funds distributed to localities/municipalities for the construction of burn building props have been used, the VDFP requests that items that are proposed to be included in the construction of their burn building prop which exceed the minimum requirements of the Prototype Drawings, Project Manual, and VFSB Burn Program Alternates.

Item No./Description	VDFP Prototype Requirements	Fluvanna County Live Fire Building Construction Documents	Issue Type	TSG Recommendations June 25, 2021	RDP/Locality Response July 13, 2021
<b>I. GRANT PROGRAM MINIMUM COMPLIANCE</b>					
<b>A. Program Criteria set forth in the "Summary of Burn Building Prop Grant Program"</b>					
1.	The burn building prop super structure must have a minimum design life span of 20 years under the intended specified use.	Yes, as stated in Specification Section 061000 titled Fire Training Simulator Equipment	PR	N/A	This item was previously approved and required no response.
2.	The burn building prop shall meet current NFPA, OSHA, federal, state, and local codes, and standards at time of design submittal to the board.	Yes, as shown on Sheet CS.2 as well as in the Specifications	PR	N/A	This item was previously approved and required no response.
3.	The burn building prop must be suitable for live fire, Class "A" or Class "B" fuel burns.	The proposed burn building prop is to be constructed out of structural steel to support the burning of Class "A" fuel	PR	N/A	This item was previously approved and required no response.
4.	Maximum number of live fire training days per year: (120) Class "A" fuel (Unlimited) Class "B" fuel	Yes	PR	N/A	This item was previously approved and required no response.
5.	Maximum number of live fire training evolutions per day: (10)	Yes	PR	N/A	This item was previously approved and required no response.
6.	Maximum duration of each live fire training evolution: (20) minutes	Yes	PR	N/A	This item was previously approved and required no response.
7.	Maximum sustained temperature in burn room(s) during live fire training (1,200°F) Class "A" fuel; (550°F) Class "B" fuel	Yes	PR	N/A	This item was previously approved and required no response.
8.	Maximum temperature spike in burn room(s) during live fire training (1,500°F) Class "A" fuel; (700°F) Class "B" fuel	Yes	PR	N/A	This item was previously approved and required no response.

Item No./Description	VDFP Prototype Requirements	Fluvanna County Live Fire Building Construction Documents	Issue Type	TSG Recommendations June 25, 2021	RDP/Locality Response July 13, 2021	TSG Comments/Recommendations July 19, 2021	Item Resolved /Date
9.	Live fire training shall be in accordance with NFPA 1403 and the written guidelines of the Virginia Department of Fire Programs.	Yes	PR	N/A	This item was previously approved and required no response.	N/A	4/6/21
10.	No training that includes tear gas, explosives, or firearms shall occur within or near the burn building prop.	Yes	PR	N/A	This item was previously approved and required no response.	N/A	4/6/21
11.	Minimum height: two (2) stories	Yes, two (2) stories with a third floor attic	PR	N/A	This item was previously approved and required no response.	N/A	4/6/21
12.	Minimum first floor area: 1,100 s.f. for Prototype 2A and 2B	Yes, 1,280 s.f.	PR	N/A	This item was previously approved and required no response.	N/A	4/6/21
13.	Minimum second floor area: 781 s.f. for Prototype 2A and 2B	Yes, 861 s.f.	PR	N/A	This item was previously approved and required no response.	N/A	4/6/21
14.	Minimum lower roof area: 318 s.f. for Prototype 2A and 2B	Yes, 318 s.f.	PR	N/A	This item was previously approved and required no response.	N/A	4/6/21
15.	Minimum upper roof area: 436 s.f. for Prototype 2A and 2B	No, 432 s.f. when considering the upper sloped roof in combination with the portion of low-sloped, flat roof enclosed by the perimeter guard assembly.	PR	N/A	This item was previously approved and required no response.	N/A	4/6/21
16.	Minimum exterior apron width: 15' width along all elevations	Yes	PR	N/A	This item was previously approved and required no response.	N/A	4/6/21
17.	Minimum rooms within burn building prop: 8	Yes, seven (7) training rooms at the first floor level, five (5) at the second floor level, and one (1) at the attic level, for a total of thirteen (13) training rooms.	PR	N/A	This item was previously approved and required no response.	N/A	4/6/21
18.	Minimum burn rooms: 2	Yes	PR	N/A	This item was previously approved and required no response.	N/A	4/6/21
19.	Minimum burn rooms per floor: 1	Yes	PR	N/A	This item was previously approved and required no response.	N/A	4/6/21
20.	Minimum area per burn room: 144 s.f.	No, the first floor burn room is approximately 120 s.f.	PR	The first floor burn room has been revised to meet the minimum VDFP requirements. Therefore, this item is resolved.	This item was previously approved and required no response.	N/A	6/25/21
21.	Minimum number of exterior stairs: 1	Yes	PR	N/A	This item was previously approved and required no response.	N/A	4/6/21
22.	Minimum number of interior stairs: 1	Yes	PR	N/A	This item was previously approved and required no response.	N/A	4/6/21
23.	All windows shall have hinged shutters.	Yes	PR	N/A	This item was previously approved and required no response.	N/A	4/6/21
24.	All exterior openings shall have operable shutters and doors.	Yes	PR	N/A	This item was previously approved and required no response.	N/A	4/6/21
25.	All window and door openings shall have coated metal frames.	Yes	PR	N/A	This item was previously approved and required no response.	N/A	4/6/21
26.	Minimum number of windows: 5	Yes, seven (7)	PR	N/A	This item was previously approved and required no response.	N/A	4/6/21
27.	Minimum number of exterior doors: 3	Yes, eight (8)	PR	N/A	This item was previously approved and required no response.	N/A	4/6/21

Commonwealth of Virginia  
 Department of Fire Programs  
 Burn Building Prop Grant Program

Cursory Review Summary  
 Construction Documents for Prototype 1  
 Class "A" Fuel Burn Building Prop  
 Fluvanna County, Virginia

Item No./Description	VDFP Prototype Requirements	Fluvanna County Live Fire Building Construction Documents	Issue Type	TSG Recommendations June 25, 2021	RDP/Locality Resp July 13, 2021
28.	Minimum number of interior doors: 1	Yes, seventeen (17)	PR	N/A	This item was previously app required no response.
29.	Minimum number of roof access openings: 2	No, one (1) opening along the upper sloped roof and none on the lower roof.	PR	Sheet A1.1 now depicts a roof access hatch which will be accessed via a vertical ladder from within the interior of the burn building prop. Further, the requirements for construction of the vertical ladder were provided on Sheet A5.2. Therefore, this item is resolved.	This item was previously app required no response.
30.	Minimum number of means of egress per room: 2	Yes	PR	N/A	This item was previously app required no response.
31.	All floors must pitch to drain water from interior of the training prop.	Yes	PR	N/A	This item was previously app required no response.
32.	First floor and exterior apron shall be cast-in-place concrete slab on grade.	Yes	PR	N/A	This item was previously app required no response.
33.	Two separate roof systems must be provided to achieve a flat and sloped roof training surface.	Yes	PR	N/A	This item was previously app required no response.
34.	An access opening must be provided through each roof surface.	No opening provided through the lower roof.	PR	Sheet A1.1 now depicts a roof access hatch which will be accessed via a vertical ladder from within the interior of the burn building prop. Further, the requirements for construction of the vertical ladder were provided on Sheet A5.2. Therefore, this item is resolved.	This item was previously app required no response.
35.	Prop must limit light penetration and be weathertight.	Yes	PR	N/A	This item was previously app required no response.
36.	Exterior metal surfaces shall be coated to protect from exterior environmental exposure.	Yes	PR	N/A	This item was previously app required no response.
37.	Interior metal surfaces shall be coated to protect surface from environmental exposure, expected use, and life span of burn building prop.	Yes	PR	N/A	This item was previously app required no response.
38.	The burn building prop shall have mounted written user guidelines on building indicating proper usage according to NFPA, local code, and maximum temperature recommendations.	Yes	PR	N/A	This item was previously app required no response.
39.	No vehicles other than vehicles involved in the live fire training shall be allowed within 15'-0" of the burn building prop.	Yes	PR	N/A	This item was previously app required no response.

Item No./Description	VDFP Prototype Requirements	Fluvanna County Live Fire Building Construction Documents	Issue Type	TSG Recommendations June 25, 2021	RDP/Locality Response July 13, 2021	TSG Comments/Recommendations July 19, 2021	Item Resolved /Date
40.	Exterior rollover thermal protection along the jambs and headers of window and door openings leading into burn rooms.	Yes	PR	The exterior thermal protection illustrated along the bottom of the window opening leading into the second floor burn room on Sheet A2.1 has been removed.	This item was previously approved and required no response.	N/A	4/6/21
41.	Interior thermal protection along the underside of the ceiling above burn rooms.	Yes	PR	N/A	This item was previously approved and required no response.	N/A	4/6/21
42.	Interior thermal protection along the vertical surfaces of burn rooms.	Yes	PR	N/A	This item was previously approved and required no response.	N/A	4/6/21
43.	Interior rollover thermal protection along the jambs and headers of interior door openings leading into burn rooms.	No interior thermal protection is shown at these locations.	PR	The First and Second Floor Plans on Sheet A1.1 delineate thermal protection along the jambs and header of interior door openings leading into burn rooms. Therefore, this item is resolved.	This item was previously approved and required no response.	N/A	6/25/21
44.	Interior thermal protection along the floor surface throughout burn rooms.	Yes	PR	N/A	This item was previously approved and required no response.	N/A	4/6/21
45.	Temperature monitoring devices in each burn room.	Yes	PR	N/A	This item was previously approved and required no response.	N/A	4/6/21
46.	Temperature monitoring devices integrated into a central data recorder to record maximum spike and sustained temperatures during each live fire training evolution.	Yes	PR	N/A	This item was previously approved and required no response.	N/A	4/6/21
47.	Flat and sloped roofs used for training, floors, and stairs designed with a minimum 100psf live load.	No. Sheet S0.1 delineates a roof live load of 20 psf while the structural calculations delineate a 100 psf roof live load.	PR	Sheet S0.1 was revised to correctly delineate the required 100 psf roof live load. Therefore, this item is resolved.	This item was previously approved and required no response.	N/A	6/25/21
48.	Minimum lateral loads, including wind, seismic, and flood loads, designed in accordance with site specific criteria.	Yes	PR	N/A	This item was previously approved and required no response.	N/A	4/6/21
<b>II. CONSTRUCTION DRAWINGS</b>							
<b>A. Civil Site Plan (Draper Aden Associates)</b>							
1.	A civil site plan must be reviewed and approved by the locality prior to construction of the burn building prop.	A civil site plan titled Fork Union Fire Training Building dated November 1, 2019, was prepared by Draper Aden Associates of Blacksburg, Virginia. While listed as part of the construction drawing package, Civil Site Plan drawings were not provided for review.	PR	Civil Site Plan drawings for the Fork Union Fire Training Building dated March 2, 2021 were included with the most recent submission. We take no exception with the Civil Site Plan drawings. Therefore, this item is resolved.	This item was previously approved and required no response.	N/A	6/25/21

Commonwealth of Virginia  
 Department of Fire Programs  
 Burn Building Prop Grant Program

Cursory Review Summary  
 Construction Documents for Prototype 1  
 Class "A" Fuel Burn Building Prop  
 Fluvanna County, Virginia

Item No./Description	VDFP Prototype Requirements	Fluvanna County Live Fire Building Construction Documents	Issue Type	TSG Recommendations June 25, 2021	RDP/Locality Resp July 13, 2021
<b>B. Architectural Drawings (Crabtree, Rohrbaugh &amp; Associates)</b>					
1.	The Index of Drawings on Sheet T0.1 of the VDFP Prototype 1 drawings provides a list of the sheets contained within the sheet set.	The Drawing List on Sheet CS.2 delineates civil, architectural, structural, fire protection, and electrical sheets. However, no civil sheets were included with the construction drawings.	PR	As previously noted, new Civil Site Plan drawings were provided with the most recent submission. Therefore, this item is resolved.	This item was previously approved; required no response.
2.	Interior thermal rollover protection is provided along the jambs and headers adjacent to interior door openings leading into burn rooms.	While interior thermal protection is delineated on Sheet A1.1 within the interior of the burn rooms at the first and second floor levels, no thermal protection is shown along the jambs and header of the interior door openings.	SI	The First and Second Floor Plans on Sheet A1.1 delineate thermal protection along the jambs and header of interior door openings leading into burn rooms. Therefore, this item is resolved.	This item was previously approved; required no response.
3.	The burn rooms as depicted on Sheets A2.0 and A2.1 are a minimum of 144 square feet in area.	Room 100, designated as Burn Room 1, at the first floor level as shown on Sheet A1.1 is approximately 120 square feet in area.	TS	The first floor burn room has been revised to meet the minimum VDFP requirements. Therefore, this item is resolved.	This item was previously approved; required no response.
4.	The cast-in-place concrete apron slab on grade delineated on Sheet A1.0 of the VDFP Prototype 2 drawings was designed with a slope of 1/4" per foot.	While indicated to slope away from the burn building prop on the first floor plan depicted on Sheet A1.1, the amount of slope is not delineated. Additionally, the slope of the cast-in-place concrete apron slab on grade is graphically shown in the sections on Sheet A3.2 but not clearly delineated.	SI	Note No. 3 of the General Notes on Sheet A1.1 indicates the concrete apron slab to be sloped 2% away from the building pad. Therefore, this item is resolved.	This item was previously approved; required no response.
5.	A roof opening is provided for the upper flat as well as both portions of the sloped roof over the burn building prop as shown on Sheet A2.2	Sheet A1.1 depicts a manhole training prop through the second floor framing, which would be accessible within the interior of the first and second floor levels. However, no opening is provided through the lower roof framing.	PR	Sheet A1.1 now depicts a roof access hatch which will be accessed via a vertical ladder from within the interior of the burn building prop. Further, the requirements for construction of the vertical ladder were provided on Sheet A5.2. Therefore, this item is resolved.	This item was previously approved; required no response.



Item No./Description	VDFP Prototype Requirements	Fluvanna County Live Fire Building Construction Documents	Issue Type	TSG Recommendations June 25, 2021	RDP/Locality Response July 13, 2021	TSG Comments/Recommendations July 19, 2021	Item Resolved /Date
6.	The gable "A" framed roof over the burn building prop as shown on Sheet A2.2 is to be constructed out of 3/4" tongue and groove fire-retardant treated plywood finished with composite asphalt shingles.	Sheet A1.1 delineates the lower roof to be constructed with sealed concrete panel subfloor. Similarly, the upper roof is also shown to be constructed with sealed concrete panel subfloor on Sheet A1.2.	SI	Sheet A1.2 delineates the upper sloped roof to be constructed with galvanized metal decking as well as FRT plywood and finished with Class "A" composite roof shingles. However, Sheet S1.1 delineates the upper sloped roof to be constructed only with galvanized metal decking.  It should be noted that either roofing material would be permissible for this project in accordance with the VDFP requirements. However, both roofing materials would be an additional and unnecessary cost. As such, we recommend coordinating the Architectural and Structural Sheets to ensure the proper roofing material is utilized for the upper sloped roof.	Detail 3/A1.2 has been revised.	Detail 3 on Sheet A1.2 has been revised to show to use of non-FRT treated materials within the chop-out training prop within the upper sloped roof. We also noted Detail 3 now illustrates the use of metal deck in lieu of cold-formed metal rafters, which matches the structural sheets.  However, we note the roof is still to be constructed with galvanized metal decking as well as FRT plywood sheathing. As noted in our previous review, it is our opinion the use of both roofing materials is an additional and unnecessary cost. While unnecessary, we take no exception with the locality moving forward with solicitation of bids for construction of the burn building prop.	7/19/21
7.	The exterior thermal protection adjacent to the window openings leading into the burn rooms as shown on Sheet A3.0 extends along the sides and top of the window opening at the second floor.	While exterior thermal protection is shown along the sides and top of the second floor window opening along the west elevation, we also noted additional thermal protection along the bottom of the window opening.	PR	The exterior thermal protection illustrated along the bottom of the window opening leading into the second floor burn room on Sheet A2.1 has been removed.	This item was previously approved and required no response.	N/A	4/6/21
8.	Sheets S1.0, S1.1, and S2.0 of the VDFP Prototype 2 drawings delineate the requirements pertaining to the cast-in-place concrete apron slab on grade, including slope, reinforcement, and turndown edges.	Sections 1 and 2 on Sheet A3.1 graphically depict a cast-in-place concrete apron slab on grade with turndown edges. However, no reinforcement or information pertaining to the turndown edges is provided.	SI	The reference to the civil sheets on the Foundation Plan on Sheet S1.1 has been removed. Further, Note No. 1 of the Foundation Plan on Sheet S1.1 has been revised to meet the VDFP requirements. Therefore, this item is resolved.	This item was previously approved and required no response.	N/A	6/25/21
9.	The Live Fire Training Usage Criteria signage on Sheet A4.1 of the VDFP Prototype 2 drawings lists the burn room location coordinated with the room numbers utilized on sheets A2.0 and A2.1	The Live Fire Training Usage Criteria signage on Sheet A3.1 lists the burn rooms as 106 and 205. However, as shown on Sheet A1.1, the burn rooms are designated as 100 and 201.	SI, PR	The Live Fire Training Usage Criteria signage on Sheet A3.1 lists the burn rooms as 100 and 201 to match the room numbers delineated on Sheet A1.1. Therefore, this item is resolved.	This item was previously approved and required no response.	N/A	6/25/21

Commonwealth of Virginia  
 Department of Fire Programs  
 Burn Building Prop Grant Program

Cursory Review Summary  
 Construction Documents for Prototype 1  
 Class "A" Fuel Burn Building Prop  
 Fluvanna County, Virginia

Item No./Description	VDFP Prototype Requirements	Fluvanna County Live Fire Building Construction Documents	Issue Type	TSG Recommendations June 25, 2021	RDP/Locality Resp July 13, 2021
10.	The second floor level of the VDFP Prototype 2 burn building prop is constructed out of an elevated cast-in-place concrete slab over metal decking.	The Sections on Sheet A3.2 depict the second floor level to be constructed out of sealed concrete panel subfloor over light-gage metal floor joists.	SI	With the exception of Section 3 on Sheet A1.2, we noted the plans, sections, and details have been updated to illustrate concrete slabs over metal decking. Specifically, Section 3 on Sheet A1.2 depicts FRT roof sheathing over cold-formed metal roof framing. Further, we note the structural sheets depict the upper roof to be framed with metal decking supported by hot-rolled structural steel framing. As such, we recommend coordinating Section 3 on Sheet A1.2 in an effort to avoid potential corrosion during construction.	Detail 3/A1.2 has been revised
11.	Accessibility for handicapped personnel is not considered as part of the VDFP Prototype 2 structure.	The General Notes on Sheet A4.1 contain verbiage pertaining to accessibility requirements, such as floor space clearance, plumbing fixture, and lockers.	PR	The General Notes on Sheet A4.1 have been removed. Therefore, this item is resolved.	This item was previously approved required no response.
12.	The VDFP Prototype 2 structure utilizes a ladder to provide access from the interior of the second floor up through the upper flat roof as shown on Sheet A2.2.	Sections 4 and 5 on Sheet A4.2 delineate the requirements for a ships ladder, which provides egress between the lower and upper roof areas. Closer review revealed a tread depth of 4" and a riser height of approximately 11".	TS	Sections 4 and 5 on Sheet A4.2 delineate a ships ladder in general conformance with Section 1011.15 of the 2015 Edition of the IBC. Therefore, this item is resolved.	This item was previously approved required no response.
13.	Note No. 8 on Sheet A0.2 of the VDFP Prototype 2 states that plywood and wood framing used for the chop out must not be preservative or FRT material.	Section 3 on Sheet A1.2 delineates the use of FRT joists and plywood within the roof chop out training prop.	TS	This item was noted as part of the current, second round of comments for this building. We note the use of FRT and preservative treated material should be avoided within the roof chop out training prop due to toxic off-gassing that occurs during the combustion of such products. Therefore, we recommend removing the FRT requirement for materials used within the roof chop out training prop.	Detail 3/A1.2 has been revised
<b>C. Structural Drawings (Dunbar, Milby, Williams, Pittman &amp; Vaughan)</b>					
1.	The General Notes for the VDFP Prototype 2 structure contains specifications for only materials utilized in the construction of the burn building prop.	The General Notes on Sheet S0.1 specify requirements for open web steel bar joists as well as steel floor and roof deck.	PR, SI	All erroneous references to unused structural materials have been removed from Sheet S0.1. Therefore, this item is resolved.	The notes have been coordinated
2.	Design Loads Note No. 5 on Sheet A0.2 of the VDFP Prototype 2 drawings delineates a minimum roof live load of 100 psf.	The minimum roof live load on Sheet S0.1 was delineated as 20 psf.	SI	The minimum roof live load on Sheet S0.1 is delineated as 100 psf. Therefore, this item is resolved.	The notes have been coordinated
3.	Design Loads Note No. 5 on Sheet A0.2 of the VDFP Prototype 2 drawings delineates a minimum live load of 125 psf for the exterior cast-in-place concrete apron slab.	No design live load was provided on Sheet S0.1 for the exterior concrete apron slab.	SI	A live load of 125 psf for the exterior cast-in-place concrete slab on grade has been provided on Sheet S0.1. Therefore, this item is resolved.	Slab on grade has been indicated support a live load of 125 psf

Item No./Description	VDFP Prototype Requirements	Fluvanna County Live Fire Building Construction Documents	Issue Type	TSG Recommendations June 25, 2021	RDP/Locality Response July 13, 2021	TSG Comments/Recommendations July 19, 2021	Item Resolved /Date
4.	The VDFP Prototype 2 drawings are meant to serve as a guide for the registered design professional to modify based on local conditions.	A Foundation Note within the General Notes on Sheet S0.1 references a geotechnical report prepared by Underhill Engineering, LLC dated January 18, 2020.	PR	The geotechnical report prepared by Underhill Engineering, LLC dated October 25, 2018, was provided as part of the specifications with the current submission. However, the Foundation Note within the General Notes on Sheet S0.1 delineates the date of the geotechnical report as January 18, 2020. Please confirm the provided geotechnical report is the only geotechnical report for this project and coordinate the Foundation Note as needed.	The report date has been revised.	The Foundation Note within the General Notes on Sheet S0.1 has been revised to indicate the date of the geotechnical report as October 25, 2018. Therefore, this item is resolved.	7/19/21
5.	The second floor level of the VDFP Prototype 2 burn building prop is constructed out of an elevated cast-in-place concrete slab over metal decking, while the roof is to be constructed out of fire-retardant treated plywood finished with Class C shingles.	The Plans on Sheet S1.1 delineate the roof and second floor to be constructed out of concrete panel subfloor over cold-formed metal joists.	SI	The plans, sections, and details have been updated to illustrate concrete slabs over metal decking. Therefore, this item is resolved.	Elevated floors and flat roof decks have been revised to concrete slabs on metal deck.	The plans, sections, and details have been updated to illustrate concrete slabs over metal decking. Therefore, this item is resolved.	6/25/21
6.	Sheets S1.0 and S1.1 delineate the first floor interior cast-in-place concrete slab on grade to be 5" thick reinforced with 6 x 6 W2.9 x W2.9 welded wire fabric over 6 mil poly over 6" compacted stone.	Note No. 1 of the Foundation Plan on Sheet S1.1 delineates the first floor interior cast-in-place concrete slab on grade as 4" thick reinforced with 6 x 6 W1.4 x W1.4 welded wire fabric over poly over 4" compacted stone.	SI	Note No. 1 of the Foundation Plan on Sheet S1.1 delineates the typical slab on grade as 5" thick reinforced with 6 x 6 W2.9 x W2.9 welded wire fabric over 6" porous fill, which meets the minimum requirements set forth in the construction drawings for the VDFP Prototype 2 structure. Therefore, this item is resolved.	Updated to 5" thick slab with 6x6-W2.9xW2.9 over 6" porous fill	Note No. 1 of the Foundation Plan on Sheet S1.1 delineates the typical slab on grade as 5" thick reinforced with 6 x 6 W2.9 x W2.9 welded wire fabric over 6" porous fill, which meets the minimum requirements set forth in the construction drawings for the VDFP Prototype 2 structure. Therefore, this item is resolved.	6/25/21
7.	The Sections and Details of the VDFP Prototype 2 structure contain callouts to each structural component.	Sections 1, 2, and 3 as well as the Typical Slab Turn Down Section on Sheet S2.1, Sections 11 through 16 on Sheet S3.2, and Elevations 3 through 6 appear to be largely incomplete or unfinished.	PR, SI	Specific requirements and callouts have been provided for these sections. Therefore, this item is resolved.	Revised and completed.	Specific requirements and callouts have been provided for these sections. Therefore, this item is resolved.	6/25/21
8.	Section E on Sheet S2.0 of the VDFP Prototype 2 drawings depicts the requirements for the turnaround at the perimeter of the cast-in-place concrete apron slab.	The Typical Slab Turn Down at Building Perimeter Section on Sheet S2.1 states that the exterior apron slab is to be as indicated on the civil sheets. However, no civil sheets were provided	PR, SI	The Typical Slab Turn Down at Building Perimeter section has been removed from the structural drawings. However, we noted the exterior slab was referenced in other structural sections and plans as required. Therefore, this item is resolved.	Revised and completed.	The Typical Slab Turn Down at Building Perimeter section has been removed from the structural drawings. However, we noted the exterior slab was referenced in other structural sections and plans as required. Therefore, this item is resolved.	6/25/21
<b>D. MEP Drawings (Pyramid Engineering, P.C.)</b>							
1.	The VDFP Prototype 2 drawings contain information pertaining to the design of the MEP components for the burn building prop, including the thermocouple and temperature monitoring (TMS) information.	The construction drawings contained MEP information pertinent to the design and construction of the burn building prop.	PR	No updates to the MEP sheets were made for this submission.	This item was previously approved and required no response.	No updates to the MEP sheets were made for this submission.	4/6/21

Commonwealth of Virginia  
 Department of Fire Programs  
 Burn Building Prop Grant Program

Cursory Review Summary  
 Construction Documents for Prototype 1  
 Class "A" Fuel Burn Building Prop  
 Fluvanna County, Virginia

Item No./Description	VDFP Prototype Requirements	Fluvanna County Live Fire Building Construction Documents	Issue Type	TSG Recommendations June 25, 2021	RDP/Locality Resp July 13, 2021
<b>III. CALCULATIONS</b>					
1.	Calculations must be reviewed and approved prior to construction.	Structural calculations signed and sealed by the SER were provided for review and approval.	PR	Revised structural calculations signed and sealed by the SER were provided for review and approval. We take no exception with the provided structural calculations. Therefore, this item is resolved.	Revised structural calculation attached to this submission.
<b>IV. SPECIFICATIONS</b>					
1.	Specifications for the VDFP Prototype 2 structure contain all information pertaining to construction of the burn building prop, including General Conditions.	Only twelve (12) specification sections were provided as part of this submission, including cast-in-place concrete, metal stairs and railing, structural panel subfloor, and fire training simulator. No general conditions, such as Bid Form, were provided for review.	PR	We take no exceptions with the provided specification sections. While we understand that bidding will be managed by the locality, the Bid Form must be provided for review and approval prior to conducting bids. Again, the costs associated with site development and infrastructure must be separated from the costs associated with construction of the burn building prop and cast-in-place concrete apron slab.	A Preliminary Bid Form has t that provides a breakout of s infrastructure cost from the prop and perimeter concrete Please note that the dates w once a bid date has been est
2.	The VDFP Prototype 2 sample Project Manual is meant to serve as a guide for the registered design professional to modify based on local conditions.	A Foundation Note within the General Notes on Sheet S0.1 references a geotechnical report prepared by Underhill Engineering, LLC dated January 18, 2020.	PR	The geotechnical report prepared by Underhill Engineering, LLC dated October 25, 2018 was provided as part of the specifications with the current submission. However, as previously described, the Foundation Note within the General Notes on Sheet S0.1 delineates the date of the geotechnical report as January 18, 2020. Please confirm the provided geotechnical report is the only geotechnical report for this project and coordinate the Foundation Note as needed.	The report date on the struc has been revised.
3.	Specifications for the VDFP Prototype 2 structure reference agencies specific to the Commonwealth of Virginia, where applicable.	Item 1.5(B)(1) within Specification Section 033000 requires the manufacturer of concrete utilize materials certified with the Pennsylvania Department of Transportation.	PR	References to other locality or state agencies other than those pertinent to the Commonwealth of Virginia have been removed. Therefore, this item is resolved.	Specification section revised reference has been removed



**Kristina Hofmann**

---

**From:** Benjamin Powell  
**Sent:** Monday, May 09, 2022 5:36 PM  
**To:** Kristina Hofmann  
**Subject:** Re: Burn Building Award and Extension Letter  
**Attachments:** Award Letter -Fluvanna New.pdf; Extension Letter - Fluvanna 10-2021.pdf

The same information I have and I will fax the policy in the morning.  
Ben

Sent from my iPhone

On May 9, 2022, at 5:33 PM, Kristina Hofmann <khofmann@fluvannacounty.org> wrote:

Eric sent me the attached, but if you have anything else please send it along tomorrow. Thanks!

**From:** Eric Dahl <edahl@fluvannacounty.org>  
**Sent:** Monday, May 09, 2022 5:33 PM  
**To:** Kristina Hofmann <khofmann@fluvannacounty.org>  
**Cc:** Donna Allen <dallen@fluvannacounty.org>; Victoria Melton <vmelton@fluvannacounty.org>; Debbie Smith <dsmith@fluvannacounty.org>  
**Subject:** Burn Building Award and Extension Letter

Kristina,

Please see the attached letters you requested.

**Eric M. Dahl**  
County Administrator  
*County of Fluvanna*  
132 Main St.  
Palmyra, Va 22963  
(Ph) 434-591-1910 x 1058  
[edahl@fluvannacounty.org](mailto:edahl@fluvannacounty.org)  
[www.fluvannacounty.org](http://www.fluvannacounty.org)

*Exhibit 3*





# COMMONWEALTH of VIRGINIA

## Virginia Department of Fire Programs

Brook M. Pittinger  
ACTING DIRECTOR

Brenda Scaife  
CHIEF ADMINISTRATIVE OFFICER

Finance Branch  
1005 Technology Park Drive  
Glen Allen, VA 23059-4500  
Phone: 804/ 371 0220  
Fax: 804/ 371-3358

August 14, 2017

Ms. Cheryl Elliott  
Fluvanna County  
132 Main Street  
Palmyra, VA 22963

Dear Ms. Elliott:

On behalf of the Virginia Fire Services Board, we are pleased to advise **Fluvanna County**, Virginia of a **grant award of up to \$480,000 for the new construction** of a burn building as a prop to assist in training the fire service for its jurisdiction. As outlined in the Virginia Department of Fire Programs Live Fire Training Structure Grant Policy the grant award is allocated as up to \$450,000 for the new construction and up to \$30,000 for architect and/or engineering services, totaling \$480,000.

According to the application submitted, the County has elected to construct its burn building according to the minimum standards specified in Prototype I, Class A.

This award is effective: FY2018

Accordingly, the **County has until August 14, 2018 to submit a valid building permit and begin construction** consistent with the terms and conditions of the mutually executed Disbursement Agreement. Following such date, the County will have an additional twelve (12) months to complete construction and collect the balance of their award. **The project expiration date is marked as August 14, 2019.**

Be advised that all documents are available on our website at <https://www.vafire.com/grants-and-local-aid/burn-building-grants/> under the Live Fire Training Structure Grant link, including the VFSB Live Fire Training Structure Policy which is effective as of February 2017. The County is required to review these documents very carefully in order to progress with its project in compliance with the terms and conditions of this grant award and the Policy that governs the Burn Building Grant Program.



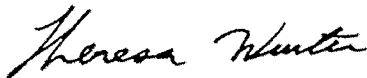
In accordance with the Burn Building Policy, the County will be required to attend an Orientation Meeting at the Division 3 Office in Farmville, Virginia that must be held within thirty (30) days of award notification. The purpose of this meeting is to introduce VDFP staff to new grants recipients, provide an overview of the Burn Building Grant Program, and offer an opportunity for grants recipients to ask questions about the grants process. **The County must schedule the Orientation Meeting by September 14, 2017**

Two originals of the Burn Building Disbursement Agreement are included. The County Manager must sign both originals and have them sent to my attention. Both originals will be counter signed by the Virginia Department of Fire Programs. One original will be returned to the County for Local file retention. **No funds disbursements will be authorized or released without the executed disbursement Agreement.**

Funds disbursement for new construction projects will be made in five (5) installments upon notification by the jurisdiction to the Agency. Once a valid building permit has been submitted and an executed Agreement is on file, the jurisdiction is eligible to draw the first 25% of the construction grant. Once A/E services are complete, jurisdictions may also request reimbursement for such services up to the amount awarded by the VFSB not to exceed \$30,000. Remaining funds disbursements for the construction grant will be made upon jurisdiction request on the percentage of completion method at 50%, 75% and 100% completion. In order to be eligible for final payment, the prop must be placed in operation. It is the responsibility of the jurisdiction to maintain all such records subject to audit by this Agency or its assignees for a period of five (5) years following the date of the last transfer of award funds to the grant recipient.

If you have any questions, feel free to contact me at my office 804/249-1958, or via email at [Theresa.Hunter@vdfp.virginia.gov](mailto:Theresa.Hunter@vdfp.virginia.gov).

Respectfully,



Theresa Hunter  
Budget and Grants Manager

Enclosure

c: Steven M. Nichols, County Administrator  
Walter Bailey, Chair, Virginia Fire Services Board  
Brook Pittinger, Acting Executive Director, Virginia Department of Fire Programs  
Tom Berry, Division Manager, Virginia Department of Fire Program



# COMMONWEALTH of VIRGINIA

## Virginia Department of Fire Programs

Garrett Dyer  
ACTING EXECUTIVE DIRECTOR

Brook Pittinger  
ASSISTANT CHIEF OF ADMINISTRATION  
AND RISK MANAGEMENT SERVICES

October 1, 2021

Mr. Eric Dahl  
Fluvanna County  
132 Main Street  
Palmyra, VA 22963

Dear Mr. Dahl:

The Virginia Fire Service Board approved a one year no cost extension to your Burn Building Grant Project at the September 24, 2021 Board meeting.

Your new project deadlines are as follows:

- Completion of a second valid building permit and begin construction by **November 14, 2022.**
- The new project completion date is now **November 15, 2023.**

In accordance with the Live Fire Training Structure Grant Policy, concurrent with the submission of the valid building permit, the grant recipient will also provide VDFP with two (2) copies and one (1) CD ROM version of the construction building drawings, including specifications. The full grant policy with all requirements can be found at <https://www.vafire.com/grants-and-local-aid/burn-building-grants/>.

If you have any questions, feel free to contact me at my office 804-249-1958 or via email at [Theresa.hunter@vdfp.virginia.gov](mailto:Theresa.hunter@vdfp.virginia.gov).

Sincerely,

A handwritten signature in black ink that reads 'Theresa Hunter'.

Theresa Hunter  
Budget and Grants Manager



**Kristina Hofmann**

---

**From:** Carolyn Howard <CHoward@daa.com>  
**Sent:** Monday, May 09, 2022 12:52 PM  
**To:** Kristina Hofmann  
**Cc:** Benjamin Powell; Eric Dahl; Kevin Whitney  
**Subject:** RE: 3461 Fluvanna County Fire Burn Building - FW: CRA Contact

[EXTERNAL EMAIL] USE CAUTION.

Kristina,

I reviewed the plans, and it appears the 2020 comments were not incorporated into the plans.

**Carolyn A. Howard, PE, LEED® AP**

Senior Associate / Regional Manager  
Site Development & Infrastructure

**Draper Aden Associates**

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[daa.com](http://daa.com)

**Our Blacksburg Office Has Moved!**

2200 South Main Street, Suite A  
Blacksburg, VA 24060

**From:** Kristina Hofmann <khofmann@fluvannacounty.org>  
**Sent:** Monday, May 9, 2022 12:47 PM  
**To:** Carolyn Howard <CHoward@daa.com>  
**Cc:** Benjamin Powell <bpowell@fluvannacounty.org>; Eric Dahl <edahl@fluvannacounty.org>; Kevin Whitney <kwhitney@cra-architects.com>  
**Subject:** RE: 3461 Fluvanna County Fire Burn Building - FW: CRA Contact

---

Attention: Email sent from outside DAA.

Carolyn –

Can you please respond on this so the County can proceed on an informed basis one way or another.

Sincerely,

Kristina M. Hofmann  
Deputy Fluvanna County Attorney  
Fluvanna County Attorney's Office  
414 East Jefferson Street  
Charlottesville, VA 22902  
Telephone: (434) 977-4507

**Exhibit 4**

Facsimile: (434) 977-6574

**From:** Kristina Hofmann  
**Sent:** Wednesday, May 04, 2022 10:03 AM  
**To:** Carolyn Howard <CHoward@daa.com>  
**Cc:** Benjamin Powell <bpowell@fluvannacounty.org>; Eric Dahl <edahl@fluvannacounty.org>; Kevin Whitney <kwhitney@cra-architects.com>  
**Subject:** RE: 3461 Fluvanna County Fire Burn Building - FW: CRA Contact

All –

I am assuming the revisions to the site plan finalized in March 2021 (per the plans) took into account any areas of confusion or issues that were directly pointed out to the County during the 2020 IFB process? I am just seeking clarification on whether such questions from bidders from the 2020 IFB process (all previously answered by either CRA or DA per the addendums) have been addressed in these revisions or if these questions should merely be verbatim added to our IFB ibn a section entitled "Clarifications of Specifications" so as to avoid confusion this go-around. I believe the County was hoping to get this out this week, but I will get with Mr. Dahl. I assume the County will need to understand where things stand before responding to your request. It may be that nothing is needed, but I am unclear what the March 2021 revisions to the site plan entailed. (Please note Ms. Toler is no longer with the County and Mr. Powell is on vacation – so any clarification on where things stand would be helpful).

Thank you for your help,  
Kristina M. Hofmann  
Deputy Fluvanna County Attorney  
Fluvanna County Attorney's Office  
414 East Jefferson Street  
Charlottesville, VA 22902  
Telephone: (434) 977-4507  
Facsimile: (434) 977-6574

**From:** Carolyn Howard <CHoward@daa.com>  
**Sent:** Wednesday, May 04, 2022 7:06 AM  
**To:** Kristina Hofmann <khofmann@fluvannacounty.org>  
**Cc:** Benjamin Powell <bpowell@fluvannacounty.org>; Eric Dahl <edahl@fluvannacounty.org>; Kevin Whitney <kwhitney@cra-architects.com>  
**Subject:** FW: 3461 Fluvanna County Fire Burn Building - FW: CRA Contact

[EXTERNAL EMAIL] USE CAUTION.

Kristina,

We have a direct contract with the County on this project, and understand CRA is coordinating this project on your behalf. Please let us know when you would like to rebid this project, so we can schedule the revisions highlighted below. It'll be early next week at the earliest.

Since this is the 3<sup>rd</sup> re-bid of this project, we are requesting additional fees to complete the revisions (if you don't ask, the answer is already no). We can complete it on a time and materials basis, if you'd like. It should not exceed \$1000.

Please feel free to call me to discuss further.

Thank you!

Carolyn

**Carolyn A. Howard, PE, LEED® AP**

Senior Associate / Regional Manager  
Site Development & Infrastructure

**Draper Aden Associates**

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**Our Blacksburg Office Has Moved!**

2200 South Main Street, Suite A  
Blacksburg, VA 24060

**From:** Kevin Whitney <[kwhitney@cra-architects.com](mailto:kwhitney@cra-architects.com)>  
**Sent:** Tuesday, May 3, 2022 5:57 PM  
**To:** Carolyn Howard <[CHoward@daa.com](mailto:CHoward@daa.com)>  
**Cc:** Kristina Hofmann <[khofmann@fluvannacounty.org](mailto:khofmann@fluvannacounty.org)>  
**Subject:** RE: 3461 Fluvanna County Fire Burn Building - FW: CRA Contact

---

Attention: Email sent from outside DAA.

---

They are trying to get this out as soon as possible. Anything you can do to keep things moving would be appreciated.

Thanks for your help



Kevin Whitney  
Project Manager

p: 434-975-7262  
c: 267-733-5119

**Crabtree, Rohrbaugh & Associates  
Architects**

[www.cra-architects.com](http://www.cra-architects.com)



**From:** Carolyn Howard <CHoward@daa.com>  
**Sent:** Tuesday, May 3, 2022 5:18 PM  
**To:** Kevin Whitney <kwhitney@cra-architects.com>  
**Cc:** Kristina Hofmann <khofmann@fluvannacounty.org>  
**Subject:** RE: 3461 Fluvanna County Fire Burn Building - FW: CRA Contact

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THIS EMAIL IS FROM SOMEONE OUTSIDE OF CRA ARCHITECTS.  
DO NOT CLICK ON LINKS OR OPEN ATTACHMENTS UNLESS YOU ARE 100% CERTAIN OF THE ORIGATION AND CONTENT.

---

Kevin,

When do you need this? (and please don't say this week)

**Carolyn A. Howard, PE, LEED® AP**

Senior Associate / Regional Manager  
Site Development & Infrastructure

**Draper Aden Associates**

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[daa.com](http://daa.com)

**Our Blacksburg Office Has Moved!**

2200 South Main Street, Suite A  
Blacksburg, VA 24060

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**From:** Kevin Whitney <kwhitney@cra-architects.com>  
**Sent:** Tuesday, May 3, 2022 5:00 PM  
**To:** Carolyn Howard <CHoward@daa.com>  
**Cc:** Kristina Hofmann <khofmann@fluvannacounty.org>  
**Subject:** 3461 Fluvanna County Fire Burn Building - FW: CRA Contact

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Attention: Email sent from outside DAA.

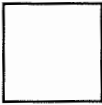
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Carolyn,

I am not sure if you are aware, Fluvanna County is proceeding with issuing the current fire burn building project out for bid. Below are several questions that were answered during the addendum period of the previous bid, almost two years ago. Prior to reissuing the current drawing for bid, the county would like to have all of the previous civil related addenda information picked up in the current drawings. Could you please review and have your documents updated or advise if any items are no longer applicable to the current project.

If you have any questions, please do not hesitate to contact me.

Thank You,

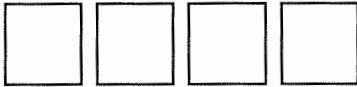


Kevin Whitney  
Project Manager

p: 434-975-7262  
c: 267-733-5119

**Crabtree, Rohrbaugh & Associates  
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[www.cra-architects.com](http://www.cra-architects.com)



**From:** Kristina Hofmann <[khofmann@fluvannacounty.org](mailto:khofmann@fluvannacounty.org)>  
**Sent:** Thursday, April 28, 2022 4:25 PM  
**To:** Kevin Whitney <[kwhitney@cra-architects.com](mailto:kwhitney@cra-architects.com)>  
**Cc:** Benjamin Powell <[bpowell@fluvannacounty.org](mailto:bpowell@fluvannacounty.org)>; Eric Dahl <[edahl@fluvannacounty.org](mailto:edahl@fluvannacounty.org)>  
**Subject:** RE: CRA Contact

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DO NOT CLICK ON LINKS OR OPEN ATTACHMENTS UNLESS YOU ARE 100% CERTAIN OF THE ORIGATION AND CONTENT.

Kevin –

Lovely to meet you this week. I am working on the IFB revisions and I had a few questions. The last issuance of this I believe was in June 2020 and back then 4 amendments were issued to address questions and concerns from contractors based on the pre-bid meeting (where literally the answer was to verbatim point to a section of the IFB that already addressed the matter directly or where the questions were repetitive I am not recommending they be reiterated and have not included them below). I am hoping to find out if these issues/questions/clarifications still exist/apply and thus we can go ahead and include the additional detail in the IFB at the front end. I realize the plans had changed and thus some of these issues may not be relevant or may have been revised in the new plans/specs. Can you please let me know which of the following questions from contractors still apply and thus should be addressed at the outset. If there is anything further you feel needs to be added to the answer please advise. Thank you! If you need to review the Addendums in detail, they are found: By IFB 2021-01 Burn Building Construction  
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Based on the County’s desire to proceed quickly - I am working to try to have a for review IFB with all attachments (including my recommended changes to the Contract for County use – please note this will be similar to prior revisions to your forms reviewed by CRA for the Basement Renovation Contract that did not proceed) as soon as practicable and hopefully before Monday morning. So your answers ASAP would be very helpful.

From Addendum #1: none applicable

From Addendum #2:

1. Please show the contour on the apron around the building.
  - a. The concrete apron at the building perimeter will have a high point elevation 0’6” below the first-floor elevation (367). The apron will slope at 2% ( no greater) away from the building as shown in sheet A1.1.
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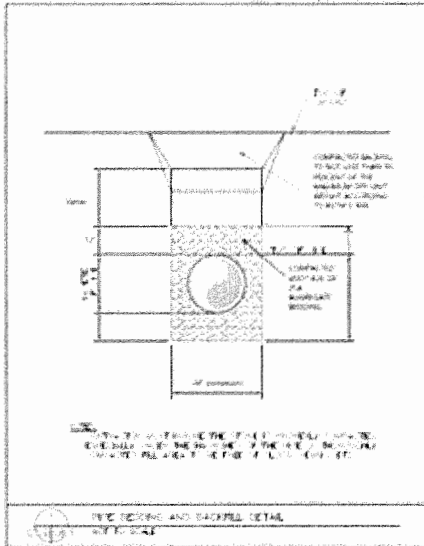
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14. Drawing C4.0 The fencing and new gate shown on the site plans will be by others, correct?
  - a. This will be the responsibility of the County.
  
18. Drawing C4.0 Will there be any tapping fees? If yes what are they?
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19. Drawing C4.0 Concrete detail by others. Please provide this detail.
  - a. All concrete apron details are shown on the architectural drawings.
20. Drawing FP1.1. Is a backflow preventer required?
  - a. Yes
21. There will be no Bid Bond requirement for this project. Other bonding requirements will still apply.

From Addendum #3:

4. Will Fork Union Sanitation District ("FUSD") supply all materials and perform all the work, including traffic control, necessary for installing the tapping sleeve, valve, and valve box as well as making the tap on the existing waterline or will this all be the Contractor's responsibility? Typically, in the past FUSD is responsible for performing this work.
  - a. Traffic Control and tapping the waterline will not be the responsibility of the Contractor. DAA will add a note.
6. Will any VDOT permits and/or bond be required for the waterline work that will take place in the VDOT ROW? If yes, will the county take care of these or will it be the Contractor's responsibility? If this will be Contractor's responsibility please specify the permits, bonds and associated fees that will be required.
  - a. This will not be the responsibility of the Contractor. DAA will add a note.
8. What is the building concrete slab detail? Type and thickness of stone base AND type and thickness of concrete slab?
  - a. Cast in place concrete slab and compacted stone base thickness is located on S301
9. What is the elevation of the finished concrete apron @ the building and what is the elevation of the finished concrete apron at the edges of the concrete apron? No elevations or contours shown on the site plan for this.
  - a. Answered in Addendum #2 – also see Drawings A3.1 and S301
10. Underdrain detail shows 3" of VDOT #10 stone on top of #57 stone for the underdrains. VDOT #10 stone is stone dust. Is this correct or a misprint? Please clarify or make a correction.
  - a. The underdrain detail should read "3" of VDOT #1 stone. DAA to update the detail.
11. Is the 4" HDPE perforated pipe in the underdrain to be single wall corrugated pipe or Double Wall HDPE pipe with corrugated outside and smooth wall inside?
  - a. The pipe shall be corrugated PE Drainage Pipe and Fittings NPS 3 to NPS 10: AASHTO M 252M, Type S, with smooth waterway for coupling joints. We will add a note to the plans.
12. The silt fence detail shows a typical wire back silt fence installation but is labeled super silt fence. Super silt fence typically uses chain link fence backing inside of the wire backing shown in the detail. Which type of silt fence is required... Wire back silt fence or Super Silt Fence?
  - a. Wire back silt fence is required. We will revise.
13. The waterline detail does not show any stone bedding or stone backfill. Will any stone bedding or stone backfill be required for the waterline? If yes please update the detail with the correct stone types and depths. We will add to the plans.

a. Refer to the detail below.



[NOTE: If this detail applies it was illegible in the Addendum (too small)

it will need to be attached in a larger format, Kevin if applicable, can you send)

14. What are the Contractor's options as far as disposing of stumps and brush from clearing? Can it be left in pile onsite, burned onsite, or does it have to be disposed of offsite? If taken offsite does the county have a dumpsite it can be taken to? If yes, what is the address and what are the cost/fees for dumping?
- Contractors must comply with all applicable law including without limitation permitting, erosion and sediment control, environmental, and zoning regulations.
  - Burning of stumps and debris sitting on site, is not permitted.
15. If there is excess topsoil and/or cut material from excavation and grading work can it be left in stockpile onsite (if yes, please show where) if no and it has to be disposed of offsite does the county or FUSA have an approved location that it can be taken to? If the county or FUSD has an approved dumpsite location what is the address for the location and what will the costs/fees be for dumping?
- Contractors must comply with all applicable law including without limitation permitting, erosion and sediment control, environmental, and zoning regulations.
17. On drawing CS.2 under General Notes: Wall Types -note 1 refer to wall type M-1. Could not find a detail on the A or S drawings.
- This note is not applicable to the project.
18. Note 2 in the same location refers to fire rated walls. No drywall is shown on the A or S drawings, so that would not be in our work. Is this correct.
- There are no fire rated walls in the project, this is not applicable. There is no mention of gypsum wallboard walls in Note 2, regardless this would not be applicable.
19. On Drawing 1.3, do the galvanized metal panels shown on the 1st and 2nd floor require metal stud framing to be attached to. There is no detail shown.
- Drawing 1.3 is the reflected ceiling plan drawings. The stud walls are shown on A1.1 and A1.2. The walls are tagged with a reference to CS.2. Note #3 states all walls are to be extended and attached to the underside of the deck above unless otherwise noted.
20. In Detail 4 on A3.2 Burn Room 1-106 shows 1" furring channels at the ceiling. No gauge or spacing is shown, can this be clarified? Would 7/8" furring work?
- 1" furring channel is required. The furring channels shall be no less than 18 gauge galvanized.
21. Details 1, 4 & 7 on AS.1 (ext. walls) show no cold formed metal framing. At wall Section 3 on A3.2 references details 3 & 6 on AS.1 that show cold formed metal framing at the Burn Room exterior walls only. Please clarify this. Details 1, 2, 4 and 5 on A3.2 show none either.
- There is no drawing AS.1. The metal burn room panels are supported by 3-5/8" galvanized metal studs running vertically. The walls in the fire burn rooms are clearly marked with an S6 tag which is detailed on CS.2.

23. Please confirm the new water line will not be metered.
  - a. Meter will be provided and paid for by the County. We will add a note to the plans.
24. Addendum 2 notes a backflow preventer is required, please confirm the size.
25. 6" Will burning of existing stumps and debris sitting on site, be permitted?
  - a. No
26. If not, can they be pushed outside LOD?
  - b. No; Contractors must comply with all applicable law including without limitation permitting, erosion and sediment control, environmental, and zoning regulations.
  - c. Any damage caused by other than normal wear and tear to the LOD or any other area within or outside the disturbance area will be the responsibility of the Contractor to repair at the Contractor's sole cost and expense.

## Addendum #4

2. Addendum 3 added a back flow preventer, but were on the drawing do you require it installed?
  - a. Contractor should coordinate with the water company prior to installation.
3. C4.0 SHOWS THE WATER LINE ENDING AT THE FIRE HYDRANT, no waterline from the fire hydrant into the building were the back flow preventer would normally be installed?
  - a. There is no direct connection from the fire hydrant to the building. The trainees will connect the fire hydrant to the FDC as they would in an emergency.
4. C4.0 (Owner to provide lighting information) for the exterior lights? This information was not provided. Plus, where do we run the power lines from to get power to these lights?
  - a. Contractor shall provide underground 2" conduit from the equipment room to each of the light poles shown on the civil drawings. See detail 1/C5.0 C6.1. Contractor to provide a 24" diameter concrete light pole base.
5. The attached sketch shows the increase in gauge to the walls surrounding the fire burn rooms.
6. Question #12 in Addendum #2 states that the contractor assumes all responsibilities to meet the prototype requirements of the Commonwealth Authority overseeing the grant. The bid set of drawings is missing some of the thermal lining required at all door and window openings. Is it required to provide thermal lining outside of interior and exterior doors and exterior windows consistent with the Virginia Prototype drawings or the bid set of drawings?
  - a. The VDFP construction plan shows thermal protection on the exterior doors and window for the header and jambs for the burn rooms. They also show the thermal protection for the interior doors for the burn rooms. In reviewing the TSG review comments of 11/22/2019, Spreadsheet-Item 40, they note that all external doors and windows shall have rollover protection along the jambs and headers. Again this was addressed by CR and is shown to be included in their bound set of plans. (Sheet A2.1)

Thank you again!

Kristina M. Hofmann

Deputy Fluvanna County Attorney

Fluvanna County Attorney's Office

414 East Jefferson Street

Charlottesville, VA 22902

Telephone: (434) 977-4507

Facsimile: (434) 977-6574

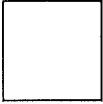
**From:** Eric Dahl <edahl@fluvannacounty.org>

**Sent:** Thursday, April 28, 2022 3:18 PM

**To:** Kristina Hofmann <khofmann@fluvannacounty.org>

**Subject:** CRA Contact

[kwhitney@cra-architects.com](mailto:kwhitney@cra-architects.com)

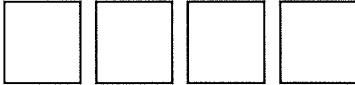


**Kevin Whitney**  
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**Eric M. Dahl**

County Administrator

*County of Fluvanna*

*132 Main St.*

*Palmyra, Va 22963*

*(Ph) 434-591-1910 x 1058*

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

[www.fluvannacounty.org](http://www.fluvannacounty.org)

**Kristina Hofmann**

---

**From:** Carolyn Howard <CHoward@daa.com>  
**Sent:** Wednesday, May 04, 2022 7:06 AM  
**To:** Kristina Hofmann  
**Cc:** Benjamin Powell; Eric Dahl; Kevin Whitney  
**Subject:** FW: 3461 Fluvanna County Fire Burn Building - FW: CRA Contact

[EXTERNAL EMAIL] USE CAUTION.

Kristina,

We have a direct contract with the County on this project, and understand CRA is coordinating this project on your behalf. Please let us know when you would like to rebid this project, so we can schedule the revisions highlighted below. It'll be early next week at the earliest.

Since this is the 3<sup>rd</sup> re-bid of this project, we are requesting additional fees to complete the revisions (if you don't ask, the answer is already no). We can complete it on a time and materials basis, if you'd like. It should not exceed \$1000.

Please feel free to call me to discuss further.

Thank you!

Carolyn

**Carolyn A. Howard, PE, LEED® AP**

Senior Associate / Regional Manager  
Site Development & Infrastructure

**Draper Aden Associates**

*Engineering • Surveying • Environmental Services*

Lasting Positive Impact®

Phone: 540.552.0444 • Direct: 540.557.1398

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**Our Blacksburg Office Has Moved!**

2200 South Main Street, Suite A  
Blacksburg, VA 24060

**From:** Kevin Whitney <kwhitney@cra-architects.com>  
**Sent:** Tuesday, May 3, 2022 5:57 PM  
**To:** Carolyn Howard <CHoward@daa.com>  
**Cc:** Kristina Hofmann <khofmann@fluvannacounty.org>  
**Subject:** RE: 3461 Fluvanna County Fire Burn Building - FW: CRA Contact

*Exhibit 5*

Attention: Email sent from outside DAA.

They are trying to get this out as soon as possible. Anything you can do to keep things moving would be appreciated.

Thanks for your help



**Kevin Whitney**  
Project Manager

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---

Kevin,

When do you need this? (and please don't say this week)

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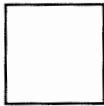
Attention: Email sent from outside DAA.

Carolyn,

I am not sure if you are aware, Fluvanna County is proceeding with issuing the current fire burn building project out for bid. Below are several questions that were answered during the addendum period of the previous bid, almost two years ago. Prior to reissuing the current drawing for bid, the county would like to have all of the previous civil related addenda information picked up in the current drawings. Could you please review and have your documents updated or advise if any items are no longer applicable to the current project.

If you have any questions, please do not hesitate to contact me.

Thank You,



Kevin Whitney  
Project Manager

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Addendums in detail, they are found: By IFB 2021-01 Burn Building Construction  
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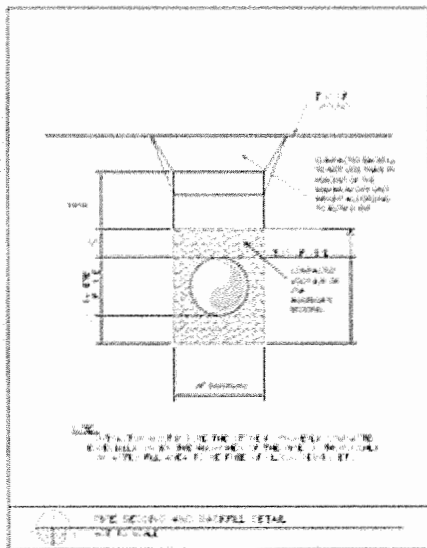
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21. There will be no Bid Bond requirement for this project. Other bonding requirements will still apply.

From Addendum #3:

4. Will Fork Union Sanitation District ("FUSD") supply all materials and perform all the work, including traffic control, necessary for installing the tapping sleeve, valve, and valve box as well as making the tap on the existing waterline or will this all be the Contractor's responsibility? Typically, in the past FUSD is responsible for performing this work.
- a. Traffic Control and tapping the waterline will be not be the responsibility of the Contractor. DAA will add a note.
6. Will any VDOT permits and/or bond be required for the waterline work that will take place in the VDOT ROW? If yes, will the county take care of these or will it be the Contractor's responsibility? If this will be Contractor's responsibility please specify the permits, bonds and associated fees that will be required.
- a. This will not be the responsibility of the Contractor. DAA will add a note.
8. What is the building concrete slab detail? Type and thickness of stone base AND type and thickness of concrete slab?
- a. Cast in place concrete slab and compacted stone base thickness is located on S301
9. What is the elevation of the finished concrete apron @ the building and what is the elevation of the finished concrete apron at the edges of the concrete apron? No elevations or contours shown on the site plan for this.
- a. Answered in Addendum #2 – also see Drawings A3.1 and S301
10. Underdrain detail shows 3" of VDOT #10 stone on top of #57 stone for the underdrains. VDOT #10 stone is stone dust. Is this correct or a misprint? Please clarify or make a correction.
- a. The underdrain detail should read "3" of VDOT #1 stone. DAA to update the detail.
11. Is the 4" HDPE perforated pipe in the underdrain to be single wall corrugated pipe or Double Wall HDPE pipe with corrugated outside and smooth wall inside?

- a. The pipe shall be corrugated PE Drainage Pipe and Fittings NPS 3 to NPS 10: AASHTO M 252M, Type S, with smooth waterway for coupling joints. We will add a note to the plans.
12. The silt fence detail shows a typical wire back silt fence installation but is labeled super silt fence. Super silt fence typically uses chain link fence backing inside of the wire backing shown in the detail. Which type of silt fence is required... Wire back silt fence or Super Silt Fence?
- a. Wire back silt fence is required. We will revise.
13. The waterline detail does not show any stone bedding or stone backfill. Will any stone bedding or stone backfill be required for the waterline? If yes please update the detail with the correct stone types and depths. We will add to the plans.
- a. Refer to the detail below.



[NOTE: If this detail applies it was illegible in the Addendum (too small) it will need to be attached in a larger format, Kevin if applicable, can you send)

14. What are the Contractor's options as far as disposing of stumps and brush from clearing? Can it be left in pile onsite, burned onsite, or does it have to be disposed of offsite? If taken offsite does the county have a dumpsite it can be taken too? If yes, what is the address and what are the cost/fees for dumping?
- a. Contractors must comply with all applicable law including without limitation permitting, erosion and sediment control, environmental, and zoning regulations.
  - b. Burning of stumps and debris sitting on site, is not permitted.
15. If there is excess topsoil and/or cut material from excavation and grading work can it be left in stockpile onsite (if yes, please show where) if no and it has to be disposed of offsite does the county or FUSA have an approved location that it can be taken to? If the county or FUSD has an approved dumpsite location what is the address for the location and what will the costs/fees be for dumping?
- a. Contractors must comply with all applicable law including without limitation permitting, erosion and sediment control, environmental, and zoning regulations.
17. On drawing CS.2 under General Notes: Wall Types -note 1 refer to wall type M-1. Could not find a detail on the A or S drawings.
- a. This note is not applicable to the project.
18. Note 2 in the same location refers to fire rated walls. No drywall is shown on the A or S drawings, so that would not be in our work. Is this correct.
- a. There are no fire rated walls in the project, this is not applicable. There is no mention of gypsum wallboard walls in Note 2, regardless this would not be applicable.
19. On Drawing 1.3, do the galvanized metal panels shown on the 1st and 2nd floor require metal stud framing to be attached to. There is no detail shown.
- a. Drawing 1.3 is the reflected ceiling plan drawings. The stud walls are shown on A1.1 and A1.2. The walls are tagged with a reference to CS.2. Note #3 states all walls are to be extended and attached to the underside of the deck above unless otherwise noted.

20. In Detail 4 on A3.2 Burn Room 1-106 shows 1" furring channels at the ceiling. No gauge or spacing is shown, can this be clarified? Would 7/8" furring work?
- a. 1" furring channel is required. The furring channels shall be no less than 18 gauge galvanized.
21. Details 1, 4 & 7 on AS.1 (ext. walls) show no cold formed metal framing. At wall Section 3 on A3.2 references details 3 & 6 on AS.1 that show cold formed metal framing at the Burn Room exterior walls only. Please clarify this. Details 1, 2, 4 and 5 on A3.2 show none either.
- a. There is no drawing AS.1. The metal burn room panels are supported by 3-5/8" galvanized metal studs running vertically. The walls in the fire burn rooms are clearly marked with an S6 tag which is detailed on CS.2.
23. Please confirm the new water line will not be metered.
- a. Meter will be provided and paid for by the County. We will add a note to the plans.
24. Addendum 2 notes a backflow preventer is required, please confirm the size.
25. 6" Will burning of existing stumps and debris sitting on site, be permitted?
- a. No
26. If not, can they be pushed outside LOD?
- b. No; Contractors must comply with all applicable law including without limitation permitting, erosion and sediment control, environmental, and zoning regulations.
  - c. Any damage caused by other than normal wear and tear to the LOD or any other area within or outside the disturbance area will be the responsibility of the Contractor to repair at the Contractor's sole cost and expense.

#### Addendum #4

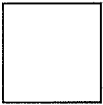
2. Addendum 3 added a back flow preventer, but were on the drawing do you require it installed?
  - a. Contractor should coordinate with the water company prior to installation.
3. C4.0 SHOWS THE WATER LINE ENDING AT THE FIRE HYDRANT, no waterline from the fire hydrant into the building were the back flow preventer would normally be installed?
  - a. There is no direct connection from the fire hydrant to the building. The trainees will connect the fire hydrant to the FDC as they would in an emergency.
4. C4.0 (Owner to provide lighting information) for the exterior lights? This information was not provided. Plus, where do we run the power lines from to get power to these lights?
  - a. Contractor shall provide underground 2" conduit from the equipment room to each of the light poles shown on the civil drawings. See detail 1/C5.0 C6.1. Contractor to provide a 24" diameter concrete light pole base.
5. The attached sketch shows the increase in gauge to the walls surrounding the fire burn rooms.
6. Question #12 in Addendum #2 states that the contractor assumes all responsibilities to meet the prototype requirements of the Commonwealth Authority overseeing the grant. The bid set of drawings is missing some of the thermal lining required at all door and window openings. Is it required to provide thermal lining outside of interior and exterior doors and exterior windows consistent with the Virginia Prototype drawings or the bid set of drawings?
  - a. The VDFP construction plan shows thermal protection on the exterior doors and window for the header and jambs for the burn rooms. They also show the thermal protection for the interior doors for the burn rooms. In reviewing the TSG review comments of 11/22/2019, Spreadsheet-Item 40, they note that all external doors and windows shall have rollover protection along the jambs and headers. Again this was addressed by CR and is shown to be included in their bound set of plans. (Sheet A2.1)

Thank you again!

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 Fluvanna County Attorney's Office  
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 Charlottesville, VA 22902  
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**Sent:** Thursday, April 28, 2022 3:18 PM  
**To:** Kristina Hofmann <[khofmann@fluvannacounty.org](mailto:khofmann@fluvannacounty.org)>  
**Subject:** CRA Contact

[kwhitney@cra-architects.com](mailto:kwhitney@cra-architects.com)



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

TAB F

<b>MEETING DATE:</b>	June 15, 2022				
<b>AGENDA TITLE:</b>	<b>Motorola Solutions Maintenance Support and Lifecycle Management Purchase Agreement</b>				
<b>MOTION(s):</b>	<b>I move the Board of Supervisors approve the “Maintenance Support and Lifecycle Management Purchase Agreement” between Fluvanna County and Motorola Solutions, Inc. for the Public Safety Emergency Communications Radio System Maintenance Services 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
		<b>x</b>			
<b>STAFF CONTACT(S):</b>	Donna Allen, Purchasing Officer ; Michael Grandstaff, Director of Communications				
<b>PRESENTER(S):</b>	Donna Allen, Purchasing Officer				
<b>RECOMMENDATION:</b>	Approve				
<b>TIMING:</b>	Current, existing agreement expires 06/30/22.				
<b>DISCUSSION:</b>	<ul style="list-style-type: none"> <li>• The existing maintenance service agreement with Motorola Solutions, Inc. is set to expire 06/30/22 for our Public Safety Emergency Communications Radio System Maintenance Services. A new six year agreement has been negotiated between Motorola, E911 and the County Attorney’s Office.</li> <li>• Costs of the infrastructure Maintenance Services: <ul style="list-style-type: none"> <li>○ Initial Term (7-1-2022 to 6-30-2023): \$416,241.00</li> <li>○ Renewal #1 (7-1-2022 to 6-30-2024): \$432,744.00</li> <li>○ Renewal #2 (7-1-2024 to 6-30-2025): \$449,903.00</li> <li>○ Renewal #3 (7-1-2025 to 6-30-2026): \$467,777.00</li> <li>○ Renewal #4 (7-1-2026 to 6-30-2027): \$486,362.00</li> <li>○ Renewal #5 (7-1-2027 to 6-30-2028): \$505,701.00</li> </ul> </li> <li>• Cost could change slightly in the future when additional localities join our System. Those localities would then share in the maintenance cost of our System.</li> <li>• Services included <ul style="list-style-type: none"> <li>○ 24x7x365 Technical Support</li> <li>○ Network Event Monitoring</li> <li>○ Remote Technical Support</li> <li>○ Dispatch Service</li> <li>○ Onsite Support, includes Microwave</li> <li>○ Security Update Service</li> <li>○ Preventative Maintenance Level 1</li> <li>○ Network Hardware Repair</li> <li>○ Remote Security Update Service</li> <li>○ Microwave Repair</li> <li>○ NICE Gold Support</li> </ul> </li> </ul>				

<b>FISCAL IMPACT:</b>	There is not an additional fiscal impact, the amount in the initial term of the proposed purchase agreement is included in the FY23 E911 budget.				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	<ul style="list-style-type: none"> <li>“Maintenance Support and Lifecycle Management Purchase Agreement”, with all Exhibits</li> </ul>				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
	X		X		

## **Maintenance Support and Lifecycle Management Purchase Agreement**

**Motorola Solutions, Inc.** ("Motorola"), a Delaware corporation authorized to transact business in Virginia, and **Fluvanna County, VA** and the **Fluvanna County Sheriff's Office** (together "Customer" or "County"), a political subdivision of the Commonwealth of Virginia, enter into this Maintenance Support and Lifecycle Management Purchase Agreement (the "Agreement") on this 1<sup>st</sup> day of July, 2022, pursuant to which Customer will purchase and Motorola will sell the Maintenance support and Lifecycle Management services, as described below (collectively the "Services"). Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties."

### **RECITALS:**

WHEREAS, per that the COMMUNICATIONS SYSTEM AGREEMENT between the Customer and Motorola dated June 25, 2015, as modified by:

- a) First Amendment and Modification dated the 27th day of May, 2016 (the "First Modification");
- b) Second Amendment and Modification dated the 16th day of June, 2016;
- c) Third Amendment and Modification dated the 16th day of June, 2016;
- d) Fourth Amendment and Modification dated the 16th day of June, 2016; and
- e) Fifth Amendment and Modification dated the 17<sup>th</sup> day of November, 2016;
- f) Sixth Amendment and Modification dated the 16<sup>th</sup> day of March, 2017;
- g) Seventh Amendment and Modification dated the 12<sup>th</sup> day of September, 2017; and
- h) 1<sup>st</sup> Addendum dated December 7, 2017 (the "1<sup>st</sup> Addendum");

(collectively as modified, the "Prior Agreement") the Customer had purchased from Motorola a certain System and Related Equipment as more specifically described in the Prior Agreement and pursuant to that Prior Agreement and specifically that 1<sup>st</sup> Addendum had purchased certain maintenance services for its System and Related Equipment (hereinafter the "Original Maintenance Services");

WHEREAS, the term for the Original Maintenance Services including all renewals will expire June 30, 2022 11:59:59 p.m. EST;

WHEREAS, Customer wishes for Motorola to continue providing the Services including without limitation maintenance and related services for its System and Equipment including all that (i) equipment identified in Exhibit A-3, (ii) certain additions to such System and Equipment as exist on the Effective Date and (iii) other additions as disclosed by Customer to Motorola (collectively (i), (ii) and (iii) are referred to herein as the "Systems and Related Equipment"), and Motorola wishes to provide such Services;

WHEREAS, the Parties intend for the Agreement to provide for a seamless transition from the Original Maintenance Services to these Services as if renewed by Customer, however the Customer at the request of Motorola is executing this new Agreement in lieu of an amendment to the Prior Agreement for a renewal; and


WHEREAS, Motorola certifies that it is the sole provider of the Services purchased by the Customer under this Agreement as detailed in Exhibit A-2; and in reliance thereof pursuant to Virginia Code Section 2.2-4303(E) the Customer finds that is only one source practicably available for the Services and this Agreement can be awarded to Motorola;

Now therefore, for good and valuable consideration, the Parties agree as follows:

### **Section 1 EXHIBITS AND RECITALS**

The foregoing recitals are incorporated into the body of this Agreement as material parts hereof. The exhibits listed below are attached hereto and incorporated into and made a material part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between Exhibits A through D will be resolved in their listed order. Notwithstanding the foregoing, this Agreement and the exhibits shall be read together whenever such interpretation is reasonable.



Exhibit A	Motorola "Software License Agreement"
Exhibit A-1	"County of Fluvanna General Terms, Conditions and Instructions to Bidders and Contractors" last amended July 16, 2014 (sometimes referred to herein as the "County's General Terms")
Exhibit A-2	Sole Source Letter
Exhibit A-3	Original Equipment List (from Original Maintenance Services)
Exhibit B	Statements of Work ("SOW")
Exhibit B-1	Lifecycle Management Statement of Work
Exhibit B-2	Maintenance Services Statement of Work
Exhibit B-3	Microwave Networks Microwave Support Services
Exhibit B-4	Nice Gold Maintenance with Remote Access Statement of Work
Exhibit C	Payment Schedule
Exhibit D	Cyber Security Services Addendum 

Hereinafter the Exhibits may be referred to collectively as "Exhibits" (whether capitalized or not) and individually by either the name of the Exhibit as shown in quotation marks above or by their alphabetical Exhibit identifier. Any terms defined in this Agreement appearing in the exhibits shall be defined as stated herein unless the context requires otherwise.

The Parties agree that this Agreement does not alter, limit, modify or amend that Prior Agreement in any way and is separate and distinct therefrom. The Prior Agreement and any rights, remedies, obligations or other provisions of the Parties thereunder are hereby ratified and confirmed.

1.1 Exhibit A-1 is hereby modified as follows:

1.1.1 The following language is added to the end of Sections 35 and 36 of Exhibit A-1: "Notwithstanding the foregoing, Motorola licenses any documents as set forth in this Agreement and any documents created based on pre-existing copyrighted materials shall retain Motorola's copyright and remain the property of Motorola, but this statement shall not limit the County's rights and obligations to disclose any such documents under Section 21 or the Virginia Freedom of Information Act."

