



FLUVANNA COUNTY BOARD OF SUPERVISORS

REGULAR MEETING AGENDA

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

May 17, 2023

Regular Meeting at 7:00 pm

TAB AGENDA ITEMS

1 - CALL TO ORDER

2 - PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

3 – ADOPTION OF AGENDA

4 – COUNTY ADMINISTRATOR’S REPORT

5 – PUBLIC COMMENTS #1 (5 minutes each)

6 – PUBLIC HEARING

- A VDOT Secondary Six Year Plan— Scott Thornton, VDOT Residency Administrator
- B ZMP 23:01 J&B LMO, LLC – Douglas Miles, Community Development Director
- C SUP 23:02 Andrea and Robert Nickels – Douglas Miles, Community Development Director

7 – ACTION MATTERS

- D Proposed BOS Member Salary Increase – Eric Dahl, County Administrator

7A – APPOINTMENTS

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

- E Virginia Cooperative Extension-Fluvanna Unit Update - Spring 2023 – Kim Mayo, Senior Extension Agent, 4-H Youth Development/Unit Coordinator
- F Jaunt FY24 Funding – Eric Dahl, County Administrator

9 – CONSENT AGENDA

- G Minutes of May 3, 2023 – Caitlin Solis, Clerk to the Board
- H Minutes of May 10, 2023 – Caitlin Solis, Clerk to the Board
- I R. K. Chevrolet Vehicle Purchase Agreement - Tori Melton, Finance Director
- J Record Management and File Access Agreement – Eric Dahl, County Administrator
- K FY23 Fork Union Fire Department Insurance Claim – 2012 Pierce Pumper VIN# 3208 – Tori Melton, Director of Finance

10 – UNFINISHED BUSINESS

- L Removal of Illegal Signs from the VDOT Right of Way – Eric Dahl, County Administrator
- M Burn Building Update - Eric Dahl, County Administrator

11 – NEW BUSINESS

TBD

Fluvanna County is committed to providing an excellent quality of life for our citizens and businesses through the efficient delivery of core services and programs, while preserving the unique identity and rural character of the County.

12 – PUBLIC COMMENTS #2 (5 minutes each)

13 – CLOSED MEETING

TBD

14 – ADJOURN



County Administrator Review

PLEDGE OF ALLEGIANCE

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

GENERAL RULES OF ORDER

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

RULES OF PROCEDURE FOR PUBLIC HEARINGS

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

Fluvanna County is committed to providing an excellent quality of life for our citizens and businesses through the efficient delivery of core services and programs, while preserving the unique identity and rural character of the County.

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

TAB A

MEETING DATE:	May 17, 2023				
AGENDA TITLE:	VDOT Secondary Six Year Plan				
MOTION(s):	I move to accept the Resolution for the VDOT Secondary Six-Year Plan (2023/24 through 2028/29) and VDOT Construction Priority List (2023/24) as required by sections 33.1-23 and 33.1-23.4 of the 1950 Code of Virginia.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		XX			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
	XX				
STAFF CONTACT(S):	Eric Dahl, County Administrator				
PRESENTER(S):	Scott Thornton, VDOT Residency Administrator				
RECOMMENDATION:	Approve				
TIMING:	Normal				
DISCUSSION:	Deletions, additions, or changes to VDOT proposed work.				
FISCAL IMPACT:	None.				
POLICY IMPACT:	In compliance with state code.				
LEGISLATIVE HISTORY:	Recurring plan as required of State Code of Virginia				
ENCLOSURES:	<ul style="list-style-type: none"> • VDOT Six Year Plan Public Hearing Advertisement • 2024 VDOT SSYP Draft Plan • Resolution for adoption of the Six Year Plan in accordance with Sections 33.1-23 and 33.1-23.4 of the 1950 State Code of Virginia 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X



PUBLIC HEARING
Fluvanna County Board of Supervisors
Wednesday, May 17, 2023, at 7:00 p.m.

The Virginia Department of Transportation and the Board of Supervisors of Fluvanna County, in accordance with Section 33.2-331 of the Code of Virginia, will conduct a joint Public Hearing at the Carysbrook Performing Arts Center, 8880 James Madison Hwy, Fork Union, Virginia, at 7:00 p.m. on Wednesday, May 17, 2023. The purpose of this Public Hearing is to receive public comment on the proposed Secondary Six-Year Plan for Fiscal Years 2023/24 through 2028/29 in Fluvanna County, and on the Secondary System Construction Budget for Fiscal Year 2023/24. Copies of the proposed Plan and Budget may be reviewed at the Louisa Residency Office of the Virginia Department of Transportation, located at 3709 Davis Highway, Louisa, or at the Fluvanna County Administrator's Office located at 132 Main Street, Palmyra, Virginia.

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

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

1/4 page size legal 5" x 6"
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Secondary System
 Fluvanna County
 Construction Program
 Estimated Allocations

Fund	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	Total
TeleFee	\$75,199	\$75,199	\$75,199	\$75,199	\$75,199	\$75,199	\$451,194
District Grant Unpaved	\$17,878	\$11,268	\$15,971	\$15,971	\$15,971	\$15,971	\$93,030
Total	\$93,077	\$86,467	\$91,170	\$91,170	\$91,170	\$91,170	\$544,224

Board Approval Date:

DRAFT

Resident Engineer

Date

County Administrator

Date

DRAFT

SECONDARY SYSTEM CONSTRUCTION PROGRAM (in dollars)

District: Culpeper
 County: Fluvanna County
 Board Approval Date:

2023-24 through 2028-29

Route	Road Name	Estimated Cost		Previous Funding	Additional Funding Required	PROJECTED FISCAL YEAR ALLOCATIONS						Balance to complete	Traffic Count Scope of Work FHWA # Comments
						2023-24	2024-25	2025-26	2026-27	2027-28	2028-29		
PPMS ID	Project #												
Accomplishment	Description			SSYP Funding									
Type of Funds	FROM			Other Funding									
Type of Project	TO			Total									
Priority #	Length												
Rt.0600 111739 RAAP CONTRACT	SOUTH BOSTON ROAD 0600-032-611, C-501 RTE 600/618 INTERSECTION IMPROVEMENTS	PE \$1,200,000 RW \$1,132,298 CON \$3,595,751											9800 / 6900 VPD 2021 TELEFEE FUNDS
	0.163 MI. S. ROUTE 618	Total \$5,928,049	\$3,900,022	\$2,028,027	\$18,699	\$0	\$0	\$0	\$0	\$0	\$1,956,049	\$828,141 RECEIVED IN SMART SCALE FUNDING	
SECONDARY - ONE HEARING DESIGN 0001.00	0.097 MI. N. ROUTE 618 0.31				\$53,279 SMART SCALE								
Rt.0677 113735 SF / HIRED EQUIP.	OLD FORK LANE 0677-032-P14, N-501 RTE 677 - RURAL RUSTIC RD (SURFACE TREAT NON-HARDSURFACE RD) END STATE MAINTENANCE ROUTE 640	PE \$5,000 RW \$0 CON \$180,000											60 VPD 05/04/2020 DISTRICT GRANT UNPAVED FUNDS >50 VPD / TELEFEE FUNDS RURAL RUSTIC RESOLUTION NEEDED
S NO PLAN, SECONDARY 0002.00	ROUTE 640 0.60	Total \$185,000	\$30,343	\$154,657	\$49,378	\$61,467	\$43,812	\$0	\$0	\$0	\$0		
Rt.9999 T21516	9999-032-613, DISTRICT GRANT FUTURE UNPAVED ROAD FUNDS VARIOUS LOCATIONS IN COUNTY	PE \$0 RW \$0 CON \$63,884											DISTRICT GRANT UNPAVED FUNDS >50 VPD
9999.99		Total \$63,884	\$0	\$63,884	\$0	\$0	\$15,971	\$15,971	\$15,971	\$15,971	\$0		
Rt.4005 99931	1204005 COUNTYWIDE ENGINEERING & SURVEY VARIOUS LOCATIONS IN COUNTY	PE \$0 RW \$0 CON \$43,835											TELEFEE FUNDS MINOR SURVEY & PRELIMINARY ENGINEERING FOR BUDGET ITEMS AND INCIDENTAL TYPE WORK.
9999.99		Total \$43,835	\$43,835	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
Rt.4007 99703	1204007 COUNTYWIDE TRAFFIC SERVICES VARIOUS LOCATIONS IN COUNTY	PE \$0 RW \$0 CON \$360,347											TELEFEE FUNDS TRAFFIC SERVICES INCLUDE SECONDARY SPEED ZONES, SPEED STUDIES, OTHER NEW SECONDARY SIGNS
9999.99		Total \$360,347	\$53,363	\$306,984	\$25,000	\$25,000	\$31,387	\$75,199	\$75,199	\$75,199	\$0		

FLUVANNA COUNTY SECONDARY ROADS

Route Number	Route Alias	Link Length	Start Label	End Label	AADT
00674	Timber Rd	0.20	Dead End	Goochland County Line	100
00759	White Hall Rd	0.60	US 250 Richmond Rd	Dead End	90
00677	Old Fork Lane	0.60	Dead End	32-640 Shores Rd	60



Denotes Roads Included in the Current Secondary Six Year Plan

ADS

Data Date	P or U
05/04/2020	U
05/04/2020	U
05/04/2020	U



BOARD OF SUPERVISORS

County of Fluvanna
Palmyra, Virginia

RESOLUTION No. XX-2023

**A RESOLUTION TO APPROVE VDOT SECONDARY SIX-YEAR PLAN
(2023/24 through 2028/29) and
VDOT CONSTRUCTION PRIORITY LIST (2023/24)**

At a regular monthly meeting of the Fluvanna County Board of Supervisors held at 7:00 p.m. on Wednesday, May 17, 2023 in Palmyra, Virginia, the following action was taken:

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

WHEREAS, this Board had previously agreed to assist in the preparation of this Plan, in accordance with the Virginia Department of Transportation policies and procedures, and participated in a public hearing on the proposed Plan (2023/24 through 2028/29) as well as the Construction Priority List (2023/24) on May 17, 2023 after duly advertised so that all citizens of the County had the opportunity to participate in said hearing and to make comments and recommendations concerning the proposed Plan and Priority List; and

WHEREAS, Scott Thornton, Residency Administrator, Virginia Department of Transportation - Louisa Residency, appeared before the Board and recommended approval of the Six-Year Plan for Secondary Roads (2023/24 through 2028/29) AND Construction Priority List (2023/24) for Fluvanna County.

NOW, THEREFORE, BE IT RESOLVED that since said Plan appears to be in the best interest of the Secondary Road System in Fluvanna County and of the citizens residing on the Secondary System, said Secondary Six-Year Plan (2023/24 through 2028/29) and Construction Priority List (2023/24) are hereby approved as presented at the public hearing.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Fluvanna County Board of Supervisors at a meeting of the Board held on the 17th day of May 2023.

	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 17th day of May, 2023
by the Fluvanna County Board of Supervisors

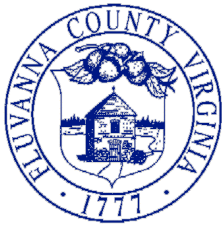
ATTEST:

Mozell H. Booker, Chair
Fluvanna County
Board of Supervisors

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

TAB B

MEETING DATE:	May 17, 2023				
AGENDA TITLE:	ZMP 23:01 J&B LMO, LLC				
MOTION(s):	I move that the Board of Supervisors (Approve / deny / defer) ZMP 23:01, a request to amend the Fluvanna County Zoning Map on 2.2 +/- acres of Tax Map 9, Section A, Parcel 15B and Tax Map 18A Section 7 Parcel 158A to conditionally rezone the same from A-1, General Agricultural and R-4, Limited Residential to the B-C, Business Convenience Zoning District and subject to the proffers dated May 3, 2023.				
BOS 2 YEAR GOALS?	Yes	No	If yes, which goal(s):	N/A	
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
	X				
STAFF CONTACT(S):	Douglas Miles, Community Development Director				
PRESENTER(S):	Douglas Miles, Community Development Director				
RECOMMENDATION:	At its meeting on April 11, 2023 the Planning Commission recommended Approval of ZMP 23:01 J&B LMO, LLC (5-0); Mr. Goad moved to recommend Approval and Ms. Key seconded; AYES: Lagomarsino, Goad, Key, Bibb and Morgan.				
TIMING:	Normal Public Hearing review process				
DISCUSSION:	The applicant has worked with the Building Official and Community Development Director on his existing office building to ensure that the existing building can be remodeled to update the existing building for new land uses that would serve this immediate neighborhood area. The underlying zoning is no longer suitable and there would also be a Subdivision Plat prepared to combine these two (2) subject parcels into one commercial parcel to allow for B-C, Business Convenience uses.				
FISCAL IMPACT:	The adaptive re-use of this building and overall property would provide additional Fluvanna County revenue taxes and have an additional neighborhood business use.				
POLICY IMPACT:	Regarding ZMP 23:01 J&B LMO, LLC the Fluvanna County Board of Supervisors may: <ul style="list-style-type: none"> - Approve this request, allowing the building to be occupied with uses; OR - Deny this request, preventing the building from being re-occupied; OR - Defer this request and make a final decision at a future Board meeting date. 				
LEGISLATIVE HISTORY:	Review of a proposed Conditional Rezoning in accordance with Chapter 22 of the Fluvanna County Zoning Ordinance. The Planning Commission reviewed this ZMP case request on April 11, 2023 through a Public Hearing review process.				
ENCLOSURES:	J&B LMO, LLC Staff Report with proffered conditions				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X



COUNTY OF FLUVANNA

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BOS2023-05-17 p. 19/294
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BOARD OF SUPERVISORS STAFF REPORT

To: Fluvanna County Board of Supervisors **From:** Douglas Miles, AICP, CZA
Request: B-C, Business Convenience Rezoning **District:** Palmyra Election District

General Information: This Conditional Rezoning (ZMP) request is to be heard by the Board of Supervisors on Wednesday, May 17, 2023 at 7:00 pm at the Carysbrook Performing Arts Center.

Applicant: J&B LMO, LLC / Dr. John and Betty Lyon, Property owners

Representative: Clark Gathwright, PE

Requested Action: **ZMP 23:01 J&B LMO, LLC** – A rezoning request to conditionally rezone from A-1, Agricultural, General and R-4, Residential, Limited to the B-C, Business, Convenience Zoning District with respect to 2.2 +/- acres as Tax Map 9 Section A Parcel 15B and Tax Map 18A Section 7 Parcel 158A. The subject properties are located north of Lake Monticello Road (SR 618) and known as 2987 Lake Monticello Road in the Rivanna Community Planning Area and the Palmyra Election District.

Existing Zoning: R-4, Limited Residential Zoning District (Parcel 158A) and A-1, General Agricultural Zoning District (Parcel 15B)

Proposed Zoning: B-C, Business - Convenience Zoning District with conditions

Existing Land Use: Office building with parking lot and adjoining vacant parcel

Applicant Summary:

Dr. John Lyon, DDS had operated a dentistry office practice for 20+ years until such time that he retired from his dentist practice. This building was then used by Valley Publishing, the publisher of The Fluvanna Review newspaper, and other weekly newspapers in the Charlottesville region. There has been interest from the business community in utilizing this available office building.

The applicant approached Fluvanna County on their leasing options of this building and since it had been previously under a specific Special Use Permit for dental and professional office space, and given the dual R-4 and A-1 zoning with two separate parcels; staff recommended that they consider moving forward with a B-C, Business Convenience conditional rezoning case request.

Planning Analysis:

The applicant would also need to combine the two underlying parcels through the administrative Subdivision Plat review process and he has also been working with Building Inspections on their existing floor plans to determine what would need to be done for new land uses in this building.

The applicant has proffered out several of the higher B-C, Business Convenience Zoning District land uses that are high traffic land uses and not compatible adjacent to residential homes such as: Drive-thru banks, pharmacies, and restaurants and Funeral homes, Gas stations, or convenience store uses which can generate additional traffic, lighting and noise concerns near neighborhoods.

The applicant has retained these B-C land uses such as Bakeries, Butcher shops, Daycare centers, Garden centers, Offices - medical, dental and professional, Personal service establishments such as barber shops and beauty salons, dry cleaners with seamstresses, tailors and shoe repair work; Fine art studios, Specialty retail stores and Small restaurant uses to serve this immediate area.

Transportation Planning:

The applicant proposes to use the existing entrance onto Lake Monticello Road (SR 618) that has been reviewed by VDOT for the proposed B-C land uses 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 secondary road like Route 618. The existing office building has been in place on Lake Monticello Road near the Lake Monticello main gate and the conditional rezoning would help to retain certain business uses that would not increase the traffic patterns but look to contain the same amount or less during peak periods. The VDOT Land Use Engineer would work with the next building user to determine if their existing entrance would be sufficient there.

Comprehensive Plan:

Land Use Chapter:

The Comprehensive Plan designates this property 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 neotraditional developments that are interconnected with the surrounding development at the Lake's gate areas. This office building would continue to be a part of that mixed-use component.

Site Screening and Buffer Areas:

The Fluvanna County Zoning Ordinance contains Landscaping requirements and Tree Protection options that can be selected by the applicant and his site consultant to provide the proper Buffer and Screening requirements while providing for the required VDOT site distance requirements:

Sec. 22-24-4. – MINIMUM STANDARDS

(A) The following shall be the minimum size of plant materials for site landscaping installation:

- (1) Large shade trees—1.5" caliper
- (2) Medium shade trees—1.25" caliper
- (3) Ornamental trees—1.25" caliper
- (4) Evergreen trees—5' in height
- (5) Shrubs—18" in height
- (6) Ground cover—1 year plants

(B) All required landscaping shall be planted according to the following standards:

- (1) All trees to be planted shall meet the American Standard for nursery stock published by the American Nursery and Landscape Association.
- (2) The planting of trees shall be done in accordance with either the standardized landscape specifications jointly adopted by the Virginia Nursery and Landscape Association and the Virginia Society of Landscape Designers, or the Road and Bridge Specifications of the Virginia Department of Transportation.
- (3) All required landscaping shall be planted between September 15 and June 30, provided that the ground is not frozen. (Ord. 8-1-12; Ord. 12-16-15)

Sec. 22-24-7. – SCREENING

(A) Screening shall be required in the following instances:

- (1) Commercial and industrial uses shall be screened from view of adjacent properties in residential and agricultural zoning districts, except for commercial and industrial uses allowed by right in said districts.
- (2) Parking lots, consisting of five (5) spaces or more, shall be screened from view of public roads, rights-of-way, and adjacent properties.
- (3) Objectionable features, including but not limited to the following, shall be screened from the view of public roads, rights-of-way, and adjacent properties: i. Loading areas. ii. Refuse areas. iii. Storage yards. iv. Dry detention ponds. v. Maintenance areas.
- (4) If the required screening is consistent with an approved Master Plan and is subject to the requirements of the R-3, Residential Planned Community zoning district.

(5) The Zoning Administrator may require the screening of any use, or portion thereof, upon determination that the use would otherwise have a direct negative visual impact on a property designated as historic by its inclusion within the Historic Preservation chapter of the approved Comprehensive Plan.

(B) When required, screening shall consist of the new plantings, existing vegetation, an opaque masonry wall or wooden fence, or combination thereof, to the reasonable satisfaction of the Zoning Administrator.

Unless otherwise specified within this chapter, one of the following landscaping treatment options shall be utilized to meet the minimum screening requirements:

(1) Evergreen Option: Two (2) rows of evergreen trees, shall be planted ten (10) feet on center, and staggered within a planting strip that is twenty-five (25) feet wide; or

(2) Berm Option: Two (2) rows of evergreen shrubs shall be planted ten (10) feet on center and staggered. The berm shall be at least thirty (30) inches higher than the finished grade of the surrounding area and shall not have a slope steeper than 2:1. The berm shall be stabilized with groundcover or other vegetation;

(3) Mixed Vegetation Option: One (1) large shade tree, one (1) medium shade tree, one (1) evergreen tree, and three (3) evergreen shrubs for each twenty (20) linear feet, within a planting strip that is twenty-five (25) feet wide; or

(4) Woodlands Preservation Option: Existing woody vegetation shall be preserved as a buffer strip with a minimum width of seventy-five (75) feet. Additional tree or shrub plantings may be required by the Zoning Administrator. The woodlands preservation area shall be placed in a landscape easement, and the landscape plan shall demonstrate the techniques to be used for removing underbrush, pruning, and protecting the existing trees from any damage during site development;

(5) Structural Option: A wall or fence, no shorter than six (6) feet in height, shall be provided and one (1) evergreen tree or shrub shall be planted every ten (10) feet along the side of any such wall or fence facing a public street or use for which the screening shall benefit.

(C) Within commercial, industrial, and multi-family residential developments, dumpsters and other refuse areas visible from public roads, rights-of-way, adjacent properties, and parking areas shall be completely screened from view by a wall or fence constructed using architectural block, brick, stone, vinyl, wood or a similar material that is compatible with the architecture of the principal structure. The use of durable, low-maintenance materials is encouraged.

(D) Parking lots of five (5) spaces or more shall be screened in accordance with Section 22-24-6 of this article. (Ord. 8-1-12)

Planning Commission Hearing:

The Planning Commission conducted a Public Hearing on Tuesday, April 11, 2023 and no one spoke in support or opposition to this B-C conditional rezoning case request. The Planning Commission therefore recommended Approval along with the applicant's proffered conditions.

Summary Conclusion:

When reviewing this conditional rezoning application, the Board of Supervisors should take into consideration any potential adverse impacts that this development may have on this portion of Fluvanna County and traffic generation issues have been analyzed generally by the VDOT Land Use Engineer. The proposed land uses would occupy this former dental and office building and would allow for similar uses to be located in this office building to serve the neighborhood area.

The applicant has worked with both the Building Official and Community Development Director on his existing office building to make sure that the existing building can be remodeled in order to modernize the building for new land uses that would serve this immediate neighborhood area. The underlying zoning is no longer suitable and there would also be a Subdivision Plat prepared to combine the two (2) subject parcels into one commercial parcel to allow for the new land uses.

Suggested Motion:

I move that the Board of Supervisors (Approves / denies / defers) ZMP 23:01, a request to amend the Fluvanna County Zoning Map on 2.2 +/- acres of Tax Map 9, Section A, Parcel 15B and Tax Map 18A Section 7 Parcel 158A to conditionally rezone the same from A-1, General Agricultural and R-4, Limited Residential to the B-C, Business Convenience Zoning District and subject to the proffers dated May 3, 2023.

Attachments:

Rezoning Application and Sign Form
Fluvanna County APO Letters & Map
Applicant's Statement of Final Proffers
B-C Zoning District Uses and Requirements



COUNTY OF FLUVANNA

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MEMORANDUM

Date: May 2, 2023
From: Valencia Porter
To: Douglas Miles
Subject: APO Memo Complete

Please be advised the attached letter went out to the attached list of Adjacent Property Owners for the May 17, 2023 Board of Supervisors meeting.



COUNTY OF FLUVANNA

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PUBLIC HEARING NOTICE

April 28, 2023

RE: ZMP 23:01 J&B LMO, LLC / Tax Maps 9 Section A Parcel 15B and 18A Section 7 Parcel 158A

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

Meeting: Board of Supervisors Regular Meeting
Date: **Wednesday, May 17, 2023 at 7:00 pm**
Location: Carysbrook Performing Arts Center
8880 James Madison Highway Fork Union, VA 23055

ZMP 23:01 J&B LMO, LLC – A rezoning request to conditionally rezone from A-1, Agricultural, General and R-4, Residential, Limited to the B-C, Business, Convenience Zoning District with respect to 2.2 +/- acres as Tax Map 9 Section A Parcel 15B and Tax Map 18A Section 7 Parcel 158A. The subject properties are located north of Lake Monticello Road (SR 618) and known as 2987 Lake Monticello Road in the Rivanna Community Planning Area and the Palmyra 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 Hearings 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 this application or the scheduled public hearing, then please contact me at dmiles@fluvannacounty.org or call me at 434.591.1910 with questions.

Sincerely,

Douglas Miles

Douglas Miles, AICP, CZA
Community Development Director



**ZMP 23:01
Rezoning Request
A-1 & R-4 to B-C**

**TMP 9-A-15B
&
TMP 18A-7-158A**





COMMONWEALTH OF VIRGINIA
COUNTY OF FLUVANNA
Application for Rezoning

RECEIVED

FEB 28 2023

Owner of Record: J&B LMO, LLC
Address: 1420 STABLE LANE CHVILLE, VA 22901
Phone: 434-872-3781
Applicant of Record: SAME
Address: Fluvanna County Planning Dept
Phone:
Fax:
Email:

Representative: CLARK GATHRIGHT
Address: 100 10th St NE Suite 200
Phone: 434-987-0294
Fax:

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.

Email: cgathright@dgarchs.com
Tax Map and Parcel(s): 9 section A, Parcel 15 B
18 A section 7, Parcel 158A

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

Acreage: 2 +/- Current Zoning: R-4/A-1

Is parcel in Land Use Valuation Program? No Yes

Location of Parcel: 2987 Lake Monticello Rd PALMYRA, VA

Deed Book and Page:

Requested Zoning: B-C Proposed Use of Property: B-C Zoning uses per permitted uses by right



Affidavit to Accompany Petition for Rezoning

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: Feb 27, 2023 Signature of Owner/Applicant: John S. Lyon / Betty H. Lyon
Subscribed and sworn to before me this 27th day of February, 2023 Register # 8026511
My commission expires: 06.30.2026 Notary Public: Shannon Welch Myers

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

Table with columns for Office Use Only, Planning Commission, and Board of Supervisors. Includes fields for Date Received, Pre-Application Meeting, PH Sign Deposit Received, Application #, Mailing Costs, and Advertisement Dates.



COMMONWEALTH OF VIRGINIA
COUNTY OF FLUVANNA
Public Hearing Sign Deposit

Name: J&B LMO, LLC
 Address: 1420 Stable Lane
 City: Charlottesville
 State: Va Zip Code: 22901

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

John S. Lynn
 Applicant Signature

2/27/2023
 Date

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

Office Use Only	
Application #: BZA _____ : CPA _____ : SUP _____ : ZMP 23 : 01 ZTA _____ :	
\$90 deposit paid per sign*: check 9072	Approximate date to be returned:



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"> • Statement on proposed use of property and reason for rezoning • Ten (10) copies of plats showing existing and proposed improvements (if applicable) • Deed restrictions (if applicable) • Copy of the Tax Map showing the site (preferred) • General Location Map (preferred) 	
Supporting photographs are not required, but suggested for evidence	

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

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

For Applicant

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.

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, John S. Lyon and Betty H. Lyon as principals of the J&BLMO, LLC, the Owners of record Tax Map 18A-7, Parcel 158 A, Tax Map 9 Section A, Parcel 15B,

Section 7, Parcel 158A (the "Property), which is the subject of conditional rezoning request, does hereby voluntarily proffer that development of the Property shall be in strict accordance with the following conditions set forth in the statement of final proffers:

The Owner presents this statement of proffers for tax map 9, section A, Parcel 15B, tax map 18A, section 7, Parcel 158A:

PROHIBITED USES: The following permitted uses by right land uses Shall be excluded from the Property under B-C Zoning Section 22-10-3:

The following permitted by special use permit land uses shall be excluded from the under B-C Zoning Section 22-10-4:

Commercial Uses, Civic Uses:

- Amusements Public
- Cultural Services
- Public Uses
- Bed & Breakfast, Financial Institution, Funeral Home, Gas Station, Grocery Store
- Parking Facility, pharmacy, Restaurant, Vending Carts.

The following are a list requested to be approved by right under B-C Zoning:

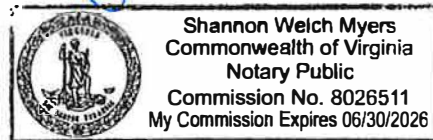
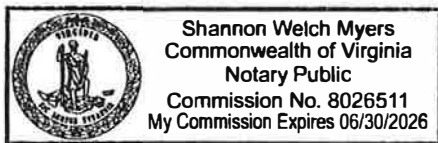
COMMERCIAL USES:

- Small Bakery, Small Butcher Shop, Daycare Center, Garden Center,
- Medical/Dental Offices, Offices, Personal services establishment, Studio of fine arts, Taxidermist, Small Retail Store,

J&BLMO, LLC

By John S. Lyon

By Betty H. Lyon



27 February 2023
Shannon Welch Myers
Register # 8026511
My commission expires: 06.30.2026

RECEIVED

FEB 28 2023

Fluvanna County
Planning Dept

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, John S. Lyon and Betty H. Lyon as principals of the JBLLMO, LLC, the Owners of record Tax Map 18A-7, Parcel 15B A, Tax Map 9, Section A, Parcel 15-B.

Section 7, Parcel 158A (the "Property"), which is the subject of conditional rezoning request, does hereby and voluntarily prove the development of the Property shall be in strict accordance with the following conditions set forth the statement of final proffers:

The Owner presents this statement of proffers for Tax Map (, Section A, Parcel 15-B, Tax Map 18A, Section7, Parcel 158A as follows:

PROHIBITED USES: the following permitted uses by right land uses shall be excluded from the Property under B-C Zoning Section 22-10-3:

Commercial Uses, Civic Uses:

Amusement Parks

Cultural Services

Public Uses

Financial Institutions, Funeral Home, Gas Station, Grocery Store, Parking Facility, Pharmacy, Large Restaurant, Vending Carts

The following are a list requested to be approved by right under B-C Zoning:

Bakery, Butcher Shop, Daycare Center, Garden Center, Medical/Dental Offices, Offices, Personal Service Establishment, Studio of the Arts, Taxidermist, Small Retail Store, Brew Pub.

J&BLLMO,LLC

By John S. Lyon

John S. Lyon
Betty H. Lyon

By Betty H. Lyon

Betty H. Lyon

City/County of Albemarle
Commonwealth of Virginia
Subscribed and sworn to before me, in my presence,
this 3rd day of May, 2023
by Jennifer N. Lyster
Notary Public
My commission expires 02/28/2025



ARTICLE 10. - BUSINESS, CONVENIENCE, DISTRICT B-C ZONING DISTRICT – Summary Uses - May 2023

Sec. 22-10-1. - Statement of intent.

This district is for those areas of the County, adjacent to residential and/or agricultural areas, where it is in the public interest to establish retail and service businesses of a type which are ordinarily and necessarily convenient to and designed primarily to serve adjacent residential uses and which are not characterized either by trucking other than stocking and delivery of light retail goods, or by any nuisance factors other than those occasioned by incidental light and noise of congregation of people and passenger vehicles. This includes such uses as retail convenience stores, banks, business and professional offices and service stations.

Sec. 22-10-2. - Use regulations.

In Business District B-C, structures to be erected or land to be used shall be for one (1) or more of the following retail sales and/or service uses.

Sec. 22-10-3. - Uses permitted by right.

The following uses shall be permitted by right:

Civic Uses

~~Amusements, public~~

~~Cultural services~~

~~Public uses~~

Commercial Uses

Bakeries

~~Bed and breakfasts~~

Brewpub (added 8-17-22)

Butcher shops

Daycare centers

~~Financial institutions~~

~~Funeral homes~~

Garden center

~~Gas stations~~

~~Greenhouses, commercial~~

Grocery stores

Medical clinics

Offices

Parking facilities

Personal service establishments

Pharmacies

Restaurants, fast food

Restaurants, general

Restaurants, small

Retail stores, general

Retail stores, neighborhood convenience

Retail stores, specialty

Studios, fine arts

Taxidermists

Vending carts

Miscellaneous Uses

Accessory uses

Utilities, minor

(Ord. 9-17-08; Ord. 10-21-09; Ord. 11-3-10; Ord. 11-20-12)

Sec. 22-10-4. - Uses permitted by special use permit only.

The following uses shall be permitted by special use permit only:

Civic Uses

Educational facilities

Religious assembly

Sheltered care facilities

Commercial Uses

Amusements, commercial

Auction houses

Automobile repair service establishments

Car washes

Communications service

Dance halls

Guidance services

Hotels

Kennels, commercial

Landscaping materials supply

Laundromats

Laundries

Lodges

Microbreweries (added 8-17-22)

Personal improvement services

Professional schools

Self-storage facilities

Veterinary offices

Miscellaneous Uses

Outdoor gatherings

Telecommunication facilities

Utilities, major

Residential Uses

Dormitories

(Ord. 9-17-08; Ord. 10-21-09; Ord. 11-3-10; Ord. 11-20-12)

Sec. 22-10-5. - Requirements for permitted uses.

All buildings, structures and uses in the B-C District shall be subject to the provisions of Article 23: Site Development Plans of this Code. (Ord. 12-16-15)

Sec. 22-10-6. - Area regulations.

None, except for permitted uses utilizing individual sewerage disposal system. The required area for any such use shall be approved by the administrator who may consult with the health official.

Sec. 22-10-7. - Setback regulations.

- (A) Buildings shall be located not less than fifty feet (50') from any public right-of-way. This shall be known as the "setback line." All parking lots shall be located not less than twenty-five feet (25') from any public right-of-way. (B) A variation to the setback regulations may be granted by the Planning Commission for projects in a designated growth area that meet new urban/neo-traditional planning principles, and further the objectives and goals set forth in the comprehensive plan. Appeals must be received in writing within thirty (30) days of the variation decision, and will then be forwarded to the Board of Supervisors for a final determination.

(Ord. 5-4-11)

Sec. 22-10-8. - Yard regulations.

The minimum yard requirements for permitted uses adjoining or adjacent to a residential or agricultural district shall be fifty feet (50'). All parking lots and accessory uses shall be located not less than twenty-five feet (25') from any residential or agricultural district.

Sec. 22-10-9. - Height regulations.

Buildings may be erected up to thirty-five feet (35') in height from grade, except that:

- (A) Any building otherwise permitted may be erected to a height of forty-five feet (45') feet from grade and a public or semi-public building such as a school, place of worship, or library may be erected to a height of sixty feet (60') from grade; provided, in any such case, that required setback and side and rear yards each shall be increased one foot (1') for each foot in height over thirty-five feet (35'). (B) Spires, belfries, cupolas, monuments, water towers, chimneys, flues, flagpoles, television antennas, and radio aerials are exempt. Parapet walls may be up to four feet (4') above the height of the building on which the walls rest.

Sec. 22-10-10. - Off-street parking.

Off-street parking shall conform with Article 26: Off-Street Parking and Loading Spaces of this chapter.

Sec. 22-10-11. - Sign regulations.

Sign regulations shall conform to Article 15 of this chapter.

Sec. 22-10-12. - Special provisions for accessory uses and structures.

Uses and structures which are customarily accessory and clearly incidental shall be permitted, provided establishment of the same shall not be permitted until construction has commenced on the principal building or the principal use has been established.

Sec. 22-10-13. - Sidewalks.

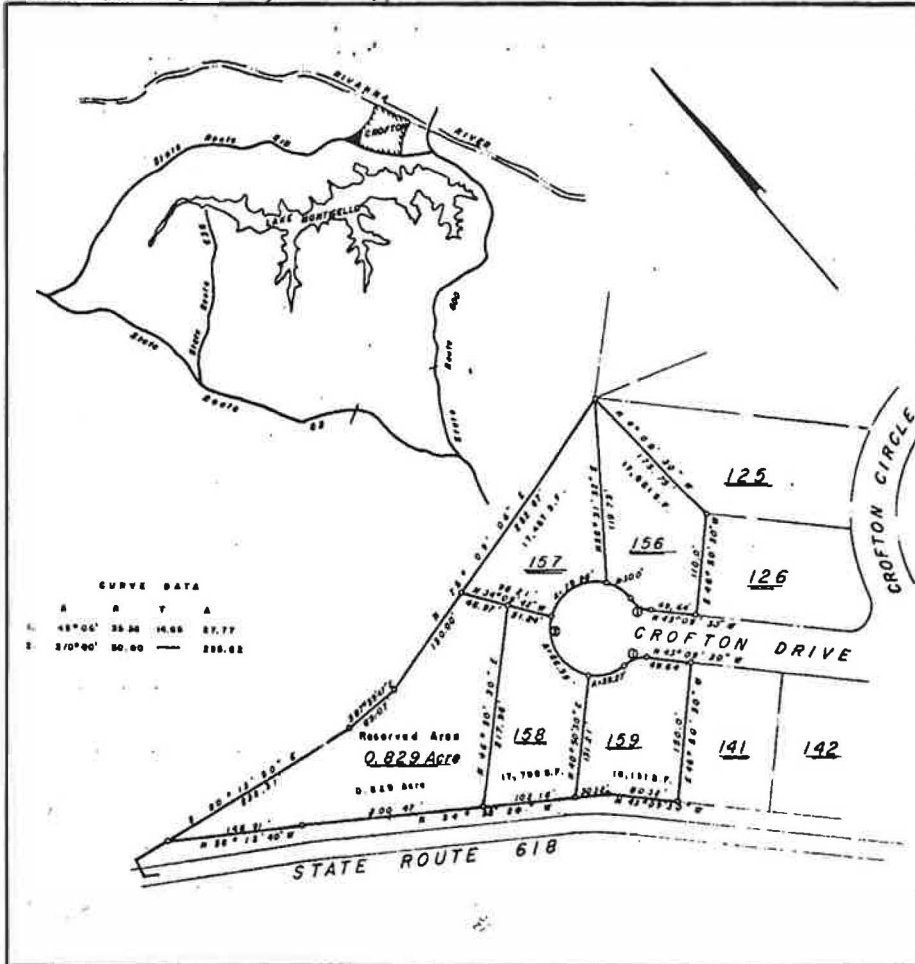
Sidewalks that comply with the most recent VDOT specifications shall be required on both sides of all roadways, public and private. (Ord. 5-4-11)

Sec. 22-9-10. - Sidewalks.

0174
0283

Exhibit A

174 283



RESTRICTIONS: THERE IS A 10' WIDE EASEMENT RESERVED ALONG THE 100' WIDE LOTS 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

COUNTY OF FLUVANNA
PLANNING COMMISSION
T. L. ...
Chairman
Jan. 23, 1973

COUNTY OF FLUVANNA
BOARD OF SUPERVISORS
...
7/17/73

CERTIFICATION
I, the undersigned, being a duly qualified and licensed Surveyor in the State of Virginia, do hereby certify that the foregoing is a true and correct copy of the original plat on file in my office.

OWNER'S APPROVAL
The undersigned do hereby approve of the foregoing plat and the same is a true and correct copy of the original plat on file in my office, and I hereby certify that the same is a true and correct copy of the original plat on file in my office.

PLAT SHOWING
PHASE SEVEN ADDITION ONE
CROFTON
SECTION OF
LAKE MONTICELLO

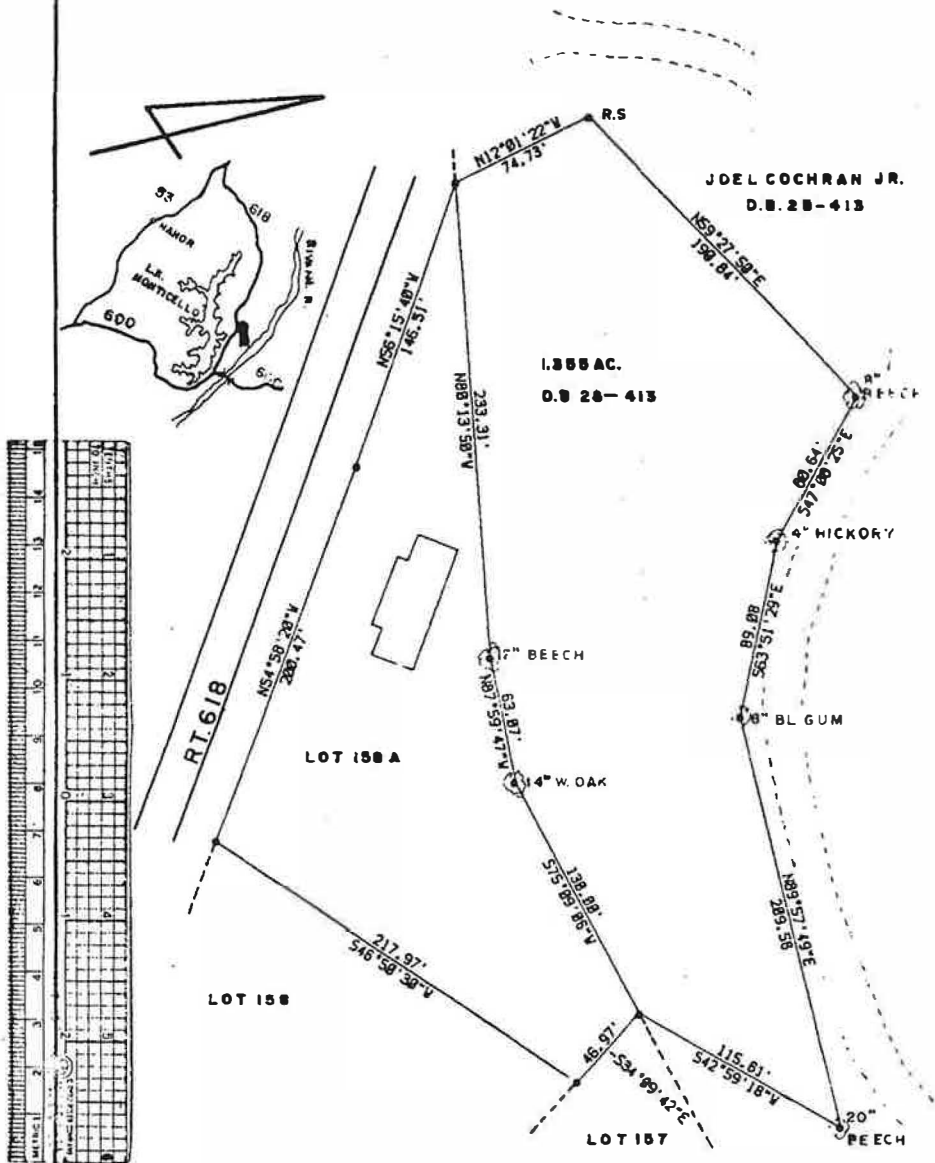
FLUVANNA COUNTY, VIRGINIA
SCALE: 1" = 100' SEPTEMBER, 1972
B. AUBREY HUFFMAN & ASSOCIATES
CIVIL ENGINEERING & LAND SURVEYING
CHARLOTTEVILLE, VIRGINIA

VIRGINIA: CLERK'S OFFICE OF THE CIRCUIT COURT OF FLUVANNA COUNTY.
St. R. Tax 300.00 The foregoing instrument with acknowledgment
Co. R. Tax 100.00 was admitted to record on March 6, 1981,
Transfer 100.00 at 3:15 P.M. in D.B. 174 Page(s) 282, 283.
Clerk 70.00 Recording costs paid as shown.
Grantor Tax 200.00
Total \$ 610.00 Tests: *...* Clerk.

0176
0563

176 563

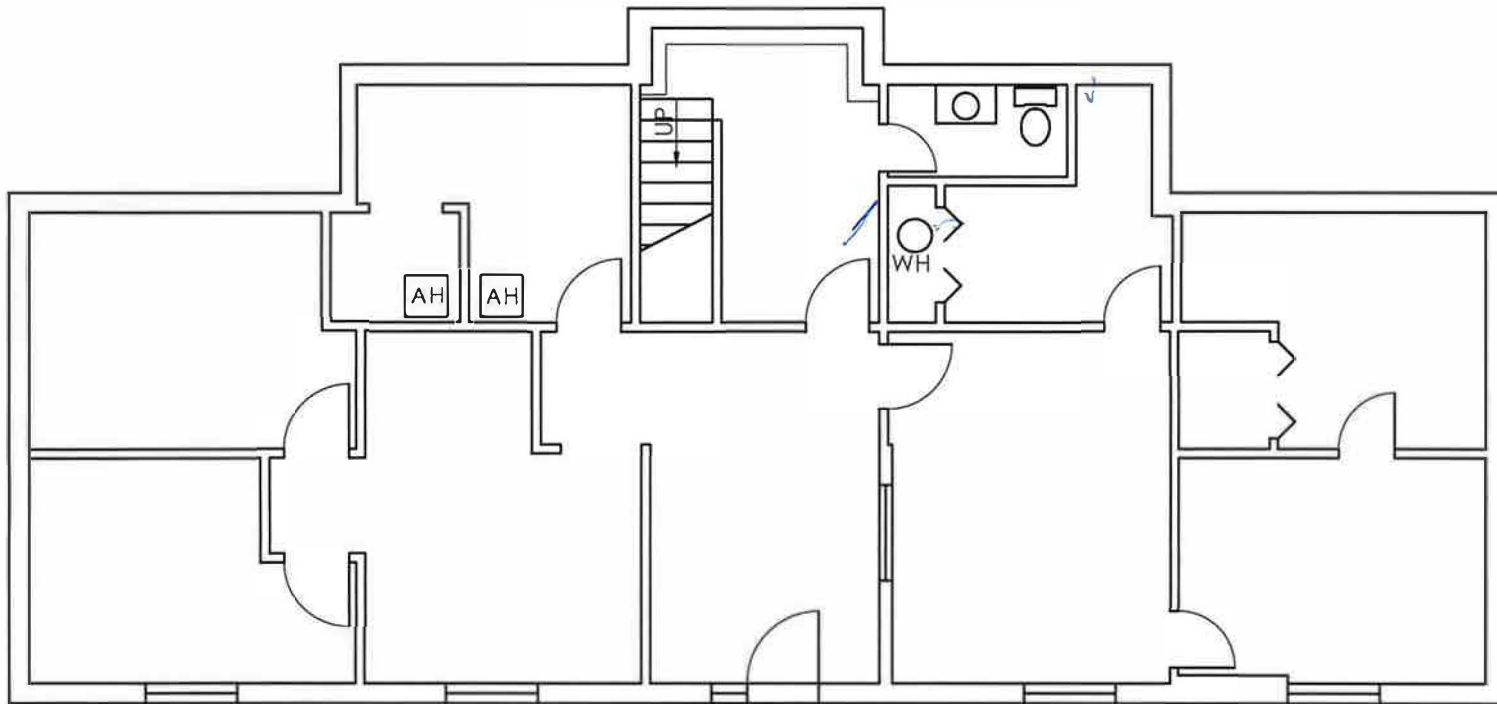
THIS PORTION OF PARCEL 15 TO BE REJOINED TO LOT 158A, PHASE VII OF LAKE MONTICELLO



PLAT SHOWING
 TAX MAP 9 PORTION OF PARCEL 15
THE JOEL COCHRAN PROPERTY
 CUNNINGHAM DISTRICT FLUVANNA COUNTY, VIRGINIA
 SCALE: 1" = 60' DATE: APRIL 14, 1987
 ROBERT L. LUM
 LAND PLANNING & SURVEYING
 PALMYRA, VIRGINIA



VIRGINIA: CLERK'S OFFICE OF THE CIRCUIT COURT OF FLUVANNA COUNTY.
 St.R. Tax 1500 The foregoing instrument with acknowledgment
 Co.R. Tax 500 was admitted to record on May 13, 1987
 Transfer 100 at 11:35 A.M. in D.B. 176 Page(s) 561-562
 Clerk 400 Recording costs paid as shown.
 Grantor Tax 400
 Total \$ 4100 Tests: Robert L. Lum Clerk.

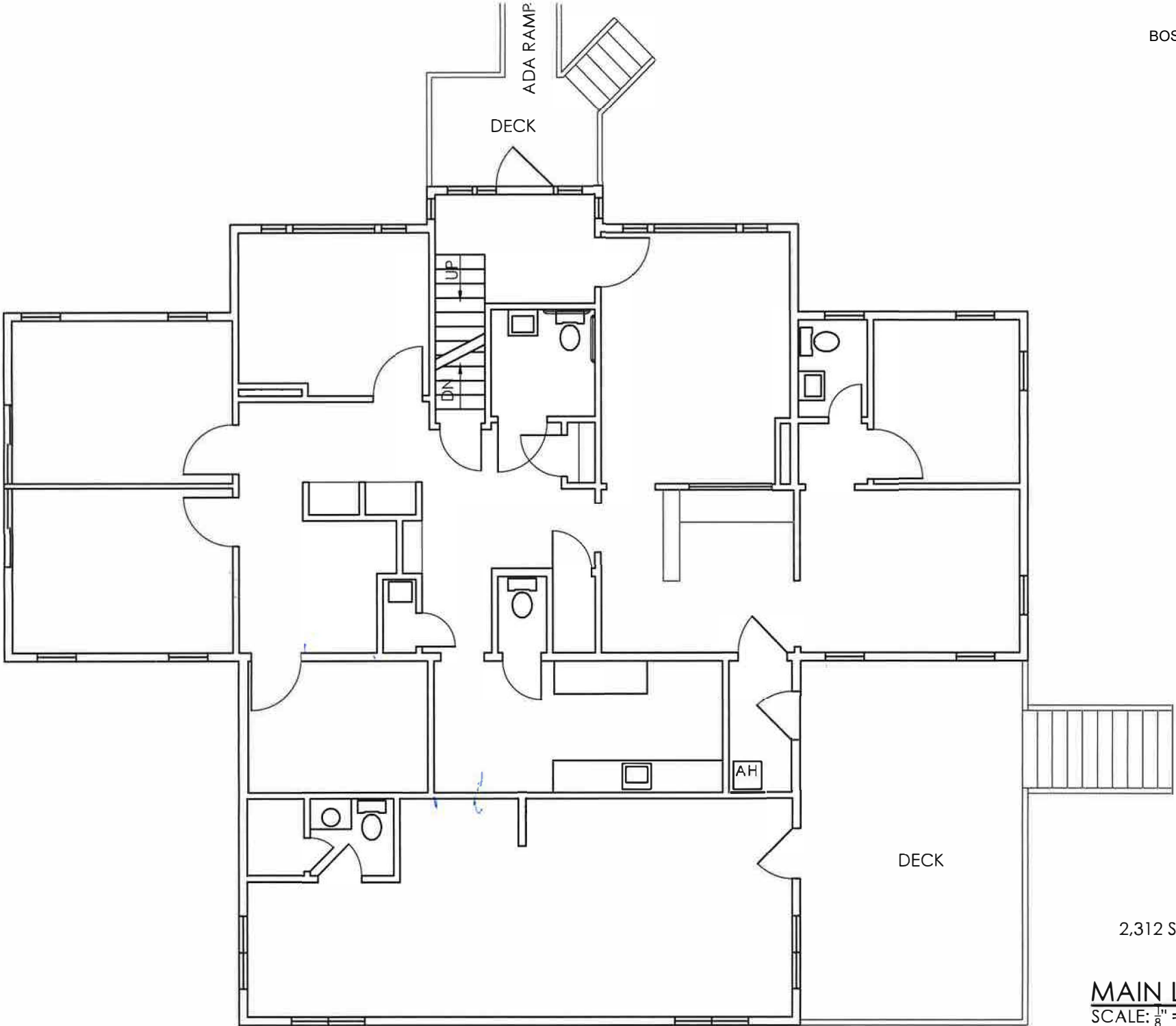


1,546 SF

BASEMENT LEVEL PLAN

SCALE: $\frac{1}{8}'' = 1'-0''$

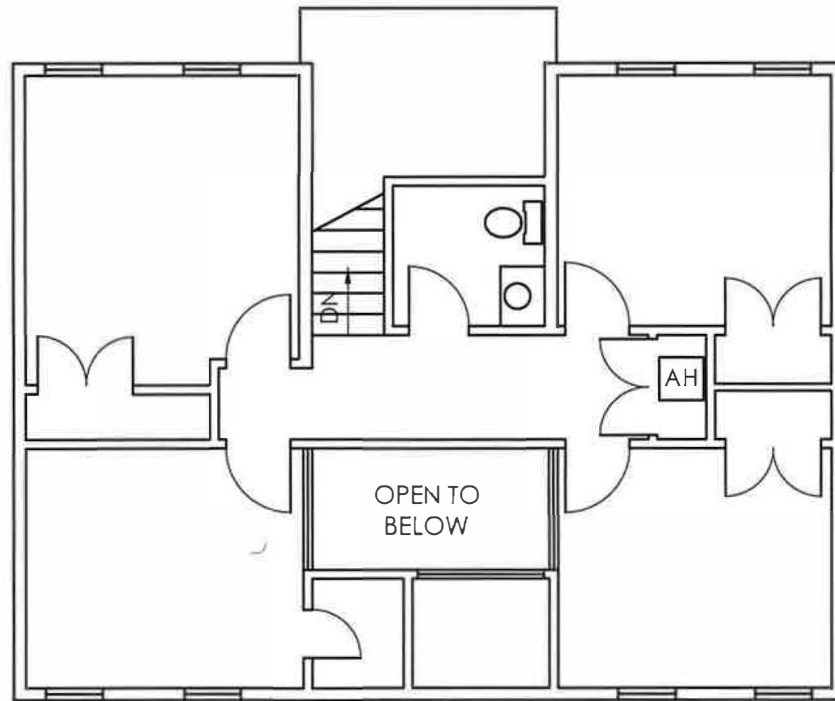
2987 LAKE MONTICELLO RD PALMYRA, VA



2987 LAKE MONTICELLO RD PALMYRA, VA

2,312 SF

MAIN LEVEL PLAN
SCALE: 1/8" = 1'-0"



829 SF

SECOND LEVEL PLAN
SCALE: $\frac{1}{8}'' = 1'-0''$

2987 LAKE MONTICELLO RD PALMYRA, VA

PREPARED BY: J. BARRETT JONES, VSB #15354
Jones Oberg & Green
917 East Jefferson Street
Charlottesville, VA 22902

TITLE INSURER: NONE

FLUVANNA COUNTY TMPs: **Parcel One: 9-A-15B;**
Parcel Two: 18-A-7-158A

THIS DEED OF GIFT IS EXEMPT FROM TAXATION PURSUANT TO SECTION 58.1-811(D) AND SECTION 58.1-811(A)(10), CODE OF VIRGINIA, 1950, AS AMENDED.

THIS DEED OF GIFT is made this 24th day of January, 2023, by and between **John S. LYON, Trustee of The John S. LYON Trust** created under an agreement dated as of the 11th day of July, 2008, as amended, and **Betty H. LYON, Trustee of The Betty H. LYON Trust** created under an agreement dated as of the 11th day of July, 2008, as amended, Grantors, and **J&BLMO, LLC**, a Virginia limited liability company, Grantee, the address of which is: whose address is: 1420 Stable Lane, Charlottesville, VA 22901.

WITNESSETH:

That for no consideration, and as a gift only, the Grantors, being all the Members of J&BLMO, LLC, the Grantee herein, hereby GIVE, GRANT, and CONVEY with GENERAL WARRANTY and ENGLISH COVENANTS OF TITLE unto the Grantee, all their interests, in the following described real property, to-wit:

PARCEL ONE: All that certain lot or parcel of land lying and being situate in the Cunningham Magisterial District of Fluvanna County, Virginia, containing 1.355 acres, by survey, on the northeast side of but not adjoining Virginia State Highway No, 618, and described by metes and bounds on plat of survey made by Robert L. Lum, C.L.S., dated April 14, 1987, which plat is recorded in the Clerk's Office of the Circuit Court of Fluvanna County, Virginia, in Deed Book 176, page 563; and

PARCEL TWO: All that certain lot, piece or parcel of land lying and being in the Cunningham Magisterial District of Fluvanna County, Virginia, bordering Virginia State Route 618 and designated as Lot Number 158A, Phase Seven – Crofton, Lake Monticello Subdivision, and shown and designated on plat recorded in the Clerk's Office of Fluvanna County, Virginia, in Deed Book 174, page 382, as 0.826 acres and entitled "Reserved Area", together with all rights and appurtenances thereunto pertaining.

BEING the same property as that conveyed to the Grantors herein by deed of gift from John S. Lyon and Betty H. Lyon, husband and wife,, dated July 28, 2009, and recorded October 5, 2009, in the aforesaid Clerk's Office in Deed Book 804, page 311.

The above-described property is conveyed subject to all easements, reservations, restrictions and conditions contained in duly recorded deeds, plats and other instruments constituting constructive notice in the chain of title to the said property which have not expired by a limitation of time contained therein or have not otherwise become ineffective.

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Intentionally blank.]

WITNESS the following signatures and seals:

John S. Lyon (SEAL)
JOHN S. LYON, Trustee

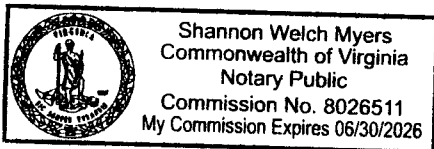
The John S. Lyon Trust created under an agreement dated as of the 11th day of July, 2008, as amended

COMMONWEALTH OF VIRGINIA

CITY COUNTY OF Charlottesville, to-wit:

The foregoing instrument was acknowledged before me this 27th day of January, 2023, by John S. Lyon, as Trustee of The John S. Lyon Trust created under an agreement dated as of the 11th day of July, 2008, as amended.

My Commission expires: 06.30.2026



Shannon Welch Myers
Notary Public
Notary Registration No.: 8026511

Betty H. Lyon

(SEAL)

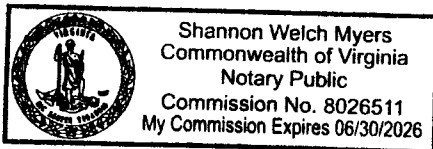
BETTY H. LYON, Trustee
The Betty H. Lyon Trust created under an agreement
dated as of the 11th day of July, 2008, as amended

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Charlottesville, to-wit:

The foregoing instrument was acknowledged before me this 27th day of January, 2023 by Betty H. Lyon, as Trustee of The Betty H. Lyon Trust created under an agreement dated as of the 11th day of July, 2008, as amended.

My Commission expires: 06.30.2026



Shannon Welch Myers
Notary Public

Notary Registration No.: 8026511

INSTRUMENT # 230000280
E-RECORDED IN THE CLERK'S OFFICE OF
FLUVANNA COUNTY ON
FEBRUARY 1, 2023 AT 11:17AM

TRISTANA P. TREADWAY, CLERK
RECORDED BY: ALF

Entity Information

Entity Name:J&BLMO, LLC Entity ID:11484296

Entity Type:Limited Liability Company Entity Status:Active

Series LLC:No Reason for Status:Active

Formation Date:01/13/2023 Status Date:01/13/2023

VA Qualification Date:01/13/2023 Period of Duration:Perpetual

Industry Code:0 - General Annual Report Due Date:N/A

Jurisdiction:VA Charter Fee:N/A

Registration Fee Due Date:Not Required

Registered Agent Information

RA Type:Individual Locality:CHARLOTTESVILLE CITY

RA Qualification:Member of the Virginia State Bar

Name:J. Barrett Jones Registered Office Address:917 E Jefferson St, Charlottesville, VA, 22902 - 5355, USA

Principal Office Address

Address:1420 Stable Ln, Charlottesville, VA, 22901 - 8882, USA

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

TAB C

MEETING DATE:	May 17, 2023				
AGENDA TITLE:	SUP 23:02 Andrea and Robert Nickels				
MOTION(s):	I move that the Board of Supervisors (Approve / deny / defer) SUP 23:02, a request to permit an Agricultural enterprise and Event facility use with respect to 42.9 +/- acres of Tax Map 48, Section 1, Parcel 3, subject to the seven (7) conditions listed in the staff report.				
BOS 2 YEAR GOALS?	Yes	No	If yes, which goal(s):	N/A	
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
	X				
STAFF CONTACT(S):	Douglas Miles, Community Development Director				
PRESENTER(S):	Douglas Miles, Community Development Director				
RECOMMENDATION:	At its meeting on April 11, 2023 the Planning Commission recommended Approval of SUP 23:02 Andrea and Robert Nickels (5-0); Vice-Chair Lagomarsino moved to recommend Approval and Mr. Goad seconded; AYES: Lagomarsino, Goad, Key, Bibb and Morgan.				
TIMING:	Normal Public Hearing review process				
DISCUSSION:	<p>This land use request is an Agricultural Enterprise – Agricultural related use that provides an agricultural service or produces goods from agricultural resources. These include processes that are a direct outgrowth, yet more intensive, of the products derived through agriculture, as defined in the Zoning Ordinance.</p> <p>The second land use request is an Event Facility – A place of public assembly, used primarily as a facility for hosting functions including, but not limited to, weddings, receptions, banquets, anniversaries, meetings or conferences. The event facility may be located in a building or tent, be in an uncovered, outdoor gathering space of less than 200 people or a combination thereof. An event facility is a place that charges a fee or that requires compensation to use the space or charges an entry fee or other fee for the uses related to the facility and does not include a Lodge.</p>				
FISCAL IMPACT:	The proposed land uses would provide additional Fluvanna County revenue taxes.				
POLICY IMPACT:	<p>Regarding SUP 23:02 Andrea and Robert Nickels the Fluvanna County Board of Supervisors may:</p> <ul style="list-style-type: none"> - Approve this request, allowing the land use to be constructed; OR - Deny this request, preventing the land use from being constructed; OR - Defer this request and make a final decision at a future Board meeting date. 				

LEGISLATIVE HISTORY:	Review of a proposed Special Use Permit in accordance with Chapter 22 of the Fluvanna County Zoning Ordinance. The Planning Commission reviewed this SUP case request on April 11, 2023 through a Public Hearing review process.				
ENCLOSURES:	Andrea and Robert Nickels Special Use Permit Staff Report with the Recommended Conditions				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X



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BOARD OF SUPERVISORS STAFF REPORT

To: Fluvanna County Board of Supervisors

From: Douglas Miles, AICP, CZA

Requests: Agricultural Enterprise & Event Facility

District: Cunningham Election District

General Information:

This Special Use Permit (SUP) request is to be heard by the Board of Supervisors on Wednesday, May 17, 2023 at 7:00 pm at the Carysbrook Performing Arts Center.

Applicants:

Andrea and Robert Nickels, property owners

Requested Action:

SUP 23:02 Andrea and Robert Nickels – A Special Use Permit request in the A-1 Agricultural, General District to permit Agricultural enterprise and Event facility uses on 42.9 +/- acres known as Tax Map 48 Section 1 Parcel 3. The property is located on the north line of West River Road (Route 6) and is known as 5199 West River Road. The subject property is located in the Rural Residential Planning Area and the Cunningham Election District.

Existing Zoning:

A-1, General Agricultural Zoning District

Existing Land Uses:

Hardware Hills Vineyard tasting room and single-family dwelling

Planning Area:

Rural Residential Planning Area

Comprehensive Plan:

The 2015 Fluvanna County Comprehensive Plan has the winery property within the Rural Residential Planning Area that calls for rural residential uses that include: working farms and similar open space areas with low-density residential development. Formerly known as Thistle Gate Winery that was established in 2007, and now known as Hardware Hills Vineyard, has been operating consistently as a working farm winery for fifteen (15) years and a tasting room was also added and the vineyard owners have resided on the premises.

These existing land uses are matching the comprehensive plan goals and objectives nicely and the proposed vineyard enhancements they would remain in compliance with the Rural Residential Planning Area goals by continuing to expand the working farm winery by adding more areas through viticulture for the production of grapes into wine on the farm.

Economic Development Chapter:

The Comprehensive Plan recommends that development within Rural areas preserve the character of the overall surrounding area and while promoting economic development. Accordingly, some commercial services for the convenience of those living out in the country are appropriate and may be considered if these uses are designed and arranged to complement the rural character of the area and its surrounding uses. These uses are encouraged around existing communities, such as the Scottsville area, and land owners in and around these planning areas should be given the opportunity to pursue options that will supplement and/or provide income in this case the Hardware Hills Vineyard land use.

Applicant Summary:

Hardware Hills Vineyard is a current member of the prestigious Monticello Wine Trail and tourism traffic has doubled based on winery revenue in the past year and continues to draw outside visitors due to our marketing efforts. Additionally, the need for venue space in Fluvanna County is limited and therefore this presents an additional opportunity for local customers and all the incoming tourists to utilize this space for scheduled events. Hardware Hills draws not only local customers but also on a growing number of tourists from outside Fluvanna County. The partnership with other local businesses seeks to add interest and growth for the county and surrounding communities to continue this growth.

Hardware Hills' current vineyard area is approximately 4.5 acres and it may be expanded to eight (8) acres with the addition of 3 or 4 more grape varieties within the vineyard area. The tasting room, located in the southwest corner of the property near Route 6 will continue to serve wine by the glass, the bottle and tasting samples in the current building.

The tasting room will be open daily and will continue to have special and holiday events inside and outside the building and be open from 10:00 am – 11:00 pm daily with special events that may start as early as 7:00 am. Indoor events would be limited to the current building occupancy which is 49 persons in the tasting room and indoor music would be limited to the tasting room hours. Limited food would be served from the tasting room with light fare typically served at a winery events. The tasting room could be rented for private events in the same occupancy and times as stated or can be used as meeting space.

The proposed building improvements include a 48 foot by 80 foot event facility barn that would contain a 40 foot by 54 foot Main open hall area, with a first floor Groom's suite and a second floor Bridal Suite area along with the construction of 4-5 bathrooms, a caterer's kitchen, and with covered, outdoor patio areas. A new 22 foot by 28 foot wine production room and storage area will be near the existing wine production room with additional work space to be used to expand the winery's production and wine varieties produced on the premises. As that space is currently limited within the tasting room area.

Most outdoor winery events would be located in the tasting room or the new event facility vicinity near Route 6 and these special and/or holiday events could include the following:

Winery related events and festivals with outdoor music with event times approximately from 10:00 am – 11:00 pm. Outdoor events would be limited to 200 persons and outdoor food vendors may be present on site during some of the events and festivals. Additional restrooms, both portable and permanent, would be available along with auxiliary parking along the outside of the entrance gates would be made available to accommodate this amount of people with this entrance area being free and clear for emergency vehicles use.

Weddings and Special Occasions with indoor and outdoor music with event times being approximately from 10:00 am – 11:00 pm. Outdoor events would be limited to 200 persons and outdoor food vendors or caterers may be present during these weddings and special occasion events. Additional restrooms, both portable and permanent, would be available along with auxiliary parking along the outside of the entrance gates would be made available with this entrance area being free and clear for emergency vehicles use.

5 K Runs would be contained within the property and utilize the winery area beyond the tasting room vicinity and these events may begin at 7:00 am and include outdoor music and would be limited to 200 persons to not be constituted as Outdoor Gatherings which would require a separate Special Use Permit (SUP) request with separate case conditions.

Business / Community / Non-Profit Organizations / Philanthropic meeting or event space would be inside or outside and limited to persons with the capacity as listed above for indoor or outdoor space; and could not include facilities exclusively used by membership groups such as civic or service clubs or fraternal organizations that are not included in the Event facility definition and see Lodge definition in the Fluvanna Zoning Ordinance:

Lodge: A facility, owned or operated by a corporation, association, person or persons, for social, educational or recreational purposes, to which membership is required for participation and not primarily operated for profit nor to render a service that is customarily carried on as a business and does not include facilities for members to reside. (examples: FOP, VFW, Moose, Rotary and/or Ruritan Club meeting space lodges)

Planning Analysis:

This land use request is an Agricultural Enterprise – Agricultural related use that provides an agricultural service or produces goods from agricultural resources. These include processes that are a direct outgrowth, yet more intensive, of the products derived through agriculture, as defined in the Zoning Ordinance. Related uses include a farm brewery, cidery, distillery, meadery, or in this case a winery where they currently serve wine by the glass, bottle and offer tasting samples and as is licensed by the Virginia Alcoholic Beverage Control (ABC) Authority here in Virginia.

The second land use request is an Event Facility – A place of public assembly, used primarily as a facility for hosting functions including, but not limited to, weddings, receptions, banquets, anniversaries, meetings or conferences. The event facility may be located in a building or tent, be in an uncovered, outdoor gathering space of less than 200 people or a combination thereof. An

event facility is a place that charges a fee or that requires compensation to use the space or charges an entry fee or other fee for the uses related to the facility and does not include a Lodge.

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

Special Use Permits:

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

Second, the proposed use should be compatible with the uses permitted by right in that zoning district and shall not adversely affect the use of or the value of neighboring property. The winery land use currently on the premises would continue to enhance the serene, rural lifestyle along the Hardware River that borders the property on the east and south side with the remainder of this site containing a heavily wooded buffer along the north and west sides of this existing property. The recommended case conditions would seek to ensure that the proposed outdoor events would remain in compliance with all State and/or County requirements as they relate to health, safety, noise and traffic purposes while continuing to offer up a pleasant, profitable winery experience.

Summary Conclusion:

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

The Fluvanna County Sheriff's Office and the Fluvanna County Fire members have reviewed and provided comments relative to the proposed Event facility planned events. These same agencies will provide additional comments during both the site plan and building permit review processes.

These recommended conditions provide further guidance for the applicants to coordinate these events with Fluvanna County staff, and especially with the Sheriff's Office, on traffic control on Route 6 when entering or exiting the winery during the larger events, as registered through them.

Planning Commission Meeting:

The Planning Commission conducted a Public Hearing on Tuesday, April 11, 2023 with several Fluvanna county residents speaking in support of this request along with the several letters of support that were received prior to the scheduled Public Hearing. The Planning Commission recommended Approval along with the seven (7) staff recommended conditions for the land uses.

Recommended Conditions:

The Planning Commission and County Staff recommend Approval of the proposed Agricultural enterprise and Event facility use provided that the impact upon the surrounding property owners is minimal. Staff has proposed recommended conditions to ensure that the uses comply with all Federal, State and County Code requirements:

1. This Special Use Permit is granted for an Agricultural enterprise and Event facility use to Andrea and Robert Nickels and is not transferable and it does not run with the land on Tax Map 48 Section 1 Parcel 3.
2. The applicants will provide staffing for private parking and traffic circulation purposes from Route 6 with event personnel clearly marked as “Event Staff” for safety reasons. The Fluvanna County Sheriff’s Office shall be notified at least thirty (30) days prior to the Event facility events that are between 100 to 200 persons to be located on the premises.
3. The Event facility events with outdoor live or recorded music shall be from 10:00 am until 11:00 pm, with the exception of 5K runs, that may start at 7:00 am on the premises.
4. The applicants shall ensure compliance with the Noise Ordinance of the Code of the County of Fluvanna, as adopted and as enforced by the Fluvanna County Sheriff’s Office.
5. The site shall be maintained in a neat and orderly manner so that the visual appearance from the public right-of-way and adjacent properties is acceptable to County officials.
6. The Board of Supervisors, or its representative, reserves the right to inspect the property for compliance with these conditions at any time.
7. Under Section 22-17-4 F (2) of the Fluvanna County Code, the Board of Supervisors has the authority to revoke a Special Use Permit if the property owners have substantially breached the conditions of the Special Use Permit.

Suggested Motion:

I move that the Board of Supervisors (Approves / denies / defers) SUP 23:02, a request to permit an Agricultural enterprise and Event facility use with respect to 42.9 +/- acres of Tax Map 48, Section 1, Parcel 3, subject to the seven (7) conditions listed in the staff report.

Attachments:

Special Use Permit Application and Sign Form
Applicant Narrative Statement dated February 8, 2023
Applicant Proposed Building Plans and Site Location
Fluvanna County APO Letters and Support Letters



COUNTY OF FLUVANNA

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

MEMORANDUM

Date: May 2, 2023
From: Valencia Porter
To: Douglas Miles
Subject: APO Memo Complete

Please be advised the attached letter went out to the attached list of Adjacent Property Owners for the May 17, 2023 Board of Supervisors meeting.



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PUBLIC HEARING NOTICE

May 1, 2023

RE: SUP 23:02 Andrea and Robert Nickels - Event Facility / Tax Map 48 Section 1 Parcel 3

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

Meeting: Board of Supervisors Regular Meeting

Date: **Wednesday, May 17, 2023 at 7:00 pm (correction from April 28, 2023)**

Location: Carysbrook Performing Arts Center
8880 James Madison Highway Fork Union, VA 23055

SUP 23:02 Andrea and Robert Nickels – A Special Use Permit request in the A-1 Agricultural, General District to permit Agricultural enterprise and Event facility uses on 42.9 +/- acres known as Tax Map 48 Section 1 Parcel 3. The property is located on the north line of West River Road (Route 6) and is known as 5199 West River Road. The subject property is located in the Rural Residential 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 Hearings 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 this application or the scheduled public hearing, then please contact me at dmiles@fluvannacounty.org or call me at 434.591.1910 with questions.

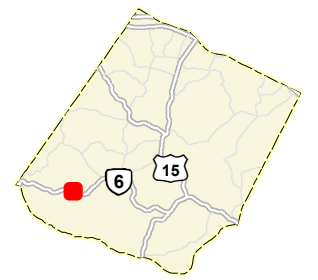
Sincerely,

Douglas Miles

Douglas Miles, AICP, CZA
Community Development Director



SUP 23:02
Event Facility
TMP 48-1-3





Fluvanna County Health Department
132 Main Street
Palmyra, VA 22963
(434) 591-1965 Voice

PE Sewage Disposal System Repair Permit Letter (COV 32.1-163.6)

April 18, 2023

Rob Nickels
5199 West River Road
Scottsville, VA 24590

APPROVED

**RE: Tax Map: 48-1-3
HDID: 132-23-0041
System Capacity: 900 gpd (Domestic Strength Wastewater)
System Description: AOSS to serve a Vineyard Tasting Room**

Dear Rob Nickels:

This letter and the attached drawings, specifications and calculations dated March 22, 2023 constitute your **permit** to install a sewage disposal system on the property referenced above. Your application for a permit was submitted pursuant to §32.1-163.6 of the Code of Virginia, which requires the Virginia Department of Health (VDH) to accept designs for onsite sewage systems from individuals licensed as Professional Engineers (PEs). This law allows PEs to design onsite sewage systems that do not fully comply with the Sewage Handling and Disposal Regulations (12 VAC 5-610-10 et seq.) and requires VDH to accept such designs provided they comply with standard engineering practices, performance requirements set by the Board of Health, and certain horizontal setback requirements necessary to protect public health and the environment. VDH hereby recognizes that the design submitted by **Timothy Miller, P.E.** complies with the requirements of the Code of Virginia and the Regulations for Alternative Onsite Sewage Systems and grants permission to install the system as designed in the area shown on the attached plans and specifications.

If modifications or revisions are necessary between now and when the system is constructed, please contact the PE who designed the system upon which this permit is based. Should revisions be necessary during construction, your contractor should consult with the PE. The PE is authorized to make minor adjustments in the location or design of the system provided that adequate documentation is provided to the Fluvanna County Health Department.

The PE that submitted the design for this permit is required by the Sewage Handling and Disposal Regulations to conduct a final inspection of this sewage system when it is installed and to submit an inspection report and completion statement to the Fluvanna County Health Department. The health department is not required to inspect the installation, but may do so at its sole discretion. The sewage system may not be placed into operation until you have obtained an Operation Permit from the Fluvanna County Health Department. If your PE did not submit an Operation and Maintenance Manual for review and approval with the plan package, then (s) he will be required to do so prior to issuance of an Operation Permit. This Construction Permit is null and void if site and soil conditions are changed from those shown on your application or if conditions are changed from those shown on the attached plans and specifications.

Tax Map: 48-1-3
HDID: 132-23-0041

Page 2 of 3

VDH may revoke or modify any permit if, at a later date, it finds that the system would threaten public health or the environment.

This permit approval has been issued in accordance with applicable regulations based on the information and materials provided at the time of application. There may be other local, state, or federal laws or regulations that apply to the proposed construction of this onsite sewage system. The owner is responsible at all times for complying with all applicable local, state, and federal laws and regulations.

This construction permit is transferrable until expired or deemed null and void. A permit transfer form may be found on the VDH website at <http://www.vdh.virginia.gov/environmental-health/gmp-2015-01-forms/>. This permit expires on **October 18, 2024**

Sincerely,



Josh Kirtley
Environmental Health Technical Specialist

Cc: Timothy Miller, P.E.

Tax Map: 48-1-3
HDID#: 132-23-0041

Page 3 of 3

WHAT YOU WILL NEED TO GET YOUR SEPTIC SYSTEM OPERATION PERMIT

- Your system must have a satisfactory inspection at the time of installation. This will be done by the designer of your permitted system, a private OSE or PE. Your OSE or PE must submit a copy of the inspection results, complete with an as-built diagram, to the Health Department.
- Please ensure that your contractor turns in a Completion Statement to the local Health Department after installation.
- If your permit is for an alternative system, you must sign, have notarized, and record the attached Notice of Recordation in your locality's land records. Please bring proof of this recordation to the local Health Department

Allow 5 business days after the last piece of documentation is received for the Operation Permit to be issued. To avoid delays, clearly label each piece of documentation with the property Tax Map number and HDID number shown above and on your construction permit. Please note that due to the individual circumstances of your permit there may be additional required items not covered by this checklist. If you have any questions about any of the items on this list, please do not hesitate to contact the Fluvanna County Health Department at (434) 972-6288.



Fluvanna County Health Department
 132 Main Street
 Palmyra, VA 22963
 (434) 591-1965 Voice

April 18, 2023

Rob Nickels
 5199 West River Road
 Scottsville, VA 24590

Subject: Owner Responsibilities for Alternative Onsite Sewage Disposal Systems
 Health Department ID Number: 132-23-0041
 Tax Map Number: 48-1-3
 System Description: AOSS to serve a Vineyard Tasting Room

Dear Rob Nickels:

Records on file at the Fluvanna County Health Department indicate that you are the owner of an Alternative Onsite Sewage System (AOSS) located at TM 48-1-3 . This letter is to provide you with important information regarding owner responsibilities for the operation and maintenance of your AOSS.

The Regulations for Alternative Onsite Sewage Systems (the "AOSS Regulations," 12 VAC 5-613) became effective on December 7, 2011. These regulations can be found online at <http://www.vdh.virginia.gov/EnvironmentalHealth/Onsite/regulations/index.htm>.

The Commonwealth of Virginia State Board of Health Emergency Regulations for Alternative Onsite Sewage Systems (12 VAC 5-613-120) outlines the owner's responsibilities for alternative onsite sewage systems. Owners are now required to:

1. Have the AOSS operated and maintained by a licensed operator. A list of licensed operators can be obtained by visiting the Department of Professional and Occupational Regulation at www.dpor.virginia.gov. Select "License Lookup" from the menu, type an asterisk (*) in the name field, check the "Operators" box under "Onsite Sewage Systems Professionals" and click "search."
2. Have a licensed operator visit the AOSS at the frequency required by the regulations.
3. Have a licensed operator collect any samples required by the regulations (specific laboratory sampling requirements depend on the date your application was filed, the size of the treatment system, the approval status of the treatment unit, whether or not disinfection was required, and whether or not there is direct dispersal to groundwater. Laboratory sampling is not required for any small AOSS with an installed soil treatment area that is sized for septic tank effluent and complies with the requirements of 12VAC5-610

for septic tank effluent. Please consult your Operation and Maintenance Manual, the system designer, an Operator, or the Health Department if you have questions.).

4. Keep a copy of the maintenance log provided by the operator on the property where the AOSS is located, make the log available to the health department upon request, and transfer the log to any future owner of the property.

5. Keep a copy of the Operation and Maintenance (O&M) Manual for the AOSS on the property where the system is located, make the manual available to the health department upon request, and transfer the O&M Manual to any future owner.

6. Comply with the onsite sewage disposal requirements contained in any local ordinance adopted pursuant to the Chesapeake Bay Preservation Act (§10.1-2100 of the Code of Virginia) and the Chesapeake Bay Preservation Area Designation and Management Regulations (9 VAC 10-20) if the AOSS is located within a designated Chesapeake Bay preservation area.

Proper operation and maintenance of an AOSS is required by law and is necessary to ensure continued functioning of the system and may prevent premature failure of the system. Operation and maintenance information for your system may be found by contacting the system designer, the local health department, or by visiting the VDH website at <http://www.vdh.virginia.gov/EnvironmentalHealth/Onsite/newsofinterest/index.htm>.

If you have any questions regarding this letter or believe that you received this letter in error, please contact me at (434) 972-6288. Your cooperation and timely response will be appreciated.

Sincerely,



Josh Kirtley
Environmental Health Technical Consultant



Fluvanna County Health Department
132 Main Street
Palmyra, VA 22963
(434) 591-1965 Voice

April 18, 2023

Rob Nickels
5199 West River Road
Scottsville, VA 24590

Subject: Recordation of Future Operation Permit
Health Department ID Number: 132-23-0041
Tax Map Number: 48-1-3

Dear Rob Nickels:

Your application to construct an alternative sewage disposal system to serve a proposed residence at the above location, filed on March 28, 2023 with the Fluvanna County Health Department, has been evaluated in accordance with the requirements contained in Section 32.1-164.1 of the Code of Virginia, 12 VAC 5-610-250 of the Sewage Handling and Disposal Regulations, and current agency policies and procedures.

Your application is approved and your construction permit is attached to this letter. After your alternative sewage disposal system is constructed and approved for use, the local health department will issue an Operation Permit. The Operation Permit will be valid as long the sewage disposal system is properly operated and maintained. In accordance with Section 15.2-2157 of the Code of Virginia, operation permits for alternative systems serving residential facilities must be conditioned. Before you receive an operation permit for your alternative onsite sewage disposal system, you must record a notice in the land records of the Clerk of the Circuit Court in the locality where the system is located. You must furnish to the local health department a certification from the Clerk of the Circuit showing the deed book number and page number (or instrument number) upon which the notice was recorded. The notice must be indexed in the grantor index under your name.

The notice will state the following:

This permit is issued in accordance with the provisions of Title 32.1, Chapter 6 of the Code of Virginia as Amended, and § 12VAC5-610-340 of the Sewage Handling and Disposal Regulations of the Virginia Department of Health. The continued validity of this permit is contingent upon compliance with the operation and maintenance requirements contained in the Owner's Operation and Maintenance Manual and Regulations for Alternative Onsite Sewage Systems of the Virginia Department of Health (12VAC5-613-100 et seq.). Owners are advised to be aware of the operation and maintenance instructions for their alternative onsite sewage system and to follow them. Copies of the operation and maintenance instructions can be found by contacting the local health department for the locality where the onsite sewage disposal system is located.