1.1.2 The required amounts of insurance listed in Section 39 of Exhibit A-1 shall be deleted and replaced with the following required amounts of insurance:

Automobile- \$1,000,000.00 (combined single limit liability per accident, personal injury protection, auto physical damage)

Commercial General Liability- \$3,000,000.00 (per occurrence and general liability aggregate)

Professional Liability - \$1,000,000.00 (per claim and aggregate)

Worker's Compensation - Amount required by Virginia Law

1.1.3 Section 56 of Exhibit A-1, Termination, is hereby deleted and is replaced with Section 9 of this Agreement.

1.1.4 Section 54 of Exhibit A-1, Indemnification, is hereby deleted and replaced with Section 12 of this Agreement.

1.1.5 The following language is added to the end of Section 60 of Exhibit A-1: "Notwithstanding the foregoing, Motorola shall not be required to provide information that is proprietary and confidential or to create any records that it does not maintain in the ordinary course of its business."

1.1.6 Section 62 of Exhibit A-1 is hereby deleted.

1.1.7 The following Subsection (e) is added to the end of Section 65 of Exhibit A-1: “Notwithstanding the foregoing, Motorola shall have the right to immediately seek nonmonetary injunctive relief against the County for a breach of a software license of a third party, but only if such is the type of claim that can be properly brought under Virginia law outside of the Virginia Claims act, being Virginia Code § 15.2-1243, *et seq.*”

## Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

“Confidential Information” means all information consistent with the fulfillment of this agreement that is (i) a trade secret or proprietary information under Virginia Code Section 2.2-4342; AND (ii) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. Confidential information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain the information required by Virginia Code Section 2.2-4342(F) including, but not limited to, a summary of the Confidential Information disclosed with enough specificity for identification purposes, must be labeled or marked as confidential or its equivalent and must state the reason the protection is necessary. Notwithstanding the foregoing, Confidential information does not include: (i) publicly available information; (ii) information that a Party received from a third-party source that as between such Party and the third Party was not considered confidential information; or (iii) any information properly subject to disclosure under a competent court order or freedom of information act request.

“Customer” means Fluvanna County including its Sheriff’s Office, offices, agencies, divisions, and departments, and the officers, agents, employees, authorized users, and board members thereof.

“Effective Date” means that date upon which the last Party executes this Agreement.

“Equipment” means the Systems and Related Equipment and equipment that is specified in the recitals, Exhibits, attachments or is subsequently added to this Agreement.

“Force Majeure” means an event, circumstance, or act of a third party that is beyond a Party’s reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).

“Infringement Claim” means a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.

“Motorola” means Motorola Solutions, Inc., its employees, agents, contractors, subcontractors, officers, affiliates, successors, assigns, representatives or any other entity or individual providing any services, software or products, under this Agreement, including on Motorola’s behalf or in Motorola’s stead.

“Motorola Software” means Software that Motorola or its affiliated company owns.

“MUA” means Microwave Upgrade Agreement (MUA).

“NUA” means Network Upgrade Agreement (NUA).

“Non-Motorola Software” means Software that another party owns.

“Open-Source Software” (also called “freeware” or “shareware”) means software with either freely obtainable source code, license for modification, or permission for free distribution.

"Proprietary Rights" means the valid and enforceable patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

"Software" means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the System or Equipment.

"Services" means those installation, maintenance, SUA, MUA, NUA support, training, and other services described in this Agreement.

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program (which may include MUA or NUA services).

"System" as used herein means that System under the Prior Agreement, including the System and Related Equipment and the Equipment as such are defined herein.

### **Section 3 ACCEPTANCE**

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement; and Motorola accepts the terms and conditions of this Agreement and agrees to provide the Services related to the Equipment and System as required under this Agreement for the Term in strict accordance herewith. The Term of this Agreement begins on the July 1, 2022.

### **Section 4 SCOPE OF AGREEMENT AND TERM**

4.1. **4.1. SCOPE OF WORK.** Motorola will provide the Services described in this Agreement and the Exhibits hereto, including specifically but without limitation the Services as set forth in Exhibits B, B-1, B-2, B-3, and B-4. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services, but only upon execution of a written amendment to the Agreement signed by all Parties.

Motorola will provide the Services described in this Agreement and as required under the Exhibits including specifically but not limited to all those Services described in Exhibits B, B-1, B-2, B-3 and B-4.

4.2 **TERM.** Services required under this Addendum will begin on July 1, 2022 and will continue through June 30, 2023 (the "Initial Term"). Unless the Customer gives Motorola notice of termination of the Agreement as permitted by this Agreement Services Term shall automatically renew for an additional one-year period of maintenance Services; and shall continue to renew automatically thereafter annually for a total of five (5) renewals, with the last renewal term ending on June 30, 2028. The Initial Term and any and all renewal terms are referred to as the Coverage Dates. The Initial Term and all renewals thereof unless and until this Agreement is terminated are referred to herein as the "Term".

4.3. **SUBSTITUTIONS.** At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer and Customer consents to the substitution in Customer's sole discretion. Any substitution will be reflected in a written change order.

If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.4. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement, being Exhibit A. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement. Notwithstanding the foregoing, Motorola represents and warrants that Customer may use the Motorola

Software for Customer's intended uses thereof, as specifically set out in this Agreement and its Exhibits. Further, Customer shall only be responsible for abiding by software license agreements and standards actually delivered to Customer in writing in advance of the first use of the software by the Customer.

4.5. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software except that Motorola represents and warrants that Customer may use the Non-Motorola Software, and further that the Non-Motorola Software is suitable, for Customer's intended uses thereof, as specifically set out in this Agreement and its Exhibits. Non-Motorola Software may include Open-Source Software. All Open-Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable and if applicable will be paid by Motorola at its sole cost and expense). Notwithstanding the foregoing, Customer shall only be responsible for abiding by software license agreements and standards actually delivered to Customer in writing in advance of the first use of the software by the Customer.

4.6. **INTRINSICALLY SAFE EQUIPMENT.** Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.7. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires upon agreement and execution of a written change order to this Agreement signed by the Parties. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment to which the Services apply, which will be memorialized as Exhibit D.

4.8. All Equipment must be in good working order on the Effective Date or when additional equipment is added to the Agreement. Motorola acknowledges and agrees that the System and Equipment have been maintained by Motorola in good working order at all times since their inception pursuant to that Prior Agreement, and that maintenance Services by Motorola are continuing under this Agreement without interruption. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.9. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason beyond the reasonable control of Motorola (to include its affiliates and subsidiaries), Motorola may reasonably modify the scope of Services related to that Equipment or remove that Equipment from the Agreement, upon written consent to do so from Customer, which shall not be unreasonably withheld or delayed.

4.10. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

- 4.11 In performing the Services and under this Agreement Motorola agrees that:
- i. Motorola shall furnish all labor, equipment, materials, and services necessary for performing the Services during the Term.
  - ii. Motorola shall comply with applicable local, state and federal requirements while performing work.
  - iii. Motorola shall review safety plans with Customer prior to beginning any work.
  - iv. Motorola shall coordinate all work with the Customer to minimize site disturbance and service impacts.
  - v. Motorola shall report any safety concerns, near misses, accidents and injuries related to the work area to the Customer immediately.
  - vi. At no cost to Customer, Motorola shall replace or repair any (i) defective installation for ninety (90) days from Customer's acceptance of completed work and (ii) any manufacturer's defect within one (1) year from Customer's acceptance of completed work (each a "warranty repair"). This shall apply to all Services performed by Motorola under this Agreement.
  - vii. Motorola shall assure that all employees who will be performing the Services receive any required training necessary to perform the work and, if applicable, have any licensures, certifications or other prerequisite. The Customer reserves the right to review any Motorola training, licensure, or certification documentation upon request.
  - viii. Motorola will provide the Services in a good and workmanlike manner so as to pass without exception in the industry and so as to meet or exceed all requirements of the Agreement and all Exhibits hereto.

## **Section 5 EXCLUDED SERVICES**

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium except if caused by the negligence or willful misconduct of Motorola.

## **Section 6 TIME AND PLACE OF SERVICE**

Service will be provided at the location specified in this Agreement. When Motorola performs Service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4.30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering its Services, Customer agrees to reimburse Motorola for those charges and expenses, but only if such specific charges are approved by an authorized representative of Customer in writing in advance of each such charge or expense.

## **Section 7 CONTRACT PRICE, PAYMENT AND INVOICING**

7.1 Customer affirms that execution of this Agreement is the only Notice to Proceed ("NTP") that Motorola will receive for the Term of this Agreement and that a purchase order or NTP is not required for contract performance and that sufficient funds have been appropriated in accordance with applicable law for the Initial Term. Customer will pay all proper undisputed invoices as received from Motorola pursuant to Section 47 of the County's General Terms. Upon execution of this Agreement, Customer will provide all necessary reference information to include on invoices for payment per this Agreement.

7.2 **CONTRACT PRICE** The Contract Price being the cost of the Services under this Agreement shall be consistent with Exhibit C being:

- b. Initial Term (7-1-2022 to 6-30-2023): \$416,241.00**
- c. Renewal #1 (7-1-2023 to 6-30-2024): \$432,744.00**
- d. Renewal #2 (7-1-2024 to 6-30-2025): \$449,903.00**
- e. Renewal #3 (7-1-2025 to 6-30-2026): \$467,777.00**
- f. Renewal #4 (7-1-2026 to 6-30-2027): \$486,362.00**
- g. Renewal #5 (7-1-2027 to 6-30-2028): \$505,701.00**

Renewals #1-#5 shall be at the Customer's option in its sole discretion and nothing herein requires the Customer to renew the Services under this Addendum. The Customer shall not be billed for any Services not actually received or after any termination of the Maintenance Services. The cost of the Services for the Initial Term shall be payable within 45 days of execution of this Agreement by the Customer. Thereafter, Motorola will invoice the Customer for each annual renewal term in advance, with payment due within 45 days of receipt of proper invoice by the Customer or within 45 days of the beginning date of that current renewal term, whichever is later. In the event that the Services are terminated for any reason prior to the expiration of the current coverage year of the Term, the Customer shall receive a pro-rata reimbursement from Motorola of the total Services cost hereunder based on the number of days left in the coverage year for which Services will not be provided by reason of such termination. In the event that the Services are terminated by the Customer for any reasons prior to the Customer paying Motorola the annual payment for Maintenance Services, the Customer shall pay Motorola a pro-rata portion of the annual payment based on the number of days of services were actually rendered to the Customer by Motorola prior to said termination. Contract Price includes the Equipment, Software and Services provided under this Agreement and as defined in the Exhibits, excluding applicable sales or similar taxes and freight charges. The Customer is a tax-exempt political subdivision of the Commonwealth of Virginia, certificate will be provided to Motorola by the County upon request. Any change to the quantities or scope defined in the Exhibits may affect the overall Contract Price, however such changes must be in a written change order approved and signed by the Parties.

7.3. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer in advance of each payment period, according to this Agreement and Exhibit C and Customer will make payments to Motorola as required under this Agreement. Invoices will be mailed or emailed to Customer pursuant to Section 7.3.1, Invoicing and Shipping Addresses. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. For reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

7.3.1. **INVOICING AND SHIPPING ADDRESSES.**

Invoices will be sent to the Customer at the following address:

Fluvanna County Sheriff's Office

160 Commons Blvd.

Palmyra, VA 22963

Main 434-589-8211

Direct 434-591-2005

Cell 434-305-0744

Fax 434-591-2009

Email [mgrandstaff@fluvannasheriff.com](mailto:mgrandstaff@fluvannasheriff.com); with a copy to: [edahl@fluvannacounty.org](mailto:edahl@fluvannacounty.org)

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Fluvanna County Sheriff's Office  
 160 Commons Blvd.  
 Palmyra, VA 22963  
 Main 434-589-8211  
 Direct 434-591-2005  
 Cell 434-305-0744  
 Fax 434-591-2009  
 Email [mgrandstaff@fluvannasheriff.com](mailto:mgrandstaff@fluvannasheriff.com)

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Fluvanna County Sheriff's Office  
 160 Commons Blvd.  
 Palmyra, VA 22963  
 Main 434-589-8211  
 Direct 434-591-2005  
 Cell 434-305-0744  
 Fax 434-591-2009  
 Email [mgrandstaff@fluvannasheriff.com](mailto:mgrandstaff@fluvannasheriff.com)

Customer may change this information by giving written notice to Motorola.

7.4 INFLATION ADJUSTMENT. After the end of the five year service period in this Agreement, if any, during the Term of this Agreement, , if there is a change in the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U) annual index for each Contract year results in an increase or decrease, the price for the following year's services will increase or decrease (if the CPI decreases) by an incremental dollar amount per the following formula: Current year's maintenance price \* (actual change in the CPI – 3 percentage points). The successive year's service will increase or decrease accordingly from this new baseline by the dollar amount as described in the Pricing Exhibit. This adjustment will be calculated 60 days prior to the 12<sup>th</sup>/24<sup>th</sup>/36<sup>th</sup>, etc. anniversary of the end of the last service period in this Agreement. It will be calculated based upon the CPI for the most recent twelve-month increments beginning from the most current month available as posted by the U.S. Department of Labor. The price adjustment would fix the price for the following 12 months. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base). Notwithstanding the foregoing, the price adjustment increase or decrease for any year cannot exceed three percent (3%).

7.5 FREIGHT, TITLE AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Title to the Equipment will pass to Customer upon delivery. Title to Software will not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of Equipment to Customer. Motorola will pack and ship all Equipment in accordance with good commercial practices. Notwithstanding the foregoing, any damage to the Equipment or Software caused by the acts or omissions of Motorola shall be replaced by Motorola at no expense to the Customer.

## **Section 8      WARRANTY**

8.1. SERVICE WARRANTY. Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service.

8.2. EQUIPMENT WARRANTY. Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship for a period of 365 days from the date of

installation or delivery to Customer, whichever is later. This shall be in addition to, and not in limitation of, a warranty repair under Section 4.11 or any other warranty provided under this Agreement or any Exhibit hereto. Where more than one warranty applies, such shall run concurrently.

8.3. **MOTOROLA SOFTWARE WARRANTY.** Unless a longer warranty is otherwise stated in the Software License Agreement, Motorola warrants the Motorola Software at minimum in accordance with the terms of the Software License Agreement and the provisions of this Section 8 that are applicable to the Motorola Software for a period of ninety (90) days from the date of successful installation of a software upgrade as described in Exhibit B-1.

8.4. **EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner, for purposes of this section the Customer's intended use as described in the Agreement and its Exhibits, is a normal, customary and authorized use; accident, liquids, neglect, or acts of God, notwithstanding the foregoing the warranty will apply if such accident, liquid or neglect is caused by the fault, willful act or negligence of Motorola; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable laws; (ii) breakage of or damage to antennas unless caused by the fault, willful act or negligence of Motorola or defects in material or workmanship; (iii) Equipment if the Customer or any agent of the Customer has willfully removed the serial number or willfully made the serial number illegible; (iv) batteries (because they carry their own separate limited warranty which shall be assigned to Customer) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment of the System's functionality; and (vii) normal or customary wear and tear that does not affect the operation of the Equipment or the System's functionality.

8.5. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola must so notify Customer in writing and provide the basis for why Motorola believes such warranty claim is invalid. If Customer still believes it has a valid warranty claim, then it is entitled to take any action against Motorola in law, equity or otherwise to address said warranty claim. Repaired or replaced product is warranted for the balance of the original applicable warranty period. If a product is replaced, the faulty product that was replaced becomes the property of Motorola, and the replacement product is the property of Customer. Motorola will pay all shipment costs at its sole cost and expense. Notwithstanding the foregoing, if Motorola opts to refund the price of defective Equipment and without such Equipment the functionality of the System or any Subsystem is negatively affected, then such shall be considered a material default by Motorola under this Agreement and the provisions of Section 9 hereof shall apply.

8.6. **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Motorola to the original user purchasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable except with the express written consent of Motorola which shall not be unreasonably withheld.

8.7. **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES AND ANY WARRANTIES CONTAINED IN EXHIBITS HERETO ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING THE FOREGOING, MOTOROLA AGREES THAT ANY AND ALL APPLICABLE MANUFACTURER WARRANTIES FOR EQUIPMENT AND SOFTWARE ARE INCLUDED AND ARE ASSIGNED TO THE CUSTOMER, INCLUDING, BUT NOT LIMITED TO, MANUFACTURER'S WARRANTIES FOR BATTERIES.



## **Section 9      DEFAULT AND TERMINATION**

9.1      If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

9.2.      Any termination of this Agreement for cause owing to a default of Motorola will terminate any annual payment or other payment obligations of the Customer for services hereunder and any prepaid for Services shall be prorated and refunded to the Customer for the period after such termination for which Motorola was prepaid. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

9.3.      If the Customer terminates this Agreement before the end of the term, for any reason other than Motorola default, then the Customer must pay Motorola for Products and Services already delivered and performed.

9.4.      Intentionally Omitted.

## **Section 10     EXCLUSIVE TERMS AND CONDITIONS**

10.1      This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

10.2      Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

## **Section 11     CONFIDENTIALITY AND PROPRIETARY RIGHTS**

11.1.      CONFIDENTIAL INFORMATION. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this agreement. Each Party hereto agrees it will (i) not disclose the other Party's Confidential Information to any third party; (ii) restrict disclosure of the other Party's Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this agreement; (iii) not copy, reproduce, reverse engineer, de-compile or disassemble any of the other Party's Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at minimum reasonable care, in safeguarding against disclosure of the other Party's Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the other Party's Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this agreement; (vi) only use the Confidential Information as needed to fulfill this agreement; and (vii) return all Confidential Information to the Discloser upon termination of this Agreement.

11.2 Notwithstanding any other provision of this Agreement, or any Exhibit hereto, Recipient is not obligated to maintain as confidential, any Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this agreement; or (vi) is subject to disclosure under a valid and enforceable court order or is properly subject to disclosure under a Freedom of Information Act Request.

11.3 All Confidential Information remains the property of the discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

11.4 PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the third-party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their valid and enforceable Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not willfully or intentionally modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so except as instructed to do so by Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software, as applicable, or with the express written consent to do so from Motorola. The preceding sentence does not apply to Open-Source Software which is governed by the standard license of the copyright owner.

## **Section 12 INDEMNIFICATION**

12.1. GENERAL INDEMNITY BY MOTOROLA. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence or willful act of Motorola, its subcontractors, or their employees or agents, related to this Agreement or while performing their duties under this Agreement. Customer shall give Motorola prompt, written notice of any claim or suit as soon as Customer has actual knowledge of the same. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This Section is in addition to any indemnification provisions of Exhibit A-1.

### **12.2. PATENT AND COPYRIGHT INFRINGEMENT.**

12.2.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim as soon as the Customer has actual knowledge of the same; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the

defense of the Infringement Claim at Motorola's sole cost and expense. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

12.2.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense. (a) procure for Customer the right to continue using the Motorola Product, (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, however if there is a material effect on the System or any Subsystems functionality or performance then this shall be an event of default by Motorola under Section 9.

12.2.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished or approved in advance by Motorola; (b) the use of ancillary equipment or software not furnished by or approved in advance by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner inconsistent with Customer's intended use as described in the Agreement and its Exhibits and for which the Motorola Product was not designed and that is inconsistent with the terms of this Agreement except where such is the fault of Motorola; or (f) if Customer is given reasonable written notice to do so, the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement within a reasonable time after such enhancement release is delivered to Customer by Motorola with adequate instructions on installation of the same. Customer represents that the Motorola product will not be used in a subscription-based business model by the Customer.

12.2.4. This Section 12 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 12 are subject to and limited by the restrictions set forth in Section 13.

### **Section 13      LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the Contract Price plus any and all amounts paid by Customer under this Agreement, including any change orders, modifications or addenda. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT NEITHER PARTY WILL BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY EITHER PARTY PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the Party bringing such action knew or reasonably should have known the facts forming the basis for such action.

### **Section 14      FCC LICENSES AND OTHER AUTHORIZATIONS**

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying

with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other governmental matters.

## **Section 15     DISPUTES**

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

15.1. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia. See also Section 34 of Exhibit F.

15.2. **NEGOTIATION.** Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties may choose to attempt to resolve the Dispute promptly through good faith negotiations. The Parties may also or in addition proceed as otherwise permitted under this Agreement, law or equity; incorporated herein without limitation by reference are Sections 43, 51, 56, 61, and 66 of the County's Terms.

15.3. Intentionally Omitted.

15.4. Intentionally Omitted.

15.5. Intentionally Omitted.

## **Section 16     GENERAL**

16.1. **TAXES.** Customer is exempt from tax and will provide Motorola with a tax-exempt certificate upon request. Motorola will be solely responsible for reporting taxes on its income or net worth.

16.2. **ASSIGNABILITY AND SUBCONTRACTING.** Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the Customer, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement. Notwithstanding the foregoing, no assignment of this Agreement shall be valid unless and until the assigning Party gives the other Party written notice of the same and in addition Motorola may only assign this Agreement to an entity authorized to transact business in the Commonwealth of Virginia.

16.3. **WAIVER.** Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

16.4. **SEVERABILITY.** If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

16.5. **INDEPENDENT CONTRACTORS.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right

or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

16.6. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

16.7. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if an authorized representative of each Party signs that document unless the specific language of such acknowledgment or other form references this Section 16.7 and by its terms specifically supersedes this Section 16.7.

16.8 NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Motorola:  
Motorola Solutions, Inc.

Attn: Motorola Law Dept

Legal, Government Affairs & Corporate Communications  
500 W Monroe, 43<sup>th</sup> Floor  
Chicago, IL 60661

Customer:  
County of Fluvanna  
ATTN: Ms. Donna Allen  
P.O. Box 540  
Palmyra, VA 22963  
Telephone: (434) 591-1930  
Facsimile: (434) 591-1911  
Email: [dallen@fluvannacounty.org](mailto:dallen@fluvannacounty.org); and

Fluvanna County Sheriff's Office  
ATTN: Michael Grandstaff  
160 Commons Blvd.  
Palmyra, VA 22963  
Main 434-589-8211  
Direct 434-591-2005  
Cell 434-305-0744  
Fax 434-591-2009  
Email [mgrandstaff@fluvannasheriff.com](mailto:mgrandstaff@fluvannasheriff.com)

With a Copy to:

Fluvanna County Attorney  
Attn: Kristina M. Hofmann, Assistant County Attorney  
414 East Jefferson Street  
Charlottesville, VA 22902

16.9. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

16.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

16.11. MATERIALS, TOOLS AND EQUIPMENT. All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

16.12 FORCE MAJEURE. Neither Party will be liable for its reasonable non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

16.13 Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola. Motorola will provide Customer with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

16.14. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 4.3 (Motorola Software); Section 4.4 (Non-Motorola Software); if any payment or refund obligations exist, Section 7 (Contract Price and Payment); Subsection 8.7 (Disclaimer of Implied Warranties); Section 11 (Disputes); Section 14 (Limitation of Liability); and Section 11 (Confidentiality and Proprietary Rights); any provisions of the County's General Terms reasonably inferable by their terms to survive termination; and all of the General provisions in Section 16.

The Parties hereby enter into this Agreement as of the Effective Date.

**Motorola:**  
**Motorola Solutions, Inc.**

**Customer:**  
Fluvanna County

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Eric M. Dahl, County Administrator  
Date: \_\_\_\_\_

**Motorola:**  
**Motorola Solutions, Inc.**

**Customer:**  
Fluvanna County Sheriff's Office

By: \_\_\_\_\_  
Eric Hess, Sheriff  
Date. \_\_\_\_\_

Approved as to form:

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

## Exhibit A

### SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and Fluvanna County, Virginia ("Licensee").

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

#### **Section 1      DEFINITIONS**

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use under the Primary Agreement, as defined below, specifically including, but not limited to, the System and any Subsystems, and any components thereof.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open-Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open-Source Software License" means the terms or conditions under which the Open-Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached and all other exhibits attached to that Primary Agreement.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third-party supplier. The term "Software" does not include any third-party software provided under separate license or third-party software not licensable under the terms of this Agreement.

1.8 Unless otherwise specifically defined in this Agreement, all terms herein shall have the same meanings as those terms in the Primary Agreement.

#### **Section 2      SCOPE**

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

#### **Section 3      GRANT OF LICENSE**

3.1. Subject to the provisions of this Agreement and the payment of the Contract Price pursuant to the terms of the Primary Agreement, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in



object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open-Source Software, the terms and conditions governing the use of such Open-Source Software are in the Open-Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open-Source Software Licenses governing Licensee's use of the Open-Source Software, the terms and conditions of the license grant of the applicable Open-Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open-Source Software is provided under this Agreement; (ii) identify the Open-Source Software and provide Licensee a copy of the applicable Open-Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open-Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

#### **Section 4      LIMITATIONS ON USE**

4.1. Licensee may use the Software only for Licensee's intended use as described in the Primary Agreement and its Exhibits and internal business and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement. Motorola represents and warrants that the Software may be used for the Customer's intended use as described in the Primary Agreement and its Exhibits.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely except as may be allowed for by the Primary Agreement. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's

request. Notwithstanding the foregoing, Motorola acknowledges that the RSS may be used for Customer's intended use as described in the Primary Agreement and its Exhibits.

4.5. Licensee will maintain consistent with its standard and normal practices, during the term of this Agreement and for a period of two years thereafter, any records it may have relating to this license grant or its compliance with this Agreement.

## **Section 5 OWNERSHIP AND TITLE**

Motorola, its licensors, and its suppliers retain all of their valid and enforceable proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

## **Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY**

6.1. The commencement date of the Software warranty will be the date of Motorola's shipment of the Software and the warranty will expire upon the termination of "Warranty Period" as defined in the Primary Agreement. If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, or completely free of Security Vulnerabilities. Motorola represents and warrants that the use of the Software or Designated Products in the System will function for the Customer's intended use as described in the Primary Agreement and its Exhibits.

6.2 Motorola must use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee. Notwithstanding the foregoing, except in the event of an uncured Customer breach of the license, if Motorola opts to terminate the License and refund the Customer and without such license the functionality of the System or any Subsystem is negatively affected, then such shall be considered a material default by Motorola under the Primary Agreement and the provisions of Section 12 thereof shall apply.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 and the warranties included in the Primary Agreement are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

## **Section 7      TRANSFERS**

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its reasonable discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; provided that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

## **Section 8      TERM AND TERMINATION**

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola. Licensee shall be in breach of this Agreement if Licensee violates a material provision of this Agreement and fails to cure the same within five (5) days of receipt of written notice of such material breach from Motorola.

8.2 Within thirty (30) days after termination of this Agreement Motorola may request and Licensee will certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee willfully breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

## **Section 9      INTENTIONALLY OMITTED.**

## **Section 10     CONFIDENTIALITY**

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

## **Section 11     LIMITATION OF LIABILITY**

The Limitation of Liability provision is described in the Primary Agreement.

## **Section 12     NOTICES**

Notices are described in the Primary Agreement.

## **Section 13     GENERAL**

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement consistent with the Primary Agreement

13.4. **GOVERNING LAW.** See Section 15.1 of the Primary Agreement.

13.5. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third-party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. **SURVIVAL.** Sections 4, 5, 6.3, 7, 8, 10, 11 and 13 survive the termination of this Agreement.

13.7. **ORDER OF PRECEDENCE.** In the event of a conflict between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8. **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third-party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

**Exhibit C**  
**Payment Schedule**

Exhibit A-1  
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 28 2.2-4333, if a Contract for construction provides for progress payments in installments based upon an estimated percentage of completion, then the contractor shall be paid at least ninety-five percent (95%) of the earned sum when payment is due, with no more than five percent (5%) being retained to ensure faithful performance of the contract. All amounts withheld may be included in the final payment. Any subcontract related to work on a Contract that provides for similar progress payments shall be subject to the provisions above and the Contractor agrees to include such provisions in every subcontract.

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

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

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

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

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

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

**53. MODIFICATION:**



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

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

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

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

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

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

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

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

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

- 59. COOPERATIVE PROCUREMENT:** Except as prohibited by the current Code of Virginia, all resultant Contracts will be extended to other Public Bodies of the Commonwealth of Virginia, to permit their ordering of Goods, supplies and/or Services at the prices and terms of the resulting Contract (“cooperative procurement”). By submitting any Bid or entering into any Contract with the County a Bidder/Contractor expressly authorizes cooperative procurement under Virginia Code § 2.2-4304 to the full extent permitted by law. If any other public body decides to use any Contract, the Contractor must deal directly with that public body concerning all matters relating thereto, including but not limited to, the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. The County acts only as the “Contracting Agent” for these public bodies. Any resulting contract with other public bodies shall be governed by the laws of that specific entity. It is the Contractor’s responsibility to notify the public bodies of the availability of the Contract. Fluvanna County shall not be held liable for any direct or indirect costs, damages or other claim of any kind incurred by another public body or any Contractor as a result of any cooperative procurement.
- 60. AUDIT:** The Contractor hereby agrees to retain all books, records and other documents relative to any Contract for five (5) years after final payment, or until audited by the County, whichever is sooner. The County, its authorized agents, and/or County auditors shall have full access to and right to examine any of said materials during said period.
- 61. GUARANTIES AND WARRANTIES:** All guarantees, representations and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on any Contract is made. In addition to any guarantees, representations and warranties required under the Contract, the Contractor agrees to:
- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a Contract for which the Contractor is not the patentee, assignee, licensee or owner;
  - b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery;
  - c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to the Contractor’s own work or to the work of other contractors, for which the Contractor’s workers are responsible;
  - d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County; and
  - e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor;

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

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

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

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

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

**65. CLAIMS PROCEDURE:**

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

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

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

#### **DELIVERY**

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

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

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

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

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

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

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

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

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

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







Motorola Solutions, Inc.  
500 W. Monroe St. Ste 4400  
Chicago, IL 60661-3781

Telephone: +1-847-576-5000

May 9, 2022

Michael Grandstaff  
Director of Communications  
Fluvanna County Sheriff's Office  
160 Commons Boulevard  
Palmyra, Virginia 22963

**Subject: Motorola Service Agreement USC000007168**

Mr. Grandstaff:

Motorola Solutions, Inc. ("Motorola") is pleased to deliver, under the above referenced Service Agreement ("Service Agreement"), a custom support plan tailored to maintaining your ASTRO 25 radio network for the next six years. To be included in this package are Advanced Plus Maintenance Services along with planned and authorized upgrades, which include installation, project management and support for the ASTRO 25 radio network purchased by Fluvanna County.

Motorola's Systems Support Center ("SSC") is uniquely qualified to provide both onsite and remote services under the Advanced Plus Service Package for your radio network. Our service depot is the only repair center authorized to perform component level repairs to your infrastructure and our local, factory trained service partner, Clear Communications, is authorized to perform onsite service, maintenance and optimizations.

Under this agreement, Motorola is also providing a System Upgrade Assurance ("SUA") plan which will upgrade the network to the latest shipping release every two years, maintaining that all equipment and software is of the latest shipping and supported release, thereby, futureproofing your investment.

The services outlined are exclusive to Motorola, as Motorola is uniquely qualified to maintain the ASTRO 25 network based on our intimate knowledge with and ownership of the ASTRO 25 proprietary technology. Motorola is looking forward to serving the needs of Fluvanna County.

Should you have any questions, please do not hesitate to contact Dale Scott, Customer Support Manager, at 540.379.5853 or via email at [dale.scott@motorolasolutions.com](mailto:dale.scott@motorolasolutions.com).

Sincerely,

*Dale K. Scott*

Dale K. Scott

Customer Support Manager

Motorola Solutions, Inc.

Managed and Support Services

Exhibit A-2



**Equipment Table**

1. 300-foot self-supported lattice communication tower located at Central Virginia Electric Cooperative; 31 Cooperative Way, Palmyra, Virginia 22963.
2. 300-foot self-supported lattice communication tower located at Columbia Elementary School; 563 Wilmington Road Palmyra, Virginia 22963.
3. 250-foot self-supported lattice communication tower located at Palmyra Governance Center; 11206 West River Road, Fork Union, Virginia 23055.
4. 195-foot self-supported lattice communication tower located at Fluvanna County Sheriff's Office; 160 Commons Blvd., Palmyra, Virginia 22963.
5. Radio and Communication equipment as per the attached schedules and all those towers, equipment, materials, hardware, software, items and things making up that System purchased, loaned, licensed and provided to Fluvanna County by Motorola Solutions, Inc., a Delaware corporation authorized to transact business in Virginia, and Fluvanna County under that Communications System Agreement, as amended by all change orders.

Exhibit A-3

## SECTION G.4.1

# DETAILED EQUIPMENT LIST

## G.4.1.1 TRUNKING SYSTEM

QTY.	APC CODE	MODEL NUMBER	ITEM DESCRIPTION
1	112	X530BG	ADD: VHF (136-174 MHZ)
1	112	CA01949AA	ADD: ANALOG ONLY CONV SW
1	112	CA01952AA	ADD: ANALOG CONVENTIONAL SIMULCAST
1	112	X153AW	ADD: RACK MOUNT HARDWARE
1	112	DLN6821	FRU: GTR ANALOG 4W E&M SIMULCST KIT
1	207	DQ_FLUPAGECOMB	Paging channel addition to Combiner
1	425	SQM01SUM0274	SINGLE ZONE TRUNKED L CORE
1	425	NPI_001298	CA0XXXXAA - ADD: REDUNDANT CORE
1	425	CA01663AB	ADD: RACK
1	425	UA00137AA	ADD: EMAIL ALARM NOTIFICATIONS
1	425	CA02634AA	ADD: MOSCAD NFM VIRTUAL APP A7.15_A
1	425	UA00225AA	ADD: UEM ENHANCED NAVIGATION
1	425	UA00226AA	ADD: MICROWAVE MAP & SEGMENT VIEW
1	425	UA00227AA	ADD: UEM SNMP ELEMENT MANAGEMENT
1	425	CA01750AA	ADD: TERMINAL SERVER
1	425	CA02635AA	ADD: Fortinet Firewall Appliance
1	425	UA00158AA	ADD: PHASE 2 TDMA TRKG OP ZONE LIC
6	425	UA00159AA	ADD: P25 PHASE 2 TDMA TRKNG OP SITE
1	425	UA00152AA	ADD:500 RADIO USER LICENSES
13	425	CA02193AA	ADD: ANTI-MALWARE DEF UPDATE LIC
1	147	CLN1856	2620-24 ETHERNET SWITCH ?
5	708	T7885	MCAFFEE WINDOWS AV CLIENT
1	469	F4544	SITE MANAGER ADVANCED
1	469	V266	ADD: 90VAC TO 260VAC PS TO SM
1	469	VA00873	ADD: SDM SNT FW CURR ASTRO REL
1	708	TT2539	Z420 HIGH TIER WORKSTATION WINDOWS
1	708	DS019BLK	19 INCH NON-TOUCH MONITOR, BLACK
1	708	TT2177	INTOUCH RUNTIME 60K TAG W/O-I/O, V1
1	708	TT2296	HYPERACCESS VERSION 9.0
1	708	DDN9048	SERIAL/ IP 1 PORT SEAT LICENSE
1	906	DSTRAK88353M	GPS CLOCK, 10MHZ, RUBIDIUM, 48V INC
1	906	DSTRAKP001134	AC POWER SUPPLY FOR 8835 GPS CLOCK
1	906	DSTRAK4008245101	MOUNTING SHELF FOR 8835 GPS CLOCK

County of Fluvanna, Virginia  
VHF Simulcast P25 Public Safety Emergency Communications Radio System

June 17, 2015  
Use or disclosure of this proposal is subject  
To the restrictions on the cover page.

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Equipment List G4.2.1-1

QTY.	APC CODE	MODEL NUMBER	ITEM DESCRIPTION
1	906	DSTRAK002111KIT	ENHANCED FILTER ANTENNA KIT (N CONN
1	430	DVN4046B	MASTER SYSTEM KEY STARTER KIT
2	280	DLN6822	FRE: DL380p G8 HC 300GB DISK
1	280	DLN6864	FRU: DL380 G8p POWER SUPPLY
2	280	DLN6844	CPH 300 GB HARD DRIVE
2	280	DLN6866	DVD DRIVE
1	877	DLN6880	DAS - CHASSIS ONLY
2	877	DLN6879	DAS - PROCESSOR MODULE
2	877	DLN6867	DAS POWER SUPPLY
4	877	CKN6952	SAS CABLE 1M
7	425	DLN6881	1 TB SAS HARD DRIVE
1	708	DSSTBP8000100	SEAGATE : 8TB BUSINESS STORAGE 4-BA
1	877	DLN6692	HP LASERJET PRINTER CP3525DN 110V
1	708	TT2565	NM Z420 HIGH TIER WIN7-IE9 64BIT
1	877	T8123	ASTRO CLIENT APPL SW 7.15
1	708	DS019BLK	19 INCH NON-TOUCH MONITOR, BLACK
1	571	DSHPSUBLAPTOP	LAPTOP WINDOWS
6	708	T7885	MCAFFEE WINDOWS AV CLIENT
1	906	DSTRAK91009E	REMOTE SITE REDUNDANT MODULAR FREQU
50	351	L1700	FSJ1-50A CABLE 1/4" SUPERFLEX POLY
4	351	DDN9769	TRANSMISSION LINE,F1TNM-HC 1/4IN TY
1	201	T7537	KVL 4000 KEYLOADER
1	201	U239AD	ADD: ASTRO 25 MODE
1	201	QA01767AA	ADD: KVL RADIO AUTHENTICATION
1	201	X795AJ	ADD: ASN MODE
1	201	CA01598AA	ADD: AC LINE CORD US
1	201	CA00182AP	ADD: AES ENCRYPTION SOFTWARE
1	201	X423AF	ADD: DES/DES-XL/DES-OFB ENCRYPTION
1	201	C543	ADD: CABLE FOR RNC, DIU, MGEN
1	201	C724	CABLE, KEYLOAD
1	201	CA01603AA	ADD: USB COMM/CHARGE CABLE W/ CUP
1	514	HKN6182	KEYLOADING CABLE ADAPTER (GCAI)
1	644	TDN9390	KVL CABLE FOR XTS3000 AND MTS2000
1	201	TKN8209	CABLE KEYLOAD MX
2	509	TRN7343	SEVEN AND A HALF FOOT RACK
1	207	DSTSJ100BT	SPD, RJ-48 8 PIN, 10/100 BASE T TSJ
1	207	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TS
1	430	DVN4046B	MASTER SYSTEM KEY STARTER KIT
1	147	SQM01SUM0205	GGM 8000 GATEWAY
1	147	CA01616AA	ADD: AC POWER
1	147	CLN1856	2620-24 ETHERNET SWITCH

County of Fluvanna, Virginia  
VHF Simulcast P25 Public Safety Emergency Communications Radio System

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Equipment List G4.2.1-2

QTY.	APC CODE	MODEL NUMBER	ITEM DESCRIPTION
1	147	CLN1858	3800-48 ETHERNET SWITCH
1	147	T8126	FORTINET FIREWALL APPLIANCE
1	56	DLN6940	460W POWER SUPPLY FOR DL380P
1	660	DLN6967	FRU: 500 GB SATA DRIVE
1	147	T7385	TERMINAL SERVER
1	112	T7321	GCM 8000 COMPARATOR
2	112	CA01183AA	ADD: GCM 8000 COMPARATOR
2	112	CA01185AA	ADD: IP BASED MULTISITE OPERATION
1	112	CA01901AA	ADD: P25 TDMA COMPARATOR SOFTWARE
1	112	X153AW	ADD: RACK MOUNT HARDWARE
1	112	T7321	GCM 8000 COMPARATOR
2	112	CA01183AA	ADD: GCM 8000 COMPARATOR
2	112	CA01185AA	ADD: IP BASED MULTISITE OPERATION
2	112	CA01901AA	ADD: P25 TDMA COMPARATOR SOFTWARE
1	112	X153AW	ADD: RACK MOUNT HARDWARE
1	112	T7038	GCP 8000 SITE CONTROLLER
1	112	CA00303AA	ADD: QTY (1) SITE CONTROLLER
7	112	CA02214AA	ADD: SIMULCAST REMOTE SITE LICENSE
1	112	CA01194AA	ADD: IP BASED MULTISITE SITE CONTRO
1	112	X153AW	ADD: RACK MOUNT HARDWARE
1	112	T7038	GCP 8000 SITE CONTROLLER
1	112	CA00303AA	ADD: QTY (1) SITE CONTROLLER
7	112	CA02214AA	ADD: SIMULCAST REMOTE SITE LICENSE
1	112	CA01194AA	ADD: IP BASED MULTISITE SITE CONTRO
1	112	X153AW	ADD: RACK MOUNT HARDWARE
1	906	DSTRAK91008E	PRIME/MASTER SITE REDUNDANT MODULAR
50	351	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY
4	351	DDN9769	TRANSMISSION LINE,F1TNM-HC 1/4IN TY
2	147	SQM01SUM0205	GGM 8000 GATEWAY
2	147	CA01616AA	ADD: AC POWER
2	147	CLN1859	2620-48 ETHERNET SWITCH
2	147	SQM01SUM0205	GGM 8000 GATEWAY
2	147	CA01616AA	ADD: AC POWER
2	147	CLN1859	2620-48 ETHERNET SWITCH
1	509	TRN7343	SEVEN AND A HALF FOOT RACK
4	207	DSTSJ100BT	SPD, RJ-48 8 PIN, 10/100 BASE T TSJ
4	207	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TS
1	147	SQM01SUM0205	GGM 8000 GATEWAY
1	147	CA01616AA	ADD: AC POWER
1	147	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
1	906	DSTRAK91061	FOUR PORT DDM

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Equipment List G4.2.1-3

QTY.	APC CODE	MODEL NUMBER	ITEM DESCRIPTION
1	147	SQM01SUM0205	GGM 8000 GATEWAY
1	147	CA01616AA	ADD: AC POWER
1	147	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
1	112	DLN6892	FRU: XCVR VHF V2
1	112	DLN6897	FRU: PA VHF
1	112	DLN6569	FRU: GCP 8000/GCM 8000
1	112	DLN6781	FRU POWER SUPPLY
1	729	DLN6455	CONFIGURATION/SERVICE SOFTWARE
1	112	DLN6898	FRU: FAN MODULE
2	147	SQM01SUM0205	GGM 8000 GATEWAY
2	147	CA01616AA	ADD: AC POWER
2	147	CLN1856	2620-24 ETHERNET SWITCH ?
4	112	T7039	GTR 8000 Base Radio
4	112	X530BG	ADD: VHF (136-174 MHZ)
4	112	CA01193AA	ADD: IP BASED MULTISITE BASE RADIO
4	112	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
3	112	CA01842AA	ADD: P25 TDMA SOFTWARE
4	112	X153AW	ADD: RACK MOUNT HARDWARE
1	509	TRN7343	SEVEN AND A HALF FOOT RACK
1	207	DSTSJ100BT	SPD, RJ-48 8 PIN, 10/100 BASE T TSJ
1	207	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TS
2	147	SQM01SUM0205	GGM 8000 GATEWAY
2	147	CA01616AA	ADD: AC POWER
2	147	CLN1856	2620-24 ETHERNET SWITCH
1	906	DSTRAK91009E	REMOTE SITE REDUNDANT MODULAR FREQU
2	906	DSTRAK91061	FOUR PORT DDM
50	351	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY
4	351	DDN9769	TRANSMISSION LINE, F1TNM-HC 1/4IN TY
4	112	T7039	GTR 8000 Base Radio
4	112	X530BG	ADD: VHF (136-174 MHZ)
4	112	CA01193AA	ADD: IP BASED MULTISITE BASE RADIO
4	112	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
3	112	CA01842AA	ADD: P25 TDMA SOFTWARE
4	112	X153AW	ADD: RACK MOUNT HARDWARE
1	509	TRN7343	SEVEN AND A HALF FOOT RACK
2	207	DSTSJ100BT	SPD, RJ-48 8 PIN, 10/100 BASE T TSJ
2	147	SQM01SUM0205	GGM 8000 GATEWAY
2	147	CA01616AA	ADD: AC POWER
2	147	CLN1856	2620-24 ETHERNET SWITCH
1	906	DSTRAK91009E	REMOTE SITE REDUNDANT MODULAR FREQU
2	906	DSTRAK91061	FOUR PORT DDM

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Equipment List G4.2.1-4



QTY.	APC CODE	MODEL NUMBER	ITEM DESCRIPTION
50	351	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY
4	351	DDN9769	TRANSMISSION LINE,F1TNM-HC 1/4IN TY
4	112	T7039	GTR 8000 Base Radio
4	112	X530BG	ADD: VHF (136-174 MHZ)
4	112	CA01193AA	ADD: IP BASED MULTISITE BASE RADIO
4	112	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
3	112	CA01842AA	ADD: P25 TDMA SOFTWARE
4	112	X153AW	ADD: RACK MOUNT HARDWARE
1	509	TRN7343	SEVEN AND A HALF FOOT RACK
2	207	DSTSJ100BT	SPD, RJ-48 8 PIN, 10/100 BASE T TSJ
2	147	SQM01SUM0205	GGM 8000 GATEWAY
2	147	CA01616AA	ADD: AC POWER
2	147	CLN1856	2620-24 ETHERNET SWITCH
1	906	DSTRAK91009E	REMOTE SITE REDUNDANT MODULAR FREQU
2	906	DSTRAK91061	FOUR PORT DDM
50	351	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY
4	351	DDN9769	TRANSMISSION LINE,F1TNM-HC 1/4IN TY
4	112	T7039	GTR 8000 Base Radio
4	112	X530BG	ADD: VHF (136-174 MHZ)
4	112	CA01193AA	ADD: IP BASED MULTISITE BASE RADIO
4	112	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
3	112	CA01842AA	ADD: P25 TDMA SOFTWARE
4	112	X153AW	ADD: RACK MOUNT HARDWARE
1	509	TRN7343	SEVEN AND A HALF FOOT RACK
2	207	DSTSJ100BT	SPD, RJ-48 8 PIN, 10/100 BASE T TSJ
2	147	SQM01SUM0205	GGM 8000 GATEWAY
2	147	CA01616AA	ADD: AC POWER
1	906	DSTRAK88353M	GPS CLOCK, 10MHZ, RUBIDIUM, 48V INC
1	906	DSTRAKP001134	AC POWER SUPPLY FOR 8835 GPS CLOCK
1	906	DSTRAK4008245101	MOUNTING SHELF FOR 8835 GPS CLOCK
1	112	T7038	GCP 8000 SITE CONTROLLER
2	112	CA01536AA	GPB 8000 REFERENCE DISTRIBUTION MOD
2	112	CA01537AC	ADD: RDM SW FOR RX ONLY
1	112	X153AW	ADD: RACK MOUNT HARDWARE
1	112	T7540	GPW 8000 RECEIVER
1	112	X302AR	ADD: QTY 2 GPW 8000 RECEIVER
2	112	X530BH	ADD: VHF (136-174 MHZ)
2	112	CA01193AB	ADD: IP BASED MULTISITE (SIMULCAST)
1	112	CA01953AB	ADD: POWER EFFICIENCY PACKAGE
1	112	CA01842AB	ADD : P25 TDMA RCVR SOFTWARE
1	112	X153AW	ADD: RACK MOUNT HARDWARE

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Equipment List G4.2.1-5

QTY.	APC CODE	MODEL NUMBER	ITEM DESCRIPTION
1	112	T7540	GPW 8000 RECEIVER
1	112	X302AR	ADD: QTY 2 GPW 8000 RECEIVER
2	112	X530BH	ADD: VHF (136-174 MHZ)
2	112	CA01193AB	ADD: IP BASED MULTISITE (SIMULCAST/
1	112	CA01953AB	ADD: POWER EFFICIENCY PACKAGE
2	112	CA01842AB	ADD : P25 TDMA RCVR SOFTWARE
1	112	X153AW	ADD: RACK MOUNT HARDWARE
1	509	TRN7343	SEVEN AND A HALF FOOT RACK
2	207	DSTSJ100BT	SPD, RJ-48 8 PIN, 10/100 BASE T TSJ
2	147	SQM01SUM0205	GGM 8000 GATEWAY
2	147	CA01616AA	ADD: AC POWER
1	906	DSTRAK88353M	GPS CLOCK, 10MHZ, RUBIDIUM, 48V INC
1	906	DSTRAKP001134	AC POWER SUPPLY FOR 8835 GPS CLOCK
1	906	DSTRAK4008245101	MOUNTING SHELF FOR 8835 GPS CLOCK
1	112	T7038	GCP 8000 SITE CONTROLLER
2	112	CA01536AA	GPB 8000 REFERENCE DISTRIBUTION MOD
2	112	CA01537AC	ADD: RDM SW FOR RX ONLY
1	112	X153AW	ADD: RACK MOUNT HARDWARE
1	112	T7540	GPW 8000 RECEIVER
1	112	X302AR	ADD: QTY 2 GPW 8000 RECEIVER
2	112	X530BH	ADD: VHF (136-174 MHZ)
2	112	CA01193AB	ADD: IP BASED MULTISITE (SIMULCAST/
1	112	CA01953AB	ADD: POWER EFFICIENCY PACKAGE
1	112	CA01842AB	ADD : P25 TDMA RCVR SOFTWARE
1	112	X153AW	ADD: RACK MOUNT HARDWARE
1	112	T7540	GPW 8000 RECEIVER
1	112	X302AR	ADD: QTY 2 GPW 8000 RECEIVER
2	112	X530BH	ADD: VHF (136-174 MHZ)
2	112	CA01193AB	ADD: IP BASED MULTISITE (SIMULCAST/
1	112	CA01953AB	ADD: POWER EFFICIENCY PACKAGE
2	112	CA01842AB	ADD : P25 TDMA RCVR SOFTWARE
1	112	X153AW	ADD: RACK MOUNT HARDWARE
1	509	TRN7343	SEVEN AND A HALF FOOT RACK
2	207	DSTSJ100BT	SPD, RJ-48 8 PIN, 10/100 BASE T TSJ
2	147	SQM01SUM0205	GGM 8000 GATEWAY
2	147	CA01616AA	ADD: AC POWER
1	906	DSTRAK88353M	GPS CLOCK, 10MHZ, RUBIDIUM, 48V INC
1	906	DSTRAKP001134	AC POWER SUPPLY FOR 8835 GPS CLOCK
1	906	DSTRAK4008245101	MOUNTING SHELF FOR 8835 GPS CLOCK
1	112	T7038	GCP 8000 SITE CONTROLLER
2	112	CA01536AA	GPB 8000 REFERENCE DISTRIBUTION MOD

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Equipment List G4.2.1-6

QTY.	APC	MODEL	ITEM
	CODE	NUMBER	DESCRIPTION
2	112	CA01537AC	ADD: RDM SW FOR RX ONLY
1	112	X153AW	ADD: RACK MOUNT HARDWARE
1	112	T7540	GPW 8000 RECEIVER
1	112	X302AR	ADD: QTY 2 GPW 8000 RECEIVER
2	112	X530BH	ADD: VHF (136-174 MHZ)
2	112	CA01193AB	ADD: IP BASED MULTISITE (SIMULCAST/
1	112	CA01953AB	ADD: POWER EFFICIENCY PACKAGE
1	112	CA01842AB	ADD : P25 TDMA RCVR SOFTWARE
1	112	X153AW	ADD: RACK MOUNT HARDWARE
1	112	T7540	GPW 8000 RECEIVER
1	112	X302AR	ADD: QTY 2 GPW 8000 RECEIVER
2	112	X530BH	ADD: VHF (136-174 MHZ)
2	112	CA01193AB	ADD: IP BASED MULTISITE (SIMULCAST/
1	112	CA01953AB	ADD: POWER EFFICIENCY PACKAGE
2	112	CA01842AB	ADD . P25 TDMA RCVR SOFTWARE
1	112	X153AW	ADD: RACK MOUNT HARDWARE
1	509	TRN7343	SEVEN AND A HALF FOOT RACK
2	207	DSTSJ100BT	SPD, RJ-48 8 PIN, 10/100 BASE T TSJ
1	469	F4544	SITE MANAGER ADVANCED
1	469	V266	ADD: 90VAC TO 260VAC PS TO SM
1	469	VA00872	ADD: SDM ASTRO RTU FW CURR ASTRO RE
2	469	V592	AAD TERM BLCK & CONN WI
1	382	F4528	GMC_PER_DEVICE_SW_LICENSES
1	382	V809	GMC_SW_LIC_PER_NFM-RTU_I-O
7	382	F2463	RTU_PER_DEVICE_SW_LICENSES
7	382	V839	RTU_SW_LIC_PER_NFM-RTU_I-O
1	469	F4544	SITE MANAGER ADVANCED
1	469	V266	ADD: 90VAC TO 260VAC PS TO SM
1	469	VA00872	ADD: SDM ASTRO RTU FW CURR ASTRO RE
3	469	V592	AAD TERM BLCK & CONN WI
1	382	F4528	GMC_PER_DEVICE_SW_LICENSES
1	382	V809	GMC_SW_LIC_PER_NFM-RTU_I-O
1	382	V838	GMC_SW_LIC_PER_TRAK_GPS
2	382	V283	GMC_SW_LIC_PER_MNI_M-W_RADIO
1	382	F2463	RTU_PER_DEVICE_SW_LICENSES
1	382	V839	RTU_SW_LIC_PER_NFM-RTU_I-O
1	382	V838	RTU_SW_LIC_PER_TRAK_GPS
2	382	V840	RTU_SW_LIC_PER_MNI_M-W_RADIO
2	351	DSF4DRC	1/2" 7-16 DIN MALE RIGHT ANGLE CONN
1	469	F4544	SITE MANAGER ADVANCED
1	469	V266	ADD: 90VAC TO 260VAC PS TO SM

QTY.	APC	MODEL	ITEM
	CODE	NUMBER	DESCRIPTION
1	469	VA00872	ADD: SDM ASTRO RTU FW CURR ASTRO RE
3	469	V592	AAD TERM BLCK & CONN WI
1	382	F4528	GMC_PER_DEVICE_SW_LICENSES
1	382	V809	GMC_SW_LIC_PER_NFM-RTU_I-O
1	382	V838	GMC_SW_LIC_PER_TRAK_GPS
2	382	V283	GMC_SW_LIC_PER_MNI_M-W_RADIO
1	382	F2463	RTU_PER_DEVICE_SW_LICENSES
1	382	V839	RTU_SW_LIC_PER_NFM-RTU_I-O
1	382	V838	RTU_SW_LIC_PER_TRAK_GPS
2	382	V840	RTU_SW_LIC_PER_MNI_M-W_RADIO
2	351	DSF4DRC	1/2" 7-16 DIN MALE RIGHT ANGLE CONN
1	469	F4544	SITE MANAGER ADVANCED
1	469	V266	ADD: 90VAC TO 260VAC PS TO SM
1	469	VA00872	ADD: SDM ASTRO RTU FW CURR ASTRO RE
3	469	V592	AAD TERM BLCK & CONN WI
1	382	F4528	GMC_PER_DEVICE_SW_LICENSES
1	382	V809	GMC_SW_LIC_PER_NFM-RTU_I-O
1	382	V838	GMC_SW_LIC_PER_TRAK_GPS
2	382	V283	GMC_SW_LIC_PER_MNI_M-W_RADIO
1	382	F2463	RTU_PER_DEVICE_SW_LICENSES
1	382	V839	RTU_SW_LIC_PER_NFM-RTU_I-O
1	382	V838	RTU_SW_LIC_PER_TRAK_GPS
2	382	V840	RTU_SW_LIC_PER_MNI_M-W_RADIO
2	351	DSF4DRC	1/2" 7-16 DIN MALE RIGHT ANGLE CONN
1	469	F4544	SITE MANAGER ADVANCED
1	469	V266	ADD: 90VAC TO 260VAC PS TO SM
1	469	VA00872	ADD: SDM ASTRO RTU FW CURR ASTRO RE
3	469	V592	AAD TERM BLCK & CONN WI
1	382	F4528	GMC_PER_DEVICE_SW_LICENSES
1	382	V809	GMC_SW_LIC_PER_NFM-RTU_I-O
1	382	V838	GMC_SW_LIC_PER_TRAK_GPS
2	382	V283	GMC_SW_LIC_PER_MNI_M-W_RADIO
1	382	F2463	RTU_PER_DEVICE_SW_LICENSES
1	382	V839	RTU_SW_LIC_PER_NFM-RTU_I-O
1	382	V838	RTU_SW_LIC_PER_TRAK_GPS
2	382	V840	RTU_SW_LIC_PER_MNI_M-W_RADIO
2	351	DSF4DRC	1/2" 7-16 DIN MALE RIGHT ANGLE CONN
1	469	F4544	SITE MANAGER ADVANCED
1	469	V266	ADD: 90VAC TO 260VAC PS TO SM
1	469	VA00872	ADD: SDM ASTRO RTU FW CURR ASTRO RE
3	469	V592	AAD TERM BLCK & CONN WI

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Equipment List G4.2.1-8

QTY.	APC	MODEL	ITEM
	CODE	NUMBER	DESCRIPTION
1	382	F4528	GMC_PER_DEVICE_SW_LICENSES
1	382	V809	GMC_SW_LIC_PER_NFM-RTU_I-O
1	382	V838	GMC_SW_LIC_PER_TRAK_GPS
2	382	V283	GMC_SW_LIC_PER_MNI_M-W_RADIO
1	382	F2463	RTU_PER_DEVICE_SW_LICENSES
1	382	V839	RTU_SW_LIC_PER_NFM-RTU_I-O
1	382	V838	RTU_SW_LIC_PER_TRAK_GPS
2	382	V840	RTU_SW_LIC_PER_MNI_M-W_RADIO
1	469	F4544	SITE MANAGER ADVANCED
1	469	V266	ADD: 90VAC TO 260VAC PS TO SM
1	469	VA00872	ADD: SDM ASTRO RTU FW CURR ASTRO RE
3	469	V592	AAD TERM BLCK & CONN WI
1	382	F4528	GMC_PER_DEVICE_SW_LICENSES
1	382	V809	GMC_SW_LIC_PER_NFM-RTU_I-O
1	382	V838	GMC_SW_LIC_PER_TRAK_GPS
2	382	V283	GMC_SW_LIC_PER_MNI_M-W_RADIO
1	382	F2463	RTU_PER_DEVICE_SW_LICENSES
1	382	V839	RTU_SW_LIC_PER_NFM-RTU_I-O
1	382	V838	RTU_SW_LIC_PER_TRAK_GPS
2	382	V840	RTU_SW_LIC_PER_MNI_M-W_RADIO
1	469	F4544	SITE MANAGER ADVANCED
1	469	V266	ADD: 90VAC TO 260VAC PS TO SM
1	469	VA00872	ADD: SDM ASTRO RTU FW CURR ASTRO RE
3	469	V592	AAD TERM BLCK & CONN WI
1	382	F4528	GMC_PER_DEVICE_SW_LICENSES
1	382	V809	GMC_SW_LIC_PER_NFM-RTU_I-O
1	382	V838	GMC_SW_LIC_PER_TRAK_GPS
2	382	V283	GMC_SW_LIC_PER_MNI_M-W_RADIO
1	382	F2463	RTU_PER_DEVICE_SW_LICENSES
1	382	V839	RTU_SW_LIC_PER_NFM-RTU_I-O
1	382	V838	RTU_SW_LIC_PER_TRAK_GPS
2	382	V840	RTU_SW_LIC_PER_MNI_M-W_RADIO
4	443	B1933	MOTOROLA VOICE PROCESSOR MODULE
1	443	B1905	MCC 7500 ASTRO 25 SOFTWARE
4	443	CA01642AA	ADD: MCC 7500 BASIC CONSOLE FUNCTIO
4	443	CA01644AA	ADD: MCC 7500 /MCC 7100 ADV CONVL O
4	443	CA01643AA	ADD: MCC 7500 / MCC 7100 TRUNKING
4	443	CA00147AF	ADD: MCC 7500 SECURE OPERATION
4	443	CA00143AC	ADD: DES-OFB ALGORITHM
4	443	CA00182AB	ADD: AES ALGORITHM
4	443	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN

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Equipment List G4.2.1-9

QTY.	APC CODE	MODEL NUMBER	ITEM DESCRIPTION
4	708	DSE686772	ELO 1928L 19IN LCD TOUCH MONITOR, D
4	708	TT2538	Z420 LOW TIER WORKSTATION WINDOWS 7
4	877	T7448	WINDOWS SUPPLEMENTAL FULL CONFIG
4	207	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A P
16	443	B1912	MCC SERIES DESKTOP SPEAKER
4	443	B1914	MCC SERIES DESKTOP GOOSENECK MICROP
8	443	B1913	MCC SERIES HEADSET JACK
8	706	RLN6098	HDST MODULE BASE W/PTT, 15' CBL
8	706	RMN5078B	SUPRAPLUS NC SINGLE MUFF HEADSET
4	708	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH
4	708	T7885	MCAFFEE WINDOWS AV CLIENT
4	229	DDN1611	DUAL IRR SW USB HASP WITH LICENSE (
4	229	DDN1895	SOUND BLASTER AUDIGY RX SOUND CARD
4	708	CDN6673	CREATIVE LABS INSPIRE A60
1	708	MOTOIP	NICE IP LOGGING RECORDER
1	469	F4543	SITE MANAGER BASIC
1	469	VA00874	ADD: AUX I-O SERV FW CURR ASTRO REL
1	469	V266	ADD: 90VAC TO 260VAC PS TO SM
3	469	V592	AAD TERM BLCK & CONN WI
1	443	BVN1013	MKM 7000 Console Alias Manager Soft
1	708	TT2538	Z420 LOW TIER WORKSTATION WINDOWS 7
1	708	T7885	MCAFFEE WINDOWS AV CLIENT
2	509	TRN7343	SEVEN AND A HALF FOOT RACK
2	207	DSTSJ100BT	SPD, RJ-48 8 PIN, 10/100 BASE T TSJ
1	207	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TS
1	443	B1912	MCC SERIES DESKTOP SPEAKER
1	443	B1914	MCC SERIES DESKTOP GOOSENECK MICROP
1	443	B1913	MCC SERIES HEADSET JACK
4	761	L30KSS9PW1 N	APX7500 SINGLE BAND VHF MID PO
4	761	G806	ADD: ASTRO? DIGITAL CAI OPERATION
4	761	G51	ENH: SMARTZONE OPERATION APX
4	761	G361	ADD: P25 TRUNKING SOFTWARE
4	761	GA00580	ADD: TDMA OPERATION
4	761	G851	ADD: AES/DES-XL/DES-OFB ENCRYPTION
4	761	W969	ADD: MULTIPLE KEY ENCRYPTION OPERAT
4	761	W12	ADD: RF PREAMP
4	761	L998	ADD: LIMITED FRONT PANEL W/CLOCK/VU
4	761	G90	ADD: NO MICROPHONE NEEDED
4	761	CA01598	ADD: AC LINE CORD US
4	185	GA00232	ENH: 3 YR SFS LITE
50	755	H98UCF9PW6 N	APX6000 700/800 MODEL 2.5 PORTABLE

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Equipment List G4.2.1-10

QTY.	APC	MODEL	ITEM
	CODE	NUMBER	DESCRIPTION
50	755	QA02756	ADD: 9600 TRUNKING OR 3600 DIGITAL
50	755	QA00580	ADD: TDMA OPERATION
50	755	H301	DEL: DELETE BELT CLIP/BASIC CARRY H
50	755	QA01833	ADD: EXTREME 1-SIDED NOISE REDUCTIO
50	755	QA01427	ALT: IMPACT GREEN HOUSING
50	185	H885BK	ENH: 2 YR SFS LITE
50	372	HMN4101B	IMPRES RSM NO DSPLY W JACK, NO CHNL
50	271	PMLN5657B	APX6000 CC 2.75 SWLBL 2900&2150MAH
50	785	WPLN7080	APX 7000 IMPRES CG SU APX7000 US/NA
50	755	H98UCF9PW6 N	APX6000 700/800 MODEL 2.5 PORTABLE
50	755	QA02756	ADD: 9600 TRUNKING OR 3600 DIGITAL
50	755	QA00580	ADD: TDMA OPERATION
50	755	H301	DEL: DELETE BELT CLIP/BASIC CARRY H
50	755	QA01833	ADD: EXTREME 1-SIDED NOISE REDUCTIO
50	755	QA01427	ALT: IMPACT GREEN HOUSING
50	755	QA01833	ADD: EXTREME 1-SIDED NOISE REDUCTIO
50	185	H885BK	ENH: 2 YR SFS LITE
50	372	HMN4101B	IMPRES RSM NO DSPLY W JACK, NO CHNL
50	271	PMLN5657B	APX6000 CC 2.75 SWLBL 2900&2150MAH
50	785	WPLN7080	APX 7000 IMPRES CG SU APX7000 US/NA
50	755	H98UCF9PW6 N	APX6000 700/800 MODEL 2.5 PORTABLE
50	755	QA02756	ADD: 9600 TRUNKING OR 3600 DIGITAL
50	755	QA00580	ADD: TDMA OPERATION
50	755	H301	DEL: DELETE BELT CLIP/BASIC CARRY H
50	755	QA01833	ADD: EXTREME 1-SIDED NOISE REDUCTIO
50	755	QA01427	ALT: IMPACT GREEN HOUSING
50	185	H885BK	ENH: 2 YR SFS LITE
50	372	HMN4101B	IMPRES RSM NO DSPLY W JACK, NO CHNL
50	271	PMLN5657B	APX6000 CC 2.75 SWLBL 2900&2150MAH
50	785	WPLN7080	APX 7000 IMPRES CG SU APX7000 US/NA
13	755	H98UCF9PW6 N	APX6000 700/800 MODEL 2.5 PORTABLE
13	755	QA02756	ADD: 9600 TRUNKING OR 3600 DIGITAL
13	755	QA00580	ADD: TDMA OPERATION
13	755	H301	DEL: DELETE BELT CLIP/BASIC CARRY H
13	755	QA01833	ADD: EXTREME 1-SIDED NOISE REDUCTIO
13	755	QA01427	ALT: IMPACT GREEN HOUSING
13	185	H885BK	ENH: 2 YR SFS LITE
13	372	HMN4101B	IMPRES RSM NO DSPLY W JACK, NO CHNL
13	271	PMLN5657B	APX6000 CC 2.75 SWLBL 2900&2150MAH
13	785	WPLN7080	APX 7000 IMPRES CG SU APX7000 US/NA
50	755	H98UCF9PW6 N	APX6000 700/800 MODEL 2.5 PORTABLE

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Equipment List G4.2.1-11

QTY.	APC CODE	MODEL NUMBER	ITEM DESCRIPTION
50	755	QA02756	ADD: 9600 TRUNKING OR 3600 DIGITAL
50	755	QA00580	ADD: TDMA OPERATION
50	755	H301	DEL: DELETE BELT CLIP/BASIC CARRY H
50	755	QA01833	ADD: EXTREME 1-SIDED NOISE REDUCTIO
50	755	QA01427	ALT: IMPACT GREEN HOUSING
50	185	H885BK	ENH: 2 YR SFS LITE
50	372	HMN4101B	IMPRES RSM NO DSPLY W JACK, NO CHNL
50	271	PMLN5657B	APX6000 CC 2.75 SWLBL 2900&2150MAH
50	785	WPLN7080	APX 7000 IMPRES CG SU APX7000 US/NA
15	755	H98UCF9PW6 N	APX6000 700/800 MODEL 2.5 PORTABLE
15	755	QA02756	ADD: 9600 TRUNKING OR 3600 DIGITAL
15	755	QA00580	ADD: TDMA OPERATION
15	755	H301	DEL: DELETE BELT CLIP/BASIC CARRY H
15	755	QA01833	ADD: EXTREME 1-SIDED NOISE REDUCTIO
15	755	QA01427	ALT: IMPACT GREEN HOUSING
15	185	H885BK	ENH: 2 YR SFS LITE
15	372	HMN4101B	IMPRES RSM NO DSPLY W JACK, NO CHNL
15	271	PMLN5657B	APX6000 CC 2.75 SWLBL 2900&2150MAH
15	785	WPLN7080	APX 7000 IMPRES CG SU APX7000 US/NA
6	655	H97TGD9PW1 N	APX7000 DIGITAL PORTABLE RADIO
6	655	QA00570	ADD: VHF PRIMARY BAND
6	655	QA00573	ADD: 7/800MHZ SECONDARY BAND
6	655	QA00579	ADD: ENABLE DUAL BAND OPERATION
6	655	Q806	ADD: ASTRO? DIGITAL CAI OPERATION
6	655	H38	ADD: SMARTZONE OPERATION
6	655	Q361	ADD: P25 9600 BAUD TRUNKING
6	655	QA00580	ADD: TDMA OPERATION
6	655	QA01833	ADD: EXTREME 1-SIDED NOISE REDUCTIO
6	185	Q58	ADD: 2 YR REPAIR SERVICE ADVANTAGE
6	655	QA01427	ALT: IMPACT GREEN HOUSING
6	271	PMLN5324C	LEATHER CASE 2.75 SWL BL 2500MAH
6	372	HMN4101B	IMPRES RSM NO DSPLY W JACK, NO CHNL
6	785	WPLN7080	APX 7000 IMPRES CG SU APX7000 US/NA
32	755	H98UCF9PW6 N	APX6000 700/800 MODEL 2.5 PORTABLE
32	755	QA02756	ADD: 9600 TRUNKING OR 3600 DIGITAL
32	755	QA00580	ADD: TDMA OPERATION
32	755	H301	DEL: DELETE BELT CLIP/BASIC CARRY H
32	755	QA01833	ADD: EXTREME 1-SIDED NOISE REDUCTIO
32	755	Q629	ENH: AES ENCRYPTION
32	185	H885BK	ENH: 2 YR SFS LITE
32	271	PMLN5657B	APX6000 CC 2.75 SWLBL 2900&2150MAH

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Equipment List G4.2.1-12



QTY.	APC CODE	MODEL NUMBER	ITEM DESCRIPTION
32	785	WPLN7080	APX 7000 IMPRES CG SU APX7000 US/NA
6	655	H97TGD9PW1 N	APX7000 DIGITAL PORTABLE RADIO
6	655	QA00570	ADD: VHF PRIMARY BAND
6	655	QA00573	ADD: 7/800MHZ SECONDARY BAND
6	655	QA00579	ADD: ENABLE DUAL BAND OPERATION
6	655	Q806	ADD: ASTRO? DIGITAL CAI OPERATION
6	655	H38	ADD: SMARTZONE OPERATION
6	655	Q361	ADD: P25 9600 BAUD TRUNKING
6	655	Q629	ENH: AES ENCRYPTION
6	655	QA00580	ADD: TDMA OPERATION
6	655	QA01833	ADD: EXTREME 1-SIDED NOISE REDUCTIO
6	185	Q58	ADD: 2 YR REPAIR SERVICE ADVANTAGE
6	655	QA01427	ALT: IMPACT GREEN HOUSING
6	271	PMLN5324C	LEATHER CASE 2.75 SWL BL 2500MAH
6	785	WPLN7080	APX 7000 IMPRES CG SU APX7000 US/NA
10	755	H98UCF9PW6 N	APX6000 700/800 MODEL 2.5 PORTABLE
10	755	QA02756	ADD: 9600 TRUNKING OR 3600 DIGITAL
10	755	QA00580	ADD: TDMA OPERATION
10	755	H301	DEL: DELETE BELT CLIP/BASIC CARRY H
10	755	QA01833	ADD: EXTREME 1-SIDED NOISE REDUCTIO
10	755	Q629	ENH: AES ENCRYPTION
10	185	H885BK	ENH: 2 YR SFS LITE
9	755	H98UCF9PW6 N	APX6000 700/800 MODEL 2.5 PORTABLE
9	755	QA02756	ADD: 9600 TRUNKING OR 3600 DIGITAL
9	755	QA00580	ADD: TDMA OPERATION
9	755	H301	DEL: DELETE BELT CLIP/BASIC CARRY H
9	755	QA01833	ADD: EXTREME 1-SIDED NOISE REDUCTIO
9	755	Q629	ENH: AES ENCRYPTION
9	185	H885BK	ENH: 2 YR SFS LITE
9	372	PMMN4062A	APX7000 IMPRES RSM, NOISE CANC. EME
9	785	WPLN7080	APX 7000 IMPRES CG SU APX7000 US/NA
4	755	H98UCF9PW6 N	APX6000 700/800 MODEL 2.5 PORTABLE
4	755	QA02756	ADD: 9600 TRUNKING OR 3600 DIGITAL
4	755	QA00580	ADD: TDMA OPERATION
4	755	H301	DEL: DELETE BELT CLIP/BASIC CARRY H
4	755	QA01833	ADD: EXTREME 1-SIDED NOISE REDUCTIO
4	755	Q629	ENH: AES ENCRYPTION
4	185	H885BK	ENH: 2 YR SFS LITE
4	372	PMMN4062A	APX7000 IMPRES RSM, NOISE CANC. EME
4	785	WPLN7080	APX 7000 IMPRES CG SU APX7000 US/NA
50	471	M22KSS9PW1 N	APX4500 VHF