If you have any questions or if this office can be of further service to you, please call us at (434) 972-6288.

Sincerely,

Josh Kirtley
Environmental Health Technical Specialist



Fluvanna County Health Department
132 Main Street
Palmyra, VA 22963
(434) 591-1965 Voice

April 18, 2023

Notice for Recordation: AOSS Operation and Maintenance Required

TO: Rob Nickels

FROM: Josh Kirtley, Environmental Health Technical Specialist

County: Fluvanna

Health Department ID Number: 132-23-0041

Tax Map Number: 48-1-3

TO WHOM IT MAY CONCERN:

The Fluvanna County Health Department has approved an alternative onsite sewage system (AOSS) for use for the property identified above as long as the system is properly operated and maintained and performs in accordance with the Sewage Handling and Disposal Regulations (12 VAC 5-610-10 et seq.) and the Regulations for Alternative On-Site Sewage Systems (12 VAC 5-613-10 et seq.)

This permit is issued in accordance with the provisions of Title 32.1, Chapter 6 of the Code of Virginia as Amended, and §12VAC5-610-340 of the Sewage Handling and Disposal Regulations of the Virginia Department of Health. The continued validity of this permit is contingent upon compliance with the operation and maintenance requirements contained in the Owner's Operation and Maintenance Manual and the Regulations for Alternative Onsite Sewage Systems of the Virginia Department of Health (12VAC5-613-100 et seq.). Owners are advised to be aware of the operation and maintenance instructions for their alternative onsite sewage system and to follow them. Copies of the operation and maintenance instructions should have been given to the original owner by the system designer and should be passed on from owner to owner; they can also be found by contacting the local health department for the locality where the onsite sewage disposal system is located.

This Notice must be recorded in the owner's name in the grantor's index of the land records of the Clerk of the Circuit Court of the county having jurisdiction over the property. You must furnish the Fluvanna County Health Department with certification from the Clerk of the Circuit Court showing the deed book and page number or the instrument number upon which the notice was recorded before you can receive your permit to operate the on-site sewage treatment and disposal system.

Notice for Recordation

Tax Map 48-1-3
HDID#: 132-23-0041

As owner of the property, I acknowledge that the sewage disposal system designed to serve the dwelling requires adherence to the Owner's Operation and Maintenance Manual and to Part III, Operation and Maintenance, found in the Regulations for Alternative Onsite Sewage Systems of the Virginia Department of Health (12VAC5-613-100 et seq.).

Rob Nickels

Date

COMMONWEALTH OF VIRGINIA, COUNTY/CITY OF _____, to wit:

Subscribed and acknowledged before me this ____ day of _____, 2023 by Rob Nickels.

NOTARY PUBLIC for the
COMMONWEALTH OF VIRGINIA AT LARGE

Registration #: _____
My Commission expires _____

April 10th 2023

Dear Fluvanna County Planning Commission,

I am writing this letter in support of the proposal to build an event facility on the grounds of Hardware Hills Vineyard at 5199 W River Rd, Scottsville, VA 24590 in Fluvanna County. The addition of an event facility will be of great benefit to the local community in a number of ways;

- 1) The event facility will create jobs for the people of Fluvanna County. This will not only provide employment opportunities for local residents but also stimulate the local economy. The construction of the facility itself will also create jobs in the short term, and once it is completed, the staff required to run and maintain the facility will also be employed.
- 2) The event facility will serve as a gathering place for the local community. It will provide a venue for weddings, meetings, conferences, and other events, which will bring people together and help to strengthen the community spirit. The facility will also help to attract tourists to the area, which will bring additional revenue to the local businesses.
- 3) The event facility will be a great source of revenue for Fluvanna County. The income generated from the events held at the facility will provide a steady stream of revenue for the county, which can be used to fund important public services such as education, infrastructure development, and public safety.
- 4) The event facility will add to the overall attractiveness of Fluvanna County as a destination for tourism and events. This will not only help to promote Hardware Hills Vineyard and the county itself, but it will also help to increase property values and attract new businesses to the area.

In conclusion, the addition of an event facility on the grounds of Hardware Hills Vineyard in Fluvanna County will be of great benefit to the local community in a number of ways. It will create jobs, serve as a gathering place for the community, provide a source of revenue for the county, and increase the attractiveness of the area as a destination for tourism and events. Therefore, I urge the Fluvanna County Planning Commission to approve this proposal.

Sincerely,

James and Deborah Collins

3919 Firehouse road, Buckingham, Virginia

Rudy Garcia
Chartered Tax Consultant

██████████
265 Turkeysag Trail #101 Suite 114B
Palmyra, VA 22963



April 6, 2023

Douglas Miles
Fluvanna County Community Development Director
132 Main St
PO Box 540
Palmyra, VA 22963

RE" Letter of Support for SUP 23:02 Andrea and Robert Nickels - Event Facility / Tax Map 48 Section 1 Parcel 3

Dear Douglas,

I had planned to attend and speak on behalf of the Hardware Hills Winery SUP. I may still be able to join remotely, but in case I am not I wanted to make sure the commission had my input. For the Commissioners who do not know me, I am longtime business owner in the county where I own both Rivanna Woods Financial Tax Services and Global View Capital Advisors-VA. I have been in business in the county since 2006.

I am also a past member and former President of the Fluvanna County Chamber of Commerce and currently serve as the Chair of the Fluvanna County Economic Development Authority and I am the Citizen Representttive on the County Finance Board.

We have a dearth of meeting locations in Fluvanna County. When groups want to have an event, there are very few options available. AS a result many of our citizens hold their events outside of Fluvanna, denying us the opportunity to Shop and Play Locally. I wholeheartedly support the application and encourage the Planning Commission to recommend approval to the Board of Supervisors.

Sincerely,

Rudy Garcia

RECEIVED

APR 06 2023

**Fluvanna County
Planning Dept**

April 5, 2023

County of Fluvanna
Planning & Community Development
132 Main Street
P.O. Box 540
Palmyra, VA 22963

ATTN: Douglas Miles, AICP, CZA

RE: SUP 23:02 -- Andrea & Robert Nickels

Dear Mr. Miles:

I am writing today in support of the above referenced Special Use Permit.

As a resident of Fluvanna and a patron of Hardware Hills I believe this project will offer much needed venue opportunities and still respect the rural/agricultural roots of our County. This type of improvement would allow for dollars to remain in Fluvanna County instead of neighboring Albemarle County that has an abundance of venue destinations.

Additionally, Mr. & Mrs. Nickels are excellent community partners and conscientious stewards of the land.

Best Regards,



Wanda M. Wright
85 Riverside Drive
Palmyra, VA 22963

RECEIVED

APR 06 2023

Fluvanna County
Planning Dept

Douglas Miles

From: admin <admin@hardwarehills.com>
Sent: Thursday, April 6, 2023 2:34 PM
To: Douglas Miles; Jennifer Schmack
Subject: Fwd: HH

[EXTERNAL EMAIL] USE CAUTION.

----- Original Message -----

From: Denise Jobses [REDACTED]
To: "admin@hardwarehills.com" <admin@hardwarehills.com>
Date: April 6, 2023 2:27 PM
Subject:

To Whom it May Concern,

I am writing this letter to express my support for the approval of the Special Use Permit for Hardware Hills Vineyard for expansion of the Winery. Since the new owners, Rob and Andrea Nickels purchased the vineyard, we have watched a small dying business come back to life! Their professionalism, hard work, kindness and commitment is a few of their attributes. They strive to make a successful business and it does not go unnoticed.

The expansion of their tasting room and building a special events venue is much needed in Fluvanna County. If approved, the residents of the county will be able to support local business instead of going outside to the surrounding counties. This additional space would be a great benefit to Fluvanna!

Thank You,

Denise Jobses

RECEIVED

APR 06 2023

Fluvanna County
Planning Dept

Douglas Miles

From: admin <admin@hardwarehills.com>
Sent: Monday, April 3, 2023 6:17 PM
To: Douglas Miles; Jennifer Schmack
Subject: Fwd: SUP hearing

[EXTERNAL EMAIL] USE CAUTION.

----- Original Message -----

From: "GRANT, BOB LTC" [REDACTED]
To: "admin@hardwarehills.com" <admin@hardwarehills.com>
Date: April 3, 2023 4:29 PM
Subject: SUP hearing

Greetings,

We are writing to express our support for approval of the Special Use Permit for Hardware Hills Vineyard to expand their facility. Since purchasing Thistle Gate Winery, the new owners have breathed new life into the vineyard. In addition to developing some new wines and extended their open hours, they have brought a wonderful venue for craft shows, music events and social gatherings. An expanded facility would allow Hardware Hills to host receptions, guest speakers, wine and food tastings, etc which would greatly enhance life in Fluvanna County. The vineyard seems isolated enough that additional activity would not negatively impact on neighbors or the surrounding community.

This additional space would be a great benefit to residents of Fluvanna County and beyond who would bring participate in the many events and bring very helpful revenue to our area.

Sincerely,

Robert and Suzanne Grant
13877 W. River Rd.
Palmyra, VA 22963
[REDACTED]

RECEIVED

APR 03 2023

Fluvanna County
Planning Dept

Email confidentiality Statement: This message and accompanying documents are covered by the Electronic Communications Privacy Act, 12 U.S.C. 2510-2521, and contain information intended for the specific individual(s) only. This information is confidential. If you are not the intended recipient or an agent responsible for delivering to the intended recipient, you are sort of hereby notified that you have received this document in error and that any review, dissemination, copying, or taking of any action based on the contents of this information is strictly prohibited. If you have received this communication in error, please notify us immediately by E-Mail, and delete the original message.

Douglas Miles

From: admin <admin@hardwarehills.com>
Sent: Monday, April 3, 2023 2:03 PM
To: Douglas Miles; Jennifer Schmack
Subject: Fwd: Fluvanna Couny Planning Commission

[EXTERNAL EMAIL] USE CAUTION.

> ----- Original Message -----

> From: Janet lombardi-Diller [REDACTED]
> To: admin@hardwarehills.com
> Date: April 3, 2023 1:56 PM
> Subject: Fluvanna Couny Planning Commission

- >
- >
- > Yes to the plans submitted to you for growth in the county. The submitted plans to extend the winery buildings will bring more business to the county.
- > Andra and Rob have brought a new life to the county with their ideas for this venture.
- > They support so many local people to come to enjoy an afternoon or evening.
- > They have local food trucks , Market fairs for starting businesses,
- > art , and musical entertains from Fluvanna, and surrounding counties.
- > Have shared tours of winery so folks can see the workings and enjoy the wines and company of people producing friendships and lasting memories.
- > This plan they have presented will be a benefit to the county in so many ways and I and my husband are all for this for them and all to enjoy.
- > Thank you for your time .
- > Sincerely,
- > Kenneth and Janet Diller
- > 211 Lilac place
- > Palmyra, Va.
- > (residents of Fluvanna Cty. Since 1993) Sent from my iPhone

Andrea and Rob Nickels

5199 W River Rd
Scottsville, VA 24590
www.hardwarehills.com (<http://www.hardwarehills.com>)
434-286-4710

RECEIVED

APR 03 2023

Fluvanna County
Planning Dept

Douglas Miles

From: admin <admin@hardwarehills.com>
Sent: Tuesday, April 4, 2023 10:25 AM
To: Douglas Miles; Jennifer Schmack
Subject: Fwd: Public Hearing

[EXTERNAL EMAIL] USE CAUTION.

----- Original Message -----

From: Kyle Rosemann <kyle.rosemann@gmail.com>
To: admin <admin@hardwarehills.com>
Date: April 4, 2023 7:40 AM
Subject: Public Hearing

HHW/Fluvanna Planning Commission—

As a long time resident (12+ years) of Fluvanna County, I fully endorse the update and improvement of Hardware Hill Winery. Our county does not have the business opportunities of many of our surrounding counties and this expansion would bring in people and revenue from the region. HHW is owned and operated by an amazing local couple that believes in 'work local, spend local'. They often hold events and fund raisers to benefit local residents and businesses as well as producing award winning local wine.

Kyle and Jeanne Rosemann
22 West Lake Forest Dr
Palmyra, VA. 22963

--
v/r
Kyle J Rosemann

Andrea and Rob Nickels



5199 W River Rd
Scottsville, VA 24590
www.hardwarehills.com
434-286-4710

RECEIVED

APR 04 2023

Fluvanna County
Planning Dept



COMMONWEALTH OF VIRGINIA
COUNTY OF FLUVANNA

Application for Special Use Permit (SUP)

RECEIVED

Owner of Record: Andrea and Robert Nickels
Address: 5199 W River Rd Scottsville, VA 24590
Phone: 434-268-4710 Fax:

Applicant of Record: Andrea and Robert Nickels
Address: 5199 W River Rd Scottsville, VA 24590
Phone: 434-268-4710 Fax:

Email: admin@hardwarehills.com

Email: admin@hardwarehills.com

Representative: Andrea and Robert Nickels
Address: 5199 W River Rd Scottsville, VA 24590
Phone: 434-286-4710 Fax:
Email: admin@hardwarehills.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) 48 13 48-1-3

Acreage 42.85 Zoning A-1

Deed Book and Page: DB-685-363

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

If any Deed Restrictions, please attach a copy

Request for an SUP for the purpose of: Agricultural Enterprise: tasting room and an Event Facility: weddings and special occasion events

*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: 2/23/23 Signature of Owner/Applicant:

Handwritten signatures of Andrea and Robert Nickels

Subscribed and sworn to before me this 23rd day of February, 2023

Notary Public: Janice Tatangelo Register # 7903255

My commission expires: 3-31-24

Certification: Date: 11-16-20



Office Use Only

Table with 2 columns: Planning Commission and Board of Supervisors. Rows include: Date Received, Pre-Application Meeting, PH Sign Deposit Received, Application #, Fees, Amendment of Condition, Telecommunications Tower fee, Election District, Planning Area, Advertisement Dates, APO Notification, Date of Hearing, Decision.



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

Name: Andrea and Robert Nickels

Address: 5199 W River Rd

City: Scottsville

State: VA Zip Code: 24590

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

Andrea Nickels
Applicant Signature

2/23/23
Date

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

OFFICE USE ONLY	
Application #: BZA : CPA : SUP 23 : 02 ZMP : ZTA :	
\$90 deposit paid per sign*: check 10215	Approximate date to be returned:

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

See attached.

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

See Attached.

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

See attached.

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

See attached.

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:

Attached.

Commonwealth of Virginia

County of Fluvanna

Special Use Permit Checklist

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

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

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

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

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

Meetings for the processing of the application

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

Process:

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

Applicant or a representative must appear at the scheduled hearings.

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

Board Actions

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

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

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

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

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

February 8, 2023

Douglass Miles, AICP, CZA
Community Development Director
Fluvanna Planning and Community Development
P. O. Box 540
123 Main Street
Palmyra, VA 22963

Fluvanna County
Planning Dept

FEB 7 2023

RECEIVED

Subj: Hardware Hills Vineyard Special Use Permit

Dear Mr. Miles,

This letter serves as the explanation supplement supporting the Application for Special Use Permit for Hardware Hills Vineyard in Scottsville, Virginia. Andrea and Robert Nickels are the applicants as the current owners of the winery and adjoining private property. Formerly known as Thistle Gate Vineyards established in 2007, it has been operating as a farm winery for over 15 years. This is a permitted use by the Code of Virginia 15.2-2288.3.

Hardware Hills would continue as an agricultural enterprise with viticulture for the production of grapes into wine. The vineyard is approximately 4.5 acres and may grow to over 8 acres with the future addition of 3 – 4 more grape varieties in the vineyard.

Please note the comments for page 3 of the application below:

Proposed Improvements: The construction of 4-5 bathrooms, expanded wine-making space, and a 48 x 80 foot event barn is proposed to support the growth of the winery, special events, and possible community meeting space.

Necessity of use:

The tasting room, located on the southwest corner of the property near Rt. 6 will continue to serve wine by the bottle, glass and tasting samples as licensed by the Virginia ABC. The tasting room would be open daily and continue to have special and holiday events inside and outside the building. The tasting room would potentially be open from 10 a.m. to 11 p.m. daily with special events that may start as early as 7 a.m. Indoor events would be limited to the building occupancy which is approximately 49 persons. Indoor music would be limited to tasting room hours. Limited food would be served from the tasting room with light fare typically served at a winery. The tasting room may be rented for private events within the same occupancy and timelines as stated above.

Most outdoor events would be located in the tasting room vicinity in the Southwest corner near Rt. 6. Events may include the following:

- Winery related events and festivals with outdoor music. Event times would be approximately 10 a.m. – 11 p.m. Outdoor events would be limited to 250 people. Outside food vendors may be present. Additional restrooms (portable or permanent) and auxiliary parking (along the tree line outside of the entrance gates) would be made available to accommodate this amount of people.
- Weddings/Special Occasions with indoor/outdoor music. Event times would be approximately 10 a.m. – 11 p.m. Outdoor events would be limited to 250 people. Outside food vendors or

caterers may be present. Additional restrooms (portable or permanent) and auxiliary parking (along the tree line outside of the entrance gates) would be made available to accommodate this amount of people.

- 5K Runs which would be contained within the property, but utilize space beyond the tasting room vicinity. These events may begin at 7 a.m. and include outdoor music. These would be limited to 250 people. Additional restrooms (portable or permanent) and auxiliary parking (along the tree line outside of the entrance gates) would be made available to accommodate this amount of people.
- Business/Community/Non-Profit Organization/Philanthropic meeting or event space. This would be inside or outside and limited to the persons capacity listed above for indoor or outdoor space.

Protection of Adjoining Property: The closest adjacent property is 653' from the tasting room and buffered by wooded area and Rt. 6. The next closest residence is over 1300'.

Enhancement of the County: Hardware Hills is a member of the prestigious Monticello Wine Trail. The tourism traffic has doubled based on winery revenue in the past year and continues to draw outside visitors due to the marketing efforts of this business. Additionally, the need for venue space in Fluvanna County is limited to two other venues and this presents an additional opportunity for local and distant parties to utilize this space for events. Hardware Hills draws not only local consumers, but also a growing number of tourists from outside Fluvanna County. The partnership with local businesses seeks to add interest and growth for the county and surrounding communities.

Plan: please see attached proposed plan.

We appreciate your time and consideration.

Sincerely,



Andrea Nickels



Robert Nickels

RECEIVED

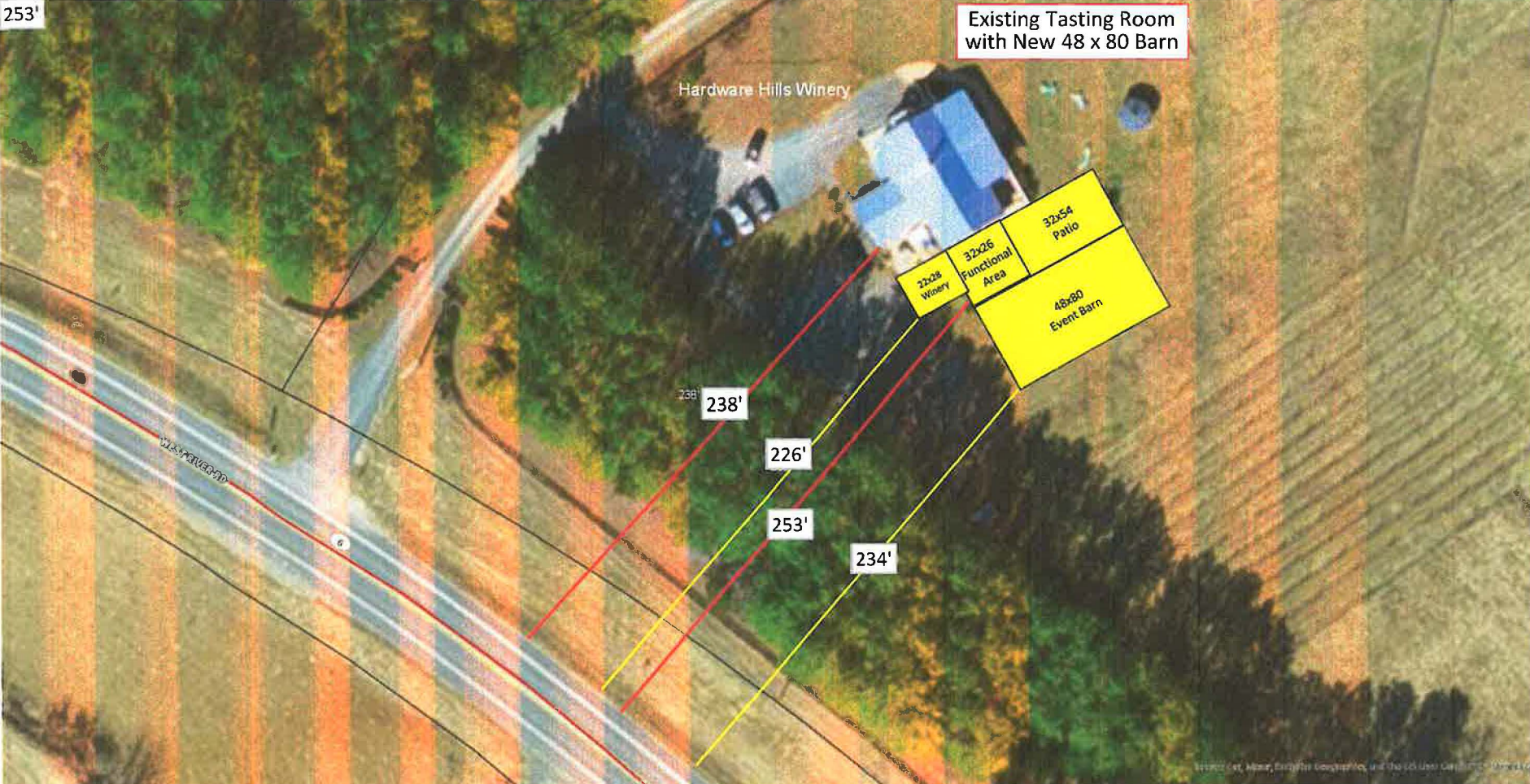
FEB 24 2023

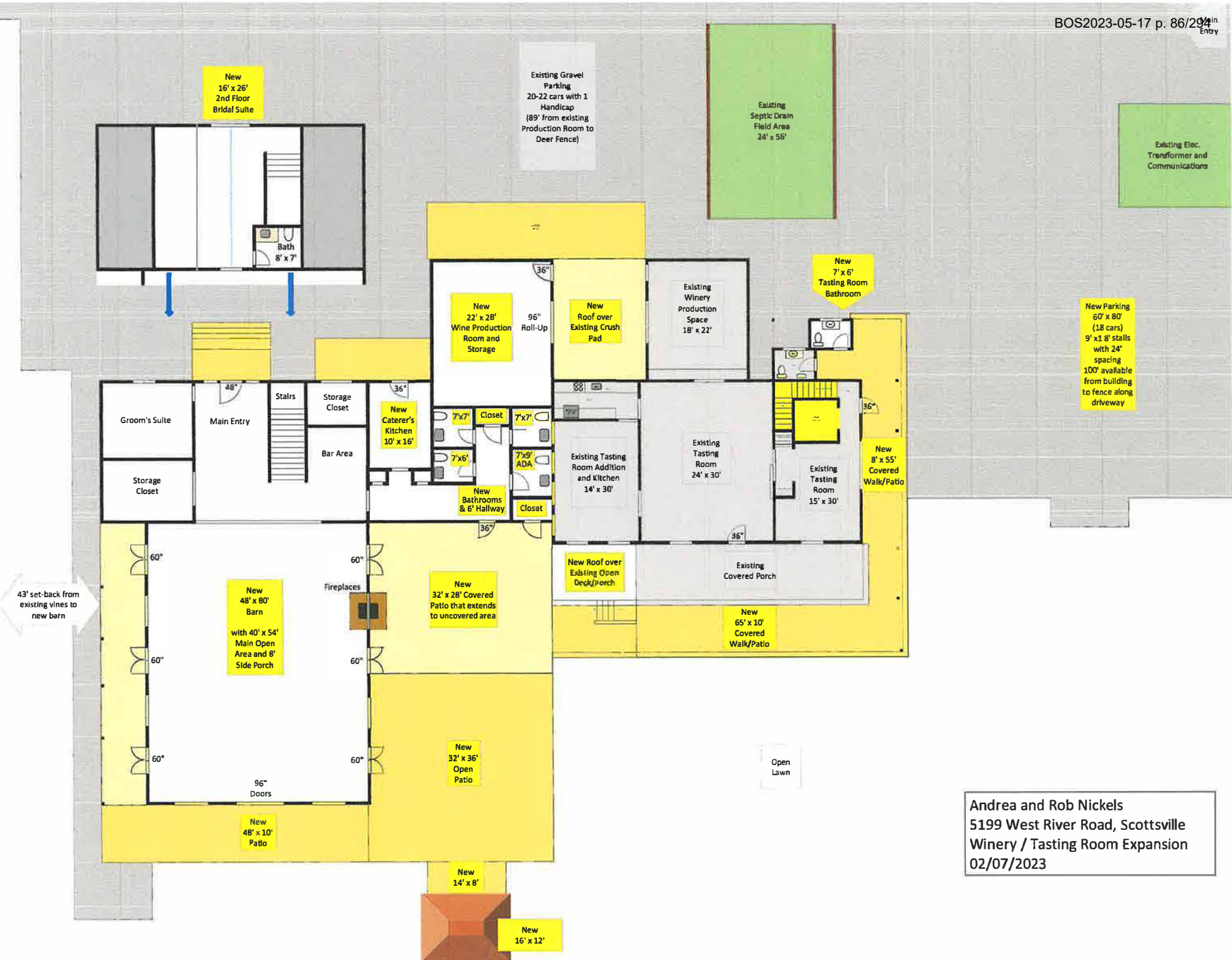
Fluvanna County
Planning Dept

Hardware Hills Vineyard Property Setbacks

Andrea and Rob Nickels
5199 West River Road, Scottsville

02/07/2023



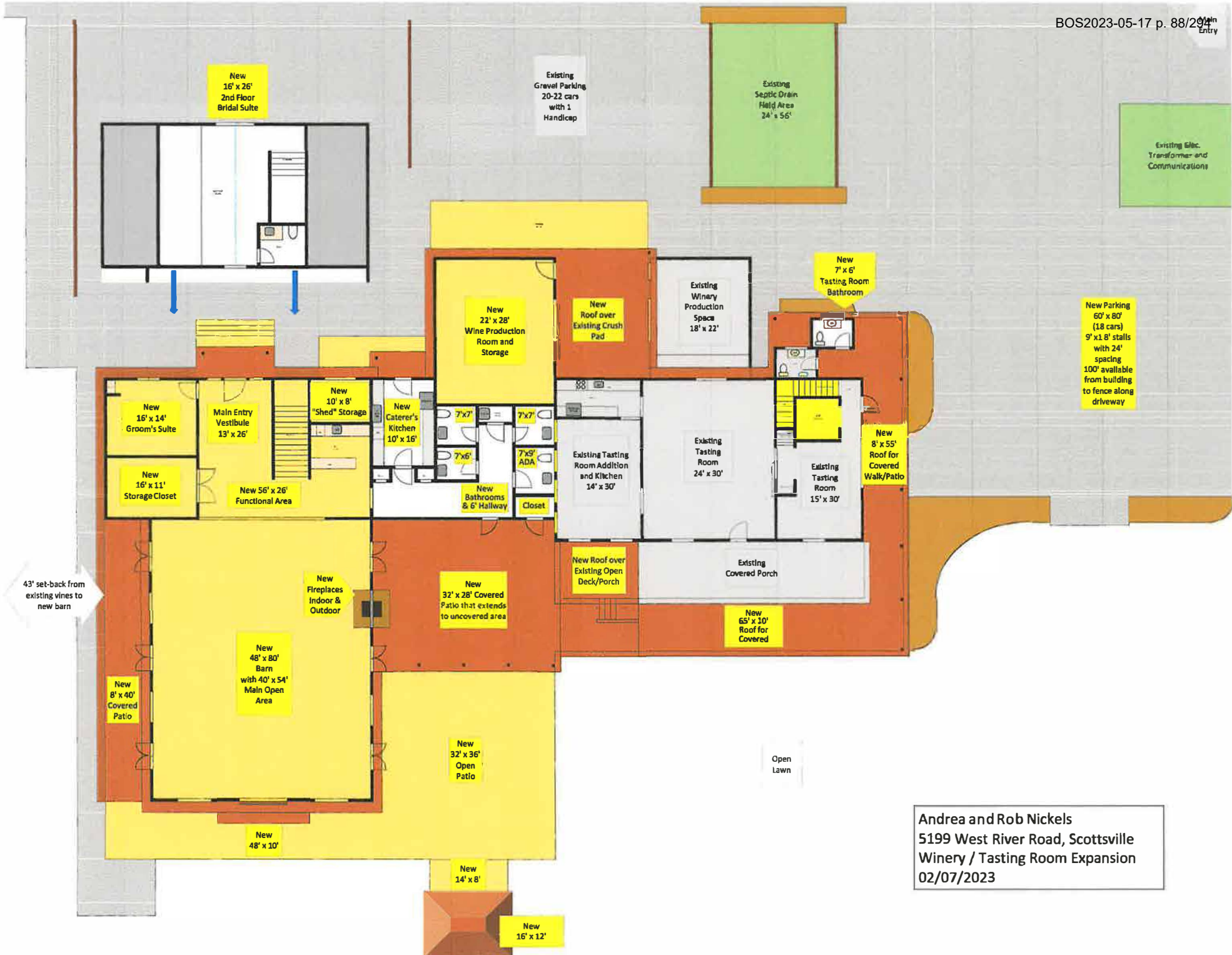


43' set-back from existing vines to new barn

Andrea and Rob Nickels
5199 West River Road, Scottsville
Winery / Tasting Room Expansion
02/07/2023

Andrea and Rob Nickels
5199 West River Road, Scottsville
Winery/Tasting Room Expansion
02/07/2023





Andrea and Rob Nickels
 5199 West River Road, Scottsville
 Winery / Tasting Room Expansion
 02/07/2023

Andrea and Rob Nickels
5199 West River Road, Scottsville
Winery/Tasting Room Expansion
02/07/2023

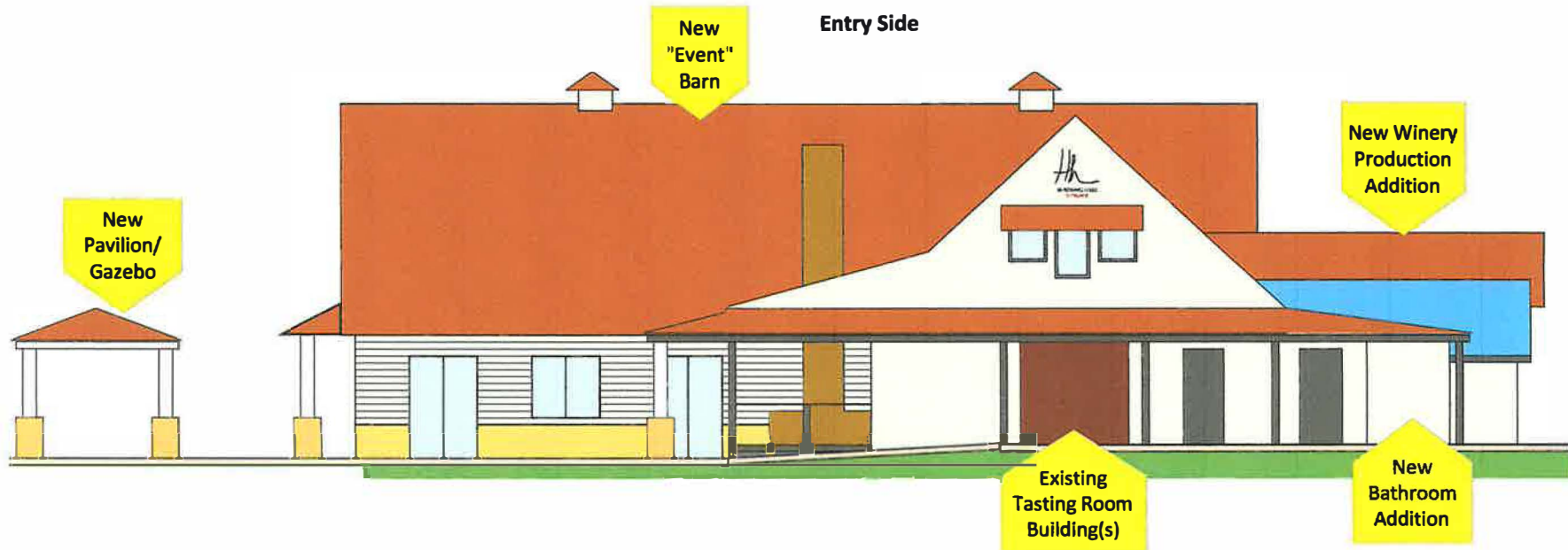


Andrea and Rob Nickels
5199 West River Road, Scottsville
Winery/Tasting Room Expansion
02/07/2023

Vineyard Side



Entry Side

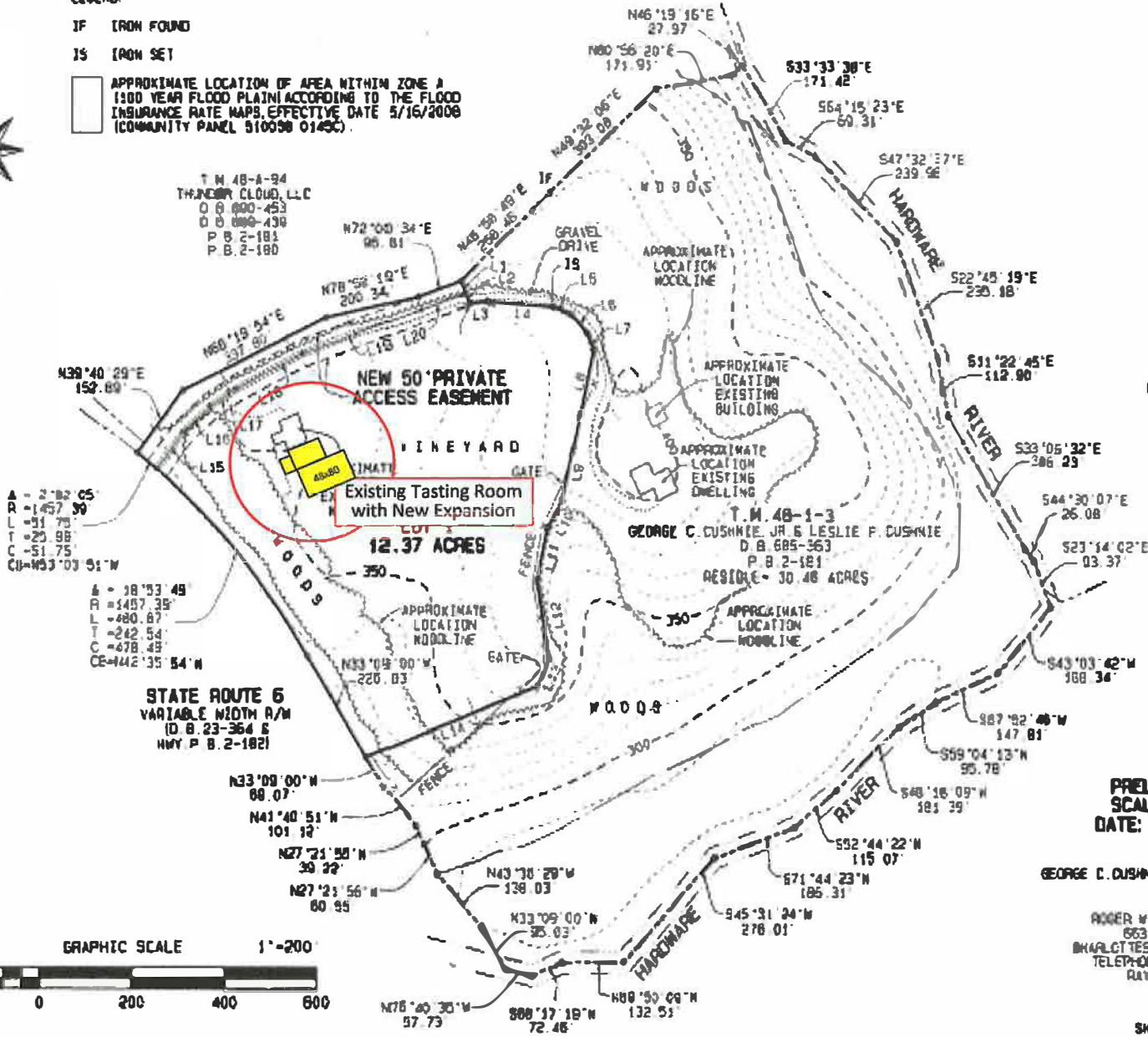


Hardware Hills Vineyard Tasting Room Expansion
 Andrea and Rob Nickels
 5199 West River Road, Scottsville

02/07/2023



LEGEND:
 IF IRON FOUND
 IS IRON SET
 [] APPROXIMATE LOCATION OF AREA WITHIN ZONE A 100 YEAR FLOOD PLAIN ACCORDING TO THE FLOOD INSURANCE RATE MAPS, EFFECTIVE DATE 5/16/2008 (COMMUNITY PANEL 510098 0145C)



COURSES ALONG NEW INTERNAL DIVISION LINES

LINE	BEARING	DISTANCE
L1	S23°44'20"E	25.13
L2	S23°44'20"E	21.19
L3	N23°44'02"E	40.11
L4	S25°53'39"E	143.50
L5	S22°04'49"E	40.96
L6	S43°47'43"E	49.01
L7	S25°57'29"E	32.44
L8	S13°27'32"W	125.23
L9	S13°15'02"W	189.95
L10	S30°18'44"W	61.99
L11	S13°32'50"W	99.11
L12	S09°52'11"E	148.17
L13	S27°26'26"W	58.02
L14	S70°11'27"W	393.26

COURSES ALONG CENTERLINE OF NEW 50' PRIVATE ACCESS EASEMENT

LINE	BEARING	DISTANCE
L15	N38°54'44"E	91.09
L16	N50°46'17"E	75.96
L17	N09°12'06"E	63.02
L18	N65°22'18"E	159.37
L19	N72°19'38"E	265.47
L20	N72°00'34"E	100.82

A = 2°02'05"
 R = 1457.39'
 L = 91.75'
 T = 29.88'
 C = 51.75'
 CH = 453°03'51"W

Δ = 18°53'49"
 R = 1457.35'
 L = 480.87'
 T = 242.54'
 C = 478.43'
 CE = 442°35'54"W

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



FOR REVIEW

**PRELIMINARY PLAT
 SCALE: 1" = 200'
 DATE: MARCH 23, 2020**

FOR
 GEORGE C. CUSHNIE, JR. & LESLIE P. CUSHNIE

ROGER W. RAY & ASSOC., INC.
 663 BERGMAR COURT
 CHARLOTTEVILLE, VIRGINIA 22001
 TELEPHONE: (434) 293-3185
 RAYSURVEYING.COM

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

TAB D

MEETING DATE:	May 17, 2023																
AGENDA TITLE:	Proposed BOS Member Salary Increase																
MOTION(s):	<p>I move to approve the pay increase for each Fluvanna County Board of Supervisors' member to the new pay rates of:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th><u>Position</u></th> <th><u>New Monthly</u></th> <th><u>New Annual</u></th> </tr> </thead> <tbody> <tr> <td>Chair</td> <td align="right">\$982</td> <td align="right">\$11,785</td> </tr> <tr> <td>Vice-Chair</td> <td align="right">\$907</td> <td align="right">\$10,888</td> </tr> <tr> <td>Members</td> <td align="right">\$851</td> <td align="right">\$10,208</td> </tr> </tbody> </table> <p>with such increase to be effective January 1, 2024 and the FY24 amount of \$1,845 to come from the BOS Contingency .</p>					<u>Position</u>	<u>New Monthly</u>	<u>New Annual</u>	Chair	\$982	\$11,785	Vice-Chair	\$907	\$10,888	Members	\$851	\$10,208
<u>Position</u>	<u>New Monthly</u>	<u>New Annual</u>															
Chair	\$982	\$11,785															
Vice-Chair	\$907	\$10,888															
Members	\$851	\$10,208															
BOS 2 YEAR GOALS?	Yes	No	If yes, which goal(s):														
		X															
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other												
		X															
STAFF CONTACT(S):	Eric Dahl, County Administrator																
PRESENTER(S):	Eric Dahl, County Administrator																
RECOMMENDATION:	Approve																
TIMING:	Per State Code, must be approved prior to July 1, 2023.																
DISCUSSION:	<p>BOS member salaries were last increased in 2021. On June 16, 2021, the Board voted 3-2 (Eager, Weaver) to increase the pay of Supervisors, effective January 1, 2022, to:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th><u>Position</u></th> <th><u>New Monthly</u></th> <th><u>New Annual</u></th> </tr> </thead> <tbody> <tr> <td>Chair</td> <td align="right">\$901</td> <td align="right">\$10,812</td> </tr> <tr> <td>Vice-Chair</td> <td align="right">\$848</td> <td align="right">\$10,176</td> </tr> <tr> <td>Members</td> <td align="right">\$795</td> <td align="right">\$ 9,540</td> </tr> </tbody> </table> <p>A review of FY23 salaries for Board of Supervisors of surrounding and similar sized counties in the Commonwealth shows the following:</p>					<u>Position</u>	<u>New Monthly</u>	<u>New Annual</u>	Chair	\$901	\$10,812	Vice-Chair	\$848	\$10,176	Members	\$795	\$ 9,540
<u>Position</u>	<u>New Monthly</u>	<u>New Annual</u>															
Chair	\$901	\$10,812															
Vice-Chair	\$848	\$10,176															
Members	\$795	\$ 9,540															

	Group	July 1, 2022 Est. Pop.*	Chair	BoS	Chair Per Capita	BoS Per Capita												
	7 Local Counties Avg. (less Albemarle)	21,931	\$11,229	\$9,711	\$0.583	\$0.506												
	22 Counties 20K-35K Pop. Avg.	28,062	\$10,147	\$8,824	\$0.367	\$0.319												
	All 29 Counties Average	26,472	\$10,427	\$9,057	\$0.423	\$0.367												
	Fluvanna	27,843	\$10,812	\$9,540	\$0.388	\$0.343												
	<p>Consistent with previous BOS Member salary increase methodology, it is recommended to increase the pay by 9% for the BOS Chair and 7% for the BOS Vice-Chair and BOS to align per capita amounts with the “All 29 Counties Average” above.</p> <ul style="list-style-type: none"> • The difference between “Fluvanna” current per capita amount above for Chair \$0.388 and the “All 29 Counties Average” per capita amount for Chair \$0.423 is 9.02%. • The difference between “Fluvanna” current per capita amount above for BOS \$0.343 and the “All 29 Counties Average” per capita amount for BOS \$0.367 is 7.00%. • <table border="1"> <thead> <tr> <th>Position</th> <th>Current Annual</th> <th>New Annual</th> </tr> </thead> <tbody> <tr> <td>Chair</td> <td>\$10,812</td> <td>\$11,785</td> </tr> <tr> <td>Vice-Chair</td> <td>\$10,176</td> <td>\$10,888</td> </tr> <tr> <td>Members</td> <td>\$ 9,540</td> <td>\$10,208</td> </tr> </tbody> </table> <p>The proposed pay increases and timing thereof complies with Virginia Code § 15.2-1414.2 - Salaries to be fixed by board; limits; reimbursement in addition to salary.</p>						Position	Current Annual	New Annual	Chair	\$10,812	\$11,785	Vice-Chair	\$10,176	\$10,888	Members	\$ 9,540	\$10,208
Position	Current Annual	New Annual																
Chair	\$10,812	\$11,785																
Vice-Chair	\$10,176	\$10,888																
Members	\$ 9,540	\$10,208																
FISCAL IMPACT:	Increase in costs of \$1,845 for the last six months of FY24; funds needed in FY24 will be covered with BOS Contingency. Total annual cost increase beginning in FY25 will be \$3,689.																	
POLICY IMPACT:	N/A																	
LEGISLATIVE HISTORY:	BOS member increases occurred January 1, 2008, January 1, 2020 and January 1, 2022. Raise proposal is in compliance with Virginia Code § 15.2-1414.2 - Salaries to be fixed by board; limits; reimbursement in addition to salary.																	
ENCLOSURES:	Virginia Code § 15.2-1414.2																	
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other													
	X	X																

State Code for BOS Compensation

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

The annual compensation to be allowed each member of the board of supervisors of a county shall be determined by the board of supervisors of such county but such compensation shall not be more than a maximum determined in the following manner. Prior to July 1 of each year, the current board, by a recorded vote of a majority present, shall set a maximum annual compensation, which will become effective as of January 1 of the year following the next regularly scheduled elections.