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Equipment List G4.2.1-13

QTY.	APC CODE	MODEL NUMBER	ITEM DESCRIPTION
50	471	QA02756	ADD: 3600 OR 9600 TRUNKING BAUD SIN
50	471	GA00580	ADD: TDMA OPERATION
50	471	GA00804	ADD: APX O2 CONTROL HEAD (Green)
50	471	G444	ADD: APX CONTROL HEAD SOFTWARE
50	471	G66	ADD: DASH MOUNT O2 WWM
50	471	W22	ADD: PALM MICROPHONE
50	185	G24	ENH: 2 YEAR REPAIR SERVICE ADVANTAG
50	471	G300	ADD: 1/4 WAVE ROOF TOP ANT VHF
50	471	B18	ADD: AUXILARY SPKR 7.5 WATT
24	471	M22KSS9PW1 N	APX4500 VHF
24	471	QA02756	ADD: 3600 OR 9600 TRUNKING BAUD SIN
24	471	GA00580	ADD: TDMA OPERATION
24	471	GA00804	ADD: APX O2 CONTROL HEAD (Green)
24	471	G444	ADD: APX CONTROL HEAD SOFTWARE
24	471	G66	ADD: DASH MOUNT O2 WWM
24	471	W22	ADD: PALM MICROPHONE
24	185	G24	ENH: 2 YEAR REPAIR SERVICE ADVANTAG
24	471	G300	ADD: 1/4 WAVE ROOF TOP ANT VHF
24	471	B18	ADD: AUXILARY SPKR 7.5 WATT
1	471	M22KSS9PW1 N	APX4500 VHF
1	471	QA02756	ADD: 3600 OR 9600 TRUNKING BAUD SIN
1	471	GA00580	ADD: TDMA OPERATION
1	471	GA00804	ADD: APX O2 CONTROL HEAD (Green)
1	471	G444	ADD: APX CONTROL HEAD SOFTWARE
1	471	G66	ADD: DASH MOUNT O2 WWM
1	471	W22	ADD: PALM MICROPHONE
1	185	G24	ENH: 2 YEAR REPAIR SERVICE ADVANTAG
1	471	G300	ADD: 1/4 WAVE ROOF TOP ANT VHF
1	471	B18	ADD: AUXILARY SPKR 7.5 WATT
8	471	M22KSS9PW1 N	APX4500 VHF
8	471	QA02756	ADD: 3600 OR 9600 TRUNKING BAUD SIN
8	471	GA00580	ADD: TDMA OPERATION
8	471	GA00804	ADD: APX O2 CONTROL HEAD (Green)
8	471	G444	ADD: APX CONTROL HEAD SOFTWARE
8	471	G67	ADD: REMOTE MOUNT O2 WWM
8	471	W22	ADD: PALM MICROPHONE
8	185	G24	ENH: 2 YEAR REPAIR SERVICE ADVANTAG
8	471	G300	ADD: 1/4 WAVE ROOF TOP ANT VHF
8	471	B18	ADD: AUXILARY SPKR 7.5 WATT
5	527	M25KSS9PW1 N	APX6500 VHF MID POWER
5	527	G806	ADD: ASTRO? DIGITAL CAI OPERATION

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Equipment List G4.2.1-14

QTY.	APC CODE	MODEL NUMBER	ITEM DESCRIPTION
5	527	G51	ENH: SMARTZONE OPERATION APX6500
5	527	GA00580	ADD: TDMA OPERATION
5	527	G442	ADD: O5 CONTROL HEAD
5	527	G444	ADD: APX CONTROL HEAD SOFTWARE
5	527	G67	ADD: REMOTE MOUNT MID POWER
5	527	G300	ADD:1/4 WAVE ROOF TOP ANT VHF
10	527	W22	ADD: PALM MICROPHONE
10	527	B18	ADD: AUXILARY SPKR 7.5 WATT
5	185	G24	ENH: 2 YEAR REPAIR SERVICE ADVANTAG
5	527	GA00092	ADD: DUAL-CONTRL HD HARDWARE
10	527	G628	ADD: REMOTE MOUNT CBL 17 FEET
46	471	M22KSS9PW1 N	APX4500 VHF
46	471	QA02756	ADD: 3600 OR 9600 TRUNKING BAUD SIN
46	471	GA00580	ADD: TDMA OPERATION
46	471	GA00804	ADD: APX O2 CONTROL HEAD (Green)
46	471	G444	ADD: APX CONTROL HEAD SOFTWARE
46	471	G66	ADD: DASH MOUNT O2 WWM
46	471	W22	ADD: PALM MICROPHONE
46	471	G843	ADD: AES ENCRYPTION APX
46	185	G24	ENH: 2 YEAR REPAIR SERVICE ADVANTAG
46	471	G300	ADD: 1/4 WAVE ROOF TOP ANT VHF
46	471	B18	ADD: AUXILARY SPKR 7.5 WATT
1	471	M22KSS9PW1 N	APX4500 VHF
1	471	QA02756	ADD: 3600 OR 9600 TRUNKING BAUD SIN
1	471	GA00580	ADD: TDMA OPERATION
1	471	GA00804	ADD: APX O2 CONTROL HEAD (Green)
1	471	G444	ADD: APX CONTROL HEAD SOFTWARE
1	471	G66	ADD: DASH MOUNT O2 WWM
1	471	W22	ADD: PALM MICROPHONE
1	471	G843	ADD: AES ENCRYPTION APX
1	185	G24	ENH: 2 YEAR REPAIR SERVICE ADVANTAG
1	471	G300	ADD: 1/4 WAVE ROOF TOP ANT VHF
1	471	B18	ADD: AUXILARY SPKR 7.5 WATT
8	471	M22KSS9PW1 N	APX4500 VHF
8	471	QA02756	ADD: 3600 OR 9600 TRUNKING BAUD SIN
8	471	GA00580	ADD: TDMA OPERATION
8	471	GA00804	ADD: APX O2 CONTROL HEAD (Green)
8	471	G444	ADD: APX CONTROL HEAD SOFTWARE
8	471	G66	ADD: DASH MOUNT O2 WWM
8	471	W22	ADD: PALM MICROPHONE
8	471	G843	ADD: AES ENCRYPTION APX

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Equipment List G4.2.1-15

QTY.	APC CODE	MÓDEL NUMBER	ITEM DESCRIPTION
8	185	G24	ENH: 2 YEAR REPAIR SERVICE ADVANTAG
8	471	G300	ADD: 1/4 WAVE ROOF TOP ANT VHF
8	471	B18	ADD: AUXILARY SPKR 7.5 WATT
14	471	M22KSS9PW1 N	APX4500 VHF
14	471	QA02756	ADD: 3600 OR 9600 TRUNKING BAUD SIN
14	471	GA00580	ADD: TDMA OPERATION
14	471	QA02018	ADD: ADVANCED WACN KEY SUPP DATA
14	471	GA00804	ADD: APX O2 CONTROL HEAD (Green)
14	471	G444	ADD: APX CONTROL HEAD SOFTWARE
14	471	G66	ADD: DASH MOUNT O2 WWM
14	471	W382	ADD: CONTROL STATION DESK GCAI MIC
14	185	G24	ENH: 2 YEAR REPAIR SERVICE ADVANTAG
14	471	G142	ADD: NO SPEAKER NEEDED
14	471	G91	ADD: CONTROL STATION POWER SUPPLY
14	471	W665	ADD: BASE STATION APEXWWM
14	351	DSBA10121	ANTENNA BASE STA OMDIR 144-162MHZ F
1120	351	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POL
28	351	DDN1089	L4TNF-PSA TYPE N FEMALE PS FOR 1/2
14	207	DSIS50NXC2MA	RF SPD, 125-1000MHZ DC BLOCK FLANGE
14	351	DSGKSUNV	GK-SUNV SMALL UNIVERSAL GROUNDING K
140	351	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY
14	351	DDN9769	F1TNM-HC 1/4" TYPE N MALE CONNECTO
14	351	DSBA10121	ANTENNA BASE STA OMDIR 144-162MHZ F
1120	351	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POL
28	351	DDN1089	L4TNF-PSA TYPE N FEMALE PS FOR 1/2
14	207	DSIS50NXC2MA	RF SPD, 125-1000MHZ DC BLOCK FLANGE
14	351	DSGKSUNV	GK-SUNV SMALL UNIVERSAL GROUNDING K
140	351	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY
28	351	DDN9769	F1TNM-HC 1/4" TYPE N MALE CONNECTO
4	471	M22KSS9PW1 N	APX4500 VHF
4	471	QA02756	ADD: 3600 OR 9600 TRUNKING BAUD SIN
4	471	GA00580	ADD: TDMA OPERATION
4	471	GA00804	ADD: APX O2 CONTROL HEAD (Green)
4	471	G444	ADD: APX CONTROL HEAD SOFTWARE
4	471	G66	ADD: DASH MOUNT O2 WWM
4	471	W382	ADD: CONTROL STATION DESK GCAI MIC
4	185	G24	ENH: 2 YEAR REPAIR SERVICE ADVANTAG
4	471	G142	ADD: NO SPEAKER NEEDED
4	471	GA01056	ADD: SCHOOL SERCURITY ENHANCEMENT P
4	471	G91	ADD: CONTROL STATION POWER SUPPLY
4	471	W665	ADD: BASE STATION APEXWWM

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Equipment List G4.2.1-16

QTY.	APC	MODEL	ITEM
	CODE	NUMBER	DESCRIPTION
4	471	G91	ADD: CONTROL STATION POWER SUPPLY
4	471	W665	ADD: BASE STATION APEXWWM
4	351	DSBA10121	ANTENNA BASE STA OMDIR 144-162MHZ F
300	351	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POL
8	351	DDN1089	L4TNF-PSA TYPE N FEMALE PS FOR 1/2
4	207	DSIS50NXC2MA	RF SPD, 125-1000MHZ DC BLOCK FLANGE
4	351	DSGKSUNV	GK-SUNV SMALL UNIVERSAL GROUNDING K
40	351	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY
8	351	DDN9769	F1TNM-HC 1/4" TYPE N MALE CONNECTO
4	351	DSBA10121	ANTENNA BASE STA OMDIR 144-162MHZ F
300	351	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POL
8	351	DDN1089	L4TNF-PSA TYPE N FEMALE PS FOR 1/2
4	207	DSIS50NXC2MA	RF SPD, 125-1000MHZ DC BLOCK FLANGE
4	351	DSGKSUNV	GK-SUNV SMALL UNIVERSAL GROUNDING K
40	351	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY
8	351	DDN9769	F1TNM-HC 1/4" TYPE N MALE CONNECTO
13	785	NNTN7065B	IMPRES MULTI UNIT CHARGER US/NA/CA/
80	136	A03JAC9JA1 N	143-174MHz MINITOR VI PAGERS

## SECTION 3

# ASTRO 25 ADVANCED PLUS SERVICES STATEMENT OF WORK (EXHIBIT B)

## 3.1 OVERVIEW

Motorola Solutions' ASTRO® 25 Advanced Plus Services ("Advanced Plus Services") provide an integrated and comprehensive sustainment program for fixed end network infrastructure equipment located at the network core, RF sites, and dispatch sites. Advanced Plus Services do not include maintenance for mobile devices, portable devices, or network backhaul equipment.

Advanced Plus Services (Exhibit B-2) consist of the following elements:

- Network Event Monitoring.
- Remote Technical Support.
- Network Hardware Repair.
- Remote Security Update Service.
- OnSite Infrastructure Response.
- Annual Preventive Maintenance.
- Network Updates. (Exhibit B-1)

Each of these elements is summarized below and expanded upon in Section 3.4. In the event of a conflict between the descriptions below and an individual subsection of Section 3.4, the individual subsection prevails.

This Statement of Work ("SOW"), including all of its subsections and attachments is an integral part of the applicable agreement ("Agreement") between Motorola Solutions, Inc. ("Motorola Solutions") and the customer ("Customer").

In order to receive the services as defined within this SOW, the Customer is required to keep the system within a standard support period as described in Motorola Solutions' Software Support Policy ("SwSP").

- Notwithstanding any limitations and exclusions set forth in this Exhibit B (including Exhibit B-1, B2, B3 and B4), this Agreement covers and includes maintenance for at minimum: (i) all System equipment, software and components identified in Exhibit A-3 to the Agreement; (ii) all System equipment, software and components covered by the Prior Agreement including without limitation, any third-party elements and any non-standard configuration, customer-modified infrastructure, and third party infrastructure which was covered by the Prior Agreement and can be supported at the current System Release Version; and (iii) as otherwise set forth in the Agreement.

### Network Event Monitoring

Real-time, continuous ASTRO 25 radio communications network monitoring and event management. Using sophisticated tools for remote monitoring and event characterization, Motorola Solutions will assess events, determine the appropriate response, and initiate that response. Possible responses

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include remotely addressing the issue, escalation to product technical support groups, and dispatch of designated field technical resources.

### **Remote Technical Support**

Motorola Solutions will provide telephone consultation with specialists skilled at diagnosing and swiftly resolving infrastructure operational technical issues that require a high level of ASTRO 25 network experience and troubleshooting capabilities.

**Network Hardware Repair**

Motorola Solutions will repair Motorola Solutions-manufactured infrastructure equipment and select third-party manufactured infrastructure equipment supplied by Motorola Solutions. Motorola Solutions coordinates the equipment repair logistics process.

**Remote Security Update Service**

Motorola Solutions will pre-test third-party security updates to verify they are compatible with the ASTRO 25 network, and remotely push the updates to the Customer's network.

**OnSite Infrastructure Response**

When needed to resolve equipment malfunctions, Motorola Solutions will dispatch qualified local technicians to the Customer's location to diagnose and restore the communications network. Technicians will perform diagnostics on impacted hardware and replace defective components. The service technician's response time will be based on pre-defined incident priority levels.

**Annual Preventive Maintenance**

Qualified field service technicians will perform regularly scheduled operational testing and alignment of infrastructure and network components to verify those components comply with the original manufacturer's specifications.

**Network Updates**

Utilizing the ASTRO 25 System Upgrade Agreement ("SUA") service, the ASTRO 25 system is able to take advantage of new functionality and security features while extending the operational life of the system. Motorola Solutions continues to make advancements in On-Premise and cloud technologies to bring value to our customers. Cloud technologies enable the delivery of additional functionality through frequent updates ensuring the latest in ASTRO 25 is available at all times.

## 3.2 MOTOROLA SOLUTIONS SERVICE DELIVERY ECOSYSTEM

Advanced Plus Services are delivered through a tailored combination of local field service personnel, centralized teams equipped with a sophisticated service delivery platform, product repair depots, and MyView Portal. These service entities will collaborate to swiftly analyze issues, accurately diagnose root causes, and promptly resolve issues to restore the Customer's network to normal operations.

### 3.2.1 Centralized Managed Support Operations

The cornerstone of Motorola Solutions' support process is the Centralized Managed Support Operations ("CMSO") organization, which includes the Service Desk and technical support teams. The CMSO is staffed 24x7x365 by experienced personnel, including service desk specialists, security analysts, and operations managers.

The Service Desk provides a single point of contact for all service related items, including communications between the Customer, Motorola Solutions, and third-party subcontractors. The Service Desk processes service requests, service incidents, change requests, and dispatching, and communicates with stakeholders in accordance with pre-defined response times.

All incoming transactions through the Service Desk are recorded, tracked, and updated through the Motorola Solutions Customer Relationship Management ("CRM") system. The Service Desk also documents Customer inquiries, requests, concerns, and related tickets.



The CMSO coordinates with the field service organization that will serve the Customer locally.

### 3.2.2 Field Service

Motorola Solutions authorized and qualified field service technicians perform on-site infrastructure response, field repair, and preventive maintenance tasks. These technicians are integrated with the Service Desk and with technical support teams and product engineering as required to resolve repair and maintenance requests. Motorola will follow the requirements for background checks and security clearances as requested by Fluvanna County.

### 3.2.3 Customer Support Manager

A Motorola Solutions Customer Support Manager (“CSM”) will be the Customer’s key point of contact for defining and administering services. The CSM’s initial responsibility is to create the Customer Support Plan (“CSP”) in collaboration with the Customer.

The CSP functions as an operating document that personalizes the services described in this document. The CSP contains Customer-specific information, such as site names, site access directions, key contact persons, incident handling instructions, and escalation paths for special issues. The CSP also defines the division of responsibilities between the Customer and Motorola Solutions so response protocols are pre-defined and well understood when the need arises.

The CSP governs how the services will be performed and will be automatically integrated into this Statement of Work by this reference. The CSM and Customer will review and amend the CSP on a mutually agreed cadence so the CSP remains current and effective in governing the Advanced Plus Services.

### 3.2.4 Repair Depot

The Motorola Solutions Repair Depot provides the Customer with a central repair location, eliminating the need to send network equipment to multiple vendor locations for repair. All products sent to the Depot are tracked throughout the repair process, from inbound shipment to return, through a case management system that enables Customer representatives to see repair status.

### 3.2.5 MyView Portal

Supplementing the CSM and the Service Desk as the Customer points of contact, MyView Portal is a web-based platform that provides network maintenance and operations information. The portal is accessed from a desktop, laptop, tablet, or smartphone web browser. The information available includes:

- Network Event Monitoring: Manage incidents and view self-service reports. Observe incident details by incident priority level, and track the progress of issue resolution.
- Remote Technical Support: Manage incidents and view self-service reports. Observe incident details by incident priority level, and track the progress of issue resolution.
- Network Hardware Repair: Track return material authorizations (“RMA”) shipped to Motorola Solutions’ repair depot and eliminate the need to call for status updates. In certain countries, customers will also have the ability to create new RMA requests online.
- Remote Security Update Service: View patch history and status of recently completed security updates.
- On-site Infrastructure Response: Manage incidents and view self-service reports. Observe incident details by incident priority level, and track the progress of issue resolution.

- Annual Preventive Maintenance: View incident status and details of each annual change request for preventive maintenance, including completed checklist information for the incident.
- Network Updates: View system status overview and software update information.
- Orders and Contract Information: View available information regarding orders, service contracts, and service coverage details.

The data presented in MyView Portal is provided to support the services described in the following sections, which define the terms of any service delivery commitments associated with this data.

### 3.3 CONNECTIVITY SPECIFICATIONS

The Advanced Plus Services package requires available internet connectivity provided by the Customer. A minimum connection of 2 Mbps is necessary to enable remote monitoring and update services.

### 3.4 ADVANCED PLUS SERVICES DETAILED DESCRIPTION

Due to the interdependence between deliverables within the detailed sections, any changes to or any cancellation of any individual section may require a scope review and price revision.

#### 3.4.1 Network Event Monitoring

Network Event Monitoring provides continuous real-time fault monitoring for radio communications networks. Motorola Solutions uses a defined set of tools to remotely monitor the Customer’s ASTRO 25 radio network and characterize network events. When an actionable event takes place, it becomes an incident. Centralized Managed Support Operations (“CMSO”) technologists acknowledge and assess these incidents, and initiate a defined response.

##### 3.4.1.1 Description of Service

With Network Event Monitoring, Motorola Solutions uses a Managed Services Suite of Tools (“MSST”) to detect events 24/7 as they occur, analyze them, and escalate them to the Network Operation Center (“NOC”). Incidents will be generated automatically based on the criteria shown in Table 3-1.

**Table 3-1: Alarm Threshold Rule Options for all Event Types**

Standard Threshold	Optional Threshold
An incident will be triggered if an event fulfills one of the two following criteria: <ul style="list-style-type: none"> <li>▪ Event occurs 5 times in 30 minutes.</li> <li>▪ Event causes 10 minutes of continuous downtime for a monitored component.</li> </ul>	An incident will be triggered if an event fulfills one of the two following criteria: <ul style="list-style-type: none"> <li>▪ Event occurs 7 times in 30 minutes.</li> <li>▪ Event causes 15 minutes of continuous downtime for a monitored component.</li> </ul>

The CMSO NOC agent assigns a priority level to an incident, then initiates a response in accordance with the Customer Handling Procedure (“CHP”). Depending on the incident, Motorola Solutions’ response may include continued monitoring for further incident development, remote remediation by technical support, dispatching a field service technician, or other actions Motorola Solutions determines necessary.

To prevent duplicate incidents from being generated by the same root cause, Motorola Solutions employs an auto triage process that groups related incidents. The auto triage process therefore automatically assigns grouped incidents to a field service technician, enabling the resolution of these incidents together if the root alarm has been addressed.

Motorola Solutions uses a set of standard templates to record key information on service process, defined actions, and points of contact for the Customer's service. In the event of an incident, Motorola Solutions and the Customer can reference these templates. When information is updated, it will be organized in four categories:

- Open: – Motorola Solutions' points of contact for dispatch permissions, entitlement information, and knowledge management.
- Vendor – Escalation and contact information.
- Resolution – Incident closure information.
- Site Arrival – Site arrival and exit process information.

The Customer will be able to access information on Network Event Monitoring activities via MyView Portal, including incident management reports. Any specific remediation and action notes from Motorola Solutions' CMSO or field service technicians will be available for the Customer to review as well.

Service Configuration Portal-Lite ("SCP-Lite"), which can be accessed through MyView Portal, provides a read only view of the Customer's current service configuration, including site parameters, notification preferences, and dispatch information. If the Customer or Motorola Solutions make changes to the network, the updated information will be incorporated into SCP-Lite allowing the Customer a view of the ASTRO 25 radio network's state.

### 3.4.1.2 Scope

Network Event Monitoring is available 24 hours a day, 7 days a week. Incidents generated by the monitoring service will be handled in accordance with Section 3.4.8: Priority Level Definitions and Response Times.

Network Event Monitoring is a globally provided service unless limited by data export control or other applicable local and regional regulations. Timeframes are based on the Customer's local time zone.

### 3.4.1.3 Inclusions

Network Event Monitoring is available for the devices listed in Section 3.4.1.9: Monitored Elements.

### 3.4.1.4 Motorola Solutions Responsibilities

- Provide a dedicated network connection necessary for monitoring the Customer's communication network. Section 3.4.1.7: Connectivity Matrix describes available connectivity options.
- If determined necessary by Motorola Solutions, provide Motorola Solutions-owned equipment at the Customer's premises for monitoring network elements. The type of equipment and location of deployment is listed in Section 3.4.1.8: Motorola Solutions Owned and Supplied Equipment.
- Verify connectivity and event monitoring prior to system acceptance or start date.
- Monitor system continuously during hours designated in the Customer Support Plan ("CSP"), and in accordance with Section 3.4.8: Priority Level Definitions and Response Times.

- Remotely access the Customer's system to perform remote diagnosis as permitted by the Customer pursuant to Section 3.4.1.6: Fluvanna County Responsibilities.
- Create an incident, as necessary. Gather information to perform the following:
  - Characterize the issue.
  - Determine a plan of action.
  - Assign and track the incident to resolution.
- Provide the Customer with a link to access system configuration info, site info, system notifications, and system notes.
- Cooperate with the Customer to coordinate the transition of monitoring responsibilities between Motorola Solutions and the Customer as specified in Section 3.4.1.6: Fluvanna County Responsibilities.
- If the Customer's technician designated in the CSP is Mobile OSS ("MOSS") enabled, the incident will be Automatically Dispatched to MOSS. Otherwise, the incident will be sent to the CMSO Service Desk.
- Maintain communication as needed with the Customer in the field until incident resolution.
- Provide available information on incident resolution to the Customer.

### 3.4.1.5 Limitations and Exclusions

- The following activities are outside the scope of the Network Monitoring service:
  - Motorola Solutions will not monitor any elements outside of the Customer's ASTRO 25 network, or monitor infrastructure provided by a third party, unless specifically stated. Monitored elements must be within the ASTRO 25 radio network and capable of sending alerts to the Unified Event Manager ("UEM").
  - Additional support charges above contracted service agreement fees may apply if Motorola Solutions determines that system faults were caused by the Customer making changes to critical system parameters without written agreement from Motorola Solutions.
  - Monitoring of network transport, such as WAN ports, WAN cloud, and redundant paths, unless provided by supplemental service outside this standard scope.

### 3.4.1.6 Fluvanna County Responsibilities

- Allow Motorola Solutions continuous remote access to enable the monitoring service.
- Provide continuous utility service to any Motorola Solutions equipment installed or used at the Customer's premises to support delivery of the service. The Customer agrees to take reasonable due care to secure the Motorola Solutions equipment from theft or damage while on the Customer's premises.
- Prior to contract start date, provide Motorola Solutions with pre-defined information necessary to complete a CSP, including:
  - Incident notification preferences and procedure.
  - Repair verification preference and procedure.
  - Database and escalation procedure forms.
- Submit timely changes in any information supplied to Motorola Solutions and included in the CSP to the Customer Support Manager ("CSM").
- Notify the CMSO when the Customer performs any activity that impacts the system. Activity that impacts the system may include, but is not limited to: installing software or hardware upgrades, performing upgrades to the network, renaming elements or devices within the network, and taking down part of the system to perform maintenance.
- Send system configuration change requests to Motorola Solutions' CSM.

- Allow Motorola Solutions' field service technician, if designated in the CSP, access to equipment, including any connectivity or monitoring equipment, if remote service is not possible.
- Allow Motorola Solutions' field service technician, if designated in the CSP, access to remove Motorola Solutions-owned monitoring equipment upon cancellation of service.
- Provide Motorola Solutions with all Customer-managed passwords required to access the Customer's system upon request, when opening a request for service support, or when needed to enable response to a technical issue.
- Pay additional support charges above the contracted service agreements that may apply if it is determined that system faults were caused by the Customer making changes to critical system parameters without written agreement from Motorola Solutions.
- In the event that Motorola Solutions agrees in writing to provide supplemental monitoring for third-party elements provided by the Customer, the Customer agrees to obtain third party consents or licenses required to enable Motorola Solutions to provide the monitoring service.
- Cooperate with Motorola Solutions and perform reasonable or necessary acts to enable Motorola Solutions to provide these services.
- Contact Motorola Solutions to coordinate transition of monitoring when the responsibility for monitoring needs to be transferred to or from Motorola Solutions, as specified in pre-defined information provided in the Customer's CSP. An example of a transfer scenario is transferring monitoring from Motorola Solutions for network monitoring after normal business hours.
  - Upon contact, the Customer must provide Motorola Solutions with customer name, site ID, status on any open incidents, priority level of any open incidents, brief descriptions of any ongoing incident, and action plan for resolving those incidents.
- Acknowledge that incidents will be handled in accordance with Section 3.4.8: Priority Level Definitions and Response Times.

### 3.4.1.7 Connectivity Matrix

Request connectivity eight weeks in advance of service start date. Parties agree that Motorola already has connectivity to the Fluvanna County P25 Radio System.

**Table 3-2: Available Connectivity**

System Type	Available Connectivity	Set up and Maintenance
ASTRO@ 25	Internet VPN	Motorola Solutions
ASTRO@ 25	Ethernet	Motorola Solutions

### 3.4.1.8 Motorola Solutions Owned and Supplied Equipment

This table identifies equipment that Motorola Solutions will supply to support the network monitoring service for the duration of the service. Equipment listed in the below table will be supported under the Fluvanna County Maintenance Agreement just as it was in the prior agreement.

**Table 3-3: Motorola Solutions Owned and Supplied Equipment**

Equipment Type	Location Installed
Firewall/Router	Master Site
Service Delivery Management Server	Master Site for each Zone

### 3.4.1.9 Monitored Elements

This table identifies the elements that can be monitored by the service. The specific quantities of each element to be monitored on the Customer's system will be inventoried in the CSP.

Table 3-4: Monitored Elements

Monitored Elements		
Active Directory	Enrichment Testing	Probe
Agent	Environmental	QUANTAR
AIS	ESX	Radio Interface
AMB	Exit Router	RDM
Application Server	Firewall	RFDS
APX Cloud Application	GAS Server	RGU
ATR	Gateway	RNG
AUC	Gateway Router	Router
Backup Server	Gateway Unit	RTU
Base Radio	GIS Server	SCOM Server
Call Processor	HSS	Short Data Router
CAM	Infrastructure (CHI CAM)	Site
Camera	Install Server	Statistical Server
CBSD	LAN Switch	Storage Networking
CCGW	Licensing Service	Switch
CEB	Link	Telephony
Channel	Load Balancer	TENSR
Client Station	Logging Recorder	Terminal Server
CommandCentral AXS dispatch console	Logging Replay Station	Time Keeper
Controller	MGEG	Training App
Conventional	Microwave	Training Database
Core	MME	TRAK
Core Router	MOSCAD Server	Trap Forwarder
Data Processing	Network Address	UCS
Database Server	Network Device	UEM
Data Warehouse Server	NTP	Virtual Machine
Device Configuration Server	OP	VMS
DIU	OSP	VPM
DNS	Packet Data Gateway	WSGU
Domain Controller	Physical Host Environmental	ZDS
DSC 8000 Site Controller	Physical Host Power and Network	Zone Controller
eNodeB	Power Distribution Unit	

## 3.4.2 Remote Technical Support

Motorola Solutions' Remote Technical Support service provides telephone consultation for technical issues that require a high level of ASTRO 25 network knowledge and troubleshooting capabilities. Remote Technical Support is delivered through the Motorola Solutions Centralized Managed Support Operations ("CMSO") organization by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues.

Motorola Solutions applies leading industry standards in recording, monitoring, escalating, and reporting for technical support calls from its contracted customers to provide the support needed to maintain mission-critical systems.

### 3.4.2.1 Description of Service

The CMSO organization's primary goal is Customer Issue Resolution ("CIR"), providing incident restoration and service request fulfillment for Motorola Solutions' currently supported infrastructure. This team of highly skilled, knowledgeable, and experienced specialists is an integral part of the support and technical issue resolution process. The CMSO supports the Customer remotely using a variety of tools, including fault diagnostics tools, simulation networks, and fault database search engines.

Calls requiring incidents or service requests will be logged in Motorola Solutions' Customer Relationship Management ("CRM") system, and Motorola Solutions will track the progress of each incident from initial capture to resolution. This helps ensure that technical issues are prioritized, updated, tracked, and escalated as necessary, until resolution. Motorola Solutions will advise and inform Customer of incident resolution progress and tasks that require further investigation and assistance from the Customer's technical resources.

The CMSO Operations Center classifies and responds to each technical support request in accordance with Section 3.4.8: Priority Level Definitions and Response Times.

This service requires the Customer to provide a suitably trained technical resource that delivers maintenance and support to the Customer's system, and who is familiar with the operation of that system. Motorola Solutions provides technical consultants to support the local resource in the timely closure of infrastructure, performance, and operational issues.

### 3.4.2.2 Scope

The CMSO Service Desk is available via telephone 24 hours per day, 7 days per week, and 365 days per year to receive and log requests for technical support. Remote Technical Support service is provided in accordance with Section 3.4.8: Priority Level Definitions and Response Times.

### 3.4.2.3 Inclusions

Remote Technical Support service will be delivered for Motorola Solutions-provided infrastructure, including integrated third-party products.

### 3.4.2.4 Motorola Solutions Responsibilities

- Maintain availability of the Motorola Solutions CMSO Service Desk via telephone (800-MSI-HELP) 24 hours per day, 7 days per week, and 365 days per year to receive, log, and classify Customer requests for support.

- Respond to incidents and technical service requests in accordance with Section 3.4.8: Priority Level Definitions and Response Times.
- Provide caller a plan of action outlining additional requirements, activities, or information required to achieve restoral/fulfillment.
- Maintain communication with the Customer in the field as needed until resolution of the incident.
- Coordinate technical resolutions with agreed upon third-party vendors, as needed.
- Escalate support issues to additional Motorola Solutions technical resources, as applicable.
- Determine, in its sole discretion, when an incident requires more than the Remote Technical Support services described in this SOW and notify the Customer of an alternative course of action. When an incident reasonably requires more than remote technical support services described in this SOW, Motorola will send a field technician and notify the customer of the course of action. (Requires purchase of Onsite Infrastructure Response described in section 3.4.5)

### 3.4.2.5 Limitations and Exclusions

The following activities are outside the scope of the Remote Technical Support service:

- Customer training.
- Remote Technical Support for network transport equipment or third-party products not sold by Motorola Solutions.
- Any maintenance and/or remediation required as a result of a virus or unwanted cyber intrusion not caused by the negligence or misconduct of Motorola.

### 3.4.2.6 Fluvanna County Responsibilities

- Prior to contract start date, provide Motorola Solutions with pre-defined information necessary to complete Customer Support Plan (“CSP”).
- Submit timely changes in any information supplied in the CSP to the Customer Support Manager (“CSM”).
- Contact the CMSO Service Desk to engage the Remote Technical Support service when needed, providing the necessary information for proper entitlement services. This information includes, but is not limited to, the name of contact, name of Customer, system ID number, site(s) in question, and a brief description of the problem that contains pertinent information for initial issue classification.
- Maintain suitably trained technical resources familiar with the operation of the Customer’s system to provide field maintenance and technical maintenance services for the system.
- Supply suitably skilled and trained on-site presence when requested.
- Validate issue resolution in a timely manner prior to close of the incident.
- Acknowledge that incidents will be addressed in accordance with Section 3.4.8: Priority Level Definitions and Response Times.
- Cooperate with Motorola Solutions, and perform all acts that are reasonable and necessary to enable Motorola Solutions to provide Remote Technical Support.
- In the event that Motorola Solutions agrees in writing to provide supplemental Remote Technical Support to third-party elements provided by the Customer, the Customer agrees to obtain all third-party consents or licenses required to enable Motorola Solutions to provide the service.



### 3.4.3 Network Hardware Repair

Motorola Solutions will provide hardware repair for Motorola Solutions and select third-party infrastructure equipment supplied by Motorola Solutions. A Motorola Solutions authorized repair depot manages and performs the repair of Motorola Solutions supplied equipment, and coordinates equipment repair logistics.

#### 3.4.3.1 Description of Service

Infrastructure components are repaired at Motorola Solutions-authorized Infrastructure Depot Operations (“IDO”). At Motorola Solutions’ discretion, select third-party infrastructure may be sent to the original equipment manufacturer or third-party vendor for repair.

Network Hardware Repair is also known as Infrastructure Repair.

#### 3.4.3.2 Scope

Repair authorizations are obtained by contacting the Centralized Managed Support Operations (“CMSO”) organization Service Desk, which is available 24 hours a day, 7 days a week. Repair authorizations can also be obtained by contacting the Customer Support Manager (“CSM”).

#### 3.4.3.3 Inclusions

This service is available on Motorola Solutions-provided infrastructure components, including integrated third-party products. Motorola Solutions will make a commercially reasonable effort to repair Motorola Solutions manufactured infrastructure products after product cancellation. The post-cancellation support period of the product will be noted in the product’s end-of-life (“EOL”) notification.

#### 3.4.3.4 Motorola Solutions Responsibilities

- Provide the Customer access to the CMSO Service Desk, operational 24 hours a day and 7 days per week, to request repair service.
- Provide repair return authorization numbers when requested by the Customer.
- Receive malfunctioning infrastructure components from the Customer and document its arrival, repair, and return.
- Conduct the following services for Motorola Solutions infrastructure:
  - Perform an operational check on infrastructure components to determine the nature of the problem.
  - Replace malfunctioning components.
  - Verify that Motorola Solutions infrastructure components are returned to applicable Motorola Solutions factory specifications.
  - Perform a box unit test on serviced infrastructure components.
  - Perform a system test on select infrastructure components.
- Conduct the following services for select third-party infrastructure:
  - When applicable, perform pre-diagnostic and repair services to confirm infrastructure component malfunctions and prevent sending infrastructure components with No Trouble Found (“NTF”) to third-party vendor for repair.
  - When applicable, ship malfunctioning infrastructure components to the original equipment manufacturer or third-party vendor for repair service.

- Track infrastructure components sent to the original equipment manufacturer or third-party vendor for service.
- When applicable, perform a post-test after repair by original equipment manufacturer or third-party vendor to confirm malfunctioning infrastructure components have been repaired and function properly in a Motorola Solutions system configuration.
- Reprogram repaired infrastructure components to original operating parameters based on software and firmware provided by the Customer, as required in Section 3.4.3.6. If the Customer's software version and configuration are not provided, shipping will be delayed. If the repair depot determines that infrastructure components are malfunctioning due to a software defect, the repair depot reserves the right to reload these components with a different but equivalent software version.
- Properly package repaired infrastructure components.
- Ship repaired infrastructure components to Customer-specified address during normal operating hours of Monday through Friday from 7:00 a.m. to 7:00 p.m. Central Standard Time ("CST"), excluding holidays. Infrastructure component will be sent using two-day air shipping unless the Customer requests otherwise. Motorola Solutions will pay for shipping unless the Customer requests shipments outside of the above mentioned standard business hours or carrier programs, such as next flight out ("NFO"). In such cases, the Customer will be responsible for paying shipping and handling charges.

### 3.4.3.5 Limitations and Exclusions

Motorola Solutions may return infrastructure equipment that is no longer supported by Motorola Solutions, the original equipment manufacturer, or a third-party vendor without repairing or replacing it. The following items are excluded from this service:

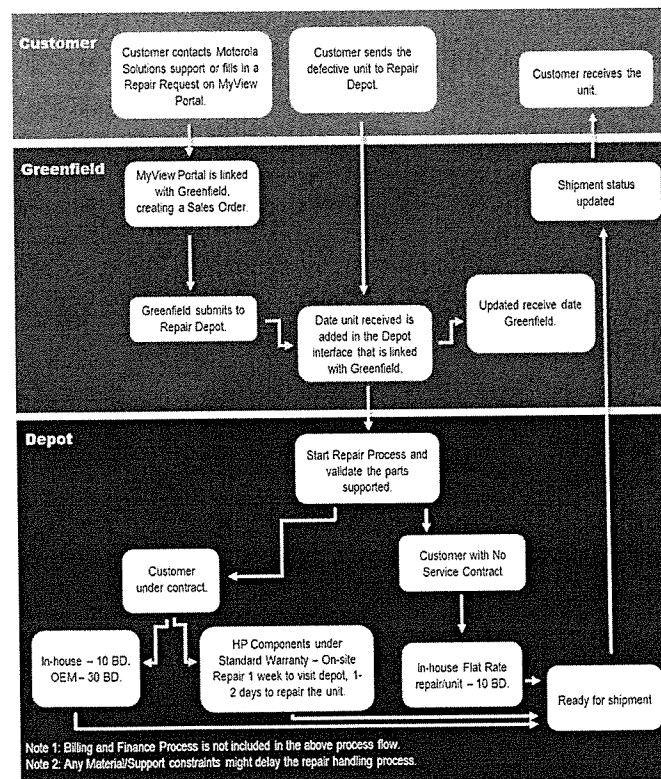
- All Motorola Solutions infrastructure components over the post-cancellation support period.
- All third-party infrastructure components over the post-cancellation support period.
- All broadband infrastructure components over the post-cancellation support period.
- Physically damaged infrastructure components.
- Third-party equipment not shipped by Motorola Solutions.
- Consumable items including, but not limited to, batteries, connectors, cables, toner or ink cartridges, tower lighting, laptop computers, monitors, keyboards, and mouse.
- Video retrieval from digital in-car video equipment.
- RF infrastructure and backhaul components, including but not limited to, antennas, transmission lines, antenna dehydrators, microwave, line boosters, amplifiers (such as tower top amplifiers and bi-directional amplifiers), logging recorders, data talker wireless transmitters, short haul modems, combiners, multicouplers, duplexers, shelters, shelter HVAC, generators, UPS's, and test equipment.
- Racks, furniture, and cabinets.
- Non-standard configurations, customer-modified infrastructure, and certain third party infrastructure.
- Firmware or software upgrades.

### 3.4.3.6 Fluvanna County Responsibilities

- Contact or instruct servicer to contact the Motorola Solutions CMSO organization, and request a return authorization number prior to shipping malfunctioning infrastructure components.
- Provide model description, model number, serial number, type of system, software and firmware version, symptom of problem, and address of site location for spare infrastructure components.

- Indicate if Motorola Solutions or third-party infrastructure components being sent in for service were subjected to physical damage or lightning damage.
- Follow Motorola Solutions instructions regarding including or removing firmware and software applications on infrastructure components being sent in for service.
- In the event that the Customer requires repair of equipment that is not contracted under this service at the time of request, the Customer acknowledges that charges may apply to cover shipping, labor, and parts. Motorola Solutions and the Customer will collaborate to agree on payment vehicle that most efficiently facilitates the work, commensurate with the level of urgency that is needed to complete the repair. If an amendment to this agreement is required by Fluvanna County, Motorola Solutions can provide a signed document to be approved and signed by the county.
- Properly package and ship the malfunctioning component, at the Customer's expense. The Customer is responsible for properly packaging the malfunctioning infrastructure component to ensure it is not damaged in-transit and arrives in repairable condition.
- Clearly print the return authorization number on the outside of the packaging.
- Maintain versions and configurations for software, applications, and firmware to be installed on repaired equipment.
- Provide Motorola Solutions with proper software and firmware information to reprogram equipment after repair, unless current software has caused this malfunction.
- Cooperate with Motorola Solutions and perform reasonable or necessary acts to enable Motorola Solutions to provide hardware repair services to the Customer.
- At the Customer's cost, obtain all third-party consents or licenses required to enable Motorola Solutions to provide the service.

### 3.4.3.7 Repair Process



**Figure 3-1: Repair Decision Process**

## 3.4.4 Remote Security Update Service

Motorola Solutions' ASTRO 25 Remote Security Update Service ("RSUS") provides pretested security updates, minimizing cyber risk and software conflicts. These security updates contain operating system security patches and antivirus definitions that have been validated for compatibility with ASTRO 25 systems. Motorola Solutions will remotely deliver tested security updates to the Customer using a network connection. Reboot responsibility is determined by which options are included as part of this service.

The ASTRO 25 Security Update Service ("SUS") and Network Event Monitoring service are prerequisites for RSUS. These prerequisites are included as part of this service package.

### 3.4.4.1 Description of Service

Motorola Solutions remotely installs pretested security updates on the Customer's network. Motorola Solutions tests security updates for compatibility with ASTRO 25 in a dedicated information assurance lab.

Motorola Solutions will install compatible ASTRO 25 security updates using a remote connection. After installing tested security updates remotely, Motorola Solutions provides the Customer with a report outlining the updates made to the Customer's system. This report will inform the Customer of security update network transfers and installation.

#### 3.4.4.1.1 Remote Update Requirements

A reliable connection from Motorola Solutions to the Customer's network is required to enable remote security update installation. Motorola Solutions' Network Event Monitoring service includes the required hardware and maintenance, and is a prerequisite to RSUS. Customer systems with slow and/or unreliable remote site links may impact the speed of RSUS updating and our ability to deliver the service.

In some instances, Motorola Technical Notices ("MTN") must be applied to enable Motorola Solutions to remotely deploy the latest security updates. MTN installation is not part of RSUS. In the event Motorola Solutions cannot deploy security updates unless one or more MTNs are installed, Motorola Solutions will communicate this to the Customer. The Customer and their Customer Support Manager ("CSM") will determine how to apply necessary MTNs. Once necessary MTNs are applied to the Customer's system, Motorola Solutions will continue to remotely deploy security updates.

Connections to other networks, herein referred to as Customer Enterprise Network ("CEN"), are delineated by firewalls. All security updates deployed by RSUS are specific to the equipment included in the ASTRO 25 radio network with only the following exceptions: Key Management Facility ("KMF") and MCC 7500e consoles.

The Customer may request, via the CSM, that Motorola Solutions remotely updates MCC 7500e consoles and KMF in the Customer's CEN as part of RSUS, or designate Customer IT resources to install the security updates. The Customer must make the appropriate configuration changes to their firewall allowing access.

### 3.4.4.1.2 Reboot Support

If Reboot Support is included with RSUS, Motorola Solutions provides technician support to reboot impacted Microsoft Windows servers and workstations after operating system security patches have been installed.

### 3.4.4.2 Scope

RSUS includes pretested security updates for the software listed in Table 3-5. This table also describes the release cadence for security updates.

**Table 3-5: Update Cadence**

Software	Update Release Cadence
Antivirus Definition Files	Weekly
Microsoft Windows	Monthly
Microsoft Windows SQL Server	Quarterly
Microsoft Windows third party (Adobe Reader)	Monthly
Red Hat Linux (RHEL)	Quarterly
VMWare ESXi Hypervisor	Quarterly
PostgreSQL (From ASTRO 25 7.14 and newer major releases)	Quarterly
McAfee Patch(es)	Quarterly
Dot Hill DAS Firmware	Quarterly
HP SPP Firmware	Quarterly
QNAP Firmware	Quarterly
NICE Logger (2 New for entire agreement, Old Logger for first year only)	As Required by Vendor

Motorola Solutions installs security updates during normal business hours. Normal business hours are defined as 8 a.m. to 5 p.m. Central Standard Time on Monday through Friday, excluding Public Holidays. The Customer may submit a formal request that Motorola Solutions personnel work outside of these hours. The Customer may need to pay additional costs for work to be completed outside of normal business hours.

Motorola Solutions will provide an Impact Timeline (“ITL”) to show installation tasks scheduled during normal business hours, including preparation work and the transfer of security updates to local storage or memory. Server and workstation reboots or zone controller rollover will be initiated at the times shared in the ITL.

Intrusive security updates require Customer coordination. Intrusive security updates may require hardware reboots and zone controller rolling (switching from one zone controller to the other) to fully implement. Systems with redundant zone controllers (L2, M2, M3) have low downtime (minutes) as the zone controllers are rolled, but systems with single zone controllers (L1, M1) will be down for longer periods. While rolling the zone controllers, the system will operate in “Site trunking” mode. The Customer will need to be aware of these operational impacts, and coordinate events with users.

### 3.4.4.3 Inclusions

Supported ASTRO 25 core types and security update delivery methods are included in Table 3-6. This table indicates if Motorola Solutions will provide any RSUS optional services to the Customer. RSUS supports the current Motorola Solutions ASTRO 25 system release and aligns with the established Software Support Policy (SwSP).

Motorola Solutions reserves the right to determine which releases are supported as business conditions dictate. Additional charges may apply in the event of supporting older releases. Contact Motorola Solutions' assigned Customer Support Manager ("CSM") for the latest supported releases.

Table 3-6: SUS Packages

Service	ASTRO 25 Core Type	Included
Remote Security Update Service	L Core M Core Simplified Core	
Remote Security Update Service with Reboot Support	L Core M Core Simplified Core	X

Responsibilities for rebooting applicable hardware are detailed in Section 3.4.4.7: Reboot Responsibilities.

#### 3.4.4.4 Motorola Solutions Responsibilities

- Remotely deploy updates listed in Section 3.4.4.2: Scope on the Customer's system. Updates will be installed on the cadence described in that section.
  - As outlined in Section 3.4.4.2: Scope, coordinate and communicate with the Customer when installing updates that will require server reboots, workstation reboots, or both.
  - Install non-intrusive updates, like antivirus definitions, as released without coordination.
- In the event no security updates are released by the OEMs during the usual time period, Motorola Solutions will send a notice that no new security updates were deployed.

#### 3.4.4.5 Limitations and Exclusions

- Systems with non-standard configurations that have not been certified by Motorola Solutions' Systems Integration and Test ("SIT") team are specifically excluded from this service, unless otherwise agreed in writing by Motorola Solutions.
- Interim or unplanned releases outside the supported release cadence.
- Service does not include pretested intrusion detection system ("IDS") signature updates for IDS solutions. However, select vendor IDS signature updates are made available via the secure website. The available vendors may change pursuant to Motorola Solutions' business decisions. The Customer is responsible for complying with all IDS licensing requirements and fees, if any.
- This service does not include releases for Motorola Solutions products that are not ASTRO 25 L, M, and Simplified Core radio network infrastructure equipment. The following are examples of excluded products: WAVE PTX™, Critical Connect, and VESTA® solutions.
- K Core ASTRO 25 systems are excluded.
- Motorola Solutions product updates are not included in these services.
- Shared network infrastructure firmware, such as transport and firewall firmware, are not included in these services.

#### 3.4.4.6 Fluvanna County Responsibilities

- This service requires connectivity from Motorola Solutions' CMSO to the Customer's ASTRO 25 system. Procure Motorola Solutions' Network Event Monitoring service, and maintain it for the duration of RSUS contract.

- Refrain from making uncertified changes to the ASTRO 25 system. Consult with Motorola Solutions before making changes to the ASTRO 25 system.
- Be aware of the operational impacts of RSUS update installation, and coordinate the update process with users.
- Coordinate any maintenance or other updates that are not part of RSUS with Motorola Solutions to minimize downtime and redundant efforts.

### 3.4.4.7 Reboot Responsibilities

Microsoft Windows servers and workstations often need to be rebooted before security updates take full effect and mitigate vulnerabilities. Reboot responsibilities are determined by the specific RSUS package being purchased. Table 3-7 contains the breakdown of responsibilities. Section 3.4.4.3: Inclusions indicates which services are included.

**Table 3-7: Reboot Responsibilities Matrix**

Remote SUS Package	Motorola Solutions Responsibilities	Customer Responsibilities
Remote Security Update Service	Provide a report to the Customer's main contact listing the servers or workstations which must be rebooted to ensure installed security updates become effective.	When a security update requires a reboot, reboot servers and workstations after security updates are installed.  When remote deployment is in progress, it may be necessary for multiple reboots to be coordinated with Motorola Solutions.
Remote Security Update Service with Reboot Support	When a security update requires a reboot, dispatch a technician to reboot servers and workstations after security updates are installed.	

### 3.4.4.8 Disclaimer

This service tests OEM security updates. Delivering security updates for specific software depends on OEM support for that software. If an OEM removes support (end-of-life) from deployed software, Motorola Solutions will work with the OEM to reduce the impact, but may remove support for the affected software from this service without notice.

OEMs determine security update schedules, supportability, or release availability without consultation from Motorola Solutions. Motorola Solutions will obtain and test security updates when they are made available, and incorporate those security updates into the next appropriate release.

Motorola Solutions disclaims any warranty with respect to pretested database security updates, hypervisor patches, operating system software patches, intrusion detection sensor signature files, or other third-party files, express or implied; except if provided to Customer by Motorola Solutions under this Agreement or the Prior Agreement, or installed by Motorola, or Customer on the recommendation of Motorola Solutions, under this Agreement or the Prior Agreement. Further, Motorola Solutions disclaims any warranty concerning non-Motorola Solutions software and does not guarantee Customers' systems will be error-free or immune to security breaches as a result of these services.



### 3.4.5 OnSite Infrastructure Response

Motorola Solutions' OnSite Infrastructure Response service provides incident management and escalation for on-site technical service requests. The service is delivered by Motorola Solutions' Centralized Managed Support Operations ("CMSO") organization in cooperation with a local service provider.

OnSite Infrastructure Response may also be referred to as On-Site Support.

#### 3.4.5.1 Description of Service

The Motorola Solutions CMSO Service Desk will receive the Customer's request for on-site service.

The CMSO Dispatch Operations team is responsible for opening incidents, dispatching on-site resources, monitoring issue resolution, and escalating as needed to ensure strict compliance to committed response times.

The dispatched field service technician will travel to the Customer's location to restore the system in accordance with Section 3.4.8: Priority Level Definitions and Response Times.

Motorola Solutions will manage incidents as described in this SOW. The CMSO Service Desk will maintain contact with the field service technician until incident closure.

#### 3.4.5.2 Scope

OnSite Infrastructure Response is available 24 hours a day, 7 days a week in accordance with Section 3.4.8: Priority Level Definitions and Response Times. Customer's Response Time Classification is designated in the Customer Support Plan.

#### 3.4.5.3 Inclusions

OnSite Infrastructure Response is provided for Motorola Solutions-provided infrastructure.

#### 3.4.5.4 Motorola Solutions Responsibilities

- Receive service requests.
- Create an incident when service requests are received. Gather information to characterize the issue, determine a plan of action, and assign and track the incident to resolution.
- Dispatch a field service technician, as required by Motorola Solutions' standard procedures, and provide necessary incident information.
- Provide the required personnel access to relevant Customer information, as needed.
- Motorola Solutions field service technician will perform the following on-site:
  - Run diagnostics on the infrastructure component.
  - Replace defective infrastructure component, as supplied by the Customer.
  - Provide materials, tools, documentation, physical planning manuals, diagnostic and test equipment, and any other material required to perform the maintenance service.
  - If a third-party vendor is needed to restore the system, the vendor can be accompanied onto the Customer's premises.
  - Verify with the Customer that restoration is complete and/or system is functional. If verification

- by the Customer cannot be completed within 20 minutes of restoration, the incident will be closed and the field service technician will be released.
- Escalate the incident to the appropriate party upon expiration of a response time.
- Close the incident upon receiving notification from the Customer or Motorola Solutions field service technician, indicating the incident is resolved.
- Notify the Customer of incident status, as defined in the CSP and Service Configuration Portal (“SCP”):
  - Open and closed.
  - Open, assigned to the Motorola Solutions field service technician, arrival of the field service technician on-site, delayed, or closed.
- Provide incident activity reports to the Customer, if requested.

### 3.4.5.5 Fluvanna County Responsibilities

- Contact Motorola Solutions, as necessary, to request service.
- Prior to start date, provide Motorola Solutions with the following pre-defined Customer information and preferences necessary to complete CSP:
  - Incident notification preferences and procedure.
  - Repair verification preference and procedure.
  - Database and escalation procedure forms.
- Submit timely changes in any information supplied in the CSP to the Customer Support Manager (“CSM”).
- Provide the following information when initiating a service request:
  - Assigned system ID number.
  - Problem description and site location.
  - Other pertinent information requested by Motorola Solutions to open an incident.
- Provide field service technician with access to equipment.
- Supply infrastructure spare or FRU, as applicable, in order for Motorola Solutions to restore the system.
- Maintain and store software needed to restore the system in an easily accessible location.
- Maintain and store proper system backups in an easily accessible location.
- If required by repair verification preference provided by the Customer, verify with the CMSO Service Desk and dispatch that restoration is complete or system is functional.
- Cooperate with Motorola Solutions and perform reasonable or necessary acts to enable Motorola Solutions to provide these services.
- In the event that Motorola Solutions agrees in writing to provide supplemental On-site Infrastructure Response to Customer-provided third-party elements, the Customer agrees to obtain and provide applicable third-party consents or licenses to enable Motorola Solutions to provide the service.

### 3.4.6 Annual Preventive Maintenance

Motorola Solutions personnel will perform a series of maintenance tasks to keep network equipment functioning correctly.

#### 3.4.6.1 Description of Service

Annual Preventative Maintenance provides annual operational tests on the Customer's infrastructure equipment to monitor its conformance to specifications.

#### 3.4.6.2 Scope

Annual Preventive Maintenance will be performed during standard business hours, unless otherwise agreed to in writing. After the service starts, if the system or Customer requirements dictate that the service must occur outside of standard business hours, an additional quotation will be provided. The Customer is responsible for any charges associated with unusual access requirements or expenses if approved in writing in advance.

#### 3.4.6.3 Inclusions

Annual Preventive Maintenance service will be delivered for Motorola Solutions-provided infrastructure, including integrated third-party products, per the level of service marked in Table 3-8.

**Table 3-8: Preventive Maintenance Level**

Service Level	Included
Level 1 Preventive Maintenance	X
Level 2 Preventive Maintenance	

#### 3.4.6.4 Motorola Solutions Responsibilities

- Notify the Customer of any planned system downtime needed to perform this service.
- Maintain communication with the Customer as needed until completion of the Annual Preventive Maintenance.
- Determine, in its sole discretion, when an incident requires more than the Annual Preventive Maintenance services described in this SOW, and notify the Customer of an alternative course of action.
- Provide the Customer with a report in MyView Portal, or as otherwise agreed in the Customer Support Plan ("CSP"), comparing system performance with expected parameters, along with any recommended actions. Time allotment for report completion is to be mutually agreed.
- Provide trained and qualified personnel with proper security clearance required to complete Annual Preventive Maintenance services.
- Field service technician will perform the following on-site:
  - Perform the tasks defined in Section 3.4.6.7: Preventive Maintenance Tasks.
  - Perform the procedures defined in Section 3.4.6.8: Site Performance Evaluation Procedures for each site type on the system.
  - Provide diagnostic and test equipment necessary to perform the Preventive Maintenance service.
  - As applicable, use the Method of Procedure ("MOP") defined for each task.

### 3.4.6.5 Limitations and Exclusions

The following activities are outside the scope of the Annual Preventive Maintenance service.

- Preventive maintenance for third-party equipment not sold by Motorola Solutions as part of the original system.
- Network transport link performance verification.
- Verification or assessment of Information Assurance.
- Any maintenance and/or remediation required as a result of a virus or unwanted cyber intrusion.
- Tower climbs, tower mapping analysis, or tower structure analysis.

### 3.4.6.6 Fluvanna County Responsibilities

- Provide preferred schedule for Annual Preventative Maintenance to Motorola Solutions.
- Authorize and acknowledge any scheduled system downtime.
- Maintain periodic backup of databases, software applications, and firmware.
- Establish and maintain a suitable environment (heat, light, and power) for the equipment location as described in equipment specifications, and provide Motorola Solutions full, free, and safe access to the equipment so that Motorola Solutions may provide services. All sites shall be accessible by standard service vehicles.
- Submit timely changes in any information supplied in the CSP to the Customer Support Manager (“CSM”).
- Provide site escorts, if required, in a timely manner.
- Provide Motorola Solutions with requirements necessary for access to secure facilities.
- In the event that Motorola Solutions agrees in writing to provide supplemental Annual Preventive Maintenance to third-party elements provided by Customer, the Customer agrees to obtain any third-party consents or licenses required to enable Motorola Solutions field service technician to access the sites to provide the service.

### 3.4.6.7 Preventive Maintenance Tasks

The Preventive Maintenance service includes the tasks listed in this section. Tasks will be performed based on the level of service noted in Section 3.4.6.3: Inclusions.

MASTER SITE CHECKLIST – LEVEL 1	
Servers	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Network Management (“NM”) Client Applications	Review Unified Event Manager (“UEM”) events and verify backhaul links are reported as operational. Review event log for persistent types. Verify all NM client applications are operating correctly.
Verify System software physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.
Complete Backup	Verify backups have been completed or scheduled, and that data has been stored in accordance with the Customer’s backup plan. Check that adequate storage space is available for backups.
Network Time Protocol (“NTP”)	Verify operation and syncing all devices.

<b>MASTER SITE CHECKLIST – LEVEL 1</b>	
Data Collection Devices (“DCD”) check (if present)	Verify data collection.
Anti-Virus	Verify anti-virus is enabled and that definition files on core security management server were updated within two weeks of current date.
<b>Routers</b>	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on router type. Capture available diagnostic logs.
Verify Redundant Routers	Test redundancy in cooperative routers. Carry out core router switchover in coordination with Customer.
<b>Switches</b>	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.
Verify Redundant Switches	Test redundancy in backhaul switches. Carry out core router switchover in coordination with Customer.
<b>Domain Controllers (non-Common Server Architecture)</b>	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Verify System software physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.
<b>Firewalls</b>	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
<b>Logging Equipment</b>	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Server CPU Health	Check memory, HDD, CPU, and disk space utilization.

<b>PRIME SITE CHECKLIST – LEVEL 1</b>	
<b>Software</b>	
Verify System software physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.
<b>Switches</b>	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.

<b>PRIME SITE CHECKLIST – LEVEL 1</b>	
<b>Routers</b>	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on router type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.
<b>Miscellaneous Equipment</b>	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Site Frequency Standard Check (Timing Reference Unit)	Check LEDs for proper operation.
<b>Site Controllers</b>	
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.
Site Controller Redundancy (Trunking)	Roll site controllers with no dropped audio.
<b>Comparators</b>	
Equipment Alarms	Verify no warning/alarm indicators.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.

<b>DISPATCH SITE CHECKLIST – LEVEL 1</b>	
<b>General</b>	
Inspect all Cables	Inspect all cables and connections to external interfaces are secure.
Mouse and Keyboard	Verify operation of mouse and keyboard.
Configuration File	Verify each operator position has access to required configuration files.
Console Operator Position Time	Verify console operator position time is consistent across all operator positions.
Screensaver	Verify screensaver set as Customer prefers.
Screen Performance	Verify screen operational and is not suffering from dead pixels or image burn-in that prevent user operation.
Touchscreen	Verify touchscreen operation, if present.
Cabling/Lights/Fans	Visual inspection of all equipment cabling, lights, and fans
Filters/Fans/Dust	Clean all equipment filters and fans and remove dust.

<b>DISPATCH SITE CHECKLIST – LEVEL 1</b>	
Monitor and Hard Drive	Confirm monitor and hard drive do not "sleep".
DVD/CD	Verify and clean DVD or CD drive.
Time Synchronization	Verify console time is synchronized with NTP server
Anti-Virus	Verify anti-virus is enabled and that definition files have been updated within two weeks of current date.
<b>Headset Unplugged Testing</b>	
Speakers	Test all speakers for audio quality, volume, static, drop-outs, and excess hiss when turned up.
Channel Audio in Speaker	Verify selected channel audio in select speaker only.
Footswitch Pedals	Verify both footswitch pedals operational.
Radio On-Air Light	Verify radio on-air light comes on with TX (if applicable).
<b>Headset Plugged In Testing</b>	
Radio TX and RX	Verify radio TX/RX from both headset jacks. Verify levels OK. Check volume controls for noise, static, or drop-outs.
Speaker Mute	Verify speaker mutes when muted.
Telephone Operation	Verify telephone operational through both headset jacks. Check volume controls for noise, static, or drop-outs.
Audio Switches	Verify audio switches to speaker when phone off-hook if interfaced to phones.
Radio Takeover in Headset	Verify radio-takeover in headset mic when phone is off-hook, with mic switching to radio and muting phone during push-to-talk.
<b>Other Tests</b>	
Phone Status Light	Verify phone status light comes on when phone is off-hook (if applicable).
Desk Microphone Operation	Confirm desk mic operation (if applicable).
Radio Instant Recall Recorder ("IRR") Operation	Verify radio IRR operational on Motorola Solutions dispatch (if applicable).
Telephone IRR Operation	Verify telephone IRR operational on Motorola Solutions dispatch, if on radio computer.
Recording	Verify operator position being recorded on long term logging recorder, if included in service agreement
<b>Computer Performance Testing</b>	
Computer Reboot	Reboot operator position computer.
Computer Operational	Confirm client computer is fully operational (if applicable).
<b>Audio Testing</b>	
Conventional Resources	Confirm all conventional resources are functional, with adequate audio levels and quality.
Secure Mode	Confirm any secure talkgroups are operational in secure mode.

<b>DISPATCH SITE CHECKLIST – LEVEL 1</b>	
Trunked Resources	Confirm all trunked resources on screen are functioning by placing a call in both directions, at the Customer's discretion, and at a single operator position
Backup Resources	Confirm backup resources are operational.
<b>Logging Equipment Tests</b>	
Recording - AIS Test	Verify audio logging of trunked calls.
Recording	With Customer assistance, test operator position logging on recorder.
System Alarms	Review alarm system on all logging equipment for errors.
Capture Diagnostics	Perform recommended diagnostic tests based on equipment, and capture available diagnostic logs.
Verify System software Physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.
<b>Playback Station (Motorola Solutions Provided)</b>	
Capture Diagnostics	Perform recommended diagnostic tests based on equipment, and capture available diagnostic logs.
Recall Audio	Verify that radio and telephone audio can be recalled.

<b>RF SITE CHECKLIST – LEVEL 1</b>	
<b>RF PM Checklist</b>	
Equipment Alarms	Verify no warning or alarm indicators.
Clean Fans and Equipment	Use an antistatic vacuum to clean cooling pathways.
Site Frequency Standard Check	Check LEDs for proper operation.
Basic Voice Call Check	Voice test each voice path, radio to radio.
Trunking Control Channel Redundancy	Roll control channel, test, and roll back.
Trunking Site Controller Redundancy, ASTRO 25 Site Repeater only	Roll site controllers with no dropped audio.
PM Optimization Workbook (See Section 3.4.6.8 Site Performance Evaluation Procedures for GTR tests)	Complete Base Station Evaluation tests - Frequency Error, Modulation Fidelity, Forward at Set Power, Reverse at Set Power, and Gen Level Desense no TX. Update station logs.

<b>MOSCAD CHECKLIST – LEVEL 1</b>	
<b>MOSCAD Server</b>	
Equipment Alarms	Verify no warning or alarm indicators.
Check Alarm/Event History	Review MOSCAD alarm and events to find if there are chronic issues.
Windows Event Logs	Review Windows event logs. Save and clear if full.



<b>MOSCAD CHECKLIST – LEVEL 1</b>	
Password Verification	Log in to site devices to verify passwords. Document changes if any found.
Verify System software Physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.
<b>MOSCAD Client</b>	
Equipment Alarms	Verify no warning or alarm indicators.
Check Alarm / Event History	Review MOSCAD alarm and events to find if there are chronic issues.
Windows Event Logs	Review Windows event logs. Save and clear if full.
Password Verification	Site devices to verify passwords. Document changes if any found.
Verify System software Physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.
<b>MOSCAD RTU's</b>	
Equipment Alarms	Verify no warning or alarm indicators.
Verify Connectivity	Verify connectivity
Password Verification	Site devices to verify passwords. Document changes if any found.
Check Alarm/Event History	Review MOSCAD alarms and events to find if there are chronic issues.
Verify System software Physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.

<b>FACILITIES CHECKLIST – LEVEL 1</b>	
<b>Visual Inspection Exterior</b>	
Antenna Site Registration Sign	Verify that the Antenna Site Registration sign is posted.
Warning Sign - Tower	Verify that a warning sign is posted on the tower.
Warning Sign - Gate	Verify that a warning sign is posted at the compound gate entrance.
10 Rule Sign	Verify that a 10 rules sign is posted on the inside of the shelter door.
Outdoor Lighting	Verify operation of outdoor lighting and photocell.
Exterior of Building	Check exterior of building for damage and disrepair.
Fences / Gates	Check fences and gates for damage and disrepair.
Landscape / Access Road	Check landscape and access road for accessibility.
<b>Visual Inspection Interior</b>	
Electrical Surge Protectors	Check electrical surge protectors for alarms.
Emergency Lighting	Verify emergency lighting operation.
Indoor Lighting	Verify indoor lighting.
Equipment Inspection	Visually inspect that all hardware, including equipment, cables, panels, batteries, and racks, is in acceptable physical condition for normal operation.

<b>FACILITIES CHECKLIST – LEVEL 1</b>	
Regulatory Compliance (License, ERP, Frequency, Deviation)	Check for site and station FCC licensing indicating regulatory compliance.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.
<b>UPS</b>	
Visual inspection (condition, cabling)	Check for damage, corrosion, physical connections, dirt and dust, and error indications.
<b>Generator</b>	
Visual Inspection	Check panel housing for cracks, rust, and weathering. Check physical connections for corrosion, dirt and dust, or other abnormal conditions.
Fuel	Verify fuel levels in backup generators, document date of last fuel delivered from fuel service provider.
Oil	Check the oil dipstick for proper level. Note condition of oil.
Verify operation (no switchover)	Verify generator running and check ease or difficulty of start. Is generator "throttling" or running smooth? Any loud unusual noise? Document any concerns or abnormal conditions.
Motorized Dampers	Check operation
<b>HVAC</b>	
Air Filter	Check air filter and recommend replacement if required.
Coils	Check coils for dirt and straightness.
Outdoor Unit	Check that outdoor unit is unobstructed.
Wiring	Check wiring for insect and rodent damage.
Cooling / Heating	Check each HVAC unit for cooling/heating.
Motorized Dampers	Check operation.

<b>TOWER CHECKLIST – LEVEL 1</b>	
<b>Structure Condition</b>	
Rust	Check structure for rust.
Cross Members	Check for damaged or missing cross members.
Safety Climb	Check safety climb for damage.
Ladder	Verify that ladder system is secured to tower.
Welds	Check for cracks or damaged welds.
Outdoor lighting/photocell	Test outdoor lighting and photocell.
Drainage Holes	Check that drainage holes are clear of debris.
Paint	Check paint condition.
<b>Tower Lighting</b>	
Lights/Markers	Verify all lights and markers are operational.
Day/Night Mode	Verify day and night mode operation.
Power Cabling	Verify that power cables are secured to tower.

<b>TOWER CHECKLIST – LEVEL 1</b>	
<b>Antennas and Lines</b>	
Antennas	Visually inspect antennas for physical damage from ground using binoculars.
Transmission Lines	Verify that all transmission lines are secure on the tower.
<b>Grounding</b>	
Structure Grounds	Inspect grounding for damage or corrosion
<b>Guy Wires</b>	
Tower Guys	Visually inspect guy wires for fraying, loss of tension, or loss of connection.
Guy Wire Hardware	Check hardware for rust.
<b>Concrete Condition</b>	
Tower Base	Check for chips or cracks.

### 3.4.6.8 Site Performance Evaluation Procedures

The Preventive Maintenance service includes the site performance evaluation procedures listed in this section.

<b>ASTRO 25 GTR ESS SITE PERFORMANCE</b>	
<b>Antennas</b>	
Transmit Antenna Data	
Receive Antenna System Data	
Tower Top Amplifier Data	
<b>FDMA Mode</b>	
Base Radio Transmitter Tests	
Base Radio Receiver Tests	
Base Radio Transmit RFDS Tests	
Receive RFDS Tests with TTA (if applicable)	
Receive RFDS Tests without TTA (if applicable)	
<b>TDMA Mode</b>	
Base Radio TDMA Transmitter Tests	
Base Radio TDMA Receiver Tests	
TDMA Transmit RFDS Tests	
TDMA Receive RFDS Tests with 432 Diversity TTA	
TDMA Receive RFDS Tests with 2 Independent TTA's (if applicable)	
TDMA Receive RFDS Tests without TTA (if applicable)	

### 3.4.7 Network Updates (Exhibit B-1)

#### 3.4.7.1 Description of Service

The ASTRO 25 Network Updates periodically provides updates to system software and cloud platforms, with associated implementation services and hardware changes, to keep the overall ASTRO 25 system in a supportable state for maintenance, repair, overall network health, and security.

#### 3.4.7.2 Scope

As system releases become available, Motorola Solutions agrees to provide the Customer with the software, hardware and implementation services required to execute up to one system infrastructure update in each eligible update window over the term of this agreement. The term of the agreement is listed in Table 3-9: SUA Term. The eligible update windows and their duration are illustrated in Table 3-10: Eligible Update Windows.

If needed to perform the software updates, Motorola Solutions will provide updated and/or replacement hardware for covered infrastructure components. System release updates, when executed, will provide an equivalent level of functionality as that originally purchased and deployed by the Customer. At Motorola Solutions' option, new system releases may introduce new features or enhancements that Motorola Solutions may offer for purchase. These new features, available separately for purchase, are not part of the Network Updates.

With the addition of the cloud services, Motorola Solutions agrees to provide continuous updates to the cloud core to enable the delivery of additional functionality. Cloud updates will be more frequent than the ASTRO 25 system release updates and will occur outside the defined eligible update windows in Table 3-10: Eligible Update Windows. Motorola Solutions may in its sole discretion automatically apply the cloud updates as they become available.

**Table 3-9: SUA Term**

<b>Duration:</b>	6 Year(s)
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**Table 3-10: Eligible Update Windows**

<b>First Eligible Update Window</b>	<b>Second Eligible Update Window</b>	<b>Third Eligible Update Window</b>
<b>Duration:</b>	<b>Duration:</b>	<b>Duration:</b>
Year 1 and 2	Year 3 and 4	Year 5 and 6

The methodology for executing each system update is described in Section 3.4.7.4 through Section 3.4.7.7.

ASTRO 25 SUA pricing is based on the system configuration outlined in Section 3.4.7.11. This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 SUA price adjustment. Any modification of this Agreement must be approved in a writing signed by the parties.

The price quoted for ASTRO 25 SUA requires the Customer to choose a certified system update path in Section 3.4.7.11. Should the Customer elect an update path other than one listed in Section 3.4.7.11. Implementation of the system update. In this case, Motorola Solutions agrees to provide a price quotation for any additional materials and services necessary.

### 3.4.7.3 Inclusions

The ASTRO 25 SUA only covers the products that are outlined in this section and does not cover all products. Refer to Section 3.4.7.8 for examples of exclusions and limitations.

The ASTRO 25 SUA covers ASTRO 25 certified software releases for the following products provided they were covered under the prior Agreement; or they were present at the time of contract execution and provided as part of the ASTRO 25 certified solution:

- Servers.
- Workstations.
- Laptops.
- Firewalls.
- Routers.
- LAN switches.
- MCC 7100 Dispatch Consoles.
- MCC 7500 Dispatch Consoles.
- MCC 7500E Dispatch Consoles.
- GTR 8000 Base Stations.
- GCP 8000 Site Controllers.
- DSC 8000 Site Controllers.
- GCM 8000 Comparators.
- Motorola Solutions logging interface equipment.
- PBX switches for telephone interconnect.
- NICE and Verint IP logging solutions (if software, hardware and lifecycle purchased through Motorola Solutions).

The following hardware components, if covered under the prior Agreement; or if originally provided by Motorola Solutions as part of the certified ASTRO 25 release, are eligible for full product replacement when necessary to support the system release update:

- Servers.
- Workstations.
- Laptops.
- Firewalls.
- Routers.
- LAN switches.
- PBX switches for telephone interconnect.
- CirrusNode (Edge Compute Device).
- Cirrus Cloud Firewall.
- Hub Site Router.
- Hub Site Switch.
- Command Central Hub.
- ActiveEye Remote Security Server.
- MPLS Backhaul Router (optional).

The following hardware components, covered under the prior Agreement; or if originally provided by Motorola Solutions, are eligible for board-level replacement when necessary to support the system release update. A “board-level replacement” is defined as any Field Replaceable Unit (“FRU”) for the products listed below:

- GTR 8000 Base Stations.

- GCP 8000 Site Controllers.
- GCM 8000 Comparators.
- MCC 7500 Dispatch Console Voice Processing Module.

The ASTRO 25 SUA applies only to system release updates within the ASTRO 25 7.x platform.

The ASTRO 25 SUA entitles the Customer to eligible past software versions for the purpose of downgrading product software to a compatible release version. Past versions from within the Standard Support Period will be available.

ASTRO 25 SUA makes available the subscriber radio software releases that are shipping from the factory during the coverage period.

### 3.4.7.4 Update Planning and Preparation

All items listed in this section are to be completed at least 6 months prior to a scheduled update.

#### 3.4.7.4.1 Motorola Solutions Responsibilities

- Obtain and review infrastructure system audit data as needed.
- Identify the backlog accumulation of security patches and antivirus updates needed to implement a system release. If applicable, provide a quote for the necessary labor, security patches and antivirus updates.
- If applicable, identify additional system hardware needed to implement a system release.
- Identify Customer provided hardware that is not covered under this agreement, or where the Customer will be responsible for implementing the system release update software.
- Identify the equipment requirements and the installation plan.
- Advise the Customer of probable impact to system users during the cloud update and the actual field update implementation.
- If applicable, advise the Customer on the network connection specifications necessary to perform the system update.
- Where necessary to maintain existing functionality and capabilities, deploy and configure any additional telecommunications equipment necessary for connectivity to the cloud based technologies.
- Assign program management support required to perform the certified system update. Prepare an overall project schedule identifying key tasks and personnel resources required from Motorola Solutions and Customer for each task and phase of the update. Conduct a review of this schedule and obtain mutual agreement of the same.
- Assign installation and engineering labor required to perform the certified system update.
- Provide access to cloud training videos, frequently asked questions, and help guide.
- Deliver release impact and change management training to the primary zone core owners, outlining the changes to their system as a result of the update path elected. This training needs to be completed at least 12 weeks prior to the scheduled update. This training will not be provided separately for user agencies who reside on a zone core owned by another entity. Unless specifically stated in this document, Motorola Solutions will provide this training only once per system.

### 3.4.7.4.2 Fluvanna County Responsibilities

- Contact Motorola Solutions to schedule and engage the appropriate Motorola Solutions resources for a system release update and provide necessary information requested by Motorola Solutions to execute the update. Review update schedule and reach mutual agreement of the same.
- Identify hardware not purchased through Motorola Solutions that will require the system release update software.
- Purchase the security patches, antivirus updates and the labor necessary to address any security updates backlog accumulation identified in Section 3.4.7.4.1: Motorola Solutions Responsibilities, if applicable. Unless otherwise agreed in writing between Motorola and Customer, the installation and implementation of accumulated backlog security patches and network updates is the responsibility of the Customer. Motorola Solutions is responsible for patching provided Fluvanna County Purchases Security Update Service and Remote Security Update Service as a part of this Maintenance Agreement.
- If applicable, provide network connectivity at the zone core site(s) for Motorola Solutions to use to download and pre-position the software that is to be installed at the zone core site(s) and pushed to remote sites from there. Motorola Solutions will provide the network connection specifications, as listed in Section 3.4.7.4.1: Motorola Solutions Responsibilities. Network connectivity must be provided at least 12 weeks prior to the scheduled update. In the event access to a network connection is unavailable, the Customer may be billed additional costs to execute the system release update. Fluvanna County must purchase Network Monitoring Service and agree to provide Motorola access to the Fluvanna County Radio System to avoid any additional costs.
- Assist in site walks of the system during the system audit when necessary.
- Provide a list of any FRUs and/or spare hardware to be included in the system release update when applicable. Upon reasonable request by Motorola Solutions, Customer will provide a complete serial and model number list of the equipment. The inventory count of Customer FRUs and/or spare hardware to be included as of the start of the SUA is included in Section 3.4.7.11.
- Acknowledge that new and optional system release features or system expansions, and their required implementation labor, are not within the scope of the SUA. The Customer may purchase these under a separate agreement.
- If not provided by Motorola Solutions, maintain an internet connection between the on premise radio solution and the cloud platform.
- Participate in release impact training at least 12 weeks prior to the scheduled update. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained, or to act as a training agency for those users not included.

### 3.4.7.5 System Readiness Checkpoint

All items listed in this section are to be completed at least 30 days prior to a scheduled update.

#### 3.4.7.5.1 Motorola Solutions Responsibilities

- Perform appropriate system backups
- Work with the Customer to validate that all system maintenance is current
- Work with the Customer to validate that all available security patches and antivirus updates have been updated on the Customer's system
  - Motorola Solutions reserves the right to charge the Customer for the security patches, antivirus updates and the labor necessary to address any security updates backlog accumulation, in the event that these are not completed by the Customer at the System Readiness Checkpoint.



### 3.4.7.5.2 Fluvanna County Responsibilities

- Validate that system maintenance is current.
- Validate that all available security patches and antivirus updates to the Customer's system have been completed or contract Motorola Solutions to complete in time for the System Readiness Checkpoint. If Fluvanna County purchases Security Update Service and Remote Security Update Service, this becomes the responsibility of Motorola Solutions.

### 3.4.7.6 System Update

#### 3.4.7.6.1 Motorola Solutions Responsibilities

- Perform system infrastructure update for the system elements outlined in this SOW.

#### 3.4.7.6.2 Fluvanna County Responsibilities

- Inform system users of software update plans and scheduled system downtime.
- Cooperate with Motorola Solutions and perform all acts that are reasonable or necessary to enable Motorola Solutions to provide software update services.

### 3.4.7.7 Update Completion

#### 3.4.7.7.1 Motorola Solutions Responsibilities

- Validate all certified system update deliverables are complete as contractually required.
- Confirm with Customer that the cloud is available for beneficial use.

#### 3.4.7.7.2 Fluvanna County Responsibilities

- Cooperate with Motorola Solutions in efforts to complete any post update punch list items as needed.

### 3.4.7.8 Limitations and Exclusions

The parties acknowledge and agree that the ASTRO 25 SUA does not cover the following products:

- MCC5500 Dispatch Consoles.
- MIP5000 Dispatch Consoles.
- E911 systems.
- Custom software, Computer-aided Dispatch ("CAD"), Records Management Software.
- Data radio devices.
- Laptops, mobile computing devices not purchased through Motorola Solutions.
- Two-way radio subscriber products.
- NICE and Verint products not purchased through Motorola Solutions
- Third party logging recorders not certified by Motorola Solutions, i.e. Eventide
- Genesis products not purchased through Motorola Solutions
- Point-to-point and backhaul products, such as MPLS equipment, microwave terminals, and associated multiplex equipment.
- Items that are consumed in the normal operation of the hardware, such as but not limited accessories, microphones, speakers, keyboards, monitors, and printers.



Fluvanna County, VA  
February 17, 2022

The Customer and Motorola Solutions agree that systems that have non-standard configurations that have not been certified by Motorola Solutions Systems Integration Testing are specifically excluded from the ASTRO 25 SUA unless otherwise agreed in writing by Motorola Solutions and included in this SOW.

Customer acknowledges that if the system has a Special Product Feature, that it may be overwritten by the software update. Restoration of that feature is not included in the coverage of this SOW.

Support for Customer provided connectivity to the cloud platform is not covered under this agreement.

ASTRO 25 SUA does not cover any hardware or software purchased directly from a third party by the Customer, unless specifically included in this SOW.

The SUA excludes repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola Solutions has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or worldwide web, or for hardware malfunction caused by the transmission medium.

New subscriber radio options and features not previously purchased by the Customer are excluded from ASTRO 25 SUA coverage. Additionally, subscriber software installation and reprogramming are excluded from the ASTRO 25 SUA coverage.

ASTRO 25 SUA does not include repair or replacement of hardware or software that is due to defects that are not corrected by the system release, nor does it include repair or replacement of hardware defects resulting from any nonstandard, improper use or conditions; or from unauthorized installation of software; or excessive wear and tear; or accidental damage, power surges, neglect, or other force majeure events.

Any updates to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included. Platform migrations are the replacement of a product with the next generation of that product. Unless otherwise stated, platform migrations such as, but not limited to, stations, comparators, site controllers, consoles, backhaul, and network changes are not included.

Updates for equipment add-ons or expansions during the term of this ASTRO 25 SUA are not included in the coverage of this SOW unless otherwise agreed to in writing by Motorola Solutions.

Any implementation services that are not directly required to support the certified system update are not included. Unless otherwise stated, implementation services necessary to provide system expansions, platform migrations, and/or new features or functionality that are implemented concurrently with the certified system update are not included.

ASTRO 25 SUA does not cover or include deliverables included with the Security Update Service. The SUA does not include software support for virus attacks, applications that are not part of the ASTRO 25 system, unauthorized modifications or other misuse of the covered software.

ASTRO 25 SUA does not cover the labor or materials associated with the backlog accumulation of security patches or antivirus updates. Additional fees may apply as outlined in Section 3.4.7.4.1: Motorola Solutions Responsibilities.

At the time of update, Motorola Solutions will provide the latest applicable software, patches and antivirus updates when and if available, as a part of the system release update. The security patches and antivirus updates delivered as part of this update are intended to bring the system current in all

respects but does not imply that the Customer is eligible for ongoing security patching. The update may include third party software such as Microsoft Windows and Server OS, Red Hat Linux, and any Motorola Solutions software service packs that may be available. Motorola Solutions will only provide patch releases that have been analyzed, pre-tested, and certified in a dedicated ASTRO 25 test lab to ensure that they are compatible and do not interfere with the ASTRO 25 network functionality.

### 3.4.7.9 Special Provisions

The migration of capabilities from ASTRO 25 On-Premise infrastructure to the cloud is not considered to be a platform migration and is therefore included in the deliverable of the SUA agreement. Technologies based on cloud architecture will be a part of the Motorola Solutions roadmap and may be subject to additional cloud terms and conditions. If Cloud Architecture is required to be added to the Fluvanna County system, the customer will be provided additional terms and conditions to approve at that time.

The SUA does not extend to customer-provided software and hardware. Motorola Solutions makes no warrants or commitments about adapting our standard system releases to accommodate customer implemented equipment. If during the course of an update, it is determined that customer provided software and/or hardware does not function properly, Motorola Solutions will notify the customer of the limitations. The customer owns any costs and liabilities associated with making the customer provided software and/or hardware work with the standard Motorola Solutions system release. This includes, but is not limited to, Motorola Solutions costs for the deployment of resources to implement the update once the limitations have been resolved by the customer.

Any Motorola Solutions software, including any system releases, is licensed to Customer solely in accordance with the applicable Motorola Solutions Software License Agreement. Any non-Motorola Solutions Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the copyright owner has granted to Motorola Solutions the right to sublicense the Non-Motorola Solutions Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Except as specified by the agreement, Motorola Solutions makes no representations or warranties of any kind regarding non-Motorola Solutions Software. Non-Motorola Solutions Software may include Open Source Software.

ASTRO 25 SUA coverage and the parties' responsibilities described in this SOW will automatically terminate if Motorola Solutions no longer supports the ASTRO 25 7.x software version in the Customer's system or discontinues the ASTRO 25 SUA program. In either case, Motorola Solutions will refund to Customer any prepaid fees for ASTRO 25 SUA applicable to the terminated period.

If the Customer cancels a scheduled update within less than 12 weeks of the scheduled on site date, Motorola Solutions reserves the right to charge the Customer a cancellation fee equivalent to the cost of the pre-planning efforts completed by the Motorola Solutions Upgrade Operations Team.

The ASTRO 25 SUA annualized price is based on the fulfillment of the system release update in each eligible update window. If the Customer terminates, except if Motorola Solutions is the defaulting party, the Customer will be required to pay for the balance of payments owed in that eligible update window if a system release update has been taken prior to the point of termination.

### 3.4.7.10 ASTRO 25 System Release Update Paths

The update paths for standard ASTRO 25 system releases are listed in Table 3-11: Certified Standard ASTRO 25 System Release Update Paths.

**Table 3-11: Certified Standard ASTRO 25 System Release Update Paths**

ASTRO 25 System Release	Certified Upgrade Paths
Pre-7.17.X	Update to Current Shipping Release
A7.17.X	A2020.1
A7.18	A2021.1
A2019.2	A2021.1
A2020.1	A2022.1

The update paths for high security ASTRO 25 system releases for federal deployments are described in Table 3-12: Certified High Security ASTRO 25 System Release Update Paths.

**Table 3-12: Certified High Security ASTRO 25 System Release Update Paths**

ASTRO 25 High Security System Release	Certified Upgrade Paths
A7.17.X	A2020.HS
A2020.HS	A2022.HS

\* The release taxonomy for the ASTRO 25 7.x platform is expressed in the form "ASTRO 25 7.x release 20YY.Z". In this taxonomy, YY represents the year of the release, and Z represents the release count for that release year.

A20XX.HS enhances the ASTRO 25 System release with support for Public key infrastructure ("PKI") Common Access Card/Personal Identity Verification (CAC/PIV) and with Cyber Security Baseline Assurance.

- The most current system release update paths can be found in the most recent Lifecycle Services bulletin.
- The information contained herein is provided for information purposes only and is intended only to outline Motorola Solutions' presently anticipated general technology direction. The information in the roadmap is not a commitment or an obligation to deliver any product, product feature or software functionality and Motorola Solutions reserves the right to make changes to the content and timing of any product, product feature, or software release.

### 3.4.7.11 System Pricing Configuration

This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 SUA price adjustment.

**Table 3-13: System Configuration**

System Configuration	
<b>Master Site Configuration</b>	
Cloud based Master Site	0
Cloud based DSR Site	0
On-Premise Master Site	1
On-Premise DSR Site	0
<b>System Level Features</b>	
Standalone servers (Critical Connect / Smart Connect / Edge Server)	0
MOSCAD NFM RTU (typically 1 per site location)	7

<b>System Configuration</b>	
MOSCAD NFM / SDM Clients	0
Network Management Clients	2
Unified Network Services (UNS) or KMF	0
Telephone Interconnect	0
<b>Security Configuration</b>	
Distinct CEN Network Segments	0
Monitored CEN Endpoints	0
AERSS Sensors	0
Firewalls	1
Intrusion Detection Sensor (IDS)	0
Centralized Event Logging (SysLog)	0
Zone Core Protection (ZCP)	0
Radio Authentication	0
<b>RF Site Configuration</b>	
Virtual Prime Sites	0
IP Simulcast Prime Sites (include co-located/redundant)	1
RF Sites (include Simulcast sub-sites, ASR sites, HPD sites)	6
GTR 8000 Base Stations	24
<b>Dispatch Site Configuration</b>	
Dispatch Site Locations	1
MCC7500 Dispatch Consoles	4
MCC7100 Dispatch Consoles	0
AIS	1
CCGWs	0
MC EDGE Aux I/O	0
AXS Console Dispatch Site Locations	0
AXS Console PDH (Command Central Hub)	0
AXS Servers	0
<b>Third Party Elements</b>	
NICE Logging recorders (IP, Telephony, or Analog) Purchased through MSI	1
Verint Logging recorders (IP, Telephony, or Analog) Purchased through MSI	0
MACH Alert FSA Purchased through MSI	0
Genesis Applications Purchased through MSI	0

### 3.4.8 Priority Level Definitions and Response Times

Table 3-14: describes the criteria Motorola Solutions uses to prioritize incidents and service requests, and lists the response times for those priority levels.

Table 3-14: Priority Level Definitions and Response Time

Incident Priority	Incident Definition	Initial Response Time	On-site Response Time
<b>Critical P1</b>	<p><b>Core:</b> Core server or core link failure. No redundant server or link available.</p> <p><b>Sites/Subsites:</b> Primary site down. Two RF sites or more than 10% of RF sites down, whichever is greater.</p> <p><b>Consoles:</b> More than 40% of a site's console positions down.</p> <p><b>Conventional Channels:</b> Conventional Channel Gateways (CCGW) down without redundant gateways available.</p> <p><b>Security Features:</b> Security is non-functional or degraded.</p> <p><b>Alarm Events:</b> Door, motion, intrusion, power failure, or environmental alarms triggered.</p>	<p>Response provided 24/7 until service restoration.</p> <p>Technical resource will acknowledge incident and respond within 30 minutes of CMSO logging incident.</p>	<p>Response provided 24/7 until service restoration.</p> <p>Field service technician arrival on-site within 4 hours of receiving dispatch notification.</p>
<b>High P2</b>	<p><b>Core:</b> Core server or link failures. Redundant server or link available.</p> <p><b>Consoles:</b> Between 20% and 40% of a site's console positions down.</p> <p><b>Sites/Subsites:</b> One RF site or up to 10% of RF sites down, whichever is greater.</p> <p><b>Conventional Channels:</b> Up to 50% of CCGWs down. Redundant gateways available.</p> <p><b>Network Elements:</b> Site router, site switch, or GPS server down. No redundant networking element available.</p>	<p>Response provided 24/7 until service restoration.</p> <p>Technical resource will acknowledge incident and respond within 1 hour of CMSO logging incident.</p>	<p>Response provided 24/7 until service restoration.</p> <p>Field service technician arrival on-site within 4 hours of receiving dispatch notification.</p>

Incident Priority	Incident Definition	Initial Response Time	On-site Response Time
<b>Medium P3</b>	<p><b>Consoles:</b> Up to 20% of a site's console positions down.</p> <p><b>Conventional Channels:</b> Single channel down. Redundant gateway available.</p> <p><b>Network Elements:</b> Site router/switch or GPS server down. Redundant networking element available.</p>	<p>Response provided during normal business hours until service restoration.</p> <p>Technical resource will acknowledge incident and respond within 4 hours of CMSO logging incident.</p>	<p>Response provided during normal business hours until service restoration.</p> <p>Field service technician arrival on-site within 8 hours of receiving dispatch notification.</p>
<b>Low P4</b>	<p><b>Service Requests:</b> Minor events and warnings in the system. Preventative and planned maintenance activities (scheduled work).</p>	<p>Response provided during normal business hours.</p> <p>Motorola Solutions will acknowledge and respond within 1 Business Day.</p>	Not applicable.

SECTION 4

# MICROWAVE NETWORKS MICROWAVE SUPPORT SERVICES (EXHIBIT B-3)

## MICROWAVE NETWORKS BRONZE LIFECYCLE SUPPORT SERVICE (LSS)

Reliability is a critical factor when operating a mission critical network. Microwave Networks offers a wide range of Lifecycle Support Services that support mission critical microwave communications reliability and availability.

Lifecycle Support Services allow customers to rely on their network performance. The program provides extended services at a discount, saving money and accurately predicting annual maintenance budgeting. Microwave Networks’ mission is to deliver peace-of-mind; our warranty services goal is to maximize customers’ operational and capital investments in microwave communications and ensure consistent network reliability.

Microwave Networks is pleased to offer a 6 year Microwave Networks Bronze LSS Program This proposal covers the Bronze LSS Program, which includes:

Bronze LSS Program
Extended Warranty
8x5 Technical Support
Annual Network Health Check

For the following products in the Fluvanna County VA network:

From Site	To Site	Radio Link
Bremo 2	Columbia Elementary	Proteus MXD, 6 GHz Gigabit Ethernet Radio Link, East West Repeater, All Indoor, Licensed for 52 Mbps in 10 MHz Channel
Bremo 2	Landfill 2	Proteus MXD, 6 GHz Gigabit Ethernet Radio Link, East West Repeater, All Indoor, Licensed for 52 Mbps in 10 MHz Channel
Sheriff Office	Columbia Elementary	Proteus MXD, 6 GHz Gigabit Ethernet Radio Link, East West Repeater, All Indoor, Licensed for 52 Mbps in 10 MHz Channel
Sheriff Office	CVEC	Proteus MXD, 6 GHz Gigabit Ethernet Radio Link, East West Repeater, All Indoor, Licensed for 52 Mbps in 10 MHz Channel

From Site	To Site	Radio Link
VFW	CVEC	Proteus MXD, 6 GHz Gigabit Ethernet Radio Link, East West Repeater, All Indoor, Licensed for 52 Mbps in 10 MHz Channel
VFW	Landfill 2	Proteus MXD, 6 GHz Gigabit Ethernet Radio Link, East West Repeater, All Indoor, Licensed for 52 Mbps in 10 MHz Channel

Spares	Quantity
Proteus MX, 6 GHz Gigabit Ethernet Radio, Hot Standby Protected, High TX Pwr, All Indoor, Licensed for 52 Mbps in 10 MHz Channel	2
RFU RR1 Transceiver Module, Wideband, MX, 6GHz	1
Chnl Unit, Univsl PS, No $\mu$ Bus, No Data Card	1
Flatpack S Rectifier (Spare)	1

## EXTENDED WARRANTIES

MNI's standard warranty is two years after shipment on most MNI manufactured products. The Standard warranty for Fluvanna County expires end of November 2021. Extended warranty is offered in this proposal for a total of 6 years.

Warranty provides return and repair of all Microwave Networks manufactured equipment. This warranty gives an insurance policy for product repair that avoids and minimizes administrative paperwork. All repairs will be handled through Microwave Networks service department at no charge. Standard repair turnaround time is 30 days from receipt of unit and may change subject to availability of parts.

All other equipment has a 1 year standard warranty from the 3rd party manufacturer. Warranty starts at shipment of equipment.

## Repair and Exchange Services

An RMA (Return Material Authorization) is required prior to shipping defective unit(s) to Microwave Networks for repair. To obtain an RMA number, please visit <https://www.microwavenetworks.com/support/>. Units must be packed properly to prevent damage during shipment, which could render the unit un-repairable. Please contact MNI customer service at 281-263-6501 to obtain best practices with respect to proper packing. For units in warranty, customer is responsible for shipping costs to MNI, and MNI pays the cost of shipping back to customer. Repaired modules are guaranteed for 90 days from the date of shipment, or the remaining portion of the product's warranty, whichever is greater.

Microwave Networks Corporate address for RMA returns:

SEND TO: Microwave Networks Inc.  
4000 Greenbriar Drive  
Stafford, TX 77477  
Attn: Repair Department (SR#'s \_\_\_\_\_)



## Non-Repairable Modules or No Fault Found

Non-repairable modules, such as lightning damaged modules, will be returned as non-repairable. Customer may be offered, depending on availability to purchase a refurbished module at a discounted price. Standard Warranty on Refurbished modules is 90 days after the date of shipment.

## Third-Party Equipment

The warranty terms on third-party equipment sold through MNI are the same as the original manufacturer's terms (back to back), unless added to the equipment list covered on this document.

## 8X5 TECHNICAL PHONE SUPPORT

Professional technical support engineers are available during 8:00 AM – 5:00 PM Central Time business hours, Monday – Friday, excluding Holidays, through the Bronze LSS programs.

Please call 281-263-6501 or email [customerservice@microwavenetworks.com](mailto:customerservice@microwavenetworks.com) for support.

By telephone and e-mail, Microwave Networks' engineers provide you with remote technical advice about:

- Microwave radio and signal operations.
- Troubleshooting.
- Installation.
- Maintenance.
- Equipment Upgrades.
- Customized Weekly Reporting.

With customized weekly reporting, our technical team reviews critical operating and performance reports with your staff. We highlight important operating metrics, to ensure that your links and network are operating at peak performance.

## NETWORK HEALTH CHECK

Microwave Networks includes an Annual Network Health Check on the Proteus MX radios beginning one year after installation to optimize microwave network performance and reliability. Microwave Networks recommends an annual remote check-up of the microwave network to ensure smooth microwave performance and reliability.

Our field engineers will remotely examine every link to assess the microwave network's health and performance. We perform a general wellness check on each microwave link via customer provided secure remote access connection.

Standard Network Health Check includes:

- Review of link performance.
- Firmware status checks.
- Verification of RF parameters against path design criteria.
- Historical performance check via Chart Recorder data.
- Comprehensive wellness report.

Final report and recommendations, which includes all findings and any recommendations for improvement, will be provided one week after audit completion. In addition to providing a written report, MNI will facilitate a follow up call within 30 days to review and summarize the results of the visit and subsequent recommendations.

## OPTIONAL FIELD TECHNICAL SUPPORT

Microwave Networks offers on-site technical support and pricing is included with the quote.

## ASSUMPTIONS

- Microwave Networks will advise Customer of any probable impact to system users during Network Health Check, if required.
- Customer will provide remote or site access during the system network health check, upgrades and any onsite support.
- Customer will inform system users of software upgrade plans and scheduled system downtime.
- All payments are due annually, due before start date of each support year.
- Recommended spares must be purchased by customer and available for on-site support.
- All ancillary equipment (antennas, waveguide, dehydrators, Telect panels, power systems, batteries, iPads, and other equipment) will be covered under manufacturers' warranty only, unless otherwise stated.
- Microwave Networks will schedule Network Health Check date at least 30 days in advance. No refunds or credits will be provided if MNI is unable to schedule these activities with customer.
- During remote Network Health Check, MNI will make best efforts to repair minor technical issues but cannot guarantee that all issues can be resolved; major technical issues may involve additional charges.
- No tower climbing services are included.

## MICROWAVE NETWORKS STANDARD WARRANTY

Pursuant to this Agreement, the standard warranty is being extended for a total of six (6) additional years (commencing July 1, 2022)

Following is Microwave Network's 2 year standard warranty:

Products manufactured by Microwave Networks Incorporated ("MNI") are warranted to be free from defect in material and workmanship under normal use and service for a period of two (2) years from the date of shipment. In the event of a defect during the warranty period, Buyer will return the defective item to the MNI depot repair facility for repair or replacement. Repair at MNI's option may include the replacement of parts or equipment and all replaced parts or equipment shall be the property of MNI. Parts or equipment replaced during the warranty period are warranted for the remainder of the original applicable warranty period or ninety (90) days, whichever is greater. This expressed warranty is extended by MNI to the original Buyer for commercial, industrial or governmental use. Such action on the part of MNI shall be the full extent of MNI's liability and Buyer's exclusive remedy for breach of warranty. Expenses of Buyer such as travel expenses are not covered by this warranty.

This warranty extends only to products manufactured by MNI, and it is expressly conditioned upon the equipment having been installed in accordance with the installation practices accepted by the telecommunications industry, the standard installation and configuration practices recommended by MNI, and the equipment having been maintained in accordance with MNI recommended standard

Multi-Year Maintenance and SUA II Agreement Proposal

Use or disclosure of this proposal is subject to the restrictions on the cover page.

maintenance practices. Vendor products and other equipment not manufactured by MNI are excluded, but carry their own separate limited warranties.

This warranty shall automatically terminate if the product is used in other than its normal and customary use, has been subject to misuse, accident, neglect, or damage, is improperly disassembled, improper alterations or repairs, or if nonconforming parts are used in the product, unless done by a service facility authorized by MNI to perform warranty service. The warranty for Network Management Systems (NMS) shall automatically terminate if software is altered, added, or removed from the platform without the prior approval of MNI. NMS provided by MNI does not include virus protection software and this warranty does not cover damages caused by computer viruses.

Because each radio system is unique, MNI disclaims liability for range, coverage, or operation of a system as a whole under this warranty. This warranty shall not cover any damages caused by Acts of God including, but not limited to, flood, lightning, seismic activity; and events of Force Majeure such as fire, explosion, war, civil disturbance et al.

EXCEPT AS SPECIFICALLY STATED IN THIS AGREEMENT, THIS MNI WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, WHICH ARE SPECIFICALLY EXCLUDED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

An authorization to return products under this warranty must be obtained from a MNI Customer Service Representative prior to making shipment to MNI's service location, and all returns shall be shipped freight pre-paid. MNI shall be responsible for return freight charges only on repaired and replaced products found to be defective.

## CONCLUSION

Based on over 40 years of microwave communications experience, Microwave Networks delivers peace-of-mind support services that maximize your operational and capital investments in microwave communications and ensure consistent network reliability.

## SECTION 5

# NICE GOLD MAINTENANCE WITH REMOTE ACCESS STATEMENT OF WORK (EXHIBIT B-4)

## Overview

Motorola utilizes NICE equipment to provide a complete, reliable and robust solution for Customer audio recording requirements.

### 1.0 Description of Services

Motorola System Support Center (SSC) will initiate the Customer service request to NICE Systems, Inc. (NICE). NICE will deliver services identified in the NICE Gold Maintenance tables provided in this SOW. Post warranty services provided by NICE include phone coverage, on-site support and hardware support for applicable NICE IP Logging Equipment integrated within a Motorola network or MCC 7500 console site.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

### 2.0 Motorola has the following responsibilities:

- 2.1 Respond to request for post warranty support for the Restoration of a failed System.
- 2.2 Collect model, serial number information, customer name and customer contact.
- 2.3 Provide a case number.
- 2.4 Contact NICE support and provide them with customer, case number, model, and serial number information. NICE will contact the customer/field team and work the issue to completion.
- 2.5 Advise caller of procedure for determining any additional requirements.
- 2.6 Coordinate resolutions with agreed upon third party vendor.
- 2.7 Close the case once the NICE issue has been resolved.

### 3.0 Customer has the following responsibilities:

- 3.1 Contact Motorola System Support Center (SSC) to initiate a service request.
- 3.2 Provide model and serial number.
- 3.3 Provide a contact name and contact phone number.

3.4 Allow NICE continuous remote access to the customer’s ASTRO® 25 radio network for support of theMCC 7500 IP logging recorder, Archiving Interface Server (AIS), and replay station(s).

3.5 Provide system information in Section 8.0.

**4.0 NICE has the following responsibilities:**

4.1 Provide repair return authorization numbers to Customer.

4.2 Provide services in accordance with Table 1, per the time zone where the equipment resides, Monday through Friday, excluding holidays, and within the normal response times.

4.3 Receive malfunctioning hardware from Customer and document its arrival, repair and return.

4.4 Perform the following service on NICE hardware:

4.4.1. Replace malfunctioning components. NICE will use commercially reasonable efforts to repair or replace, in its discretion, any hardware found to be defective under normal and proper use and service during the contract period. An in-coverage unit will be repaired and returned at no chargeexcept for under the following conditions:

- (1) The unit has been modified or damaged due to improper packaging; or
- (2) If a unit is received for repair and found operable in accordance with current NICE standards, it will be classified as “no trouble found” and it will be returned in the same condition in which itwas received.

4.5 Coordinate any repair activity with Motorola and Customer to ensure resolution.

4.6 On-site reporting the NICE service provider (SP) will:

4.6.1. Arrive at the Customer site and go directly to the Customer contact.

4.6.2. When SP is ready to leave, notify the Customer contact.

4.6.3. Provide verbal reports to the Customer contact on all work complete and in progress by NICE.

4.6.4. Sign out and leave with the Customer contact a visit report of the work accomplished by NICEand the outstanding issues.

4.7 Provide to the Customer contact within one (1) week of the on-site visit a follow-up report on anyoutstanding issues.

4.8 Contact Motorola System Support Center to close the case.

4.9 Perform services according to NICE service priorities.

Table 1

<b>Support Coverage</b>	Twenty-four (24) hours, seven (7) days per week
<b>Call Back Response Time</b>	Sixty (60) minutes after receipt of call from authorized representative
<b>On-Site Response Time for Priority 1 Service Issues</b>	Four (4) hours

Gold Available within a 4 Hour Drive Time	Priority 1	Priority 2	Priority 3	Priority 4
Phone Availability	24*7	24*7	24*7	24*7
Support Coverage	24*7	24*7	24*7	24*7
Call Back Response Time	60 minutes	120 minutes	24 hours	24 hours
On Site Response Times*	4 hours	24 hours	48 hours	48 hours

\*On-Site Response Time are in effect following the determination that on-site support is required. Repair parts are shipped overnight, unless otherwise pre-arranged. The arrival of the technician and the shipped parts will be coordinated to coincide.

Priority 1 – Critical Failure – In a 100% recording environment, any failure of equipment, NICE software or communications to the NICE products which results in loss of recording channels or data, or if allowed to persist will result in such recording loss.

Priority 2 – Major Problem – Any problem resulting in loss of ability to retrieve calls or loss of replay functionality for two or more workstations.

Priority 3 – Product Anomaly – Any problem affecting one or more workstations which does not result in a loss of recording or replay but nevertheless results in diminished Product response or performance, for example if an administrator loses the ability to add or delete users.

Priority 4 – System Inquiry, planned intervention or request for information.

4.10 Software Upgrades- NICE’s standard maintenance services shall include installation of only such software updates to the NICE software which, in NICE’s sole discretion, are necessary to ensure efficient operation of the products (“NICE Software Updates”). NICE will provide Customer with a version of the NICE Software Update for Customer to review and authorize for installation. Upon such installation, Customer shall receive a copy of all written materials necessary to allow Customer to operate such NICE Software Updates. All NICE Software Updates are licensed for use solely on the Equipment on which the relevant NICE Software was first installed.

5.0 Ineligible Products-Additional Service fees shall apply for any maintenance provided by NICE for any and all individual products that are damaged by causes not caused directly by the gross negligence or intentional misconduct of NICE and external to the relevant individual product, including without limitation, damages to a individual product caused by: (i) neglect, mishandling, misuse and/or unauthorized repair by anyone other than NICE or a NICE certified technician; (ii) failure to maintain the Site in accordance with NICE’s installation site specifications (“Installation Site Specifications”); (iii) relocation from the Site specified by the parties; (iv) use by anyone other than NICE or a NICE certified technician for purposes other than those for which it was designed, as described in the applicable documents, Operating Manuals and/or specifications provided by NICE; (v) use by anyone other than NICE or a NICE certified technician or material or supplies, including without limitation software and firmware programming, that do not meet NICE’s specifications and instructions; (vi) use of the Products with any Non-Nice Hardware and/or (vii) an accident, transportation, improper cooling or humidity control, failure to telephone equipment or communication lines, failure or fluctuation of electrical power, other unusual physical or electrical stress and/or failure of interconnect equipment not provided by NICE or a NICE certified technician.

No additional fees shall apply except upon written approval by Customer in writing

- 6.0 In addition to any exclusions set forth in Section 7.0 below or in any other underlying Agreement to which this SOW is attached, the following items are excluded:
1. All Infrastructure older than seven (7) years from product cancellation date. This will not apply if Fluvanna County Purchases NICE Upgrades as a part of their Network Update/System Upgrade Service.
  2. Physically damaged Infrastructure
  3. Third party Equipment not shipped by Motorola
  4. Consumable items including, but not limited to, batteries, connectors, cables, tone/ink cartridges
  5. Test Equipment
  6. Racks, furniture and cabinets
  7. Firmware and/or Software upgrades
- 7.0

Data System Infrastructure	Inclusions, Exclusions, Exceptions and Notes for Infrastructure Repair
Logging Recorder	Includes NICE IP logging recorders Excludes all other technologies
Rack Mounts/Shelves	Includes NICE rack mount/shelf ONLY Excludes all other technologies
Replay Station	Excluded
Servers/Storage Center	Includes NICE servers/storage centers ONLY Excludes all other technologies
Workstation	Excluded

8.0

### REMOTE ACCESS SYSTEM INFORMATION

System ID A08A51

**IP Address for:**

MCC 7500 IP Logging Recorder(s) 10.1.1.70

Archiving Interface Server (AIS) 10.1.1.61

Playback Workstation 10.1.1.71

## SECTION 6

# NICE UPGRADE AGREEMENT STATEMENT OF WORK (EXHIBIT B-4)

## 1.0 Description of Service and Obligations

- 1.1 As system releases become available, Motorola Solutions agrees to update the software, with associated implementation services and hardware, as applicable, for the Customer's NICE MCC7500 IP Logger Solution. Motorola Solutions will execute up to one upgrade in each eligible update window over the term of this agreement, to coincide with the cadence of the ASTRO 25 System Upgrade Agreement.
- 1.2 The following products are eligible for coverage under this program. The specific components and quantities included in this agreement are inventoried in Appendix A of this document.
  - 1.2.1 NICE Playback Station
  - 1.2.2 NICE MCC7500 IP Logger Server
  - 1.2.3 NICE MCC7500 IP Logger Server - Backup
  - 1.2.4 NICE Inform Server
  - 1.2.5 NICE NRX/NIR Server
- 1.3 If necessitated by the software upgrade, Motorola will provide certified hardware version updates and/or replacements of the covered NICE products. Upgrades, when executed, will provide the level of functionality that is certified for use with the release of ASTRO 25 infrastructure to which the NICE MCC7500 IP Logger Solution is connected. Upgrades, whether in software and/or hardware, do not provide new features or functionality that Motorola Solutions may offer for separate purchase.
- 1.4 Pricing is based on the NICE Logger Solution configuration outlined in Appendix A. This configuration is to be reviewed annually from the contract effective date. Any change in NICE Logger Solution configuration may require a price adjustment.

## 2.0 Upgrade Elements and Corresponding Party Responsibilities

Execution of the NICE Upgrade Agreement will follow the process outlined in the ASTRO 25 System Upgrade Agreement SOW.

## 3.0 Exclusions and Limitations

- 3.1 The parties acknowledge that if the system has a special product feature, that it may be overwritten by the software upgrade. Restoration of that feature is not included in the coverage of this SOW.
- 3.2 Upgrades for equipment add-ons or expansions during the term of this NICE Upgrade Agreement are not included in the coverage of this SOW unless otherwise agreed to in writing by Motorola.
- 3.3 This agreement does not cover any hardware or software supplied to the Customer when



purchased directly from a third party, unless specifically included in this SOW.

- 3.4 Motorola is not responsible for management of anti-virus or other security applications on the NICE Logger Solution. This agreement does not include software support for virus attacks or other applications.
- 3.5 The NICE Upgrade Agreement does not include repair or replacement of hardware or software that is necessary due to defects that are not corrected by the system release, nor does it include repair or replacement of defects resulting from any nonstandard, improper use or conditions; or from unauthorized installation of software.

**4.0 Special Provisions**

- 4.1 If Customer cancels a scheduled upgrade within less than 12 weeks of the scheduled on site date, Motorola reserves the right to charge the Customer a cancellation fee equivalent to the cost of the pre-planning efforts completed at the time of cancellation.
- 4.2 The NICE Upgrade Agreement annualized price is based on the fulfillment of the two year term. If Customer terminates, except if Motorola is the defaulting party, Customer will be required to pay for the balance of payments owed if a system release upgrade has been taken prior to the point of termination.

**5.0 Appendix A - NICE Pricing Configuration**

This configuration is to be reviewed annually from the contract effective date. Any change in the NICE configuration may require a price adjustment.

Third Party Elements	
NICE IP Radio Logger (include redundancy)	1
NICE NRX/NIR Server	0
NICE Inform Playback Station	0
NICE Inform Servers	0

SECTION 7

# SOFTWARE SUPPORT POLICY FOR ASTRO 25

Please find Software Support Policy for ASTRO 25 attached below.

# MOTOROLA SOLUTIONS SOFTWARE SUPPORT POLICY

Motorola Solutions will support the given ASTRO® 25 system software releases in the manner noted below. The support periods are not affected by the purchase date, shipment date or acceptance date of a system for a given software release. Please contact your Motorola field sales and service teams to help you evaluate the support needed to keep your mission critical communication system operating at peak performance

## STANDARD SUPPORT PERIOD

The Standard Support period begins when a system software release is first made available to the market. All Security Services and Support Services are available during this period. Qualified software issues that result in product defect repairs will be made available. Full system expansion is available for subscribers and infrastructure.

## EXTENDED SUPPORT PERIOD

The Extended Support period applies to software releases that have reached the end Standard Support. All Support Services will continue to be available during this period. Security Services are no longer available. Resolution to software issues may require migrating the system to the current shipping release. Infrastructure expansions are not available. System expansion is limited to subscribers only.

## END OF SUPPORT PERIOD

The End of Support period applies to software releases that have reached the end of Extended Support. No Security Services and Support Services are available during this period. Resolution to issues will require migrating the system to the current shipping release. Infrastructure expansions are not available. System expansion is limited to subscribers only.

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SECTION 8

# SOFTWARE SUPPORT POLICY

Please find the attached Basis for Establishing a Software Support Policy below.



# BASIS FOR ESTABLISHING A SOFTWARE SUPPORT POLICY

Technology companies are rapidly adopting policies to ensure high levels of supportability for their products and tools. Hardware and software companies are implementing both hardware and software support lifecycle policies that allow them to maintain long-term support, availability, resilience and information assurance for their products.

The table below shows select entries from the lifecycle policies of vendors used for the implementation of Motorola Solutions' mission critical communication networks.

Product/Phase	Length of Support	Range of Support
Red Hat Enterprise Linux Production Phase 1	5.5 years	Full Support
Red Hat Enterprise Linux Production Phase 2	1 year	Patches and minor feature support
Red Hat Enterprise Linux Production Phase 3	3.5 years	Critical patches only
Red Hat Enterprise Linux Production – End of Support	10+ years	No support
VMWare (General Support Phase)	4 years	Full support
VMWare (Technical Guidance Phase)	2 years	Self help portal only
VMWare (End of support)	6+ years	End of support
Microsoft (Server Operating Systems Support)	5 years	Full support
Microsoft (Server Operating Systems Extended Support)	5 years	New features, software patches, continuing phone and online support
Microsoft (Desktop Operating Systems Support)	5 years	Full support
Microsoft (Desktop Operating Systems Extended Support)	5 years	New features, software patches, continuing phone and online support
Oracle	5 years	Full support
Oracle	3 years	No new features, security patches
Oracle	8+ years	No support
Oracle Java	3 years	Full support
Oracle Java	1 year	No new features, security patches, online support
Oracle Java	4+ years	No support

As both a developer and consumer of software products and tools, Motorola Solutions has developed a support policy that aligns with the trends in the technology industry as well as the policies of the vendors on which Motorola Solutions' products rely. This policy strikes the right balance of availability, supportability, security and resilience needed for today's mission critical networks. The table below lists the Motorola Solutions software support policies for ASTRO 25<sup>®</sup> and Dimetra as of January 1, 2017.

Product/Phase	Length of Support	Range of Support
ASTRO 25 and Dimetra systems	4 years from date of release	Full support
ASTRO 25 and Dimetra systems (Extended support phase)	3 years	Limited support, no new patches, no new features
ASTRO 25 and Dimetra systems (End of support support)	7+ years	End of support

Implementing our software support policy allows us to provide the highest level of support for mission critical communication networks for all of our customers while aligning with the policy of the manufacturers of the products on which these communication solutions are built.

## SECTION 2

# PAYMENT SCHEDULE (SERVICE AGREEMENT) (EXHIBIT C)

Please find Payment Schedule - Service Agreement (Exhibit C) attached below and Advanced Plus Service Package.

## PAYMENT

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola Solutions within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

### System Purchase (excluding Subscribers, if applicable)

1. 25% of the Contract Price due upon contract execution (due upon effective date);
2. 60% of the Contract Price due upon shipment of equipment from Staging;
3. 10% of the Contract Price due upon installation of equipment; and
4. 5% of the Contract Price due upon Final Acceptance.

**If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).**

Motorola Solutions shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola Solutions shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

### **For Lifecycle Support Plan and Subscription Based Services:**

Motorola Solutions will invoice Customer annually in advance of each year of the plan.

## SERVICE AGREEMENT



500 W Monroe Street  
Chicago, IL 60661  
(888) 325-9336

Date: 2/14/2022

Service Agreement #: USC000007168

Exhibit C

Company Name: Fluvanna County  
 Attn: Michael Grandstaff  
 Billing Address: 160 Commons Boulevard  
 City, State, Zip: Palmyra, Virginia 22963  
 Customer Contact: Michael Grandstaff  
 Phone: 434.591.2005  
 Email: mgrandstaff@fluvannasheriff.com

Required P.O.: No

Customer #: 1000321612

Bill to Tag #: \_\_\_\_\_

Contract Start Date: 7/1/2022

Contract End Date: 6/30/2028

Payment Cycle: Annual

Tax Exempt: Yes

PO #: N/A

Qty	Model/Option	Description	Monthly Ext	Extended
		<b>ASTRO 25 Maintenance Service 7/01/2022-6/30/2023</b> Advanced Plus Service Package with SUA II		\$416,241.00
		<b>ASTRO 25 Maintenance Service 7/01/2023-6/30/2024</b> Advanced Plus Service Package with SUA II		\$432,744.00
		<b>ASTRO 25 Maintenance Service 7/01/2024-6/30/2025</b> Advanced Plus Service Package with SUA II		\$449,903.00
		<b>ASTRO 25 Maintenance Service 7/01/2025-6/30/2026</b> Advanced Plus Service Package with SUA II		\$467,777.00
		<b>ASTRO 25 Maintenance Service 7/01/2026-6/30/2027</b> Advanced Plus Service Package with SUA II		\$486,362.00
		<b>ASTRO 25 Maintenance Service 7/01/2027-6/30/2028</b> Advanced Plus Service Package with SUA II		\$505,701.00
<b>TOTAL</b>				<b>\$2,758,728.00</b>

**SPECIAL INSTRUCTIONS:**

The prices quoted via this service contract renewal are valid until July 1, 2022. If customer does not provide, to MSI, a valid, executed contract renewal within 30 days of 7/01/22, a one-time administrative fee equal to 5% of the subsequent year's annual contract for Advanced Plus Service Package and SUA rate will be billed to the customer upon reestablishment of the expired service contract. Price with 5% Administration fee for Advanced Plus Service Package and SUA once delinquent = \$438,148.42.

Services Include:  
 Advanced Plus Package:  
 MSI Dispatch, MSI Remote System Technical Support, MSI Network Hardware Repair, MSI Annual System Preventive Maintenance 1, MSI System On-Site Support - Premier from Clear Communications within 2 hours, MSI Remote Security Update Service, MSI On-Site Reboot Support, MSI Network Monitoring, MNI Microwave Repair with On-Site Response and System Upgrade Agreement II.

THIS SERVICE AMOUNT IS SUBJECT TO STATE & LOCAL TAXING JURISDICTIONS, TO BE VERIFIED BY MOTOROLA.		
<b>SUBCONTRACTOR(S)</b>	<b>CITY</b>	<b>STATE</b>
Motorola System Support Center	Elgin	IL
Motorola SSC Call Center	Schaumburg	IL
Motorola SSC Technical Support	Schaumburg	IL
Clear Communications of Virginia, Inc.	Charlottesville	VA





## **Cyber Security Services Addendum to the Maintenance Support and Lifecycle Management Purchase Agreement (EXHIBIT D)**

This Cyber Security Services Addendum (this “**Cyber SSA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity purchasing Products or Services (as defined below) from Motorola (“**Customer**”), and will be subject to, and governed by, the terms of the Maintenance Support and Lifecycle Management Purchase Agreement (“**MSLMPA**”) entered into between the Parties, effective as of the earlier of the date of the last signature on the MSLMPA between the Parties, and the applicable Addenda. Capitalized terms used in this Cyber SSA, but not defined herein, will have the meanings set forth in the MSLMPA or the applicable Addenda.

**1. Addendum.** This Cyber SSA governs Customer’s purchase of cyber security services, including (i) Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, among other subscription services, (ii) professional services, and/or (iii) retainer services (i.e., professional services when expressly purchased as a block of pre-paid hours for use, subject to expiration, within a specified period across certain offered service categories (“**Retainer Services**”), the nature and scope of which are more fully described in an Ordering Document and will form part of the Parties’ Agreement. Additional Addenda or other terms and conditions may apply to certain related products, software or services, where such terms are attached to or specifically incorporated into the MSLMPA. If the Customer exceeds the designated included block of pre-paid retainer hours, then any additional hourly Retainer Services can be billed to Customer ONLY IF an addendum signed by the Customer’s authorized representative approves such additional charges and Retainer Services.

### **2. Cyber Security Services.**

2.1 Cyber Security Services often require active customer engagement. In addition to items or actions that may be set out in an applicable Ordering Document, Customer will assist, provide or perform items or actions as reasonably requested by Motorola in the course of performance and necessary to ensure timely and efficient performance of the Services. Customer will ensure that information Customer provides to Motorola in connection with receipt of Services is accurate and complete in all material respects.

2.2 Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to provide the products and Services and perform its other duties under any applicable ordering document and this Cyber SSA. Unless an applicable ordering document states otherwise, Motorola may rely upon and is not required to evaluate, confirm, reject, modify or provide advice concerning any assumptions or Customer information, decisions, or approvals. Notwithstanding the foregoing, if Motorola has actual knowledge that Customer is inaccurate in any of Customer’s assumptions or information and is cognizant of the inaccuracy, then Motorola agrees to communicate the same with Customer. Cyber Security Services and Deliverables are limited by, among other things: nature of the security threats, the accuracy and completeness of information provided to Motorola; the level of effort utilized; and subjective judgments relating to relative risk and mitigation priorities which are inherent in any such services and may or may not be correct.

2.3 Customer shall take any actions necessary to mitigate risk to its operations and protect and preserve its computer systems, data environment, networks and Customer Data, including creation of operational workarounds, backups and redundancies. Customer shall inform Motorola in advance to the extent adequate backups and redundancies are not possible for certain elements of its systems or data. Customer acknowledges that Cyber Security Services may impact, disrupt or damage information systems, data environments, data or Customer Data, however Motorola will do all it reasonably can within the scope of this Agreement to limit any such impact, damage and disruption. Except if caused by Motorola's (including all officers, agents, employees, representatives, contractors or members of Motorola) willful misconduct, Motorola disclaims responsibility for costs in connection with any such disruptions of and/or damage to Customer's or a third party's information systems, equipment, voice transmissions, data and Customer Data, including, but not limited to, denial of access to a legitimate system user, automatic shut-down of information systems caused by intrusion detection software or hardware, or failure of the information system resulting from the provision or delivery of the Cyber Security Services.

2.4 Inherent Limitations on Scope of Services. Because of the evolving, often malicious and often highly sophisticated nature of cyber security threats, as well as the evolving complexity and customization inherent in many customer computer system environments, among other things, the protections offered by Cyber Security Services are necessarily limited. Motorola does not represent that it will identify, fully recognize, discover or resolve all security events or threats, system vulnerabilities, malicious codes, files or malware, indicators of compromise or internal threats or concerns. Motorola does not guarantee that any recommendations it makes will be successful, but Motorola will use prudent reasonable judgment and take actions within the scope of this Agreement to mitigate security threats against Customer.

2.5 Motorola may modify the Cyber Security Services and any related systems so long as their functionality (as described in the applicable Ordering Document) is improved or at minimum materially similar. Documentation for the Services, if any, may be updated to reflect such modifications. For clarity, new features or enhancements that are added to any subscription Services may be subject to additional fees, but such additional fees and services shall only be applicable if approved by the Customer in a written addendum hereto.

2.6 Delivery. During the applicable Term (as defined below), Motorola will provide to Customer the Cyber Security Services set forth in an Ordering Document, in accordance with the terms of the Agreement. Motorola will provide Customer advance notice (which may be provided electronically) of any planned downtime of subscription Services. Delivery of subscription Services will occur upon Customer's receipt of credentials required for access to the subscription Services or upon Motorola otherwise providing access to the subscription Services platform. If agreed upon in an Ordering Document, Motorola will also provide services related to such subscription Services.

2.7 User Credentials. If applicable, Motorola will provide Customer with administrative user credentials for the subscription Services, and Customer will ensure such administrative user credentials are accessed and used only by Customer's employees with training on their proper use. Customer will protect, and will cause its Authorized Users to protect, the confidentiality and security of all user credentials, including any administrative user credentials, and maintain user credential validity, including by updating passwords. Customer will be liable for any use of the subscription Services through such user credential (including through any administrative user credentials), including any changes made to the subscription Services or issues or user impact arising therefrom.

To the extent Motorola provides Services to Customer in order to help resolve issues resulting from changes made to the subscription Services through user credentials, including through any administrative user credentials, or issues otherwise created by Authorized Users, such Services will be billed to Customer on a time and materials basis after a written addendum is signed by Customer approving such additional services and any fees related thereto, and thereafter Customer will pay all invoices in accordance with the payment terms of the addendum and the MSLMPA.

2.8 Beta or Proof of Concept Services. If Motorola makes any beta version of its Services (“Beta Service”) available to Customer, or provides Customer a trial period or proof of concept period (or other demonstration) of the Services at reduced or no charge (“Proof of Concept” or “POC” Service), Customer may choose to use such Beta or POC Service at its own discretion, provided, however, that Customer will use the Beta or POC Service solely for purposes of Customer’s evaluation of such Beta or POC Service, and for no other purpose. Customer acknowledges and agrees that all Beta or POC Services are offered “as-is” and without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta or POC Service, in its sole discretion, and Motorola may discontinue any Beta or POC Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies. Notwithstanding any other provision of this Agreement, to the extent a future paid Service has been agreed upon subject to and contingent on the Customer’s evaluation of a Proof of Concept Service, Customer may cancel such future paid Service as specified in the Ordering Document or, if not specified, within a reasonable time before the paid Service is initiated.

### 3. **Subscription Cyber Security Services License and Restrictions.**

3.1 Subscription Cyber Security Services License. Subject to Customer’s and its Authorized Users’ compliance with the Agreement, Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the subscription Services identified in an Ordering Document, if any, and the associated Documentation, solely for Customer’s internal business purposes. The foregoing license grant will be limited to use in the territory and to the number of licenses set forth in an Ordering Document (if applicable) and will continue for the applicable Subscription Term. Customer may access and use the subscription Services only in Customer’s owned or controlled facilities, including any authorized mobile sites; provided, however, that, if applicable, Authorized Users using authorized mobile or handheld devices may also log into and access the subscription Services remotely from any location. No custom development work will be performed under this CYBER SSA. Motorola acknowledges that certain parts of the Customer’s System have been and are still shared with and used by the County of Louisa, Virginia, a political subdivision of the Commonwealth of Virginia; and Motorola further acknowledges that such use of the core and related components of the system is included in Customer’s Services and covered by this Cyber SSA. Only to the extent necessary and if required by the County of Louisa’s use as approved by Customer, the County of Louisa is hereby designated as an Authorized User.

3.2 End User Licenses. Motorola may use, engage, resell, or otherwise interface with third-party software, hardware or services providers (such as, for example, third-party end point detection and response providers) and other sub-processors, who in turn may engage additional sub-processors to process personal data and other Customer Data. Customer agrees that such third-party software or services providers, sub-processors or their respective sub-processors may process and use

personal and other Customer Data in accordance with and subject to their own respective licenses or terms and in accordance with applicable law. Customer authorizes and will provide and obtain all reasonably required notices and consents, if any, and comply with other applicable reasonable and appropriate legal requirements, if any, with respect to such collection and use of personal data and other Customer Data by Motorola, and its subcontractors, sub-processors and/or third-party software, hardware or services providers. Notwithstanding any provision to the contrary, to the extent the use or performance of certain Services is governed by any separate license, data requirement, EULA, privacy statement, or other applicable agreement, including terms governing third-party software, hardware or services, including open source software, Customer will comply, and ensure its Authorized Users comply, with any such agreements or terms, which shall govern any such Services.

3.3 Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation and the copyright laws of the United States and all other relevant jurisdictions (including the copyright laws where Customer uses the Services) in connection with their use of the Services. Customer will not, and will not allow others including the Authorized Users, to make the Services available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; reverse engineer, disassemble, or reprogram software used to provide the Services or any portion thereof to a human-readable form; modify, create derivative works of, or merge the Services or software used to provide the Services with other software; copy, reproduce, distribute, lend, or lease the Services or Documentation for or to any third party; take any action that would cause the Services, software used to provide the Services, or Documentation to be placed in the public domain; use the Services to compete with Motorola; remove, alter, or obscure, any copyright or other notice; share user credentials (including among Authorized Users); use the Services to store or transmit malicious code; or attempt to gain unauthorized access to the Services or its related systems or networks.

3.4 Professional Services Delivery. All Professional Services will be performed in accordance with the performance schedule included in an Ordering Document. Delivery of hours purchased as Retainer Services is at the onset of the applicable retainer period. Hours purchased as Retainer Services expire and are forfeited if not used within the Retainer period, subject to terms of use, expiration and extension, if any, as set out in the applicable Ordering Document. Professional Services described in an Ordering Document will be deemed complete upon Motorola's performance of such Services or, if applicable, upon exhaustion or expiration of the Retainer Services hours, whichever occurs first.

#### 4. Term.

4.1 Term. The term of this CYBER SSA will commence upon the either (a) the Effective Date of the MSLMPA, if this CYBER SSA is attached to the MSLMPA as of such Effective Date, or (b) the CYBER SSA Date set forth on the signature page below, if this CYBER SSA is executed after the MSLMPA Effective Date. Unless earlier terminated in accordance with the terms of the Agreement, the term of this CYBER SSA will continue until the later of (a) the expiration or termination of all Subscription Terms, or (b) the last applicable Service Completion Date under this CYBER SSA.

4.2 Order Periods. Non-recurring or non-subscription Services described in an Ordering Document will be deemed complete upon Motorola's performance of all Services listed in such Ordering Document ("**Service Completion Date**"). The duration of Customer's subscription to its



initial order of subscription Services, if any, will commence upon delivery of such subscription Services and will continue for a twelve (12) month period or such longer period identified in an Ordering Document (the “**Initial Subscription Period**”). Following the Initial Subscription Period, Customer’s subscription to the subscription Services will automatically renew for additional twelve (12) month periods (each, a “**Renewal Subscription Year**”), unless either Party notifies the other Party of its intent not to renew at least sixty (60) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a “**Subscription Term**”.) Motorola may increase fees prior to any Renewal Subscription Year. In such case, Motorola will notify Customer of such proposed increase no later than sixty (60) days prior to commencement of such Renewal Subscription Year. Unless otherwise specified in the applicable Ordering Document, if Customer orders by appropriate signed written addendum to the MSLMPA any additional subscription Services under this CYBER SSA during an in-process Subscription Term, the subscription for each new subscription Service will (a) commence upon delivery of such subscription Service, and continue until the conclusion of Customer’s then-current Subscription Term (a “**Partial Subscription Year**”), and (b) automatically renew for Renewal Subscription Years thereafter, unless either Party notifies the other Party of its intent not to renew at least sixty (60) days before the conclusion of the then-current Subscription Term. Thus, unless otherwise specified in the applicable Ordering Document, the Subscription Terms for all subscription Services hereunder will be synchronized. Notwithstanding the foregoing, Subscription Cyber Services shall also be subject to earlier termination, if Customer provides thirty (30) days written notice prior of the yearly renewal cycle.,.

4.3 Termination. Motorola may terminate this Cyber SSA (or any Addendum or Ordering Documents hereunder), or suspend delivery of Services, immediately upon notice to Customer if (a) Customer breaches **Section 3 – Subscription Cyber Services License and Restrictions** of this CYBER SSA, or any other provision related to Services license scope or restrictions set forth in an Addendum or Ordering Document, or (b) it determines that Customer’s use of the Services poses, or may pose, a security or other risk or adverse impact to any Services, Motorola, Motorola’s systems, or any third party (including other Motorola customers). Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Cyber Security Services and Documentation, and that Customer’s breach of the Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Customer breaches this Agreement, then after following the required claims process as set forth in Exhibit A-1 to the MSLMPA in addition to termination, Motorola will be entitled to all available remedies at law or in equity (including immediate injunctive relief).

4.4 Wind Down of Subscription Cyber Services. In addition to the termination rights in the MSLMPA, Motorola may terminate any Ordering Document and Subscription Term for services provided under this Cyber SSA, in whole or in part, in the event Motorola plans to cease offering the applicable subscription Cyber Security Services to customers. To the extent Equipment is purchased on an installment basis, any early termination of the installment period will cause the outstanding balance to become immediately due.

## 5. **Payment.**

5.1 Payment. The Ordering Document attached to the MSLMPA, or if ordered by addendum such written addendum signed by the Customer, shall set out an agreed upon price and/or fee schedule applicable to the services ordered under this Cyber SSA. The parties acknowledge that pricing is

dependent on the full term or subscription periods specified in any such Ordering Document. Unless otherwise provided in an Ordering Document, Customer will prepay an annual subscription Fee set forth in an Ordering Document for each subscription Service, before the commencement of each Subscription Term. For any Partial Subscription Year, the applicable annual subscription Fee will be prorated based on the number of months in the Partial Subscription Year. The annual subscription Fee for subscription Services may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in an Ordering Document. Motorola will have the right to suspend the Services if Customer fails to make any payments when due only after providing notice to Customer and an opportunity for Customer to cure after such written notice is made of no less than fifteen (15) business days.

5.2 Security Threat Intelligence and Mitigation Data., Motorola shall be free to use, share and leverage security threat intelligence and mitigation data generally, including without limitation, third party threat vectors and IP addresses, file hash information, domain names, malware signatures and information, information obtained from third party sources, indicators of compromise, and tactics, techniques, and procedures used, learned or developed in the course of providing Services.

5.3 License True-Up. If applicable, Motorola will have the right to conduct an audit of total user licenses credentialed by Customer for any subscription Services during a Subscription Term, and Customer will cooperate with such audit. If Motorola determines that Customer's usage of the subscription Services during the applicable Subscription Term exceeded the total number of licenses purchased by Customer, Motorola will notify the Customer and going forward the Customer shall either (i) delete such additional licenses immediately upon notice from Motorola; or (ii) Customer may notify Motorola it wishes to continue such licenses and thereafter Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the MSLMPA.

5.4 Future Regulatory Requirements. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services may change. Changes to existing Services required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services. Any changes to pricing and fees must be approved by the Customer in a written addendum to the MSLMPA signed by the Customer's authorized representative to be applicable and enforceable against Customer.

## 6. **Liability.**

6.1 ADDITIONAL EXCLUSIONS. IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE MSLMPA, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, SPECIFICALLY AS IT RELATES TO THE CYBER SECURITY SERVICES ONLY MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES. NOTWITHSTANDING THE FOREGOING, MOTOROLA IS LIABLE FOR THE ABOVE IF SUCH IS

CAUSED BY WILFULL MISCONDUCT OF MOTOROLA ITS AGENTS, EMPLOYEES, OFFICERS, REPRESENTATIVES OR CONTRACTORS.

6.2 **Voluntary Remedies.** Except as may be specifically required by the MSLMPA, Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the MSLMPA or **Section 6.1 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable only if approved in a written addendum signed by Customer's authorized representative.

6.3 Motorola as a Controller or Joint Controller. In all instances where Motorola acts as a controller of data, it will comply with the applicable provisions of the Motorola Privacy Statement at [https://www.motorolasolutions.com/en\\_us/about/privacy-policy.html#privacystatement](https://www.motorolasolutions.com/en_us/about/privacy-policy.html#privacystatement), as may be updated from time to time. Motorola holds all Customer Contact Data as a controller and shall Process such Customer Contact Data in accordance with the Motorola Privacy Statement. In instances where Motorola is acting as a joint controller with Customer, the Parties will enter into a separate Addendum to the Agreement to allocate the respective roles as joint controllers.

**6.4 DIRECT DAMAGES.** For avoidance of doubt, notwithstanding the limitation set out in Section 13 of the MSLMPA, the direct damages limitation for services provided under this Cyber SSA and limited to the fees, or the portion of fees, relating only to the Cyber Security Services under this Cyber SSA, even if such Services are offered or bundled with other Motorola services.

**7 Survival.** The following provisions will survive the expiration or termination of this CYBER SSA for any reason: **Section 4 – Term; Section 5 – Payment; Section 6.1 – Additional Exclusions; Section 6.4 – Direct Damages; Section 7 – Survival.**





**FLUVANNA COUNTY BOARD OF SUPERVISORS**  
**BCC APPOINTMENTS STAFF REPORT**

**TAB G**

<b>MEETING DATE:</b>	June 15, 2022		
<b>AGENDA TITLE:</b>	Board, Commission, and Committee Appointments		
<b>MOTION:</b>	<b>I move the Board of Supervisors approve the following Board, Commission, or Committee appointment(s):</b>		
<b>Board/Commission/Committee</b>	<b>Appointees</b>	<b>Begins Term</b>	<b>Ends Term</b>
Economic Development and Tourism Advisory Council (EDTAC) – At-Large Representative	<a href="#">Peggy Shanklin (I)</a> <a href="#">Angela Chainer (I)</a> <a href="#">Kathleen Kilpatrick (I)</a> <a href="#">Edna Harris</a> <a href="#">Brian Miller</a> <a href="#">Jeffery Brunk</a> <a href="#">Brittany Gray</a> <a href="#">Ben Shaw</a> <a href="#">Catherine Tatro</a> <a href="#">Sandra Patterson</a>	7/1/2022	6/30/2025
Economic Development and Tourism Advisory Council (EDTAC) – At-Large Representative	<a href="#">Peggy Shanklin (I)</a> <a href="#">Angela Chainer (I)</a> <a href="#">Kathleen Kilpatrick (I)</a> <a href="#">Edna Harris</a> <a href="#">Brian Miller</a> <a href="#">Jeffery Brunk</a> <a href="#">Brittany Gray</a> <a href="#">Ben Shaw</a> <a href="#">Catherine Tatro</a> <a href="#">Sandra Patterson</a>	7/1/2022	6/30/2025
Economic Development and Tourism Advisory Council (EDTAC) – At-Large Representative	<a href="#">Peggy Shanklin (I)</a> <a href="#">Angela Chainer (I)</a> <a href="#">Kathleen Kilpatrick (I)</a> <a href="#">Edna Harris</a> <a href="#">Brian Miller</a>	7/1/2022	6/30/2025

	<a href="#">Jeffery Brunk</a> <a href="#">Brittany Gray</a> <a href="#">Ben Shaw</a> <a href="#">Catherine Tatro</a> <a href="#">Sandra Patterson</a>		
Economic Development and Tourism Advisory Council (EDTAC) – At-Large Representative	<a href="#">Peggy Shanklin (I)</a> <a href="#">Angela Chainer (I)</a> <a href="#">Kathleen Kilpatrick (I)</a> <a href="#">Edna Harris</a> <a href="#">Brian Miller</a> <a href="#">Jeffery Brunk</a> <a href="#">Brittany Gray</a> <a href="#">Ben Shaw</a> <a href="#">Catherine Tatro</a> <a href="#">Sandra Patterson</a>	7/1/2022	6/30/2025
Economic Development and Tourism Advisory Council (EDTAC) – At-Large Representative	<a href="#">Peggy Shanklin (I)</a> <a href="#">Angela Chainer (I)</a> <a href="#">Kathleen Kilpatrick (I)</a> <a href="#">Edna Harris</a> <a href="#">Brian Miller</a> <a href="#">Jeffery Brunk</a> <a href="#">Brittany Gray</a> <a href="#">Ben Shaw</a> <a href="#">Catherine Tatro</a> <a href="#">Sandra Patterson</a>	7/1/2022	6/30/2025
Social Services Board - Columbia District Representative	<a href="#">Sandra Patterson (I)</a>	7/1/2022	6/30/2026
Social Services Board - Cunningham District Representative	<a href="#">Gene Ott</a> <a href="#">Leslie Woodfolk</a> <a href="#">James Wilkin</a>	7/1/2022	6/30/2026
Parks and Recreation Advisory Board (RAB) – At-Large	<a href="#">Jon Bishop Larson (I)</a> <a href="#">Sandra Patterson (I)</a>	7/1/2022	6/30/2025

	<a href="#">Walter Hussey (I)</a> <a href="#">Raghendra Singh (I)</a> <a href="#">Nelson H. Cook Jr.</a>		
Parks and Recreation Advisory Board (RAB) – At-Large	<a href="#">Jon Bishop Larson (I)</a> <a href="#">Sandra Patterson (I)</a> <a href="#">Walter Hussey (I)</a> <a href="#">Raghendra Singh (I)</a> <a href="#">Nelson H. Cook Jr.</a>	7/1/2022	6/30/2025
Parks and Recreation Advisory Board (RAB) – At-Large	<a href="#">Jon Bishop Larson (I)</a> <a href="#">Sandra Patterson (I)</a> <a href="#">Walter Hussey (I)</a> <a href="#">Raghendra Singh (I)</a> <a href="#">Nelson H. Cook Jr.</a>	7/1/2022	6/30/2025
Parks and Recreation Advisory Board (RAB) – At-Large	<a href="#">Jon Bishop Larson (I)</a> <a href="#">Sandra Patterson (I)</a> <a href="#">Walter Hussey (I)</a> <a href="#">Raghendra Singh (I)</a> <a href="#">Nelson H. Cook Jr.</a>	7/1/2022	6/30/2025
Parks and Recreation Advisory Board (RAB) – At-Large	<a href="#">Jon Bishop Larson (I)</a> <a href="#">Sandra Patterson (I)</a> <a href="#">Walter Hussey (I)</a> <a href="#">Raghendra Singh (I)</a> <a href="#">Nelson H. Cook Jr.</a>	7/1/2022	6/30/2025

<b>BCC VACANCIES AND APPLICANTS</b>				
<b>BCC Vacancies</b>	<b>Applicants</b>	<b>Appt</b>	<b>District</b>	<b>Current BCC Appointments / Other Notes</b>
Economic Development and Tourism Advisory Council (EDTAC) – At-Large	Peggy Shanklin	Reappt	Palmyra	Incumbent seeking reappointment. Term beginning July 1, 2022 and ending June 30, 2025.
Economic Development and Tourism Advisory Council (EDTAC) – At-Large	Angela Chainer	Reappt	Columbia	Incumbent seeking reappointment. Term beginning July 1, 2022 and ending June 30, 2025.
Economic Development and Tourism Advisory Council (EDTAC) – At-Large	Kathleen Kilpatrick	Reappt	Fork Union	Incumbent seeking reappointment. Term beginning July 1, 2022 and ending June 30, 2025. Currently serving on the Agricultural/Forestral Advisory Committee.
Economic Development and Tourism Advisory Council (EDTAC) – At-Large	Edna Harris	Appt	Palmyra	Term beginning July 1, 2022 and ending June 30, 2025. Currently serving on the Region Ten

				Community Services Board, Fluvanna Partnership for Aging, and the Library Board of Trustees.
Economic Development and Tourism Advisory Council (EDTAC) – At-Large	Brian Miller	Appt	Palmyra	Term beginning July 1, 2022 and ending June 30, 2025.
Economic Development and Tourism Advisory Council (EDTAC) – At-Large	Jeffery Brunk	Appt	Columbia	Term beginning July 1, 2022 and ending June 30, 2025.
Economic Development and Tourism Advisory Council (EDTAC) – At-Large	Brittany Gray	Appt	Palmyra	Serving on the Economic Development Authority. Term beginning July 1, 2022 and ending June 30, 2025.
Economic Development and Tourism Advisory Council (EDTAC) – At-Large	Ben Shaw	Appt	Columbia	Term beginning July 1, 2022 and ending June 30, 2025.
Economic Development and Tourism Advisory Council (EDTAC) – At-Large	Catherine Tatro	Appt	Cunningham	Term beginning July 1, 2022 and ending June 30, 2025.
Economic Development and Tourism Advisory Council (EDTAC) – At-Large	Sandra Patterson	Appt	Columbia	Term beginning July 1, 2022 and ending June 30, 2025. Currently serving on the Social Services Board, and Parks and Recreation Advisory Board.
Parks and Recreation Advisory Board (RAB) – At-Large	Jon Bishop Larson	Reappt	Fork Union	Incumbent seeking reappointment. Term beginning July 1, 2022 and ending June 30, 2025.
Parks and Recreation Advisory Board (RAB) – At-Large	Sandra Patterson	Reappt	Columbia	Incumbent seeking reappointment. Term beginning July 1, 2022 and ending June 30, 2025. Currently serving on the Social Services Board.
Parks and Recreation Advisory Board (RAB) – At-Large	Walter Hussey	Reappt	Columbia	Incumbent seeking reappointment. Term beginning July 1, 2022 and ending June 30, 2025.
Parks and Recreation Advisory Board (RAB) – At-Large	Raghvendra Singh	Reappt	Rivanna	Incumbent seeking reappointment. Term beginning July 1, 2022 and ending June 30, 2025.
Parks and Recreation Advisory Board (RAB) – At-Large	Nelson H. Cook Jr.	Appt	Columbia	Term beginning July 1, 2022 and ending June 30, 2025.
Social Services Board - Columbia District Representative	Sandra Patterson	Reappt	Columbia	Incumbent seeking reappointment. Term beginning July 1, 2022 and ending June 30, 2026. Currently serving on the Parks and Recreation Advisory Board.