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

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

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

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

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

BOS Salary Comparisons for FY2023

County	July 1, 2022 Est. Pop.*	Chair	BoS	# of Supervisors	Chair Per Capita	BoS Per Capita
7 Local Comp. Counties Avg.	21,931	\$ 11,229	\$ 9,711	5	\$0.583	\$0.506
21 Counties 20K-35K Pop. Avg.	28,062	\$ 10,147	\$ 8,827	5	\$0.367	\$0.319
All 28 Counties Average	26,472	\$ 10,427	\$ 9,057	5	\$0.423	\$0.367
Fluvanna - Current	27,843	\$ 10,812	\$ 9,540	5	\$0.388	\$0.343
Buckingham	16,810	\$ 15,000	\$ 12,000	7	\$0.892	\$0.714
Cumberland ****	9,877	\$ 7,200	\$ 6,000	5	\$0.729	\$0.607
Greene	21,165	\$ 11,001	\$ 9,779	5	\$0.520	\$0.462
Madison	14,017	\$ 10,000	\$ 9,000	5	\$0.713	\$0.642
Louisa	39,725	\$ 10,200	\$ 9,000	7	\$0.257	\$0.227
Nelson	14,813	\$ 7,200	\$ 7,200	5	\$0.486	\$0.486
Orange	37,109	\$ 18,000	\$ 15,000	5	\$0.485	\$0.404
Accomack	32,926	\$ 9,072	\$ 7,210	9	\$0.276	\$0.219
Amherst	31,139	\$ 5,000	\$ 5,000	5	\$0.161	\$0.161
Botetourt ****	33,510	\$ 10,000	\$ 8,200	5	\$0.298	\$0.245
Caroline	32,334	\$ 19,500	\$ 19,500	6	\$0.603	\$0.603
Carroll	28,809	\$ 7,300	\$ 5,500	6	\$0.253	\$0.191
Dinwiddie	28,552	\$ 11,227	\$ 10,506	5	\$0.393	\$0.368
Halifax	33,257	\$ 7,200	\$ 6,000	8	\$0.216	\$0.180
King George ****	27,645	\$ 15,000	\$ 15,000	5	\$0.543	\$0.543
Lee	21,699	\$ 7,200	\$ 5,400	5	\$0.332	\$0.249
Mecklenburg	30,179	\$ 8,434	\$ 7,543	9	\$0.279	\$0.250
New Kent ****	24,808	\$ 11,500	\$ 11,000	5	\$0.464	\$0.443
Page	23,374	\$ 7,200	\$ 5,500	6	\$0.308	\$0.235
Powhatan	31,365	\$ 15,000	\$ 12,000	5	\$0.478	\$0.383
Prince Edward	21,956	\$ 12,411	\$ 10,958	8	\$0.565	\$0.499
Pulaski	33,571	\$ 11,550	\$ 9,240	5	\$0.344	\$0.275
Rockbridge	22,498	\$ 14,080	\$ 12,280	5	\$0.626	\$0.546
Russell ****	25,338	\$ 8,200	\$ 7,000	7	\$0.324	\$0.276
Scott	21,309	\$ 5,000	\$ 4,500	7	\$0.235	\$0.211
Smyth	29,025	\$ 9,000	\$ 7,000	7	\$0.310	\$0.241
Wythe	27,941	\$ 9,064	\$ 7,210	7	\$0.324	\$0.258
Goochland	26,183	N/A	N/A	N/A	N/A	N/A
Albemarle	115,495	\$ 20,842	\$ 19,041	6	\$0.180	\$0.165
Alleghany ****	14,898	\$ 7,000	\$ 7,000	7	\$0.470	\$0.470
Amelia	13,263	\$ 12,600	\$ 12,000	5	\$0.950	\$0.905
Appomattox	16,534	\$ 8,500	\$ 7,300	5	\$0.514	\$0.442
Arlington ****	241,283	\$ 63,413	\$ 57,648	5	\$0.263	\$0.239
Augusta	77,758	\$ 12,192	\$ 10,392	7	\$0.157	\$0.134
Bath	4,228	\$ 7,440	\$ 7,440	5	\$1.760	\$1.760
Bedford	79,943	\$ 10,800	\$ 9,000	7	\$0.135	\$0.113

Bland ****	6,295	\$ 5,500	\$ 5,000	4	\$0.874	\$0.794
Brunswick	15,465	\$ 8,500	\$ 7,300	5	\$0.550	\$0.472
Buchanan	19,434	\$ 8,800	\$ 7,000	7	\$0.453	\$0.360
Campbell	55,955	\$ 8,556	\$ 7,049	7	\$0.153	\$0.126
Charles City	6,587	\$ 12,100	\$ 10,890	3	\$1.837	\$1.653
Charlotte	11,433	\$ 6,500	\$ 6,000	7	\$0.569	\$0.525
Chesterfield	381,858	\$ 45,451	\$ 40,451	5	\$0.119	\$0.106
Clarke	15,341	\$ 3,000	\$ 2,700	5	\$0.196	\$0.176
Craig ****	4,906	\$ 2,900	\$ 2,400	5	\$0.591	\$0.489
Culpeper	54,089	\$ 16,246	\$ 14,716	7	\$0.300	\$0.272
Dickenson	13,711	\$ 7,300	\$ 5,500	5	\$0.532	\$0.401
Essex ****	10,578	\$ 7,200	\$ 6,000	5	\$0.681	\$0.567
Fairfax	1,139,755	\$ 100,000	\$ 95,000	10	\$0.088	\$0.083
Fauquier	73,536	\$ 21,378	\$ 18,267	5	\$0.291	\$0.248
Floyd ****	15,160	\$ 7,300	\$ 5,500	5	\$0.482	\$0.363
Franklin ****	54,155	\$ 10,705	\$ 8,756	7	\$0.198	\$0.162
Frederick	94,871	\$ 10,800	\$ 9,000	7	\$0.114	\$0.095
Giles	16,657	\$ 6,000	\$ 6,000	5	\$0.360	\$0.360
Gloucester ****	38,799	\$ 10,000	\$ 8,200	7	\$0.258	\$0.211
Grayson	15,347	\$ 3,000	\$ 2,700	5	\$0.195	\$0.176
Greensville	11,088	\$ 13,883	\$ 12,617	4	\$1.252	\$1.138
Hanover	112,409	\$ 31,715	\$ 28,715	7	\$0.282	\$0.255
Henrico	336,074	\$ 68,868	\$ 59,885	5	\$0.205	\$0.178
Henry	48,835	\$ 8,635	\$ 8,181	6	\$0.177	\$0.168
Highland	2,234	\$ 3,000	\$ 3,000	3	\$1.343	\$1.343
Isle of Wight	39,950	\$ 13,598	\$ 11,744	5	\$0.340	\$0.294
James City	79,488	\$ 12,800	\$ 11,000	5	\$0.161	\$0.138
King & Queen ****	6,663	\$ 4,000	\$ 4,000	5	\$0.600	\$0.600
King William	18,107	\$ 11,200	\$ 10,000	5	\$0.619	\$0.552
Lancaster ****	10,757	\$ 6,600	\$ 6,000	5	\$0.614	\$0.558
Loudoun	431,006	\$ 86,063	\$ 70,916	9	\$0.200	\$0.165
Lunenburg	11,958	\$ 6,000	\$ 4,800	7	\$0.502	\$0.401
Mathews	8,446	\$ 8,200	\$ 7,700	5	\$0.971	\$0.912
Middlesex	10,779	\$ 8,500	\$ 8,000	5	\$0.789	\$0.742
Montgomery	102,061	\$ 16,000	\$ 14,000	7	\$0.157	\$0.137
Northampton	12,039	\$ 10,000	\$ 9,000	5	\$0.831	\$0.748
Northumberland	11,778	\$ 6,000	\$ 6,000	5	\$0.509	\$0.509
Nottoway	15,608	\$ 6,000	\$ 5,000	5	\$0.384	\$0.320
Patrick	17,080	\$ 7,742	\$ 6,777	5	\$0.453	\$0.397
Pittsylvania ****	59,366	\$ 10,800	\$ 9,000	7	\$0.182	\$0.152
Prince George	43,295	\$ 7,500	\$ 6,900	5	\$0.173	\$0.159
Prince William	490,325	\$ 49,452	\$ 43,422	8	\$0.101	\$0.089
Rappahannock	7,394	\$ 4,800	\$ 2,400	5	\$0.649	\$0.325
Richmond ****	9,165	\$ 7,000	\$ 6,000	5	\$0.764	\$0.655
Roanoke	96,605	\$ 21,022	\$ 19,222	5	\$0.218	\$0.199
Rockingham	84,149	\$ 18,900	\$ 14,700	5	\$0.225	\$0.175

Shenandoah	44,541	\$ 12,000	\$ 10,200	6	\$0.269	\$0.229
Southampton	17,913	\$ 65,700	\$ 4,950	7	\$3.668	\$0.276
Spotsylvania	145,013	\$ 25,775	\$ 24,000	7	\$0.178	\$0.166
Stafford	163,239	\$ 21,500	\$ 20,000	7	\$0.132	\$0.123
Surry	6,492	\$ 7,000	\$ 24	5	\$1.078	\$0.004
Sussex ****	10,388	\$ 8,568	\$ 7,344	6	\$0.825	\$0.707
Tazewell	39,470	\$ 7,200	\$ 6,000	5	\$0.182	\$0.152
Warren	41,280	\$ 12,000	\$ 10,200	5	\$0.291	\$0.247
Washington ****	53,723	\$ 10,800	\$ 9,000	7	\$0.201	\$0.168
Westmoreland	18,760	\$ 13,000	\$ 12,000	5	\$0.693	\$0.640
Wise	35,515	\$ 9,198	\$ 7,835	8	\$0.259	\$0.221
York	71,491	\$ 10,800	\$ 9,000	5	\$0.151	\$0.126

***Population, 2022 Weldon Cooper Center**

**** Information from 2022

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

TAB E

MEETING DATE:	May 17, 2023				
AGENDA TITLE:	Virginia Cooperative Extension-Fluvanna Unit Update - Spring 2023				
MOTION(s):	N/A				
BOS 2 YEAR GOALS?	Yes	No	If yes, which goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			X		
STAFF CONTACT(S):	Kim Mayo, Senior Extension Agent, 4-H Youth Development/Unit Coordinator				
PRESENTER(S):	Kim Mayo, Senior Extension Agent, 4-H Youth Development/Unit Coordinator				
RECOMMENDATION:	N/A				
TIMING:	Routine				
DISCUSSION:	Spring 2023 update of the Virginia Cooperative Extension Office, Fluvanna Unit.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X

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

TAB F

MEETING DATE:	May 17, 2023				
AGENDA TITLE:	Jaunt FY24 Funding				
MOTION(s):	N/A				
BOS 2 YEAR GOALS?	Yes	No	If yes, which goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			X		
STAFF CONTACT(S):	Eric Dahl, County Administrator				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Immediate				
DISCUSSION:	<p>Jaunt notified the County that since their minimum funding request of \$87,070 was not approved (\$76,120 was approved), there would need to be a 10% service reduction. They would propose eliminating the “Midday Link”, which is a 2 day a week (Tuesdays and Thursdays) service connecting county residents to Charlottesville/Albemarle County. If they do so, they would need to inform the community in the upcoming weeks of the change.</p> <p>Jaunt has also notified the County we will be receiving an FY22 rebate around June or July of this year of \$22,760. They are requesting to utilize part of the rebate to make up the \$10,950 difference to not eliminate service for FY24.</p> <p>In addition, if the County decided to utilize the full \$22,760 rebate for the FY24 budget, they would not need to cut service and they could make the intra-county circulator a five-day week service; it is currently a three-day a week service.</p>				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	<ul style="list-style-type: none"> FY24 Jaunt Funding Request Letter 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			



May 12, 2023

Mr. Eric Dahl
County Administrator
County of Fluvanna
132 Main Street
P.O. Box 540
Palmyra, VA 22963

Re: **FY2024 Jaunt Funding Request**

Dear Mr. Dahl:

The Fluvanna Board of Supervisors has denied our funding request for FY2024 of \$87,070. Instead, they have approved \$76,120 which is about \$11,000 below our need. Please note that Jaunt is providing the County with a rebate of \$22,760 which will more than bridge this gap between the recommended and desired budget allocations.

The consequences of not fully funding Jaunt's request will be a **10% service reduction**, causing harm to county residents who use Jaunt for work, medical, shopping, and other purposes. We would propose eliminating the midday link which is a two-day a week (Tuesdays and Thursdays) service connecting county residents to Charlottesville/Albemarle County. See attachment.

We respectfully ask that the Board use the rebate to bridge the above \$11,000 gap between the recommended and requested funding levels.

Further, if desired, the remaining rebate funds (about \$11,000 after bridging the gap) could be used to make the intra-county circulator a five-day week service; it is currently a three-day a week service. See, again, attachment.

We would be happy to discuss our request in detail at your convenience.

Sincerely,



Ted Rieck, AICP
Chief Executive Officer

Attachment

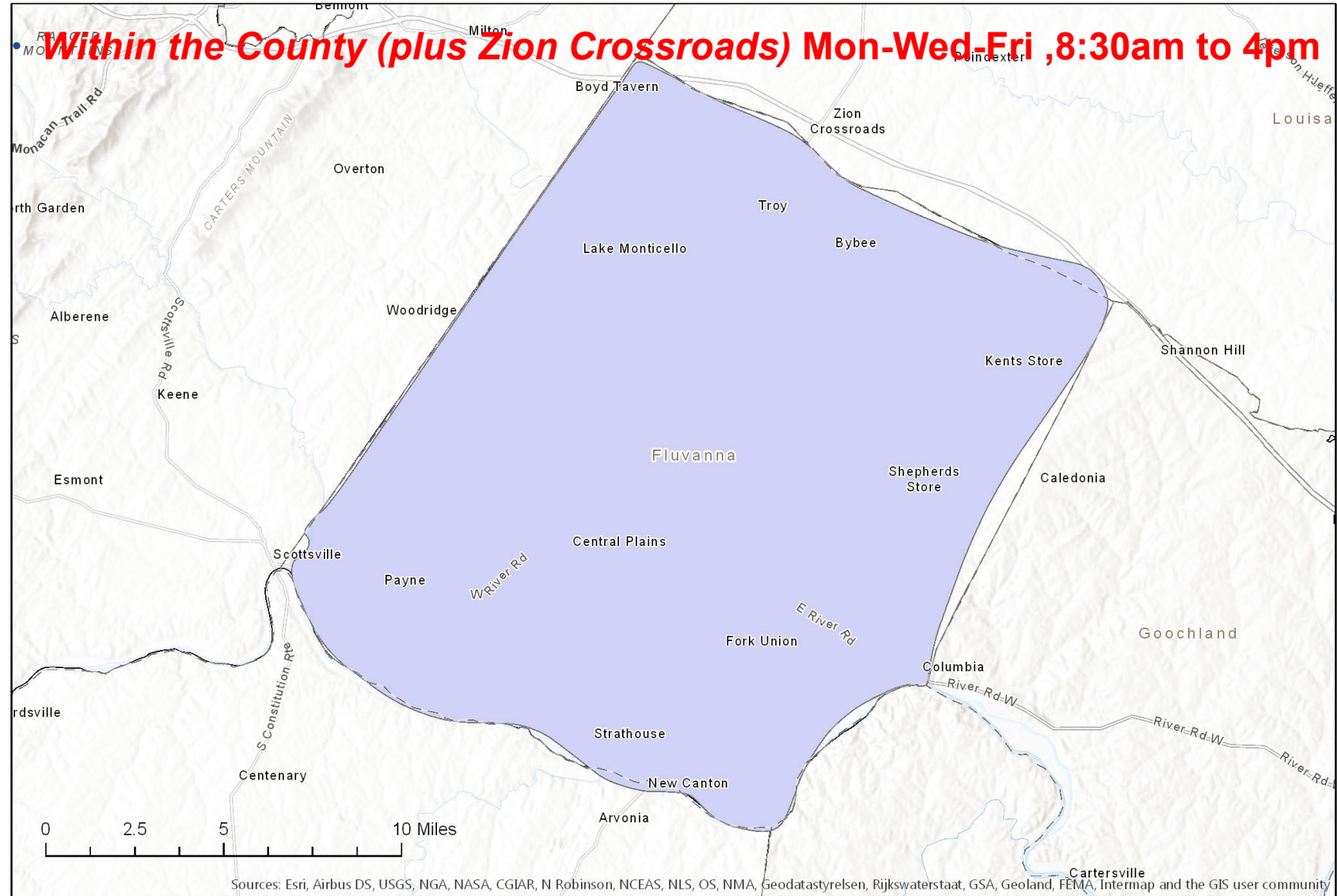
cc: Hal Morgan, Fluvanna Jaunt Board Director



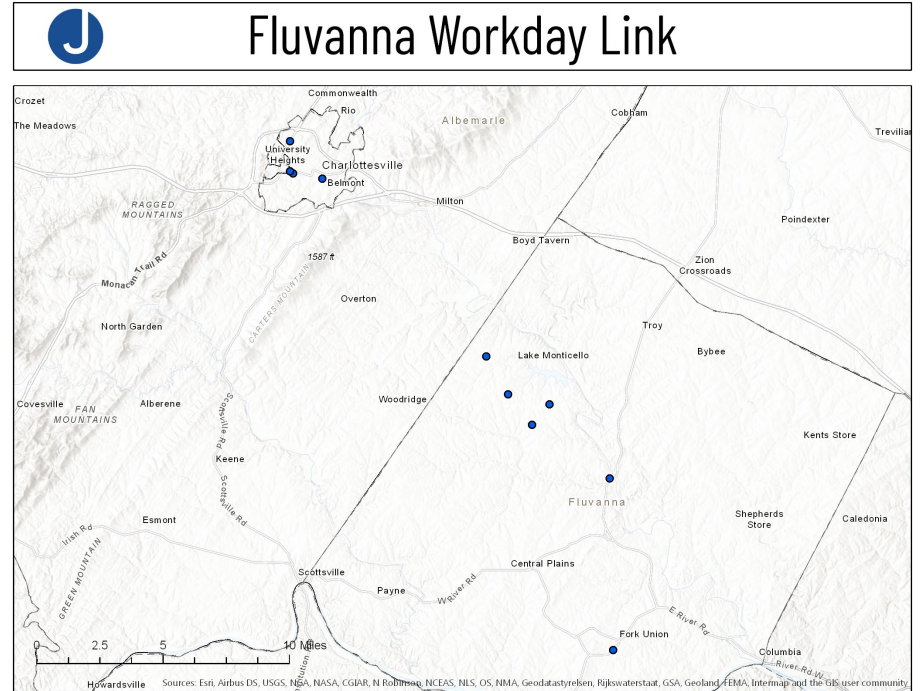
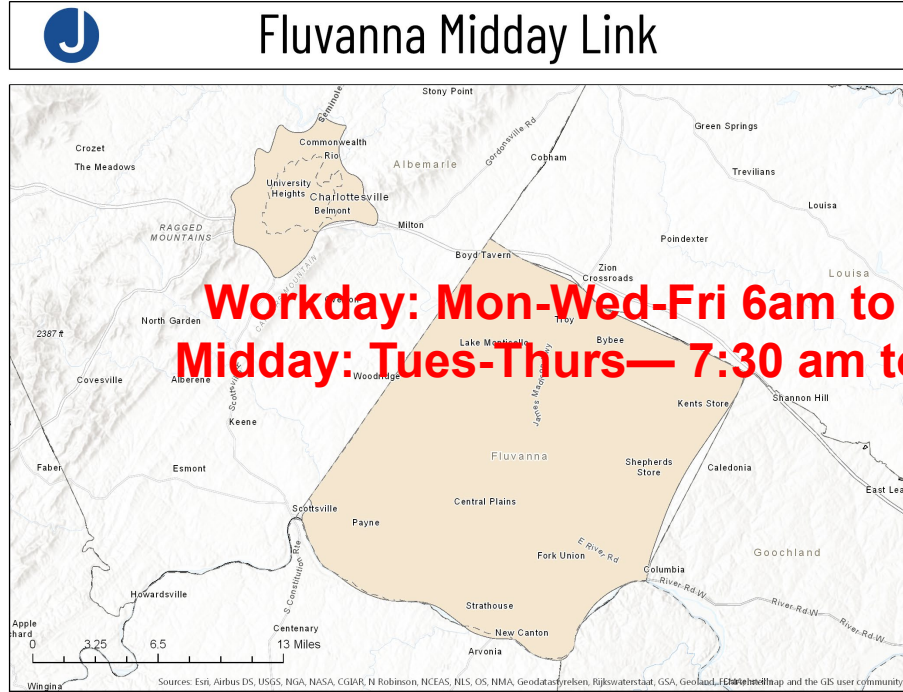
Fluvanna Circulator

**Jaunt
Services:
Current
(Base)
Operation**

Within the County (plus Zion Crossroads) Mon-Wed-Fri ,8:30am to 4pm



Jaunt Services: Current (Base) Operation



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

TAB G

MEETING DATE:	May 17, 2023				
AGENDA TITLE:	Adoption of the Fluvanna County Board of Supervisors May 3, 2023 Meeting Minutes.				
MOTION(s):	I move the meeting minutes of the Fluvanna County Board of Supervisors Regular Meeting on Wednesday May 3, 2023, be adopted.				
BOS 2 YEAR GOALS?	Yes	No	If yes, list goals(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				XX	
STAFF CONTACT(S):	Caitlin Solis, Clerk to the Board				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	None.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Draft Minutes for May 3, 2023.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X

**FLUVANNA COUNTY BOARD OF SUPERVISORS
REGULAR MEETING MINUTES
Carysbrook Performing Arts Center
8880 James Madison Hwy, Fork Union, VA 23055
May 3, 2023
Regular Meeting 5:00pm**

MEMBERS PRESENT:

Mozell Booker, Fork Union District, Chair
Patricia Eager, Palmyra District, Vice Chair
John M. (Mike) Sheridan, Columbia District (*entered meeting at 5:10pm*)
Tony O’Brien, Rivanna District (*entered meeting at 5:04pm*)
Chris Fairchild, Cunningham District

ABSENT:

None.

ALSO PRESENT:

Eric M. Dahl, County Administrator
Kelly 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 5:02pm, Chair Booker called to order the Regular Meeting of May 3, 2023. After the recitation of the Pledge of Allegiance, a moment of silence was observed.

3 - ADOPTION OF AGENDA

- *Mr. Dahl asked to add Board of Supervisors Salary Increase to New Business.*

MOTION:	Accept the Agenda, for the May 3, 2023 Regular Meeting of the Board of Supervisors, as amended.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O’Brien	Mr. Sheridan
ACTION:		Motion	Second		
VOTE:	Yes	Yes	Yes	Absent	Absent
RESULT:	3-0				

4 - COUNTY ADMINISTRATOR’S REPORT

Mr. Dahl reported on the following topics:

Announcements and Updates:

- Happiest of belated birthdays to Mr. O’Brien

New Employees

- Robert “RJ” Shifflett Jr., Public Works, Grounds Maintenance Worker I, Started May 1st
- Jim True, Emergency Services, EMS Supervisor, Started April 24th

Palmyra’s DWR Boat Landing

- The Virginia Department of Wildlife has finished renovations on the Palmyra boat landing.

Carnival at Pleasant Grove Park

- May 10, May 11, May 12 & May 13
- FREE ENTRY - FREE PARKING
- RIDES: \$20 Armbands or \$1 per Ticket
 - Wednesday, May 10 6pm to 10pm
 - Thursday, May 11 6pm to 10pm
 - Friday, May 12 5pm to 10pm
 - Saturday, May 13 10 am to 3pm & 5pm to 10pm
- Contact Fluvanna County Parks & Recreation for more information at (434) 589 - 2016

The Childrens’ Fair was Saturday April 29th.

- There were over 201 people in attendance and 24 vendor tables.
- Lots of great information and resources were available for attendees
 - The Sheriff's Office did fingerprinting for children
 - Fire truck from Fork Union Fire Dept. was there
 - As well as balloon art, magician, bounce house, face painting, freebies, popcorn, cotton candy, sno cones, snacks, t-shirts and door prizes, all free to the public.
- Thank you Rocky Reed, Family Services Supervisor, for all your hard work in coordinating the fair this year.

Employee Recognition

- Congratulations to Sheriff Eric B. Hess and Captain Sean L. Peterson who’ve earned Virginia Sheriffs Institute Certification.
- Sheriff Hess was also recognized for being selected among his peers to serve on the board of directors for VSI.
 - The Virginia Sheriffs' Institute program promotes, recognizes and elevates the continued individual professional development of Virginia's sheriffs and deputies.

Board of Supervisors Minutes

- Sheriffs and deputies serving in the Commonwealth of Virginia carry immense responsibilities as the guardians of their communities, providing effective public safety services balanced with the fair and equitable treatment of every individual they encounter.

Next BOS Meetings

Day	Date	Time	Purpose	Location
Wed	May 17	7:00 PM	Regular Meeting	Performing Arts Center
Wed	Jun 7	5:00 PM	Regular Meeting	Performing Arts Center
Wed	Jun 21	7:00 PM	Regular Meeting	Performing Arts Center

5 - PUBLIC COMMENTS #1

At 5:11pm, Chair Booker opened the first round of Public Comments. With no one wishing to speak, Chair Booker closed the first round of Public Comments at 5:11pm.

6 - PUBLIC HEARING

None.

7 - ACTION MATTERS

Proclaiming May 2023 Older Americans Month – Marta M. Keane, Chief Executive Officer JABA

- Historically, Older Americans Month has been a time to acknowledge the contributions of past and current older persons to our country, in particular those who defended our country. Every President since Kennedy has issued a formal proclamation during or before the month of May asking that the entire nation pay tribute in some way to older persons in their communities. Older Americans Month is celebrated across the country through ceremonies, events, fairs, and other such activities.

MOTION:	Proclaim May 2023 Older Americans Month.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O'Brien	Mr. Sheridan
ACTION:		Motion	Second		
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

Public Service Recognition Week – Kelly Harris, Assistant County Administrator

- Celebrated the first full week in May since 1985, Public Service Recognition Week (PSRW) is a time set aside to honor those who serve our nation as federal, state, county and local government employees. Throughout the nation and the world, public servants use this occasion to educate others about the work they do and why they have chosen public service careers, as well as the many ways government services make life better for all of us.
- At the heart of Public Service Recognition Week is the opportunity to invigorate government workers by offering them the thanks they richly deserve but seldom receive. During this week-long celebration, it's important to honor public employees and tell them their dedication and service are noticed and appreciated.

MOTION:	Proclaim May 7 – 13, 2023 as Public Service Recognition Week.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O'Brien	Mr. Sheridan
ACTION:		Motion		Second	
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

Resolution of Support for Opioid Abatement Authority Grant Application – Kelly Harris, Assistant County Administrator

- Region Ten is seeking grant funding through the Virginia Opioid Abatement Authority in order to expand opioid abatement programming in its service area. They seek a letter of support from each of its member jurisdictions in the hopes of increasing the chances of winning an award in the amount of \$1,711,325. No local funds are requested in this proposal.

MOTION:	Adopt "A Resolution In Support Of A Grant Application To The Opioid Abatement Authority To Fund Opioid Abatement Programming" on behalf of the Region Ten Community Services Board.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O'Brien	Mr. Sheridan
ACTION:		Second	Motion		
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

Board of Supervisors Minutes
7A – BOARDS AND COMMISSIONS

None.

8 – PRESENTATIONS

Removal of Illegal Signs from the VDOT Right of Way – Eric Dahl, County Administrator

- The Board asked to see what options were available to eliminate and/or impose penalties for temporary signs in the VDOT Right of Way or along Fluvanna roadways.
- VDOT will allow levying a \$100 Civil Penalty for signs on the right of way, if an agreement “For Enforcement of Laws Regarding Illegal Signs and Advertising within the Limits of the Highway” is entered between VDOT and the local government.

After a lengthy discussion the Board agreed to send any questions they have for Scott Thornton, VDOT Louisa Residency to Mr. Dahl in advance, then passed along to Mr. Thornton before he attends the May 17, 2023 meeting.

9 - CONSENT AGENDA

The following items were discussed before approval:

The following items were approved under the Consent Agenda for May 3, 2023:

- *Minutes of April 19, 2023* – Caitlin Solis, Clerk to the Board
- *Fluvanna-Greene Inter-Governmental Cost Sharing Agreement* – Eric Dahl, County Administrator
- *Resolution Authorizing Execution of the Virginia Water and Wastewater Agency Response Network Mutual Aid Agreement by Fluvanna County* – Eric Dahl, County Administrator
- *Resolution Authorizing Execution of the Virginia Water and Wastewater Agency Response Network Mutual Aid Agreement by the Fork Union Sanitary District* – Eric Dahl, County Administrator
- *Dewberry Engineers Inc. – Project Agreement 19* – Tori Melton, Director of Finance
- *R. K. Chevrolet Vehicle Purchase Agreement* – Tori Melton, Director of Finance
- *Job Description Updates for the EMT Basic Life Support (BLS) and EMT Advanced Life Support (ALS)* – Donna Snow, Director of Human Resources
- *New Job Description - Information Technology Systems Engineer* – Director of Human Resources, Donna Snow
- *CRMF - FCHS Water Plant Pump* – Don Stribling, FCPS Executive Director

MOTION:	Approve the consent agenda, for the May 3, 2023 Board of Supervisors meeting.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O’Brien	Mr. Sheridan
ACTION:		Second		Motion	
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

10 - UNFINISHED BUSINESS

TBD

11 - NEW BUSINESS

Board of Supervisors Salary Increase – Eric Dahl, County Administrator

- Mr. Dahl asked the Board of Supervisors if they were interested in a salary increase being brought back at a later meeting.

12 - PUBLIC COMMENTS #2

At 6:19pm, Chair Booker opened the first round of Public Comments. With no one wishing to speak, Chair Booker closed the first round of Public Comments at 6:20pm.

13 - CLOSED MEETING

MOTION:	At 6:20pm, move the Fluvanna County Board of Supervisors enter into a closed meeting, pursuant to the provisions of Section 2.2-3711 A.1 & A.5 of the Code of Virginia, 1950, as amended, for the purpose of discussing Personnel – County Attorney position, and Prospective Industry – Prospective business update.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O’Brien	Mr. Sheridan
ACTION:				Motion	Second
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

MOTION:	At 7:29pm, move the Fluvanna County Board of Supervisors recess the closed meeting.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O'Brien	Mr. Sheridan
ACTION:				Motion	Second
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

14 - ADJOURN

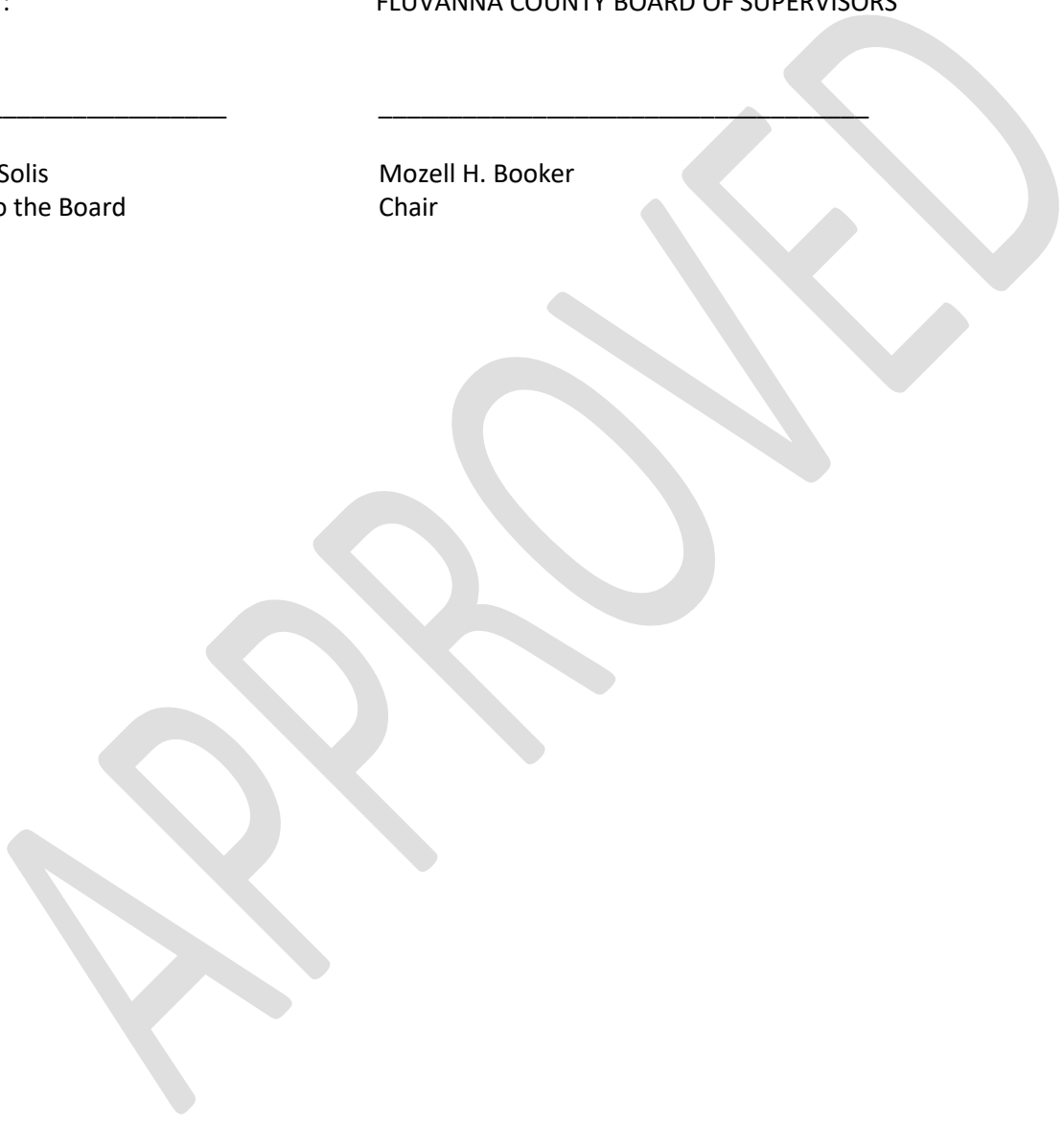
MOTION:	Adjourn the regular meeting of Wednesday, May 3, 2023 at 7:30pm.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O'Brien	Mr. Sheridan
ACTION:				Motion	Second
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

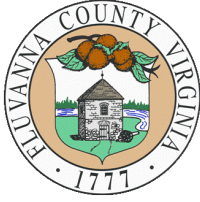
ATTEST:

FLUVANNA COUNTY BOARD OF SUPERVISORS

Caitlin Solis
 Clerk to the Board

Mozell H. Booker
 Chair





BOARD OF SUPERVISORS

County of Fluvanna
Palmyra, Virginia

PROCLAMATION 03 - 2023

PROCLAIMING MAY 2023 OLDER AMERICANS MONTH

WHEREAS, Fluvanna County includes a growing number of older Americans, currently 20.7 percent of the population, who contribute their time, wisdom, and experience to our community; and

WHEREAS, communities benefit when people of all ages, abilities, and backgrounds have the opportunity to participate and live independently; and

WHEREAS, the theme of Older Americans' Month is "Aging Unbound", recognizing the importance of:

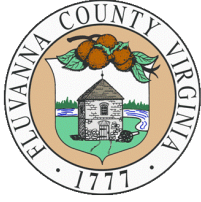
- Not limiting our thinking about aging,
- Exploring and combating stereotypes,
- Emphasizing the many positive aspects of aging,
- Inspiring older adults to push past traditional boundaries, and
- Embracing our community's diversity; and

WHEREAS, Fluvanna County recognizes the need to create a community that offers the services and supports older adults may need to make choices about how they age; and

NOW, THEREFORE, the Fluvanna County Board of Supervisors, does hereby proclaim May 2023 to be Older Americans Month. We urge every resident to celebrate our older citizens, help to create an inclusive society, and accept the challenge of flexible thinking around aging.

Passed and adopted this 3rd day of May, 2023.

Mozell H. Booker
Chair, Board of Supervisors



BOARD OF SUPERVISORS

County of Fluvanna
Palmyra, Virginia

PROCLAMATION 04 - 2023

PUBLIC SERVICE RECOGNITION WEEK

Whereas, Americans are served every day at the federal, state, county, and city levels by public servants who do the work that keeps our nation working; and

Whereas, public employees serve in areas such as constitutional offices, administration, education, public safety, finance, public infrastructure, community planning, recreation, human services, and more; and

Whereas, day in and day out they provide the diverse services demanded by the American people of their government with efficiency, integrity, and good humor; and

Whereas, without these public servants at every level, continuity would be impossible in a democracy that regularly changes its leaders and elected officials;

Now therefore, the Fluvanna County Board of Supervisors does hereby announce and proclaim to all residents, that May 7 – 13, 2023 is Public Service Recognition Week in the County of Fluvanna and does hereby encourage all County residents to recognize the accomplishments and contributions of the employees of the County of Fluvanna.