Social Services Board - Cunningham District Representative	Leslie Woodfolk	Appt	Cunningham	Term beginning July 1, 2022 and ending June 30, 2026. Currently serving on the JABA Advisory Council, and the JAUNT Board.
Social Services Board - Cunningham District Representative	Gene Ott	Appt	Cunningham	Term beginning July 1, 2022 and ending June 30, 2026.
Social Services Board - Cunningham District Representative	James Wilkin	Appt	Cunningham	Term beginning July 1, 2022 and ending June 30, 2026.
<b>DISCUSSION:</b>	<ul style="list-style-type: none"> <li>- Economic Development and Tourism Advisory Council (EDTAC) – At-Large – Five positions available with terms beginning July 1, 2022 and ending June 30, 2025.</li> <li>- Parks and Recreation Advisory Board (RAB) – At-Large – Five positions available with terms beginning July 1, 2022 and ending June 30, 2025.</li> <li>- Social Services Board - Columbia District Representative – One position available with a term beginning July 1, 2022 and ending June 30, 2026.</li> <li>- Social Services Board - Cunningham District Representative – One position beginning July 1, 2022 and ending June 30, 2026.</li> </ul>			
<b>ENCLOSURES:</b>	Candidate Applications			





# APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

## County of Fluvanna

Name: Angela Chainer		Election <input type="checkbox"/> Columbia <input checked="" type="checkbox"/> Cunningham <input type="checkbox"/> Fork Union	
		District: <input type="checkbox"/> Palmyra <input type="checkbox"/> Rivanna <input type="checkbox"/> Other	
Mailing Address (including City, State, & ZIP) 604 Troy Heights Lane Troy, VA 22974		Physical Address (if different)	
Years Lived in Fluvanna 1	Cell Phone – preferred? [REDACTED]	Home Phone – preferred?	Email [REDACTED]
EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provides dates of education and experience.): Former Police Services Manager and Supervisor - Detective Division and Patrol/911 Emergency Services High School Diploma, EMT Certification (Community College), Extensive Trade Specific Training Former Law Enforcement Mentor, Advisor, Instructor - Embedded with United Nations Peacekeeping-Forces in post-war Yugoslavia (Bosnia) Director, Police Development Programs - U.S. Embassy's in Kabul Afghanistan and Port-au-Prince Haiti Extensive Trade Specific Training (Program Management, Contract Management) Program Manager DECO, Inc. - Global Antiterrorism Assistance. Client: U.S. State Department, Bureau of Diplomatic Security Owner - Firefly Farm, LLC			
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES: Appointed to serve on Spotsylvania County's Agricultural/Forestal District Review Committee September 2016. Relocation to Fluvanna County required resignation.			
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates): Fluvanna Leadership Development Program, Class 17			
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY: Fluvanna will be my home for the rest of my life. I have spent decades in public service and although I am retired I would like to continue my lifelong dedication to community.			
<p><b>Applicants are considered as vacancies occur and your application will be kept on file for three years.</b></p> <p>Fluvanna County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.</p> <p><b>Submit by email (<a href="mailto:clerk@fluvannacounty.org">clerk@fluvannacounty.org</a>) or mail to:</b>  <b>Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963</b></p> <p><b>By signing below you are indicating that you have read and understand the attached Fluvanna County BCC Attendance Policy and that you agree to abide by the Bylaws of any Board, Commission, or Committee to which you may be appointed.</b></p>			
Applicant's Signature <b>Angela Chainer (from file)</b>		Date <b>10/31/2019</b>	



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

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

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

**Fluvanna County Board, Committee, and Commission Attendance Policy**

(Approved June 17, 2015)

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

<b>Office Use Only</b>		
Application Received On:	10/31/2019	Application Received By: Caitlin Solis
Acknowledgement Sent:	10/31/2019	
Renewal Date:		Remarks:
Renewal Date:		
Renewal Date:		
Renewal Date:		



# APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

## County of Fluvanna

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

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

Name: <b>Ben Y. Shaw</b>	Election <input checked="" type="checkbox"/> Columbia <input type="checkbox"/> Cunningham <input type="checkbox"/> Fork Union District: <input type="checkbox"/> Palmyra <input type="checkbox"/> Rivanna <input type="checkbox"/> Other
EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provides dates of education and experience. You may also provide a resume/CV.): Please see attached resume.	
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES: None	
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates): Beulah Baptist Church; member since mid 1990s, currently attend Calvary Church of Fluvanna American Legion Post 74, member since 2004 VFW Post 1827, member since 2004 Cabell Masonic Lodge, Master Mason since 2017	
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY: I grew up in Louisa County, and later left both the state and, at times, the country as well. I returned to Virginia for good in 2010 and purposefully chose Fluvanna as my home. I have decades long relationships with residents from one end of the county to another and personally know my elected officials. This county is home and I want it to remain the rich, diverse and welcoming place I found it to be in 2010. As for my application to the PVCC board, I am a graduate of PVCC and later returned for additional studies - no less than twice. My three sisters are also graduates, as is my wife. I plan for my children to attend as well. PVCC was my first introduction to higher education, effectively prepared me for future endeavors, and where I am still close to some of my old professors. This region's workforce needs are not only growing, but changing as well. I sincerely wish to support the institution's efforts to align with current and future occupational needs as well as future academic challenges. My hope is to fairly represent Fluvanna in the same, on behalf of its employers seeking new staff, parents considering PVCC for their high school graduates, and any lifelong learner wishing to engage with kindred spirits. In my alternate application for the Economic Development and Tourism Advisory Council, I desire that Fluvanna be viewed more as a place to visit rather than a county or gas station to pass. The county boasts miles of frontage on some of the country's most attractive and historic rivers, miles of trails, a growing agritourism and a wealth of small businesses. These are all fertile ground for the encouragement of future growth, in addition to many as-yet-undiscovered opportunities. As noted above, Fluvanna is home and I am eager to serve my friends and neighbors by balancing careful preservation of what makes Fluvanna unique and growth opportunities that share the county with residents outside the region.	

### Fluvanna County Board, Committee, and Commission Attendance Policy

(Approved June 17, 2015)

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

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

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

**Submit by email ([clerk@fluvannacounty.org](mailto:clerk@fluvannacounty.org)) or mail to:  
County of Fluvanna, Attention: Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963**

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

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

Applicant's Signature <i>(Typing name below serves as digital signature)</i>		Date	
Benjamin Yates Shaw		3-21-2022	
Mailing Address (including City, State, & ZIP)		Physical Address (if different)	
4608 Venable Rd. Kents Store, VA 23084			
Years Lived in Fluvanna	Phone #	Alternate Phone #	Email Address
12	[REDACTED]	[REDACTED]	[REDACTED]
<b>Office Use Only</b>			
Application Received On:	3-21-22	Application Received By:	
Acknowledgement Sent:	3-22-22	Leontyne Peck	
Renewal Date:		Remarks:	
Renewal Date:			
Renewal Date:			
Renewal Date:			

# BEN Y. SHAW, MPA, MPP, MA, PMP®

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4608 Venable Rd.  
Kents Store, VA 23084

## KEY SKILLS

- Program management, Strategic planning
- Training development and delivery
- Client care coordination, Interagency collaboration

## ACADEMIC EDUCATION

- **Masters of Public Administration** (Aug, 2021)  
Liberty University Helms School of Government, Lynchburg, VA
- **Masters of Public Policy & Management** (Apr 2020)  
University of Pittsburgh Graduate School of Public and International Affairs, Pittsburg, PA
- **Masters of Arts, Management & Leadership** (Dec 2015)  
Liberty University. Lynchburg, VA
- **Certificate of Healthcare Administration** (Oct, 2020)  
Liberty University. Lynchburg, VA
- **Bachelor of Science, General Biology, Specialization Botany** (May 2001)  
Virginia Polytechnic Institute & State University. Blacksburg, VA

## EMPLOYMENT EXPERIENCE

- **Virginia Veteran & Family Support Program (VA Dept. of Veterans Services)** (Jun 2010 to present)
  - **Regional Director** (March 2015-Present): Responsible for facilitating clinical and housing-related services for veterans and immediate family members, all operational and administrative oversight for a regional team of 11 direct services staff, and capacity-building both regional and program-wide service relationships. Additional duties include assisting with program strategic planning, development and delivery of internal and public-facing trainings on veteran/military cultural competency and raising awareness to issues such as post-traumatic stress (PTS), traumatic brain injury, post-military readjustment and overall program and agency awareness. Further responsibilities include backup support of three other regional directors, agency representation on various local, state and federal initiatives and policy academies, briefing stakeholder groups and oversight of regional commitments of Virginia Veterans Services Foundation funds. (in regional contract model, management of up to \$1.1 million annual budget.
  - **Regional Coordinator** (July 2013-Mar 2015). Operational oversight for 7 contract community services board staff located regionally, administrative monitoring/processing of all fiscal disbursements, supervisory duties, representing regional director in his/her absence. Development and maintenance of regional network of supportive resources, regional advisory board. Additional responsibility: training, presentations, regional outreach.
  - **Veteran Peer Specialist** (June 2010-Jul 2013). Responsible for direct services for veterans and family members in/around Charlottesville, connection to supportive services, peer support, peer-facilitated support groups, behavioral health services (where applicable), and financial assistance as available. Additional responsibility: training, presentations, regional outreach.
- **Fluvanna Review/Combat Journalist & Writer** (Jul 2009-Jun 2010)  
**Weekly columnist** focusing on pro-troop human interest: (Embedded with US troops in Iraq under USF-I and in Afghanistan under ISAF)
- **United States Marine Corps** (Feb 2003-Jul 2007)  
**Anti-Tank Guided Missileman** (TOW Gunner) (MOS 0352): Final rank: Sergeant (E-5). Final Billets: Convoy Operations Instructor, NCOIC for Course Development, 2<sup>nd</sup> MARDIV Training Center and Multinational Force West – Advanced Infantry Training Center (Habbaniyah, Iraq). Deployments in support of OIFs II, III, IV, V, and VI.

**CERTIFICATIONS**

- Project Management Professional (PMP®), Certified through Project Management Institute (PMI) (2018-present)
- EMT-Basic Certification (Virginia Dept. of Health and EMS – VDHEMS) (2008 to present)



# APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

## County of Fluvanna

Name: <b>Brian J. Miller</b>		Election <input type="checkbox"/> Columbia <input type="checkbox"/> Cunningham <input type="checkbox"/> Fork Union	
		District: <input checked="" type="checkbox"/> Palmyra <input type="checkbox"/> Rivanna <input type="checkbox"/> Other	
Mailing Address (including City, State, & ZIP) 122 Carriage Hill Road, Palmyra, VA 22963		Physical Address (if different)	
Years Lived in Fluvanna <b>9</b>	Cell Phone – preferred? [REDACTED]	Home Phone – preferred?	Email [REDACTED]
EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provide dates of education and experience.): Graduate of Fluvanna Leadership Development Program 2015 - BS Criminal Justice Administration/Management 2008-Current - Law Enforcement Officer (Virginia Beach Sheriff's Dept, University of Virginia Police Dept, Albemarle County Police Dept).			
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES:			
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates): 2008-Current - Calvary Chapel Fluvanna 2019-Current - Lake Monticello Volunteer Rescue Squad			
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY: Serve the County, be a part of the decision making process for county improvements. Increase and help current and future business development & growth in Fluvanna			
<p><b>Applicants are considered as vacancies occur and your application will be kept on file for three years.</b></p> <p>Fluvanna County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.</p> <p><b>Submit by email (<a href="mailto:clerk@fluvannacounty.org">clerk@fluvannacounty.org</a>) or mail to:</b>  <b>Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963</b></p> <p><b>By signing below you are indicating that you have read and understand the attached Fluvanna County BCC Attendance Policy and that you agree to abide by the Bylaws of any Board, Commission, or Committee to which you may be appointed.</b></p>			
Applicant's Signature <i>(Typing name below serves as digital signature)</i>		Date	

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

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

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

**Fluvanna County Board, Committee, and Commission Attendance Policy**

(Approved June 17, 2015)

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

Office Use Only		
Application Received On:	10/22/2020	Application Received By:
Acknowledgement Sent:		
Renewal Date:		Remarks:
Renewal Date:		
Renewal Date:		
Renewal Date:		



# APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

## County of Fluvanna

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

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

Name: <b>Catherine Tatro</b>	Election <input type="checkbox"/> Columbia <input checked="" type="checkbox"/> Cunningham <input type="checkbox"/> Fork Union District: <input type="checkbox"/> Palmyra <input type="checkbox"/> Rivanna <input type="checkbox"/> Other
EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provides dates of education and experience. You may also provide a resume/CV.): <b>See resume</b>	
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES: <b>See resume</b>	
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates): <b>See resume</b>	
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY: <b>I like to be involved where I am and now that Fluvanna is my home, I want to volunteer here for the betterment of my community.</b>	

### Fluvanna County Board, Committee, and Commission Attendance Policy

(Approved June 17, 2015)

1. BCC members shall attend at least two-thirds of all scheduled meetings in each calendar year while serving.
2. The Chairperson of the board, commission, or committee shall notify the Clerk to the Board of Supervisors of any absences exceeding this policy.
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**PLEASE INDICATE BELOW THE BOARDS, COMMISSIONS, OR COMMITTEES (BCC)  
ON WHICH YOU WISH TO SERVE.**

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

**Submit by email ([clerk@fluvannacounty.org](mailto:clerk@fluvannacounty.org)) or mail to:  
County of Fluvanna, Attention: Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963**

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

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

Applicant's Signature <i>(Typing name below serves as digital signature)</i>		Date	
Catherine M Tatro (from file)		04/28/2022	
Mailing Address (including City, State, & ZIP)		Physical Address (if different)	
33 Oak Grove Road, Palmyra, VA 22963			
Years Lived in Fluvanna	Phone #	Alternate Phone #	Email Address
2			
<b>Office Use Only</b>			
Application Received On:	04/28/2022	Application Received By:	
Acknowledgement Sent:	04/29/2022	Leontyne Peck	
Renewal Date:		Remarks:	
Renewal Date:			
Renewal Date:			
Renewal Date:			

## CATHERINE M. TATRO

33 Oak Grove Rd Palmyra, VA 22963

*Currently in FLDP class –completion May 2022*

*Member, Arts in Fluvanna Studio Tour Committee*

**GUARDIAN ad LITEM, Circuit 7 Court** Volusia County, FL 2016-2020

Court - appointed child advocate in Florida system; Child visits, research and reports, and testimony to the court.

**ARTS BOARD**, Hernando County, 2006-2007

**SCHOOL BOARDS: Charter school - 1996 and Private school 1998-2003.** Both in Grand Rapids MI

## WORK HISTORY

**PERSONAL BANKER, Suntrust Bank**

Ormond Beach, New Smyrna Beach, FL 2014-2016 retired

Conducted effective consultative client conversations and provided financial solutions to meet the client needs.

- 2014 results: finished in top 10% of personal bankers in Central FL Division.  
Received Gold Performance Excellence Award
- 2015 results: 130% to goal at year end

**SALES MANAGER, Gallagher Promotional Products**

Longwood, FL 2010-2013

Managed day to day activities of the Sales Dept, selling to automobile dealerships in U.S. and international, as well as a wide range of promotional products to a variety of business verticals.

- Led a team of 16 sales professionals that averaged a 17% monthly increase in sales during my tenure, with 44% fewer new industry leads. Sales growth every year by deepening relationships.
- Developed training manual, materials and training modules using Word and Powerpoint.
- Conducted initial and ongoing training; and coaching of sales and customer service staff.
- Established sales process procedures. Working with IT staff, developed criteria and implemented the sales processes within SAP Business One software.
- Created and managed budget and annual goals in Excel; creating sales strategies; creating and and sales contests.

**SALES MANAGER/ IT SALES, Cyrious Software, Inc.**

Ocoee, FL, 2007-2010

Sales Manager, of both an inside and remote sales team selling an industry-specific, custom software solution sold in an international market.

- Worked international trade shows
- Working with Marketing staff, developed marketing plans, writing copy and developing market segment plans

- Sales grew every year and outpaced the industry.
- Resolution of customer problems in B2B environment; managed customer base in the sign and graphics vertical.
- Trained using Sandler Institute training for uncovering needs; and consultative selling approach. Product presentations were made over the internet.
- Created training materials for online resources.
- Maintained own sales activity as individual contributor; accomplished personal sales increases 22-34% annually.

### **EXECUTIVE DIRECTOR, American Heart Association**

*Nature Coast and Citrus Divisions, FL, 2003-2007*

Re-established organization's presence in a 3-county area primarily focused on fundraising and marketing the organization's mission. Recruited widespread community support from hospital CEOs, cardiologists, business leaders, county commissioners, sheriffs and state legislators

- Recruited 3 future years of high level volunteer chairmanship for major fundraising event, a first in the affiliate.
- Resolved major conflicts from local community leaders and volunteers resulting from recent organization restructuring, to regain and expand their support of the overall organization.
- Accomplished increases in revenue in assigned fundraising events.
- Sold major event sponsorship (first of its kind in affiliate) for walk event that netted event revenue increase of 19%.
- Increased Heart Ball event revenue 31%.

### **EXECUTIVE DIRECTOR, March of Dimes**

*Greater Michigan Chapter, 1996-2003*

Day to day management of a 55-county chapter, facilitating a link between region/national offices and chapter volunteers and staff, to carry out Foundation objectives for fundraising and mission awareness.

- Recruited, trained, and motivated staff of 29 employees, in six field offices.
- Received Team Awards two consecutive years, and fundraising awards for selected events.
- Improved fundraising profitability and increased special event revenue by 74% over five years, while minimizing event expenses.
- Established and monitored budgets to ensure funds went back to the national office programs.
- Developed and presented training programs, annual conference and workshops for staff and volunteer development.
- Negotiated leases for buildings and equipment; planned new office build-outs.
- Served as media spokesperson, conducting press conferences, and media events.
- *Other position also held: Director of Special Events and Communications, 1996*

## **EDUCATION**

Aquinas College, Grand Rapids, MI Associates Degree, 1994    Emphasis: Business Communications

Other course work, Davenport College, Grand Rapids, MI

## **OTHER PROFESSIONAL SKILLS and TRAINING**

Advanced skills MS Office including spreadsheets; Persuasive Selling Skills, Sales Coaching, David Sandler President's Club, Influencing Others, Situational Leadership-Facilitator, Consultative Selling Skills, Team Strength (Strengths Finder) Management Training.



# APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

## County of Fluvanna

Name: <b>Edna Claressa Harris</b>		Election <input type="checkbox"/> Columbia <input type="checkbox"/> Cunningham <input type="checkbox"/> Fork Union	
		District: <input checked="" type="checkbox"/> Palmyra <input type="checkbox"/> Rivanna <input type="checkbox"/> Other	
Mailing Address (including City, State, & ZIP) 2 Holly Circle Palmyra, VA 22963		Physical Address (if different)	
Years Lived in Fluvanna <b>6</b>	Cell Phone – preferred? [REDACTED]	Home Phone – preferred?	Email [REDACTED]
EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provide dates of education and experience.): 05/2010 University of Phoenix, 12/2006 Averett University, Glendale, Arizona Danville, VA Master of Education, Master of Education, Reading Administration and Supervision Specialist 05/2004 Old Dominion University, 05/1991 Saint Paul's College, Norfolk, VA Lawrenceville, VA Endorsement in Specific Learning Disabilities BA Sociology			
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES: I currently serve on the Habitat for Humanity Selection committee for Fluvanna County, I am also a participant in the Fluvanna Leadership Development Program. I served on the Gang Violence Task Force in Danville, VA			
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates): I am a member of Alpha Kappa Alpha Sorority, Inc. 1989-present A lifetime member of New Fork Baptist Church 1980-present Delta Kappa Gamma Honor Society 2007-Present			
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY: I would like to put forth the knowledge I have acquired in regards to education, leadership, and families towards assisting on community boards in my hometown of Fluvanna County.			
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Applicant's Signature <b>Edna Claressa Harris (from file)</b>		Date <b>9/26/19</b>	

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

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

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

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6. This requirement shall apply to all boards, commissions, or committees listed on the attached application form, provided however, that if State or County Ordinance addresses attendance requirements in an alternative manner, such law shall prevail.

Office Use Only	
Application Received On: 9/26/2019	Application Received By: Caitlin Solis
Acknowledgement Sent:	
Renewal Date:	Remarks:
Renewal Date:	
Renewal Date:	
Renewal Date:	

Edna C. Harris  
2 Holly Circle



### **Professional Profile**

- Student-centered educator with experience that spans both special education and inclusive classrooms as well as one-on-one settings, and leadership administrative experience
- Deeply committed to optimizing student success, learning outcomes for preK-12<sup>th</sup> grade learners
- Creative and resourceful in adapting instructional strategies to meet unique student needs. Design positive approaches and proactive interventions advancing learner engagement; academic achievement; cognitive development; and social, behavioral and communication improvements.
- Strong leadership abilities to observe, plan, and assess best practices to modify instruction, for multicultural classes with multi levels of abilities, and motivate unmotivated learners.
- Lobbyist and advocate for criminal justice reform-First Step Act and Compassionate Release

### **Education**

**05/2010 University of Phoenix,  
Glendale, Arizona**  
Master of Education,  
Administration and Supervision

**12/2006 Averett University,  
Danville, VA**  
Master of Education, Reading  
Specialist

**05/2004 Old Dominion University,  
Norfolk, VA**  
Endorsement in Specific Learning Disabilities

**05/1991 Saint Paul's College,  
Lawrenceville, VA**  
BA Sociology

## **Professional Experience**

**English Instructor**-University of Virginia-Upward Bound, Charlottesville, VA September 2018-Present

I facilitate English instruction for students in grades 10th-12th during Saturday sessions. The students receive support in Standards of Learning, tutoring, college essay writing and college application process, I also assist students in meeting their goals and objectives as outlined in their Individual Education Plans (IEP), and test taking strategies. Currently, I serve students from 11 local high schools. My goal is to ensure their success in and completing a post-secondary education and improving their quality of life and support their efforts to matriculate into a college of their choice through the provision of instruction, tutorial services, and social/academic enrichment activities.

**Title 1 Reading Specialist Buford Middle School, Charlottesville, VA**  
2017-Present

- Work with students who have reading deficiencies
- Work collaboratively with classroom teachers
- Identify reading difficulties in students and provide instruction to effectively address areas of difficulty
- Prepare and deliver instruction appropriate to students in Tier 2
- Complete quarterly data reports monitoring student progress in English
- Present professional learning to staff

**Special Education English Collaborative Teacher grades 8-12 Fluvanna County High School.**  
Palmyra, VA 2014-2017

- Utilize instructional management systems that increase student learning and Maximize time on task
- Develop and implement Individual Educational Plans according to regulations
- Monitor student progress towards achieving goals on the IEP's
- Communicate effectively within the educational community and with parents on a regular basis
- Co-Teach in a collaborative classroom setting

**Title 1 Reading Specialist Clark Elementary School, Charlottesville, VA  
2013**

- Work with students who have reading deficiencies
- Work collaboratively with classroom teachers, administrators
- Identify reading difficulties in students and provide instruction to effectively address areas of difficulty
- Develop parent involvement activities for families
- Prepare and deliver instruction appropriate to students in accordance with Federal, Division, and State guidelines
- Complete 9 weeks data reports monitoring student progress in content areas
- Work collaboratively with Title 1 staff

**F.A.S.T, IEP Team, and Autism Specialist** Danville Public Schools, Central Office-Office of Exceptional Children, Danville, VA 2011-2013

Conduct parent, student, teacher, and agency interviews. Initiate and finalize paperwork related to FAST placements. Actively participate in the Individualized Education Plan process, address regulations and procedural matters, monitor compliance, audit IEP's for grades preschool-12<sup>th</sup> grade, and serve as a resource and support for personnel working with students with Autism. Assistant to the Director of the Office of Exceptional Children. Comprehensive Service Act (CSA) contact person, develop Individual Family Services Plan (IFSP), serve as a liaison between the community and the school division to develop partnerships to meet the needs of students, parents, staff and community, private day school IEP process and compliance monitoring, and Truancy court representative

**School Testing Coordinator** Danville Public Schools, Danville, VA 2007-2013

As a School Testing Coordinator (STC) I serve as the point of contact between the school and the DDOT. I maintain the security of test materials, implement SOL test procedures, and providing appropriate training for Examiners, Proctors, and other school personnel involved in the test administration. Read all test administration materials, and inform school staff of testing policies, guidelines, and procedures

**Mentor** Danville Public Schools, Danville, VA 2005-2013



Offer counsel, provide information, interpret district, state, federal and/or school level policies and practice, serve as a role model, provide support for developing course content, model direct teaching instruction, and act as an advisor to mentees.

**Site Facilitator, Kindergarten Readiness Summer Camp** Danville Public Schools, Danville, VA/Smart Beginnings, Danville, VA June 2011-July 2011

- Supervised all aspects of the summer kindergarten readiness summer camp including instruction, discipline, and assessments
- Developed supervision plans for buses, breakfast, arrival and dismissal
- Completed reports including attendance, discipline, and student achievement

**Lead Tutor/Site Facilitator** Total Tutors afterschool program G.L.H. Johnson School, Danville, VA December 2010-April 2011

- Create rosters
- Assign teachers to tutor for afterschool program
- Coordinate transportation with the SES provider
- Report data on pre and post assessments
- Complete reports for attendance, student achievement, and payroll
- Manage office and student dismissal

**Title 1 Reading Specialist G.L.H. Johnson** School, Danville, VA  
2007-2011

- Work with students who have reading deficiencies
- Work collaboratively with classroom teachers
- Identify reading difficulties in students and provide instruction to effectively address areas of difficulty
- Develop parent involvement activities for families
- Prepare and deliver instruction appropriate to students in accordance with Federal, Division, and State guidelines
- Complete 9 weeks data reports monitoring student progress in content areas
- Work collaboratively with Title 1 staff

**School Webmaster** Danville Public Schools, Danville, VA 2007-2011

Developed the school website, maintained and updated information, complied with the Danville Public Schools district Acceptable Use Policy

**Special Education Resource/Inclusion Teacher grades K-5** Danville Public Schools, Danville, VA  
1999-2007

- Utilize instructional management systems that increase student learning and Maximize time on task
- Develop and implement Individual Educational Plans according to regulations
- Monitor student progress towards achieving goals on the IEP's
- Communicate effectively within the educational community and with parents on a regular basis
- Maintain and upgrade professional skills
- Perform other job related duties as assigned by the Principal, Special Education Director and Assistant Director

**Bridges Specialist** Grove Park School, Danville, VA 2003-2006

As a Bridges Lab Specialist I assessed the 26 cognitive abilities and 11 perceptual skills including attention, memory, verbal comprehension, visual sequencing, and auditory sequencing. In the Bridges program, I utilized activities that developed visual, auditory and sensory processing skills to improve students' attention, concentration, focus, phonemic awareness, sequencing, spatial awareness, fine and gross motor coordination

**Elementary School Teacher** Glenwood Elementary School Danville, VA 1997-1999

- Concentration in 4<sup>th</sup> grade
- Plan, instruct and assess student performance in all core subject areas
- Interpret data from assessments and apply them to instruction
- Collaborate with parents, grade level teachers and Success For All Coordinator in tracking students progress

**Parent Resource Center Coordinator** Danville Public Schools, Danville VA 1993-1996

I made home visits to families of Title I students and facilitated workshops utilizing the Parents as Teachers model. Home visits and workshops focused on assisting and modeling strategies for parents to work with their children in becoming stronger learners, while increasing parent-child

interaction, and knowledge of early childhood development and promote positive parenting. I also collaborated with another teacher in developing the Kindergarten Screening Assessment for Danville Public Schools.

## References

Eric Johnson, Principal  
Hospital Education  
434-924-2658  
[Johnsoe1@charlottesvilleschools.org](mailto:Johnsoe1@charlottesvilleschools.org)

Mozell Booker  
434-842-3311  
[mhbooker@mindspring.com](mailto:mhbooker@mindspring.com)

India Brandon  
301-318-5654  
[indiabrandon24@gmail.com](mailto:indiabrandon24@gmail.com)



# APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

## County of Fluvanna

Name: <b>Jeffrey Brunk</b>		Election <input checked="" type="checkbox"/> Columbia <input type="checkbox"/> Cunningham <input type="checkbox"/> Fork Union	
		District: <input type="checkbox"/> Palmyra <input type="checkbox"/> Rivanna <input type="checkbox"/> Other	
Mailing Address (including City, State, & ZIP) 308 Scenic River Drive, Columbia, VA		Physical Address (if different)	
Years Lived in Fluvanna <b>1.5</b>	Cell Phone – preferred? [REDACTED]	Home Phone – preferred?	Email [REDACTED]
EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provides dates of education and experience.): Randolph Technical College - class of 1985, Commercial Graphics Appalachian State University- 1986-1987 30 years outside sales experience (both as representative and manager for national and international organizations) Art and production director for Winston Cup Scene (NASCAR), Baseball America Usui Reiki Master and Shamanic Practitioner			
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES: Nothing relevant			
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates): In the past - Stephen Minister, pastor-parish committee, Walk to Emmaus, choir. Currently ordained as minister			
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY: Betterment of community and expansion of Fluvanna historic preservation Resume, education, etc. (optional): Boards, Commissions, Committees:			
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Applicant's Signature <b>Jeffrey Brunk</b>		Date <b>5-24-2021</b>	

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

X	Board, Commission, Committee
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	Fork Union Sanitary District (FUSD) Advisory Committee
	James River Water Authority (JRWA)
	JAUNT Board

X	Board, Commission, Committee (cont.)
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	Palmyra Area Revitalization Committee (PARC)
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	Planning Commission
	Region Ten Community Services Board
	Rivanna River Basin Commission
	Social Services Board
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	Thomas Jefferson Water Resources Protection Foundation
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	OTHER:

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(Approved June 17, 2015)

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

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



# APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

## County of Fluvanna

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

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

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

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

**Fluvanna County Board, Committee, and Commission Attendance Policy**

(Approved June 17, 2015)

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<b>Office Use Only</b>		
Application Received On:	06/17/2019	Application Received By: Caitlin Solis
Acknowledgement Sent:		
Renewal Date:		Remarks:
Renewal Date:		
Renewal Date:		
Renewal Date:		

**EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provides dates of education and experience.):**

A graduate of Sweet Briar College ('74, BA in Government), I have more than 35 years of public service at the state and federal levels, and am recognized for my expertise and experience in senior and highly visible leadership positions in cultural and natural resources policy, planning, protection, and program development and management. This has included representation and advocacy before Congress and many federal agencies, the Va. General Assembly, and with the public, since as long ago as 1995. My work has always required a strong ability to work with other agencies and stakeholders to develop consensus and cooperation. Now formally retired from the State as of October '16, in late '13 my reputation lead to being recruited by General Assembly leaders to shift from the executive branch (where I had served since Feb. '94) to the legislative branch to serve as Curator of the Internationally significance Thomas Jefferson-designed Virginia State Capitol, and the surrounding Capitol Square historic urban park and its important objects. I was recruited at that critical time in order to provide the needed expertise and leadership during a period of great change involving new building projects on the Square, the comprehensive renovation/rehabilitation of existing historic buildings bounding the Square, the restoration of the designed historic landscape in advance of its 200th anniversary, and an enhanced focus on public educational programming at the Seat of Government in advance of the 400th anniversary of the Virginia General Assembly as America's first elected legislative body. While I had loved my work as an agency official in the executive branch and had no thoughts of leaving, the opportunity to put my mark on the Capitol and Capitol Square as a preservationist (and as I began to near retirement), was exciting. Prior to this shift, I served for 13 years (June 2000-Nov. '13) as Director of the Virginia Department of Historic Resources and State Historic Preservation Officer for the Commonwealth through a succession of Governors of both parties. In this capacity, I managed and developed a large staff and a complex statewide program of land and landmark preservation and protection, recognition, grant-making, public history-based education, and community economic development through restoration and renewal activities focused on the adaptive reuse of historic building stock and the development of heritage tourism. From Dec. '95-June 2000, I was deputy director of the Department and the its chief legislative, policy, and planning official. In this capacity, I worked with the director and Oprogram staff, and was the liaison with the Governor's policy office, the Attorney General, other agencies, and the legislature. I also served as public information official and media spokesperson. From Feb. '94-Dec.'95, I worked in the Governor's cabinet as a Policy and Legislative Assistant for Natural Resources. My portfolio of agencies and issues included, parks and recreation, game and both inland and marine fisheries, historic resources, and natural history. During this period, I proposed to the then-governor and got through legislative enactment a generous State Historic Rehabilitation Tax Credit Program to provide incentives for private reinvestment in historic buildings. I shifted then to the Department of Historic Resources to stand that program up as an immediate priority as Deputy Director. My federal work includes five years ('88-'93) with the Department of Interior as Senior Special Assistant in the Office of the Secretary of Interior advising on policy, management and budget issues across the department and its wide range of environmental issues and programs. I was assigned to head up several high profile task forces and initiatives during this time, including: proposing and helping to initiate a nation-wide survey and assessment of Civil War Battlefield Sites in order to improve preservation efforts; standing up the department's first-ever on-line inventory of its massive collections of art and artifacts; a substantial performance assessment and reorganization; staffed the Endangered Species Committee; assessed the Department's Museum; and handled confirmation hearings for assistant secretaries. From '84-'89, I was a Presidential appointee and Senate confirmed member of the National Council on the Humanities to provide oversight to NEH and its grant-making in particular. I served as Chairman of General Programs, the program that provided grants to museums, historical societies, libraries, and radio and TV. From '81-88 I was publisher of the Yale Literary Magazine and President of the American Literary Society.

**CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES:**

I currently serve as: a Governor's appointee on the Citizens Advisory Council on Furnishing and Interpreting the Virginia Executive Mansion; a Director and Vice President of the Journey Through Hallowed Ground Partnership, a Congressionally designated multi-state Natural Heritage Area that is a consortium of museums and historic sites from Monticello to Gettysburg that promotes and provides history-based and civics education utilizing the resources on the



ground, preservation support and advocacy, and sustainable economic opportunity through heritage tourism; Vice President of Scenic Virginia, a statewide advocacy and educational organization dedicated to preserve and protect the Commonwealth's scenic resources and character; Trustee, the Branch Museum of Architecture and Design, chair of the Restoration Committee, and member of the Governance Committee; member of the Governance Committee of the Association for the Preservation of Virginia Antiquities/Preservation Virginia; Chairman of Sweet Briar College's Preservation Committee (tapped by the college president) to assess and guide the rehabilitation of the college's historic campus; member of the Board of Directors of the U.S. Commission on Sites and Monuments, an international educational and technical assistance Program of UNESCO in support of World Heritage Sites.

Prior Boards/Commissions/or Committees include: Trustee and Governor's Representative to the Shenandoah National Battlefield Foundation; National Advisory Board (by Presidential appointment) to the John Smith Water Trail, a national scenic and historic trail centered on and around the Chesapeake and its tributaries, to form linkages, public and recreational programming opportunities, and preservation activities within the trail area; National Advisory board (by Secretary of Interior appointment) to the Star Spangled Banner National Historic Trail to form and promote programs and to educate about the War of 1812 during its bicentennial; Appointed by the Secretary of Interior to a task force to review, assess, and recommend revisions to the federal Rehabilitation Tax Credit Program, and a similar task force to examine federal agencies' management of the nation's cultural resources programs; Member of the Virginia Governor's Performance Management advisory team; Member of the Governor's public service recognition task force; Chairman of the Preservation Advisory Committee at Fort Monroe to provide appropriate treatment standards, technical guidance and planning, and preservation oversight as this former Army base was closed and privatized; State task force to study and make recommendations concerning Confederate memorials and statues; etc.

**CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates):**

- I have been a member of the Daughters of the American Revolution since the early 80's, and in 2014 transferred membership to the Commonwealth Chapter in Richmond for which I have served as History Chairman (writing articles for the newsletter, arranging history events, keynote speaker, etc.). I currently serve as Public Service Chairman to manage a program of recognizing outstanding public service in the community.
- I have been a member of the Colonial Dames of America, Chapter XXIII (Virginia chapter) since at least (?) 2002, and I have organized tours and lectures for the Dames and served as a speaker.
- I have been for a couple of years and am currently involved in the Goochland County (my former home) Pet Lovers' ongoing efforts to build a new, state of the art animal shelter. I have served as requested as a keynote speaker at fundraising events and contribute to the effort financially.
- During my residency in Goochland since 1993, I have regularly supported clothing and food drives and social needs programs offered by the local NGO, fire and rescue, and served a speaker for the Chamber.
- In 2018 when I moved here, I joined Bethel Baptist Church in Palmyra.
- I signed up in 2018 and completed the Fluvanna Leadership Development Program. As a result of being exposed to the work of PARC in a session of the FLDP, since January of '19, I have been a volunteer resources to PARC providing research, writing, and editing to this group.
- I donated to the Historical Society to sponsor a bench in memory of my parents that is now in place in the park at the courthouse.



# APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

## County of Fluvanna

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Name: <b>Peggy Shanklin</b>	Election <input type="checkbox"/> Columbia <input type="checkbox"/> Cunningham <input type="checkbox"/> Fork Union District: <input checked="" type="checkbox"/> Palmyra <input type="checkbox"/> Rivanna <input type="checkbox"/> Other
EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provides dates of education and experience. You may also provide a resume/CV.): <b>Realtor 2021</b> <b>Pristine Clean &amp; Domestic Care, LLc 2006-2021 Owner</b> <b>Adelphia Cable Business to Business Sales Executive 2003-2004</b> <b>Sprint Sales Executive 1999-2003</b> <b>Value America Vendor Relations Specialist 1997-1999</b>	
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES: Communications and Marketing @ Lake Monticello Current Communications and Marketing Your Fluvanna Women In Business Current Communications and Marketing Fluvanna Farmer's Market Current Lake Monticello Tennis and Pickleball Committee Parents At Lake Monticello (PALM) Lake Monticello Parents many more	
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates): <b>Rotary-member 2021</b> <b>Lions-associate member 2006-2008</b> <b>PAC-(Parents at Carysbrook) 2008-2009</b>	
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY: <b>I love my county and I am someone who wants to serve and get things done for the greater good of the community. I now have the time needed to make a difference and serve.</b>	

### Fluvanna County Board, Committee, and Commission Attendance Policy

(Approved June 17, 2015)

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

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

<p><b>Submit by email (<a href="mailto:clerk@fluvannacounty.org">clerk@fluvannacounty.org</a>) or mail to:</b>  <b>County of Fluvanna, Attention: Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963</b></p> <p>By signing below you are indicating that you have read and understand the Fluvanna County BCC Attendance Policy and that you agree to abide by the Bylaws of any Board, Commission, or Committee to which you may be appointed.</p> <p>In accordance with Virginia Code §2.2-3705.1, by submitting this application, it is presumed that you are providing your personal contact information to be used for communicating with the County, and unless otherwise indicated by you, your personal contact information will not be shared publicly.</p>			
Applicant's Signature <i>(Typing name below serves as digital signature)</i>		Date	
Peggy Shanklin (from file)		2-24-2022	
Mailing Address (including City, State, & ZIP)		Physical Address (if different)	
865 Jefferson Drive Lake Monticello, VA 22963			
Years Lived in Fluvanna	Phone #	Alternate Phone #	Email Address
21	[REDACTED]		[REDACTED]
<b>Office Use Only</b>			
Application Received On:	2-25-2022	Application Received By:	
Acknowledgement Sent:			
Renewal Date:		Remarks:	
Renewal Date:			
Renewal Date:			
Renewal Date:			

**Peggy A. Shanklin  
865 Jefferson Drive  
Palmyra, VA 22963**

## **Objective**

To serve my community in a capacity that best suits my experience, drive, talent, and personality

## **Experience**

### **2021-Current**

- Earned Gold Level of selling in Brokerage 1<sup>st</sup> year
- Well known for marketing and advertising talent
- Voted 2<sup>nd</sup> Favorite Realtor by Rural Va.
- Earned several designations and close to completing GRI

### **2007-2021**

- Built Pristine Clean & Domestic Care, LLC
- Proud to be a top service provider in the area.
- Over 16 employees and A+ BBB rating

### **2003-2007 Betsy Gunnels Realtor Assistant**

- Handled all advertising media, including websites and paper media.
- Communicated with sellers the details of weekly changes.
- Processed reports, found solutions to problems, kept the Realtor apprised of changes.

### **2000-2003 Sprint Sales/Customer Care**

- Communicated with customers to establish or modify communication services.
- Marketed and sold new technological equipment and services.
- Exceeded sales quotas on a consistent basis (average of 145% monthly).
- Processed debit and credit adjustment vouchers for accounts.
- Received inquiries, requests and complaints, meeting each with resolution.

### **1999-2000 Value America Vendor Relations Administrator**

- Assigned various vendors, including Compaq Retail, a major vendor, and up to twenty-seven other vendors
- Ensure all orders were sent and received by the supplier on a daily basis utilizing EDI transmissions, SAP, Seibel, and Excel Spreadsheets.
- Maintained close contact with Merchandisers, Presentation Marketing and Product Changers to ensure store updates were implemented correctly and expediently.
- Ensured all orders were shipped within the allowed time frame. Updated tracking information and kept a clean Aging Report.
- Communicated with members in backordered, delayed, or sold out situations.

## **Skills:**

**Proficient with Excel and Word. Experienced with Outlook, Imaging, Seibel, SAP, Spice, EDI, and other company specific programs.**

**Outside Interests:**

**Pickleball, mentoring and coaching, reading, health and fitness**

**Education:**

**PVCC ongoing, heading for Business Administration**

**Valley Vo-Tech CNA Certificate**

**Nash Community College Management Training**

**CAAR Real Estate**

**NAR and VAR**



# APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

## County of Fluvanna

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

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

Name: <b>Brittany Gray</b>	Election <input type="checkbox"/> Columbia <input type="checkbox"/> Cunningham <input type="checkbox"/> Fork Union District: <input checked="" type="checkbox"/> Palmyra <input type="checkbox"/> Rivanna <input type="checkbox"/> Other
EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provides dates of education and experience. You may also provide a resume/CV.): Licensed Realtor for 7 years, pre-law student with Liberty University	
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES: None listed	
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates): None Listed	
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY: A local resident of 25 years and studying land and legal development in college, I would love to use my background and passion for the law to be in a position to benefit my community.	

**Fluvanna County Board, Committee, and Commission Attendance Policy**

(Approved June 17, 2015)

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

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

**Submit by email ([clerk@fluvannacounty.org](mailto:clerk@fluvannacounty.org)) or mail to:**

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

Applicant's Signature <i>(Typing name below serves as digital signature)</i> <b>Brittany Gray (From File)</b>		Date <b>January 12, 2022</b>	
Mailing Address (including City, State, & ZIP) <b>2 Watts Circle Palmyra, VA 22963</b>		Physical Address (if different)	
Years Lived in Fluvanna <b>25</b>	Phone # [REDACTED]	Alternate Phone #	Email Address [REDACTED]

**Office Use Only**

Application Received On:	<b>01-12-2022</b>	Application Received By:	<b>Leontyne Peck</b>
Acknowledgement Sent:	<b>01-12-2022</b>	Remarks:	
Renewal Date:			
Renewal Date:			
Renewal Date:			
Renewal Date:			



# APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

## County of Fluvanna

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Name: <b>Sandra Patterson</b>	Election: <input checked="" type="checkbox"/> Columbia <input type="checkbox"/> Cunningham <input type="checkbox"/> Fork Union District: <input type="checkbox"/> Palmyra <input type="checkbox"/> Rivanna <input type="checkbox"/> Other
EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provide dates of education and experience. You may also provide a resume/CV.): High school, some college credits. 2 in English. Hair Dresser (cosmetology) home health aide, admin assistant, data entry operator, payroll worker, security and record keeper	
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES: Parks and Recreation Board DSS Board	
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates): FLRD Member, NAACP Member, Friends of the Library Member, VIP Coordinator, Triad Coordinator, Evergreen Baptist Church Member	
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY: I want to serve the community by giving back and being an active member of society.	

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(Approved June 17, 2015)

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ON WHICH YOU WISH TO SERVE.**

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

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

Applicant's Signature <i>(Typing name below serves as digital signature)</i> <b>Sandra Patterson</b>		Date <b>3/24/2022</b>	
Mailing Address (including City, State, & ZIP) <b>39 Harris Lane Palmyra, VA 22963</b>		Physical Address (if different)	
Years Lived in Fluvanna <b>17</b>	Phone # [REDACTED]	Alternate Phone # [REDACTED]	Email Address [REDACTED]

**Office Use Only**

Application Received On:	<b>3-24-2022</b>	Application Received By:	<b>Leontyne Peck</b>
Acknowledgement Sent:		Remarks:	<b>Hand delivered.</b>
Renewal Date:			
Renewal Date:			
Renewal Date:			
Renewal Date:			



# APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

## County of Fluvanna

Name: <b>Jon Bishop Larson</b>		Election <input type="checkbox"/> Columbia <input type="checkbox"/> Cunningham <input checked="" type="checkbox"/> Fork Union	
		District: <input type="checkbox"/> Palmyra <input type="checkbox"/> Rivanna <input type="checkbox"/> Other	
Mailing Address (including City, State, & ZIP) P.O. Box 185 Fork Union, VA 23055		Physical Address (if different) 84 Arbor Lane # 5 Fork Union, VA 2055	
Years Lived in Fluvanna <b>4</b>	Cell Phone – preferred? [REDACTED]	Home Phone – preferred?	Email [REDACTED]
EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provides dates of education and experience.): B.S. University of Alabama - Sports Fitness Management *Resume also in folder			
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES: 8 year member of USA Swimming's National Disability Committee (2012-2020) 15+ year member of San Diego Swimming and Mid Atlantic Swimming (LSC's) Board of Directors in many various positions (1992-2017) Member of VISAA Swimming subcommittee on developing			
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates): member Fluvanna County Republican Committee (2020-current).			
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY: Very interest in helping maximize potential for recreational activities. I have always specialized in aquatic sports (30+ years) but also have experience with disabled athletes.			
<p><b>Applicants are considered as vacancies occur and your application will be kept on file for three years.</b></p> <p>Fluvanna County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.</p> <p><b>Submit by email (<a href="mailto:clerk@fluvannacounty.org">clerk@fluvannacounty.org</a>) or mail to:</b>  <b>Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963</b></p> <p><i>By signing below you are indicating that you have read and understand the attached Fluvanna County BCC Attendance Policy and that you agree to abide by the Bylaws of any Board, Commission, or Committee to which you may be appointed.</i></p>			
Applicant's Signature <b>Jon B. Larson</b>		Date <b>4-20-2021</b>	

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

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

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

**Fluvanna County Board, Committee, and Commission Attendance Policy**

(Approved June 17, 2015)

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

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

**Jon Larson**

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P.O. Box 185, Fork Union, VA 23055, [REDACTED]

**SUMMARY OF ACCOMPLISHMENTS****Swimming Coach/ Aquatic Director/ Program Coordinator**

- Over 30 years of coaching experience with a proven track record on improving athlete performance and building programs to a higher competitive level.
- Successful at establishing a positive, enriching environment for student-athletes of all ability levels including Olympic Trial qualifiers, Big 10 Conference Champions, National Age Group record holder, several PIAA State High School Champions, VISAA State Champion and a bronze medalist in the London Paralympics.
- Extensive experience in aquatic programming and pool management (Certified Pool Operator)
- Long-time active Board Member in local LSC (Local Swim Committee) and committee member of National USA Swimming committee.
- Qualified Meet Director for large USA Swimming invitationals as well as college and high school dual meets.

**EDUCATION**

University of Alabama •Tuscaloosa, Alabama

**B.S., Sports Fitness Management**

**WORK EXPERIENCE**

Fork Union Military Academy •Fork Union, VA

2017 to Present

**Aquatic Director/ Head Swim Coach**

- Schedule, design and implement all workouts throughout the entire school year. Coordinate the competition schedule with the Athletic Director.
- Oversee all activities and operations related to the Estes Aquatic Center including routine maintenance, operations and pool cleaning, Conduct and evaluate water testing. Order chemicals and pool supplies as needed. Arrange major maintenance with FUMA crew or outside vendors/contractors.
- Coordinate all rental groups, by updating contracts, scheduling time and ensuring building access prior to group, and that facility is secure after group.
- Supervise and coordinate diving coach and assistant coach to assure all training groups are covered.
- Attend all Virginia Swimming (USA Swimming LSC) meetings and act as a delegate to the National USAS Convention. Also attend all VISAA Swim meetings.
- Schedule hours for cadets and staff and ensure lifeguards are present. Provide proficiency tests for cadets.
- Produce an estimated yearly budget for the Aquatic Center and Swimming teams and work with the school CFO to assure budgets are being met.

Emmaus Aquatic Club • Emmaus, PA

2009 to 2017

**Head Swimming Coach/ CEO**

- Responsible for all aspects of the year-round USA Swimming program, including the hiring and supervising of all coaches, set training schedules, construct and run workouts for senior-level swimmers. Ensured that team website was current and accurate. Construct each season's meet schedule and compile all entries and submit to meet hosts.
- Administrated the pool management business by calculating bids, authoring contracts and facilitate communication with all property managers. Also, regularly tested water chemistry and added various chemicals to assure water balance.
- Oversee the EMAC facility (25m outdoor swim club). Manage all maintenance issues, assist with inspections, renovation projects and assist in grounds-keeping. Stock snack bar, order chemicals and assist with lifeguard training and scheduling.
- Responsible for designing policies and procedures for the SwimAmerica lesson program and ensure all needed resources were available to lesson coordinator.
- Reported to the Board of Directors on a monthly basis with all matters pertaining to EMAC at scheduled Board meetings.

Freedom High School • Bethlehem, PA

2013 to 2017

**Head Swimming Coach**

- Responsible for all activities which includes, coordinating workout and meet schedules with Athletic Director, hiring and supervising assistant coaches.
- Oversee team website and responsible for communications to all athletes and families.
- Construct and implement daily workouts as well as produce dual meet lineups and entries.
- Prepare facility for all hosted dual meets including all timing system computers, printers and hardware.
- Attend all school athletic functions including departmental, booster-club, parent board meetings as well as signing ceremonies and banquets.

Penn State University • University Park, PA

2006 to 2008

**Assistant Swimming Coach**

- Planned and directed daily workouts for the middle-distance training group, or implemented workouts as directed by Head Coach.
- Coordinated all travel for PSU Swimming including arranging flights, hotels, ground transportation, catered meals, dispersing per diem.
- Responsible for maintaining team database, submitting meet entries using Hy-Tek Team Manager.
- Assisted in recruitment of prospective student-athletes and coordinating campus visits.
- Assisted swim camps by coaching workouts, filming and analyzing technique and supervising campers 24 hours/day.

Penn State University • University Park, PA

11/1996 to 8/2006

**Pool Coordinator/Program Director**

- Acted as Assistant Aquatic Director for all matters pertaining to the facility.
- Responsible for directing all aquatic programs such as the year-round competitive program (Penn State Aquatics), Aquacise, Masters swimming, Diving and Lessons.
- Designed and implemented daily workouts for Senior-level swimmers in the age group training program. Supervised and scheduled coaches for younger training groups. Also, supervised aquacise instructors as well as hiring and overseeing lesson instructors.
- Acted as Meet Director for all Penn State varsity dual meets and invitationals as well as assisting in hosting the PIAA State High School Championships.

Big Cat Aquatics •State College, PA

1996 to 2006

### **Head Swimming Coach**

- Responsible for all activities associated with this year-round USA Swimming competitive team. Duties included designing each season's competitive schedule, work with facility managers, vendors, and the LSC to schedule meets.
- Attended all meets as well as scheduled assistant coaches for meets. Arranged all travel needs for team-travel meets.
- Acted as Meet Director for all hosted meets (college and club).
- Team included multiple Sectional Champions, Jr National, National and Olympic Trial qualifiers, PIAA State Champions and a National Age Group record holder.

University of Alabama •Tuscaloosa, AL

2/1986 to 6/1989

### **Assistant Swimming Coach**

- Responsible for designing and implementing daily workouts for middle distance training group.
- Assisted in recruiting of prospective student-athletes including coordinating on-campus recruit visits.
- Responsible for performing anthropometric measurements (blood lactate testing) and preparing reports for Head Coach

## **LICENSES AND CERTIFICATIONS**

Life-Member-Coach •USA Swimming

Coach Member •National Interscholastic Swimming Coaches Association

Lifeguard Instructor •American Red Cross •9/2019

Certified Pool Operator •National Swimming Pool Federation.

## **PROFESSIONAL AFFILIATIONS**

Member- National Disability Committee •USA Swimming •1/2013 to 12/2020

Member - Travel Fund and Tech Planning Committees •Middle Atlantic Swimming •2006 to 2017

Member- Technical Planning Committee •Eastern Zone Swimming •2014 to 2017

Chairman - Senior Committee •Middle Atlantic Swimming •2011 to 2017

Chairman - Age Group Committee •Middle Atlantic Swimming •2006 to 2008

## **HONORS AND AWARDS**

Athletics Hall of Fame Inductee •Freedom High School •Bethlehem, PA •2017

Coach of the Year •Middle Atlantic Swimming •New Castle, DE

Coach of The Year •San Diego/ Imperial Swimming •San Diego, CA

## **REFERENCES**

Available upon request





# APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

## County of Fluvanna

Name: <b>Nelson H Cook Jr</b>		Election <input checked="" type="checkbox"/> Columbia <input type="checkbox"/> Cunningham <input type="checkbox"/> Fork Union	
		District: <input type="checkbox"/> Palmyra <input type="checkbox"/> Rivanna <input type="checkbox"/> Other	
Mailing Address (including City, State, & ZIP) 5056 Venable Road Kents Store, VA 23084		Physical Address (if different)	
Years Lived in Fluvanna 1 Month	Cell Phone – preferred? [REDACTED]	Home Phone – preferred?	Email [REDACTED]
EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provide dates of education and experience.): Currently director of preconstruction for construction company in Richmond Past chief estimator in Seattle, WA (2010 to 2020) Past US Navy SeaBee (1992 to 1997)			
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES: Chairman of Junior Builders Exchange (Rochester, NY) 2006 to 2008			
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates): Deacon Board Chairman, Puyallup Community Baptist Church (2015 to 2019)			
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY: We are new to the county and I would like to serve our new community.			
<b>Applicants are considered as vacancies occur and your application will be kept on file for three years.</b> Fluvanna County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services. <b>Submit by email (<a href="mailto:clerk@fluvannacounty.org">clerk@fluvannacounty.org</a>) or mail to:</b> <b>Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963</b> <b>By signing below you are indicating that you have read and understand the attached Fluvanna County BCC Attendance Policy and that you agree to abide by the Bylaws of any Board, Commission, or Committee to which you may be appointed.</b>			
Applicant's Signature <i>(Typing name below serves as digital signature)</i>		Date <b>8/28/2020</b>	



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

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

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

**Fluvanna County Board, Committee, and Commission Attendance Policy**

(Approved June 17, 2015)

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

<b>Office Use Only</b>		
Application Received On:		Application Received By:
Acknowledgement Sent:		
Renewal Date:		Remarks:
Renewal Date:		
Renewal Date:		
Renewal Date:		

## NELSON H COOK JR, LEED AP, ASSOC DBIA

### PROFESSIONAL PROFILE

My experience has covered many delivery methods as well as project types. I have been responsible for management oversight as well as hands-on for all phases of a construction project estimate. Including coordinating estimators, subcontractors, and material vendors. I have a proven track record of ensuring estimates are completed on schedule and with accuracy.

- Excellent client facing skills to confirm goals are met and relationships maintained.
- Capable of effectively reviewing estimates for pricing, risks and take-offs.
- Diligent communication and coordination skills to allow for a total team “buy-in” approach during the preconstruction process.
- Exceptional ability in bid package development to reduce risk and provide complete analysis.
- Proven design management and leadership skills to safeguard all stakeholder’s needs.
- Skilled at assessing current training and processes to ensure continuous improvement of personnel and procedures.
- Ability to analyze subcontractor and supplier proposals for thorough and complete project approach.
- Demonstrated leadership in both the preconstruction process and business wide.

### PROFESSIONAL ACHIEVEMENTS

- Preconstruction Director leading team of 6 handling the preconstruction process for revenue greater than 300 million per year.
- Instituted project hand-off to ensure operations has complete and detailed information helping to ensure project goals are met.
- Established a historical cost data capture system to better predict project costs during client interactions and cost studies.
- Lead Estimator for progressive design build at International Arrivals Facility. Project measures over 500,000 sqft with a budget in excess of \$500,000,000.
- Awarded quarterly “Best Purchasing Process” for region while purchasing 16 trade packages with a value in excess of \$75,000,000.
- Standardized model-based take-off organization to allow for efficient evaluation of design changes allowing for quicker response and ability to better manage design decision process.
- Developed basis of design template for multi-family fixtures and finishes to allow for communicating level of quality to both subcontractors and client.
- Awarded 4.4 million in contracts from Aug ’13 to Aug ’14, an increase of over 200% from previous year.
- Built and maintained database thus reducing time expended for 2D take off by over 50%.
- Lead estimator for 135 million dollars negotiated GMP multifamily high rise.
- Lead estimator for reroofing project more than 900,000 sqft for major aerospace manufacturing company.
- Lead estimator for 14 million dollar negotiated GMP multifamily concrete/wood multifamily mid-rise construction.
- Standardized subcontractor “table sheets” to reduce tabulation and evaluation errors. Reduction was approximately 20%.

- SKILLS**
- Proficient in Sage 300 “Timberline” estimating software
  - Associate DBIA
  - LEED Accredited Professional
  - Highly skilled in digital take-off software including On-Screen Takeoff and PlanSwift
  - Administrator for Assemble Systems (model-based takeoff)
  - Proficient user of Autodesk BIM 360

**WORK HISTORY****DIRECTOR OF PRECONSTRUCTION, BREEDEN CONSTRUCTION, RICHMOND VA**

July 2020 - Present

**CHIEF ESTIMATOR, KATERRA/UEB BUILDERS, SEATTLE WA**

October 2018 – July 2020

**SENIOR ESTIMATOR, CLARK CONSTRUCTION GROUP, SEATTLE WA**

September 2015 – October 2018

**LEAD ESTIMATOR, ALUTIIQ LLC, TACOMA WA**

August 2013 – September 2015

**SENIOR ESTIMATOR, PCL CONSTRUCTION, BELLEVUE, WA**

January 2012 – August 2013

**SENIOR ESTIMATOR, ABSHER CONSTRUCTION, PUYALLUP, WA**

October 2010 – January 2012

**CHIEF ESTIMATOR, LECHASE CONSTRUCTION SERVICES LLC, ROCHESTER, NY**

January 1999 - October 2010

**PROJECT MANAGER / ESTIMATOR, ALLIED BUILDERS INC, BROCKPORT, NY**

January 1996 - January 1999

**ESTIMATOR, THE BELL CORPORATION, ROCHESTER, NY**

January 1992 - January 1996

**BUILDER, UNITED STATES NAVY, VARIOUS LOCATIONS**

January 1987 - January 1992

**EDUCATION****UNITED STATES NAVY “A” SCHOOL**Graduated technical school with a 3.8 evaluation and 3<sup>rd</sup> in a class of 60.**NORTH TONAWANDA HIGH SCHOOL**

High school diploma

**REFERENCES****AVAILABLE UPON REQUEST**



# APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

## County of Fluvanna

Name: <b>Raghvendra Singh</b>		Election <input type="checkbox"/> Columbia <input type="checkbox"/> Cunningham <input type="checkbox"/> Fork Union	
		District: <input type="checkbox"/> Palmyra <input checked="" type="checkbox"/> Rivanna <input type="checkbox"/> Other	
Mailing Address (including City, State, & ZIP) 5 Barkley Ln Palmyra, VA 22963		Physical Address (if different)	
Years Lived in Fluvanna 25	Cell Phone – preferred? 4342496748	Home Phone – preferred? [REDACTED]	Email [REDACTED]
EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provides dates of education and experience.): From 6/1989 through 4/2019 I have worked in US Department of Agriculture (Farmers Home Administration/ Farm Service Agency. I have worked from county office through national office, as assistant county supervisor, county supervisor, Farm Loan Manager and National Manager. I have implemented farm loan programs to many counties in New Jersey and Virginia including Fluvanna County. In national office I have implemented GIS program, Freedom to eFile act, and Government paper elimination act. Since 2001 through 2019, I was national manager for eAuthentication and eFile.			
Education: BS Honors Agriculture 1977 Kanpur University, UP India MBA 1986 University of New Haven, CT USA I have completed many government sponcers courecs related to management, Agriculture Development, Conservation and GIS			
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES: In US Department of Agriculture, I was member of many Committees including EEO, Stretigic Planning, E-Govenment Etc.			
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates): I advice agricultuere collages in education matters in India. I manage Kulbashkar Astram Degree Collage, Krish Sansar, Agriculture Graduate web sites to dissiminate ag information to public.			
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY: I have invested most of my life to serve public; I wan to couninue public servie to my home county.			
<p><b>Applicants are considered as vacancies occur and your application will be kept on file for three years.</b></p> <p>Fluvanna County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.</p> <p><b>Submit by email (<a href="mailto:clerk@fluvannacounty.org">clerk@fluvannacounty.org</a>) or mail to:</b>  <b>Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963</b></p> <p><b>By signing below you are indicating that you have read and understand the attached Fluvanna County BCC Attendance Policy and that you agree to abide by the Bylaws of any Board, Commission, or Committee to which you may be appointed.</b></p>			
Applicant's Signature <b>Raghvendra Singh</b>		Date <b>March 30, 2021</b>	

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

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

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

**Fluvanna County Board, Committee, and Commission Attendance Policy**

(Approved June 17, 2015)

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6. This requirement shall apply to all boards, commissions, or committees listed on the attached application form, provided however, that if State or County Ordinance addresses attendance requirements in an alternative manner, such law shall prevail.

<b>Office Use Only</b>		
Application Received On:		Application Received By:
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Renewal Date:		Remarks:
Renewal Date:		
Renewal Date:		
Renewal Date:		



# APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

## County of Fluvanna

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

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

Name: <b>Walter Hussey</b>	Election: <input checked="" type="checkbox"/> Columbia <input type="checkbox"/> Cunningham <input type="checkbox"/> Fork Union District: <input type="checkbox"/> Palmyra <input type="checkbox"/> Rivanna <input type="checkbox"/> Other
EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provide dates of education and experience. You may also provide a resume/CV.): BS in Physics and Math 1970 Certified Master Gardener (2013), Master Naturalist (2014), Charlottesville Area Tree Steward (2017) Deputy Chief Engineer, etc. NASA (2002- 2007) Engineering Director, Nuclear Submarines, etc US Navy (1986 - 2002)	
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES: Parks and Recreation Advisory Board	
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates): Fluvanna Master Gardeners (2014 - Present) Rivanna Master Naturalists (2015 - Present) Charlottesville Area Tree Stewards (2017 - Present) Cunningham UMC, Finance Chair (204 - Present)	
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY: Continue work begun in 2014 to make Pleasant Grove Park a Natural Experience for our citizens and visitors by advising Fluvanna Parks on nature programs and experiences including trails, wildlife meadows, hikes, summer activities, monthly hikes, etc	

### **Fluvanna County Board, Committee, and Commission Attendance Policy**

(Approved June 17, 2015)

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6. This requirement shall apply to all boards, commissions, or committees listed on the attached application form, provided however, that if State or County Ordinance addresses attendance requirements in an alternative manner, such law shall prevail.

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

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

**Submit by email ([clerk@fluvannacounty.org](mailto:clerk@fluvannacounty.org)) or mail to:  
County of Fluvanna, Attention: Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963**

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

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

Applicant's Signature <i>(Typing name below serves as digital signature)</i>		Date	
WDHussey		5-9-2022	
Mailing Address (including City, State, & ZIP)		Physical Address (if different)	
334 Bybee Estates Ln Palmyra, VA 22963			
Years Lived in Fluvanna	Phone #	Alternate Phone #	Email Address
10			
<b>Office Use Only</b>			
Application Received On:	5-9-2022	Application Received By:	
Acknowledgement Sent:	5-9-2022	Caitlin Solis	
Renewal Date:		Remarks:	
Renewal Date:			
Renewal Date:			
Renewal Date:			



# APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

## County of Fluvanna

Name: <b>Gene Ott</b>		Election <input type="checkbox"/> Columbia <input checked="" type="checkbox"/> Cunningham <input type="checkbox"/> Fork Union	
		District: <input type="checkbox"/> Palmyra <input type="checkbox"/> Rivanna <input type="checkbox"/> Other	
Mailing Address (including City, State, & ZIP) 212 VILLAGE BLVD PALMYRA VA 22963		Physical Address (if different)	
Years Lived in Fluvanna <b>25</b>	Cell Phone – preferred?	Home Phone – preferred?	Email
EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provides dates of education and experience.): See resume			
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES: Board Of Supervisors 2004 -2010, Chairman 2010; CPMT; Audit Committee; Emergency Service Director; County Finance Board; Transportation Safety Commission; Palmyra Wastewater Committee; Piedmont Work Force Council; Thomas Jefferson Planning Economic Development Committee; Water Committee			
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates): LOMA Finance Committee, Vice Chairman 1999-2003; Fluvanna Habitat For Humanity Board, five years; Fluvanna Calvary Chapel building committee and accountant; Contracting and supervising operations for Country Creek Way for acceptance into the VDOT road system as directed by the Fluvanna BOS; Coaching junior varsity football at the Covenant School.			
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY: Contribute to the operations of the county and use my experience wisely.			
<p><b>Applicants are considered as vacancies occur and your application will be kept on file for three years.</b></p> <p>Fluvanna County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.</p> <p><b>Submit by email (<a href="mailto:clerk@fluvannacounty.org">clerk@fluvannacounty.org</a>) or mail to:</b>  <b>Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963</b></p> <p><i>By signing below you are indicating that you have read and understand the attached Fluvanna County BCC Attendance Policy and that you agree to abide by the Bylaws of any Board, Commission, or Committee to which you may be appointed.</i></p>			
Applicant's Signature <b>Gene F. Ott (From file)</b>		Date <b>May 10, 2020</b>	



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

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

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

**Fluvanna County Board, Committee, and Commission Attendance Policy**

(Approved June 17, 2015)

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

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

Gene F. Ott  
243 Country Creek Way  
Palmyra, Virginia 22963  
[REDACTED]

### ACCOMPLISHMENTS

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

### PERSONAL STRENGTHS

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

### EDUCATION

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

### EMPLOYMENT

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

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

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

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

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

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

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



# APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

## County of Fluvanna

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

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

Name: <b>James H. Wilkin</b>	Election <input type="checkbox"/> Columbia <input checked="" type="checkbox"/> Cunningham <input type="checkbox"/> Fork Union District: <input type="checkbox"/> Palmyra <input type="checkbox"/> Rivanna <input type="checkbox"/> Other
EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provides dates of education and experience. You may also provide a resume/CV.): <b>See Resume</b>	
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES:	
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates):	
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY: I have always believed that it is important to be involved and to give back to the community in which I live. As I shared above, I have served on a wide range of community and governmental boards and committees in Pennsylvania. Shortly after my wife and I moved to Fluvanna County a neighbor encouraged us to enroll in the Fluvanna Leadership Development Program, which we did. We've learned a great deal about this wonderful county during the class presentations this year. In considering how I might become involved in my new community I recognize that my experience and training in social services could be valuable as a member of the Social Services Board. I have a strong passion for helping others and protecting children and vulnerable adults from abuse. I am pleased to submit my application for appointment to that board.	

### Fluvanna County Board, Committee, and Commission Attendance Policy

(Approved June 17, 2015)

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

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

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

**Submit by email ([clerk@fluvannacounty.org](mailto:clerk@fluvannacounty.org)) or mail to:**

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

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

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

Applicant's Signature <i>(Typing name below serves as digital signature)</i>		Date	
James H. Wilkins		04-06-2022	
Mailing Address (including City, State, & ZIP)		Physical Address (if different)	
23 Fleetwood Drive, Palmyra, VA 22963			
Years Lived in Fluvanna	Phone #	Alternate Phone #	Email Address
1	[REDACTED]		[REDACTED]

**Office Use Only**

Application Received On:	04-06-22	Application Received By:	Leontyne Peck
Acknowledgement Sent:	04-06-22		
Renewal Date:		Remarks:	
Renewal Date:			
Renewal Date:			
Renewal Date:			

James H. Wilkin

EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provide dates of education and experience.):

#### EMPLOYMENT

2011 – 2021 United Methodist Ordained Pastor

Bridesburg United Methodist Church, Philadelphia, PA (2011-2013)

Holmesburg United Methodist Church, Philadelphia, PA (2013-2015)

St. Philip's United Methodist Church, Philadelphia, PA (2013-2015)

Willistown United Methodist Church, Willistown, PA (2015-2021)

2005 – 2010 Eastern Pennsylvania Conference of the United Methodist Church

Director of Camping and Nurture Ministries

2001 - 2004 ServiceNet, Inc., Norristown, PA (A child welfare collaborative)

Executive Director

2000 – 2001 Hornby Zeller Associates, Portland, ME

Director of Qualitative Research

1997 – 2000 Bucks County Children & Youth Social Services Agency, Doylestown, PA

Executive Director

1988 – 1997 New Life Youth & Family Services, Harleysville, PA

Vice President/Client Services

1980 - 1988 Aydin Computer Systems, Horsham, PA

Program Manager

1975 - 1980 Presbyterian Children's Village, Rosemont, PA

Director of Youth Activities

1975 - 1977 Timothy School, Bryn Mawr, PA

Teacher/Assistant Administrator

#### EDUCATION

2012 Drew University School of Theology, Madison, NJ

Master of Divinity

1998 - 2000 University of Pennsylvania, Philadelphia, PA

Coursework in the M.S.W Program

1987 Temple University, Philadelphia, PA  
M.B.A. - Management

1974 Eastern College, St. David's, PA  
B.A. - Elementary Education

CURRENT OR PRIOR EXPERIENCE ON BOARDS/COMMISSIONS/COMMITTEES:

1991 - 1998 Member, Board of School Directors, Board President (1992 – 1994)  
Pennsbury School District, Fallsington, PA

1991-1998 Member, Parks and Recreation Board  
Falls Township, PA

1998-2000 Member, Juvenile Delinquency Prevention Task Force  
Bucks County, PA

2008-2020 Chair, Eastern PA Conference Safe Sanctuaries Committee  
Valley Forge, PA  
Responsible to develop policy and train churches in child abuse prevention

2005-2011 Member, United Methodist Metro Ministries Board  
Philadelphia, PA

CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups-please provide dates):

1996-2008 Chair, Church Council, Morrisville United Methodist Church  
Morrisville, PA

2008-2011 Member, Finance Committee, Morrisville United Methodist Church  
Morrisville, PA



# APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

## County of Fluvanna

Name: <b>Leslie Woodfolk</b>		Election <input type="checkbox"/> Columbia <input checked="" type="checkbox"/> Cunningham <input type="checkbox"/> Fork Union	
		District: <input type="checkbox"/> Palmyra <input type="checkbox"/> Rivanna <input type="checkbox"/> Other	
Mailing Address (including City, State, & ZIP) 362 Jefferson Drive Palmyra, VA 22963		Physical Address (if different)	
Years Lived in Fluvanna <b>52</b>	Cell Phone – preferred? [REDACTED]	Home Phone – preferred?	Email [REDACTED]
EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provides dates of education and experience.): General studies fluvanna county high school Piedmont community college Charlottesville va American national college Charlottesville va			
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES:			
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates): West Bottom Baptist Church-Usher/Sound Tech			
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY: I love my county and want to give back to the community and I would like to see more growth in the county. To give back to the community and to help people Achieve their goals in life.			
<p><b>Applicants are considered as vacancies occur and your application will be kept on file for three years.</b></p> <p>Fluvanna County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.</p> <p><b>Submit by email (<a href="mailto:clerk@fluvannacounty.org">clerk@fluvannacounty.org</a>) or mail to:</b>  <b>Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963</b></p> <p><i>By signing below you are indicating that you have read and understand the attached Fluvanna County BCC Attendance Policy and that you agree to abide by the Bylaws of any Board, Commission, or Committee to which you may be appointed.</i></p>			
Applicant's Signature <b>Leslie Woodfolk</b>		Date <b>4-20-2021</b>	



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

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

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

**Fluvanna County Board, Committee, and Commission Attendance Policy**

(Approved June 17, 2015)

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6. This requirement shall apply to all boards, commissions, or committees listed on the attached application form, provided however, that if State or County Ordinance addresses attendance requirements in an alternative manner, such law shall prevail.