Passed and adopted this 3rd day of May, 2023.

Mozell H. Booker, Chair
Fluvanna County Board of Supervisors



BOARD OF SUPERVISORS
 County of Fluvanna
 Palmyra, Virginia
RESOLUTION No. 15-2023

**A RESOLUTION IN SUPPORT OF A GRANT APPLICATION TO THE
 OPIOID ABATEMENT AUTHORITY TO FUND
 OPIOID ABATEMENT PROGRAMMING**

WHEREAS, the Commonwealth of Virginia established in 2021 the Opioid Abatement Authority (OAA) to allocate and use proceeds from opioid-related settlements in the form of grants; and

WHEREAS, the mission of the Virginia Opioid Abatement Authority (OAA) is to abate and remediate the opioid epidemic in the Commonwealth through financial support in the form of grants, donations, or other assistance; and

WHEREAS, in November 2021 the County of Fluvanna signed a Memorandum of Understanding with the OAA in order to be included in allocations from the opioid-related settlements; and

WHEREAS, the OAA operates a financial assistance program to support certain cooperative partnerships of cities and/or counties in Virginia that implement regional efforts to treat, prevent, and reduce opioid use disorder and the misuse of opioids; and

WHEREAS, the Region Ten Community Services Board serves residents in the counties of Fluvanna, Albemarle, Greene, Louisa, and Nelson, and the City of Charlottesville; and

WHEREAS, the localities served by the Region Ten Community Services Board have committed to working together to develop and jointly submit an application for regional cooperative partnership funding from the OAA; and

WHEREAS, the Region Ten Community Services Board has drafted a proposal and seeks a total of \$1,711,325 in grant funding;

WHEREAS, the OAA will accept applications for fiscal year 2024 proposals until May 5, 2023; and

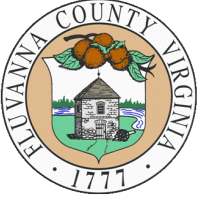
NOW, THEREFORE, BE IT RESOLVED that the Fluvanna County Board of Supervisors does hereby lend its support of an application to the Virginia Opioid Abatement Authority in order to create and expand programming for the abatement of opioid substance abuse.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Fluvanna County Board of Supervisors of Fluvanna County on this 3rd day of May 2023.

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

Attest:

 Mozell H. Booker, Chair
 Fluvanna County Board of Supervisors



BOARD OF SUPERVISORS
 County of Fluvanna
 Palmyra, Virginia
RESOLUTION No. 13-2023

**RESOLUTION AUTHORIZING EXECUTION OF THE
 VIRGINIA WATER AND WASTEWATER AGENCY RESPONSE NETWORK
 MUTUAL AID AGREEMENT BY FLUVANNA COUNTY**

WHEREAS, the National Infrastructure Protection Plan and in particular the Sector Specific Plan for the Water Sector developed by the United States Environmental Protection Agency identifies the development of a Water and Wastewater Agency Response Network in each State as an important means of helping to ensure resilient water and wastewater infrastructure in the public interest; and

WHEREAS, in furtherance of such national Water Sector plan, Virginia’s longstanding, nationally-recognized professional associations known as the Virginia Section of the American Water Works Association (“VA AWWA”) and the Virginia Water Environment Association (“VWEA”) have jointly formed the Virginia Water and Wastewater Agency Response Network (“VA WARN”) Committee to develop the EPA-recommended network and associated procedures for implementation in Virginia; and

WHEREAS, the VA WARN Committee has developed the attached form of a VA WARN Mutual Aid Agreement for use by public and private Water Sector utilities for purposes of requesting assistance and responding to such requests as well as a related form of an Event Agreement for providing assistance of a defined scope on defined terms and conditions; and

WHEREAS, this VA WARN Mutual Aid Agreement is intended to supplement and integrate with the Statewide Mutual Aid Program administered by the Virginia Department of Emergency Management, with the Emergency Management Assistance Compact, and with other mutual aid agreements of local, intrastate and interstate scope; and

WHEREAS, the County of Fluvanna owns or operates water and wastewater facilities, is responsible for public water supply or wastewater management in the Commonwealth of Virginia, and is therefore eligible to participate in VA WARN and the VA WARN Mutual Aid Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Fluvanna County Board of Supervisors, that the County Administrator is hereby authorized to execute the VA WARN Mutual Aid Agreement (the “Agreement”) on behalf of the County of Fluvanna subject to approval as to form by the County Attorney, which Agreement is hereby approved.

BE IT FURTHER RESOLVED, by the Fluvanna County Board of Supervisors, that the County Administrator shall be the County of Fluvanna’s “Authorized Representative” for purposes of the Agreement as defined in the Agreement.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Fluvanna County Board of Supervisors at a regular meeting of the Board held on the 3rd day of May, 2023, by the following vote:

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

Attest:

 Mozell H. Booker, Chair
 Fluvanna County Board of Supervisors



BOARD OF SUPERVISORS
 County of Fluvanna
 Palmyra, Virginia
RESOLUTION No. 14-2023

RESOLUTION AUTHORIZING EXECUTION OF THE VIRGINIA WATER AND WASTEWATER AGENCY RESPONSE NETWORK MUTUAL AID AGREEMENT BY THE FORK UNION SANITARY DISTRICT

WHEREAS, the National Infrastructure Protection Plan and in particular the Sector Specific Plan for the Water Sector developed by the United States Environmental Protection Agency identifies the development of a Water and Wastewater Agency Response Network in each State as an important means of helping to ensure resilient water and wastewater infrastructure in the public interest; and

WHEREAS, in furtherance of such national Water Sector plan, Virginia’s longstanding, nationally-recognized professional associations known as the Virginia Section of the American Water Works Association (“VA AWWA”) and the Virginia Water Environment Association (“VWEA”) have jointly formed the Virginia Water and Wastewater Agency Response Network (“VA WARN”) Committee to develop the EPA-recommended network and associated procedures for implementation in Virginia; and

WHEREAS, the VA WARN Committee has developed the attached form of a VA WARN Mutual Aid Agreement for use by public and private Water Sector utilities for purposes of requesting assistance and responding to such requests as well as a related form of an Event Agreement for providing assistance of a defined scope on defined terms and conditions; and

WHEREAS, this VA WARN Mutual Aid Agreement is intended to supplement and integrate with the Statewide Mutual Aid Program administered by the Virginia Department of Emergency Management, with the Emergency Management Assistance Compact, and with other mutual aid agreements of local, intrastate and interstate scope; and

WHEREAS, the Fork Union Sanitary District owns or operates water supply facilities, is responsible for public water supply or wastewater management in the Commonwealth of Virginia, and is therefore eligible to participate in VA WARN and the VA WARN Mutual Aid Agreement.

WHEREAS, the Fluvanna County Board of Supervisors, is the governing body of the Fork Union Sanitary District;

NOW, THEREFORE, BE IT RESOLVED, by the Fluvanna County Board of Supervisors, that the County Administrator is hereby authorized to execute the VA WARN Mutual Aid Agreement (the “Agreement”) on behalf of the Fork Union Sanitary District subject to approval as to form by the County Attorney, which Agreement is hereby approved.

BE IT FURTHER RESOLVED, by the Fluvanna County Board of Supervisors that the County Administrator shall be the County of Fluvanna’s “Authorized Representative” for purposes of the Agreement as defined in the Agreement.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Fluvanna County Board of Supervisors at a regular meeting of the Board held on the 3rd day of May, 2023, by the following vote:

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

Attest:

 Mozell H. Booker, Chair
 Fluvanna County Board of Supervisors

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

TAB H

MEETING DATE:	May 17, 2023				
AGENDA TITLE:	Adoption of the Fluvanna County Board of Supervisors May 10, 2023 Meeting Minutes.				
MOTION(s):	I move the meeting minutes of the Fluvanna County Board of Supervisors Regular Meeting on Wednesday May 10, 2023, be adopted.				
BOS 2 YEAR GOALS?	Yes	No	If yes, list goals(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				XX	
STAFF CONTACT(S):	Caitlin Solis, Clerk to the Board				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	None.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Draft Minutes for May 10, 2023.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X

**FLUVANNA COUNTY BOARD OF SUPERVISORS
REGULAR MEETING MINUTES
Carysbrook Performing Arts Center
8880 James Madison Hwy, Fork Union, VA 23055
May 10, 2023
Special Meeting 4:00pm**

MEMBERS PRESENT: Mozell Booker, Fork Union District, Chair
Patricia Eager, Palmyra District, Vice Chair
John M. (Mike) Sheridan, Columbia District (*left meeting at 5:40pm*)
Tony O’Brien, Rivanna District (*entered at 4:25pm*)

ABSENT: Chris Fairchild, Cunningham District

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

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

At 4:11pm, Chair Booker called to order the Special Meeting of May 10, 2023. After the recitation of the Pledge of Allegiance, a moment of silence was observed.

3 - ADOPTION OF AGENDA

MOTION:	Accept the Agenda, for the May 10, 2023 Special Called Meeting of the Board of Supervisors, as presented.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O’Brien	Mr. Sheridan
ACTION:		Second			Motion
VOTE:	Yes	Yes	Absent	Absent	Yes
RESULT:	3-0				

13 - CLOSED MEETING

MOTION:	At 4:13pm, move the Fluvanna County Board of Supervisors enter into a closed meeting, pursuant to the provisions of Section 2.2-3711 A.1 of the Code of Virginia, 1950, as amended, for the purpose of discussing Personnel – Discussion of Personnel Matters Relating to the Office of the County Attorney.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O’Brien	Mr. Sheridan
ACTION:		Motion			Second
VOTE:	Yes	Yes	Absent	Absent	Yes
RESULT:	3-0				

MOTION:	At 6:11pm, move Closed Meeting be adjourned and the Fluvanna County Board of Supervisors convene again in open session and “BE IT RESOLVED, the Board of Supervisors does hereby certify to the best of each member’s knowledge (i) only public business matters lawfully exempted from open meeting requirements under Section 2.2-3711-A of the Code of Virginia, 1950, as amended, and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed, or considered in the meeting.”				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O’Brien	Mr. Sheridan
ACTION:		Second		Motion	
VOTE:	Yes	Yes	Absent	Yes	Absent
RESULT:	3-0				

MOTION:	Move the Board of Supervisors make an offer to Daniel Nicholas Whitten for the County Attorney position.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O’Brien	Mr. Sheridan
ACTION:		Second		Motion	
VOTE:	Yes	Yes	Absent	Yes	Absent
RESULT:	3-0				

MOTION:	Adjourn the regular meeting of Wednesday, May 10, 2023 at 6:13pm.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O'Brien	Mr. Sheridan
ACTION:		Second		Motion	
VOTE:	Yes	Yes	Absent	Yes	Absent
RESULT:	3-0				

ATTEST:

FLUVANNA COUNTY BOARD OF SUPERVISORS

Caitlin Solis
Clerk to the Board

Mozell H. Booker
Chair

DRAFT

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB I

MEETING DATE:	May 17, 2023				
AGENDA TITLE:	R. K. Chevrolet Vehicle Purchase Agreement				
MOTION(s):	<p>I move the Board of Supervisors approve the Vehicle Purchase Agreement with R.K. Chevrolet, Inc. (“RK”), for the purchase of four 2023 Chevrolet Equinoxes AWD with options at a total cost of \$107,180.00 for the Department of Public Works as a cooperative procurement off that agreement between the Virginia Sheriff’s Association (“VSA”) and RK and further authorize the County Administrator to execute the agreement subject to approval as to form by the County Attorney.</p>				
BOS 2 YEAR GOALS?	Yes	No	If yes, which goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Tori Melton, Finance Director				
PRESENTER(S):	Tori Melton, Finance Director				
RECOMMENDATION:	Approve				
TIMING:	Immediate				
DISCUSSION:	<ul style="list-style-type: none"> • R.K. Chevrolet confirmed by email that fleet models were unavailable and the four equinoxes are retail models, no amendment to the cooperative contract is required for pricing. The increase is an equitable adjustment in price for the retail models is permitted under 3.10 of the VSA Cooperative Contract. The contract previously approved on May 3, 2023, is revised to eliminate the provision for amended pricing, since this is being done by equitable adjustment under Sec 3-10 of the original cooperative contract, instead of pricing amendment. The price is the same as previously approved by the Board. • Cooperative Procurement pursuant to the Virginia Public Procurement Act, this a cooperatively procured contract off the Cooperative Agreement. • The Cooperative agreement requires a 6% discount on all options and contractor represents and warrants to the County that this quote includes a 6% discount or more on every option as required by the cooperative agreement. • Delivery no later than June 15, 2023 				
FISCAL IMPACT:	No additional funding is required; the \$107,180 was budgeted in the FY22 CIP for County vehicle purchases.				
POLICY IMPACT:	N/A				

LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	<ul style="list-style-type: none"> • Exhibit 1: Part 1 -4 Vehicle & Motorcycle Procurement Program Contract Award Agreement • Exhibit 2: Quote Dated May 10, 2023 • Exhibit 3: Appendix I – General Terms Conditions and Instructions to Bidders and Contractors 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X	X	X		



**Virginia Sheriffs' Association
Vehicle and Motorcycle Procurement Program
2022-2023 Rollover Agreement
Bid 22-05-0917R**

The Virginia Sheriffs' Association (VSA) has implemented Section 1.6 *Term of Contract* of the Association's Terms and Conditions. Upon mutual agreement, we are pleased to announce the VSA has extended your contract for one additional year. VSA Vehicle and Motorcycle Bid 22-05-0917R will be effective October 9, 2022 through October 8, 2023.

This contract is awarded by dealership and zone and includes all model code upgrades or downgrades listed in the Association's base model specifications.

By the award of this contract based on your dealership's bid for Solicitation Number 22-05-0917R, all terms and conditions set forth in the Invitation for Bids are incorporated herein by reference and agreed to by the Contractor and the Virginia Sheriffs' Association.

X 

Signature of Authorized Representative

X Ken Stolle

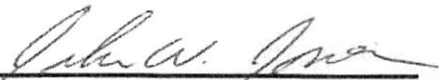
Printed Name of Authorized Representative

X RK Chevrolet

Contractor/Dealership Name (Please Print)

X 6-16-22

Date

X 

Signature of VSA Executive Director

X John W. Jones

Printed Name of VSA Executive Director

X 10/9/2022

Date




**Vehicle & Motorcycle Procurement Program
Contract Award Agreement
Bid 22-05-0917**

We are pleased to announce the Virginia Sheriffs' Association has successfully completed its statewide competitive award for vehicles and motorcycles effective October 9, 2021 through October 8, 2022.

Congratulations, your dealership has been included on the Association's specification contract controlled by the Virginia Sheriffs' Association's Solicitation for Bids and Contract Terms and Conditions. Your dealership has been awarded all vehicles outlined in the attached document by dealership and zone. This contract award also includes all model code upgrades or downgrades listed in the Association's base model specifications.

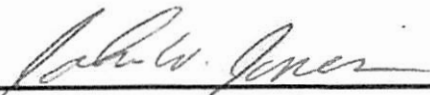
By the award of this contract based on your dealership's bid for Solicitation Number 22-05-0917, all terms and conditions set forth in the Invitation for Bids are incorporated herein by reference and agreed to by the Contractor and the Virginia Sheriffs' Association.

X 
Signature of Authorized Representative

X Ken Stolle
Printed Name of Authorized Representative

X RK Chevrolet
Contractor/Dealership Name (Please Print)

X 10-14-21
Date

X 
Signature of VSA Executive Director

X John W. Jones
Printed Name of VSA Executive Director

X 10/9/2021
Date

VSA Vehicle & Motorcycle Procurement - Bid 22-05-0917

Item Number and Vehicle	Awarded Dealer	Zones
Item: 1, Daimler, Sprinter Cab Chassis 3500XD 144"WB 6 Cylinder, MXCC44	Mercedes Benz of Hampton	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 2, Daimler, Sprinter Cab Chassis 4500 144"WB 6 Cylinder, M4CC44	Mercedes Benz of Hampton	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 3, Ford, F-350 60 CA Chassis DRW XL 4x2 SD Crew Cab, W3G	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 3, Ford, F-350 60 CA Chassis DRW XL 4x2 SD Crew Cab, W3G	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 4, Ford, F-350 60 CA Chassis DRW XL 4x2 SD Regular Cab, F3G	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 4, Ford, F-350 60 CA Chassis DRW XL 4x2 SD Regular Cab, F3G	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 5, Ford, F-350 60 CA Chassis DRW XL 4x2 SD Super Cab 168" WB, X3G	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 5, Ford, F-350 60 CA Chassis DRW XL 4x2 SD Super Cab 168" WB, X3G	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 6, Ford, F-350 60 CA Chassis DRW XL 4x4 SD Crew Cab, W3H	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 6, Ford, F-350 60 CA Chassis DRW XL 4x4 SD Crew Cab, W3H	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 7, Ford, F-350 60 CA Chassis DRW XL 4x4 SD Regular Cab, F3H	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 7, Ford, F-350 60 CA Chassis DRW XL 4x4 SD Regular Cab, F3H	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 8, Ford, F-350 60 CA Chassis DRW XL 4x4 SD Super Cab 168" WB, X3H	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 8, Ford, F-350 60 CA Chassis DRW XL 4x4 SD Super Cab 168" WB, X3H	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 9, Ford, F-350 60 CA Chassis SRW XL 4x2 SD Crew Cab, W3E	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 9, Ford, F-350 60 CA Chassis SRW XL 4x2 SD Crew Cab, W3E	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 10, Ford, F-350 60 CA Chassis SRW XL 4x2 SD Regular Cab, F3E	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 10, Ford, F-350 60 CA Chassis SRW XL 4x2 SD Regular Cab, F3E	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 11, Ford, F-350 60 CA Chassis SRW XL 4x2 SD Super Cab 168" WB, X3E	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 11, Ford, F-350 60 CA Chassis SRW XL 4x2 SD Super Cab 168" WB, X3E	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 12, Ford, F-350 60 CA Chassis SRW XL 4x4 SD Crew Cab, W3F	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 12, Ford, F-350 60 CA Chassis SRW XL 4x4 SD Crew Cab, W3F	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 13, Ford, F-350 60 CA Chassis SRW XL 4x4 SD Regular Cab, F3F	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 13, Ford, F-350 60 CA Chassis SRW XL 4x4 SD Regular Cab, F3F	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery

Item: 14, Ford, F-350 60 CA Chassis SRW XL 4x4 SD Super Cab 168" WB, X3F	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 14, Ford, F-350 60 CA Chassis SRW XL 4x4 SD Super Cab 168" WB, X3F	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 15, Ford, F-450 Chassis XL 4x2 SD Crew Cab - CA of 60, W4G	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 15, Ford, F-450 Chassis XL 4x2 SD Crew Cab - CA of 60, W4G	Sheehy Ford Lincoln of Richmond	No Delivery
Item: 16, Ford, F-450 Chassis XL 4x2 SD Regular Cab - CA of 60, F4G	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 16, Ford, F-450 Chassis XL 4x2 SD Regular Cab - CA of 60, F4G	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 17, Ford, F-450 Chassis XL 4x2 SD Super Cab - CA of 60, X4G	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 17, Ford, F-450 Chassis XL 4x2 SD Super Cab - CA of 60, X4G	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 18, Ford, F-450 Chassis XL 4x4 SD Crew Cab - CA of 60, W4H	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 18, Ford, F-450 Chassis XL 4x4 SD Crew Cab - CA of 60, W4H	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 19, Ford, F-450 Chassis XL 4x4 SD Regular Cab - CA of 60, F4H	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 19, Ford, F-450 Chassis XL 4x4 SD Regular Cab - CA of 60, F4H	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 20, Ford, F-450 Chassis XL 4x4 SD Super Cab - CA of 60, X4H	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 20, Ford, F-450 Chassis XL 4x4 SD Super Cab - CA of 60, X4H	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 21, Ford, F-550 Chassis XL 4x2 SD Crew Cab - CA of 60, W5G	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 21, Ford, F-550 Chassis XL 4x2 SD Crew Cab - CA of 60, W5G	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 22, Ford, F-550 Chassis XL 4x2 SD Regular Cab - CA of 60, F5G	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 22, Ford, F-550 Chassis XL 4x2 SD Regular Cab - CA of 60, F5G	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 23, Ford, F-550 Chassis XL 4x2 SD Super Cab - CA of 60, X5G	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 23, Ford, F-550 Chassis XL 4x2 SD Super Cab - CA of 60, X5G	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 24, Ford, F-550 Chassis XL 4x4 SD Crew Cab - CA of 60, W5H	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 24, Ford, F-550 Chassis XL 4x4 SD Crew Cab - CA of 60, W5H	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 25, Ford, F-550 Chassis XL 4x4 SD Regular Cab - CA of 60, F5H	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 25, Ford, F-550 Chassis XL 4x4 SD Regular Cab - CA of 60, F5H	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 26, Ford, F-550 Chassis XL 4x4 SD Super Cab - CA of 60, X5H	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 26, Ford, F-550 Chassis XL 4x4 SD Super Cab - CA of 60, X5H	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery

Item: 27, Ford, F-600 Chassis XL 4X2 SD Regular Cab - CA of 60, F6K	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 27, Ford, F-600 Chassis XL 4X2 SD Regular Cab - CA of 60, F6K	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 28, Ford, F-600 Chassis XL 4X4 SD Regular Cab - CA of 60, F6L	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 28, Ford, F-600 Chassis XL 4X4 SD Regular Cab - CA of 60, F6L	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 47, General Motors, Chevrolet 3500 Low-Cab Forward - Gas Regular Cab 109" WB, CP11003	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 48, General Motors, Chevrolet 4500 HD Low-Cab Forward - Diesel Regular Cab 109" WB, CT31003	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 49, General Motors, Chevrolet 4500 Low-Cab Forward - Gas Regular Cab 109" WB, CP31003	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 50, General Motors, Chevrolet 4500 XD Low-Cab Forward - Diesel Regular Cab 109" WB, CT41003	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 51, General Motors, Chevrolet 5500 HD Low-Cab Forward - Diesel Regular Cab 109" WB, CT51003	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 52, General Motors, Chevrolet 5500 XD Low-Cab Forward - Diesel Regular Cab 109" WB, CT61003	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 53, General Motors, Chevrolet 6500 XD Low-Cab Forward - Diesel Regular Cab 152" WB, CT73203	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 54, General Motors, Chevrolet Express 3500 Cut-Away Work Van SRW 139" WB, CG33503	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 54, General Motors, Chevrolet Express 3500 Cut-Away Work Van SRW 139" WB, CG33503	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 55, General Motors, Chevrolet Silverado 3500HD Chassis Cab 2WD Crew Cab (177" WB, 60" CA), CC31043	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 55, General Motors, Chevrolet Silverado 3500HD Chassis Cab 2WD Crew Cab (177" WB, 60" CA), CC31043	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 56, General Motors, Chevrolet Silverado 3500HD Chassis Cab 2WD Regular Cab (146" WB, 60" CA), CC31003	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 56, General Motors, Chevrolet Silverado 3500HD Chassis Cab 2WD Regular Cab (146" WB, 60" CA), CC31003	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 57, General Motors, Chevrolet Silverado 4500HD 2WD Crew Cab DRW (175" WB, 60" CA), CC56043	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 58, General Motors, Chevrolet Silverado 4500HD 2WD Regular Cab DRW (141" WB, 60" CA), CC56403	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 59, General Motors, Chevrolet Silverado 5500HD 2WD Crew Cab DRW (175" WB, 60" CA), CC56043	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 60, General Motors, Chevrolet Silverado 5500HD 2WD Regular Cab DRW (141" WB, 60" CA), CC56403	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 61, General Motors, Chevrolet Silverado 6500HD 2WD Crew Cab DRW (175" WB, 60" CA), CC56043	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 62, General Motors, Chevrolet Silverado 6500HD 2WD Regular Cab DRW (141" WB, 60" CA), CC56403	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 63, Stellantis, Ram 3500 Tradesman Crew Cab Chassis 4X2 (172.4" WB - CA of 60"), DD3L93	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 63, Stellantis, Ram 3500 Tradesman Crew Cab Chassis 4X2 (172.4" WB - CA of 60"), DD3L93	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery

Item: 64, Stellantis, Ram 3500 Tradesman Crew Cab Chassis 4X4 (172.4" WB - CA of 60"), DD8L93	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 64, Stellantis, Ram 3500 Tradesman Crew Cab Chassis 4X4 (172.4" WB - CA of 60"), DD8L93	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 65, Stellantis, Ram 3500 Tradesman Regular Cab Chassis 4X2 (143.5" WB - CA of 60"), DD3L63	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 65, Stellantis, Ram 3500 Tradesman Regular Cab Chassis 4X2 (143.5" WB - CA of 60"), DD3L63	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 66, Stellantis, Ram 3500 Tradesman Regular Cab Chassis 4X4 (143.5" WB - CA of 60"), DD8L63	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 66, Stellantis, Ram 3500 Tradesman Regular Cab Chassis 4X4 (143.5" WB - CA of 60"), DD8L63	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 67, Stellantis, Ram 4500 Tradesman Crew Chassis Cab DRW 4X2 (173.4" WB - CA of 60"), DP4L93	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 67, Stellantis, Ram 4500 Tradesman Crew Chassis Cab DRW 4X2 (173.4" WB - CA of 60"), DP4L93	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 68, Stellantis, Ram 4500 Tradesman Crew Chassis Cab DRW 4X4 (173.4" WB - CA of 60"), DP9L93	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 68, Stellantis, Ram 4500 Tradesman Crew Chassis Cab DRW 4X4 (173.4" WB - CA of 60"), DP9L93	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 69, Stellantis, Ram 4500 Tradesman Regular Chassis Cab DRW 4X2 (144.5 in WB - CA of 60 in), DP4L63	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 69, Stellantis, Ram 4500 Tradesman Regular Chassis Cab DRW 4X2 (144.5 in WB - CA of 60 in), DP4L63	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 70, Stellantis, Ram 4500 Tradesman Regular Chassis Cab DRW 4X4 (144.5" WB - CA of 60"), DP9L63	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 70, Stellantis, Ram 4500 Tradesman Regular Chassis Cab DRW 4X4 (144.5" WB - CA of 60"), DP9L63	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 71, Stellantis, Ram 5500 Tradesman Crew Cab Chassis 4X2 (173.4" WB - CA of 60"), DP5L93	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 71, Stellantis, Ram 5500 Tradesman Crew Cab Chassis 4X2 (173.4" WB - CA of 60"), DP5L93	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 72, Stellantis, Ram 5500 Tradesman Crew Cab Chassis 4X4 (173.4" WB - CA of 60"), DP0L93	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 72, Stellantis, Ram 5500 Tradesman Crew Cab Chassis 4X4 (173.4" WB - CA of 60"), DP0L93	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 73, Stellantis, Ram 5500 Tradesman Regular Cab Chassis 4X2 (144.5" WB - CA of 60"), DP5L63	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 73, Stellantis, Ram 5500 Tradesman Regular Cab Chassis 4X2 (144.5" WB - CA of 60"), DP5L63	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 74, Stellantis, Ram 5500 Tradesman Regular Cab Chassis 4X4 (144.5" WB - CA of 60"), DP0L63	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 74, Stellantis, Ram 5500 Tradesman Regular Cab Chassis 4X4 (144.5" WB - CA of 60"), DP0L63	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 75, Stellantis, Ram Promaster Cab Chassis - 3500 Cab Chassis Low Roof (159" WB - CA of 104"), VF3L04	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 75, Stellantis, Ram Promaster Cab Chassis - 3500 Cab Chassis Low Roof (159" WB - CA of 104"), VF3L04	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 76, Ford, Escape SE Sport AWD Hybrid, U9B	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery

Item: 76, Ford, Escape SE Sport AWD Hybrid, U9B	Haley Ford South	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 77, Ford, Escape SE Sport FWD Hybrid, U0B	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 77, Ford, Escape SE Sport FWD Hybrid, U0B	Haley Ford South	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 81, Ford, E-Transit T-350 Cargo Van High Roof Extended 148" WB, W3X	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 81, Ford, E-Transit T-350 Cargo Van High Roof Extended 148" WB, W3X	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 82, Ford, E-Transit T-350 Cargo Van Low Roof Regular 130" WB, W1Y	Sheehy Ford Lincoln of Richmond	Colonial, Heritage, Chesapeake, No Delivery
Item: 82, Ford, E-Transit T-350 Cargo Van Low Roof Regular 130" WB, W1Y	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 83, Ford, E-Transit T-350 Cargo Van Medium Roof Regular 130" WB, W9C	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 83, Ford, E-Transit T-350 Cargo Van Medium Roof Regular 130" WB, W9C	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 84, Ford, E-Transit T-350 Chassis Cab Low Roof Extended 178" WB, W5Z	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 84, Ford, E-Transit T-350 Chassis Cab Low Roof Extended 178" WB, W5Z	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 85, Ford, E-Transit T-350 Cutaway Low Roof Extended 178" WB, W5P	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 85, Ford, E-Transit T-350 Cutaway Low Roof Extended 178" WB, W5P	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 86, Ford, Explorer Limited HEV 4WD, K8F	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 86, Ford, Explorer Limited HEV 4WD, K8F	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 87, Ford, Explorer Limited HEV RWD, K7F	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 87, Ford, Explorer Limited HEV RWD, K7F	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 88, Ford, F-150 Crew Cab Lightning, W1E	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 89, Ford, F-150 SuperCrew Cab Hybrid 4x2 145" WB, W1C	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 89, Ford, F-150 SuperCrew Cab Hybrid 4x2 145" WB, W1C	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 90, Ford, F-150 SuperCrew Cab Hybrid 4x4 145" WB, W1E	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 90, Ford, F-150 SuperCrew Cab Hybrid 4x4 145" WB, W1E	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 91, Ford, Maverick Super Crew XL FWD, W8E	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 91, Ford, Maverick Super Crew XL FWD, W8E	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 92, Ford, Mustang Mach-E AWD, K1S	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 92, Ford, Mustang Mach-E AWD, K1S	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery

Item: 93, Ford, Mustang Mach-E RWD, K1R	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 93, Ford, Mustang Mach-E RWD, K1R	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 94, Ford, Police Interceptor Hybrid, K8A	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 94, Ford, Police Interceptor Hybrid, K8A	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 95, General Motors, Chevrolet Bolt EUV, 1FF48	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 95, General Motors, Chevrolet Bolt EUV, 1FF48	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 96, General Motors, Chevrolet Bolt LT, 1FB48	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 96, General Motors, Chevrolet Bolt LT, 1FB48	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 97, Nissan, Leaf S - 40kWh, 17012	Hart Nissan	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 97, Nissan, Leaf S - 40kWh, 17012	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 98, Stellantis, Chrysler Pacifica Hybrid Touring, RUEH53	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 98, Stellantis, Chrysler Pacifica Hybrid Touring, RUEH53	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 99, Stellantis, Jeep Wrangler 4xe, JLXP74	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 117, Harley-Davidson, Pan America, RA1250S	Richmond Harley Davidson	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 118, Harley-Davidson, Police, FLHP Road King	Richmond Harley Davidson	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 119, Harley-Davidson, Police, FLHTP Electra Glide	Richmond Harley Davidson	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 120, Harley-Davidson, Police, XL883L Sportster	Richmond Harley Davidson	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 122, General Motors, Chevrolet Malibu 1FL LS, 1ZC69	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 122, General Motors, Chevrolet Malibu 1FL LS, 1ZC69	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 123, General Motors, Chevrolet Spark LS CVT 1SB, 1DR48	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 123, General Motors, Chevrolet Spark LS CVT 1SB, 1DR48	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 124, Nissan, Altima Sedan 2.5S FWD, 13112	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 124, Nissan, Altima Sedan 2.5S FWD, 13112	Hart Nissan	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 125, Nissan, Altima Sedan 2.5SL FWD, 13712	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 126, Nissan, Altima Sedan 2.5SR FWD, 13512	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 127, Nissan, Altima Sedan 2.5SV FWD, 13312	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery

Item: 128, Nissan, Maxima SV, 16112	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 128, Nissan, Maxima SV, 16112	Hart Nissan	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 129, Nissan, Sentra S, 12012	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 129, Nissan, Sentra S, 12012	Hart Nissan	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 130, Nissan, Versa S CVT, 10112	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 130, Nissan, Versa S CVT, 10112	Hart Nissan	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 131, Stellantis, Chrysler 300 Touring, LXCH48	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 131, Stellantis, Chrysler 300 Touring, LXCH48	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 132, Stellantis, Dodge Challenger SXT - AWD, LAEH22	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 132, Stellantis, Dodge Challenger SXT - AWD, LAEH22	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 133, Stellantis, Dodge Challenger SXT - RWD, LADH22	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 133, Stellantis, Dodge Challenger SXT - RWD, LADH22	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 134, Stellantis, Dodge Charger SXT Sedan - AWD, LDES48	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 134, Stellantis, Dodge Charger SXT Sedan - AWD, LDES48	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 135, Stellantis, Dodge Charger SXT Sedan - RWD, LDDM48	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 135, Stellantis, Dodge Charger SXT Sedan - RWD, LDDM48	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 139, Ford, Police Interceptor Utility AWD - 3.3 Gas Engine, K8A	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 139, Ford, Police Interceptor Utility AWD - 3.3 Gas Engine, K8A	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 140, Ford, Police Interceptor Utility AWD - Ecoboost, K8A	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 140, Ford, Police Interceptor Utility AWD - Ecoboost, K8A	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 141, Ford, Police Rated Responder - F-150 4X4, W1P	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 141, Ford, Police Rated Responder - F-150 4X4, W1P	Haley Ford South	Dogwood, Colonial, Heritage, No Delivery
Item: 141, Ford, Police Rated Responder - F-150 4X4, W1P	Hall Automotive, LLC	Chesapeake, No Delivery
Item: 142, General Motors, Chevrolet Tahoe 1500 Full Size Police Rated Utility 2WD, CC10706/9C1	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 143, Stellantis, Dodge Charger Full Size Police Rated Sedan - AWD - 3.6L V6, LDEE48	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 143, Stellantis, Dodge Charger Full Size Police Rated Sedan - AWD - 3.6L V6, LDEE48	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery

Item: 144, Stellantis, Dodge Charger Full Size Police Rated Sedan - RWD - 5.7 liter Hemi V8, LDDE48	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 144, Stellantis, Dodge Charger Full Size Police Rated Sedan - RWD - 5.7 liter Hemi V8, LDDE48	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 145, Stellantis, Dodge Durango Pursuit AWD, WDEE75	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 145, Stellantis, Dodge Durango Pursuit AWD, WDEE75	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 146, Ford, Expedition XL SSV 4X2, U1F	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 146, Ford, Expedition XL SSV 4X2, U1F	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 147, Ford, Expedition XL SSV 4X4, U1G	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 147, Ford, Expedition XL SSV 4X4, U1G	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 148, General Motors, Chevrolet Bolt EUV Special Service Vehicle (SSV), 1FF48/5W4	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 148, General Motors, Chevrolet Bolt EUV Special Service Vehicle (SSV), 1FF48/5W4	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 149, General Motors, Chevrolet Bolt EV Special Service Vehicle (SSV), 1FB48/5W4	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 149, General Motors, Chevrolet Bolt EV Special Service Vehicle (SSV), 1FB48/5W4	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 150, General Motors, Chevrolet Silverado 1500 Short Bed SSV 2WD, CC18543	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 150, General Motors, Chevrolet Silverado 1500 Short Bed SSV 2WD, CC18543	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 151, General Motors, Chevrolet Tahoe 1500 Full Size Special Service Utility 4WD, CK10706/5W4	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 152, Stellantis, Dodge Durango Special Service - RWD, WDDE75	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 152, Stellantis, Dodge Durango Special Service - RWD, WDDE75	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 153, Stellantis, Ram 1500 Special Service Crew Cab 4X4 5.7L Hemi V8, DS6T98	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 153, Stellantis, Ram 1500 Special Service Crew Cab 4X4 5.7L Hemi V8, DS6T98	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 154, Ford, Bronco Sport, R9A	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 154, Ford, Bronco Sport, R9A	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 155, Ford, Ecosport S 4x4, S3F	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 155, Ford, Ecosport S 4x4, S3F	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 156, Ford, Ecosport S FWD, S2F	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 156, Ford, Ecosport S FWD, S2F	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 157, Ford, Ecosport SE 4x4, S2G	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery

Item: 157, Ford, Ecosport SE 4x4, S2G	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 158, Ford, Ecosport SE FWD, S3G	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 158, Ford, Ecosport SE FWD, S3G	Sheehy Ford Lincoln of Richmond	Heritage, Chesapeake, No Delivery
Item: 159, Ford, Edge SE AWD, K4G	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 159, Ford, Edge SE AWD, K4G	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 161, Ford, Escape S - FWD, U0F	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 161, Ford, Escape S - FWD, U0F	Haley Ford South	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 162, Ford, Escape S 4x4, U9F	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 162, Ford, Escape S 4x4, U9F	Haley Ford South	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 163, Ford, Escape SE - 4X4, U9G	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 163, Ford, Escape SE - 4X4, U9G	Haley Ford South	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 164, Ford, Expedition XL 4X2, U1F	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 164, Ford, Expedition XL 4X2, U1F	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 165, Ford, Expedition XL 4X4, U1G	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 165, Ford, Expedition XL 4X4, U1G	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 166, Ford, Explorer 4X4 2.3L, K8B	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 166, Ford, Explorer 4X4 2.3L, K8B	Haley Ford South	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 167, Ford, Explorer RWD 2.3L, K7B	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 167, Ford, Explorer RWD 2.3L, K7B	Haley Ford South	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 168, Ford, Explorer XLT 4X4 2.3L, K8D	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 168, Ford, Explorer XLT 4X4 2.3L, K8D	Haley Ford South	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 169, Ford, Explorer XLT RWD 2.3L, K7D	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 169, Ford, Explorer XLT RWD 2.3L, K7D	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 170, General Motors, Chevrolet Blazer FWD LT, 1NK26	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 170, General Motors, Chevrolet Blazer FWD LT, 1NK26	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 171, General Motors, Chevrolet Equinox - FWD - LS, 1XP26	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 171, General Motors, Chevrolet Equinox - FWD - LS, 1XP26	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery

Item: 172, General Motors, Chevrolet Suburban 2WD - 1FL, CC10906	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 172, General Motors, Chevrolet Suburban 2WD - 1FL, CC10906	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 173, General Motors, Chevrolet Tahoe 2WD 1FL, CC10706	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 173, General Motors, Chevrolet Tahoe 2WD 1FL, CC10706	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 174, General Motors, Chevrolet Trailblazer FWD LS, 1TR56	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 174, General Motors, Chevrolet Trailblazer FWD LS, 1TR56	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 175, General Motors, Chevrolet Traverse FWD LS, 1NB56	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 175, General Motors, Chevrolet Traverse FWD LS, 1NB56	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 176, General Motors, Chevrolet Trax LS AWD, 1JR76	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 176, General Motors, Chevrolet Trax LS AWD, 1JR76	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 177, Nissan, Armada S 4x2, 26712	Hart Nissan	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 177, Nissan, Armada S 4x2, 26712	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 178, Nissan, Armada SL 4x2, 26312	Hart Nissan	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 178, Nissan, Armada SL 4x2, 26312	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 179, Nissan, Armada SV 4x2, 26112	Hart Nissan	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 179, Nissan, Armada SV 4x2, 26112	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 180, Nissan, Kicks S, 21012	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 180, Nissan, Kicks S, 21012	Hart Nissan	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 181, Nissan, Murano S FWD, 23112	Hart Nissan	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 181, Nissan, Murano S FWD, 23112	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 182, Nissan, Pathfinder S 2WD, 25112	Hart Nissan	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 182, Nissan, Pathfinder S 2WD, 25112	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 183, Nissan, Rogue S - FWD, 22112	Hart Nissan	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 183, Nissan, Rogue S - FWD, 22112	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 184, Nissan, Rogue Sport S - FWD, 27112	Hart Nissan	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 184, Nissan, Rogue Sport S - FWD, 27112	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery

Item: 185, Stellantis, Dodge Durango SXT - AWD, WDEL75	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 185, Stellantis, Dodge Durango SXT - AWD, WDEL75	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 186, Stellantis, Dodge Durango SXT - RWD, WDDL75	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 186, Stellantis, Dodge Durango SXT - RWD, WDDL75	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 187, Stellantis, Jeep Cherokee - Latitude 4X4, KLJM74	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 187, Stellantis, Jeep Cherokee - Latitude 4X4, KLJM74	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 188, Stellantis, Jeep Cherokee - Latitude FWD, KLTM74	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 188, Stellantis, Jeep Cherokee - Latitude FWD, KLTM74	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 189, Stellantis, Jeep Compass Sport 4x4, MPJL74	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 189, Stellantis, Jeep Compass Sport 4x4, MPJL74	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 190, Stellantis, Jeep Compass Sport FWD, MPTL74	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 190, Stellantis, Jeep Compass Sport FWD, MPTL74	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 191, Stellantis, Jeep Grand Cherokee Laredo 4x2, WKTH74	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 191, Stellantis, Jeep Grand Cherokee Laredo 4x2, WKTH74	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 192, Stellantis, Jeep Grand Cherokee Laredo 4X4, WKJH74	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 192, Stellantis, Jeep Grand Cherokee Laredo 4X4, WKJH74	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 193, Stellantis, Jeep Renegade Sport 4x2, BVTL74	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 193, Stellantis, Jeep Renegade Sport 4x2, BVTL74	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 194, Stellantis, Jeep Renegade Sport 4x4, BVJL74	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 194, Stellantis, Jeep Renegade Sport 4x4, BVJL74	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 195, Stellantis, Jeep Wrangler 2 Door Sport, JLJL72	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 195, Stellantis, Jeep Wrangler 2 Door Sport, JLJL72	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 196, Stellantis, Jeep Wrangler 4 Door Sport, JLJL74	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 196, Stellantis, Jeep Wrangler 4 Door Sport, JLJL74	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 200, Ford, F-150 Regular Cab 4x2 122.5" WB, F1C	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 200, Ford, F-150 Regular Cab 4x2 122.5" WB, F1C	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery

Item: 201, Ford, F-150 Regular Cab 4x4 122.5" WB, F1E	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 201, Ford, F-150 Regular Cab 4x4 122.5" WB, F1E	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 202, Ford, F-150 Super Cab 4x2 145" WB, X1C	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 202, Ford, F-150 Super Cab 4x2 145" WB, X1C	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 203, Ford, F-150 Super Cab 4x4 145" WB, X1E	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 203, Ford, F-150 Super Cab 4x4 145" WB, X1E	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 204, Ford, F-150 SuperCrew Cab XL 4x2 145" WB, W1C	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 204, Ford, F-150 SuperCrew Cab XL 4x2 145" WB, W1C	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 205, Ford, F-150 SuperCrew Cab XL 4x4 145" WB, W1E	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 205, Ford, F-150 SuperCrew Cab XL 4x4 145" WB, W1E	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 206, Ford, F-250 Short Bed XL 4x2 SD Crew Cab, W2A	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 206, Ford, F-250 Short Bed XL 4x2 SD Crew Cab, W2A	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 207, Ford, F-250 Short Bed XL 4x2 SD Super Cab, X2A	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 207, Ford, F-250 Short Bed XL 4x2 SD Super Cab, X2A	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 208, Ford, F-250 Short Bed XL 4x4 SD Crew Cab, W2B	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 208, Ford, F-250 Short Bed XL 4x4 SD Crew Cab, W2B	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 209, Ford, F-250 Short Bed XL 4x4 SD Super Cab, X2B	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 209, Ford, F-250 Short Bed XL 4x4 SD Super Cab, X2B	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 210, Ford, F-250 XL 4x2 SD Regular Cab, F2A	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 210, Ford, F-250 XL 4x2 SD Regular Cab, F2A	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 211, Ford, F-250 XL 4x4 SD Regular Cab, F2B	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 211, Ford, F-250 XL 4x4 SD Regular Cab, F2B	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 212, Ford, F-350 XL 4x2 SD Crew Cab Pick-up 8' Box, 176" WB, DRW, W3C	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 212, Ford, F-350 XL 4x2 SD Crew Cab Pick-up 8' Box, 176" WB, DRW, W3C	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 213, Ford, F-350 XL 4x2 SD Crew Cab Pick-up Short Bed, 160" WB, SRW, W3A	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 213, Ford, F-350 XL 4x2 SD Crew Cab Pick-up Short Bed, 160" WB, SRW, W3A	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery

Item: 214, Ford, F-350 XL 4x2 SD Regular Cab Pick-up 8` box 142" WB DRW, F3C	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 214, Ford, F-350 XL 4x2 SD Regular Cab Pick-up 8` box 142" WB DRW, F3C	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 215, Ford, F-350 XL 4x2 SD Regular Cab Pick-up 8` Box 142" WB SRW, F3A	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 215, Ford, F-350 XL 4x2 SD Regular Cab Pick-up 8` Box 142" WB SRW, F3A	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 216, Ford, F-350 XL 4x2 SD Super Cab Pick-up 8` Box 164" WB DRW, X3C	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 216, Ford, F-350 XL 4x2 SD Super Cab Pick-up 8` Box 164" WB DRW, X3C	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 217, Ford, F-350 XL 4x2 SD Super Cab SRW Pick-up, Short Bed, 148" WB, X3A	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 217, Ford, F-350 XL 4x2 SD Super Cab SRW Pick-up, Short Bed, 148" WB, X3A	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 218, Ford, F-350 XL 4x4 SD Crew Cab Pick-up 8` Box, 176" WB, DRW, W3D	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 218, Ford, F-350 XL 4x4 SD Crew Cab Pick-up 8` Box, 176" WB, DRW, W3D	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 219, Ford, F-350 XL 4x4 SD Crew Cab Pick-up Short Bed, 160" WB, SRW, W3B	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 219, Ford, F-350 XL 4x4 SD Crew Cab Pick-up Short Bed, 160" WB, SRW, W3B	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 220, Ford, F-350 XL 4x4 SD Regular Cab Pick-up 8` Box 142" WB DRW, F3D	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 220, Ford, F-350 XL 4x4 SD Regular Cab Pick-up 8` Box 142" WB DRW, F3D	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 221, Ford, F-350 XL 4x4 SD Regular Cab Pick-up 8` Box 142" WB SRW, F3B	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 221, Ford, F-350 XL 4x4 SD Regular Cab Pick-up 8` Box 142" WB SRW, F3B	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 222, Ford, F-350 XL 4x4 SD Super Cab Pick-up 8` Box 164" WB DRW, X3D	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 222, Ford, F-350 XL 4x4 SD Super Cab Pick-up 8` Box 164" WB DRW, X3D	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 223, Ford, F-350 XL 4x4 SD Super Cab SRW Pick-up, Short Bed, 148" WB, X3B	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 223, Ford, F-350 XL 4x4 SD Super Cab SRW Pick-up, Short Bed, 148" WB, X3B	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 224, Ford, F-450 XL 4x4 SD Crew Cab Pick-up - CA of 56, DRW, W4D	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 224, Ford, F-450 XL 4x4 SD Crew Cab Pick-up - CA of 56, DRW, W4D	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 225, Ford, Maverick Super Crew XL AWD, W8F	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 225, Ford, Maverick Super Crew XL AWD, W8F	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 226, Ford, Ranger XL Crew Cab 4x2, R4E	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 226, Ford, Ranger XL Crew Cab 4x2, R4E	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery

Item: 227, Ford, Ranger XL Crew Cab 4x4, R4F	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 227, Ford, Ranger XL Crew Cab 4x4, R4F	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 228, Ford, Ranger XL Super Cab 4x2, R1E	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 228, Ford, Ranger XL Super Cab 4x2, R1E	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 229, Ford, Ranger XL Super Cab 4x4, R1F	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 229, Ford, Ranger XL Super Cab 4x4, R1F	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 230, General Motors, Chevrolet Colorado 4x2 Crew Cab 128.3" WB, 12M43	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 230, General Motors, Chevrolet Colorado 4x2 Crew Cab 128.3" WB, 12M43	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 231, General Motors, Chevrolet Colorado 4x2 Extended Cab 128.3" WB, 12M53	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 231, General Motors, Chevrolet Colorado 4x2 Extended Cab 128.3" WB, 12M53	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 232, General Motors, Chevrolet Silverado 1500 Crew Cab 2WD (Standard Bed 147.4" WB), CC18543	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 232, General Motors, Chevrolet Silverado 1500 Crew Cab 2WD (Standard Bed 147.4" WB), CC18543	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 233, General Motors, Chevrolet Silverado 1500 Double Cab 2WD 147" WB (Standard Bed 147.4" WB), CC18753	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 233, General Motors, Chevrolet Silverado 1500 Double Cab 2WD 147" WB (Standard Bed 147.4" WB), CC18753	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 234, General Motors, Chevrolet Silverado 1500 Regular Cab RWD (Long Bed 139.6" WB), CC18903	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 234, General Motors, Chevrolet Silverado 1500 Regular Cab RWD (Long Bed 139.6" WB), CC18903	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 235, General Motors, Chevrolet Silverado 2500HD Crew Cab 2WD (Standard Bed 158.9" WB), CC20743	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 235, General Motors, Chevrolet Silverado 2500HD Crew Cab 2WD (Standard Bed 158.9" WB), CC20743	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 236, General Motors, Chevrolet Silverado 2500HD Double Cab 2WD (Standard Bed 149.4" WB), CC20753	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 236, General Motors, Chevrolet Silverado 2500HD Double Cab 2WD (Standard Bed 149.4" WB), CC20753	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 237, General Motors, Chevrolet Silverado 2500HD Regular Cab 2WD (Long Bed 141" WB), CC20903	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 237, General Motors, Chevrolet Silverado 2500HD Regular Cab 2WD (Long Bed 141" WB), CC20903	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 238, General Motors, Chevrolet Silverado 3500HD Crew Cab 2WD SRW (Standard Bed 158" WB), CC30743	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 238, General Motors, Chevrolet Silverado 3500HD Crew Cab 2WD SRW (Standard Bed 158" WB), CC30743	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 239, General Motors, Chevrolet Silverado 3500HD Double Cab 2WD SRW (Long Bed 162" WB), CC30953	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery

Item: 239, General Motors, Chevrolet Silverado 3500HD Double Cab 2WD SRW (Long Bed 162" WB), CC30953	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 240, General Motors, Chevrolet Silverado 3500HD Regular Cab 2WD SRW (Long Bed 141" WB), CC30903	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 240, General Motors, Chevrolet Silverado 3500HD Regular Cab 2WD SRW (Long Bed 141" WB), CC30903	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 241, Nissan, Frontier Crew Cab S 2WD 6 Cylinder, 32112	Hart Nissan	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 241, Nissan, Frontier Crew Cab S 2WD 6 Cylinder, 32112	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 242, Nissan, Frontier King Cab S 2WD 6 Cylinder, 31112	Hart Nissan	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 242, Nissan, Frontier King Cab S 2WD 6 Cylinder, 31112	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 243, Nissan, Titan S Crew Cab 2WD Shortbed, 38112	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 243, Nissan, Titan S Crew Cab 2WD Shortbed, 38112	Hart Nissan	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 244, Nissan, Titan S King Cab 2WD, 37112	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 244, Nissan, Titan S King Cab 2WD, 37112	Hart Nissan	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 245, Stellantis, Jeep Gladiator Sport 4x4, JTJL98	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 245, Stellantis, Jeep Gladiator Sport 4x4, JTJL98	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 246, Stellantis, Ram 1500 Classic Tradesman Light Duty Crew Cab 4X2 140" WB - 5' 7" Bed, DS1L98	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 246, Stellantis, Ram 1500 Classic Tradesman Light Duty Crew Cab 4X2 140" WB - 5' 7" Bed, DS1L98	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 247, Stellantis, Ram 1500 Classic Tradesman Light Duty Crew Cab 4X4 140" WB - 5' 7" Bed, DS6L98	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 247, Stellantis, Ram 1500 Classic Tradesman Light Duty Crew Cab 4X4 140" WB - 5' 7" Bed, DS6L98	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 248, Stellantis, Ram 1500 Classic Tradesman Light Duty Quad Cab 4X2 140" WB - 6' 4" Box, DS1L41	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 248, Stellantis, Ram 1500 Classic Tradesman Light Duty Quad Cab 4X2 140" WB - 6' 4" Box, DS1L41	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 249, Stellantis, Ram 1500 Classic Tradesman Light Duty Quad Cab 4X4 140" WB - 6' 4" Box, DS6L41	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 249, Stellantis, Ram 1500 Classic Tradesman Light Duty Quad Cab 4X4 140" WB - 6' 4" Box, DS6L41	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 250, Stellantis, Ram 1500 Classic Tradesman Light Duty Regular Cab 4X2 120.5" WB - 5' 7" Box, DS1L61	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 250, Stellantis, Ram 1500 Classic Tradesman Light Duty Regular Cab 4X2 120.5" WB - 5' 7" Box, DS1L61	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 251, Stellantis, Ram 1500 Classic Tradesman Light Duty Regular Cab 4X4 120.5" WB - 5' 7" Box, DS6L62	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 251, Stellantis, Ram 1500 Classic Tradesman Light Duty Regular Cab 4X4 120.5" WB - 5' 7" Box, DS6L62	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 252, Stellantis, Ram 1500 HFE Crew Cab 4x2 (144.5 in WB 5' 7" box), DTE198	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery

Item: 253, Stellantis, Ram 1500 Tradesman Crew Cab 4X2 (144.5 in WB 5' 7" box), DT1L98	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 253, Stellantis, Ram 1500 Tradesman Crew Cab 4X2 (144.5 in WB 5' 7" box), DT1L98	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 254, Stellantis, Ram 1500 Tradesman Crew Cab 4X4 (144.5 in WB 5' 7" box), DT6L98	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 254, Stellantis, Ram 1500 Tradesman Crew Cab 4X4 (144.5 in WB 5' 7" box), DT6L98	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 255, Stellantis, Ram 1500 Tradesman Quad Cab 4X2 (140 in WB 6' 4" box), DT1L41	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 255, Stellantis, Ram 1500 Tradesman Quad Cab 4X2 (140 in WB 6' 4" box), DT1L41	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 256, Stellantis, Ram 1500 Tradesman Quad Cab 4X4 (140 in WB 6' 4" box), DT6L41	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 256, Stellantis, Ram 1500 Tradesman Quad Cab 4X4 (140 in WB 6' 4" box), DT6L41	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 257, Stellantis, Ram 2500 Regular Cab 4X2 140" WB - 8ft. Box, DJ2L62	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 257, Stellantis, Ram 2500 Regular Cab 4X2 140" WB - 8ft. Box, DJ2L62	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 258, Stellantis, Ram 2500 Regular Cab 4X4 140" WB - 8ft. Box, DJ7L62	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 258, Stellantis, Ram 2500 Regular Cab 4X4 140" WB - 8ft. Box, DJ7L62	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 259, Stellantis, Ram 2500 Tradesman Crew Cab 4X2 (149 in WB 6' 4" box), DJ2L91	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 259, Stellantis, Ram 2500 Tradesman Crew Cab 4X2 (149 in WB 6' 4" box), DJ2L91	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 260, Stellantis, Ram 2500 Tradesman Crew Cab 4X4 (149 in WB 6' 4" box), DJ7L91	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 260, Stellantis, Ram 2500 Tradesman Crew Cab 4X4 (149 in WB 6' 4" box), DJ7L91	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 261, Stellantis, Ram 3500 Tradesman 4X2 Heavy Duty Crew Cab 149" - WB 6'4" Box, D23L91	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 261, Stellantis, Ram 3500 Tradesman 4X2 Heavy Duty Crew Cab 149" - WB 6'4" Box, D23L91	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 262, Stellantis, Ram 3500 Tradesman 4X4 Heavy Duty Crew Cab 149" WB - 6'4" Box, D28L91	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 262, Stellantis, Ram 3500 Tradesman 4X4 Heavy Duty Crew Cab 149" WB - 6'4" Box, D28L91	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 271, Daimler, Metris Cargo Van, MMCA2G	Mercedes Benz of Hampton	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 272, Daimler, Metris Passenger Van, MMPV2G	Mercedes Benz of Hampton	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 273, Daimler, Sprinter Cargo Van 2500 144" WB 6 Cylinder, M2CA4G	Mercedes Benz of Hampton	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 274, Daimler, Sprinter Cargo Van 3500 144" WB 6 Cylinder High Roof, M3CA44	Mercedes Benz of Hampton	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 275, Daimler, Sprinter Cargo Van 3500XD 144" WB 6 Cylinder - Standard Roof, MXCA44	Mercedes Benz of Hampton	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 276, Daimler, Sprinter Cargo Van 4500 144" WB 6 Cylinder - High Roof, M4CA44	Mercedes Benz of Hampton	Dogwood, Colonial, Heritage, Chesapeake, No Delivery

Item: 277, Daimler, Sprinter Crew Van 2500 144" WB 6 Cylinder Gas - Standard Roof, M2CV4G	Mercedes Benz of Hampton	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 278, Daimler, Sprinter Crew Van 3500 144" WB - Standard Roof, M3CV44	Mercedes Benz of Hampton	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 279, Daimler, Sprinter Crew Van 3500XD 144" WB - Standard Roof, MXCV44	Mercedes Benz of Hampton	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 280, Daimler, Sprinter Crew Van 4500 144" WB - Standard Roof, M4CV44	Mercedes Benz of Hampton	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 281, Daimler, Sprinter Passenger Van 2500 144" WB 6 Cylinder - High Roof, M2PV44	Mercedes Benz of Hampton	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 282, Ford, Crew Transit Van 150 RWD, E1Z	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 283, Ford, Transit 150 XL 8 Passenger Low Roof Wagon, K1Y	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 283, Ford, Transit 150 XL 8 Passenger Low Roof Wagon, K1Y	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 284, Ford, Transit 350 XL 12 Passenger Low Roof Wagon, X2Y	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 284, Ford, Transit 350 XL 12 Passenger Low Roof Wagon, X2Y	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 285, Ford, Transit Connect XL 7 Passenger Wagon, S9E	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 285, Ford, Transit Connect XL 7 Passenger Wagon, S9E	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 286, Ford, Transit Connect XL Standard Roof Long Wheelbase Cargo Van, S7S	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 286, Ford, Transit Connect XL Standard Roof Long Wheelbase Cargo Van, S7S	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 287, Ford, Transit Connect XL Standard Roof Short Wheelbase Cargo Van, S6S	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 287, Ford, Transit Connect XL Standard Roof Short Wheelbase Cargo Van, S6S	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 288, Ford, Transit T-150 Low Roof Cargo Van - RWD, E1Y	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 288, Ford, Transit T-150 Low Roof Cargo Van - RWD, E1Y	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 289, Ford, Transit T-250 130" WB Low Roof Cargo Van - RWD, R1Y	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 289, Ford, Transit T-250 130" WB Low Roof Cargo Van - RWD, R1Y	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 290, Ford, Transit T-350 130" WB Low Roof Cargo Van - RWD, W1Y	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 290, Ford, Transit T-350 130" WB Low Roof Cargo Van - RWD, W1Y	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 291, General Motors, Chevrolet Express 2500 1WT 135" Cargo Van, CG23405	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 291, General Motors, Chevrolet Express 2500 1WT 135" Cargo Van, CG23405	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 292, General Motors, Chevrolet Express 2500 LS 135" Passenger Van, CG23406	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 292, General Motors, Chevrolet Express 2500 LS 135" Passenger Van, CG23406	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery

Item: 293, General Motors, Chevrolet Express 3500 1WT 135" Cargo Van, CG33405	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 293, General Motors, Chevrolet Express 3500 1WT 135" Cargo Van, CG33405	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 294, General Motors, Chevrolet Express 3500 LS 135" Passenger Van, CG33406	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 294, General Motors, Chevrolet Express 3500 LS 135" Passenger Van, CG33406	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 295, Stellantis, Chrysler Voyager LX, RUCL53	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 295, Stellantis, Chrysler Voyager LX, RUCL53	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 296, Stellantis, Ram Promaster 1500 Cargo Van Low Roof 118" WB, VF1L11	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 296, Stellantis, Ram Promaster 1500 Cargo Van Low Roof 118" WB, VF1L11	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 297, Stellantis, Ram Promaster 2500 Cargo Van Low Roof 136" WB, VF2L12	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 297, Stellantis, Ram Promaster 2500 Cargo Van Low Roof 136" WB, VF2L12	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 298, Stellantis, Ram Promaster 3500 Cargo Van Low Roof 136" WB, VF3L12	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 298, Stellantis, Ram Promaster 3500 Cargo Van Low Roof 136" WB, VF3L12	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 299, Stellantis, Ram Promaster City Tradesman Cargo Van 122.4 IN WB, VMDL51	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 299, Stellantis, Ram Promaster City Tradesman Cargo Van 122.4 IN WB, VMDL51	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery



Virginia Sheriffs' Association

Vehicle and Motorcycle Procurement Program

Invitation for Bids

901 East Byrd Street – Suite 1301
Richmond, Virginia 23219
Main Number – (804) 225-7152
Facsimile – (804) 225-7162

Contact:

Jason Bennett
919-459-8195
jbennett@virginiasheriffs.org

Kaylyn Mitman
919-459-6471
kmitman@virginiasheriffs.org

Virginia Sheriffs' Association Vehicle and Motorcycle Procurement Program – Invitation for Bids

Section I

Pre-Bid Procedures

1.0 PURPOSE

The Virginia Sheriffs' Association (VSA) invites interested vendors, including Dealers, to submit responses in accordance with these solicitation documents. The Virginia Sheriffs' Association will serve as the "Contract Administrator" in the solicitation process and the administration of the resulting contract. The purpose of this Invitation for Bids is to establish a contract with manufacturer's authorized dealers for the purpose of providing vehicles, motorcycles, and equipment on a "no trade-in basis" to members of the VSA.

Trade-ins are not addressed in this Program. If an agency has a desire to offer vehicles/motorcycles/equipment for trade to the dealer, the agency and dealer may do so at their sole discretion, separate and apart from this Program.

1.1 THE VIRGINIA PUBLIC PROCUREMENT ACT

The VSA is not a "public body." However, for the purposes of this agreement, the Virginia Sheriffs' Association will follow the intent and spirit of the Virginia Public Procurement Act (VPPA), Section 2.2-4300 *et seq.* of the Code of Virginia 1950, as amended, except as otherwise specified in this Program.

1.2 JOINT AND COOPERATIVE PROCUREMENT

According to Virginia Code, Chapter 636 §2.2-4304, any Virginia public body may participate in, sponsor, or purchase from the cooperative purchasing contract of the Virginia Sheriffs' Association for the purpose of increasing efficiency or reducing administrative expenses in any acquisition of goods.

The VSA, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the VSA, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a VSA contract.

The VSA assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.

Virginia Sheriffs' Association Vehicle and Motorcycle Procurement Program – Invitation for Bids

1.3 DEFINITIONS

The following terms are defined as follows:

- a) Vehicle and Motorcycle Procurement Program (VMPP) – A program managed by the Virginia Sheriffs' Association for the purpose of providing public procurement of quality goods (motor vehicles, motorcycles and equipment) to support effective and efficient government ensuring the prudent use of public funds. The primary goals of the VMPP are:
 - Providing efficient delivery of products and services;
 - Obtaining best value through competition;
 - Offering fair and equitable competitive contracting opportunities for suppliers; and
 - Maintaining public confidence through ethical and transparent procurement practices.
- b) Contract Administrator – A Virginia Sheriffs' Association representative who is responsible for the procurement process and the administering of the resulting contracts for the Vehicle and Motorcycle Procurement Program.
- c) Cooperative Bid Coordinator – A Virginia Sheriffs' Association representative who is responsible for the day-to-day operations of the Vehicle and Motorcycle Procurement Program.
- d) Vehicle and Motorcycle Procurement Advisory Committee (VPAC) – A body composed of sheriffs, sheriffs' office staff members, and employees of other local governmental agencies in Virginia, and any other person who the VSA identifies as subject matter experts that will assist with the development of bid specifications and evaluation of bid responses.
- e) Contractor – The bidder that has been awarded a contract and agrees to sell vehicles, motorcycles and equipment under the requirements, specifications, and the Invitation for Bids (IFB), to eligible Customers, as defined herein.
- f) Customer – An eligible Customer as defined in Section 1.5.
- g) VendorLink – The Virginia Sheriffs' Association's Bid Award System located <https://www.myvendorlink.com/common/login.aspx> which is the online system created for the submission of all bids, required documents and tabulation of bid results for the specifications contained herein.

Virginia Sheriffs' Association Vehicle and Motorcycle Procurement Program – Invitation for Bids

- h) Invitation for Bids – A solicitation document used in the competitive sealed bidding procedure.
- i) Bid – the response submitted by a bidder to an Invitation for Bids.
- j) Responsible Bidder – means an equipment or vehicle/motorcycle dealer who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability that will assure good faith performance, and who has been prequalified, if required.
- k) Responsive Bidder – means an equipment or vehicle/motorcycle dealer who has submitted a bid that conforms to the requirements of the Invitation for Bids.
- l) Zones – Predetermined regions within Virginia that are used to calculate delivery fees for bidding purposes. (See Zone Map)
- m) VSA Vehicle/Motorcycle Specification Notebook – A resource notebook provided to dealers that contains all vehicle/motorcycle specifications.
- n) Add Option – A product or service provided by the vehicle/motorcycle manufacturer.
- o) Fleet Final Order Date – The model year cutoff date by which vehicles/motorcycles must be ordered as set forth by the manufacturer.
- p) Upfitter – An individual or business who installs non-factory options on a vehicle, motorcycle, or equipment.
- q) Subcontractor or 3rd Party – An individual or business that contract to perform part or the entirety of another individual or business's contract.

The Contractor shall not assign, sublet, subcontract or transfer any of its interest in the contract without written consent of the VSA. Nothing herein shall be construed as creating any personal liability on the part of any employee, officer, or agent of the VSA, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the VSA and Contractor.

- r) MSRP – The manufacturer's suggested retail price, which represents the manufacturer's recommended retail selling price, list price, published price, or other usual and customary price that would be paid by the purchaser. The following are acceptable sources of current MSRPs and MSRP lists for use in the submission of bids and the resulting contract:

Virginia Sheriffs' Association Vehicle and Motorcycle Procurement Program – Invitation for Bids

- 1) Manufacturer's computer printouts; Ford – DORA, General Motors – GM AUTOBOOK; or approved equivalent
- 2) Chrome Systems, Inc.'s PC Carbook (for instance, PC Carbook Plus and PC Carbook Fleet Edition)
- 3) Manufacturer's Annual US Price Book
- 4) Manufacturer's official website
- 5) Edmunds (no subscription required)

(Note some of the above resources require a paid subscription)

- s) Special Service Vehicle/Motorcycles (SSV) – Specialized vehicles/motorcycles that are generally heavier duty vehicles/motorcycles that may come with specialized option packages that are used for specific tasks but are not recommended by the manufacturer for use as pursuit vehicles/motorcycles.

1.4 COOPERATIVE PROCUREMENT

This procurement program is being conducted by the VSA in accordance with the provisions of the Code of Virginia, Section 2.2-4304, as amended except as modified herein. The VSA, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the VSA, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a VSA contract.

The VSA assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.

1.5 ELIGIBLE CUSTOMERS OF VMPP

The VMPP is available to all Virginia public bodies.

All Customers are bound by their individual governing purchasing ordinances, rules and regulations. All Contractor/dealers are governed by their manufacturer's agreement. See also Section 1.8 Funding.

Virginia Sheriffs' Association Vehicle and Motorcycle Procurement Program – Invitation for Bids

1.6 TERM OF CONTRACT

If awarded, a contract shall remain in effect for a one-year period or until the next official VSA contract is awarded. A contract may be renewed by mutual agreement between the VSA and the Contractor, at the sole option and discretion of the VSA, for up to two additional consecutive years, on a year-to-year basis.

The VSA will award one contract that will remain in effect for one (1) year from the date of contract execution by the VSA Contract Administrator.

Contract renewals will only be executed when conditions indicate it is in the best interest of the VSA and the Customers.

In the event that a contract is continued beyond the term provided by mutual consent the contract may be extended up to 180 days at the discretion of the VSA, shall be carried out on a month-to-month basis only, and shall not constitute an implied renewal of the contract. Said month to month extension shall be upon the same terms of the contract and at the compensation and payment provided herein.

If the successful bidder is awarded a contract under this IFB, the prices quoted by the successful bidder on the bid forms shall remain fixed and firm during the term of the contract unless determined by the Contract Administrator that a change in price is in the best interest of the program.

Any approved price increases must be in accordance with §3.7 of this Invitation for Bids.

1.7 SHERIFFS' PURCHASING AUTHORITY

The sheriff does not necessarily have independent statutory authority to contract on behalf of or bind the resources of the county or city unless delegated this authority by the local governing body. Therefore, it may be necessary for the sheriff and/or an appropriate official of the local public body to sign any necessary agreements between the Contractor and Customer.

1.8 FUNDING

The continuation of the terms, conditions, and provisions of a resulting contract beyond June 30 of any year, the end of the public body's fiscal year, are subject to approval and ratification by the governing body and appropriations by them of the necessary money to fund said contract for each succeeding year. In the event of non-appropriation of funds, the contract shall be automatically terminated with no recourse for the Contractor.

Virginia Sheriffs' Association Vehicle and Motorcycle Procurement Program – Invitation for Bids

1.9 COMMUNICATIONS

Communications between a bidder, its representative(s) and the VSA are limited to matters of process or procedure. Requests for additional information or clarifications must be made through electronic communication to the VSA Contract Administrator no later than ten (10) calendar days prior to the scheduled bid opening date; all electronic communication must be sent to jbennett@virginiasheriffs.org.

During this Invitation for Bids period, all questions/communication will only be accepted through electronic communication directly to the VSA Contract Administrator. All electronic communication should be addressed to jbennett@virginiasheriffs.org. All questions and communications, and their associated responses will be posted to the VSA Procurement website.

The VSA will issue replies to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the deadline for submitting a bid.

Bidders should not rely on representations, statements, or explanations other than those made in this Invitation for Bids or in any written addendum to this IFB. Bidders should verify with the VSA Contract Administrator prior to submitting a bid that all addenda have been received.

1.10 CONTRACTOR'S AUTHORIZATION TO TRANSACT BUSINESS

A. The VSA shall include in every written contract a provision that a contractor organized as a stock or nonstock 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 or as otherwise required by law. Refer to The Virginia State Corporation Commission Registration Information Form.

B. Any bidder described in subsection A that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the chief executive of a local public body.

Virginia Sheriffs' Association Vehicle and Motorcycle Procurement Program – Invitation for Bids

C. Any business entity described in subsection A that enters into a contract with a public body pursuant to this chapter shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract.

D. The VSA may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

1.11 VEHICLES/MOTORCYCLES, LICENSED DEALER

Bidders must be licensed with the Virginia Motor Vehicle Dealer Board at the time of bid submission. Proof of membership is required at the time of a bidder's electronic bid submission.

1.12 REFERENCES

Bidders shall furnish the names, addresses, and telephone numbers on company letterhead of a minimum of five (5) firms or government organizations for which the Contractor is currently providing or has provided similar services. Two (2) of the references must be government related. A dealer participating for the first time in government fleet sales/bidding may be considered exempt from this requirement if they can demonstrate to the satisfaction of the VSA Contract Administrator that they have the appropriate facility, staffing, and financial resources to support the contract should they receive an award. See Section 1.13 Bidder Qualifications.

1.13 BIDDER QUALIFICATIONS

In order for bids to be considered, bidders to the Virginia Sheriffs' Association's Vehicle and Motorcycle Procurement Program (VMPP) must submit with their bid, evidence that they are qualified to satisfactorily perform the specified service and provide the specified good. Evidence shall include all information necessary to certify that the bidder maintains a permanent place of business; is an authorized distributor of the items specified in its bid; has not had sustained claims filed against the bidder or the bidder's firm; and has provided similar type products or services previously. The evidence also will consist of listings of contracts for similar products or services that have been provided to public and private sector clients and letter(s) from the manufacturer that the bidder is an authorized distributor for the proposed manufacturer. See Section 1.21 Submittal of Bid.

Virginia Sheriffs' Association Vehicle and Motorcycle Procurement Program – Invitation for Bids

1.14 DRUG FREE WORKPLACE

This provision only applies to contracts valued in excess of \$10,000:

During the performance of this 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 chapter, 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.

1.15 EMPLOYMENT DISCRIMINATION

The bidder certifies that he/she is in compliance with all local, state, and federal laws, relative to equal employment opportunity for all persons without regard to race, color, religion, sex, or national origin or other protected categories.

1.16 COMPLIANCE

- 1) All public bodies shall provide in every written contract that the contractor does not and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

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2) Compliance with state law; foreign and domestic businesses authorized to transact business in the Commonwealth.

A. All public bodies shall include in every written contract a provision that a contractor organized as a stock or nonstock 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 or as otherwise required by law.

B. Pursuant to competitive sealed bidding or competitive negotiation, all public bodies shall include in the solicitation a provision that requires a bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 to include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder is not required to be so authorized.

C. Any bidder described in subsection B that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Director of the Department of General Services or his designee or by the chief executive of a local governing body.

D. Any business entity described in subsection A that enters into a contract with a public body pursuant to this chapter shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract.

E. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

1.17 LATE BIDS

Any electronic bid(s) received after the time and date specified on the IFB Calendar will be rejected by the VSA and the VendorLink System and all documentation will be returned to the bidder unopened. An electronic bid is considered received by

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the VSA when a bidder saves its base vehicle/motorcycle and option pricing, and all required documents on the VendorLink website. All electronic bids are final at the date and time the VendorLink website closes.

The responsibility for submitting an electronic bid before the stated time and date deadline is solely and strictly the responsibility of the bidder. The VSA is not responsible for delays caused by any occurrence.

Each bidder is responsible for ensuring that his or her electronic bid is submitted before the deadline outlined in the IFB Calendar. If an electronic bid is not submitted by the bid due date and time specified on the IFB Calendar, the bid is rejected.

1.18 BID SUBMISSION

Electronic Bid – As noted on the published IFB Calendar, all electronic bid submissions must be submitted through the VendorLink system before electronic bid closing.

All electronic bids will remain sealed until the time of the public bid opening, as published on the IFB calendar. At this time, all submitted bids will be read aloud. The only bids read aloud will be those submitted electronically through the VendorLink system.

1.19 VendorLink

VendorLink is the Virginia Sheriffs' Association's Bid Award System. Access to the system requires a login and user password. To obtain a login and password, bidders must complete an annual registration provided through VendorLink.

All prospective bidders are encouraged to download and review the bid submission checklist and reference guide located on the VendorLink website each year to obtain the most current terms and conditions of the contract as well as instructions for entering bid specifications and pricing.

Questions regarding the use of the VendorLink website, including those regarding VendorLink username and passwords, should be addressed to Kaylyn Mitman at kmitman@virginiasheriffs.org.

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1.20 VSA COMMISSION FEES FOR ALL SPECIFICATIONS

Bidders must include a three-quarters-of-one percent (.0075) commission fee in their base bid prices, and their quotes and pricing for all additional equipment items (Add Options), excluding any state regulated fees including tags. The three quarters of one percent fee will be incorporated into, and made a part of, the total invoice amount and shall not be treated or added as a separate line item. Fees are based on the total invoice cost of the new vehicle, motorcycle or piece of equipment. No other commission fee(s) will be applicable to any transaction relative to the contract.

1.21 SUBMITTAL OF BID

Bidders must submit their bid electronically via the Virginia Sheriffs' Association's Bid Award System (VendorLink).

Bidders must bid a requested VSA option by first offering the requested item if available from the factory. If this option is satisfied by the addition of a manufacturer's package that contains other items, then it must be indicated in VendorLink in the option line and verifiable via audit. If the package offered to satisfy the request requires another factory option, then that factory option must also be indicated and referenced. If the item is a package and available as a free-flowing option to the base vehicle/motorcycle, then the manufacturer's MSRP governs and becomes the ceiling price. If the item is a package that changes the manufacturer's model number, then the recognized MSRP computation will govern and define the ceiling price.

Bid prices are to be rounded down to the nearest dollar. Bids can be entered more than once, however, only the last bid entered into the VendorLink system before the bid solicitation is closed will be considered in the award process.

For information on late bids please refer to §1.17 LATE BIDS.

The Specifications and Bid Form, available on the VendorLink website, must be completed with the dealership name, contact person, telephone number and mobile phone number.

Separate bid packages must be submitted for each individual dealership for which a bid was submitted through VendorLink. If a dealership is bidding on separate

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vehicles/motorcycles from different manufacturers, the dealership must submit separate bid packages for each manufacturer.

Bid packages not including all required documentation, listed below, may result in a bidder's disqualification from the bidding process. See section 1.23 – Responsiveness to the Requirements of the IFB.

The bid package must include:

- Invitation for Bids Cover Page. Bidder must complete the Cover Page in its entirety and must indicate by signature on the form that the bidder has read and understands the provisions contained in this Invitation for Bids.
- Proof of membership with the Virginia Vehicle Dealer Board
- Specifications and Bid Form
- The Virginia State Corporation Commission Registration Information Form
- The VSA Vehicle Procurement Program's Drug Free Workplace Form
- Insurance Checklist
- Manufacturer Certification Form
- A printed copy of the submitted bid (printed after final electronic bid submission takes place)
- Manufacturer's print out (Ford – "Dora"; General Motors – "GM Autobook"; or approved equivalent) for each vehicle or motorcycle on which a bid is submitted. The manufacturer's print-out shall indicate an order code for the manufacturer's base model, all standard equipment, and any optional components required to provide the base vehicle/motorcycle as outlined in the Invitation for Bids. Dealer installed aftermarket components are required to meet the base vehicle/motorcycle specified and must be identified, in writing, on the manufacturer's printout.
- For specifications that do not produce a manufacturer's print-out, the bid package must include manufacturer's documentation that includes standard

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equipment and such other information that provides verification that such item meets the base specifications.

- Pricing sheet for emergency vehicle/motorcycle lighting (when applicable)
- By virtue of its bid submission, bidder acknowledges its obligation to sell vehicles/motorcycles in all Zones for which it is awarded.

1.22 PUBLIC BID OPENING PROCESS AND ELECTRONIC POSTING OF BIDS

Sealed bids will be opened at the date, time, and place indicated in the IFB Calendar and will be evaluated thereafter. Bidders may attend, but it is not a requirement.

The VSA Cooperative Bid Coordinator will electronically post the initial bid tabulation results and any and all awards on the VendorLink website according to the timetable outlined in the IFB Calendar.

If the posting of the initial bid tabulation results is delayed, the VSA Cooperative Bid Coordinator will send electronically a message to all bidders a notice of the delay and will give a revised date for posting of results.

1.23 RESPONSIVENESS TO THE REQUIREMENTS OF THE IFB

All bids will be evaluated to determine the responsiveness to the requirements of the IFB. Bids that do not meet all requirements of this solicitation, or fail to provide all required information, documents, or materials may be rejected as nonresponsive.

A bidder must have the necessary facilities, personnel, and expertise, and must be prepared, if requested by the VSA Contract Administrator, to present evidence of such experience, including evidence of EVT certified technicians to perform installation of emergency lighting for applicable specifications.

The VSA Contract Administrator reserves the right to investigate or inspect at any time during the evaluation period, and the contract period, whether the product, qualifications, or facilities offered by the bidder meet the contract requirements.

Bidders, whose bids, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements

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of the contract may be rejected. The VSA Contract Administrator may use discretion in determining which bids meet the requirements of this solicitation, and which respondents are responsive and responsible.

The VSA Contract Administrator may use discretion in accepting or rejecting any and all bids, or separable portions thereof, in whole or in part; and/or make or limit awards either as individual items or as a total combined bid; and to waive any informality if determined that doing so will serve the best interest of the VSA and other public bodies of the Commonwealth of Virginia. The VSA Contract Administrator may reject any responses not submitted in the manner specified by solicitation documents.

1.24 BASIS FOR AWARD

The VSA Contract Administrator will award the contract to the lowest responsive and Responsible Bidder by specification, by manufacturer, and by zone.

The Add Options in the IFB shall be for informational purposes only. See Section 1.58 Option Pricing for additional criteria.

The VSA reserves the right to make multiple awards if deemed in the best interest of the VSA.

1.25 ZONE BIDDING

Bidders are allowed to direct their bid to one or more geographic Zones depicted on the zone map. A space within the bid section for each specification in VendorLink is provided for the bidder to indicate zone bidding. In the absence of any indication to the contrary, all bids will be considered statewide. In addition to the four Zones, as indicated on the zone map, all dealers will have a fifth option to bid in a separate category that will not charge the Customer a delivery fee.

1.26 TAX EXEMPTIONS FOR CUSTOMERS

All state and federal tax exemptions applicable to the units of public bodies of the Commonwealth of Virginia will apply. It is the Customer's responsibility to comply with any federal, state, and local tax requirements.

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1.27 TAX EXEMPTIONS FOR THE VSA

The VSA is a 501(c) (6) organization and exempt from all Federal Excise and State Taxes. The association's tax id number is 54-1020904.

1.28 SPECIFICATIONS

All vehicles, motorcycles and equipment listed in the VSA Vehicle and Motorcycle Specifications Notebook shall be the manufacturer's current basic production model, and shall, at a minimum, be equipped with ALL standard factory equipment in accordance with the manufacturer's latest literature. Bidders must supply a unit that either meets or exceeds all the requirements included in the applicable detailed specifications.