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

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

**TAB H**

<b>MEETING DATE:</b>	June 15, 2022				
<b>AGENDA TITLE:</b>	Regional Transit Vision Plan – TJPDC				
<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>	Lucinda Shannon, Senior Regional Planner, TJPDC				
<b>RECOMMENDATION:</b>	N/A				
<b>TIMING:</b>	Routine				
<b>DISCUSSION:</b>	<p>The Regional Transit Vision Plan is a collaborative effort to evaluate and establish a clear long-term vision for transit service in the region. This is a public and stakeholder led effort to identify transit priorities and goals for the region.</p> <ul style="list-style-type: none"> <li>• Main Themes: <ul style="list-style-type: none"> <li>○ Equity – Expand opportunities for all residents and represents the needs of both the urban and rural communities</li> <li>○ Multi-modality – Reduce reliance on automobiles</li> <li>○ Climate Change – Help protect the environment</li> </ul> </li> </ul>				
<b>FISCAL IMPACT:</b>	N/A				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	Regional Transit Vision Plan presentation				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
					X





# Regional Transit Vision

**REGIONAL**

**TRANSIT**

**VISION**

FOR THE  
CHARLOTTESVILLE  
AREA

---

**Jurisdiction Update -  
Fluvanna County  
Board of Supervisors**

# Agenda

- **Background**
- **Brief discussion on Transit Vision Statement, Goals, and Objectives**
- **Vision Concepts**
- **Phase 2 Engagement Strategy**
- **Q/A**







# Regional Transit Vision for the Charlottesville Area

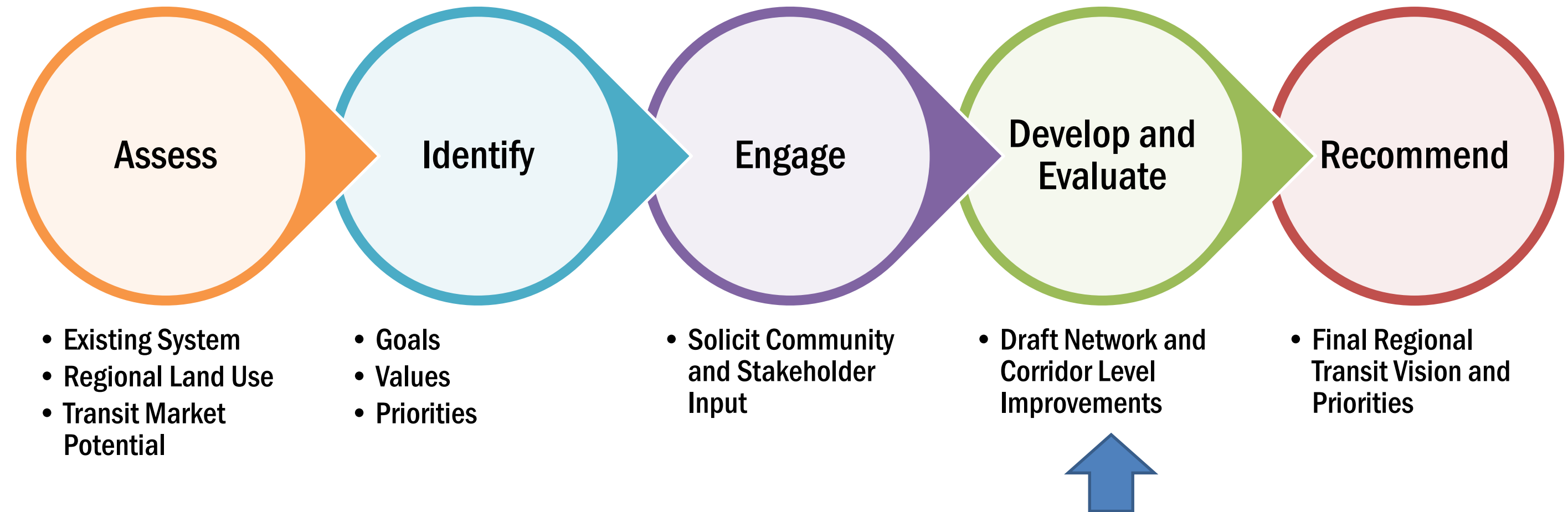
Thomas Jefferson Planning District Commission

## Background



# Project Overview/ Process

- Collaborative effort to evaluate and establish a clear long-term vision for transit service in the region
- Led by the TJPDC and funded in part by DRPT and the local jurisdictions
- Project Website: <http://www.tinyurl.com/transitvision>



# Transit Vision Vs. Transit Governance

## Transit Vision Study differs from the upcoming Transit Governance Study

- **Transit Vision Study** will conclude this summer, just as the **Transit Governance Study** commences
- Focus of the **Transit Vision Study** is potential improvements to the regional transit system
- Focus of the **Transit Governance Study** is how to pay for the service improvements recommended in the vision study—mechanism that can collect and disperse additional dedicated revenue for transit



# Vision Statement, Goals, Objectives, and Measures

- **Public and Stakeholder led effort to identify transit priorities and goals for the region.**
- **Main Themes:**
  - **Equity – Expand opportunities for all residents and represents the needs of both the urban and rural communities**
  - **Multi-modality – Reduce reliance on automobiles**
  - **Climate Change – Help protect the environment**
- **Proposed Vision Statement:**

**Develop, design, and provide transit in the Charlottesville area in a manner that reflects a collaborative, inclusive and equitable process, representing needs in both urban and rural areas. This transit system expands opportunities for all residents (Equity), reduces reliance on automobiles (Multi-modality), and helps protect the environment (Climate Change Mitigation).**



# Regional Transit Vision for the Charlottesville Area

Thomas Jefferson Planning District Commission

## Vision Concepts



# What are these concepts?

## Two Vision Concepts to show the range of transit expansion possibilities

### Constrained Vision

- For purposes of estimating a possible expanded network this concept assumes regional funding sources similar to the Central Virginia Transportation Authority
- Most of this regional funding goes to transit
- Assumes about \$26 million in regional funding for transit.
  - Assumes new regional dollars replace most local funding for transit
  - \$9.5 million from Federal and State funding
  - Total of \$35.5 million budget (in current dollars) per year
    - Pre-pandemic budgets were about \$19.5 million per year across CAT and JAUNT

### Unconstrained Vision

- What would you do if the region could build a network to meet its land use, climate, and other policy goals?
- No defined limit on the funding of this vision concept
  - Total estimated annual cost would be about \$70 million per year.



# On-Demand Transit

vs.

# Demand Response Service

vs. Paratransit

What's the difference?

## On-Demand Transit

- Same day reservation, usually booked using a smartphone app, a website, or by calling in
- Service available within a specified zone
- Not currently operating in the region

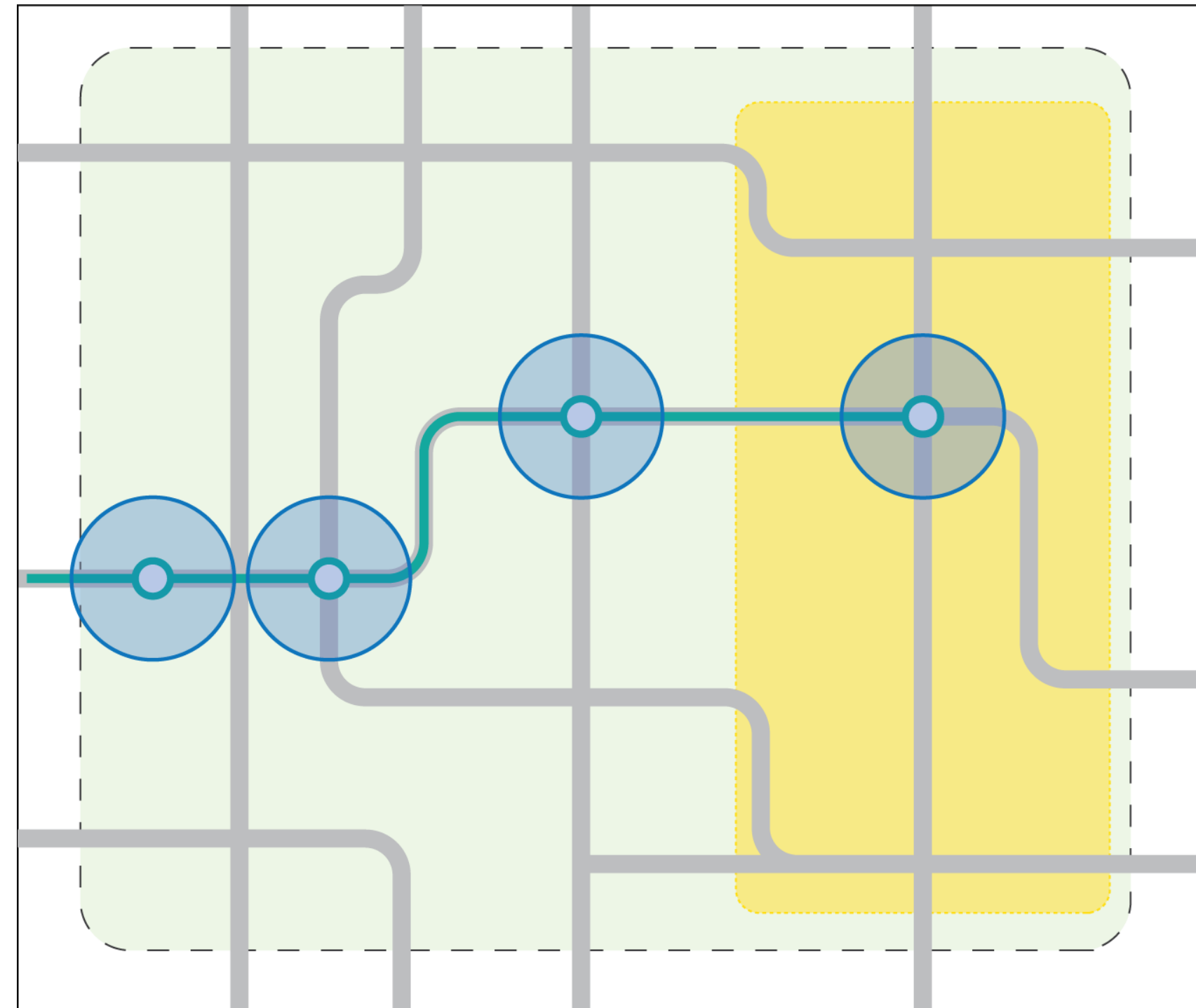
## Demand Response Service








- Need to *book in advance*, usually the day or night before a trip is needed
- Currently operated by Jaunt

## ADA Paratransit

- Registration and eligibility certification required
- Rides available within a 3/4 radius of a fixed route

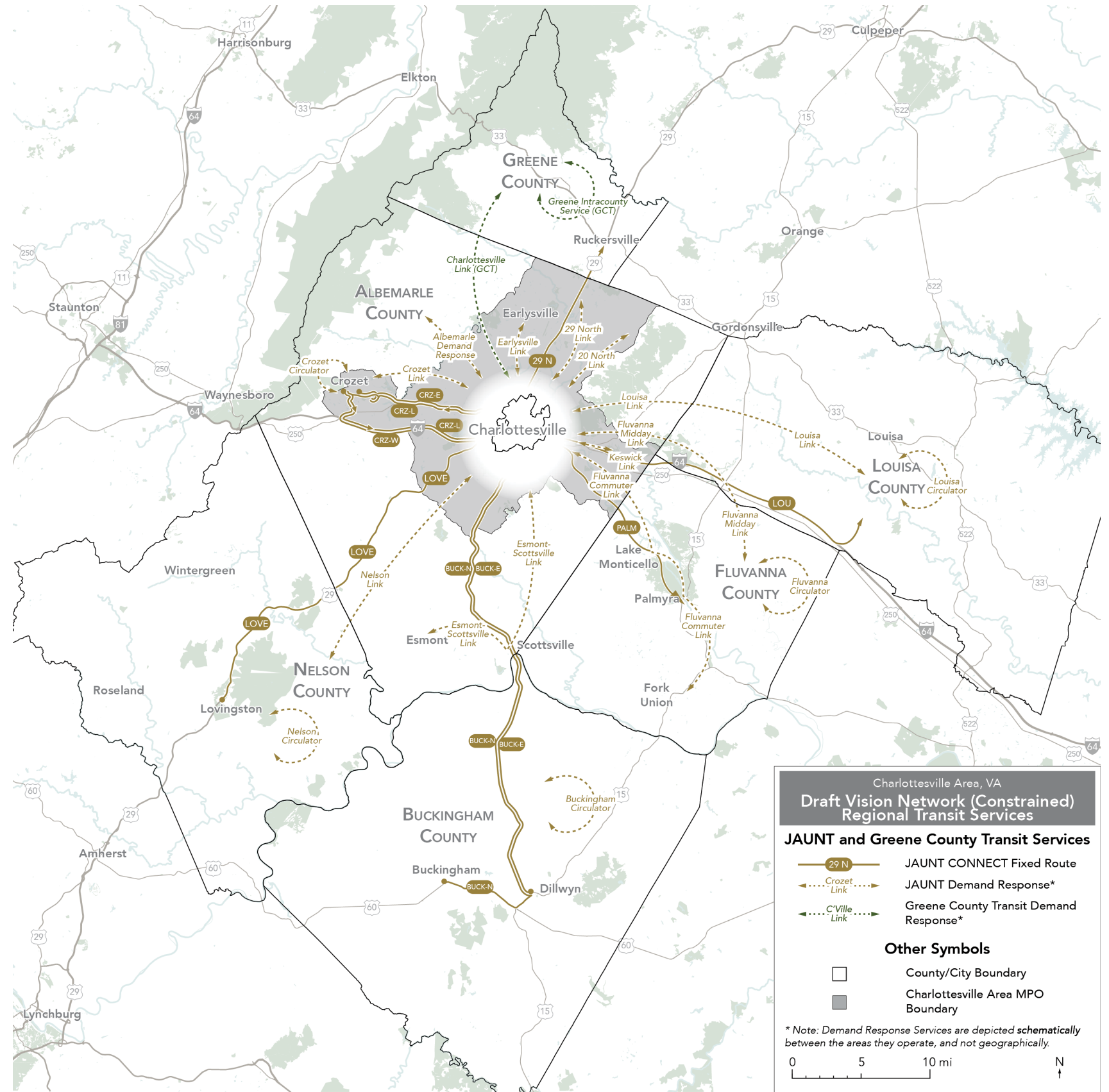
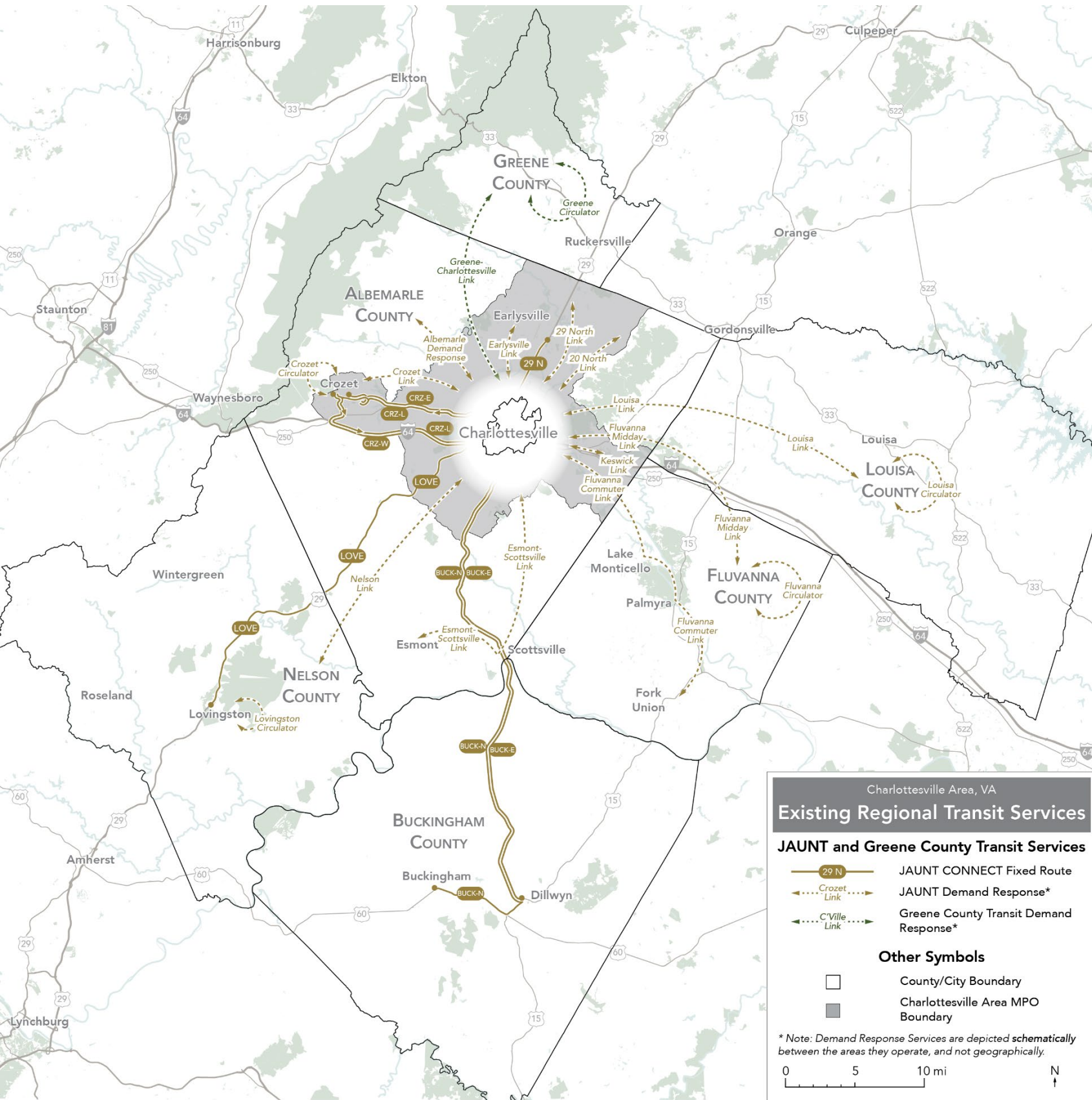
All three service types may be operated within a single area area



	Fixed-route bus line		ADA Paratransit area (3/4 mile)		Street
	Fixed-route bus stop		County-wide Demand Response area		County Line
			On-Demand zone		

# Constrained Vision Network







# Existing Circulator Services

## Existing Regional Network

Hours of Service per Jaunt service



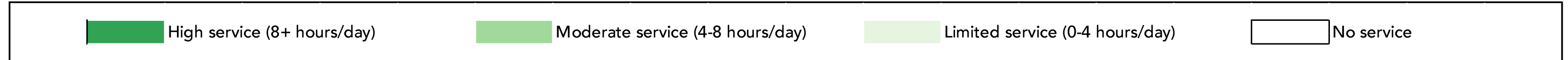
Service	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
<b>Albemarle County Demand Response</b>	10am-2pm	10am-2pm	10am-2pm	10am-2pm	10am-2pm		
<b>Lovingston Circulator</b>	8am-4pm	8am-4pm					
<b>Fluvanna County Circulator</b>	8:30am-4pm		8:30am-4pm		8:30am-4pm		
<b>Louisa County Circulator</b>	6am-5pm	6am-5pm	6am-5pm	6am-5pm	6am-5pm		
<b>Greene County Circulator</b>	8:30am-5pm	8:30am-5pm	8:30am-5pm	8:30am-5pm	8:30am-5pm		
<b>Buckingham County (No Circulator)</b>							



# Constrained Vision Circulator Services

## Constrained Regional Network

Hours of Service per Jaunt service



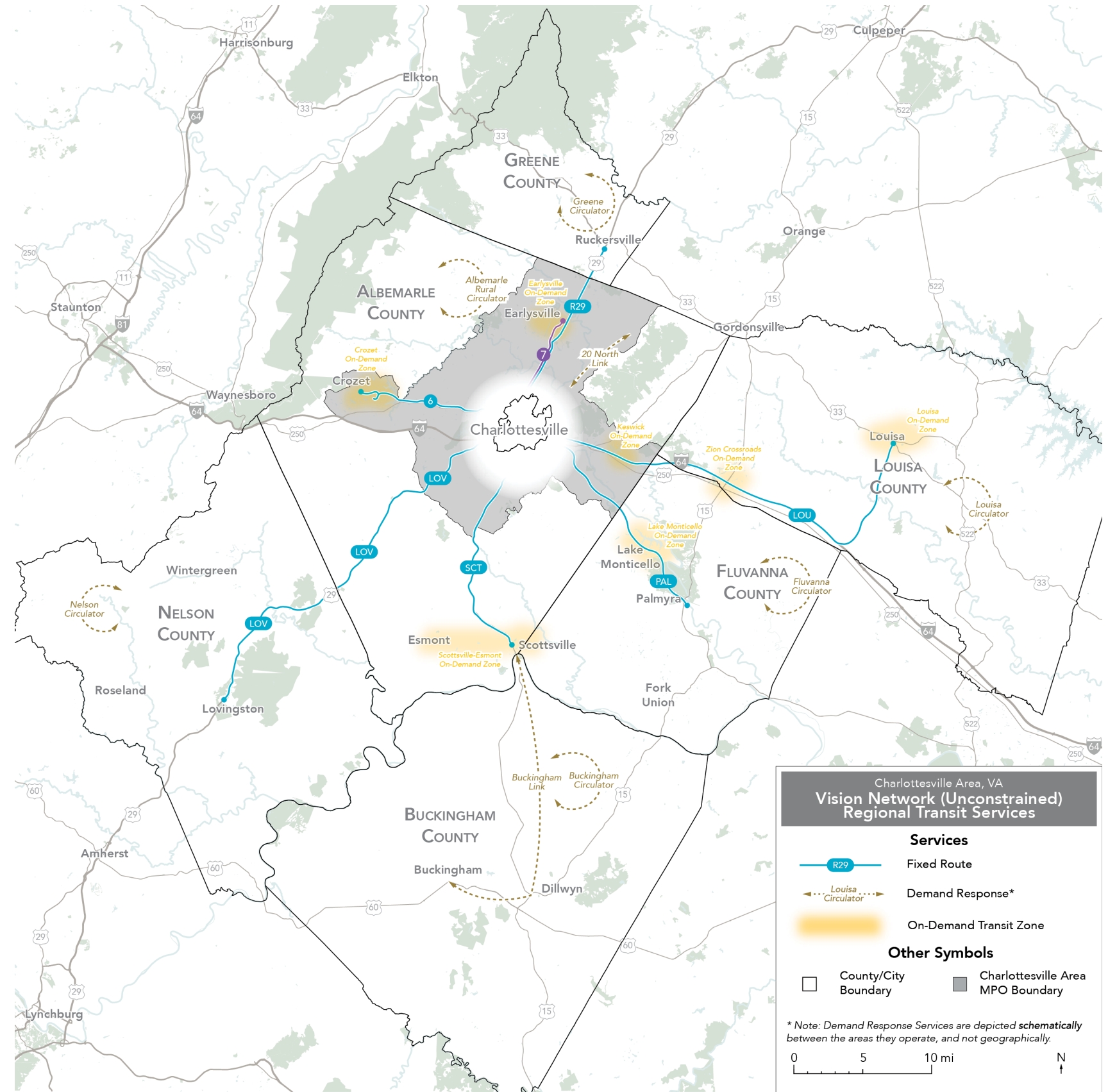
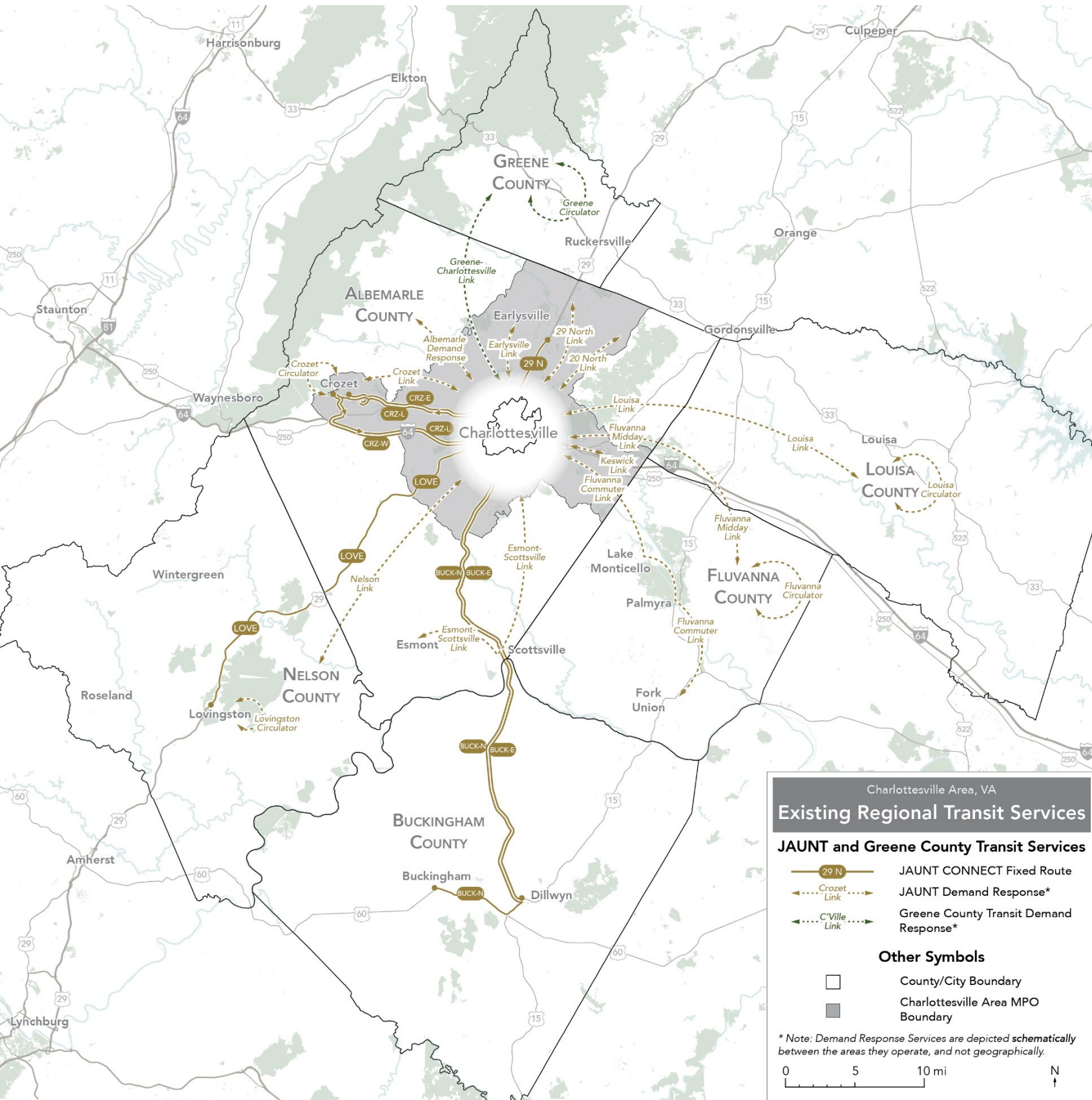
Service	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Albemarle County Rural Circulator	7am-8pm	7am-8pm	7am-8pm	7am-8pm	7am-8pm	7am-8pm	7am-8pm
Lovingston Circulator	7am-8pm	7am-8pm	7am-8pm	7am-8pm	7am-8pm	7am-8pm	7am-8pm
Fluvanna County Circulator	7am-8pm	7am-8pm	7am-8pm	7am-8pm	7am-8pm	7am-8pm	7am-8pm
Louisa County Circulator	6am-7pm	6am-7pm	6am-7pm	6am-7pm	6am-7pm	6am-7pm	6am-7pm
Greene County Circulator	7am-8pm	7am-8pm	7am-8pm	7am-8pm	7am-8pm	7am-8pm	7am-8pm
Buckingham County Circulator	7am-8pm	7am-8pm	7am-8pm	7am-8pm	7am-8pm	7am-8pm	7am-8pm





# Unconstrained Vision Network





## Regional Services – What's different?

## Unconstrained Vision Concept

### **Six new all-day fixed-route services:**

- Routes to Scottsville, Crozet, Lovingston, Palmyra, Louisa, and Ruckersville
- Every 60 minutes, all day, 7 days a week

### **Seven new on-demand transit zones (same day service):**

- Crozet
- Esmont and Scottsville
- Lake Monticello
- Zion Crossroads and the town of Louisa
- Earlysville
- Keswick



# Fluvanna County

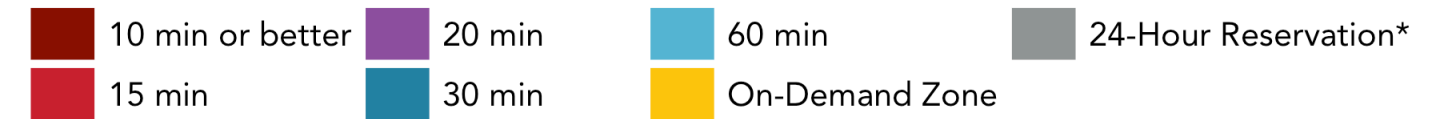
All-day fixed route service from Palmyra to Charlottesville

On-Demand Zone for Lake Monticello Area

Improved JAUNT Circulator service

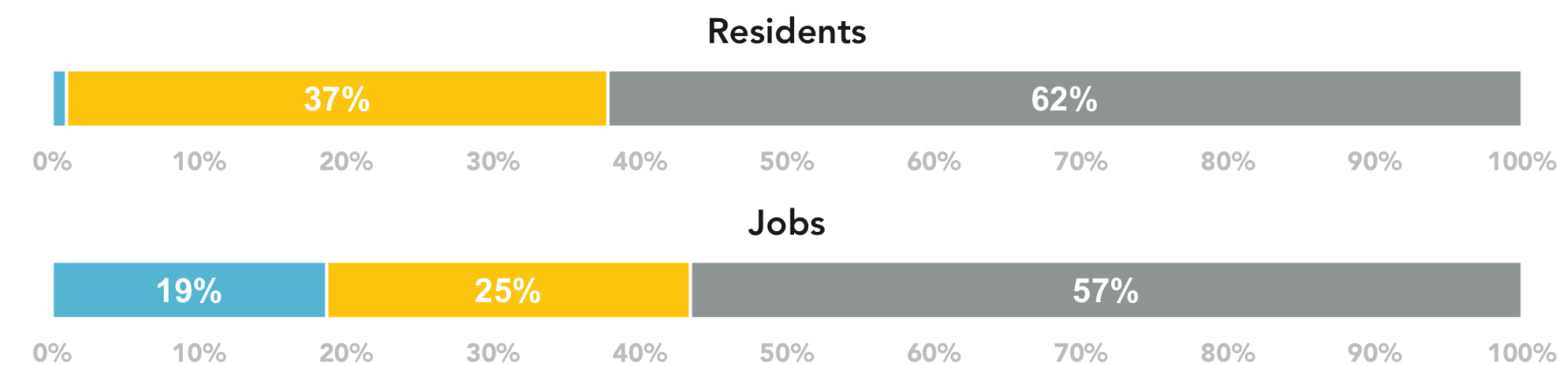
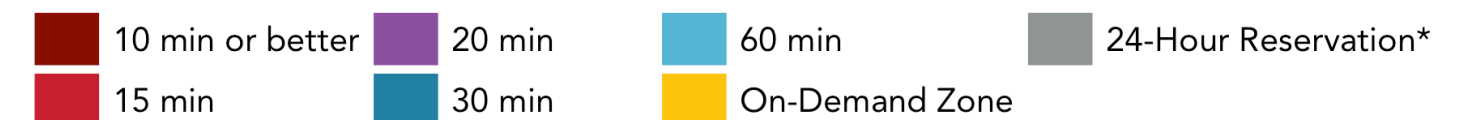
- Expanded hours of service (13 hours a day)
- Service 7-days per week

**Proximity to Transit at Midday - Weekday** BOS2022-06-15 p.379/458  
 What percentage of each group in Fluvanna County is near transit in the Baseline Network?



Note: Proximity is measured as being located within 1/2 mile of a bus stop.  
 \* JAUNT Link or Circulator Service similar to today. Rider must call day before to reserve service.

**Proximity to Transit at Midday - Weekday**  
 What percentage of each group in Fluvanna County is near transit in the Unconstrained Vision Network?



Note: Proximity is measured as being located within 1/2 mile of a bus stop.  
 \* JAUNT Link or Circulator Service similar to today. Rider must call day before to reserve service.



# Regional Transit Vision for the Charlottesville Area

Thomas Jefferson Planning District Commission

## Engagement Strategy – Phase 2



## Phase Two: Next Steps

### **Phase 2. Envision: Underway**

- Confirm the draft vision and goals
- Explore long-term transit alternatives for the region
- Collect preferences on alternatives and future outcomes

#### **June 2022:**

- Various dates – Present to Local Elected Bodies
- June 9 – Launch the survey
- June 9 - Update the project website
- June 13 Week – Focus Group Discussions for transit dependent populations
- TBD – Surveying bus riders in person
- June 23 – Hold the Public Open House Event

#### **July 2022:**

- July 12 – Complete Local Presentations
- TBD – Update the Project Website with Summary of Phase II Engagement

#### **August 2022:**

- August 25 – Hold Final Meeting with RTP to Present the Completed Plan

# Survey Questions and Objectives

## **Details:**

- Online survey launches on June 9<sup>th</sup>
- Hardcopy version available for distribution
- Includes introduction and informational piece
- Available in English and Spanish

## **Objectives:**

- Attain feedback on the scenarios
- Identify public and stakeholder thoughts on future needs

## **Questions: Unconstrained Scenario vs. Constrained Scenario**

- What do you think?
- What do you think is missing or needs improvements?
- Does the scenario go far enough?
- Question about funding\*
- Additional detail questions\*





**REGIONAL**  
**TRANSIT**  
**VISION** FOR THE  
CHARLOTTESVILLE  
AREA

The logo consists of three overlapping arrow-shaped boxes pointing to the right. The top box is green and contains the word 'REGIONAL' in white. The middle box is orange and contains the word 'TRANSIT' in white. The bottom box is blue and contains the word 'VISION' in white. To the right of the blue box, the words 'FOR THE CHARLOTTESVILLE AREA' are written in a smaller, blue, sans-serif font.

Open Discussion  
and Questions





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

**TAB I**

<b>MEETING DATE:</b>	June 15, 2022				
<b>AGENDA TITLE:</b>	Firefly Broadband Update				
<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>	Galen Creekmore, Key Accounts and Member Engagement Representative CVEC				
<b>RECOMMENDATION:</b>	N/A				
<b>TIMING:</b>	Routine				
<b>DISCUSSION:</b>	Central Virginia Electric Cooperative and Firefly are presenting an update to the Board of Supervisors to discuss service maps for the RISE project that the Board partnered with CVEC on, as well as discuss current construction and connections in Fluvanna and the Dominion middle mile fiber project.				
<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 J**

<b>MEETING DATE:</b>	June 15, 2022				
<b>AGENDA TITLE:</b>	Adoption of the Fluvanna County Board of Supervisors June 1, 2022 Meeting Minutes.				
<b>MOTION(s):</b>	<b>I move the meeting minutes of the Fluvanna County Board of Supervisors Regular Meeting on Wednesday, June 1, 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 June 1, 2022.				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
					<b>X</b>



**FLUVANNA COUNTY BOARD OF SUPERVISORS**  
**REGULAR MEETING MINUTES**  
**Fluvanna County Library, 214 Commons Blvd.**  
**Palmyra, VA 22963**  
**June 1, 2022**  
**Regular Meeting 5:00pm**

**MEMBERS PRESENT:**

John M. (Mike) Sheridan, Columbia District, Chair  
 Tony O'Brien, Rivanna District, Vice Chair (*entered meeting at 5:05pm*)  
 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  
 Fred Payne, County Attorney  
 Caitlin Solis, Clerk for the Board of Supervisors

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

At 5:03pm, Chair Sheridan called to order the Regular Meeting of June 1, 2022. After the recitation of the Pledge of Allegiance, a moment of silence was observed.

**3 - ADOPTION OF AGENDA**

<b>MOTION:</b>	Accept the Agenda, for the June 1, 2022 Regular Meeting of the Board of Supervisors, as presented.				
<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>				

**4 - COUNTY ADMINISTRATOR'S REPORT**

Mr. Dahl reported on the following topics:

Announcements and Updates - New Employees

- Betty Patterson, Building Services I, Facilities department, Started May 23rd

**MAY 2022 CARNIVAL**

- Carnival was held May 11 - 14 with rain on the evening of May 13 & most of the day May 14. We were only open 1pm - 7:30pm on May 14.
- Expenses occurred to run the carnival = **\$4,874.13**
  - Sunbelt = **\$2,976.67** - for light towers (8).
  - Mo Johns = **\$1,390.00** - Portable toilets (2), Handicap toilets (3), Handwashing stations (3), and a roll off dumpster (1).
  - Sheriff's Department = **\$360.00** - for Friday and Saturday coverage.
  - Mulch Monkey = **\$147.46** - for 4 yards of mulch in the parking area.
- Revenue from the carnival - County = **\$5,723.25** / Valley Amusements (VA) = **\$13,169.75**
  - Wednesday, May 11 - County = **\$1,378.50** / VA = **\$4,135.50**
  - Thursday, May 12 - County = **\$1,208.25** / VA = **\$3,624.75**
  - Friday, May 13 - County = **\$2,401.50** (\$1,401.50 for bands plus \$1,000 for games) / VA = **\$3,204.50** (\$4,204.50 minus \$1,000 for games).
  - Saturday, May 14 - County = **\$735.00** / VA = **\$2,205.00**
- Overall revenue for the County from the carnival = **\$849.12**

**2022 SUMMER ADULT KAYAKING PROGRAMS**

- Adult kayaking on Lake Monticello.
  - Program was held on May 20, 2022 from 5pm - 8pm.
  - We had 12 participants with a wait list of 5 participants. Age range was 54 - 70 years old.
  - We started at Beach 4 and paddled to Beach 3 and then back to Beach 4.
- Upcoming adult kayak float on the Rivanna River.
  - Saturday, June 11 from 9am - 12pm.
  - Cost is \$25 with pre-registration required.
  - We currently have six spots available.

**Next BOS Meetings:**

Day	Date	Time	Purpose	Location
Wed	Jun 15	7:00 PM	Regular Meeting	Library
Wed	Jul 6	5:00 PM & 7:00 PM	Regular Meeting	Library
Wed	Aug 3	5:00 PM	Regular Meeting	Performing Arts Center

**5 - PUBLIC COMMENTS #1**

At 5:09pm, 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 5:10pm.

**6 - PUBLIC HEARING**

None.

**7 - ACTION MATTERS**

*Fluvanna County Arts Council Memorandum of Understanding* – Kelly Harris, Assistant County Administrator

- The Fluvanna County Arts Council has been in an agreement with the County regarding the use of the Carysbrook Performing Arts Center since at least 1994.
- The MOA was last updated in 2008.
- Subsequent to a proposal from the Arts Council to expand offerings at the Performing Arts Center and to assume more control over the scheduling of the space, staff began a review of the existing agreement.
- April 2020: Circuit Court closed to County meetings; Board of Supervisors and Planning Commission move to Morris Room in County Administration Building
- May 2020 – September 2021: Planning Commission and Board of Supervisors meeting at Fluvanna County Library
- In October 2021, the annual Library Book Sale eliminated the availability of the meeting rooms. At the same time, public hearings for both the Planning Commission and the Board of Supervisors required meeting in a larger space to accommodate anticipated resident attendance at the meetings.
- During COVID restrictions, the Arts Council canceled all indoor performances and activities.
- In October 2021, the Board of Supervisors and the Planning Commission began using the Performing Arts Center for public meetings. During COVID restrictions, this was not problematic, however, as restrictions have lifted and COVID cases have decreased the Arts Council has sought ways to once again offer in-person performances in the Performing Arts Center.
- Problems to be solved:
  - The Board of Supervisors and the Planning Commission need a long-term meeting space.
  - The Fluvanna County Arts Council needs an available space to offer activities to the community.
  - The proposed Memorandum of Agreement offers a compromise agreement to share the Performing Arts Center and provide management of the space for community art offerings.

MOTION:	Approve the Memorandum of Agreement between the County of Fluvanna and the Fluvanna County Arts Council for space sharing and management of the Carysbrook Performing Arts Center, and authorize the County Administrator to execute the agreement, subject to approval as to form by the County Attorney.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O'Brien	Mr. Sheridan
ACTION:		Motion	Second		
VOTE:	No	Yes	Yes	Yes	Yes
RESULT:	<b>4-1</b>				

**7A – BOARDS AND COMMISSIONS**

- Bryan Moeller addressed the Board of Supervisors on behalf of the Community Policy and Management Team (CPMT) and expressed their recommendation to reappoint Cassondra Winfrey to the Community Policy and Management Team (CPMT) – Vendor Rep.
- *Mr. Fairchild questioned the protocol for speakers recommending applicants on boards, committees, and commissions. After some discussion, Mrs. Booker asked for a written procedure outlining what is acceptable during BCCs appointments.*
- Rudy Garcia addressed the Board regarding his reappointment to the Economic Development Authority (EDA) – At-Large.
- Brittany Gray addressed the Board regarding her appointment to the Economic Development Authority (EDA) – At-Large.
- Peggy Shanklin addressed the Board regarding her appointment to the Economic Development Authority (EDA) – At-Large.
- Fred Lang, addressed the Board regarding his appointment to the Piedmont Virginia Community College Board (PVCC) – Citizen Representative
- Ben Shaw, addressed the Board regarding his appointment to the Piedmont Virginia Community College Board (PVCC) – Citizen Representative

Board of Supervisors Minutes

June 1, 2022

- Valerie Palamoutian, addressed the Board regarding her appointment to the Piedmont Virginia Community College Board (PVCC) – Citizen Representative
- Charles Haden Thomas Parrish, addressed the Board regarding his appointment to the Piedmont Virginia Community College Board (PVCC) – Citizen Representative

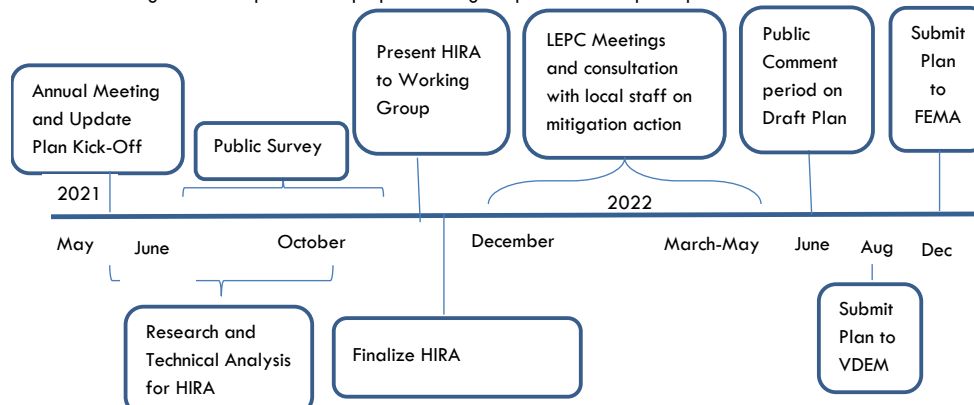
<b>MOTION:</b>	Move the Board of Supervisors approve the following Board, Commission, or Committee appointment(s)/reappointments(s):				
<b>BOARD/COMMISSION/COMMITTEE</b>	<b>APPOINTEES</b>		<b>APPT/ REAPPT</b>	<b>BEGINS TERM</b>	<b>ENDS TERM</b>
Community Policy and Management Team (CPMT) – Vendor Rep	Cassandra Winfrey (I)		Reappt	7/1/2022	6/30/2024
Economic Development Authority (EDA) – At-Large	Rudy Garcia (I)		Reappt	7/1/2022	6/30/2026
Economic Development Authority (EDA) – At-Large	Brittany Gray		Appt	7/1/2022	6/30/2026
Economic Development Authority (EDA) – At-Large	Joshua Bower		Appt	7/1/2022	6/30/2026
Piedmont Virginia Community College Board (PVCC) – Citizen Representative	Dr. Fred Lang		Appt	7/1/2022	6/30/2026
<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>				

**8 – PRESENTATIONS**

*Thomas Jefferson Planning District Commission Regional Hazard Mitigation Plan Update* – Ian S. Baxter, MPP, Planner II TJPDC

- The purpose of the Natural Hazard Mitigation Plan is to prepare for natural disasters before the occur, thus reducing loss of live, property damage, and disruption of commerce
- Plan is a data driven document based on past historical hazard events and the potential for future events based on historical data
- Plan assesses risks from Natural Hazards
- Incentive: The Federal Emergency Management Agency (FEMA) requires Natural HMPs as a condition for eligibility to receive certain mitigation grant program funds and grants.
- Virginia Department of Emergency Management encourages regional Natural Hazard Mitigation Plans to help jurisdictions address issues regionally
- VDEM Maintains a Statewide Hazard Mitigation Plan
- Required Sections of the Natural Hazard Mitigation Plan Document:
  1. Planning Process – the process through which the plan was developed, including public input
  2. Community Profile – general information about communities in the planning district
  3. Hazard Identification and Analysis – general information about potential hazards in the planning district, the historic record of hazard events, and the probability of future events
  4. Vulnerability Assessment – analysis of the human impact hazards could cause, with estimated potential losses for various hazard scenarios
  5. Capabilities Assessment – a survey of current local capacity to mitigate natural hazards
  6. Mitigation Strategy – goals, objectives, and action items selected to mitigate hazards identified in the region

The following timeline depicts the major points along the process of the plan update:





Board of Supervisors Minutes  
Hazard Identification and Risk Assessment  
(HIRA)

- Describes all natural hazards that affect the Planning District and provide an analysis on location, extent, severity, and probability of occurrence
- General descriptions of events
- Data on events such as frequency, duration, severity and financial impact
- Hazards are presented in order of the relative risk they pose to the region
- Hazards are rated based on a risk matrix developed by Kaiser Permanente

EVENT	PROBABILITY	HUMAN IMPACT	PROPERTY IMPACT	BUSINESS IMPACT	RISK
	<i>Likelihood this will occur</i>	<i>Possibility of death or injury</i>	<i>Physical losses and damages</i>	<i>Interruption of services</i>	<i>Relative threat*</i>
SCORE	0 = N/A 1 = Low 2 = Moderate 3 = High	0 = N/A 1 = Low 2 = Moderate 3 = High	0 = N/A 1 = Low 2 = Moderate 3 = High	0 = N/A 1 = Low 2 = Moderate 3 = High	0 - 100%
Hurricane/high wind/windstorms	3	2	2	2	74%
Flooding	3	1	2	2	65%
Winter storms/weather	3	1	1	2	56%
Communicable Disease/Pandemic	2	2	1	2	30%
Lightning	2	1	1	1	22%
Wildfire	2	1	1	1	22%
Drought / Extreme Heat	2	1	1	1	22%
Dam Failure	1	2	2	2	22%
Tornado	2	1	1	1	22%
Earthquake	1	1	2	2	19%
Landslide	1	1	1	1	11%
<b>AVERAGE SCORE</b>	<b>1.88</b>	<b>1.37</b>	<b>1.5</b>	<b>1.58</b>	<b>33%</b>

Hazard Vulnerability Assessment

- Provides an overview and analysis of vulnerability in the Thomas Jefferson Planning District using factors including the HIRA, projected population growth and settlement patterns and the location of existing people and infrastructure
- Utilize Planning tools including FEMA’s HAZUS models for Hurricanes, earthquakes and flood and the Wildfire Risk Assessment for wildfires.
- Presents information on expected losses
- Understand risk based on location

Next Steps

- Public Comment
- Submit to VDEM and FEMA
- Work towards formal adoption by all localities

[Activity Code] Mitigation Action: [Jurisdiction]	
<b>Category:</b>	One of the goal categories listed above that is supported by the action
<b>Action Item (Describe):</b>	Brief description of action item
<b>Hazard (s):</b>	The hazard(s) the action is intended to mitigate
<b>Lead Agency/Department Responsible:</b>	Identify the local agency, department, or organization that is best suited to accomplish the action.
<b>Estimated Cost:</b>	An estimate of the costs required to complete the project or continue the project for the course of 5-years; this amount should be estimated until a final dollar amount can be determined.
<b>Funding Method: (General Revenue, Contingency/Bonds, External Sources, etc.)</b>	Potential sources of funds to complete the action, when applicable
<b>Implementation Schedule:</b>	Timeframe for which the action is expected to be completed
<b>Priority</b>	Placement in the order of importance and urgency

*Sheriff’s Office Firing Range Improvements* – Reserve Deputy Mel Sheridan & Sheriff Eric Hess, Sheriff’s Office

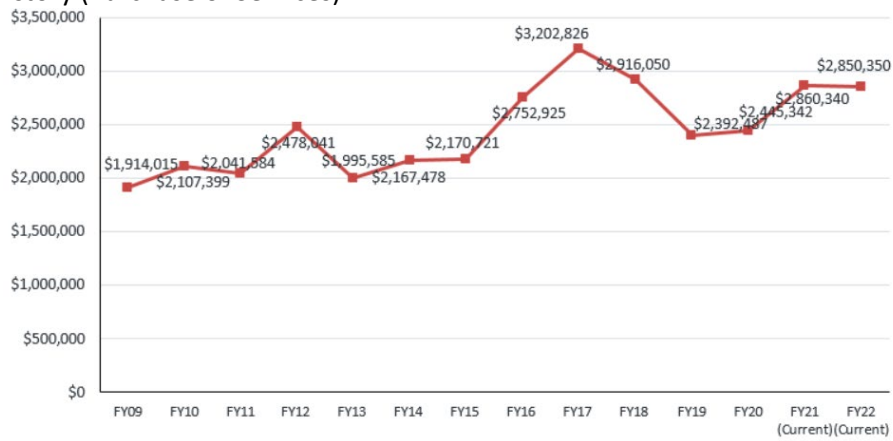
- The Fluvanna County Sheriff’s Office Weapons Training Team conduct both in the classroom and at the firing range.
- Mandatory in-service weapons training is conducted throughout the year at a range that currently has no electricity or lighting.
- The Training Team of dedicated professionals strives to provide far more than basic weapons qualification, electricity and lighting would greatly enhance their efforts.
- The financial impact of a one-time cost to install electric improvements is around \$6,000, plus Fluvanna County staff time to excavate conduit trenches with County equipment.
- There would be a nominal ongoing monthly electric cost of no more than \$50/month.
- If the board chooses to have staff move forward with this request, funding options could either be FY22 Sheriff’s Office budget savings, BOS Contingency (FY22 or FY23 depending on timing) or Capital Reserve Maintenance Fund.
  - The BOS gave head nods to split the cost with the Sheriff’s Office and to bring the agenda item to the next meeting under consent agenda.

*Children’s Services Act Semi-Annual Report* – Bryan Moeller, CSA Coordinator

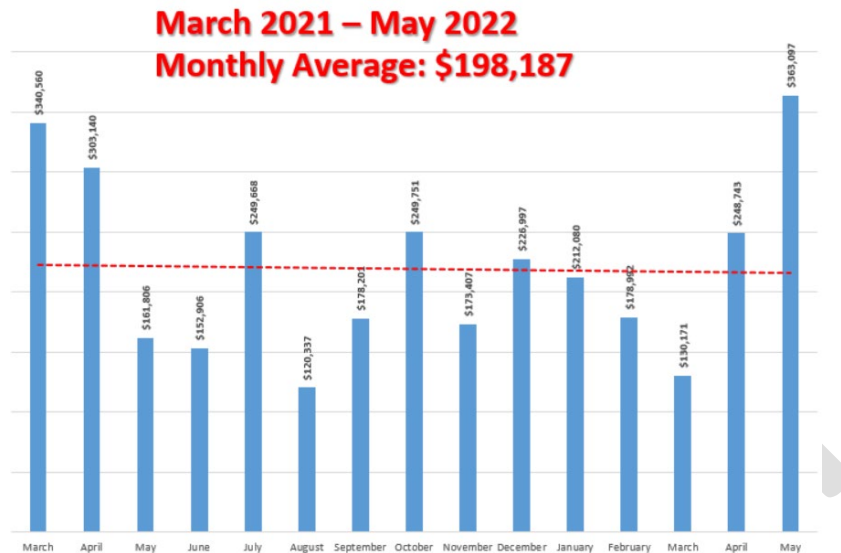
FY 2022 Spending (As of 5/31/2021)

- FY21 CSA Purchase of Services (POS)
  - Adopted Spending Authority: \$3,004,786
  - Expenditures + Encumbrances: \$2,850,350
  - Remaining Balance: \$173,830

CSA Expenditure History (Purchase of Services)



CSA Expenditures by Month



- Educational Day Placements expenses 11% higher in FY 2022 vs FY 2021 - (\$1,001,497 vs \$ 893,815)
- Number of youth served increased by 20% - (117 vs 94)

Effective July 1, 2022:

- Rate setting for Private Day Schools
  - Most schools will be paid by CSA a rate lower than currently being proposed by each school.
  - Differential may need to be funded by FCPS.
- HB 2117 (2021 General Assembly)
  - Requires a plan be developed by November, 2022, to transfer CSA funds for educational placements to the Department of Education
  - Impact on local portion of this funding to be determined

CSA is growing

- DocuSign is improving efficiency
  - 2,900 Provider Agreements, Purchase of Services Orders, and Invoices processed.
  - 725 staff hours saved
- August, 2022 – 2 new case managers at Fluvanna County Public Schools
- Statewide CSA Coordinator Mentoring group launched

*Pleasant Grove Park Light Poles/Fixtures Donation from UVA – Aaron Spitzer, Director of Parks and Recreation*

- Musco Lighting approached me around the beginning of May to ask if Fluvanna County would be interested in a set of light poles/fixtures (2) to be donated from UVA. Each light pole/fixture will have 12 illuminates.
- UVA is currently taking the poles/fixtures down in order to put a building in that place and don't have a need for the poles/fixtures at any other location on their grounds.
- Musco Lighting knows that we are in the process of putting up lights at the soccer fields and softball field at Pleasant Grove Park and thought that we may have a need for the poles/fixtures.
- The original thought was to use the donated light poles/fixtures in the "rodeo" field at Pleasant Grove Park to help with having to purchase light towers for events in that area. Under further review, the lights are proposed to illuminate the parking lot at the soccer fields.
- Each light pole/fixture that is to be donated to the County is worth \$35,000 - \$40,000 each which makes to donation worth at least \$70,000.
- These poles/fixtures will look like the ones at the FCHS athletic fields (non-LED) but will be different than the new lights at the soccer/softball fields (LED).

Board of Supervisors Minutes

June 1, 2022

- The County would need to purchase precast foundations for the poles/fixtures which would cost \$10,000 (\$5,000 each) including delivery.
  - There would also be a cost to connect the poles/fixtures to electricity which would be \$20,000 - \$30,000 but this would be done when the other lights are installed to cut back on cost. If we were to have to put in an additional dedicated panel box for these poles/fixtures the price would go up to \$30,000 - \$40,000.
  - Total possible cost for the County to set and hook-up the light poles/fixtures would be ~\$50,000.
- *The Board of Supervisors agreed to proceed with installing the donated light poles at the soccer field parking lot. The BOS agreed to bring the agenda item to the next meeting under consent agenda.*

**Noise Control Ordinance Amendment Discussion** – Major David Wells, Sheriff’s Office & Fred Payne, County Attorney

- The current regulations for noise control are found in Chapter 15.1 of the County Code.
  - These provisions were adopted in 2001 and were revised in light of the Virginia Supreme Court’s decision in *Tanner v. City of Va. Beach*, 277 Va. 432 (2009).
  - Among others things, these revisions included provisions for use of sound meters.
  - Since that time, the Sheriff has found that these provisions have made the ordinance practically unenforceable and recommends that the ordinance be again revised to lessen the reliance on the sound meters and refining the other provisions of the ordinance as has been done elsewhere in Virginia.
  - If the Board authorizes the staff to go forward, appropriate provisions will be drafted and brought back to the Board for advertising and public hearing.
- *The Board of Supervisors authorized the updating of the ordinance to make it more enforceable.*

**9 - CONSENT AGENDA**

The following items were approved under the Consent Agenda for June 1, 2022:

- *Minutes of May 18, 2022* – Caitlin Solis, Clerk to the Board
- *Personnel Policy Update* - Donna Snow, Director of Human Resources
- *FY22 Circuit Court Preservation Funds Supplemental Appropriations* - Tori Melton, Management Analyst
- *FY22 ARPA Municipal Utility Funds Supplemental Appropriation* - Tori Melton, Management Analyst
- *FY22 CARES Act Supplemental Appropriation* - Tori Melton, Management Analyst
- *FY22 – 51 Kents Store Way Insurance Claim* - Tori Melton, Management Analyst
- *FY22 Department of Social Services Share of the Cost Allocation Funds* - Tori Melton, Management Analyst

<b>MOTION:</b>	Approve the consent agenda, for the June 1, 2022 Board of Supervisors 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>				

**10 - UNFINISHED BUSINESS**

None.

**11 - NEW BUSINESS**

None.

**12 - PUBLIC COMMENTS #2**

At 7:31pm, 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 7:31pm.

**13 - CLOSED MEETING**

<b>MOTION:</b>	At 7:31pm, move the Fluvanna County Board of Supervisors enter into a closed meeting, pursuant to the provisions of Section 2.2-3711 A.1, A.3, A.5, A.7 & A.19 of the Code of Virginia, 1950, as amended, for the purpose of discussing Personnel – County Administrator performance evaluation and employee performance matters, Real Estate – Disposition of county-owned property, Prospective Industry – Prospective business, Litigation – Actual litigation in connection with Quigley Properties LLC. and Public Safety – EMS Services.				
<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 9:41pm, 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>				

**MOTION TO EXTEND**

- At 9:42pm, a motion was made to extend the Board of Supervisors meeting.

<b>MOTION:</b>	Approve a motion to extend the June 1, 2022 Regular Board of Supervisors meeting to 10:00pm.				
<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>				

**14 - ADJOURN**

<b>MOTION:</b>	Adjourn the regular meeting of Wednesday, June 1, 2022 at 9:42pm.				
<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



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

**TAB K**

<b>MEETING DATE:</b>	June 15, 2022				
<b>AGENDA TITLE:</b>	Sheriff's Office Firing Range Improvements				
<b>MOTION(s):</b>	<p><b><u>Motion #1:</u></b> I move the Board of Supervisors approve a budget transfer of \$3,000 from the FY22 BOS Contingency budget to the FY22 Facilities budget for the Sheriff's Office Firing Range Improvements.</p> <p><b><u>Motion #2:</u></b> I move the Board of Supervisors approve a budget transfer of \$3,000 from the FY22 Sheriff's budget to the FY22 Facilities budget for the Sheriff's Office Firing Range Improvements.</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
				X	
<b>STAFF CONTACT(S):</b>	Tori Melton, Acting Finance Director				
<b>PRESENTER(S):</b>	Tori Melton, Acting Finance Director				
<b>RECOMMENDATION:</b>	Approve				
<b>TIMING:</b>	Routine				
<b>DISCUSSION:</b>	<p>FCSO has an excellent Weapons Training Team, they are professional, dedicated, and thorough in every phase of training they conduct both in the classroom and at the firing range. Mandatory in-service weapons training is conducted throughout the year at a range that currently has no electricity or lighting. The Training Team of dedicated professionals strives to provide far more than basic weapons qualification, electricity and lighting would greatly enhance their efforts.</p> <p>At the June 1, 2022 Board of Supervisors meeting the board directed staff to bring this agenda item back for formal consideration at the June 15, 2022 meeting.</p>				
<b>FISCAL IMPACT:</b>	One-time costs to install electric improvements are around \$6,000, plus Fluvanna County staff time to excavate conduit trenches with County equipment. There would be a nominal ongoing monthly electric cost of no more than \$50/month. The current BOS Contingency balance is \$93,712. If approved this would leave the BOS Contingency at \$90,712.				
<b>POLICY IMPACT:</b>	None				
<b>LEGISLATIVE HISTORY:</b>	None				

<b>ENCLOSURES:</b>	Phase I and II improvement costs; Sample in-service Training Schedule				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
		<b>X</b>			<b>X</b>



Commonwealth of Virginia SWaM Certified Contractor #715907

Contractor information

Budget Electrical & Mechanical, LLC  
 13610 James Madison Highway  
 Palmyra, VA 22963  
 (434) 510-7043

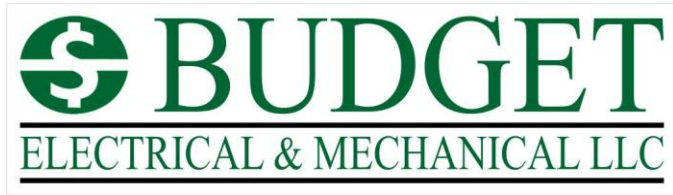
**BID PROPOSAL: ELECTRICAL**  
**PROJECT: Fluvanna County Shooting Range**  
**Phase: 1 (Sub Panel)**  
**Submitted: 12/22/2021**

<b>LABOR</b>		
<b>LABOR TOTAL</b>	<b>\$1360.00</b>	2 days (16 hours)
<b>MATERIAL</b>		
Rigid Allow	\$313.00	Rigid pipe, LB's, & Fittings
Wire Allow	\$1085.00	100amp Feeder USE Cable
Device Allow	\$830.00	Sub Panel (2), all breakers, ground rods, & connectors
<b>Material Subtotal</b>	<b>\$2228.00</b>	
<b>GRAND TOTAL</b>	<b>\$3588.00</b>	Phase 1 total

Inclusions:	1) General Liability insurance included, blanket policy. No bonding included.
	2) Wire (based on 316 feet), Panels (2), Rigid pipe stub ups, Breakers (all), Ground Rods (2), Ground Lugs, Neutral Lugs, Anti-Short Bushings, Connectors, & Rigid Straps.
Exclusions:	1) Digging of the ditch will be completed by the customer.
	2) Back fill and packing of the ditch will be completed by the customer.
Scope:	<p>*This quote is a not to exceed estimate for the following scope of work:</p> <ul style="list-style-type: none"> <li>-Remove existing 100 amp panel located in the barn and replace with a new functional panel.</li> <li>-Replace broken PVC stub up with Rigid stub up to the panel.</li> <li>-Replace the ground wire that is currently broken at the bottom of the existing panel.</li> <li>-Install all breakers to new panel and reconnect all existing circuits for the barn.</li> <li>-Install approximately 316 feet of 100 amp wire (to accommodate for the length of the ditch wire has to be sized up to 100 amps) to the ditch provided by the customer from the barn to the shooting range building.</li> <li>-Install sub panel to the shooting range building and supply breakers for Phase 2 wiring of the building.</li> <li>-Install 2 ground rods and properly ground the new sub panel at the building.</li> <li>-Install Rigid stub ups on both ends of the wire from the panel to underground.</li> </ul>







Commonwealth of Virginia SWaM Certified Contractor #715907

Contractor information

Budget Electrical & Mechanical, LLC  
 13610 James Madison Highway  
 Palmyra, VA 22963  
 (434) 510-7043

**BID PROPOSAL: ELECTRICAL**  
**PROJECT: Fluvanna County Shooting Range**  
**Phase: 2 (Range Building Electrical)**  
**Submitted: 12/22/2021**

<b>LABOR</b>		
	<b>LABOR TOTAL</b>	<b>\$850.00</b>
		1.2 days (10 hours)
<b>MATERIAL</b>		
	Lighting Allow	\$780.00
	Wire Allow	\$370.00
	Device Allow	\$160.00
	PVC Allow	\$185.00
	<b>Material Subtotal</b>	<b>\$1495.00</b>
	<b>GRAND TOTAL</b>	<b>\$2345.00</b>
		Phase 2 total

Inclusions:	1) General Liability insurance included, blanket policy. No bonding included.
	2) Wire, fittings, receptacles, lights, boxes, & wire supports.
Exclusions:	
Scope:	<p>*This quote is a not to exceed estimate for the following scope of work:</p> <ul style="list-style-type: none"> <li>-Install 4 LED flood lights to the shooting range building.</li> <li>-Install 2 damp rated LED 4' light fixtures</li> <li>-Install 2 Quad receptacles (near the door way)</li> <li>-Install 2 single pole switches (1 for flood lights, 1 for 4' LED fixtures)</li> </ul>



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

**TAB L**

<b>MEETING DATE:</b>	June 15, 2022				
<b>AGENDA TITLE:</b>	Pleasant Grove Park Light Poles/Fixtures Donation from UVA				
<b>MOTION(s):</b>	<b>I move the Board of Supervisors approve a budget transfer of \$50,000 from the FY22 BOS Contingency budget to the FY22 Pleasant Grove Park Athletic Field Lighting CIP budget for installing additional light poles donated by UVA.</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>	Tori Melton, Acting Finance Director				
<b>PRESENTER(S):</b>	Tori Melton, Acting Finance Director				
<b>RECOMMENDATION:</b>	Approve				
<b>TIMING:</b>	Routine				
<b>DISCUSSION:</b>	<p>Approved in the FY22 CIP budget was \$685,000 for athletic field lighting at Pleasant Grove Park. I have had initial discussions with Musco Lighting about the upcoming project and they recently came to me and asked if Fluvanna County would be interested in two light poles/fixtures to be donated by UVA.</p> <p>Each light pole will have 12 illuminants on it. The light poles/fixtures are the same type that are currently at the FCHS athletic fields. Each light pole is currently valued at \$35,000/\$40,000. These light poles will however look different from the ones that will be purchased for the soccer and softball field as they are going to be LED. It is planned to put these two donated poles in the "rodeo field" at Pleasant Grove Park.</p> <p>There will be a cost to get the donated light poles/fixtures in the ground and working. The Light-Structure System Precast foundation would have to be purchased for both poles which is around \$10,000 (\$5,000 each) including delivery. There would also be hook-up fees to get the poles lit which will range \$20,000 - \$40,000 depending on if a dedicated panel would be needed. These hook-ups would be done when the other field lighting is completed to save on cost which will hopefully start in November 2022.</p> <p>At the June 1, 2022 Board of Supervisors meeting the board directed staff to bring this agenda item back for formal consideration at the June 15, 2022 meeting.</p>				
<b>FISCAL IMPACT:</b>	Around \$50,000.00 one-time installation costs, plus daily cost electric costs for illumination. The current BOS Contingency balance is \$93,712. If approved this would leave the BOS Contingency at \$43,712.				
<b>POLICY IMPACT:</b>	None				

<b>LEGISLATIVE HISTORY:</b>	None				
<b>ENCLOSURES:</b>	<ul style="list-style-type: none"> <li>• Light-Structure System Precast Concrete Base Datasheet</li> <li>• Light-Structure System 5 Easy Pieces Cover Page.</li> </ul>				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
		<b>X</b>			<b>X</b>

**HID Light Source**

# 5 Easy Pieces™

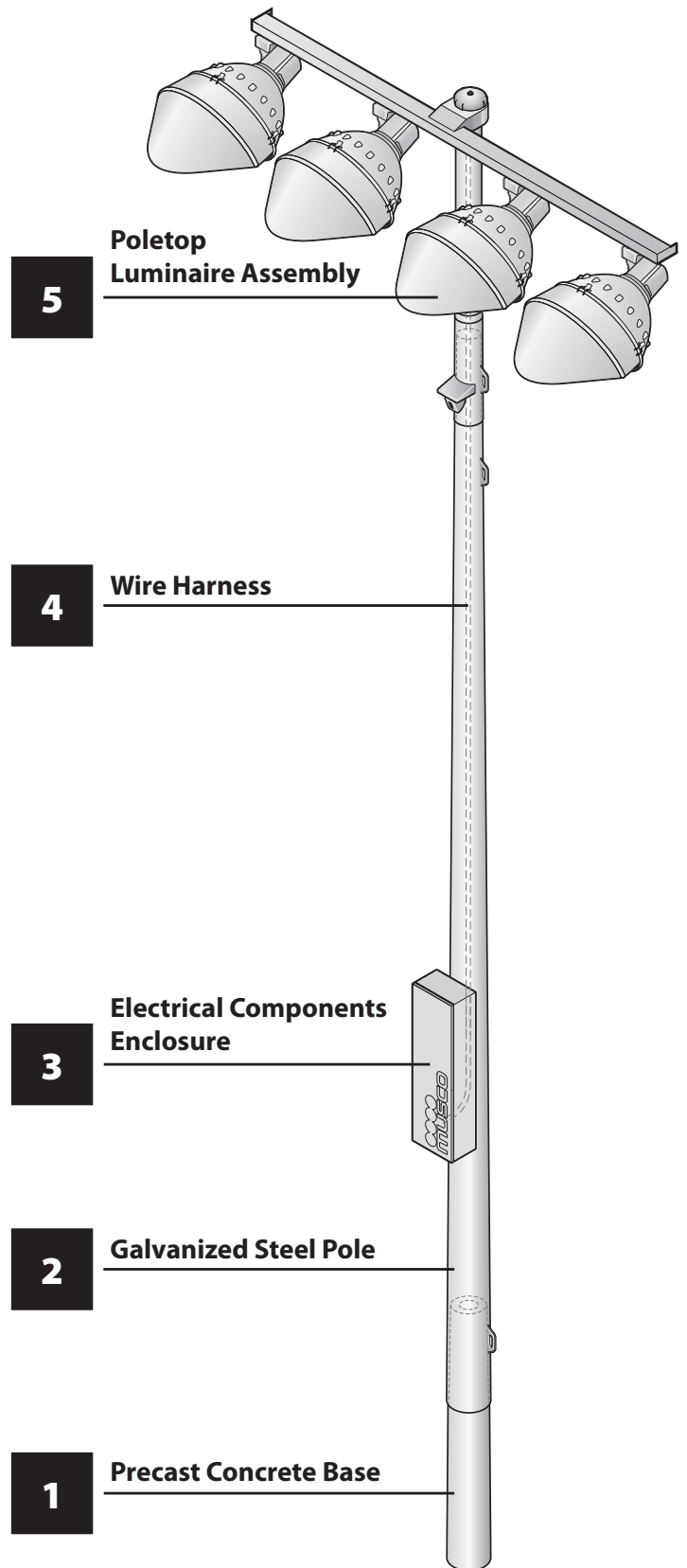
## Complete System from Foundation to Poletop

Factory wired, aimed, and tested

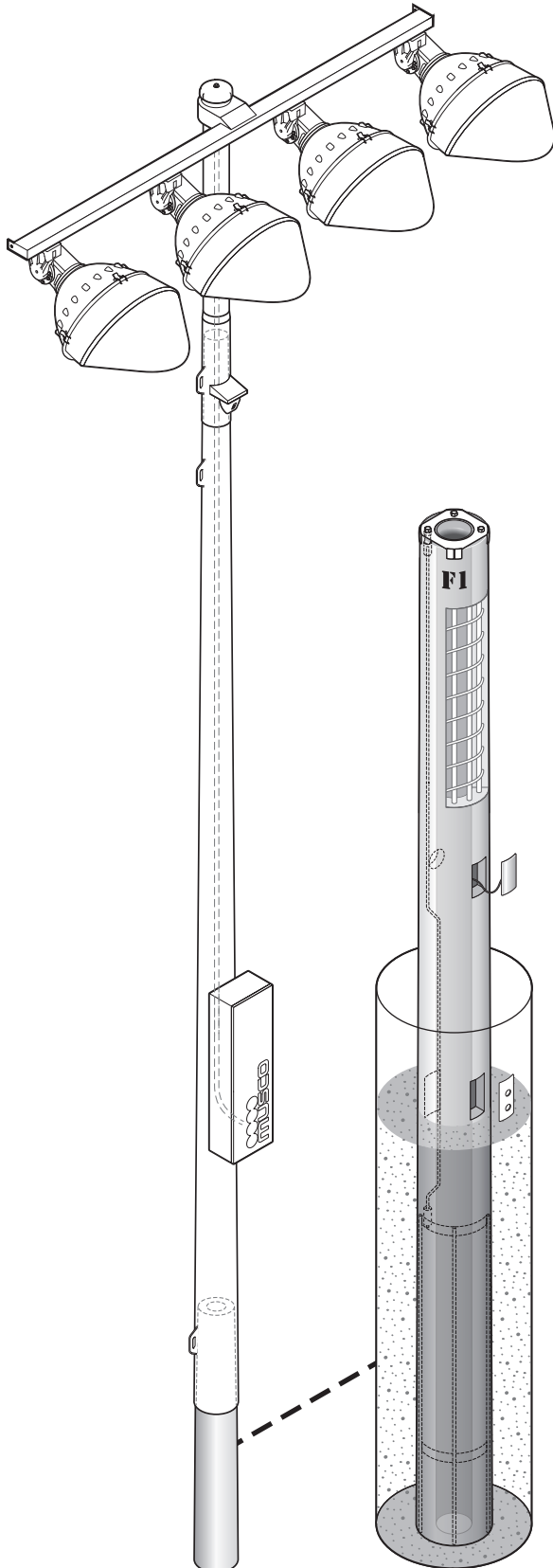
Fast, trouble-free installation

Comprehensive corrosion package

Integrated lightning ground



## HID Light Source – Precast Concrete Base



### Overview

The precast concrete base is set directly into the ground and backfilled with concrete. The base includes an integrated lightning ground system.