All bidders will be required to bid on the models listed in each designated specification and not on any variation of the specifications.

All vehicles, motorcycles and equipment offered to satisfy an Invitation for Bids must be designed, constructed, and installed to be fully suitable for their intended use and service.

All current contract year vehicle and motorcycle specifications can be found in the VSA Vehicle and Motorcycle Specification Notebook and on the VendorLink website.

1.29 POLICE RATED VEHICLES

Police rated vehicles are vehicles that have been reviewed by one or more of the nationally recognized authorities (see below) on Police Vehicle Testing Program/Evaluation. These vehicles were historically referred to as "Pursuit rated."

These evaluations have not been confirmed or independently verified by the VSA and are not designed to recommend a particular product to a Customer but to serve as a resource of information on vehicles which are currently being offered for police service. To see the full detailed report, utilize the links below.

The level of importance placed on these evaluations is a subjective decision which should be made by each Customer based upon that Customer's needs.

For the purpose of this bid specification the recognized authorities are as follows:

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STATE OF MICHIGAN

Department of State Police and Department of Technology, Management and Budget

Police Vehicle Evaluation Program

http://www.michigan.gov/documents/msp/VehicleTestBook2014_448152_7.pdf

LOS ANGELES SHERIFF'S DEPARTMENT

Law Enforcement Vehicle Test and Evaluation Program

http://shq.lasdnews.net/shq/vehicle_testing/2014_vehicle.pdf

1.30 VEHICLES AND MOTORCYCLES

Vehicle/motorcycle shall meet all applicable Federal, Commonwealth of Virginia, and OSHA safety requirements.

Inspection as required by Title 46.1, Chapter 4, Article 10 of the Code of Virginia shall be performed by dealer prior to delivery.

Service preparation shall be performed by the dealer, according to manufacturer's specifications. If vehicles/motorcycles are delivered without proper dealer preparation, it shall be the dealer's responsibility to pick up, service and re-deliver.

Dealer logos of any type shall not be allowed on vehicles/motorcycles purchased.

Any previous or current safety issues concerning recalls by the manufacturer must be addressed prior to delivery and acceptance of vehicles/motorcycles.

1.31 FACTORY ORDERED OPTIONS

All factory ordered options are to be "original equipment manufacturer (OEM) and factory installed" unless otherwise noted by the Contractor and acknowledged in writing by both the Contractor and the Customer. Verbal agreements will not be recognized.

1.32 FEDERAL AND STATE VEHICLE/MOTORCYCLE MANUFACTURING STANDARDS

In addition to the equipment set out by the specifications listed in the VSA Specifications Notebook, vehicles/motorcycles shall be equipped with all standard equipment as specified by the manufacturer for this model. All vehicles,

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motorcycles and equipment offered to satisfy this Invitation for Bids must comply with all Environmental Protection Agency emission standards, federal motor vehicle safety standards as established by the US Department of Transportation, National Highway Transportation Safety Administration, regarding the manufacture of motor vehicles/motorcycles.

1.33 EXECUTION OF BID

The bid must contain a manual signature of a dealership's authorized representative in the space provided on the Invitation for Bids Cover Page. Failure to properly sign and submit the Invitation for Bids Cover Page will invalidate the bidder's submission and it shall NOT be considered for award. All bid forms must be completed in pen and ink or typewritten.

Vehicle and Motorcycle specifications CANNOT be changed or altered in any way. Altered bids will not be considered after the VendorLink system closes for bids. If a clarification of the submitted bid is required, the request for clarification shall be in electronic format and should be addressed to jbennett@virginiasheriff.org.

1.34 NO BID

If a dealer is not submitting a bid the dealer should respond to the VSA by returning the No Bid Form and explain the reason for not bidding.

1.35 MISTAKES

Mistakes discovered following bid opening but prior to award:

If there is a significant and obvious disparity between the prices of the lowest apparent Responsive Bidder and other bidders, the low bidder may be contacted by the VSA to confirm the bid price. This does not relieve a bidder from the responsibility for the submission of a correct bid. If the bidder then alleges a mistake in the bid and can provide clear and convincing evidence that supports the existence of a clerical error to the satisfaction of the VSA, the bid may be withdrawn and not re-bid in accordance with the withdrawal procedure provided herein.

Mistakes discovered after award:

Bids containing mistakes by bidders shall not be withdrawn after award of a contract or issuance of a purchase order, unless determined otherwise by the Contract Administrator.

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1.36 CONDITION AND PACKAGING

Any item offered or shipped shall be the latest new and current model offered (most current production model at the time of this Invitation for Bids). All shipping containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

1.37 UNDERWRITERS' LABORATORIES (UL)

Unless otherwise stipulated in the IFB, all manufactured items and fabricated assemblies shall be U.L. listed or re-examination listed where such has been established by U.L. for the item(s) offered and furnished.

1.38 EQUIVALENTS

Unless otherwise provided in the Invitation for Bids, the name of a certain brand, make or manufacturer shall not restrict bidders to the specific brand, make or manufacturer named and shall be deemed to convey the general style, type, character, and quality of the article desired. Any article that the VSA 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.

1.39 GOVERNING LAW

In event of any dispute under the Program the parties agree to the exclusive jurisdiction of the Circuit Court of the City of Williamsburg and County of James City, Virginia and waive any and all objections to such venue.

1.40 PATENTS AND ROYALTIES

The bidder, without exception, shall indemnify and hold harmless the VSA, its officers, members, and its employees from liability of any nature or kind, including without limitation, costs, expenses, and attorneys' fees, for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the VSA.

If the bidder uses any design, device, or materials covered by letters, patents, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

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1.41 PROPRIETARY INFORMATION

Trade secrets or proprietary information submitted by a bidder or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of § 2.2-4317 of the VPPA shall not be subject to the Virginia Freedom of Information Act (§ 2.2-3700 et seq.); however, the bidder, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.

1.42 PERMITTED CONTRACTS WITH CERTAIN RELIGIOUS ORGANIZATIONS; PURPOSE; LIMITATIONS

The Virginia Sheriffs' Association does not discriminate against faith-based organizations.

1.43 AMERICANS WITH DISABILITY ACT (ADA)

To request ADA material in accessible format, sign language interpreters, information on access for persons with disabilities, and/or any accommodation to review any document or participate in any VSA-sponsored proceeding, please contact Jason Bennett at 919-459-8195 or jbennett@virginiasheriffs.org.

1.44 BID TABULATIONS

Bidders desiring a copy of VendorLink's bid tabulation may request same by enclosing a self-addressed stamped envelope with the bid along with a written request for the bid tabulation.

1.45 REQUESTS FOR CLARIFICATION AND ADDENDA

In case of doubt as to the meaning or intent of any items contained in the IFB, inquiry should be made to the VSA Contract Administrator prior to the Pre-Bid Conference via e-mail or at the Pre-Bid Conference in person. Telephone clarifications will not be accepted, and no clarifications will be accepted after the date listed in the IFB Calendar. All requests for clarification from bidders and VSA responses will be posted on the VSA Procurement website by the date listed on the IFB Calendar.

The submission of a bid presumes the bidder thoroughly understands the terms and the specifications.

If any person contemplating submission of a Bid under this Invitation for Bids is in doubt as to the meaning of the specifications in the IFB or any part thereof, the

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Bidder must submit to the VSA at least ten (10) calendar days prior to the scheduled Bid opening, a request for clarification. All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery.

Any questions or clarifications concerning this Invitation for Bids shall be submitted in writing by mail or facsimile to the Virginia Sheriffs' Association, Vehicle and Motorcycle Procurement, 901 East Byrd Street, Suite 1301, Richmond, Virginia 23219 or by email to jbennett@virginiasheriffs.org with the IFB Title referenced on all correspondence.

Any interpretations will be made only by Addendum issued by the VSA Contract Administrator. All addenda will be posted on the VendorLink website.

All Bidders will be required to acknowledge any formal addenda by signing in the space provided on the formal addendum and including the signed acknowledgement along with the bidder's bid package. Failure to acknowledge receipt of addendum by a bidder will deem its Bid non-responsive.

1.46 COLLUSION

Related parties mean bidders, or the principals thereof, which have a direct or indirect ownership interest in another bidder for the same contract, or in which a parent company or the principals thereof of one (1) bidder has a direct or indirect ownership interest in another bidder for the same contract.

Bids from Related Parties – Where two (2) or more related parties each submit a bid for any contract, such bids or bids shall be presumed to be collusive. Bids found to be collusive shall be rejected.

The foregoing presumption may be rebutted by presentation of evidence as to the extent of ownership, control, and management of such related parties in the preparation and submittal of such bids.

Bidders who have been found to have engaged in collusion will be suspended for a minimum of one contract year. The bidder may be permanently barred if collusive bidding occurs more than once in a five-year period. Any contract resulting from collusive bidding may be terminated for default.

Dealerships and their representatives may submit multiple bids without conflict of collusion as long as the bid submitted is not from the same manufacturer and product line. Dealerships which share the same ownership may submit multiple

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bids also without conflict of collusion as long as the bidders are not in the same region, as shown in the zone map, with the same manufacturer and product line.

1.47 GRATUITIES

Bidders shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the VSA.

1.48 SIGNED BID CONSIDERED AN OFFER

The signed bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval and award by the VSA. In case of default on the part of the Contractor after the acceptance of the bidder's offer, the VSA may procure the items or services from other sources and hold the bidder or Contractor responsible for any excess cost occasioned or incurred thereby.

1.49 TIE BIDS

In the case of a tie bid, preference shall be given to goods produced in Virginia, goods or services or construction provided by Virginia persons, firms or corporations; otherwise, the tie shall be decided by lot.

1.50 DELIVERY TIME

Bidders shall specify on the attached Bid Form, the delivery time (in calendar days) for each item. The delivery time must be a firm delivery period; ranges will be accepted, i.e.: 12-14 days. Delivery time may be considered a factor in making an award.

Delivery shall be within the regular business working hours of the Customer, Monday through Friday, excluding holidays.

1.51 RIGHT TO AUDIT

The Contractor must establish and maintain a reasonable accounting system that enables the Virginia Sheriffs' Association to readily identify the Contractor's fleet sales.

VSA, and its authorized representatives, shall have the right to audit, examine, and make copies of, or extracts from, all of Contractor's financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this program. Similarly, all government sales and potential eligible Customers' information will be available for review and kept by or under the control of the Contractor, including, but not limited to, records kept by the

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Contractor, its employees, agents, assigns, successors, and Subcontractors. The records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files (including successful and unsuccessful bids, bid recaps, etc.); all paid vouchers including those for out of pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; memoranda; and correspondence.

The Contractor, shall, at all times during the term of a contract and for a period of three (3) years after the completion of a contract, maintain the above referenced records, together with supporting or underlying documents and materials. The Contractor shall at any time during the three (3) year period, whether during or after completion of this contract, and at Contractor's own expense make these records available for inspection and audit (including copies and extracts of records as required) by the VSA when requested. The records shall be made available to the VSA (subject to a three-day written notice) during normal business hours.

VSA, at its option, may select the Contractor's office or place of business or an offsite location for the audit. The VSA may also allow the Contractor to provide financial records, together with the supporting or underlying documents and records, via email or telephone for audit at a time and location that is convenient for the VSA.

The Contractor shall ensure the VSA has this same right of access to information with Contractor's employees, agents, assigns, successors, and Subcontractors. The obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any Subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligation to the VSA.

The costs of any audits conducted under the authority of this right to audit, if not addressed elsewhere, will be borne by the VSA unless certain exemption criteria set forth below are met. If the audit identifies underreporting, overpricing, or overcharging (of any nature) by the Contractor to the Customer in excess of three (3%) of the total contract billings, the Contractor shall reimburse the VSA for the total costs of the audit. If the audit discovers findings related to fraud, misrepresentation, or nonperformance, the VSA may recoup all of the costs of the audit work from the Contractor.

Any adjustments and /or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a

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reasonable amount of time (not to exceed 90 days) from presentation of the VSA's findings to the Contractor.

1.52 WITHDRAWALS OF BIDS

A bidder may withdraw its 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.

B. The bidder shall give notice in writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice; or

Under these procedures, the 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 § 2.2-4342.

C. No bid shall be withdrawn under this section 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.

D. If a bid is withdrawn in accordance with this section, the lowest remaining bid shall be deemed to be the low bid.

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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 VSA shall notify the bidder in writing within five business days of its decision regarding the bidder's request to withdraw its bid. If the VSA denies the withdrawal of a bid under the provisions of this section, 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 Bidder and Responsive bidder. At the same time that the notice is provided, the VSA shall return all work papers and copies thereof that have been submitted by the bidder.

1.53 EXCEPTIONS TO IFB

Should a proposed bid not be able to meet one (1) or more of the requirements set forth in this Invitation for Bids, and the bidder is proposing alternatives to said requirements, the bidder must notify the VSA Cooperative Bid Coordinator's Office in writing at least ten (10) days prior to the deadline for submission of bids. The VSA reserves the right to revise the scope of services via addendum prior to the deadline for receipt of bids.

1.54 PRICE MATCHING PREFERENCE

This Program does not recognize a Price Matching Preference for any out of state bidders.

1.55 MODIFICATION OF THE CONTRACT

The contract shall not be amended, modified, or otherwise changed except by the written consent of the Contractor and the VSA given in the same manner and form as the original signing of the contract.

1.56 SPECIFICATION EXCEPTIONS, OMISSIONS OR ERRORS

Specifications are based on the most current manufacturer literature available. Bidder should immediately notify the VSA Contract Administrator of any defects in the specifications or required submittal documents. All notifications of defect must be in writing and submitted prior to the request for clarification deadline.

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Bidder is required to indicate in its bid submissions those options which require additional equipment or model upgrade to obtain the original option. Bidder must also identify those options that are available as a part of a package or group. The factory codes listed in the “Prices” section of the Special Conditions must be used.

Failure of a bidder to comply with these provisions will result in bidder being held responsible for all cost required to bring the vehicle or motorcycle into compliance with the IFB specifications.

1.57 OPTION PRICING

Prices for options submitted by the bidder for emergency vehicle/motorcycle lighting and equipment must include all applicable fees and charges not including installation. No additional charges and fees are allowable.

The bidder shall offer a minimum 6% discount on options which shall be below the Manufacturer's Standard Retail Pricing (MSRP) or manufacturer's published catalog price for any factory add options included in the bid submission. The amounts of discounts for each particular add option beyond the 6% discount shall be decided by the bidder.

When Add Options listed are included in the base vehicle/motorcycle, the bidder must submit options as “included” or “standard (STD).” The bidder must use proper factory codes for all factory Add Options. Options available through the factory MUST be bid and supplied to the Customer as factory options unless requested otherwise in writing by the Customer.

Options are intended to add or delete equipment and/or features from the base vehicle/motorcycle specification, and to allow for an upgrade or downgrade to a manufacturer's model with a slightly different engine size or horsepower, and as such, should not be made available for purchase separate from the base vehicle/motorcycle. Bidders shall NOT use add or delete options to create a piece of equipment that is different than the base unit called for in the specification.

The bidder must indicate in its bid submission any option requiring the purchase of other options, and also indicate options that are a part of another option.

The use of Options to facilitate the sale of an alternate Manufacturer's product, which is outside the scope of the written base specification, will be construed as

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non-compliant and the bid will be rejected, in whole or part by the VSA Bid Coordinator.

Example – Bidder CANNOT include option upgrades that result in the selling of a vehicle or motorcycle on one specification that is offered as a separate specification in the IFB.

Dealers are required to submit all available factory option pricing through the VendorLink website at the time of the dealer's bid submission. A dealer's factory option pricing will not be a consideration when awarding a contract. A dealer's option pricing submission will only be used by the Customer when ordering vehicles or motorcycles from the Contractor.

1.58 FINANCIAL RESPONSIBILITY

The bidder affirms by his or her signature on the Invitation for Bids Cover Page that he or she:

- Has fully read and understands the scope, nature, and quality of work to be performed or the services to be rendered under this IFB and has the adequate facilities and personnel to fulfill such requirements.
- Accepts the financial responsibility associated with this IFB and declares that he or she has the access to capital (in the form of liquidity or credit lines) in order to meet the financial demands of such award. In assessing financial responsibility, Bidder shall consider items such as the specifications bid, the Zones bid, and the quantity of specifications bid, as well as timing of payment from Customers, which can be 45 days from receipt of invoice.
- Assumes full responsibility that all vehicles or motorcycles delivered to the Customer are free and clear of all outside liens, encumbrances, security interests apart from the dealer floor plan or other dealer inventory finance security interest.

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Section II

Post Award Procedures

2.0 AUTHORITY TO RESOLVE PROTESTED BIDS AND PROPOSED AWARDS

- (a) Right to Protest – Any bidder who is aggrieved in connection with the solicitation for bids or contract award may protest to the VSA Contract Administrator or his or her designee. Protests will be evaluated and resolved under the process set forth below:

(1) Any protest concerning the bid specifications, requirements, and/or terms must be made within seven (7) business days (for the purpose of this section “business day” means a day other than Saturday, Sunday, or a national holiday) prior to the VendorLink system opening for bids. Such protest must be made in writing to the VSA Contract Administrator, or his or her designee, via electronic communication (such as facsimile transmission and/or email) and such protest shall state the particular grounds on which it is based and shall include all pertinent documents and evidence. No protest shall be accepted unless it complies with the requirements of this section. Failure to timely protest bid specifications, requirements, and/or terms is a waiver of the ability to protest the specifications, requirements, and/or terms.

The VSA Contract Administrator will submit the protest to the VPAC for consideration. The VPAC will consider and rule on the protest. The opening of the VendorLink system for bids will not be delayed, absent extraordinary circumstances, due to the protest. The determination of the VPAC is final and binding.

(2) Protests challenging the award of the contract must be made in writing within five (5) business days following the release of the Bid Award Announcement. This award protest will be submitted to the VSA Contract Administrator or his or her designee. All bidders will be notified in writing (which will be transmitted by electronic communication and through the VendorLink website) of any protests following the release of the Bid Award Announcement.

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Protests must state the particular grounds on which it is based and shall include all pertinent documents and evidence. No bid protest will be accepted unless it complies with the requirements of this section.

The Bid Award protest will be immediately forwarded, with all supporting documentation, to the VPAC. The decision of the VPAC will be based solely on the written protest and all accompanying documents. The Bid Award execution of the contract will not be delayed by the consideration of the VPAC. The VSA Contract Administrator will ensure the bid award protest was timely made and will present the protest to the VPAC within three (3) business days.

Failure to timely protest the award of the contract constitutes a waiver of the ability to protest the award.

- (b) Once the bid award protest has been resolved by the VPAC, the VPAC shall promptly issue a decision by electronic communication. The decision shall specifically state the reasons for the action taken.
- (c) Additionally, a copy of each decision by the VPAC shall be mailed by certified mail, immediately after a decision is made, to the protestor.

2.1 TERMINATION FOR DEFAULT

If through any cause within the reasonable control of the Contractor, it shall fail to fulfill in a timely manner, or otherwise violate any of the covenants, contracts, or stipulations material to the agreement, the VSA shall thereupon have the right to terminate the contract.

In that event, the Customer shall compensate the Contractor in accordance with the agreement for all services performed and goods provided prior to termination, net of any costs incurred by the Customer as a consequence of the default.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Customer for damages sustained by the Customer by virtue of any breach of the agreement by the Contractor, and the Customer may reasonably withhold payments to the Contractor for the purposes of set off until such time as the exact amount of damages due to the Customer from the contractor is determined.

All re-procurement cost may be charged against the defaulting Contractor and may result in immediate removal from the VMPP.

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2.2 WARRANTY OF AUTHORITY

Each person signing the contract warrants that he or she is duly authorized to do so and to bind the respective party to the contract.

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Section III

Post Award Performance

3.0 DISPUTES

In case of any doubt or difference of opinion as to the items to be furnished hereunder, the matter will be referred to the VPAC and its decision shall be final and binding on both parties.

In the event of a conflict between the IFB documents, the order of priority of the bid documents shall be as follows: Any agreement resulting from the award of this IFB (if applicable); then Addenda released for this IFB with the latest Addendum taking precedence; then the IFB; then the Awardee's bid.

3.1 SEVERABILITY

In the event any provision of this contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the contract which shall remain in full force and effect and enforceable in accordance with its terms.

3.2 ASSIGNMENT

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, including any or all of its right, title, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the VSA.

3.3 TERMINATION FOR CONVENIENCE OF THE VSA

The VSA, for its convenience, can terminate a contract, in whole or part, without cause by giving written notice to the Contractor of such termination, which shall become effective 90 days following receipt by the Contractor of such notice.

If a contract is cancelled, all documents related in any way to the bid and award will be provided to the VSA. All vehicles, motorcycles and materials shall be dispensed with by agreement between Contractor and Customer.

The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to fulfill the remaining contract requirements, if

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any. The Contractor shall not be entitled to recover any lost profits that the Contractor expected to earn on the balance of the agreement or cancellation charges.

Any payments to the Contractor shall be only to the total extent of the Customer's liability for goods or services delivered prior to the date of notice to terminate the contract.

3.4 INSURANCE AND INDEMNIFICATION

Contractor shall be fully liable for the actions of its agents, employees, partners, or Subcontractors and shall fully indemnify, defend, and hold harmless the Virginia Sheriffs' Association, the participating agencies, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including legal counsels' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by bidder, its agents, employees, partners, or Subcontractors; provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Virginia Sheriffs' Association, and participating agencies.

The Virginia Sheriffs' Association and any participating agencies will give the bidder written notice of any legal action or threatened legal action and the opportunity to take over and settle or defend any such action at the Contractor's sole expense. Contractor shall not be liable for any cost, expense or compromise incurred by the Virginia Sheriffs' Association, or participating agencies in any legal action without Contractor's prior written consent, which shall not be unreasonably withheld.

The Contractor shall be responsible for his or her work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection with this particular project. He or she shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action or operation under the contract or in connection with the work.

The Contractor, at all times during the full duration of work under this contract, including extra work in connection with this project, shall meet the following requirements:

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- Maintain automobile liability insurance including property damage covering all owned, non-owned, or hired automobiles and equipment used in connection with the work.
- No change or cancellation in insurance shall be made without thirty (30) days advance written notice to the VSA Contract Administrator.
- All insurance policies shall be issued by companies authorized to do business under the laws of the Commonwealth of Virginia and these companies must have a rating of at least a B+: VI or better per Best's Key Rating Guide, latest edition.
- Original signed certificates of insurance, evidencing such coverages and endorsements as required herein shall be filed with and approved by the VSA Contract Administrator before work is started.
- The certificate must state the bid number and title. Upon expiration of the required insurance, the Contractor must submit updated certificates of insurance for as long a period as any work is still in progress.

It is understood and agreed that all policies of insurance provided by the Contractor are considered the primary coverage to any insurance or self-insurance the VSA possesses that may apply to a loss resulting from the work performed in this contract.

All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure. No deductibles will be allowed in any policies issued on this contract unless specific safeguards have been established to assure an adequate fund for payment of deductibles by the insured. The adequacy of the fund must be approved by the VSA's Contract Administrator.

The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

"The Contractor hereby agrees to indemnify and hold harmless the VSA, a Virginia non-stock 501(c)(6) corporation, its officers, agents, and employees from all claims for bodily injuries to the public in and up to the amount of \$1,000,000 for per occurrence and for all damages to the property of others in and up to the amount of \$1,000,000 per occurrence in accordance with the insurance requirement set out in the specifications of the IFB. This agreement includes costs of investigation,

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all expenses of litigation, including reasonable legal counsel fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission of any by the Contractor, his agents, servants, or employees, or through the mere existence of the project under contract.”

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the VSA, its officers, agents, and employees, as determined by a court of competent jurisdiction.

The Contractor will notify his or her insurance agent without delay of the existence of the Hold Harmless Agreement contained within and furnish a copy of the Hold Harmless Agreement to the insurance agent or carrier.

The Contractor will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the VSA under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

The Contractor will secure and maintain garage, commercial general liability, and automobile liability policies of Subcontractors. All policies shall be made available to the VSA upon demand. Compliance by the Contractor and all Subcontractors with the foregoing requirements as to carrying of insurance and furnishing copies of the insurance policies shall not relieve the Contractor and all Subcontractors of their liabilities and obligations under any section or provisions of this contract. Contractor shall be as fully responsible to the VSA and the Customer for the acts and omissions of the Subcontractor and of persons employed by them as he is for acts and omissions of persons directly employed by him.

Insurance coverage required in the IFB shall be in force throughout the contract term. Should any Contractor fail to provide acceptable evidence of current insurance within seven days of receipt of written request at any time during the contract term, the VSA shall have the right to consider the contract breached and terminate the contract.

It is understood and agreed that the inclusion of more than one insured under these policies shall not restrict the coverage provided by these policies for an additional insured hereunder with respect to a liability claim or suit by another insured hereunder or an employee of such other insured and that with respect to claims against any insured hereunder, additional insured's hereunder shall be considered members of the public.

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3.5 WARRANTY OF ABILITY TO PERFORM

The Contractor warrants that, to the best of its knowledge, at the time the contract is awarded there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the State Debarred Vendors list maintained by the Virginia Division of Purchases and Supply, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the VSA and the Customer in writing if its ability to perform is compromised in any manner during the term of the contract.

3.6 NON-CONFORMANCE TO CONTRACT CONDITIONS

Items may be tested for compliance with the specifications. Item(s) delivered that do not conform to the specifications may be rejected and returned at Contractor's expense. Any items not delivered as per the delivery date in the bid and/or purchase order may be purchased on the open market by the Customer. Any increase in cost may be charged against the Contractor.

3.7 OPTION TO RENEW

Any contract may be renewed for an additional two (2) years, on a year-to-year basis, if mutually agreed by both parties. VSA is not required to accept a price adjustment for the upcoming year. Any allowable adjustment in price would be effective for the next contractual period, not for the current period.

Prior to completion of each contract term, the VSA may consider an adjustment to price due to increases or decreases in the Consumer Price Index; but in no event will the prices be increased by a percentage greater than the percentage change reflected in the nationally published Consumer Price Index-Goods and Services (Automobile Category), computed 60 days prior to the anniversary date of the contract.

It is the Contractor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any option period, the Contractor's request for adjustment shall be submitted 60 days prior to expiration of the then current contract term.

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The Contractor adjustment request must clearly substantiate the requested increase. If no adjustment request is received from the Contractor within the 60-day period, the VSA will assume that the contractor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period will not be considered.

The VSA reserves the right to accept the renewal adjustment or to allow the contract to terminate and re-advertise for bids, whichever is in the best interest of the VSA.

3.8 NON-PERFORMANCE

Contractor shall at all times during the contract term remain responsive and responsible to the Customer and the VSA. In determining Contractor's responsibility as a vendor, the VSA Contract Administrator shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Contractor's capability to fully satisfy the requirements of the solicitation and the contract.

In some instances, Contractors may be required to develop corrective action plans to address contract deficiencies. In situations where there is evidence the Contractor, fleet sales manager or other representative has demonstrated egregious breaches of the contract or trust to either the VSA or the Customer, the contract will be terminated, and the dealer and its representative may be removed from future solicitations. An egregious breach of contract would be defined as one that would materially change the specifications of the contract or prevent the contracted vehicles/motorcycles/equipment from being delivered to the Customer in a timely manner.

Failure to abide by corrective action plans will result in the contract being terminated and the dealer, and dealer's representative being barred from future competitive bid solicitations at the discretion of the VPAC.

Examples of conditions that would justify termination include, but are not limited to:

- failure to perform the responsibilities of the contract
- refusal to accept orders during the contract period while manufacturer orders are still being accepted for current model year and/or the new year if the vehicle or motorcycle is price protected by the factory

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- charging amounts exceeding MSRP on factory installed items and packages
- requiring the purchase of additional options over and above the base vehicle/motorcycle as a condition of acceptance of order
- providing aftermarket options where factory options are available without the consent of the Customer
- any misrepresentation of optional equipment or service as being “factory” that fails to meet the definition as described in this document
- any other practice deemed to be outside of the intent of the contract

Any Contractor, who is presented with a valid purchase order as a result of a contract award, is required and bound to accept such purchase order and deliver the product; regardless of whether the vehicle/motorcycle is a base model or includes options at a higher cost. The Contractor must deliver this vehicle/motorcycle regardless of profit or loss based on its respective bid. Failure to deliver said vehicles, motorcycles or equipment could result in the Customer and the VSA seeking damages for the difference in cost by ordering the product from another Contractor, plus any legal fees and damages that may be incurred in the process to facilitate a completed order.

All terms and conditions are applicable throughout the term of the contract and not any given “year, make or model” period.

Each report of a lost purchase order will be handled on a case-by-case basis.

3.9 FACTORY INSTALLED

Aftermarket parts, modifications and factory produced parts and components ordered as parts and installed by the Contractor, do not meet the requirements of “Factory Installed” components, and will be rejected for noncompliance with the requirements of the specification.

In the event a component (s) that does not meet the specifications is found to be installed on a vehicle/motorcycle before or after the vehicle/motorcycle has been accepted by the Customer, the Contractor shall be required to replace the vehicle/motorcycle with a vehicle/motorcycle that meets the required specifications, including all factory installed components. In the alternative, the Customer shall decide whether they will accept dealer installed components.

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3.10 EQUITABLE ADJUSTMENT

The VSA may make an equitable adjustment in the contract terms or pricing at its discretion. Adjustments to pricing may occur for various reasons, such as availability of supply (i.e. material surcharge) and extreme and unforeseen volatility in the marketplace. Adjustments may be considered if all the following criteria exist:

1. The volatility is due to causes wholly beyond the Contractor's control
2. The volatility affects the marketplace or industry, not just the particular contract source of supply
3. The effect on pricing or availability of supply is substantial per VSA's discretion.
4. The volatility so affects the Contractor that continued performance of the contract would result in a substantial loss for the Contractor

When a Contractor requests an adjustment, including but not limited to price increases, the following items must be submitted to the VSA Contract Administrator:

1. A letter of request for an adjustment from the Contractor, including the specification number and model listed in the contract, along with the requested changes
2. When requested adjustment is based on production cutoff of a currently listed model, a letter of affirmation from the manufacturer
3. When a requested adjustment includes model changes, manufacturer's documentation of items included in the proposed model must be submitted in order to evaluate if the proposed model meets the base specification
4. Currently published MSRP listing

A contract shall not be amended, modified, or otherwise changed except by the written consent of the Contractor and the customer given in the same manner and form as the original signing of the contract.

The Customer will be notified by the Contract Administrator of any price adjustment through electronic communication within one (1) business day. The Customer will have the option to continue with or cancel the purchase order based on the price adjustments.

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3.11 PRE-DELIVERY SERVICES

To assure proper pre-delivery service, the Contractor shall provide, at time of delivery, a completed copy of the manufacturer's standard retail sale pre-delivery inspection form (examples are listed below)

- Chrysler New Preparation, Inspection and Road Test
- Ford Pre-Delivery Service Record
- GM New Vehicle Inspection Procedure
(or manufacturer's latest pre-delivery form)

3.12 ORDER, DELIVERY, AND LIQUIDATED DAMAGES

A) Order

- 1) Eligible Customers shall issue a purchase order (PO) to the Contractor, and such purchase order shall bear the contract or bid number, specification number, Customer's federal identification number and contact information (phone number and email address). The purchase order shall be placed by the Customer directly with the Contractor and shall incorporate by reference the Invitation for Bids. Required delivery or due dates should be discussed between the Customer and the Contractor at the time of the PO. It is important to note that dealers do not have ANY control over production delays in schedules from the manufacturer.
- 2) The Customer is required to forward an executed copy of the purchase order to the Virginia Sheriffs' Association Cooperative Bid Coordinator (by email, fax, or hard copy) at the time the purchase order is released to the Contractor.
- 3) If a Contractor receives a purchase order for a specification for which they were not awarded, the Contractor must notify the Customer and the Contract Administrator and return the purchase order to the Customer within three (3) business days.
- 4) All vehicles/motorcycles ordered prior to the manufacturer's close of production shall be supplied in the manufacturer's next model run of that class vehicle/motorcycle even it is requires supplying a later model at the original bid prices.

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- 5) The Contractor shall place a purchase order with its manufacturer within ten (10) business days after receipt of purchase order from the Customer. The Contractor shall assure that all orders are placed in full compliance with the specifications and purchase order.
- 6) It is the Contractor's responsibility to ensure that the vehicle/motorcycle ordered by the Customer is fully compatible with all ordered options and that the vehicle/motorcycle complies with all applicable manufacturer and industry standards. The Contractor's acceptance of a Customer's purchase order will indicate that the Contractor agrees to deliver a vehicle/motorcycle that will be fully compatible with all of its options.
- 7) Any changes that are required to bring a vehicle/motorcycle into compliance with its various options due to an incorrect order placed by the Contractor will be accomplished at the Contractor's expense.
- 8) A Confirmation of Order Form shall be completed by the Contractor and returned to the Customer placing the purchase order(s) within fourteen (14) calendar days after receipt of the Customer's purchase order.

Unless the actual date of delivery is specified (or the specified delivery date cannot be met), the number of days (in calendar days) required to make delivery after receipt of the Customer's purchase order must be indicated on this form.

Any additional information needed to complete this form should be obtained by contacting the Customer. The form may be modified to accommodate each Customer individually as necessary.

B. Delivery

- 1) Receipt of a vehicle/motorcycle by the Contractor is defined as acceptance of the vehicle/motorcycle(s) from a common carrier at the Contractor's place of business or any third party's place of business agreed upon by the Contractor and the manufacturer.
- 2) The Contractor shall complete delivery of the vehicle/motorcycle to the Customer as soon as practical after receipt of the

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vehicle/motorcycle(s) from the manufacturer. Vehicles/motorcycles originating as an incomplete vehicle/motorcycles would be exempt.

- 3) Deliveries of less than 750 miles may be accomplished by driving the vehicle. When the delivery is accomplished by driving the vehicle, the driver must comply with the manufacturer's break-in requirements and all applicable traffic laws and ordinances. Any delivery of a police-rated vehicle must use an "Out of Service" cover on light bars. All deliveries in excess of 750 miles shall be made by transport, or otherwise approved by the purchasing agency. Incomplete vehicles would be exempt from the rules set forth in this paragraph.
- 4) At the Customer's option, a vehicle/motorcycle with more than 750 odometer miles may be rejected, or \$0.51 cents per mile in excess of 750 miles may be deducted from the invoice. This requirement also applies to the redelivery of vehicles/motorcycles which were rejected upon delivery.
- 5) All fees must be included in the base price and prices shall be firm. Delivery is F.O.B. Destination, delivered to the Customer. In the event of a discrepancy between a unit bid price and an extension, the unit bid price will govern. All items delivered or installed at any location of the participating agencies must include all manufacturer's standard equipment and warranties.
- 6) Warranty Start Date – All warranties shall begin at the time of delivery and final acceptance by the Customer. If the Customer needs to reset the warranty start date because of an extended delivery date, the request to reset the warranty must be made in writing to the Contractor. Incomplete vehicles/motorcycles or vehicles/motorcycles delivered to an Upfitter would not qualify for a revised start date unless the vehicle/motorcycle is in the control of the dealer during the upfit.
- 7) The Contractor shall notify a Customer's designated representative, as listed on the purchase order, no less than 24 hours prior to delivery. Deliveries will be accepted only between 8:30am – 3:30pm on Customer's normal workdays. Transport deliveries must be unloaded and ready for inspection prior to 3:00pm. Deliveries not

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complying with these requirements may be rejected and will have to be redelivered at Contractor's expense.

- 8) All vehicles/motorcycles must contain no less than $\frac{1}{4}$ tank of fuel as indicated by the fuel gauge at time of delivery, except for vehicles and equipment with tanks over thirty-five (35) gallons in capacity, in which case the vehicle must contain a minimum of ten (10) gallons of fuel.
- 9) The Contractor shall be responsible for delivering vehicles/motorcycles that are properly serviced, clean, and in perfect operating condition. Pre-delivery service, at a minimum, shall include the following:
 - Standard dealer and manufacturer protocol for new vehicle/motorcycle delivery;
 - Cleaning of vehicle/motorcycle, if necessary, and removal of all unnecessary tags, stickers, papers, etc. Do not remove window price sticker or supplied line sheet;
 - Speedometer must be correct regardless of the tires provided by the vehicle/motorcycle manufacturer or axle ratio furnished;
 - Owner's manual and warranty manual must accompany each vehicle/motorcycle;
 - All specified options that are "factory installed" are to be installed on the vehicle/motorcycle at the primary site of assembly and are to be the manufacturer's standard assembly-line product. No aftermarket and no dealer installed equipment will be accepted as "factory installed." Vendors found supplying aftermarket or dealer installed equipment where "factory installed" are specified may be required to retrieve all vehicles/motorcycles delivered and reorder new vehicles/motorcycles meeting the specifications.
 - Manufacturer's suggested retail price list sheet (window sticker) form MUST be in the vehicle/motorcycle when it is delivered to the purchasing agency. Vehicles/motorcycle that are missing this form, or have forms that have been altered, will not be accepted.

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C. Liquidated Damages

- 1) Force Majeure – Liquidated damages shall not be assessed for a delay resulting from the Contractor's failure to comply with delivery requirements if neither the fault nor the negligence of the Contractor or its employees contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affects Subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, they shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either 1) within ten (10) days after the cause that creates or will create the delay first arose, if the vendor could reasonably foresee that a delay could occur as a result, or 2) if delay is not reasonably foreseeable, within five (5) days after the date the vendor first had reason to believe that a delay could result. The foregoing shall constitute the Contractor's sole remedy or excuse with respect to delay.

3.13 VEHICLE/MOTORCYCLE INSPECTION, ACCEPTANCE, AND TITLE

Inspection and acceptance of all vehicles/motorcycles will be at the Customer's place of business unless otherwise provided. Title to and risk of loss or damage to all items shall be the responsibility of the Contractor until acceptance by the Customer unless loss or damage results from negligence by the Customer.

If the materials or services supplied to the Customer are found to be defective or do not conform to specifications, the Customer reserves the right to cancel the order upon written notice to the Contractor. The Customer may return the product to the Contractor at the Contractor's expense.

3.14 ACCEPTANCE

It is the Customer's responsibility to thoroughly inspect each vehicle/motorcycle prior to acceptance. Copies of the contract specifications and purchase order for the vehicle/motorcycle will be delivered with the vehicle/motorcycle. Customers are to inspect the vehicle/motorcycle and compare contract specifications, purchase order and manufacturer's window sticker or manufacturer's invoice to ensure the vehicle/motorcycle meets or exceeds the requirements of the technical

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contract specifications and purchase order. Purchasers are to inspect the vehicle/motorcycle for physical damage upon delivery.

Delivery of a vehicle/motorcycle to a Customer does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the vehicle/motorcycle meets contract specifications and the requirements listed below.

Should the delivered vehicle/motorcycle differ in any respect from the specifications, payment may be withheld by the Customer until such time as the Contractor completes the necessary corrective action. Vehicles, motorcycles and equipment shall be delivered with each of the following documents completed/included:

- a. copy of "Customer's purchase order"
- b. copy of the applicable "vehicle/motorcycle specification"
- c. copy of "manufacturer's invoice" or "window sticker." Copy of manufacturer's invoice if vehicle/motorcycle model is not delivered with a window sticker. Prices may be deleted from manufacturer's invoice.
- d. copy of "pre-delivery service report"
- e. "warranty certification"
- f. owner's manual
- g. Virginia Department of Motor Vehicles – "Application For Certificate of Title and Registration" (for signature of authorized representative).
- h. Virginia State Inspection

Deliveries that do not include the above forms and publications will be considered as incomplete and will be refused.

3.15 INVOICING AND PAYMENTS

Invoicing and payments shall be the responsibility of the Contractor and the Customer placing orders under this VMPP. Contractors must invoice each Customer independently from the Virginia Sheriffs' Association for vehicle/motorcycle(s) purchased from this VMPP.

The Contractor shall be paid upon submission of properly certified invoices to the Customer at the prices stipulated in the VMPP at the time of the acceptance of the

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goods by the Customer. Upon receipt of the goods, a Customer has three (3) working days to inspect and approve the goods and services.

The invoice(s) shall, at a minimum, indicate the following:

Shipping location, purchase order number, contract number, quantity shipped, price, date, make, model, and serial number of vehicle/motorcycle(s)

If the Contractor performs all of the obligations of the contract to the satisfaction of the customer, the customer shall pay the Contractor for the performance of the work in the manner and within the time specified in the contract documents, which shall be consistent with the provisions of Code of Virginia Sections 2.2-4352 and 2.2-4354, as amended. Furthermore, the Contractor shall, within seven days after receipt of payment by the customer, take the following actions:

- 1) Pay the Subcontractor for the proportionate share of the total payment received from the customer attributable to the work performed by the Subcontractor under that contract; or
- 2) Notify the customer and Subcontractor, in writing, of his intention to withhold all or a part of the Subcontractor's payment with the reason for nonpayment.