### Features

#### Base

- Set pole on base in 24 hours
- Tapered upper section for slip-fit steel pole
- Access holes for wire entry
- Epoxy coated ends prevent water intrusion
- Lifting hole accepts load-rated steel rod provided by Musco

#### Integrated Lightning Ground System

- Complies with NFPA 780, UL 96A, and EN 62305 standards when installed per Musco installation instructions
- UL Listed, Class II Lightning Protection, file number E337467
- Tested up to 100 kA by independent laboratory
- Steel pole interfaces with integrated grounding system by means of the pole grounding connector
- 2/0 AWG (cross-sectional area of 67.4 mm<sup>2</sup>) grounding electrode conductor
- Concrete-encased grounding electrode, 20 ft (6.1 m) total length, ½ in (12.7 mm) diameter

### Technical Specifications

Base dimensions vary. For measurements refer to project specific *Foundation and Pole Assembly* drawing.

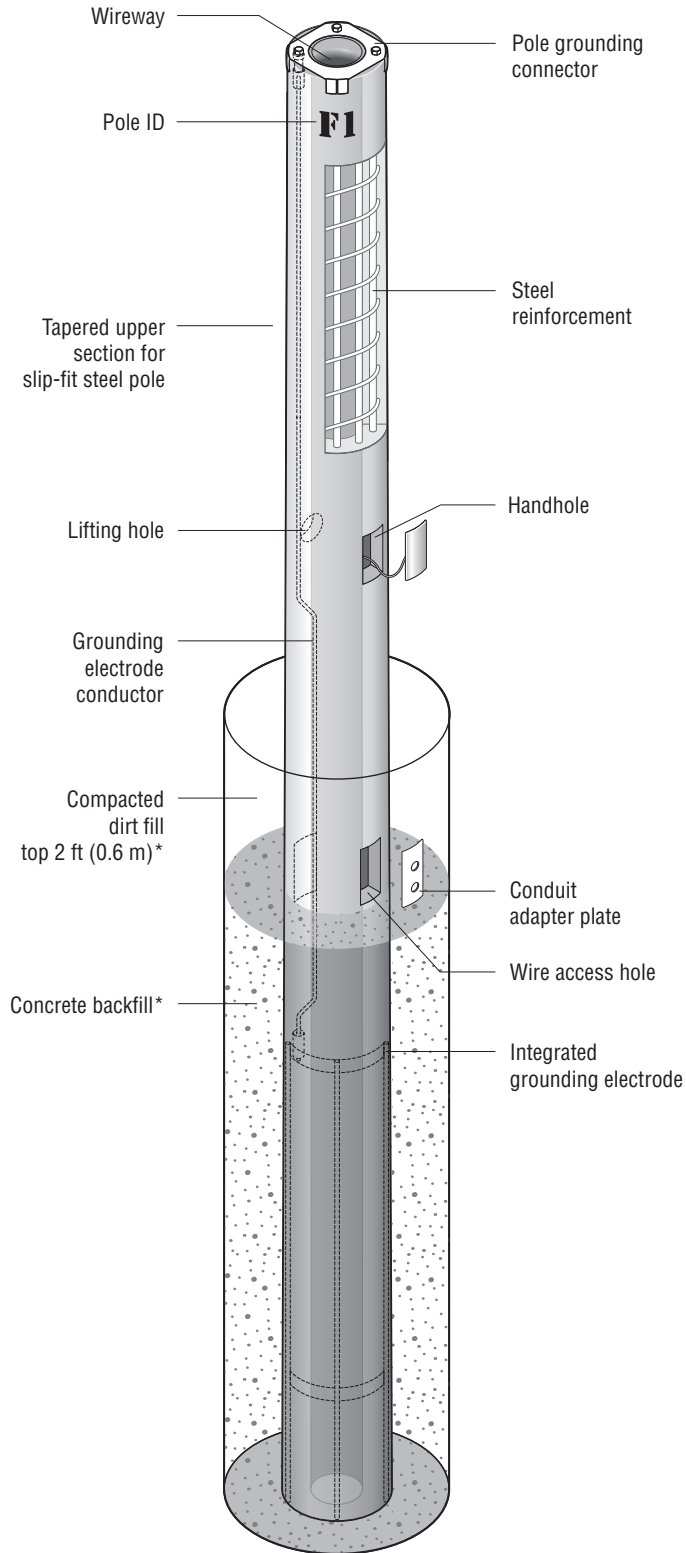
#### Construction

- Spun concrete construction
- Prestressed vertical strands and steel coil spiral for radial reinforcement throughout base
- Minimum design strength is 9500 lb/in<sup>2</sup> (65.5 MPa) at 28 days
- Meets ASTM C1804 design requirements

#### Quality Assurance Tests

- 28-day compressive strength
- Bending moment capacity
- Grounding system continuity

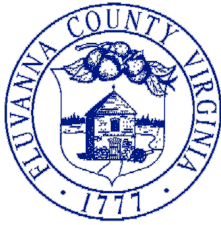
# HID Light Source – Precast Concrete Base



\*Standard pier foundation shown. Foundation and/or backfill may vary per alternate foundation design.







# COUNTY OF FLUVANNA

*"Responsive & Responsible Government"*

BOS2022-06-15 p.409/458  
P.O. Box 540  
Palmyra, VA 22963  
(434) 591-1910  
Fax (434) 591-1911  
www.fluvannacounty.org

## MEMORANDUM

TAB M

**Date:** June 07, 2022  
**From:** Finance Department  
**To:** Board of Supervisors  
**Subject:** Accounts Payable Report for May 2022

1. Staff recommends that the Board of Supervisors ratify the expenditures in the attached report and summarized below.


CATEGORY	AMOUNT
General	\$975,496.14
Capital Improvements	\$53,859.75
Debt Service	\$0.00
Sewer	\$1,730.61
Fork Union Sanitary District	\$13,124.38
Zion Crossroads Water & Sewer	\$22,759.50
<b>TOTAL AP EXPENDITURES</b>	<b>\$1,066,970.38</b>
Payroll	\$996,835.32
<b>TOTAL</b>	<b>\$2,063,805.70</b>


### MOTION


I move the Accounts Payable and Payroll be ratified for April 2022 in the amount of \$2,063,805.70

Encl:  
AP Report



	A	B	C	D	F	G	H	J
1	<b>County of Fluvanna</b>			<b>From Date: 5/1/2022</b>				
2	<b>Accounts Payable List</b>			<b>To Date: 5/31/2022</b>				
4	<b>Vendor Name</b>	<b>Charge To</b>	<b>Description</b>	<b>Invoice Number</b>	<b>Invoice Date</b>	<b>Check Date</b>	<b>Check Amount</b>	
5	<b>Fund # - 100 GENERAL FUND</b>							
6	<b>GENERAL FUND</b>							
7	MINNESOTA LIFE INS. CO	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 051322	95464	5/13/2022	5/27/2022	349.28	
8	MINNESOTA LIFE INS. CO	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 052722	95663	5/27/2022	5/27/2022	365.01	
9	CARDINAL VENTURE INC.	CUSTOMERS DEPOSITS/REFUNDS	SIGN DEPOSIT REFUND	051822	5/18/2022	5/20/2022	90.00	
10	FREIDA FIFE	PLANNING ESCROW DEVELOPER	REFUND ES CASH BOND- ES20-169	050422	5/4/2022	5/6/2022	2,000.00	
11	WONDERVIEW HOMES	PLANNING ESCROW DEVELOPER	REFUND ES CASH BOND: ES21-96 &	042622MAY	4/25/2022	5/6/2022	4,000.00	
12	ZION CROSSROADS, LLC	PLANNING ESCROW DEVELOPER	REFUND ES CASH BOND -ES18-97	051722	5/17/2022	5/20/2022	30,538.00	
13	TREASURER OF VIRGINIA	SHERIFF'S FEE PAY TO C/W VA	APRIL '22 SHERIFF'S FEES	78577	5/2/2022	5/31/2022	631.13	
14	VACORP	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 052722	95664	5/27/2022	5/27/2022	673.75	
15	VACORP	CLEARING ACCOUNT- PAYROLL	Payroll Run 1 - Warrant 051322	95465	5/13/2022	5/27/2022	716.27	
16						<b>Total:</b>	<b>\$39,363.44</b>	
17								
18	<b>OTHER LOCAL TAXES</b>							
19	TOWN OF SCOTTSVILLE	SALES TAX-	SALES TAX	78580	5/16/2022	5/31/2022	189.12	
20						<b>Total:</b>	<b>\$189.12</b>	
21								
22	<b>BOARD OF SUPERVISORS</b>							
23	BANK OF AMERICA	OTHER OPERATING SUPPLIES	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	27.00	
24	BANK OF AMERICA	OTHER OPERATING SUPPLIES	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	35.51	
25	BANK OF AMERICA	OTHER OPERATING SUPPLIES	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	37.09	
26	BANK OF AMERICA	OTHER OPERATING SUPPLIES	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	63.00	
27	BANK OF AMERICA	OTHER OPERATING SUPPLIES	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	68.38	
28	BANK OF AMERICA	OTHER OPERATING SUPPLIES	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	79.40	
29	PITNEY BOWES PURCHASE	POSTAL SERVICES	MONTHLY BILL FOR REFILL AND	041822MAY	4/18/2022	5/6/2022	4.17	
30						<b>Total:</b>	<b>\$314.55</b>	
31								
32	<b>COUNTY ADMINISTRATOR</b>							
33	BANK OF AMERICA	CONTRACT SERVICES	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	0.72	
34	BANK OF AMERICA	OTHER OPERATING SUPPLIES	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	22.50	
35	BANK OF AMERICA	POSTAL SERVICES	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	14.76	
36	BANK OF AMERICA	POSTAL SERVICES	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	21.76	
37	BANK OF AMERICA	POSTAL SERVICES	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	51.86	
38	PITNEY BOWES PURCHASE	POSTAL SERVICES	MONTHLY BILL FOR REFILL AND	041822MAY	4/18/2022	5/6/2022	15.00	
39	PITNEY BOWES PURCHASE	POSTAL SERVICES	MONTHLY BILL FOR REFILL AND	041822MAY	4/18/2022	5/6/2022	26.33	
40	STAPLES CONTRACT &	FURNITURE & FIXTURES	MONTHLY INVOICE SUMMARY	8066104517	4/30/2022	5/6/2022	197.36	
41	STAPLES CONTRACT &	OFFICE SUPPLIES	MONTHLY OFFICE SUPPLIES BILL- BY	8065780925	4/2/2022	5/6/2022	227.31	
42						<b>Total:</b>	<b>\$577.60</b>	

	A	B	C	D	F	G	H	J
1	<b>County of Fluvanna</b>		<b>From Date: 5/1/2022</b>					
2	<b>Accounts Payable List</b>		<b>To Date: 5/31/2022</b>					
4	<b>Vendor Name</b>	<b>Charge To</b>	<b>Description</b>	<b>Invoice Number</b>	<b>Invoice Date</b>	<b>Check Date</b>	<b>Check Amount</b>	
43								
44	<b>COUNTY ATTORNEY</b>							
45	PAYNE & HODOUS, LLC.	COUNTY ATTY LEGAL- GENERAL	LEGAL- GENERAL, PROCUREMENT,	050522MAY	5/5/2022	5/13/2022	10,000.00	
46	PAYNE & HODOUS, LLC.	COUNTY ATTY LEGAL-	LEGAL- GENERAL, PROCUREMENT,	050522MAY	5/5/2022	5/13/2022	10,925.00	
47	PAYNE & HODOUS, LLC.	COUNTY ATTY LEGAL- SPECIAL	LEGAL- GENERAL, PROCUREMENT,	050522MAY	5/5/2022	5/13/2022	2,681.00	
48						<b>Total:</b>	<b>\$23,606.00</b>	
49								
50	<b>COMMISSIONER OF THE REVENUE</b>							
51	BANK OF AMERICA	EDP EQUIPMENT	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	22.10	
52	BANK OF AMERICA	FURNITURE & FIXTURES	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	70.01	
53	BANK OF AMERICA	OFFICE SUPPLIES	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	34.51	
54	BANK OF AMERICA	PROFESSIONAL SERVICES	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	12.00	
55	BANK OF AMERICA	VEHICLE FUEL	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	43.29	
56	COMMISSIONERS OF THE	DUES OR ASSOCIATION	COR - MEMBERSHIP DUES 2022-2023	INV-MEMBERSHIP	5/9/2022	5/13/2022	340.00	
57	LAUREN SHERIDAN	FURNITURE & FIXTURES	OFFICE DEPOT COMPUTER CHAIR	050122	5/1/2022	5/6/2022	214.64	
58	STAPLES CONTRACT &	OFFICE SUPPLIES	MONTHLY INVOICE SUMMARY	8066104517	4/30/2022	5/6/2022	512.12	
59	STONEWALL	PROFESSIONAL SERVICES	COR- VAMANET PUBLIC SITE	9864	4/30/2022	5/13/2022	300.00	
60						<b>Total:</b>	<b>\$1,548.67</b>	
61								
62	<b>REASSESSMENT</b>							
63	PEARSON'S APPRAISAL	PROFESSIONAL SERVICES	APPRAISAL SERV. FOR COUNTY 2023	INVOICE #1: 5/13/22	5/13/2022	5/20/2022	13,632.50	
64						<b>Total:</b>	<b>\$13,632.50</b>	
65								
66	<b>TREASURER</b>							
67	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	COMPLIANCESIGNS.COM NO CELL	1Y7F-FH1R-LRNG	5/9/2022	5/20/2022	38.71	
68	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	TREASURER- AMAZON BASICS FOLDING	1HXD-QV4D-GYH6	5/8/2022	5/20/2022	46.99	
69	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	TREASURER- HAMMERMILL PRINTER	1QNM-GWHJ-7Q1J	5/19/2022	5/27/2022	354.00	
70	BMS DIRECT	PRINTING AND BINDING	TREASURERS OFFICE- REAL ESTATE	158191	5/16/2022	5/20/2022	1,154.29	
71	BMS DIRECT	PRINTING AND BINDING	TREASURERS OFF.- PERSONAL PROP	158185	5/16/2022	5/20/2022	2,613.74	
72	PITNEY BOWES	POSTAL SERVICES	TREASURERS- POSTAGE METER	3315605416	4/23/2022	5/20/2022	655.44	
73	VIRGINIA DEPT. OF MOTOR	DMV-ONLINE	ACCT#546001282025 STOPS REMOVED	050322	5/3/2022	5/6/2022	25.00	
74						<b>Total:</b>	<b>\$4,888.17</b>	
75								
76	<b>INFORMATION TECHNOLOGY</b>							
77	AMAZON CAPITAL SERVICES	ADP SERVICES	IT- FLUKE NETWORKS CLIP-SET RJ45 8-	1JN9-93MG-4RJ7	3/28/2022	5/6/2022	76.03	
78	AMAZON CAPITAL SERVICES	PROFESSIONAL SERVICES	IT- TRIPP LITE SMART 1500VA SMART	1VDM-73D4-433P	5/12/2022	5/20/2022	306.03	
79	B&H PHOTO-VIDEO	PROFESSIONAL SERVICES	IT- SKB ROLLING CMPCT RIG: 10U TOP/	201328373	4/24/2022	5/6/2022	424.47	
80	B&H PHOTO-VIDEO	PROFESSIONAL SERVICES	IT- AURAY VENTED RACK SHELF, SHURE	201328534	4/24/2022	5/6/2022	473.99	

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81	BANK OF AMERICA	ADP SERVICES	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	21.00	
82	BANK OF AMERICA	ADP SERVICES	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	25.00	
83	BANK OF AMERICA	ADP SERVICES	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	52.99	
84	BANK OF AMERICA	ADP SERVICES	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	177.23	
85	BANK OF AMERICA	ADP SERVICES	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	452.00	
86	BANK OF AMERICA	PROFESSIONAL SERVICES	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	23.82	
87	FIREFLY	TELECOMMUNICATIONS	INTERNET MONTHLY BILL- 05/01-05/31/22	050122MAY	5/1/2022	5/6/2022	1,438.90	
88						<b>Total:</b>	<b>\$3,471.46</b>	
89								
90	<b>FINANCE</b>							
91	IMAGETREND, INC	CONTRACT SERVICES	FCFR- BILLING BRIDGE PROFESSIONAL	135543	4/30/2022	5/20/2022	4,392.46	
92	PITNEY BOWES PURCHASE	POSTAL SERVICES	MONTHLY BILL FOR REFILL AND	041822MAY	4/18/2022	5/6/2022	157.48	
93	STAPLES CONTRACT &	OFFICE SUPPLIES	MONTHLY OFFICE SUPPLIES BILL- BY	8065780925	4/2/2022	5/6/2022	119.64	
94						<b>Total:</b>	<b>\$4,669.58</b>	
95								
96	<b>REGISTRAR/ELECTORAL BOARD</b>							
97	AUTOMATED OFFICE	LEASE/RENT	REGISTRAR- MONTHLY 2/28-03/29/22	099940	4/29/2022	5/6/2022	155.00	
98	BIGEYE DIRECT INC	CONTRACT SERVICES	VOTER REGISTRATION NOTICE MAILING	109764	5/2/2022	5/6/2022	6,645.08	
99	ELECTION CENTER	CONVENTION AND EDUCATION	VA REGISTERED ELECTION OFFICIAL	CONF#335296	5/24/2022	5/27/2022	121.00	
100	RESERVE ACCOUNT	POSTAL SERVICES	REGISTRAR- POSTAGE REFILL	52365707MAY	5/20/2022	5/27/2022	8,000.00	
101	THE SUPPLY ROOM	OFFICE SUPPLIES	REGISTRAR- BSN OPENER, LETTER,	4149207-0	10/8/2020	5/27/2022	29.40	
102	THE SUPPLY ROOM	OFFICE SUPPLIES	REGISTRAR- RSS SELF INKING DATE,	4147767-0 MAY	10/9/2020	5/27/2022	58.15	
103	VEBA	DUES OR ASSOCIATION	REGISTRAR- 2022 MEMBERSHIP	051722	5/17/2022	5/20/2022	180.00	
104						<b>Total:</b>	<b>\$15,188.63</b>	
105								
106	<b>HUMAN RESOURCES</b>							
107	ANTHEM EAP	OTHER OPERATING SERVICES	HR- ACCT: 2053882172 EAP FEES 6/1-	205380534620	5/25/2022	5/27/2022	25.80	
108	BANK OF AMERICA	OTHER OPERATING SERVICES	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	50.00	
109	VIRGINIA DEPARTMENT OF	OTHER OPERATING SERVICES	HR- CCRE-SOR NAME SEARCH	CJIS-6298	5/1/2022	5/6/2022	80.00	
110	VIRGINIA EMPLOYMENT	UNEMPLOYMENT	HR- QUARTERLY REIMBURSEMENT BILL	042922MAY	4/29/2022	5/6/2022	785.24	
111						<b>Total:</b>	<b>\$941.04</b>	
112								
113	<b>GENERAL DISTRICT COURT</b>							
114	STAPLES CONTRACT &	OFFICE SUPPLIES	MONTHLY OFFICE SUPPLIES BILL- BY	8065780925	4/2/2022	5/6/2022	83.59	
115						<b>Total:</b>	<b>\$83.59</b>	
116								
117	<b>COURT SERVICE UNIT</b>							
118	DENNIS CRONIN	MILEAGE ALLOWANCES	MILEAGE FOR APRIL 2022	051122MAY	5/11/2022	5/13/2022	68.10	


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119	U.S. POSTAL SERVICE	POSTAL SERVICES	COURT SERVICES- 2 ROLLS OF	050622	5/6/2022	5/20/2022	118.00	
120								<b>Total: \$186.10</b>
121								
122	<b>CLERK OF THE CIRCUIT COURT</b>							
123	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	CIRCUIT CT- SHARPIE ACCENT	1YLY-LV1J-K1GR	5/19/2022	5/27/2022	71.07	
124	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	CIRCUIT CT- AVERY SHIPPING LABELS,	14FF-YL7T-MKVW	5/22/2022	5/27/2022	80.74	
125	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	CIRCUIT CT- TOP FLIGHT PSTF10NWT	1JRW-QXLK-WVJM	5/23/2022	5/27/2022	166.86	
126	BANK OF AMERICA	CONVENTION AND EDUCATION	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	203.28	
127	BC GROUP HOLDINGS INC.	PRINTING AND BINDING	CIRCUIT CT- FULL COLOR YMCKO	INV6834383	5/18/2022	5/27/2022	210.98	
128	LOGAN SYSTEMS, INC.	PROFESSIONAL SERVICES	CIRCUIT CT- PROFESSIONAL SERVICES	56461	5/15/2022	5/20/2022	2,541.67	
129	LOGAN SYSTEMS, INC.	PROFESSIONAL SERVICES	CIRCUIT CT- CONVERSION OF LAND	56520	5/12/2022	5/20/2022	29,770.00	
130	TRISTANA TREADWAY	MILEAGE ALLOWANCES	REIMBURSEMENT- POV MILEAGE	050622MAY	5/6/2022	5/13/2022	81.90	
131								<b>Total: \$33,126.50</b>
132								
133	<b>COMMONWEALTH ATTY</b>							
134	BANK OF AMERICA	CONVENTION AND EDUCATION	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	7.00	
135	BANK OF AMERICA	SUBSISTENCE & LODGING	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	495.90	
136	BANK OF AMERICA	SUBSISTENCE & LODGING	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	527.70	
137	MATTHEW BENDER & CO INC	MAINTENANCE CONTRACTS	COMMONWEALTH ATTORNEY- LEXIS	309384486	4/30/2022	5/6/2022	148.00	
138	PITNEY BOWES	POSTAL SERVICES	COMMONWEALTH ATTY OFF- LEASING	3315692957	5/14/2022	5/20/2022	77.37	
139	STAPLES CONTRACT &	OFFICE SUPPLIES	MONTHLY INVOICE SUMMARY	8066104517	4/30/2022	5/6/2022	131.98	
140	STAPLES CONTRACT &	OFFICE SUPPLIES	MONTHLY OFFICE SUPPLIES BILL- BY	8065780925	4/2/2022	5/6/2022	556.49	
141	THE DAILY PROGRESS	BOOKS/PUBLICATIONS	COMMONWEALTH ATTY OFF.: 52 WKS	720-000001057111	5/4/2022	5/20/2022	420.99	
142	V.A.L.E.C.O.	DUES OR ASSOCIATION	VALECO FY23 DUES	051822	5/18/2022	5/20/2022	85.00	
143	VACA	CONVENTION AND EDUCATION	VACA 83 ANNUAL SUMMER	150683	5/10/2022	5/27/2022	400.00	
144	VACA	CONVENTION AND EDUCATION	VACA 83- ANNUAL SUMMER	150685	5/10/2022	5/27/2022	400.00	
145	VALLEY BUSINESS FORMS	OFFICE SUPPLIES	COMMONWEALTH ATTORNEY-	22601	5/16/2022	5/27/2022	134.00	
146								<b>Total: \$3,384.43</b>
147								
148	<b>SHERIFF</b>							
149	ADVANCE AUTO PARTS	VEHICLE/POWER EQUIP SUPPLIES	FCSO- OIL FILTER: 2020 FORD TRANSIT	7306211945733	4/29/2022	5/6/2022	4.39	
150	ADVANCE AUTO PARTS	VEHICLE/POWER EQUIP SUPPLIES	FCSO- CARQUEST STANDARD OIL	7306212969899	5/9/2022	5/13/2022	4.18	
151	ADVANCE AUTO PARTS	VEHICLE/POWER EQUIP SUPPLIES	FCSO- CARQUEST STANDARD, R84502,	7306213169933	5/11/2022	5/20/2022	2.30	
152	ADVANCE AUTO PARTS	VEHICLE/POWER EQUIP SUPPLIES	FCSO- 2015 DODGE CHARGER-	7306213746598	5/17/2022	5/20/2022	116.57	
153	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	FCSO- SPIGEN TEMPERED GLASS	19LY-JQGV-WP4W	5/7/2022	5/13/2022	20.99	
154	AMAZON CAPITAL SERVICES	POLICE SUPPLIES	FCSO- KEYBOARD CASE FOR IPAD	19LY-JQGV-VJCV	5/7/2022	5/13/2022	49.96	
155	AMAZON CAPITAL SERVICES	POLICE SUPPLIES	FCSO- SPIGEN TEMPERED GLASS	19LY-JQGV-WP4W	5/7/2022	5/13/2022	70.40	
156	AMAZON CAPITAL SERVICES	POLICE SUPPLIES	FCSO- URBAN ARMOR GEAR UAG, ALS	1JNM-RFXJ-L9QP	5/18/2022	5/27/2022	155.96	

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157	AMAZON CAPITAL SERVICES	TELECOMMUNICATIONS	FCSO- PITAKA MAGNETIC CASE FOR	11CH-LL1F-Y7Y1	5/6/2022	5/20/2022	128.43		
158	AMAZON CAPITAL SERVICES	TELECOMMUNICATIONS	FCSO- URBAN ARMOR GEAR UAG, ALS	1JNM-RFXJ-L9QP	5/18/2022	5/27/2022	63.96		
159	AMAZON CAPITAL SERVICES	TELECOMMUNICATIONS	FCSO- VANTRUE S1 4K HIDDEN DASH	1CW1-Q9V6-LFKY	5/18/2022	5/27/2022	97.99		
160	AMAZON CAPITAL SERVICES	VEHICLE/POWER EQUIP SUPPLIES	FCSO- VANTRUE S1 4K HIDDEN DASH	1CW1-Q9V6-LFKY	5/18/2022	5/27/2022	179.99		
161	AMERICAN UNIFORM SALES,	UNIFORM/WEARING APPAREL	FCSO- AMORSKIN	00060191	5/16/2022	5/20/2022	112.26		
162	AMERICAN UNIFORM SALES,	UNIFORM/WEARING APPAREL	FCSO-TAC VESTS QTY-3	00060230	5/19/2022	5/27/2022	335.77		
163	AT&T 286-3642	TELECOMMUNICATIONS	FCSO-BUSINESS LONG DISTANCE	7305055828001 MAY	5/6/2022	5/27/2022	59.97		
164	BANK OF AMERICA	FOOD SUPPLIES	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	34.79		
165	BANK OF AMERICA	FOOD SUPPLIES	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	56.39		
166	BANK OF AMERICA	FOOD SUPPLIES	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	126.96		
167	BANK OF AMERICA	FOOD SUPPLIES	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	143.69		
168	BANK OF AMERICA	FOOD SUPPLIES	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	182.10		
169	BANK OF AMERICA	INVESTIGATIVE SERVICES	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	75.00		
170	BANK OF AMERICA	OFFICE SUPPLIES	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	129.24		
171	BANK OF AMERICA	OFFICE SUPPLIES	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	160.16		
172	BANK OF AMERICA	OFFICE SUPPLIES	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	181.06		
173	BANK OF AMERICA	OTHER OPERATING SUPPLIES	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	44.49		
174	BANK OF AMERICA	POLICE SUPPLIES	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	(\$8.95)		
175	BANK OF AMERICA	POLICE SUPPLIES	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	171.53		
176	BANK OF AMERICA	POLICE SUPPLIES	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	212.36		
177	BANK OF AMERICA	SUBSISTENCE & LODGING	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	35.48		
178	BANK OF AMERICA	SUBSISTENCE & LODGING	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	67.46		
179	BANK OF AMERICA	SUBSISTENCE & LODGING	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	567.90		
180	BANK OF AMERICA	SUBSISTENCE & LODGING	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	593.33		
181	BANK OF AMERICA	VEHICLE FUEL	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	1,171.38		
182	BANK OF AMERICA	VEHICLE/POWER EQUIP SUPPLIES	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	13.54		
183	CAMPBELL EQUIPMENT, INC.	VEHICLES REP & MAINT	FCSO- TIRE MOUNT AND BALANCE,	FSCO091	5/4/2022	5/13/2022	25.00		
184	CELLEBRITE INC	CONVENTION AND EDUCATION	FCSO- OLT-LO CCO CCPA: CERTIFIED	Q-246993-1	5/2/2022	5/6/2022	3,850.00		
185	CENTURYLINK	TELECOMMUNICATIONS	FCSO-MONTHLY SERVICE 5/7-6/3	309903768 MAY	5/7/2022	5/20/2022	172.91		
186	CENTURYLINK	TELECOMMUNICATIONS	FCSO- LONG DISTANCE MONTHLY	310191749 MAY	5/16/2022	5/27/2022	1,104.76		
187	CENTURYLINK	TELECOMMUNICATIONS	FCSO- MONTHLY STATEMENT 5/16-6/15	309797542 MAY	5/16/2022	5/27/2022	185.13		
188	CLEAR COMMUNICATIONS	VEHICLE/POWER EQUIP SUPPLIES	FCSO- POWER CABLE 10', 12 AWG, 20A,	125702	5/25/2022	5/27/2022	83.98		
189	EAST COAST EMERGENCY	VEHICLE/POWER EQUIP SUPPLIES	FCSO- SHERIFF'S 2022 CHEVY TAHOE	30104	5/2/2022	5/13/2022	4,706.25		
190	EAST COAST EMERGENCY	VEHICLE/POWER EQUIP SUPPLIES	FCSO- 2021/2022 FORD F-150	30105	5/2/2022	5/13/2022	7,563.82		
191	EAST COAST EMERGENCY	VEHICLES REP & MAINT	FCSO- CHEVY TAHOE, INSTALL CUST	30222	5/13/2022	5/20/2022	75.00		
192	FIREFLY	TELECOMMUNICATIONS	INTERNET MONTHLY BILL- 05/01-05/31/22	050122MAY	5/1/2022	5/6/2022	525.00		
193	FLUVANNA ACE HARDWARE	POLICE SUPPLIES	FCSO- ACE SLIMPLUG 16/2 6"WHT	040122MAY	4/1/2022	5/6/2022	9.59		
194	FRAZIER CONCEPTS, LLC	OTHER OPERATING SUPPLIES	FCSO- PLAQUE 9X12	22-0329	4/7/2022	5/6/2022	195.86		



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195	GALLS, LLC.	POLICE SUPPLIES	FCSO- STINGER DS LED STD CHARGE,	020956431	4/19/2022	5/6/2022	136.56	
196	GALLS, LLC.	UNIFORM/WEARING APPAREL	FCSO- MOLDED DUTY BELT	020956064	4/19/2022	5/6/2022	26.28	
197	GALLS, LLC.	UNIFORM/WEARING APPAREL	FCSO- UA VALSETZ RTS 1.5 ZIP	020956421	4/19/2022	5/6/2022	124.59	
198	GALLS, LLC.	UNIFORM/WEARING APPAREL	FCSO- STINGER DS LED STD CHARGE,	020956431	4/19/2022	5/6/2022	313.41	
199	GALLS, LLC.	UNIFORM/WEARING APPAREL	FSCO- 5.11 TAC LITE PANTS QTY3	021059865	5/2/2022	5/20/2022	138.89	
200	GALLS, LLC.	UNIFORM/WEARING APPAREL	FCSO- BATES RALLYFORCE TALL SIDE	021088966	5/4/2022	5/20/2022	142.95	
201	GALLS, LLC.	UNIFORM/WEARING APPAREL	FCSO-5.11 TAC LITE PANTS, TR506 COY	021082904	5/4/2022	5/20/2022	353.62	
202	GOODSON'S AUTO REPAIR	VEHICLES REP & MAINT	FCSO- CAR 99 - STATE INSPECTION	FLU115	5/4/2022	5/6/2022	12.00	
203	GOODSON'S AUTO REPAIR	VEHICLES REP & MAINT	FCSO- CAR 98- OIL CHANGE, TIRE	FLU113	4/29/2022	5/6/2022	40.00	
204	GOODSON'S AUTO REPAIR	VEHICLES REP & MAINT	FCSO- CAR 25- OIL CHANGE, TIRE	FLU114	4/29/2022	5/6/2022	40.00	
205	GOODSON'S AUTO REPAIR	VEHICLES REP & MAINT	FCSO- CAR#27- OIL CHANGE, TIRE	FLU117	5/9/2022	5/13/2022	136.00	
206	GOODSON'S AUTO REPAIR	VEHICLES REP & MAINT	FCSO- CAR#43- BRAKE PADS, ROTORS,	FLU116	5/6/2022	5/13/2022	327.75	
207	GOODSON'S AUTO REPAIR	VEHICLES REP & MAINT	FCSO- CAR#11- STATE INSPECTION	FLU121	5/16/2022	5/20/2022	20.00	
208	GOODSON'S AUTO REPAIR	VEHICLES REP & MAINT	FCSO-CAR#28- OIL CHANGE, TIRE	FLU118	5/11/2022	5/20/2022	40.00	
209	GOODSON'S AUTO REPAIR	VEHICLES REP & MAINT	FCSO- CAR#21- OIL CHANGE, TIRE	FLU119	5/11/2022	5/20/2022	40.00	
210	GOODSON'S AUTO REPAIR	VEHICLES REP & MAINT	FCSO- CAR#54- OIL CHANGE, TIRE	FLU122	5/16/2022	5/20/2022	40.00	
211	GOODSON'S AUTO REPAIR	VEHICLES REP & MAINT	FCSO- CAR#26- UNDER SHIELD, OIL	FLU120	5/12/2022	5/20/2022	363.64	
212	GOODSON'S AUTO REPAIR	VEHICLES REP & MAINT	FCSO- CAR #17- OIL CHANGE AND TIRE	FLU125	5/25/2022	5/27/2022	40.00	
213	GOODSON'S AUTO REPAIR	VEHICLES REP & MAINT	FCSO- CAR#9- PSGR SIDE FRONT AXLE,	FLU124	5/24/2022	5/27/2022	436.74	
214	GOODSON'S AUTO REPAIR	VEHICLES REP & MAINT	FCSO- CAR #53- RADIATOR,AIR FILTER,	FLU123	5/20/2022	5/27/2022	853.82	
215	JAMES RIVER SOLUTIONS	VEHICLE FUEL	APRIL 2022 FUEL USAGE	05022022	5/2/2022	5/13/2022	10,733.30	
216	MANSFIELD OIL COMPANY	VEHICLE FUEL	FUEL INVOICE: 4/1-4/15/22	SQLCD-75707	4/15/2022	5/3/2022	248.48	
217	DEPUTY EARL SCHOEN	VEHICLE FUEL	FCSO- FUEL FOR PRISON TRANSPORT	ES01	5/12/2022	5/13/2022	72.96	
218	SHULL'S AUTOMOTIVE, INC.	VEHICLES REP & MAINT	FCSO- TOW- BLACK HONDA 2006	1002107 MAY	2/22/2022	5/27/2022	125.00	
219	SHULL'S AUTOMOTIVE, INC.	VEHICLES REP & MAINT	FCSO- TOW- CHEV CRUZ CAD #22-10270	1002071 MAY	5/14/2022	5/27/2022	185.00	
220	STAPLES CONTRACT &	FURNITURE & FIXTURES	MONTHLHLY INVOICE SUMMARY	8066104517	4/30/2022	5/6/2022	144.89	
221	STAPLES CONTRACT &	FURNITURE & FIXTURES	MONTHLY OFFICE SUPPLIES BILL- BY	8065780925	4/2/2022	5/6/2022	194.60	
222	STAPLES CONTRACT &	OFFICE SUPPLIES	MONTHLY OFFICE SUPPLIES BILL- BY	8065780925	4/2/2022	5/6/2022	712.08	
223	TREASURER OF VIRGINIA	PROFESSIONAL SERVICES	FCSO- MEDICAL EXAMINER REPORTS/	042922MAY	4/29/2022	5/13/2022	40.00	
224	VIRGINIA WHOLESALE TIRE	VEHICLE/POWER EQUIP SUPPLIES	FCSO- QTY9: 225/60R18 FS FIREHAWK	3057845	5/11/2022	5/20/2022	1,030.23	
225								
226								
227	<b>E911</b>							
228	AMAZON CAPITAL SERVICES	BLDGS EQUIP REP & MAINT	E911- ALEX TECH 10FT: 3/4 IN CORD	1PVM-69DQ-PVX9	4/30/2022	5/6/2022	143.49	
229	AMAZON CAPITAL SERVICES	BLDGS EQUIP REP & MAINT	E911- UBIQUITI NETWORKS UAP-AC-M-	1F7L-XH1H-69WV	4/26/2022	5/6/2022	209.90	
230	AMAZON CAPITAL SERVICES	TELECOMMUNICATIONS	E911- MOKO ARMOR FOLDABLE	1JCH-4111-F6HV	4/27/2022	5/6/2022	50.95	
231	AMAZON CAPITAL SERVICES	TELECOMMUNICATIONS	E911-APPLE MAGIC KEYBOARD FOR	1FMK-VM1Y-GCWX	4/27/2022	5/6/2022	379.09	
232	AMAZON CAPITAL SERVICES	TELECOMMUNICATIONS	E911- APPLE MAGIC KEYBOARD FOR	13GP-6GKG-L7L4	5/4/2022	5/13/2022	249.00	
						<b>Total:</b>	<b>\$40,971.12</b>	

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233	AT&T MOBILITY	TELECOMMUNICATIONS	E911- FCSSO NET MOTION	28784406274X04262022	4/18/2022	5/6/2022	2.19	
234	BANK OF AMERICA	BLDGS EQUIP REP & MAINT	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	51.60	
235	BANK OF AMERICA	CONVENTION AND EDUCATION	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	500.00	
236	BANK OF AMERICA	IT SERVICES	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	5.04	
237	BANK OF AMERICA	IT SERVICES	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	18.00	
238	BANK OF AMERICA	MAINTENANCE CONTRACTS	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	15.00	
239	BANK OF AMERICA	MAINTENANCE CONTRACTS	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	25.00	
240	BANK OF AMERICA	MAINTENANCE CONTRACTS	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	28.00	
241	BANK OF AMERICA	MAINTENANCE CONTRACTS	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	128.08	
242	BANK OF AMERICA	MAINTENANCE CONTRACTS	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	189.92	
243	BANK OF AMERICA	MAINTENANCE CONTRACTS	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	213.29	
244	BANK OF AMERICA	PROFESSIONAL SERVICES	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	476.00	
245	BANK OF AMERICA	SUBSISTENCE & LODGING	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	25.26	
246	BANK OF AMERICA	SUBSISTENCE & LODGING	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	32.12	
247	BANK OF AMERICA	SUBSISTENCE & LODGING	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	46.33	
248	BANK OF AMERICA	SUBSISTENCE & LODGING	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	62.19	
249	BANK OF AMERICA	SUBSISTENCE & LODGING	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	99.77	
250	BRIAN DEANE	SUBSISTENCE & LODGING	REIMBURSEMENT E911- APCO/NENA	052522 MAY	5/25/2022	5/27/2022	164.00	
251	CENTURYLINK	TELECOMMUNICATIONS	E911- MONTHLY LANDLINE: 4/19-5/18/22	041922MAY	4/19/2022	5/6/2022	144.21	
252	CENTURYLINK	TELECOMMUNICATIONS	E911- MONTHLY STATEMENT 5/19-6/18	310214091 MAY	5/19/2022	5/27/2022	144.21	
253	CENTURYLINK	TELECOMMUNICATIONS	E911- WIRELINE BILL MONTHLY	310042302 MAY	5/10/2022	5/27/2022	2,283.00	
254	CLEAR COMMUNICATIONS	PROFESSIONAL SERVICES	E911- INSTALL & EQ TO WIFI ANTENNAS	125553	4/27/2022	5/6/2022	1,209.88	
255	CLEAR COMMUNICATIONS	PROFESSIONAL SERVICES	E911- INSTALL & EQ WIFI ANTENNAS AT	125554	4/27/2022	5/6/2022	1,209.88	
256	CLEAR COMMUNICATIONS	PROFESSIONAL SERVICES	E911- INSTALL & EQ OF WIFI ANTENNAS	125552	4/26/2022	5/6/2022	1,209.89	
257	COMCAST CORPORATION	TELECOMMUNICATIONS	E911-MONTHLY SERVICE 5/8-6/7	8299600930046933MAY	5/3/2022	5/20/2022	113.69	
258	GEO-COMM, INC.	MAINTENANCE CONTRACTS	STANDARD DISPATCH MAP TERM	INV008942	5/3/2022	5/20/2022	13,181.00	
259	KIMBERLY CONSTANTINO	SUBSISTENCE & LODGING	REIMBURSEMENT E911- APCO/NENA	052522 MAY	5/25/2022	5/27/2022	164.00	
260	MICHAEL GRANDSTAFF	SUBSISTENCE & LODGING	REIMBURSEMENT E911- APCO/NENA	052522 MAY	5/25/2022	5/27/2022	164.00	
261	NEWEGG BUSINESS INC.	IT SERVICES	E911- ADAPTER CABLE, RIPJAWS	1303855942	4/25/2022	5/6/2022	131.34	
262	NWG SOLUTIONS, LLC.	IT SERVICES	E911- VITALSIGNS: NWG MANAGED	58729	4/29/2022	5/6/2022	1,487.00	
263	NWG SOLUTIONS, LLC.	MAINTENANCE CONTRACTS	E911- DATTO CLOUD SERVICE/	58739	4/29/2022	5/6/2022	1,168.70	
264	KORTESHA WILKINS	MILEAGE ALLOWANCES	REIMBURSEMENT E911- APCO/NENA	052522 MAY	5/25/2022	5/27/2022	190.75	
265	KORTESHA WILKINS	SUBSISTENCE & LODGING	REIMBURSEMENT E911- APCO/NENA	052522 MAY	5/25/2022	5/27/2022	164.00	
266	ROGER GATEWOOD	SUBSISTENCE & LODGING	REIMBURSEMENT E911- APCO/NENA	052522 MAY	5/25/2022	5/27/2022	164.00	
267	SPRINT	TELECOMMUNICATIONS	FCSSO- MOBILE STATEMENT: 3/23-4/22/22	313771602-048	4/26/2022	5/6/2022	20.00	
268	SPRINT	TELECOMMUNICATIONS	FCSSO- MOBILE STATEMENT: 3/23-4/22/22	313771602-048	4/26/2022	5/6/2022	162.87	
269	STAPLES CONTRACT &	OFFICE SUPPLIES	MONTHLY OFFICE SUPPLIES BILL- BY	8065780925	4/2/2022	5/6/2022	39.06	
270	STAPLES CONTRACT &	OFFICE SUPPLIES	MONTHLY INVOICE SUMMARY	8066104517	4/30/2022	5/6/2022	129.79	

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271	WORLDWIDE	MAINTENANCE CONTRACTS	E911- SPANISH OTP INTERPETATION	42750	5/6/2022	5/20/2022	7.00	
272								<b>Total: \$26,602.49</b>
273								
274	<b>FIRE AND RESCUE SQUAD</b>							
275	BANK OF AMERICA	CONVENTION AND EDUCATION	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	276.35	
276	LAKE MONTICELLO FIRE &	FIRE & RESCUE ASSN	LM FIRE, RESCUE AND WATER RESCUE	LM1-22	7/1/2021	5/20/2022	82,910.25	
277	LAKE MONTICELLO FIRE &	FIRE & RESCUE CAPITAL	LM FIRE & RESCUE EXPANSION	LMEXP-22	1/1/2022	5/20/2022	65,000.00	
278								<b>Total: \$148,186.60</b>
279								
280	<b>CORRECTION AND DETENTION</b>							
281	COUNTY OF ALBEMARLE,	CONFINEMENT - BRJDC	CORRECTIONS- JUNE BILL- JUVENILE	FY2022-00000658	5/15/2022	5/27/2022	14,720.50	
282								<b>Total: \$14,720.50</b>
283								
284	<b>BUILDING INSPECTIONS</b>							
285	BANK OF AMERICA	BOOKS/PUBLICATIONS	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	74.95	
286	BANK OF AMERICA	CONVENTION AND EDUCATION	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	105.00	
287	BANK OF AMERICA	SUBSISTENCE & LODGING	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	116.79	
288	JAMES RIVER SOLUTIONS	VEHICLE FUEL	APRIL 2022 FUEL USAGE	05022022	5/2/2022	5/13/2022	520.96	
289	PITNEY BOWES PURCHASE	POSTAL SERVICES	MONTHLY BILL FOR REFILL AND	041822MAY	4/18/2022	5/6/2022	2.08	
290								<b>Total: \$819.78</b>
291								
292	<b>EMERGENCY MANAGEMENT</b>							
293	DELTA RESPONSE TEAM LLC	CONTRACT SERVICES	APRIL 2022 EMS STAFFING	20220429	4/29/2022	5/6/2022	52,090.83	
294	JAMES RIVER SOLUTIONS	VEHICLE FUEL	APRIL 2022 FUEL USAGE	05022022	5/2/2022	5/13/2022	223.15	
295	MANSFIELD OIL COMPANY	VEHICLE FUEL	FUEL INVOICE: 4/1-4/15/22	SQLCD-75707	4/15/2022	5/3/2022	9.48	
296								<b>Total: \$52,323.46</b>
297								
298	<b>LITTER</b>							
299	BANK OF AMERICA	PROFESSIONAL SERVICES	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	1,244.41	
300	EMANUEL TIRE OF VIGINIA,	PROFESSIONAL SERVICES	LANDFILL- I PASSTIRETRLR	500796	4/25/2022	5/6/2022	1,800.00	
301	EMANUEL TIRE OF VIGINIA,	PROFESSIONAL SERVICES	LITTER- LANDFILL- I-PASSTIRETRLR	500881	5/4/2022	5/13/2022	1,800.00	
302								<b>Total: \$4,844.41</b>
303								
304	<b>FACILITIES</b>							
305	ALBEMARLE LOCK & SAFE,	BLDGS EQUIP REP & MAINT	FACILIITES- SERVICE CALL, LABOR,	106788	5/2/2022	5/13/2022	475.00	
306	ALBEMARLE LOCK & SAFE,	BLDGS EQUIP REP & MAINT	FCPW- REGISTRAR OFFICE REPLACED	107056	5/11/2022	5/20/2022	160.90	
307	ALBEMARLE LOCK & SAFE,	BLDGS EQUIP REP & MAINT	FCPW- INSEPCTIONS DEPT. SAFE	106956	5/6/2022	5/20/2022	478.95	
308	AMAZON CAPITAL SERVICES	BLDGS EQUIP REP & MAINT	FACILIITIES- ROOF CEILING LEAK DRIP,	1JF3-6GY6-VHLW	2/23/2022	5/6/2022	74.87	

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309	AMAZON CAPITAL SERVICES	BLDGS EQUIP REP & MAINT	FCPW- PUROMA 4 PK 1.3 IN	1NMR-DFCT-R7P6	5/15/2022	5/20/2022	35.41		
310	AMAZON CAPITAL SERVICES	BLDGS EQUIP REP & MAINT	FCPW- DYNASTY HOLD OPEN DOOR	1LW7-6C4R-J4LY	5/14/2022	5/20/2022	92.95		
311	AMAZON CAPITAL SERVICES	GENERAL MATERIALS AND	FACILITIES- BATTERY CHARGER ,	1KVG-NL1F-LMKK	4/26/2022	5/6/2022	97.72		
312	AMAZON CAPITAL SERVICES	GENERAL MATERIALS AND	PUBLIC WORKS- DANGER: PESTICIDE	13TF-61GR-7QXF	5/18/2022	5/27/2022	43.95		
313	AMAZON CAPITAL SERVICES	VEHICLE/POWER EQUIP SUPPLIES	FACILITIES- CARB GAS VALVE	1HLT-9KVH-MPF4	4/29/2022	5/13/2022	35.98		
314	AMAZON CAPITAL SERVICES	VEHICLE/POWER EQUIP SUPPLIES	FACILITIES-OEM 1" SHORT SHAFT	1VMC-DQHL-P6R1	4/29/2022	5/13/2022	289.99		
315	AMELIA OVERHEAD DOOR	BLDGS EQUIP REP & MAINT	PUBLIC WORKS- KENTS STORE FIRE	147519	5/6/2022	5/13/2022	2,950.00		
316	AMELIA OVERHEAD DOOR	BLDGS EQUIP REP & MAINT	PUBLIC WORKS- PALMYRA FIRE DEPT-	147584	5/10/2022	5/20/2022	495.19		
317	BANK OF AMERICA	BLDGS EQUIP REP & MAINT	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	(\$30.74)		
318	BANK OF AMERICA	BLDGS EQUIP REP & MAINT	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	19.04		
319	BANK OF AMERICA	BLDGS EQUIP REP & MAINT	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	28.56		
320	BANK OF AMERICA	BLDGS EQUIP REP & MAINT	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	30.00		
321	BANK OF AMERICA	BLDGS EQUIP REP & MAINT	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	60.00		
322	BANK OF AMERICA	BLDGS EQUIP REP & MAINT	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	195.00		
323	BANK OF AMERICA	BLDGS EQUIP REP & MAINT	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	465.00		
324	BANK OF AMERICA	BLDGS EQUIP REP & MAINT	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	790.00		
325	BANK OF AMERICA	POSTAL SERVICES	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	15.43		
326	BANK OF AMERICA	VEHICLE/POWER EQUIP SUPPLIES	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	52.96		
327	BANK OF AMERICA	VEHICLE/POWER EQUIP SUPPLIES	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	98.38		
328	BANK OF AMERICA	VEHICLE/POWER EQUIP SUPPLIES	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	165.73		
329	BANK OF AMERICA	VEHICLE/POWER EQUIP SUPPLIES	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	308.62		
330	BANK OF AMERICA	VEHICLES REP & MAINT	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	14.00		
331	BANK OF AMERICA	VEHICLES REP & MAINT	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	56.16		
332	BANK OF AMERICA	VEHICLES REP & MAINT	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	1,232.00		
333	BFPE INTERNATIONAL	BLDGS EQUIP REP & MAINT	PUBLIC WORKS- FLUVANNA CO COURT	2734060	3/21/2022	5/13/2022	380.00		
334	BFPE INTERNATIONAL	BLDGS EQUIP REP & MAINT	PUBLIC WORKS- FC COURT BLDG: PAD 2	2734061	3/21/2022	5/13/2022	1,131.98		
335	BFPE INTERNATIONAL	BLDGS EQUIP REP & MAINT	FCPW- FC BACKFLOWS, RETURN TRIP	2758533	5/18/2022	5/27/2022	142.50		
336	BRAME SPECIALTY	JANITORIAL SUPPLIES	PUBLIC WORKS- SUPPLIES	7729018	4/28/2022	5/6/2022	2,116.16		
337	BRAME SPECIALTY	JANITORIAL SUPPLIES	PUBLIC WORKS- DISINF DEOD,	7731431	5/5/2022	5/13/2022	299.96		
338	BUDGET ELECTRICAL &	CONTRACT SERVICES	PUBLIC WORKS- QUOTED ELEC.- FCSD	2895	5/18/2022	5/27/2022	1,134.85		
339	CAMPBELL EQUIPMENT, INC.	VEHICLES REP & MAINT	PUBLIC WORKS- 22" WIPER BLADES	051022MAY1	5/10/2022	5/20/2022	29.98		
340	CLEAR VISION	VEHICLES REP & MAINT	PUBLIC WORKS- 2014 FORD F150 1 DW	22-5804	5/11/2022	5/20/2022	309.00		
341	E.W. THOMAS	GENERAL MATERIALS AND	SALT FOR SHOP- ANTHONY TANNER	3320003120	2/14/2022	5/6/2022	1.19		
342	E.W. THOMAS	GENERAL MATERIALS AND	HLOGN BULBS- DENNIS JAMES	362565	2/24/2022	5/6/2022	6.49		
343	FLUVANNA ACE HARDWARE	AGRICULTURAL SUPPLIES	PUBLIC WORKS- SUPPLIES	043022MAY1	4/30/2022	5/13/2022	69.98		
344	FLUVANNA ACE HARDWARE	BLDGS EQUIP REP & MAINT	PUBLIC WORKS- SUPPLIES	043022MAY1	4/30/2022	5/13/2022	435.58		
345	HILL MANUFACTURING	JANITORIAL SUPPLIES	PUBLIC WORKS- BIO-ZYME QT,	118636	4/22/2022	5/6/2022	736.83		
346	JAMES RIVER SOLUTIONS	VEHICLE FUEL	APRIL 2022 FUEL USAGE	05022022	5/2/2022	5/13/2022	1,882.85		

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347	JONES AUTOMOTIVE/ALL	GENERAL MATERIALS AND	PUBLIC WORKS- AUTO PARTS	043022MAY	4/30/2022	5/13/2022	64.92	
348	JONES AUTOMOTIVE/ALL	VEHICLE/POWER EQUIP SUPPLIES	PUBLIC WORKS- AUTO PARTS	043022MAY	4/30/2022	5/13/2022	317.68	
349	JONES AUTOMOTIVE/ALL	VEHICLES REP & MAINT	PUBLIC WORKS- AUTO PARTS	043022MAY	4/30/2022	5/13/2022	489.79	
350	LANDSCAPE SUPPLY, INC.	AGRICULTURAL SUPPLIES	PUBLIC WORKS- ENDURANT BROWN	0237521-IN	4/25/2022	5/6/2022	117.28	
351	LOWE'S	BLDGS EQUIP REP & MAINT	MONTHLY STATEMENT- PUBLIC WORKS	042522MAY	4/25/2022	5/6/2022	452.67	
352	LOWE'S	GENERAL MATERIALS AND	MONTHLY STATEMENT- PUBLIC WORKS	042522MAY	4/25/2022	5/6/2022	586.63	
353	LOWE'S	VEHICLE/POWER EQUIP SUPPLIES	MONTHLY STATEMENT- PUBLIC WORKS	042522MAY	4/25/2022	5/6/2022	273.28	
354	MIDWEST MOTOR SUPPLY	GENERAL MATERIALS AND	PUBLIC WORKS- LOCK PIN	9617997	2/11/2022	5/6/2022	7.50	
355	MIDWEST MOTOR SUPPLY	GENERAL MATERIALS AND	PUBLIC WORKS- ASSORTMENT ROLL	9724460	3/18/2022	5/13/2022	41.86	
356	MIDWEST MOTOR SUPPLY	GENERAL MATERIALS AND	PUBLIC WORKS- (12 CT) 80881C PAINT &	9892433	5/12/2022	5/20/2022	263.40	
357	QUALITY WELDING, INC	VEHICLES REP & MAINT	FCPW- REPAIR CAB SHIELD, REPLACE	46076	5/13/2022	5/20/2022	639.41	
358	RAFALY ELECTRICAL	CONTRACT SERVICES	SOCIAL SERVICES BUILDING REPAIRS	9635	4/26/2022	5/6/2022	800.00	
359	RUHLMAN'S HAULING	CONTRACT SERVICES	PUBLIC WORKS- 20.78 TONS #57 DOG	050922MAY	5/9/2022	5/27/2022	457.16	
360	SOUTHERN AIR, INC.	CONTRACT SERVICES	FC ADMIN BLDG- HEAT PUMP NOT	823318	5/4/2022	5/20/2022	385.00	
361	SOUTHERN AIR, INC.	CONTRACT SERVICES	FC ADMIN BLDG- REPLACE EVAP COIL	8235409	5/5/2022	5/20/2022	3,341.76	
362	STAPLES CONTRACT &	OFFICE SUPPLIES	MONTHLY OFFICE SUPPLIES BILL- BY	8065780925	4/2/2022	5/6/2022	79.76	
363	THE SUPPLY ROOM	GENERAL MATERIALS AND	PUBLIC WORKS- CUP, PLASTIC 12 OZ, T	5911930-	4/30/2022	5/6/2022	69.01	
364	UNIFIRST CORP	LAUNDRY AND DRY CLEANING	PUBLIC WORKS- UNIFORMS FOR MONTH	043022STATEMENT	4/30/2022	5/13/2022	767.96	
365	VSI SUPPLY	GENERAL MATERIALS AND	PUBLIC WORKS- SUPPLIES HVVAC,	042522MAY	4/25/2022	5/6/2022	276.07	
366	W & H RESOURCES, INC	BLDGS EQUIP REP & MAINT	ADMIN BUILDING- LABOR :	39535	4/21/2022	5/13/2022	292.50	
367	W.W. GRAINGER INC	GENERAL MATERIALS AND	FACILITIES- SMOKE CANDLES, CABLE	9294954756	4/28/2022	5/6/2022	107.46	
368	WAYNE OXYGEN & WELDING	GENERAL MATERIALS AND	PUBLIC WORKS- CYLINDER RENTAL	866601	4/30/2022	5/13/2022	57.60	
369	WOLSELEY INVESTMENTS	BLDGS EQUIP REP & MAINT	PUBLIC WORKS- PLEASANT GROVE	9264546	4/29/2022	5/13/2022	153.55	
370	WOLSELEY INVESTMENTS	BLDGS EQUIP REP & MAINT	PUBLIC WORKS- PLEASANT GROVE PVC	M174525	4/28/2022	5/13/2022	208.85	
371								
372								
						<b>Total:</b>	<b>\$27,659.50</b>	
373	<b>GENERAL SERVICES</b>							
374	ALLIED PORTABLE TOILET	MAINTENANCE CONTRACTS	PUBLIC WORKS- CARYSBROOK	A-193888	5/17/2022	5/27/2022	166.40	
375	ALLIED PORTABLE TOILET	MAINTENANCE CONTRACTS	PUBLIC WORKS- PLEASANT GROVE	A-194099	5/17/2022	5/27/2022	166.40	
376	ALLIED PORTABLE TOILET	MAINTENANCE CONTRACTS	PUBLIC WORKS- PLEASANT GROVE	A-194100	5/17/2022	5/27/2022	166.40	
377	AMERICAN PEST	MAINTENANCE CONTRACTS	28 STONE JAIL - QTRLY PEST CONTROL	7098527	5/2/2022	5/20/2022	97.75	
378	AMERICAN PEST	MAINTENANCE CONTRACTS	FC TREASURER OFF #2 - SENTICON	7099188	5/2/2022	5/20/2022	418.60	
379	AMERICAN PEST	MAINTENANCE CONTRACTS	PUBLIC WORKS- PEST CONTROL	7097303	5/9/2022	5/20/2022	604.90	
380	AQUA VIRGINIA, INC.	WATER SERVICES	REGISTRAR'S OFFICE- 213 MAIN STREET	000797074	5/9/2022	5/13/2022	18.31	
381	AQUA VIRGINIA, INC.	WATER SERVICES	PUBLIC WORKS OFFICE- 197 MAIN	000792931	5/9/2022	5/13/2022	21.43	
382	AQUA VIRGINIA, INC.	WATER SERVICES	COMMONWEALTH ATTORNEY OFFICE-	001530185	5/9/2022	5/13/2022	23.77	
383	AQUA VIRGINIA, INC.	WATER SERVICES	197 NORTH GREEN- HCH AND 2 BLDGS	000792930	5/9/2022	5/13/2022	27.67	
384	AQUA VIRGINIA, INC.	WATER SERVICES	ADMINISTRATIVE OFFICE- 132 MAIN	000780010	5/9/2022	5/13/2022	101.16	




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1	<b>County of Fluvanna</b>		<b>From Date: 5/1/2022</b>					
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385	BFPE INTERNATIONAL	MAINTENANCE CONTRACTS	COUTNY COURTS BLDG-ANNUAL FLOW	2753051	4/29/2022	5/13/2022	840.00	
386	BFPE INTERNATIONAL	MAINTENANCE CONTRACTS	PUBLIC WORKS- FLUVANNA	2758531	5/18/2022	5/27/2022	103.00	
387	BFPE INTERNATIONAL	MAINTENANCE CONTRACTS	PUBLIC WORKS- FLUVANNA FIRE	2758532	5/18/2022	5/27/2022	146.50	
388	BFPE INTERNATIONAL	MAINTENANCE CONTRACTS	PUBLIC WORKS- F.C. COURT BLDG-SPK	2758530	5/18/2022	5/27/2022	195.70	
389	CENTRAL VA ELECTRIC	ELECTRICAL SERVICES	LIBRARY- MONTHLY ELECTRIC BILL	042922MAY	4/29/2022	5/6/2022	1,547.95	
390	CENTRAL VA ELECTRIC	ELECTRICAL SERVICES	FCSO- MONTHLY ELECTRIC BILL	042922MAY1	4/29/2022	5/6/2022	1,572.22	
391	CENTRAL VA ELECTRIC	ELECTRICAL SERVICES	FLUVANNA COUNTY FIRE HOUSE	050422MAY	5/4/2022	5/13/2022	291.09	
392	CENTRAL VA ELECTRIC	ELECTRICAL SERVICES	PLEASANT GROVE- ELEC SERVICE	105221-006 MAY	5/17/2022	5/27/2022	30.40	
393	CENTRAL VA ELECTRIC	ELECTRICAL SERVICES	PLEASANT GROVE- ELEC SERVICE-	105221-009 MAY	5/17/2022	5/27/2022	30.40	
394	CENTRAL VA ELECTRIC	ELECTRICAL SERVICES	PLEASANT GROVE- POLE BARN- 271	275904-006 MAY	5/17/2022	5/27/2022	30.40	
395	CENTRAL VA ELECTRIC	ELECTRICAL SERVICES	PLEASANT GROVE- 200A- FOR USER BY	105221-002 MAY	5/17/2022	5/27/2022	30.50	
396	CENTRAL VA ELECTRIC	ELECTRICAL SERVICES	PLEASANT GROVE- ELEC SERVICE- 271	105221-008 MAY	5/17/2022	5/27/2022	31.39	
397	CENTRAL VA ELECTRIC	ELECTRICAL SERVICES	HERITAGE FARM MUSEUM- 271	275904-011 MAY	5/17/2022	5/27/2022	32.28	
398	CENTRAL VA ELECTRIC	ELECTRICAL SERVICES	DOG KENNEL- W RIVER RD	275904-008 MAY	5/17/2022	5/27/2022	42.94	
399	CENTRAL VA ELECTRIC	ELECTRICAL SERVICES	PLEASANT GROVE- SOCCER FIELD-	105221-004 MAY	5/17/2022	5/27/2022	49.00	
400	CENTRAL VA ELECTRIC	ELECTRICAL SERVICES	PUBLIC SAFETY- OUTLETS BEHIND	085473-003 MAY	5/17/2022	5/27/2022	63.43	
401	CENTRAL VA ELECTRIC	ELECTRICAL SERVICES	PLEASANT GROVE- ELEC SERVICE- 271	105221-007 MAY	5/17/2022	5/27/2022	68.08	
402	CENTRAL VA ELECTRIC	ELECTRICAL SERVICES	PLEASANT GROVE- 400A- FOR USE BY	105221-003 MAY	5/17/2022	5/27/2022	104.67	
403	CENTRAL VA ELECTRIC	ELECTRICAL SERVICES	CONVENIENCE CENTER - LANDFILL-	275904-002 MAY	5/17/2022	5/27/2022	106.74	
404	CENTRAL VA ELECTRIC	ELECTRICAL SERVICES	REGISTRAR OFFICE SUITE 116	85473-009 MAY	5/17/2022	5/27/2022	130.55	
405	CENTRAL VA ELECTRIC	ELECTRICAL SERVICES	REGISTRAR OFFICE SUITE 115	85473-008 MAY	5/17/2022	5/27/2022	147.82	
406	CENTRAL VA ELECTRIC	ELECTRICAL SERVICES	E911 TOWER- VFW HALL- 2977 RIVER RD	275904-010 MAY	5/17/2022	5/27/2022	161.04	
407	CENTRAL VA ELECTRIC	ELECTRICAL SERVICES	E911 TOWER-LANDFILL- 11206 W RIVER	085473-005 MAY	5/17/2022	5/27/2022	212.92	
408	CENTRAL VA ELECTRIC	ELECTRICAL SERVICES	E911 TOWER- COLUMBIA SCHOOL- 563	085473-006 MAY	5/17/2022	5/27/2022	222.06	
409	CENTRAL VA ELECTRIC	ELECTRICAL SERVICES	PLEASANT GROVE HOUSE- 271	275904-004 MAY	5/17/2022	5/27/2022	255.22	
410	CENTRAL VA ELECTRIC	ELECTRICAL SERVICES	E911 TOWER- PUBLIC SAFETY BLDG-	275904-009 MAY	5/17/2022	5/27/2022	350.43	
411	CENTRAL VA ELECTRIC	STREET LIGHTS	PUBLIC SAFETY- STREET LIGHTS NEAR	085473-001 MAY	5/17/2022	5/27/2022	65.51	
412	CENTURYLINK	TELECOMMUNICATIONS	FACILITIES- 13 LINES- ELEVATORS &	309363296MAY	5/16/2022	5/27/2022	688.59	
413	CENTURYLINK	TELECOMMUNICATIONS	FACILITIES- PW EMERG LINE	309428096MAY	5/16/2022	5/27/2022	56.75	
414	CENTURYLINK	TELECOMMUNICATIONS	FACILITIES- 72 MAIN ST. ALARM SYSTEM	309697981MAY	5/16/2022	5/27/2022	71.14	
415	CENTURYLINK	TELECOMMUNICATIONS	FACILITIES- PERFORMING ARTS- MAIN &	309898636MAY	5/16/2022	5/27/2022	149.37	
416	CENTURYLINK	TELECOMMUNICATIONS	FACILITIES- CIRCUIT COURT- PANIC	310338742MAY	5/16/2022	5/27/2022	68.43	
417	CENTURYLINK	TELECOMMUNICATIONS	PALMYRA RESCUE SQUAD	310110229MAY	5/16/2022	5/27/2022	232.56	
418	COMPUTER CABLING &	MAINTENANCE CONTRACTS	PUBLIC WORKS- APRIL VUPS SERV-	043022MAY	4/30/2022	5/13/2022	110.00	
419	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	HOUSING OFFICE (2 STORY BUILDING)-	1134080009MAY	4/27/2022	5/6/2022	10.47	
420	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	211 MAIN ST	1284152509MAY	4/27/2022	5/6/2022	16.62	
421	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	OLD STONE JAIL	1424085007MAY	4/22/2022	5/6/2022	19.15	
422	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	IT DEPARTMENT OFFICE- 51 COURT	1114097502MAY	4/27/2022	5/6/2022	39.29	


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423	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	CELL TOWER @ FIRE STATION-14591	5699060132MAY	4/27/2022	5/6/2022	45.89	
424	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	WEAVER BUILDING (NEE CSA OFFICE) -	1124090000MAY	4/27/2022	5/6/2022	73.80	
425	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	8880 JMH	7048771633MAY	4/27/2022	5/6/2022	81.80	
426	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	PUBLIC WORKS OFFICE- 197 MAIN	1304130006MAY	4/27/2022	5/6/2022	89.26	
427	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	LARGE BALLFIELD- CONCESSIONS	692200942MAY	4/27/2022	5/6/2022	95.08	
428	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	SMALL BALLFIELD- CONCESSIONS &	274195007MAY	4/27/2022	5/6/2022	95.77	
429	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	CELL TOWER @ 1038 BREMO RD	6260822157MAY	4/27/2022	5/6/2022	149.88	
430	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	LARGE BALLFIELD- LIGHTS	3023889169MAY	4/22/2022	5/6/2022	200.62	
431	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	PERFORMING ARTS CENTER	4144237502MAY	4/22/2022	5/6/2022	204.94	
432	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	RESCUE SQUAD- PALMYRA- 90 RESCUE	4894115007MAY	4/22/2022	5/6/2022	231.54	
433	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	PUBLIC WORKS MAINTENANCE SHOP	2554330007MAY	4/27/2022	5/6/2022	245.00	
434	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	COMMONWEALTH ATTORNEY'S - 181	6274752663MAY	4/27/2022	5/6/2022	282.10	
435	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	FIRE STATION- FORK UNION- 5753	4834680458MAY	4/25/2022	5/6/2022	290.94	
436	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	FIRE STATION- PALMYRA	1005898992MAY	4/22/2022	5/6/2022	299.81	
437	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	TREASURER'S OFFICE	1024205005MAY	4/22/2022	5/6/2022	562.38	
438	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	HISTORIC COURTHOUSE	1144090006MAY	4/22/2022	5/6/2022	659.09	
439	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	CARYSBROOK GYMNASIUM ( INCLUDES	84297506MAY	4/22/2022	5/6/2022	737.81	
440	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	SOCIAL SERVIES BLDG	74032509MAY	4/22/2022	5/6/2022	859.23	
441	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	COMMUNITY CENTER & EXTENSION	4331888158MAY	4/26/2022	5/6/2022	909.68	
442	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	ADMINISTRATION BUILDING	1404067504MAY	4/22/2022	5/6/2022	1,060.69	
443	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	COURTS BUILDING	8895892548MAY	4/22/2022	5/6/2022	2,808.80	
444	DOMINION VIRGINIA POWER	STREET LIGHTS	FORK UNION STREET LIGHTS- NORTH-	7080078962MAY	4/27/2022	5/6/2022	67.40	
445	DOMINION VIRGINIA POWER	STREET LIGHTS	FORK UNION STREET LIGHTS- NORTH-	9609027314MAY	4/27/2022	5/6/2022	72.56	
446	DOMINION VIRGINIA POWER	STREET LIGHTS	COLUMBIA STREET LIGTS	4210122349MAY	4/27/2022	5/6/2022	217.92	
447	DOMINION VIRGINIA POWER	STREET LIGHTS	PALMYRA VILLAGE- STREET LIGHTING	3595578927MAY	4/27/2022	5/6/2022	489.13	
448	FORK UNION SANITARY	SEWER SERVICES	REGISTRAR 211 MAIN STREET	201300-577 MAY	5/16/2022	5/27/2022	10.00	
449	FORK UNION SANITARY	SEWER SERVICES	FLUVANNA PUBLIC WORKS 197 MAIN ST	201100-575 MAY	5/16/2022	5/27/2022	14.59	
450	FORK UNION SANITARY	SEWER SERVICES	COMMONWEALTH ATTORNEY 181 MAIN	201000-574 MAY	5/16/2022	5/27/2022	15.36	
451	FORK UNION SANITARY	SEWER SERVICES	FLUVANNA ADMIN BLDG 132 MAIN	200300-567 MAY	5/16/2022	5/27/2022	26.07	
452	FORK UNION SANITARY	SEWER SERVICES	FLUCO LIBRARY 214 COMMONS BLVD	206100-593 MAY	5/16/2022	5/27/2022	26.83	
453	FORK UNION SANITARY	SEWER SERVICES	PUBLIC SAFETY BLDG 160 COMMONS	206000-592 MAY	5/16/2022	5/27/2022	32.95	
454	FORK UNION SANITARY	SEWER SERVICES	PLEASANT GROVE HOUSE 1730	206800-18318 MAY	5/16/2022	5/27/2022	34.48	
455	FORK UNION SANITARY	SEWER SERVICES	FLUVANNA COURTS BLDG 72 MAIN	200200-565 MAY	5/16/2022	5/27/2022	39.84	
456	FORK UNION SANITARY	WATER SERVICES	CARYSBROOK BASEBALL FIELD (GYM)	11259-3956 MAY	5/16/2022	5/27/2022	21.00	
457	FORK UNION SANITARY	WATER SERVICES	FLUVANNA GYM 8878 JAMES MADISON	11260-143 MAY	5/16/2022	5/27/2022	21.00	
458	FORK UNION SANITARY	WATER SERVICES	CARYSBROOK SOFTBALL FIELD 8880	11266-3955 MAY	5/16/2022	5/27/2022	24.30	
459	FORK UNION SANITARY	WATER SERVICES	FLUVANNA COUNTY- FIRE HOUSE 5753	11121-139 MAY	5/16/2022	5/27/2022	40.80	
460	FORK UNION SANITARY	WATER SERVICES	FLUVANNA COUNTY- FORK UNION 5725	1120-134 MAY	5/16/2022	5/27/2022	59.50	







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499	BFI - FLUVANNA TRANSFER	CONTRACT SERVICES	PUBLIC WORKS- MSW, RECYCLABLES	4347-000006722	4/30/2022	5/13/2022	8,705.53	
500	CAMPBELL EQUIPMENT, INC.	CONTRACT SERVICES	PUBLIC WORKS-TIRE DISPOSAL AND	051022MAY	5/10/2022	5/20/2022	163.00	
501	CENTURYLINK	TELECOMMUNICATIONS	CONVENIENCE CENTER	310392717MAY	5/16/2022	5/27/2022	92.37	
502	DRAPER ADEN ASSOCIATES	PROFESSIONAL SERVICES	FACILITIES- PROJ 2100430 PROF	2022040419	4/30/2022	5/13/2022	2,790.00	
503	FAIRBANKS SCALES, INC.	BLDGS EQUIP REP & MAINT	LANDFILL- FUEL SURCHARGE II TRUCKS	1592806	4/29/2022	5/13/2022	82.00	
504	FAIRBANKS SCALES, INC.	BLDGS EQUIP REP & MAINT	LANDFILL- MAINTENANCE AGREEMENT	1592805	4/29/2022	5/13/2022	894.00	
505	JAMES RIVER SOLUTIONS	VEHICLE FUEL	APRIL 2022 FUEL USAGE	05022022	5/2/2022	5/13/2022	143.27	
506	REPUBLIC SERVICES #410	CONTRACT SERVICES	BFI- WASTE SERV- FLUVANNA CO	0410-000742505	4/30/2022	5/13/2022	8,160.00	
507								
508								
						<b>Total:</b>	<b>\$21,030.17</b>	
509	<b>PUBLIC UTILITIES</b>							
510	BANK OF AMERICA	OUTSIDE ANALYTICAL SERVICES	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	138.01	
511	BANK OF AMERICA	OUTSIDE ANALYTICAL SERVICES	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	2,059.05	
512	CENTRAL VA ELECTRIC	ELECTRICAL SERVICES	PLEASANT GROVE- DOG PARK WELL-	203061-001 MAY	5/17/2022	5/27/2022	30.59	
513	CENTRAL VA ELECTRIC	ELECTRICAL SERVICES	PLEASANT GROVE- COMPETITION PARK	105221-001 MAY	5/17/2022	5/27/2022	130.87	
514	CENTURYLINK	TELECOMMUNICATIONS	PALMYRA WASTEWATER TREATMENT	309433290MAY	5/19/2022	5/27/2022	81.74	
515	CENTURYLINK	TELECOMMUNICATIONS	PALMYRA- PUMP STATION ALARM CALL-	310089744MAY	5/19/2022	5/27/2022	61.95	
516	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	PUMP HOUSE- COURTS BUILDING WELL	4501632147MAY	4/22/2022	5/6/2022	158.01	
517	E.W. THOMAS	CHEMICAL SUPPLIES	NERELL RUSH- WATER	2938644	1/13/2022	5/6/2022	6.20	
518	E.W. THOMAS	CHEMICAL SUPPLIES	NERELL RUSH- WATER	2961784	3/16/2022	5/6/2022	10.74	
519	INBODEN ENVIRONMENTAL	OUTSIDE ANALYTICAL SERVICES	CARYSBROOK WWTP- WASTEWATER	72509	4/25/2022	5/6/2022	381.70	
520	INBODEN ENVIRONMENTAL	OUTSIDE ANALYTICAL SERVICES	CENTRAL WWTP	75210	4/25/2022	5/6/2022	429.00	
521	INBODEN ENVIRONMENTAL	OUTSIDE ANALYTICAL SERVICES	CARYSBROOK WWTP: WASTEWATER	75356	5/4/2022	5/20/2022	330.00	
522	INBODEN ENVIRONMENTAL	OUTSIDE ANALYTICAL SERVICES	CENTRAL WWTP- WASTEWATER	75357	5/4/2022	5/20/2022	447.70	
523	INBODEN ENVIRONMENTAL	OUTSIDE ANALYTICAL SERVICES	CARYSBROOK WWTP- WASTEWATER	75409	5/11/2022	5/27/2022	110.00	
524	INBODEN ENVIRONMENTAL	OUTSIDE ANALYTICAL SERVICES	PUBLIC UTILIT- WASTEWATER	75411	5/11/2022	5/27/2022	319.00	
525	JAMES RIVER SOLUTIONS	VEHICLE FUEL	APRIL 2022 FUEL USAGE	05022022	5/2/2022	5/13/2022	729.55	
526	LOWE'S	GENERAL MATERIALS AND	MONTHLY STATEMENT- PUBLIC WORKS	042522MAY	4/25/2022	5/6/2022	178.41	
527	PITNEY BOWES PURCHASE	POSTAL SERVICES	MONTHLY BILL FOR REFILL AND	041822MAY	4/18/2022	5/6/2022	231.95	
528	RIVANNA WATER & SEWER	CONTRACT SERVICES	MARCH 2022 WASTE DISPOSAL (6AM-	INV12880	3/25/2022	5/13/2022	594.00	
529	UNIFIRST CORP	LAUNDRY AND DRY CLEANING	PUBLIC WORKS- UNIFORMS FOR MONTH	043022STATEMENT	4/30/2022	5/13/2022	136.72	
530	UNIVAR USA, INC.	CHEMICAL SUPPLIES	MIDDLE SCHOOL- SODA ASH LITE 100	50207428	5/4/2022	5/13/2022	55.51	
531	UNIVAR USA, INC.	CHEMICAL SUPPLIES	FORK UNION SANIT DIST WWTP-	50207429	5/4/2022	5/13/2022	3,278.96	
532	UNIVAR USA, INC.	CHEMICAL SUPPLIES	MIDDLE SCHOOL CAUSTIC SODA 25%	50207430	5/4/2022	5/13/2022	3,288.43	
533	UNIVAR USA, INC.	CHEMICAL SUPPLIES	FORK UNION SANT DIST- CAUSTIC	50229647	5/12/2022	5/20/2022	4,193.33	
534	UNIVAR USA, INC.	CHEMICAL SUPPLIES	FORK UNION SANT DIST- CAUSTIC	50229646	5/12/2022	5/20/2022	5,830.66	
535	USABLUEBOOK	CHEMICAL SUPPLIES	PUBLIC UTILITIES- HACH INTELICAL	971491	5/6/2022	5/27/2022	1,204.65	
536	USABLUEBOOK	GENERAL MATERIALS AND	UTILITIES- WALCHEM EXT CABLE 20' 6-	952823	4/20/2022	5/6/2022	53.95	


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537	USABLUEBOOK	GENERAL MATERIALS AND	UTILITIES- STENNER GEAR CASE	951090	4/19/2022	5/6/2022	110.76		
538	VERIZON WIRELESS	TELECOMMUNICATIONS	PUBLIC WORKS- SERVICE 3/28-4/27/22	9905175330	4/27/2022	5/13/2022	149.86		
539	VIRGINIA UTILITY	DUES OR ASSOCIATION	UTILITIES- PBFLU1	04220223	4/30/2022	5/6/2022	33.60		
540	VIRGINIA UTILITY	DUES OR ASSOCIATION	PUBLIC WORKS- FORK UNION SANITARY	12210220	12/31/2021	5/13/2022	63.00		
541	VSI SUPPLY	CHEMICAL SUPPLIES	PUBLIC WORKS- SUPPLIES HVVAC,	042522MAY	4/25/2022	5/6/2022	1,847.30		
542	VSI SUPPLY	GENERAL MATERIALS AND	PUBLIC UTILITIES- SUPPLIES/TOOLS	042522MAY1	4/25/2022	5/13/2022	177.25		
543									
544									
545	<b>AMERICAN RESCUE PLAN ACT</b>								
546	SYDNOR HYDRO, INC.	INFRASTRUCTURE	PARTIAL BILLING #6- OMOHUNDRO AND	47167	2/28/2022	5/6/2022	36,076.20		
547									
548									
549	<b>CSA</b>								
550	BANK OF AMERICA	FOOD SUPPLIES	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	16.89		
551	PITNEY BOWES PURCHASE	POSTAL SERVICES	MONTHLY BILL FOR REFILL AND	041822MAY	4/18/2022	5/6/2022	40.37		
552									
553									
554	<b>CSA PURCHASE OF SERVICES</b>								
555	1VISION MENTORING LLC	FF4E-COMM SVCS		P02925207185	2/28/2022	5/20/2022	600.00		
556	1VISION MENTORING LLC	FF4E-COMM SVCS		P02925207284	2/28/2022	5/20/2022	660.00		
557	1VISION MENTORING LLC	FF4E-COMM SVCS		P03925207287	3/31/2022	5/20/2022	780.00		
558	1VISION MENTORING LLC	FF4E-COMM SVCS		P01925207286	1/31/2022	5/20/2022	840.00		
559	1VISION MENTORING LLC	POS MANDATED WSS		P03925206913	3/31/2022	5/6/2022	1,072.50		
560	AMY Z. COBERT, M.A., CCC-	POS MANDATED SPED-PRIVATE		P04925171464	4/30/2022	5/6/2022	360.00		
561	AK	COMM SVCS		P02925216643	2/28/2022	5/13/2022	550.00		
562	AK	COMM SVCS		P03925216646	3/31/2022	5/13/2022	770.00		
563	AK	COMM SVCS		P02925216844	2/28/2022	5/13/2022	825.00		
564	AK	COMM SVCS		P03925216847	3/31/2022	5/13/2022	1,100.00		
565	AK	COMM SVCS		P04925216835	4/30/2022	5/13/2022	1,320.00		
566	AK	COMM SVCS		P04925216681	4/30/2022	5/20/2022	990.00		
567	BELIEVE IN ME YOUTH &	FF4E-COMM SVCS		P04925205663	4/30/2022	5/13/2022	2,000.00		
568	C.M. MENTORING SERVICES	COMM SVCS		P04925205136	4/30/2022	5/13/2022	825.00		
569	C.M. MENTORING SERVICES	POS MANDATED WSS		P03925205014	3/31/2022	5/6/2022	1,100.00		
570	C.M. MENTORING SERVICES	POS MANDATED WSS		P04925214373	4/30/2022	5/13/2022	1,320.00		
571	DEPAUL COMMUNITY	POS MANDATED FFOP		P11925211004	11/30/2021	5/6/2022	5,670.00		
572	DEPAUL COMMUNITY	POS MANDATED FFOP		P10925211005	10/31/2021	5/6/2022	5,859.00		
573	DEPAUL COMMUNITY	POS MANDATED FFOP		P12925211001	12/31/2021	5/6/2022	5,859.00		
574	DEPAUL COMMUNITY	POS MANDATED FFOP		P04925212897	4/30/2022	5/27/2022	6,405.00		


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575	FAMILY FOCUS, INC.	COMM SVCS			P03925210794	3/31/2022	5/6/2022		6,044.50
576	FAMILY FOCUS, INC.	COMM SVCS			P04925210782	4/30/2022	5/20/2022		4,427.50
577	GRAFTON INTERGRATED	POS MANDATED SPED-PRIVATE			P12925213565	12/31/2021	5/6/2022		4,639.00
578	GRAFTON INTERGRATED	POS MANDATED SPED-PRIVATE			P04925213516	4/30/2022	5/13/2022		5,221.00
579	INTERCEPT HEALTH	EDUC SVCS CONG CARE			P12925216161	12/31/2021	5/13/2022		587.04
580	INTERCEPT HEALTH	POS MAND FC LIC RES CONG			P04925213062	4/30/2022	5/13/2022		6,805.50
581	INTERCEPT HEALTH	POS MANDATED FFOP			P04925214166	4/30/2022	5/13/2022		6,167.70
582	LIVE OAK MENTORING LLC	COMM SVCS			P04925217366	4/30/2022	5/6/2022		300.00
583	LIVE OAK MENTORING LLC	COMM SVCS			P04925204667	4/30/2022	5/6/2022		1,100.00
584	LIVE OAK MENTORING LLC	COMM SVCS			P04925211368	4/30/2022	5/6/2022		1,100.00
585	LIVE OAK MENTORING LLC	COMM SVCS			P04925216069	4/30/2022	5/6/2022		1,375.00
586	LIVE OAK MENTORING LLC	COMM SVCS			P04925219237	4/30/2022	5/13/2022		30.00
587	LIVE OAK MENTORING LLC	COMM SVCS			P04925211283	4/30/2022	5/20/2022		550.00
588	LIVE OAK MENTORING LLC	COMM SVCS			P04925204895	4/30/2022	5/27/2022		1,100.00
589	LIVE OAK MENTORING LLC	NON-MAND COMM BASED			P04925217106	4/30/2022	5/6/2022		1,100.00
590	LIVE OAK MENTORING LLC	NON-MAND COMM BASED			P04925217290	4/30/2022	5/20/2022		990.00
591	LIVE OAK MENTORING LLC	POS MANDATED WSS			P04925217409	4/30/2022	5/6/2022		1,500.00
592	LIVE OAK MENTORING LLC	POS MANDATED WSS			P04925219374	4/30/2022	5/13/2022		150.00
593	LIVE OAK MENTORING LLC	POS MANDATED WSS			P04925211675	4/30/2022	5/13/2022		1,375.00
594	NATIONAL COUNSELING	FF4E-COMM SVCS			P03925207896	3/31/2022	5/27/2022		1,300.00
595	PARACLETE THERAPEUTICS	POS MANDATED WSS			P04925220298	4/30/2022	5/27/2022		1,920.00
596	PEOPLE PLACES, INC.	TFC LIC. RES CONG CARE			P04925179788	4/30/2022	5/20/2022		496.00
597	PEOPLE PLACES, INC.	TFC LIC. RES CONG CARE			P04925194189	4/30/2022	5/20/2022		672.00
598	REGION TEN	COMM SVCS			P01925215245	1/31/2022	5/13/2022		326.50
599	REGION TEN	COMM SVCS			P03925215548	3/31/2022	5/13/2022		326.50
600	REGION TEN	COMM SVCS			P04925215339	4/30/2022	5/13/2022		326.50
601	REGION TEN	COMM SVCS			P04925215538	4/30/2022	5/13/2022		326.50
602	REGION TEN	COMM SVCS			P11925215149	11/30/2021	5/13/2022		326.50
603	REGION TEN	COMM SVCS			P12925215242	12/31/2021	5/13/2022		326.50
604	REGION TEN	COMM SVCS. TRANSITION			P01925215054	1/31/2022	5/13/2022		326.50
605	REGION TEN	COMM SVCS. TRANSITION			P02925215053	2/28/2022	5/13/2022		326.50
606	REGION TEN	COMM SVCS. TRANSITION			P03925215055	3/31/2022	5/13/2022		326.50
607	REGION TEN	COMM SVCS. TRANSITION			P08925214651	8/31/2021	5/13/2022		326.50
608	REGION TEN	COMM SVCS. TRANSITION			P09925214660	9/30/2021	5/13/2022		326.50
609	REGION TEN	COMM SVCS. TRANSITION			P10925214759	10/31/2021	5/13/2022		326.50
610	REGION TEN	COMM SVCS. TRANSITION			P10925214958	10/31/2021	5/13/2022		326.50
611	REGION TEN	COMM SVCS. TRANSITION			P11925214757	11/30/2021	5/13/2022		326.50
612	REGION TEN	COMM SVCS. TRANSITION			P11925214956	11/30/2021	5/13/2022		326.50

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613	REGION TEN	COMM SVCS. TRANSITION			P12925214752	12/31/2021	5/13/2022		326.50
614	RIVERBEND INTEGRATIVE	COMM SVCS			P08925181241	8/31/2021	5/13/2022		37.50
615	RIVERBEND INTEGRATIVE	COMM SVCS			P10925181250	10/31/2021	5/13/2022		37.50
616	THE CHOICE GROUP INC	POS MANDATED WSS			P04925208191	4/30/2022	5/20/2022		206.74
617	THE FAISON CENTER, INC	POS MANDATED SPED-PRIVATE			P04925177076	4/30/2022	5/20/2022		4,400.00
618	THE FAISON CENTER, INC	POS MANDATED SPED-PRIVATE			P04925176777	4/30/2022	5/20/2022		7,685.50
619	THE FAISON CENTER, INC	POS MANDATED SPED-PRIVATE			P03925176779	3/31/2022	5/20/2022		10,699.00
620	THE LAFAYETTE SCHOOL	POS MANDATED SPED-PRIVATE			P04925177717	4/30/2022	5/13/2022		4,800.00
621	THE LAFAYETTE SCHOOL	POS MANDATED SPED-PRIVATE			P04925193718	4/30/2022	5/13/2022		4,800.00
622	THE LAFAYETTE SCHOOL	POS MANDATED SPED-PRIVATE			P04925215678	4/26/2022	5/20/2022		3,900.00
623	TH	POS MANDATED FFOP			P03925183402	3/31/2022	5/6/2022		735.00
624	TH	POS MANDATED FFOP			P03925192403	3/31/2022	5/6/2022		1,344.00
625	TH	POS MANDATED FFOP			P04925213400	4/30/2022	5/6/2022		1,855.00
626	TH	POS MANDATED FFOP			P04925219564	4/30/2022	5/13/2022		672.00
627	TH	POS MANDATED FFOP			P04925219065	4/24/2022	5/13/2022		1,663.20
628	VM	POS MANDATED FFOP			P04925219467	4/30/2022	5/13/2022		138.60
629	VM	POS MANDATED FFOP			P03925204072	3/31/2022	5/13/2022		224.00
630	VM	POS MANDATED FFOP			P04925204068	4/30/2022	5/13/2022		224.00
631	VM	POS MANDATED FFOP			P04925169369	4/30/2022	5/13/2022		735.00
632	VM	POS MANDATED FFOP			P04925169270	4/30/2022	5/13/2022		1,407.00
633	VM	POS MANDATED FFOP			P04925204171	4/30/2022	5/13/2022		2,016.00
634	VIRGINIA INSTITUTE OF	POS MANDATED SPED-PRIVATE			P12925177420	12/31/2021	5/13/2022		6,188.00
635	VIRGINIA INSTITUTE OF	POS MANDATED SPED-PRIVATE			P12925177321	12/31/2021	5/13/2022		6,468.50
636	VIRGINIA INSTITUTE OF	POS MANDATED SPED-PRIVATE			P12925177222	12/31/2021	5/13/2022		7,169.75
637	VIRGINIA INSTITUTE OF	POS MANDATED SPED-PRIVATE			P07925177331	7/31/2021	5/13/2022		8,467.87
638	VIRGINIA INSTITUTE OF	POS MANDATED SPED-PRIVATE			P08925177219	8/31/2021	5/13/2022		8,738.00
639	VIRGINIA INSTITUTE OF	POS MANDATED SPED-PRIVATE			P01925177427	1/31/2022	5/13/2022		9,044.00
640	VIRGINIA INSTITUTE OF	POS MANDATED SPED-PRIVATE			P02925177423	2/28/2022	5/13/2022		9,520.00
641	VIRGINIA INSTITUTE OF	POS MANDATED SPED-PRIVATE			P01925177328	1/31/2022	5/13/2022		9,817.33
642	VIRGINIA INSTITUTE OF	POS MANDATED SPED-PRIVATE			P02925177324	2/28/2022	5/13/2022		9,895.87
643	VIRGINIA INSTITUTE OF	POS MANDATED SPED-PRIVATE			P10925177333	10/31/2021	5/13/2022		10,293.33
644	VIRGINIA INSTITUTE OF	POS MANDATED SPED-PRIVATE			P01925177129	1/31/2022	5/13/2022		10,688.75
645	VIRGINIA INSTITUTE OF	POS MANDATED SPED-PRIVATE			P02925177125	2/28/2022	5/13/2022		10,688.75
646	VIRGINIA INSTITUTE OF	POS MANDATED SPED-PRIVATE			P03925177432	3/31/2022	5/13/2022		10,948.00
647	VIRGINIA INSTITUTE OF	POS MANDATED SPED-PRIVATE			P01925177230	1/31/2022	5/13/2022		11,016.00
648	VIRGINIA INSTITUTE OF	POS MANDATED SPED-PRIVATE			P02925177226	2/28/2022	5/13/2022		11,016.00
649	VIRGINIA INSTITUTE OF	POS MANDATED SPED-PRIVATE			P10925177234	10/31/2021	5/13/2022		11,492.00
650	VIRGINIA INSTITUTE OF	POS MANDATED SPED-PRIVATE			P03925177380	3/31/2022	5/20/2022		11,323.87

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651	VIRGINIA INSTITUTE OF	POS MANDATED SPED-PRIVATE			P04925177492	4/30/2022	5/27/2022		7,616.00
652	VIRGINIA INSTITUTE OF	POS MANDATED SPED-PRIVATE			P04925177393	4/30/2022	5/27/2022		7,991.87
653	VIRGINIA INSTITUTE OF	POS MANDATED SPED-PRIVATE			P04925177294	4/30/2022	5/27/2022		8,691.25
654	XTRA MILE, LLC	COMM SVCS			P03925215795	3/31/2022	5/6/2022		250.00
655	XTRA MILE, LLC	COMM SVCS			P04925215770	4/30/2022	5/6/2022		250.00
656	XTRA MILE, LLC	COMM SVCS			P04925206671	4/30/2022	5/6/2022		362.50
657	XTRA MILE, LLC	COMM SVCS			P04925212072	4/30/2022	5/6/2022		400.00
658	XTRA MILE, LLC	COMM SVCS			P04925206573	4/30/2022	5/6/2022		450.00
659	XTRA MILE, LLC	COMM SVCS			P04925206774	4/30/2022	5/6/2022		475.00
660	XTRA MILE, LLC	COMM SVCS			P04925204476	4/30/2022	5/6/2022		750.00
661	XTRA MILE, LLC	COMM SVCS			P04925211875	4/30/2022	5/6/2022		750.00
662	XTRA MILE, LLC	COMM SVCS			P04925212177	4/30/2022	5/6/2022		975.00
663	XTRA MILE, LLC	COMM SVCS			P03925212696	3/31/2022	5/6/2022		1,000.00
664	XTRA MILE, LLC	COMM SVCS			P04925204378	4/30/2022	5/6/2022		1,000.00
665	XTRA MILE, LLC	COMM SVCS			P04925206479	4/30/2022	5/6/2022		1,000.00
666	XTRA MILE, LLC	COMM SVCS			P04925212382	4/30/2022	5/6/2022		1,000.00
667	XTRA MILE, LLC	COMM SVCS			P04925212584	4/30/2022	5/6/2022		1,000.00
668	XTRA MILE, LLC	COMM SVCS			P04925212685	4/30/2022	5/6/2022		1,000.00
669	XTRA MILE, LLC	COMM SVCS			P04925218180	4/30/2022	5/6/2022		1,000.00
670	XTRA MILE, LLC	COMM SVCS			P04925218281	4/30/2022	5/6/2022		1,000.00
671	XTRA MILE, LLC	COMM SVCS			P04925218483	4/30/2022	5/6/2022		1,000.00
672	XTRA MILE, LLC	COMM SVCS			P04925209190	4/30/2022	5/6/2022		1,250.00
673	XTRA MILE, LLC	COMM SVCS			P04925211789	4/30/2022	5/6/2022		1,250.00
674	XTRA MILE, LLC	COMM SVCS			P04925217588	4/30/2022	5/6/2022		1,250.00
675	XTRA MILE, LLC	COMM SVCS			P04925217687	4/30/2022	5/6/2022		1,250.00
676	XTRA MILE, LLC	COMM SVCS			P04925217786	4/30/2022	5/6/2022		1,250.00
677	XTRA MILE, LLC	COMM SVCS			P04925211991	4/30/2022	5/6/2022		1,400.00
678	XTRA MILE, LLC	COMM SVCS			P04925204293	4/30/2022	5/6/2022		1,500.00
679	XTRA MILE, LLC	COMM SVCS			P04925210992	4/30/2022	5/6/2022		1,500.00
680	XTRA MILE, LLC	COMM SVCS			P04925212440	4/30/2022	5/13/2022		1,250.00
681	XTRA MILE, LLC	FF4E-COMM SVCS			P03925201699	3/31/2022	5/6/2022		1,250.00
682	XTRA MILE, LLC	FF4E-COMM SVCS			P04925218897	4/30/2022	5/6/2022		1,250.00
683	XTRA MILE, LLC	FF4E-COMM SVCS			P04925218998	4/30/2022	5/6/2022		1,400.00
684	XTRA MILE, LLC	NON-MAND COMM BASED			P03925211108	3/31/2022	5/6/2022		750.00
685	XTRA MILE, LLC	NON-MAND COMM BASED			P04925211107	4/30/2022	5/6/2022		750.00
686	XTRA MILE, LLC	POS MANDATED WSS			P04925218510	4/30/2022	5/6/2022		1,000.00
687	XTRA MILE, LLC	POS MANDATED WSS			P04925218711	4/30/2022	5/6/2022		1,050.00
688	XTRA MILE, LLC	POS MANDATED WSS			P03925201815	3/31/2022	5/6/2022		1,100.00




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689	XTRA MILE, LLC	POS MANDATED WSS		P04925218612	4/30/2022	5/6/2022	1,250.00	
690								
691								
692	<b>PARKS &amp; RECREATION</b>							
693	AUTOMATED OFFICE	LEASE/RENT	PARKS AND REC- CONTRACT ID 4538	099943	4/29/2022	5/6/2022	29.13	
694	AUTOMATED OFFICE	LEASE/RENT	PARKS AND REC- CONTRACT 4803 3/30-	099944	4/29/2022	5/6/2022	129.00	
695	BANK OF AMERICA	POSTAL SERVICES	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	10.68	
696	BANK OF AMERICA	RECREATIONAL SUPPLIES	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	7.69	
697	BANK OF AMERICA	RECREATIONAL SUPPLIES	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	13.00	
698	BANK OF AMERICA	RECREATIONAL SUPPLIES	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	45.24	
699	BANK OF AMERICA	RECREATIONAL SUPPLIES	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	63.18	
700	BANK OF AMERICA	RECREATIONAL SUPPLIES	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	152.93	
701	BANK OF AMERICA	RECREATIONAL SUPPLIES	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	155.61	
702	BANK OF AMERICA	RECREATIONAL SUPPLIES	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	158.00	
703	BANK OF AMERICA	RECREATIONAL SUPPLIES	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	174.71	
704	BANK OF AMERICA	RECREATIONAL SUPPLIES	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	232.64	
705	BANK OF AMERICA	RECREATIONAL SUPPLIES	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	288.77	
706	CENTURYLINK	TELECOMMUNICATIONS	MONTHLY BILL-04/16-05/15	041622MAY	4/16/2022	5/6/2022	58.78	
707	CENTURYLINK	TELECOMMUNICATIONS	PARKS & REC- MONTHLY LOCAL	309373828 MAY	5/16/2022	5/27/2022	58.03	
708	FLUVANNA ACE HARDWARE	RECREATIONAL SUPPLIES	PARKS AND REC- HARDWARE SUPPLIES	043022MAY	4/30/2022	5/13/2022	182.25	
709	FLUVANNA COUNTY	CONTRACT SERVICES	PARKS & REC- CARNIVAL AT PG - SRO	FCPR15	5/23/2022	5/27/2022	360.00	
710	FLUVANNA REVIEW	ADVERTISING	PARKS & REC- FR 1/4- 13X COLOR,	2022F19-10	5/12/2022	5/27/2022	145.00	
711	HAROLD BOYD	PROFESSIONAL SERVICES	PARKS AND REC: T-BALL CLASS 4/16-	12	5/6/2022	5/13/2022	700.00	
712	HEATHER ANTONACCI	PROFESSIONAL SERVICES	HORSEBACK RIDING CLASS SESSION 6	INV11	5/2/2022	5/6/2022	84.00	
713	HEATHER ANTONACCI	PROFESSIONAL SERVICES	HORSEBACK RIDING CLASS SESSION 5	INV10	5/2/2022	5/6/2022	252.00	
714	HEATHER ANTONACCI	PROFESSIONAL SERVICES	PARKS & REC- HORSEBACK RIDING	INV#13	5/23/2022	5/27/2022	168.00	
715	JAMES RIVER SOLUTIONS	VEHICLE FUEL	APRIL 2022 FUEL USAGE	05022022	5/2/2022	5/13/2022	678.17	
716	MOJOHNS, INC.	CONTRACT SERVICES	PARKS AND REC- EQUESTRIAN FIELD	155502	5/4/2022	5/13/2022	82.50	
717	MOJOHNS, INC.	CONTRACT SERVICES	PARKS AND REC- PLEASANT GROVE	155503	5/4/2022	5/13/2022	82.50	
718	MOJOHNS, INC.	CONTRACT SERVICES	PARKS AND REC- POLE BARN	155506	5/4/2022	5/13/2022	82.50	
719	MOJOHNS, INC.	CONTRACT SERVICES	PARKS AND REC- CARYSBROOK	155505	5/4/2022	5/13/2022	150.00	
720	MOJOHNS, INC.	CONTRACT SERVICES	SOCCER FIELD PLEASANT GROVE	155504	5/4/2022	5/20/2022	162.50	
721	MOJOHNS, INC.	RECREATIONAL SUPPLIES	CARNIVAL AT P.GROVE: PORTABLE	154919	4/22/2022	5/20/2022	1,390.00	
722	SAM'S CLUB	RECREATIONAL SUPPLIES	PARKS AND REC-GATORADE VPF	SAMS050122	5/1/2022	5/6/2022	25.96	
723	SHENANDOAH	PRINTING AND BINDING	PARKS AND REC- PROG GUIDES	56976	4/12/2022	5/6/2022	1,537.67	
724	STAPLES CONTRACT &	OFFICE SUPPLIES	MONTHLY OFFICE SUPPLIES BILL- BY	8065780925	4/2/2022	5/6/2022	142.60	
725	SUNBELT RENTALS, INC.	CONTRACT SERVICES	PARKS & REC- PG PARK- NARROW	125767581-0001	5/18/2022	5/27/2022	2,976.67	
726	UPS	POSTAL SERVICES	PARKS AND REC- 3 DAY SELECT	0000Y7646Y172	4/23/2022	5/6/2022	16.58	

	A	B	C	D	F	G	H	I	J
1	<b>County of Fluvanna</b>		<b>From Date: 5/1/2022</b>						
2	<b>Accounts Payable List</b>		<b>To Date: 5/31/2022</b>						
4	<b>Vendor Name</b>	<b>Charge To</b>	<b>Description</b>	<b>Invoice Number</b>	<b>Invoice Date</b>	<b>Check Date</b>	<b>Check Amount</b>		
727	VIRGINIA CORRECTIONAL	OFFICE SUPPLIES	PARKS & REC- ENV #10 WW 4- 1/8 X 9-	9619477	3/17/2022	5/27/2022	76.74		
728								<b>Total:</b>	<b>\$10,873.03</b>
729									
730	<b>LIBRARY</b>								
731	AMAZON.COM	BOOKS/PUBLICATIONS	LIBRARY AMAZON BILL	6045787810121901MAY	5/10/2022	5/27/2022	6,299.04		
732	AMAZON.COM	BOOKS/PUBLICATIONS	LIBRARY AMAZON BILL	6045787810121901MAY	5/10/2022	5/27/2022	7,137.98		
733	AMAZON.COM	OFFICE SUPPLIES	LIBRARY AMAZON BILL	6045787810121901MAY	5/10/2022	5/27/2022	270.69		
734	BANK OF AMERICA	BOOKS/PUBLICATIONS	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	12.00		
735	BANK OF AMERICA	MAINTENANCE CONTRACTS	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	21.17		
736	CENTURYLINK	TELECOMMUNICATIONS	LIBRARY- MONTHLY SERVICE	292435819	5/1/2022	5/13/2022	404.19		
737	OVERDRIVE	BOOKS/PUBLICATIONS	LIBRARY- EBOOKS AND AUDIOBOOKS	03100CO22138667	4/29/2022	5/6/2022	1,358.09		
738	OVERDRIVE	BOOKS/PUBLICATIONS	LIBRARY- 10 E BOOKS AND 1	03100DA22146452	5/3/2022	5/13/2022	413.25		
739	USA TODAY	BOOKS/PUBLICATIONS	LIBRARY- MAGAZINE SUBSCRIPTION	UT3189765MAY	5/9/2022	5/13/2022	340.14		
740								<b>Total:</b>	<b>\$16,256.55</b>
741									
742	<b>COUNTY PLANNER</b>								
743	ATLANTIC TECHNOLOGY	CONTRACT SERVICES	PLANNING COMM- CO-LOCATION	1875	5/3/2022	5/6/2022	900.00		
744	FLUVANNA REVIEW	ADVERTISING	PLANNING COMM- FR 1/4- 13X PAGE AD	2022F17-4	4/28/2022	5/6/2022	143.75		
745	FLUVANNA REVIEW	ADVERTISING	PLANNING COM.- FR 1/4: HEARING ME,	2022F18-10	5/5/2022	5/27/2022	287.50		
746	JAMES RIVER SOLUTIONS	VEHICLE FUEL	APRIL 2022 FUEL USAGE	05022022	5/2/2022	5/13/2022	191.87		
747	PITNEY BOWES PURCHASE	POSTAL SERVICES	MONTHLY BILL FOR REFILL AND	041822MAY	4/18/2022	5/6/2022	1.04		
748	STAPLES CONTRACT &	OFFICE SUPPLIES	MONTHLY INVOICE SUMMARY	8066104517	4/30/2022	5/6/2022	144.83		
749								<b>Total:</b>	<b>\$1,668.99</b>
750									
751	<b>PLANNING COMMISSION</b>								
752	PITNEY BOWES PURCHASE	POSTAL SERVICES	MONTHLY BILL FOR REFILL AND	041822MAY	4/18/2022	5/6/2022	26.58		
753								<b>Total:</b>	<b>\$26.58</b>
754									
755	<b>BOARD OF ZONING APPEALS</b>								
756	FLUVANNA REVIEW	ADVERTISING	PLANNING COM- FR 1/4-13X RATE	2022F19-11	5/12/2022	5/27/2022	143.75		
757								<b>Total:</b>	<b>\$143.75</b>
758									
759	<b>ECONOMIC DEVELOPMENT</b>								
760	BANK OF AMERICA	CONVENTION AND EDUCATION	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	25.00		
761	BANK OF AMERICA	OFFICE SUPPLIES	FLUVANNA COUNTY PC CARD MAY	043022MAY	4/30/2022	5/25/2022	22.50		
762	CAROLYN T HERBERT	OTHER OPERATING SUPPLIES	ECONOMIC DEVELP- WHOLESALE :	1414	4/27/2022	5/13/2022	48.00		
763								<b>Total:</b>	<b>\$95.50</b>
764									





	A	B	C	D	F	G	H	J
1	<b>County of Fluvanna</b>			<b>From Date: 5/1/2022</b>				
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4	<b>Vendor Name</b>	<b>Charge To</b>	<b>Description</b>	<b>Invoice Number</b>	<b>Invoice Date</b>	<b>Check Date</b>	<b>Check Amount</b>	
803	<b>FORK UNION SANITARY DISTRICT</b>							
804	USDA RURAL DEVELOPMENT	RDA BOND PAYABLE	FUSD DEBT SERVICE	052522	5/25/2022	5/25/2022	4,040.35	
805								<b>Total: \$4,040.35</b>
806								
807	<b>FUSD OPERATIONAL EXPENSES</b>							
808	APPOMATTOX WELL	BLDGS EQUIP REP & MAINT	FORK UNION SANT DIST- 5HP 45 GPM	13071	5/3/2022	5/20/2022	4,818.16	
809	CENTURYLINK	TELECOMMUNICATIONS	FUSD- SANITARTY DISTRICT- OFFICE-	309719161MAY	5/16/2022	5/27/2022	254.25	
810	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	OWENS WELL- 4308 JAMES MADISON	9004200003MAY	4/25/2022	5/6/2022	94.57	
811	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	MELTON WELL- RT 15	9594215007MAY	4/25/2022	5/6/2022	152.45	
812	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	BREMO WELL- RT666	8434345008MAY	4/25/2022	5/6/2022	155.54	
813	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	FUSD OFFICE- 15704 W. RIVER RD	8866300000MAY	4/27/2022	5/6/2022	373.82	
814	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	MORRIS WELL/ WTP- 41 EMERALD ROAD	9501772108MAY	4/25/2022	5/6/2022	928.52	
815	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	OMUHUNDRO WELL- WTP- TANK- 14349	9346182505MAY	4/25/2022	5/6/2022	1,007.27	
816	MOJOHNS, INC.	PURCHASE OF SERVICES	FCWW- FORK UNION PORTABLE TOILET	155044	5/4/2022	5/20/2022	70.00	
817	MOJOHNS, INC.	PURCHASE OF SERVICES	FCWW-BREMO BLUFF- PORTABLE	155182	5/4/2022	5/20/2022	80.00	
818	REPUBLIC SERVICES #410	BLDGS EQUIP REP & MAINT	FORK UNION SANITARY DISTRICT 1	0410-000742269	4/30/2022	5/13/2022	229.80	
819	USDA RURAL DEVELOPMENT	REDEMPTION OF INTEREST	FUSD DEBT SERVICE	052522	5/25/2022	5/25/2022	919.65	
820								<b>Total: \$9,084.03</b>
821								
822								
							<b>505 FORK UNION SANITARY DISTRICT</b>	<b>Fund Total: \$13,124.38</b>
823	<b>Fund # - 510 ZION XR WATER &amp; SEWER</b>							
824	<b>ZION XR W&amp;S EXPENSES</b>							
825	CENTRAL VA ELECTRIC	ELECTRICAL SERVICES	WWPS- JAMES MADISON HWY (ZXCR)	275904-015MAY	4/29/2022	5/6/2022	395.00	
826	CENTRAL VA ELECTRIC	ELECTRICAL SERVICES	WWPS- RICHMOND (PRISON BOOSTER)	275904-017MAY	4/29/2022	5/6/2022	484.13	
827	CENTRAL VA ELECTRIC	ELECTRICAL SERVICES	WATER TANK JAMES MADISON HWY	275904-013MAY	4/29/2022	5/6/2022	539.33	
828	DEWBERRY ENGINEERS INC.	CONSTRUCTION	FLUVANNA A/E SRVS RFP 2019-01	2076464	2/25/2022	5/13/2022	190.00	
829	DEWBERRY ENGINEERS INC.	PROFESSIONAL SERVICES	PA 7-ZION CROSSROADS WATERLINE	2103299	4/29/2022	5/6/2022	47.50	
830	DEWBERRY ENGINEERS INC.	PROFESSIONAL SERVICES	FLUVANNA A/E SRVS RFP 2019-01	2103301	4/29/2022	5/6/2022	2,323.72	
831	DEWBERRY ENGINEERS INC.	PROFESSIONAL SERVICES	FLUVANNA A/E SRVS RFP 2019-1: W/S	2103303	4/29/2022	5/6/2022	7,255.40	
832	DEWBERRY ENGINEERS INC.	PROFESSIONAL SERVICES	FLUVANNA A/E SRVS RFP 2019-01:	2076466	1/28/2022	5/13/2022	755.00	
833	HOOVER PENROD PLC	COUNTY ATTY LEGAL- REAL	CREDITOR REPRESENTATION: AG	2022163-000M/ #3	5/10/2022	5/20/2022	8,654.60	
834	PAYNE & HODOUS, LLC.	COUNTY ATTY LEGAL- REAL	LEGAL- GENERAL, PROCUREMENT,	050522MAY	5/5/2022	5/13/2022	1,735.00	
835	VIRGINIA DEPT OF	CONSTRUCTION	WATER & WASTEWATER 4/1-4/30/22	50WR2274311	5/3/2022	5/6/2022	379.82	
836								<b>Total: \$22,759.50</b>
837								
838							<b>510 ZION XR WATER &amp; SEWER</b>	<b>Fund Total: \$22,759.50</b>
839							<b>Total Expenditures by Fund:</b>	<b>\$1,066,970.38</b>

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

**TAB N**

<b>MEETING DATE:</b>	June 15, 2022				
<b>AGENDA TITLE:</b>	VDOT SMART SCALE Round 5 Applications				
<b>MOTION:</b>	<b>I move the Fluvanna County Board of Supervisors adopt the resolution entitled “A Resolution Supporting the Submission of Smart Scale Applications Requesting Transportation Funding”.</b>				
<b>STRATEGIC INITIATIVES?</b>	Yes	No	<b>If yes, list initiative(s):</b>	A6, A7, C7 & C10	
	<b>X</b>				
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				<b>X</b>	
<b>STAFF CONTACT(S):</b>	Douglas Miles, Community Development Director				
<b>PRESENTER(S):</b>	Douglas Miles, Community Development Director				
<b>RECOMMENDATION:</b>	Adoption of the Resolution				
<b>TIMING:</b>	Adoption before August 1, 2022 at either the June 15th or July 6th Board meeting				
<b>DISCUSSION:</b>	Virginia’s SMART SCALE (HB2) is about selecting the right transportation projects for funding and ensuring the best use of limited tax dollars. Transportation projects are scored based on an objective, outcome-based process that is transparent to the public and allows decision-makers to be held accountable to the taxpayers.				
<b>FISCAL IMPACT:</b>	VDOT State funding for road projects enhances Fluvanna County’s road network for better economic development opportunities and public safety vehicles road access.				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	<ul style="list-style-type: none"> <li>• TJPDC Adopted Resolution 6-2-22</li> <li>• Board of Supervisors Draft Resolution</li> </ul>				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
					<b>VDOT</b>





**RESOLUTION ENDORSING THE SUBMISSION OF SMART SCALE APPLICATIONS  
REQUESTING TRANSPORTATION FUNDING BY THE LOCALITIES**

**WHEREAS**, the Thomas Jefferson Planning District Commission (TJPDC) in cooperation with VDOT and DRPT completed a comprehensive Rural Long Range Transportation Plan (RLRP 2040); and

**WHEREAS**, the 2040 RLRP supports the transportation improvements noted below; and

**WHEREAS**, during its 2014 session, the Virginia General Assembly enacted legislation in the form of House Bill 2 (“HB2”) now titled “Smart Scale”, which established new criteria for the allocation of transportation funding for projects within the state; and

**WHEREAS**, the Commonwealth Transportation Board (CTB) during its board meeting of June 17, 2015, approved the Policy and Guidelines for Implementation of a Project Prioritization Process in accordance with Smart Scale; and

**WHEREAS**, many of the transportation projects identified by the Commission meet the eligibility criteria for funding under Smart Scale; and

**WHEREAS**, it is in the best interests of the Thomas Jefferson Planning District to submit Smart Scale applications requesting state funding for eligible transportation projects; now, therefore be it

**RESOLVED** that the Thomas Jefferson Planning District Commission fully endorses the submission of Smart Scale applications requesting funding for the following transportation projects:

**Applicant: Fluvanna County**

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1. **Turkeysag Trail (Route 1050) at Route 53 Intersection:** Roundabout improvements.
2. **Troy Road (Route 631) and Route 15 Intersection:** Intersection improvements.
3. **Route 53 at Martin Kings Road (Route 618) Intersection:** Intersection improvements.

**Applicant: Greene County**

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1. **US 29/Route 616 Carpenters Mill Rd/ Commerce Dr. Improvements:** Resubmitting Super street concept (COSS Safety/Capacity Preservation Corridor).
2. **US 33/Route 1071 (Greencroft Blvd.) Intersection Improvements:** Closes crossover relocating west-bound left turns to U-turn and south-bound through and left turns to the crossover just west of Advanced Mills Rd. Relocates the east-bound left turns and north-bound through and left turn and to a new U-turn crossover east of the current intersection.

3. **US 33/Route 743 (Advanced Mill Rd.) Intersection Improvements:** Close crossover relocating west-bound left turns and south-bound through and left turns to U-turn crossover just to the west of the intersection. Relocates the east-bound lefts and the north-bound through and left turns to the new U-turn crossover just east of Greencroft. Recommend combining the Greencroft and Advanced Mills improvements into one application.

#### **Applicant: Louisa County**

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1. **Route 208 & 250 Intersection Improvements:** Project will convert the existing intersection to a roundabout that will include a Park and Ride Lot on the parcel to the northeast of the intersection.
2. **Route 15 & 250 Intersection Improvement:** Project will provide an innovative intersection improvement in the form of a roundabout to address safety and operations issues. This project will include a shared used path along the east side of Route 15 and will have crosswalks on the north and west side of proposed roundabout. The proposal includes a full intersection improvement that will involve changing this intersection from a multi lane traditional four-way signaled intersection to a four-way roundabout with dedicated right turn lanes.
3. **Spring Creek/Camp Creek/Route 15 Intersection Improvements:** Project will include. Signal re-timing, reconfigure three intersections, install two roundabouts adjacent to the main intersection. Removing left turn movements and relocating them to the roundabouts in order to create the bowtie configuration.

#### **Applicant: Nelson County**

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1. **Route 29 and Front Street Signalized R-cut Intersection:** Project will replace the current signal with a signalized R-cut at the intersection of US 29 and Front Street in the Village of Lovington to increase intersection safety, preserve capacity and decrease travel time through the intersection.
2. **Route 6/Route 151 Intersection Improvements:** Project will replace the uncontrolled T-intersection with a single lane roundabout to reduce conflict points and improve capacity.
3. **Route 151 at Tanbark Road Intersection Improvements:** Project will make a variety of intersection improvements to improve safety, including a regrade of the embankment to improve visibility to Route 151, curve radius modifications, and new stop signs and bars at the Tanbark/151 intersection.

ADOPTED this 2nd day of June, 2022, by the Thomas Jefferson Planning District Commission being duly assembled.

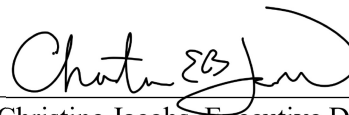
ATTESTED:



Jesse Rutherford (Jun 3, 2022 10:14 EDT)

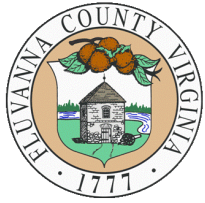
Jun 3, 2022

Jesse Rutherford, Chair  
Thomas Jefferson Planning District Commission



6/3/2022

Christine Jacobs, Executive Director  
Thomas Jefferson Planning District Commission



## BOARD OF SUPERVISORS

County of Fluvanna  
Palmyra, Virginia

### RESOLUTION No. 11-2022

## A RESOLUTION SUPPORTING THE SUBMISSION OF SMART SCALE APPLICATIONS REQUESTING TRANSPORTATION FUNDING

At a regular monthly meeting of the Fluvanna County Board of Supervisors held at 7:00 p.m. on Wednesday, June 15, 2022 in Palmyra, Virginia, the following action was taken:

**WHEREAS**, during its 2014 session, the Virginia General Assembly enacted legislation in the form of House Bill 2 (Smart Scale) which established new criteria for the allocation of transportation funding for new projects within the state; and

**WHEREAS**, for the FY2024 application period this Board approved the following projects for submission:

1. Turkeysag Trail (Route 1015) at Route 53 Intersection (Roundabout improvements)
2. Troy Road (Route 631) at Route 15 Intersection (Intersection improvements)
3. Route 53 at Martins King Road (Route 618) Intersection (Intersection improvements)

**WHEREAS**, proposed improvements will be a benefit to the county in the areas of public safety, traffic flow, and economic development; and

**WHEREAS**, these projects, if approved, will be fully funded by the Virginia Department of Transportation; and

**WHEREAS**, a resolution of support from the Fluvanna County Board of Supervisors is recommended for application.

**NOW, THEREFORE, BE IT RESOLVED** that this Board hereby supports the Smart Scale applications submitted by county staff for the above mentioned projects.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** by the Fluvanna County Board of Supervisors at a meeting of the Board held on the 15th day of June 2022, by the following vote:

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

Adopted this 15th Day of June 2022  
by the Fluvanna County Board of Supervisors

ATTEST:

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John M. Sheridan, Chairman  
Fluvanna County Board of Supervisors

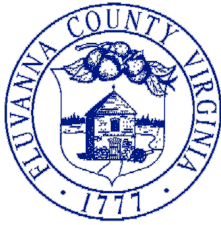


**FLUVANNA COUNTY BOARD OF SUPERVISORS  
MEETING PACKAGE ATTACHMENTS**

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







# COUNTY OF FLUVANNA

*"Responsive & Responsible Government"*

BOS2022-06-15 p.441/458  
P.O. Box 540  
Palmyra, VA 22963  
(434) 591-1910  
Fax (434) 591-1911  
www.fluvannacounty.org

## MEMORANDUM

**Date:** June 15, 2022  
**From:** Tori Melton – Acting Finance Director  
**To:** Board of Supervisors  
**Subject:** FY22 BOS Contingency Balance

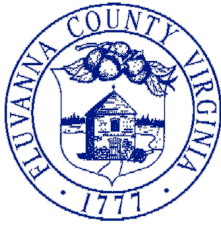
The FY22 BOS Contingency line balance is as follows:

<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
Less: FY22 Kent Store ARC Funding Request	-3,600
Less: Village of Palmyra Sign	-2,000
<b>Available:</b>	<b>\$93,712</b>









# COUNTY OF FLUVANNA

*"Responsive & Responsible Government"*

BOS2022-06-15 p.445/458  
P.O. Box 540  
Palmyra, VA 22963  
(434) 591-1910  
Fax (434) 591-1911  
www.fluvannacounty.org

## MEMORANDUM

**Date:** June 15, 2022  
**From:** Tori Melton – Acting Finance Director  
**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
Less: Various Damages from the January 2022 Snow Storm 03.02.22	-7,456
Less: Public Works Maintenance Shop Generator 03.02.22	-6,455
Less: Generator Repair Fork Union and Palmyra Fire Stations 03.16.22	-13,090
Less: Grinding of Additional Storm Damage Brush 05.04.22	-9,700
<b>FY22 Available:</b>	<b>\$512,518</b>

**Schools Capital Reserve:**

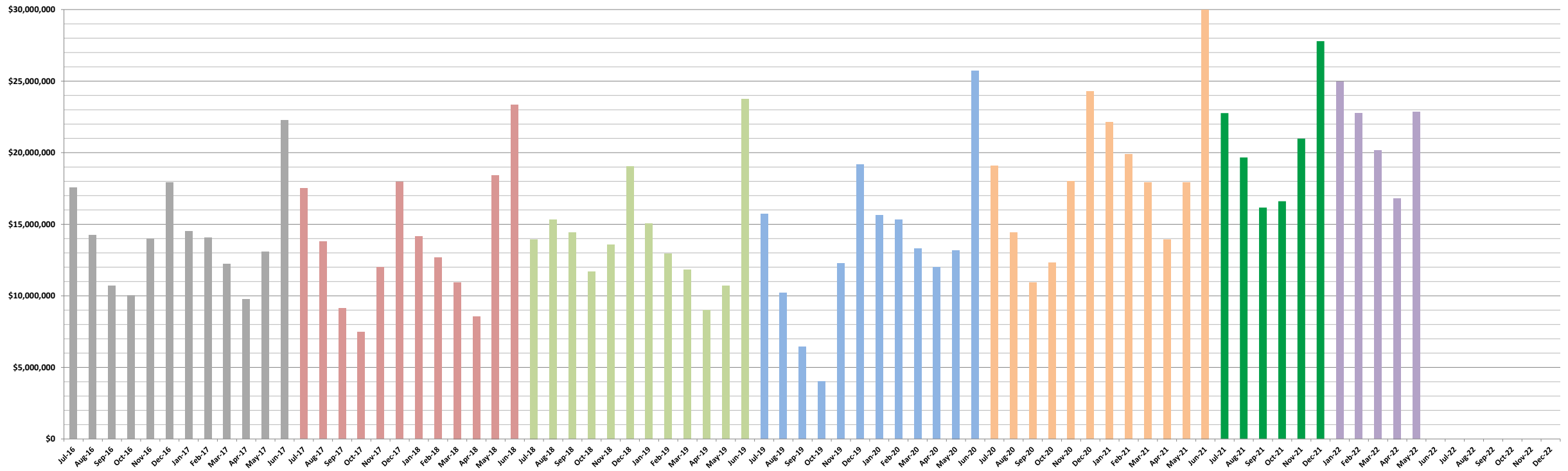
FY21 Carryover	\$330,159
FY22 Budget Allocation:	\$200,000
<b>Total FY22 Budget:</b>	<b>\$530,159</b>
Add: Closed CRM Project – 06/30/2021	\$1,096
Less: FCHS HVAC Chiller Descaling and Cleaning 09.15.21	-27,700
Less: FMS Repair Leaking Flush Panels 11.03.21	-64,700
Less: Central and West Central Elementary Sidewalk Repair 11.03.21	-15,000
Less: Replace Track & Field Equipment 03.02.22	-29,155
Less: HVAC Fan & Motor Assembly at Carysbrook Elementary 04.20.22	-7,100
<b>FY22 Available:</b>	<b>\$387,600</b>

Fluvanna County Monthly Bank and Investment Account Balances and Earnings Report															
Month	Wells Fargo Commercial Checking - Main Bank	Wells Fargo Analysis Interest Earned	BB&T - Cost Recovery Fund	Wells Fargo - Cost Recovery Fund	Multi-Bank Securities Brokerage (CD's)	MBS Earnings	Virginia Investment Pool (VIP) Stable NAV Liquidity Pool	VIP Stable NAV Earnings	Virginia Investment Pool (VIP) 1-3 Year High Quality Bond Fund	VIP 1-3 Year Earnings	Ending Balance TOTAL	Virginia Investment Pool (VIP) CARES Fund	VIP CARES Fund Earnings	Virginia Investment Pool (VIP) ARPA Fund	VIP ARPA Fund Earnings
Jul-16	\$10,053,334		\$332,174						\$7,152,669	\$ (2,455.19)	\$17,538,177				
Aug-16	\$6,733,878		\$377,034						\$7,142,574	\$ (10,094.71)	\$14,253,486				
Sep-16	\$3,127,373		\$417,387						\$7,150,195	\$ 7,621.55	\$10,694,955				
Oct-16	\$2,408,014		\$465,326						\$7,144,306	\$ (5,889.09)	\$10,017,646				
Nov-16	\$6,337,061		\$511,779						\$7,111,653	\$ (32,653.42)	\$13,960,493				
Dec-16	\$10,222,656		\$568,084						\$7,112,980	\$ 1,327.35	\$17,903,720				
Jan-17	\$6,794,517		\$601,955						\$7,124,549	\$ 11,562.28	\$14,521,021				
Feb-17	\$6,276,766		\$648,260						\$7,131,495	\$ 6,946.85	\$14,056,520				
Mar-17	\$4,372,044		\$699,524						\$7,133,155	\$ 1,659.89	\$12,204,723				
Apr-17	\$1,856,533		\$734,130						\$7,147,486	\$ 14,330.93	\$9,738,149				
May-17	\$5,134,100		\$772,183						\$7,155,655	\$ 8,168.43	\$13,061,937				
Jun-17	\$14,272,459		\$815,451						\$7,155,722	\$ 67.31	\$22,243,632				
Jul-17	\$9,473,371		\$854,310				\$0	\$ -	\$7,178,718	\$ 12,851.95	\$17,506,399				
Aug-17	\$5,699,776		\$890,237				\$0	\$ -	\$7,185,438	\$ 11,236.88	\$13,775,452				
Sep-17	\$1,497,668		\$431,051				\$0	\$ -	\$7,192,355	\$ (4,927.96)	\$9,121,074				
Oct-17	\$3,270,241		\$35,223				\$135	\$ 135.11	\$4,170,653	\$ (4,229.52)	\$7,476,252				
Nov-17	\$7,739,856		\$79,183				\$135	\$ 0.05	\$4,162,255	\$ (8,998.39)	\$11,981,429				
Dec-17	\$13,640,973		\$144,416				\$135	\$ 0.15	\$4,160,490	\$ (1,764.68)	\$17,946,014				
Jan-18	\$9,813,762		\$195,944				\$135	\$ 0.26	\$4,149,498	\$ (10,992.66)	\$14,159,339				
Feb-18	\$8,302,311		\$183,287				\$50,138	\$ 2.40	\$4,146,305	\$ (3,192.31)	\$12,682,040				
Mar-18	\$4,474,342		\$89,291				\$2,224,967	\$ 1,829.22	\$4,153,316	\$ 7,010.76	\$10,941,916				
Apr-18	\$2,043,660		\$67,042				\$2,303,479	\$ 3,511.83	\$4,148,585	\$ (4,731.16)	\$8,562,767				
May-18	\$11,822,481		\$18,984				\$2,422,389	\$ 3,909.72	\$4,162,798	\$ 14,213.06	\$18,426,652				
Jun-18	\$9,675,143		\$73,593				\$9,435,967	\$ 13,577.88	\$4,161,567	\$ (1,231.29)	\$23,346,270				
Jul-18	\$4,394,222		\$114,515				\$9,435,966	\$ 20,600.47	\$ -	\$ -	\$13,944,703				
Aug-18	\$1,677,219		\$37,320				\$13,619,588	\$ 23,144.95	\$ -	\$ -	\$15,334,127				
Sep-18	\$2,615,110		\$37,723				\$11,767,732	\$ 13,986.26	\$ -	\$ -	\$14,420,565				
Oct-18	\$4,668,338		\$207,298				\$6,811,718	\$ 9,323.31	\$ -	\$ -	\$11,687,355				
Nov-18	\$9,679,741		\$62,912				\$3,821,042	\$ 7,419.84	\$ -	\$ -	\$13,563,695				
Dec-18	\$7,075,743		\$123,078				\$11,843,045	\$ 14,583.11	\$ -	\$ -	\$19,041,866				
Jan-19	\$2,232,580		\$50,291		\$1,725,979	\$ 1,979.11	\$11,031,090	\$ 25,045.47	\$ -	\$ -	\$15,039,941				
Feb-19	\$3,730,470		\$104,029		\$1,980,687	\$ 5,707.62	\$7,139,094	\$ 15,630.79	\$ -	\$ -	\$12,954,280				
Mar-19	\$2,731,676		\$67,493		\$1,985,056	\$ 4,368.89	\$7,048,463	\$ 17,372.03	\$ -	\$ -	\$11,832,687				
Apr-19	\$2,236,793		\$54,733		\$1,989,555	\$ 4,883.92	\$4,727,004	\$ 12,909.44	\$ -	\$ -	\$9,008,085				
May-19	\$6,356,355		\$109,062		\$1,991,072	\$ 6,111.86	\$2,234,471	\$ 7,467.31	\$ -	\$ -	\$10,690,960				
Jun-19	\$19,357,070		\$89,816		\$1,998,125	\$ 7,380.74	\$2,314,010	\$ 4,539.25	\$ -	\$ -	\$23,759,021				
Jul-19	\$7,232,465	\$ 2,785	\$84,893		\$3,004,197	\$ 21,072	\$5,396,774	\$ 7,765	\$ -	\$ -	\$15,718,329				
Aug-19	\$3,342,584	\$ 2,092	\$65,781		\$3,014,168	\$ 9,971	\$3,782,001	\$ 10,226	\$ -	\$ -	\$10,204,533				
Sep-19	\$2,084,930	\$ 505	\$95,173		\$3,015,338	\$ 1,169	\$1,225,490	\$ 5,489	\$ -	\$ -	\$6,420,931				
Oct-19	\$2,561,402	\$ -	\$91,132		\$1,244,422	\$ (247)	\$101,652	\$ 1,162	\$ -	\$ -	\$3,998,609				
Nov-19	\$10,747,977	\$ -	\$83,568		\$1,245,493	\$ 1,071	\$176,857	\$ 205	\$ -	\$ -	\$12,253,894				
Dec-19	\$17,627,078	\$ -	\$132,635		\$1,245,722	\$ 229	\$177,999	\$ 268	\$ -	\$ -	\$19,183,434				
Jan-20	\$9,002,916	\$ 1,570	\$43,598		\$1,258,082	\$ 12,361	\$5,308,087	\$ 5,962	\$ -	\$ -	\$15,612,683				
Feb-20	\$8,630,244	\$ 1,194	\$95,873		\$1,261,222	\$ 3,139	\$5,315,372	\$ 7,285	\$ -	\$ -	\$15,302,710				
Mar-20	\$4,518,186	\$ -	\$85,973		\$1,262,948	\$ 1,727	\$7,422,651	\$ 7,280	\$ -	\$ -	\$13,289,759				
Apr-20	\$5,094,401	\$ -	\$134,650		\$1,276,459	\$ 13,211	\$5,478,279	\$ 5,628	\$ -	\$ -	\$11,983,790				
May-20	\$3,725,617	\$ -	\$47,204		\$1,281,515	\$ 5,356	\$8,131,678	\$ 3,400	\$ -	\$ -	\$13,186,015				
Jun-20	\$8,191,916	\$ -	\$65,372		\$1,284,918	\$ 3,402	\$16,187,424	\$ 5,746	\$ -	\$ -	\$25,729,630	\$ 2,282,394	\$ 192		
Jul-20	\$4,467,288	\$ -	\$80,874		\$1,302,313	\$ 17,395	\$13,231,610	\$ 4,186	\$ -	\$ -	\$19,082,085	\$ 2,283,036	\$ 642	\$ -	\$ -
Aug-20	\$3,736,257	\$ -	\$55,998		\$1,305,132	\$ 2,819	\$9,334,256	\$ 2,645	\$ -	\$ -	\$14,431,643	\$ 4,662,978	\$ 740	\$ -	\$ -
Sep-20	\$3,654,125	\$ -	\$58,958		\$1,305,474	\$ 342	\$5,885,682	\$ 1,427	\$ -	\$ -	\$10,904,239	\$ 4,663,836	\$ 858	\$ -	\$ -
Oct-20	\$4,983,761	\$ -	\$122,294		\$1,306,854	\$ 1,380	\$5,886,627	\$ 945	\$ -	\$ -	\$12,299,536	\$ 1,742,401	\$ 582	\$ -	\$ -
Nov-20	\$4,667,760	\$ -	\$64,717		\$1,305,174	\$ (1,680)	\$11,987,611	\$ 984	\$ -	\$ -	\$18,025,261	\$ 1,742,630	\$ 229	\$ -	\$ -
Dec-20	\$3,889,191	\$ -	\$99,885	\$200	\$1,304,466	\$ (708)	\$18,989,664	\$ 2,053	\$ -	\$ -	\$24,283,406	\$ 1,612,568	\$ 198	\$ -	\$ -
Jan-21	\$1,751,766	\$ -	\$99,135	\$200	\$1,309,241	\$ 4,775	\$18,991,822	\$ 2,158	\$ -	\$ -	\$22,152,164	\$ 430,939	\$ 99	\$ -	\$ -
Feb-21	\$1,989,338	\$ -	\$57,086	\$200	\$1,306,248	\$ (2,993)	\$16,543,511	\$ 1,689	\$ -	\$ -	\$19,896,383	\$ 430,979	\$ 40	\$ -	\$ -
Mar-21	\$2,962,627	\$ -	\$106,719	\$200	\$1,300,469	\$ (5,779)	\$13,544,930	\$ 1,419	\$ -	\$ -	\$17,914,945	\$ 430,979	\$ 40	\$ -	\$ -
Apr-21	\$1,945,883	\$ -	\$28,130	\$19,991	\$1,303,317	\$ 2,849	\$7,645,934	\$ 1,004	\$3,000,000	\$ 1,937	\$13,943,255	\$ 431,056	\$ 36	\$ -	\$ -
May-21	\$4,874,819	\$ -	\$52,401	\$32,599	\$1,306,022	\$ 2,705	\$8,646,497	\$ 563	\$3,001,937	\$ 1,937	\$17,914,276	\$ 431,089	\$ 34	\$ -	\$ -
Jun-21	\$3,914,524	\$ -	\$78,514	\$55,571	\$1,303,373	\$ (2,649)	\$21,647,501	\$ 1,004	\$2,997,340	\$ (4,597)	\$29,996,824	\$ 431,112	\$ 23	\$ 2,648,539	\$ 100
Jul-21	\$5,125,886	\$ -	\$47,455	\$91,684	\$1,302,183	\$ (1,190)	\$13,198,479	\$ 978	\$3,002,114	\$ 4,774	\$22,767,801	\$ 431,138	\$ 26	\$ 2,648,696	\$ 157
Aug-21	\$2,970,373	\$ -	\$70,754	\$124,240	\$1,298,055	\$ (4,129)	\$12,199,309	\$ 830	\$3,001,489	\$ (625)	\$16,664,220	\$ 431,138	\$ 17	\$ 2,648,854	\$ 158
Sep-21	\$2,928,487	\$ -	\$27,657	\$159,485	\$1,299,371	\$ 1,316	\$8,749,899	\$ 589	\$2,998,108	\$ (3,381)	\$16,163,007	\$ 3,767	\$ 11	\$ 2,649,004	\$ 150
Oct-21	\$5,314,123	\$ -	\$6,845	\$73,703	\$1,296,831	\$ (2,540)	\$6,925,371	\$ 473	\$2,988,742	\$ (9,366)	\$16,605,616	\$ 3,767	\$ 0	\$ 2,649,162	\$ 157
Nov-21	\$1,648,793	\$ -	\$8,922	\$116,159	\$1,291,602	\$ (5,228)	\$14,925,945	\$ 574	\$2,988,580	\$ 117	\$20,980,002	\$ 3,768	\$ 0	\$ 2,649,325	\$ 163
Dec-21	\$3,434,071	\$ -	\$9,343	\$151,378	\$1,290,205	\$ (1,398)	\$20,027,434	\$ 1,488	\$2,981,758	\$ (6,821)	\$27,794,188	\$ 3,768	\$ 0	\$ 2,649,530	\$ 205
Jan-22	\$3,604,750	\$ -	\$9,343	\$78,814	\$1,285,984	\$ (4,221)	\$17,029,182	\$ 1,748	\$2,961,937	\$ (19,821)	\$24,970,009	\$ 3,768	\$ 0	\$ 2,649,785	\$ 254
Feb-22	\$4,375,437	\$ -	\$9,343	\$121,240	\$1,271,947	\$ (14,037)	\$14,030,860	\$ 1,679	\$2,950,429	\$ (11,508)	\$22,759,256	\$ 3,769	\$ 0	\$ 2,650,071	\$ 286
Mar-22	\$2,220,258	\$ -	\$169,951	\$110,033	\$1,252,942	\$ (19,004)	\$13,508,484	\$ 2,624	\$2,911,526	\$ (38,902)	\$20,173,194	\$ 3,769	\$ 0	\$ 2,650,623	\$ 553
Apr-22	\$2,791,420	\$ -	\$70,818	\$176,195	\$1,242,775	\$ (10,167.08)	\$9,637,182	\$ 3,697.58	\$2,897,213	\$ (14,313.78)	\$16,815,603	\$ 3,771	\$ 1	\$ 2,651,497	\$ 873
May-22	\$4,247,725	\$ -	\$11,074	\$45,549	\$1,242,573	\$ (201.42)	\$14,403,969	\$ 6,786.37	\$2,912,488	\$ 15,275.10	\$22,863,378	\$ 3,773	\$ 2	\$ 2,653,130	\$ 1,633
Jun-22		\$ -											\$ 0	\$ -	\$ -
Jul-22		\$ -											\$ 0	\$ -	\$ -
Aug-22		\$ -											\$ 0	\$ -	\$ -
Sep-22		\$ -											\$ 0	\$ -	\$ -
Oct-22		\$ -											\$ 0	\$ -	\$ -
Nov-22		\$ -											\$ 0	\$ -	\$ -
Dec-22		\$ -											\$ 0	\$ -	\$ -

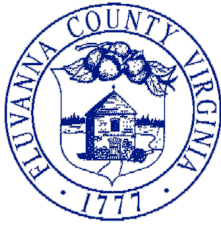




Combined Bank Balances







# COUNTY OF FLUVANNA

*"Responsive & Responsible Government"*

BOS2022-06-15 p.451/458  
P.O. Box 540  
Palmyra, VA 22963  
(434) 591-1910  
Fax (434) 591-1911  
www.fluvannacounty.org

## MEMORANDUM

**Date:** June 15, 2022  
**From:** Tori Melton – Acting Finance Director  
**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>



**FLUVANNA COUNTY**  
 May 2022

<b>MAINTENANCE</b>	
<p><b>The Palmyra and Zions Crossroads Area Headquarters for the month of May 2022.</b></p> <ul style="list-style-type: none"> <li>• Repaired potholes /surface treatment prep for various secondary routes.</li> <li>• Placed shoulder stone on various routes throughout the county.</li> <li>• Repaired drainage issue on Route 15, 616, 631, 640, and 659.</li> <li>• Placed mail box stone for various secondary routes.</li> <li>• Performed incident response traffic control for brush fires, accidents, down power lines on Routes 6, 15, 53.</li> <li>• Picked up Adopt A Highway bags for various primary and secondary routes.</li> <li>• Completed Spring Dry Run inspections.</li> <li>• Replaced entrance culvert pipes on Routes 6 and 640.</li> <li>• Removed downed trees and limbs: storm debris.</li> <li>• Prepared equipment for mowing.</li> </ul>	
<b>LAND DEVELOPMENT &amp; PERMITS</b>	<b>Mark Wood, P.E.</b>
<p><b>Plans with outstanding comments or under review (Activity within last 90 days)</b></p> <ul style="list-style-type: none"> <li>• None</li> </ul> <p><b>Plans found acceptable</b></p> <ul style="list-style-type: none"> <li>• Jackson Family Division</li> <li>• Colonial Circle Multi-Family Site Development Plan</li> <li>• Gregory Minor Subdivision</li> <li>• Dominion Energy-Ruritan Lake Road Substation Plat</li> </ul> <p><b>Other</b></p> <ul style="list-style-type: none"> <li>• None</li> </ul> <p><b>LUP Permits Issued and Completed:</b></p> <ul style="list-style-type: none"> <li>• VDOT issued 7 permits in May 2022.</li> <li>• VDOT closed 7 permits in May 2022.</li> </ul>	

## CONSTRUCTION

### Bridge Projects:

- **On-Call Bridge Maintenance Contract BRDG-967-457,N501 (UPC 115014) –**  
Scope: Bridge Maintenance (Various locations)  
Estimated Contract Completion Date: October 23, 2022 (Term 3)

### Road Projects:

- **ADA Compliance 9999-967-317, N01 (UPC 119781)** various locations. Contract executed 02-07-2022  
NTP: Specific to task orders  
Scope: On call ADA compliance  
Estimated contract completion date: January 01, 2023 (T1)
- **On-Call District Signal Contract 9999-967-527, C501 (119130)–** Various Locations  
Scope: Specific to each Task order  
Estimated Contract Completion Date: December 22, 2023 (T1)

### Schedules:

- **ST7A-967-F22, P401 (UPC 119529)**  
NTP: March 15, 2022  
Scope: Plant Mix  
Estimated contract completion date: October 15, 2022
- **LM7A-967-F22, P401 (UPC 119727)**  
NTP: February 25, 2022  
Scope: Plant Mix  
Estimated contract completion date: October 15, 2022  
Latex installation complete. Permanent paving markings work in progress.
- **PM7T-967-F22, P401 (UPC 118882)**  
NTP: Waiting on contract execution  
Scope: Plant Mix  
Estimated contract completion date: November 15, 2022

**TRAFFIC STUDIES/ SPECIAL REQUESTS**

- Marking requested on Route 659; passing zone.  
Status: Full installation pending new 'small messages and signing' contract.
- Signage requested on Route 655; Disability area sign @ 553 Glenarvon Dr.  
Instillation request received on 4/1/2022  
Status: Sign installed 5/31/2022
- Signage removal requested; All VDOT signs referring to Lake Monticello.  
Request received on 1/20/2022  
Status: Signs removed 5/20/2022
- Signage adjustment requested on Route 676; Center stop sign adjustment.  
Request received on 2/8/2022  
Status: Pending review by ADTE.
- Speed limit signage installation requested @ Nahor Village Subdivision.  
Request received on 3/1/2022  
Status: Pending sign plan.
- Signage installation requested on Route 761; No parking near intersection of Route 620.  
Request received on 4/18/2022  
Status: Completed, signs are not warranted at this time.
- Signage installation requested on Route 624; No littering signs on Route 624.  
Request received on 4/22/2022  
Status: Completed, signs are not warranted at this time.
- Signage installation requested on Route 604; Curve warning signs and chevrons between Route 601 and 610.  
Request received on 4/25/2022 & updated on 4/25/2022  
Status: Pending Sign Plan.