Copies of invoices shall be submitted to the Virginia Sheriffs' Association, 901 East Byrd Street, Suite 1301, Richmond, Virginia 23219.

3.16 INADEQUATE SERVICE

When equipment requires service or adjustments upon delivery, the Contractor shall either remedy the defect, or be responsible for reimbursing the manufacturer's local authorized dealer, or others, to remedy the defect. Such service or adjustments shall be initiated by the Contractor within forty-eight (48) hours (not including weekend and holidays) after notification by a Customer. Delivery will not be considered complete until all service and/or adjustments are satisfactory, and the equipment redelivered and accepted by the Customer.

The provisions of the delivery paragraph (Section 3.12B) shall remain in effect until the redelivery is accomplished and the equipment is accepted by the Customer. The cost of any transportation required shall be the responsibility of the Contractor.

Virginia Sheriffs' Association Vehicle and Motorcycle Procurement Program – Invitation for Bids

3.17 CONTRACTORS' ACTIVITY REPORTS AND SCHEDULE AND FEE DEPOSIT REQUIREMENTS

Copies of purchase orders from Customers that are to be sent to the VSA:

- Are due upon receipt by the dealer. They are considered late after 10 (ten) business days.
- The VSA holds the right to implement an administrative late fee in the amount of \$50.00 per occurrence on the late issuance of purchase orders. An administrative late fee will be imposed for contractors who have 3 consecutive occurrences of failing to submit a copy of the purchase order to the VSA, once it has been submitted by the purchasing agency. Administrative late fees will be included on the quarterly report invoice.
- Scan a complete copy of the PO and forward by email to kmitman@virginiasheriffs.org.
- Place the following in the subject line – PO (dealer's name)

Commission Fees to VSA:

- Reports setting out vehicle/motorcycle and equipment transactions and corresponding commission fees are due quarterly no later than the 10th of each month (following the end of the quarter) and should be sent by email to kmitman@virginiasheriffs.org.
- All awarded Contractors MUST file a signed and dated quarterly report with their commission fees. Should there be no activity during a given quarter, the Contractor is required to submit a report, and must indicate “no sales this quarter” on the report.
- No copies of purchase orders are required to be filed with the quarterly report. They should already be on file.
- The report must be complete with the name of the dealer and the date. It is not necessary to indicate the quarter on the top of the report.
- All checks or EFTs for the commission fee must be received by the VSA no later than the 15th of each month following the closing of the quarter.
- Reports which do not adhere to the required format and/or not supported by complete, legible copies of all purchase orders in their entirety will be returned to the reporting dealership for correction of cited deficiencies.

By submission of these Quarterly Activity Reports and corresponding fee deposits, the Contractor is certifying the accuracy of such reports and deposits. All reports and fee deposits shall be subject to audit by the VSA or its designee. Copies of

Virginia Sheriffs' Association Vehicle and Motorcycle Procurement Program – Invitation for Bids

Customer's original purchase orders will be used by the VSA as a check and balance measure.

Contractors that fail to submit fees and Quarterly Activity Reports will incur a \$25 per day late fee for every day that fees and reports are past due, beginning on the sixteenth (16th) day of the month following the end of the quarter. An administrative late fee will be imposed for contractors who must be reminded more than 2 times to submit the Quarterly Activity Report. All administrative late fees will be included on the invoice provided by the VSA during the Quarterly Report review period.

Such late fees are to be included in Contractor's fee submission. Late fees which are outstanding more than 45 days can result in a bidder's disqualification in future year's solicitations.

All notices for quarterly reports will be sent by the VSA via email ten (10) business days prior to their due date – there will be no additional faxed or email reminders for Contractors to submit quarterly reports. All participating Contractors will be responsible for making sure that the Contract Administrator has the correct email address for the person responsible for all quarterly reports. This information must be submitted to Kaylyn Mitman at kmitman@viriniasheriffs.org.

Failure to submit fees with accompanying quarterly reports to the VSA within 30 calendar days following the end of each quarter will result in the Contractor being found in default if in the best interest of the VMPP. A Contractor can be found in default if the Contractor fails to submit its sales summary reports even when there are no reported sales.

3.18 DEALER/CONTRACTOR INSTALLED EQUIPMENT

All Contractors' installed accessories (roll bar, trailer hitch, etc.) shall be installed according to the manufacturer's specifications.

All Contractor installed accessories must be manufactured by a manufacturer recognized by the industry of the accessory provided unless the accessory is not available from a recognized manufacturer. The dealer is required to disclose the "make/model" of the product being offered and the location, design, and model must be approved by the Customer prior to installation. The dealer must also disclose the warranty of any item that is less than or exceeds vehicle/motorcycle factory warranty coverage.

Virginia Sheriffs' Association Vehicle and Motorcycle Procurement Program – Invitation for Bids

A Contractor that employs or subcontracts technicians to install emergency equipment on vehicles/motorcycles purchased on this contract are required to utilize technicians that are certified in Law Enforcement Vehicle Installation through the Engineering Validation Test Certification Commission, Inc. or an approved equivalent.

The VSA Contract Administrator may at any time during the contract period request proof of the required certification.

Any Contractor that violates this provision will be considered in default of the contract. The contract may then be terminated upon a ten-day written notice of said violation.

3.19 PRODUCTION CUTOFF

A Contractor shall notify the VSA Contract Administrator of production cutoff dates, in writing, no less than sixty (60) days prior to the close of "Fleet Final Order Date." Purchase Orders received by the Contractor ten (10) business days prior to the final order date must be accepted and entered into the order system with the manufacturer. Purchase Orders issued and received after the cutoff date will be subject to availability. For purposes of this section, Purchase Orders shall be deemed received by the Contractor upon delivery. Delivery can be accomplished by: A) in person delivery, B) certified mail, postage prepaid, return receipt requested, C) facsimile, evidenced by a confirmation print out, or D) a commercial overnight courier that guarantees next day delivery and provides a receipt.

If a Purchase Order has been timely received by the Contractor and the manufacturer fails to produce/deliver the production year vehicle/motorcycle, the Contractor must provide the next year's equivalent model at previous year's contract prices.

If Purchase Orders are received by the Contractor after the cutoff date, the Contractor and manufacturer at their sole discretion may choose to provide next year's model at current year's prices until the end of the contract term.

NAME OF VEHICLE: Chevrolet Equinox - FWD - LS

VSA SPECIFICATION NUMBER:

171

AWARDED DEALERSHIP:

RK CHEVROLET

Option Code	Option Description	MSRP	VSA Discount Provided	Discounted Price
PCR	LS Convenience Package includes (AG1) 8-way power driver seat adjuster, (AL9) 2-way power driver lumbar control, (UDD) enhanced multi-color driver information display and (AKO) deep-tinted rear glass	\$785.00	6%	\$737.90
B26	Driver Confidence II Package (Includes (UD7) Rear Park Assist.)	\$195.00	6%	\$183.30
K05	Engine block heater (Includes (VRI) Cold Air Grille Shutter.)	\$100.00	6%	\$94.00
AKO	Glass, deep-tinted, rear (Included and only available with (PCR) LS Convenience Package on Retail orders. Included with (PCR) LS Convenience Package on Fleet or Government orders. Individually available to order with Fleet or Government orders.)	\$285.00	6%	\$267.90
AG1	Seat adjuster, driver 8-way power with 2-way power lumbar (Included and only available with (PCR) LS Convenience Package on Retail orders. Included with (PCR) LS Convenience Package on Fleet or Government orders. Individually available to order with Fleet or Government orders.)	\$400.00	6%	\$376.00
PEF	LPO, Floor Liner Package includes (CAV) integrated cargo liner, LPO and (RIA) all-weather floor liners, LPO(Not available with (PDH) Interior Protection Package, LPO or (WH6) horizontal cargo net, LPO.)	\$325.00	6%	\$305.50
BTV	Remote Start (Requires a Fleet or Government order type.)	\$300.00	6%	\$282.00
PDH	LPO, Interior Protection Package includes (VAV) All-weather floor mats, LPO and (VLI) Cargo mat, LPO(Requires a Fleet or Government order type. Not available with (PEF) Floor Liner Package, LPO or (WH6) horizontal cargo net, LPO.)	\$240.00	6%	\$225.60
PDY	LPO, Roadside Safety Package includes (RYT) First Aid Kit, LPO and (S08) Highway Safety Kit, LPO	\$165.00	6%	\$155.10
VQK	LPO, Custom molded rear splash guards	\$220.00	6%	\$206.80
1XX26	Equinox AWD LS			\$1,478.00
1XR26	Equinox FWR LT			\$1,016.00
1XY26	Equinx AWD LT			\$2,495.00
1XS26	Equinox FWD Premier			\$4,805.00
1XZ26	Equinox AWD Premier			\$6,283.00
			6%	\$0.00



Vehicle: [Fleet] 2023 Chevrolet Equinox (1XP26) FWD 4dr LS w/1LS





Vehicle: [Fleet] 2023 Chevrolet Equinox (1XP26) FWD 4dr LS w/1LS (Complete)

Technical Specifications

Powertrain

Transmission

Drivetrain	Front Wheel Drive	Trans Order Code	MNH
Trans Type	6	Trans Description Cont.	Automatic
Trans Description Cont. Again	N/A	First Gear Ratio (:1)	4.584
Second Gear Ratio (:1)	2.964	Third Gear Ratio (:1)	1.912
Fourth Gear Ratio (:1)	1.446	Fifth Gear Ratio (:1)	1.00
Sixth Gear Ratio (:1)	0.746	Reverse Ratio (:1)	2.94
Clutch Size	N/A	Final Drive Axle Ratio (:1)	3.50
Transfer Case Gear Ratio (:1), High	N/A	Transfer Case Gear Ratio (:1), Low	N/A

Mileage

EPA Fuel Economy Est - Hwy	31 MPG	Cruising Range - City	387.40 mi
EPA Fuel Economy Est - City	26 MPG	Fuel Economy Est-Combined	28 MPG
Cruising Range - Hwy	461.90 mi	EPA MPG Equivalent - City	N/A
EPA MPG Equivalent - Hwy	N/A	EPA MPG Equivalent - Combined	N/A
Estimated Battery Range	N/A		

Engine

Engine Order Code	LSD	Engine Type	Turbocharged Gas I4
Displacement	1.5L/87	Fuel System	Direct Injection
SAE Net Horsepower @ RPM	175 @ 5600	SAE Net Torque @ RPM	203 @ 2000-4000

Electrical

Cold Cranking Amps @ 0° F (Primary)	N/A	Maximum Alternator Capacity (amps)	N/A
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Cooling System

Total Cooling System Capacity	N/A
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Vehicle

Emissions

Tons/yr of CO2 Emissions @ 15K mi/year	6.3	EPA Greenhouse Gas Score	N/A
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Vehicle: [Fleet] 2023 Chevrolet Equinox (1XP26) FWD 4dr LS w/1LS (Complete)

Vehicle

Emissions

Vehicle

EPA Classification	2WD Sport Utility Vehicle
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Chassis

Weight Information

Base Curb Weight	3274 lbs	Curb Weight - Front	N/A
Curb Weight - Rear	N/A	Maximum Payload Capacity	N/A
Curb Weight	N/A	Total Option Weight	0.00 lbs

Trailer

Dead Weight Hitch - Max Trailer Wt.	1500 lbs	Dead Weight Hitch - Max Tongue Wt.	150 lbs
Wt Distributing Hitch - Max Trailer Wt.	1500 lbs	Wt Distributing Hitch - Max Tongue Wt.	150 lbs
Maximum Trailering Capacity	N/A		

Suspension

Suspension Type - Front	MacPherson Strut	Suspension Type - Rear	Four-Link
Suspension Type - Front (Cont.)	N/A	Suspension Type - Rear (Cont.)	N/A
Shock Absorber Diameter - Front	N/A	Shock Absorber Diameter - Rear	N/A
Stabilizer Bar Diameter - Front	N/A	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	5CX	Rear Tire Order Code	5CX
Spare Tire Order Code	RJA	Front Tire Size	P225/65R17
Rear Tire Size	P225/65R17	Spare Tire Size	T135/70R16

Wheels

Front Wheel Size	17 x -TBD- in	Rear Wheel Size	17 x -TBD- in
Spare Wheel Size	16 x -TBD- in	Front Wheel Material	Aluminum
Rear Wheel Material	Aluminum	Spare Wheel Material	Steel

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Vehicle: [Fleet] 2023 Chevrolet Equinox (1XP26) FWD 4dr LS w/1LS (Complete)

Chassis**Steering**

Steering Type	Pwr Rack & Pinion	Steering Ratio (:1), Overall	N/A
Lock to Lock Turns (Steering)	N/A	Turning Diameter - Curb to Curb	37.4 ft
Turning Diameter - Wall to Wall	N/A		

Brakes

Brake Type	Pwr	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	N/A	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	11.8 x -TBD- in
Rear Brake Rotor Diam x Thickness	11.3 x -TBD- in	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

Fuel Tank

Fuel Tank Capacity, Approx	14.9 gal	Aux Fuel Tank Capacity, Approx	N/A
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Dimensions**Interior Dimensions**

Passenger Capacity	5	Passenger Volume	103.5 ft³
Front Head Room	40 in	Front Leg Room	40.9 in
Front Shoulder Room	57.2 in	Front Hip Room	54.2 in
Second Head Room	38.5 in	Second Leg Room	39.9 in
Second Shoulder Room	55.5 in	Second Hip Room	51.7 in

Exterior Dimensions

Wheelbase	107.3 in	Length, Overall	183.1 in
Width, Max w/o mirrors	72.6 in	Height, Overall	65.4 in
Track Width, Front	62.2 in	Track Width, Rear	62.2 in
Min Ground Clearance	7.6 in	Rear Door Opening Height	N/A
Rear Door Opening Width	N/A	Liftover Height	N/A

Cargo Area Dimensions

Cargo Area Length @ Floor to Seat 1	N/A	Cargo Area Length @ Floor to Seat 2	N/A
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Vehicle: [Fleet] 2023 Chevrolet Equinox (1XP26) FWD 4dr LS w/1LS (Complete)

Dimensions

Cargo Area Dimensions

Cargo Area Length @ Floor to Seat 3	N/A	Cargo Area Width @ Beltline	N/A
Cargo Box Width @ Wheelhousings	N/A	Cargo Box (Area) Height	N/A
Cargo Volume to Seat 1	63.9 ft ³	Cargo Volume to Seat 2	29.9 ft ³
Cargo Volume to Seat 3	N/A		

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Vehicle: [Fleet] 2023 Chevrolet Equinox (1XP26) FWD 4dr LS w/1LS (Complete)

Selected Model and Options

MODEL				
CODE	MODEL			MSRP
1XP26	2023 Chevrolet Equinox FWD 4dr LS w/1LS			\$26,600.00

COLORS	
CODE	DESCRIPTION
GXD	Sterling Gray Metallic

EMISSIONS				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
FE9	Emissions, Federal requirements	0.00 lbs	0.00 lbs	\$0.00

ENGINE				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
LSD	Engine, 1.5L Turbo DOHC 4-cylinder, SIDI, VVT (STD)	0.00 lbs	0.00 lbs	\$0.00

TRANSMISSION				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
MNH	Transmission, 6-speed automatic, electronically-controlled with overdrive includes Driver Shift Control (STD)	0.00 lbs	0.00 lbs	\$0.00

AXLE				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
FJM	Axle, 3.50 final drive ratio (FWD only.)	0.00 lbs	0.00 lbs	\$0.00

PREFERRED EQUIPMENT GROUP				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
1LS	LS Preferred Equipment Group includes standard equipment	0.00 lbs	0.00 lbs	\$0.00

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Vehicle: [Fleet] 2023 Chevrolet Equinox (1XP26) FWD 4dr LS w/1LS (Complete)

WHEELS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
RZS	Wheels, 17" (43.2 cm) aluminum (STD)	0.00 lbs	0.00 lbs	\$0.00

TIRES

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
5CX	Tires, P225/65R17 all-season blackwall (FWD only.) (STD)	0.00 lbs	0.00 lbs	\$0.00

PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
GXD	Sterling Gray Metallic	0.00 lbs	0.00 lbs	\$0.00

SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
AR9	Seats, front bucket (STD)	0.00 lbs	0.00 lbs	\$0.00

SEAT TRIM

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
HC8	Medium Ash Gray, Premium Cloth seat trim	0.00 lbs	0.00 lbs	\$0.00

RADIO


CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
IOR	Audio system, Chevrolet Infotainment 3 system, 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)	0.00 lbs	0.00 lbs	\$0.00

Options Total	0.00 lbs	0.00 lbs	\$0.00
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Vehicle: [Fleet] 2023 Chevrolet Equinox (1XP26) FWD 4dr LS w/1LS ( Complete)

Standard Equipment

Package

Chevy Safety Assist includes (UHY) Automatic Emergency Braking, (UEU) Forward Collision Alert, (UHX) Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator, (UKJ) Front Pedestrian Braking and (TQ5) IntelliBeam headlamps

Mechanical

Engine, 1.5L Turbo DOHC 4-cylinder, SIDI, VVT (STD)

Transmission, 6-speed automatic, electronically-controlled with overdrive includes Driver Shift Control (STD)

Axle, 3.50 final drive ratio (FWD only.)

Fuel, gasoline, E15

Automatic Stop/Start

Engine control, stop/start system disable switch

Driver Shift Controls

Front-wheel drive

Suspension, front MacPherson strut

Suspension, rear 4-link

GVWR, 4464 lbs. (2025 kg) (FWD only.)

Brakes, front and rear with e-boost

Brakes, 4-wheel antilock, 4-wheel disc 16" front and rear

Brake, electronic parking

Brake lining, high-performance, noise and dust performance

Mechanical jack with tools

Exterior

Wheels, 17" (43.2 cm) aluminum (STD)

Tires, P225/65R17 all-season blackwall (FWD only.) (STD)

Wheel, spare, 16" (40.6 cm) steel

Tire, compact spare, T135/70R16 blackwall

Moldings, Black beltline

Trim, Black lower window

Headlamps, LED


Lamp marker, reflex, front side

Headlamp control, automatic on and off with automatic delay

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Vehicle: [Fleet] 2023 Chevrolet Equinox (1XP26) FWD 4dr LS w/1LS ( Complete)

Exterior

Headlamp control, IntelliBeam auto high beam

Glass, acoustic, laminated windshield

Glass, solar absorbing, light

Mirror caps, Black

Mirrors, outside heated power-adjustable, manual-folding

Liftgate, rear manual

Door handles, body-color

Entertainment

Audio system, Chevrolet Infotainment 3 system, 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)

Audio system feature, 6-speaker system

Noise control system, active noise cancellation

SiriusXM Radio enjoy a Platinum Plan trial subscription with over 150 channels including commercial-free music, plus sports, news and entertainment. Plus listening on the SiriusXM app, online and at home on compatible connected devices is included, so you'll hear the best SiriusXM has to offer, anywhere life takes you. Welcome to the world of SiriusXM. (IMPORTANT: The SiriusXM radio trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. See the SiriusXM Customer Agreement at www.siriusxm.com for complete terms and how to cancel. All fees, content, features, and availability are subject to change.)

Antenna, roof-mounted (Black.)

Bluetooth for phone personal cell phone connectivity to vehicle audio system (Go to my.chevrolet.com/learn to find out which phones are compatible with the vehicle.)

Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Wireless Apple CarPlay/Wireless Android Auto

Interior

Seats, front bucket (STD)

Seat trim, Premium Cloth

Seat adjuster, driver 4-way manual, fore/aft, up/down

Seat adjuster, front passenger 4-way manual

Seat, rear split-folding with center armrest


Head restraints, 2-way adjustable (up/down), front

Floor mats, carpeted front (Deleted when any LPO floor mat or LPO floor liner is ordered.)

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Vehicle: [Fleet] 2023 Chevrolet Equinox (1XP26) FWD 4dr LS w/1LS ( Complete)

Interior

Floor mats, carpeted rear (Deleted when any LPO floor mat or LPO floor liner is ordered.)

Steering wheel, 3-spoke, deluxe

Steering column, tilt and telescoping

Steering wheel controls, audio, phone interface and driver information center controls

Speedometer, miles/kilometers

Display, driver instrument information enhanced, monochromatic

Window, power with driver Express-Up and Down

Window, power with front passenger Express-Down

Windows, power, rear with Express-Down

Door locks, power with lock-out protection

Keyless Open includes extended range Remote Keyless Entry with lock and unlock feature

Keyless Start, push-button

Cruise control, electronic with set and resume speed

Theft-deterrent system, unauthorized entry

Remote panic alarm

USB ports, 2, with auxiliary input jack, located in front center stack storage area

USB charging-only ports, 2, located in the rear of the floor console

Air conditioning, single-zone manual

Defogger, rear-window electric

Power outlet, front auxiliary, 12-volt

Mirror, inside rearview manual day/night

Visors, driver and front passenger vanity mirrors, covered

Assist handle, driver

Assist handle, front passenger

Assist handles, rear outboard

Map pocket, front passenger seatback

Shift lever, chrome-trimmed

Power outlet, cargo area auxiliary, 12-volt

Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Mechanical

Automatic Emergency Braking

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Vehicle: [Fleet] 2023 Chevrolet Equinox (1XP26) FWD 4dr LS w/1LS (Complete)

Safety-Mechanical

StabiliTrak, stability control system with Traction Control

Safety-Interior

Airbags, dual-stage, frontal, driver and right front passenger with Passenger Sensing System, thorax side-impact, seat mounted, driver and right front passenger, roof-rail, side front and rear outboard seating positions (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)

Rear Vision Camera

Forward Collision Alert

Following Distance Indicator

Front Pedestrian Braking

Lane Keep Assist with Lane Departure Warning

Rear Seat Reminder

Door locks, rear child security, manual

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitor, manual learn with Tire Fill Alert (Does not apply to spare tire.)


Horn, dual-note

3 Years of Remote Access The Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. See dealer for details. (Remote Access Plan does not include emergency or security services. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 17632. Data Updated: Oct 4, 2022 6:51:00 PM PDT.



Vehicle: [Fleet] 2023 Chevrolet Equinox (1XP26) FWD 4dr LS w/1LS ( Complete)

WARRANTY

Warranty Note: <<< Preliminary 2023 Warranty >>>
Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: Qualified Fleet Purchases: 5 Years/100,000 Miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: Qualified Fleet Purchases: 5 Years/100,000 Miles
Maintenance Note: 1 Year/1 Visit

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 17632. Data Updated: Oct 4, 2022 6:51:00 PM PDT.

RK CHEVROLET, INC

QUOTE

5/10/2023

2661 Virginia Beach Boulevard
 Virginia Beach, VA 23452
 Phone 757-486-2222
kstolle@rkautogroup.net

Bill To:

Ship To:

SALESPERSON	P.O. NUMBER	DATE SHIPPED	SHIPPED VIA	F.O.B. POINT	TERMS
Stolle					

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
2023 Chevrolet Equinox	4	\$21,741.95	86,967.80
VSA Contract 22-05-0917R			-
			-
			-
Upgrage to AWD	4	\$ 1,478.00	5,912.00
Convenience Fee under Sec 3-10 for retail model	4	\$ 3,575.05	14,300.20
			-
			-
			-
			-
			-
			-
			-
			-
Received in good order by: (sign)		Tax	\$ -
Printed Name:		TOTAL	\$107,180.00
Date Received:			

Make all checks to RK CHEVROLET, INC

If you have any questions contact Ken Stolle at 757-431-6584 or kstolle@rkautogroup.net

THANK YOU FOR YOUR BUSINESS!

Exhibit 3 - Appendix I

COUNTY OF FLUVANNA

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS AND CONTRACTORS

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS AND CONTRACTORS

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

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

INTRODUCTION

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

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

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

conditions applicable to the procurement.

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

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

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

CONDITIONS OF BIDDING

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

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

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

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

9. WITHDRAWAL OF BIDS:

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

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

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

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

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

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

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

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

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

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

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

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

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

SPECIFICATIONS

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

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

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

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

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

AWARD

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACT PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

53. MODIFICATION:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

65. CLAIMS PROCEDURE:

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

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

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

DELIVERY

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

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

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

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

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

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

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

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

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

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

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

TAB J

MEETING DATE:	May 17, 2023				
AGENDA TITLE:	Record Management and File Access Agreement				
MOTION(s):	I move the Board of Supervisors approve the Record Management and File Access Agreement.				
BOS 2 YEAR GOALS?	Yes	No	If yes, which goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Eric Dahl, County Administrator				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Immediate				
DISCUSSION:	Fluvanna County has a Records Management Policy, which the files from the County Attorney's office fall under. Fluvanna County is getting ready to receive files that have been stored by Payne & Hodous, as we transition to an in-house County Attorney department. The Record Management and File Access Agreement specifies the access to files that Payne and Hodous, and subsequently DeLoria & Hofmann LLP may require access to from time to time during and after such Service, for the purpose of defense of claims or potential claims.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Record Management and File Access Agreement				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X				X

Record Management and File Access Agreement

Whereas Frederick W. Payne and his deputy and assistant county attorneys (hereinafter “County Attorney”) provide legal services (hereinafter “Service”) as County Attorney, through Payne & Hodous, L.L.P. (hereinafter “Payne & Hodous”), and through various deputy and assistant county attorneys appointed by the Board of Supervisors from time to time at his request, to the County of Fluvanna, a political subdivision of the Commonwealth of Virginia, and the offices and departments thereof, and certain affiliates including the Fork Union Sanitary District (hereinafter together “Fluvanna County”);

Whereas the Fluvanna County Board of Supervisors has adopted a Records Management Policy pursuant to the Virginia Public Records Act, Code of Va. Sec. 42.1-76, et seq.;

Whereas the County Attorney, Payne & Hodous, and Fluvanna County (the “Parties”, each a “Party”, as appropriate) have agreed that certain files of the County Attorney should be delivered to Fluvanna County and managed pursuant to the Records Management Policy and applicable law. Files of the attorneys providing legal services through Payne & Hodous who are appointed from time to time by the Board of Supervisors as county attorney or deputy or assistant county attorneys, including all copies thereof made by Fluvanna County, whether electronic or otherwise, are referred to hereinafter as the “County Attorney Files”;

Whereas the Parties recognize that the County Attorney, Payne & Hodous, and the attorneys providing legal services through Payne & Hodous who are appointed from time to time by the Board of Supervisors as county attorney or deputy or assistant county attorneys (who are expressly agreed to be beneficiaries of this agreement), may require access to such files from time to time during and after such Service;

In consideration of the premises, which are incorporated herein by reference, the Parties hereby agree that:

(1) The County Attorney (or any successor) will specify the County Attorney Files to be delivered to Fluvanna County from time to time. All County Attorney Files are administratively useful, and necessary for the performance of the County Attorney’s statutory duty, unless and until the County Attorney specifies otherwise, and shall be retained by Fluvanna County indefinitely, in either paper or electronic format. No County Attorney Files will be destroyed without the prior written consent of both the County Attorney (or any successor) and Fluvanna County’s designated Records Officer. In any event the Parties agree that all County Attorney Files will be kept for at minimum ten (10) years from the date delivered to Fluvanna County;

(2) During the time of Service, the County Attorney, Payne & Hodous, and the individuals serving in the capacity of deputy or assistant county attorneys, shall, upon request and without charge, have full access to the County Attorney Files for review, copying, printing, and scanning. Copies of County Attorney Files shall be provided upon request and without charge, in legible paper or readily accessible electronic format;

(3) Individuals who have formerly served in the capacity of county attorney, deputy or assistant county attorneys and, following the termination of Service, Frederick W. Payne and Payne & Hodous shall, upon request and without charge, have access to the County Attorney Files for review, copying, printing, and scanning, for any proper purpose, including without limitation, for the purpose of defense of claims or potential claims. Copies of County Attorney Files shall be provided upon request and without charge, in legible paper or readily accessible electronic format. Such access and copies shall be provided during normal business hours, and upon reasonable notice of not more than one (1) business day.

The parties acknowledge and agree that Payne & Hodous, L.L.P. intends to change its name and relocate its office in ~~May~~June, 2023, and will provide notice to the County when such changes become effective. After such changes the Contract County Attorneys name and office address will be:

DeLoria & Hofmann LLP
2216 Ivy Road, Suite 202
Charlottesville, VA 22903

Witness the following duly authorized signatures and seals:

Fluvanna County

Payne & Hodous, L.L.P.

By: _____
Eric M. Dahl
County Administrator

Frederick W. Payne
Fluvanna County Attorney

By: _____
Kristina M. Hofmann
Partner

Date: _____

Date: _____

Date: _____

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

TAB K

MEETING DATE:	May 17, 2023				
AGENDA TITLE:	FY23 Fork Union Fire Department Insurance Claim – 2012 Pierce Pumper VIN# 3208				
MOTION(s):	I move the Board of Supervisors approve a supplemental appropriation of \$13,369.80 to the FY23 Fire & Rescue Vehicle Repair & Maintenance to reflect reimbursement from a VACORP insurance claim.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Tori Melton, Director of Finance				
PRESENTER(S):	Tori Melton, Director of Finance				
RECOMMENDATION:	Recommend approval of the following action.				
TIMING:	Routine.				
DISCUSSION:	<p>During routine maintenance on the 2012 Pierce Pumper VIN # 3208, the mechanic noticed damaged under the pumper. The damages caused the pumper to be placed out of services until damages are repaired. The recovered amount for the vehicle after the \$500 deductible is \$13,369.80.</p> <p>This supplemental appropriation would authorize staff to appropriate the additional revenue and expense.</p>				
FISCAL IMPACT:	This action will increase the FY23 Fire and Rescue Vehicle Repair and Maintenance Budget by \$13,369.80.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	FY23 Fire & Rescue Insurance letter VACORP				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			



March 30, 2023

Fluvanna County
ATTN: Tori Melton
PO Box 540
Palmyra, VA 22963

VA Association of Counties Group Self-Insurance Risk Pool

Participant: Fluvanna County

Claim Number: 0322023321695

Date of Loss: 3/3/2023

Dear Ms. Melton:

Enclosed please find a VAcorp property damage check in the amount of \$13,369.80. This check is for costs related to the repairs on the 2012 Pierce Pumper. This amount was determined by the appraisal from S&S Appraisal repair cost \$13,869.80-\$500= \$13,369.80

If you should have any questions regarding this payment, please do not hesitate to contact our office.

Sincerely,

A handwritten signature in blue ink, appearing to read 'B. Ward', is written over a light blue horizontal line.

Ba'Jah Ward
Claims Associate

Enclosure: Check

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB L

MEETING DATE:	May 17, 2023				
AGENDA TITLE:	Removal of Illegal Signs from the VDOT Right of Way				
MOTION(s):	N/A				
BOS 2 YEAR GOALS?	Yes	No	If yes, which goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
					X
STAFF CONTACT(S):	Eric Dahl, County Administrator				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	N/A				
TIMING:	Routine				
DISCUSSION:	<ul style="list-style-type: none"> • The board wanted to see what options were available to eliminate and/or impose penalties for temporary signs in the VDOT Right of Way or along Fluvanna roadways. • After speaking with VDOT, they will allow levying a \$100 Civil Penalty for signs on the right of way, if an agreement “For Enforcement Of Laws Regarding Illegal Signs And Advertising Within The Limits Of The Highway” is entered between VDOT and the local government. <p>UPDATE: After the last Board of Supervisors meeting on May 3rd, some answers were requested for the Removal of Illegal Signs from the VDOT Right of Way process.</p> <ol style="list-style-type: none"> 1. What other County’s or those near Fluvanna have entered into an agreement to do this enforcement? <ol style="list-style-type: none"> a. The closest localities to Fluvanna are Caroline Co, Spotsylvania Co, and Chesterfield Co. 2. Does Fluvanna do some or all the Removal of Illegal Signs from the VDOT Right of Way? <ol style="list-style-type: none"> a. Fluvanna would be responsible for the sign removal. 3. Does VDOT or Fluvanna levy the Civil Penalty? <ol style="list-style-type: none"> a. Fluvanna would levy the Civil Penalty. 4. What portion of the levied Civil Penalty remains with Fluvanna County vs VDOT? <ol style="list-style-type: none"> a. Fluvanna would retain 100% of the Civil Penalty 				

	<p>5. Can Fluvanna County get a map of VDOT roads in the County showing all of the Right Of Way (ROW) widths?</p> <p>a. VDOT has provided the County with a spreadsheet of ROW widths on County roads. Some roads in the County indicate variable widths and VDOT recommends searching the property plats at the courthouse to find out what the legal Right Of Way may be on any particular piece of property in question.</p>				
FISCAL IMPACT:	It is unknown what the overall fiscal impact may be after considering both the Civil Penalty and the personnel costs for enforcing the Removal of Illegal Signs from the VDOT Right of Way.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	<ul style="list-style-type: none"> - VDOT Removal of Illegal Signs on Right-of-Way Memorandum - An Ordinance To Amend Chapter 22 Of The Fluvanna County Code In Sec. 22-15-2(2) And Sec. 22-22-1 Regarding Time Limitations For Certain Temporary Signs - Article 15. - Sign Regulations - Article 22. - Definitions 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X				X

VIRGINIA DEPARTMENT OF TRANSPORTATION

OFFICE OF LAND USE

INSTRUCTIONAL AND INFORMATIONAL MEMORANDUM

GENERAL SUBJECT: Outdoor Advertising Control	NUMBER: IIM-LU-400
SPECIFIC SUBJECT: Removal of Illegal Signs on Right-of-Way	DATE: June 29, 2020
	SUPERSEDES: N/A
APPROVED:	Robert W. Hofrichter Director, Office of Land Use Approved <u>June 29, 2020</u>

EFFECTIVE DATE

This memorandum applies to all actions dealing with the control of illegal signs on highway right-of-way on or after **July 1, 2020**.

PURPOSE/SCOPE/REQUIREMENTS

Federal requirements based upon the Highway Beautification Act and [§33.2-1224](#) of the Code of Virginia prohibit the placement of advertising on highway right-of-way. Enforcement of this prohibition should be conducted as set out below.

While these procedures allow Resident Engineers/Residency Administrators some discretion with regards to activities based upon manpower availability, especially with levying civil penalties, it is imperative that all actions taken to enforce the prohibition on advertising within the right-of-way be applied fairly and consistently.

If assistance is needed in interpreting the requirements and procedures, please contact the regional outdoor advertising control agent of the Office of Land Use's Outdoor Advertising Control Section in whose territory the illegal advertisement is found.

PROCEDURES

1. Removing illegal signs in the right of way

- Non-permitted signs within the right of way are illegal and considered a public and private nuisance.
- When a sign is found within the right of way it may be removed without giving written notice to the sign owner.
- Signs that pose a safety hazard shall be removed immediately.
- The right of way should be verified prior to sign removal.
- If a sign owner becomes confrontational with a VDOT employee, the State Police or local law enforcement should be contacted.
- Storage of the signs is not required under the statute but may be permitted by the Resident Engineer/Residency Administrator for up to 30 days.

2. Sign Removal Prioritization

- First Priority: signs that pose or contribute to a safety hazard
- Second Priority: signs that obstruct mowing operations or other VDOT work
- Third Priority: signs in areas where complaints have been received
- Fourth Priority: other signs

3. Political campaign signs

- A letter shall be sent to all political campaigns informing candidates of §33.2-1224 of the Code of Virginia. The Office of Land Use in Central Office will be responsible for notifying national, gubernatorial and senatorial election campaigns. The district will notify all congressional, state, and local election campaigns (Attachment A).
- Political candidates' mailing addresses should be obtained from the Virginia Board of Elections website. <https://www.elections.virginia.gov/casting-a-ballot/candidate-list/>
- Campaign signs are subject to removal if they are in the right of way. If a campaign sign is removed, all illegal signs along that route within the right of way shall also be removed.

4. Levying Civil Penalty for signs on the right of way

- The decision on whether to levy fines shall be up to the resident engineer/residency administrator. When levying fines, the process must be applied consistently.
- When a sign is identified, it shall be photographed on the right of way. The photo should include date and time stamp to show evidence of a violation. The person removing the sign shall document the location from which the sign was removed. Each sign on the right of way is a separate \$100 civil penalty.
- Once a sign is removed, it should be photographed in VDOT possession. Multiple signs for the same business should be included in one photo. The photo should include date & time stamp for billing purposes.
- A fiscal form (Attachment B) shall be completed to include locations of sign violations, the number of signs removed, and the advertiser and mailing address. If a person is caught placing signs on the right of way, their contact information should be obtained along with their license plate number. This information should be included on the fiscal form as they will be billed for the civil penalty. If no one is observed placing the sign on the right of way, the advertiser is billed for the civil penalty.
- The fiscal form should be signed by the employee removing the signs and shall be signed by the Residency Administrator or designee. The fiscal form shall then be sent to the District Fiscal Section along with all photo documentation.
- Fiscal will generate a bill and send a letter informing the party of the civil penalty.
- All penalties collected shall be paid to the Highway Maintenance and Operating Fund.
- The removed signs should be destroyed after sending all documentation to Fiscal Division.
- No civil penalty shall be assessed for signs removed by Adopt-A-Highway participants.
- No civil penalty shall be assessed for signs removed by mowing contractors preparing for mowing operations.
- Local governments may remove illegal signs and levy civil penalties only after securing an agreement from the Commissioner to act as an agent of VDOT for enforcing the provisions of §33.2-1224 of the Code of Virginia.
- The district may track personnel and equipment costs incurred during sign collection; however, such costs should only be billed for repeat violators. Collection costs are difficult to assign when multiple violators' signs are being removed.
- A person, firm, or corporation may appeal to the District Administrator for VDOT-levied civil penalties and/or collection costs. The appellant must provide evidence that they were improperly assessed the civil penalty or the collection costs were improperly calculated. Stating they were not aware of the law is not sufficient grounds to reverse the civil penalty.

5. Agreements with Local Governments

- Local governments may enter into agreements with the Commissioner to enforce the provisions of §33.2-1224 of the Code of Virginia.
- The local government shall pass a resolution requesting the authority to enforce §33.2-1224 of the Code of Virginia.
- The Office of Land Use in Central Office has an approved draft agreement (Attachment C) that shall be used.
- The locality-executed agreement shall be sent to the Office of Land Use in Central Office for VDOT execution. The Office of Land Use shall return the fully executed original agreement to the residency, which shall then forward it to the local government.
- Upon final execution, this agreement will allow the local government to act as an agent for the Commissioner in removing signs within the right of way, including the ability to levy penalties.

6. Adopt-a-Highway groups

- Local Adopt-a-Highway groups may be authorized to remove signs on the rights-of-way as part of their cleanup efforts.
- The adopting group cannot single out signs for removal. They must clean up all trash along their adopted route. Singling out specific signs may result in the Commissioner rescinding authorization to remove illegal signs or expulsion from the Adopt-a-Highway program.
- The Commissioner, through Maintenance Division, will provide the adopting group with a letter authorizing them to remove signs as part of their Adopt-a-Highway work (Attachment D).

NOTES

- Information on the Outdoor Advertising Control Program can be found on VDOT's external website on the [Outdoor Advertising page](#).
- Section [33.2-1224](#) of the Code of Virginia, provides the legal basis for the removal of advertising in the right-of-way.
- The [Maintenance Manual](#) contains instructions for the maintenance of the right-of-way.

ATTACHMENTS

(Attachment A – Letter for Congressional, State, and Local Election Campaigns)

Date

Re: Election Signs within State Right of Way

Dear

With the November elections nearing, VDOT is contacting all political campaigns to specifically ask for your help in making sure that campaign signs are not placed within state right of way. Section 33.2-1224 of the Code of Virginia prohibits placing signs on state right of way, including campaign signs. As a general guide, the right of way is typically the entire roadway, including sidewalks, medians, ditches and the area between utility lines or fences lining the outside edges of state roads.

Signs placed in median strips are of particular concern. Not only is it a safety hazard for campaign workers to place and remove these signs adjacent to fast-moving traffic, the signs can be a distraction for drivers and often impede their sight distance. Please know that VDOT workers are instructed to remove illegal signs from the right of way, and VDOT is a strong advocate for their safety as well. In addition, removal costs come directly out of VDOT maintenance funds, reducing resources available for taking care of a wide variety of other highway and transportation infrastructure needs.

We recognize that your campaign efforts may have been ongoing. Consequently, if you have been previously contacted by others at VDOT, please accept this message as a reminder of the importance of those earlier requests to help us keep the right of way clear of signs. If you have assisted with that effort, I thank you for your kind cooperation in that regard.

Thank you and please let me know if you have any questions regarding this request.

Sincerely,

(Attachment B – Illegal Signs Civil Penalty Fiscal Form)

Date sign(s) removed: _____

Number of signs removed for this company: _____

Route _____ County _____

Total civil penalties being levied _____

Company/ Owner _____

Address _____

City _____ State _____ Zip _____

Telephone number _____

Comments _____

Name of person removing sign(s) _____

Signature of person removing sign(s) _____

Date _____

Residency Administrators signature _____

Date _____

Attach photos of the signs in the right of way prior to removal, with the total number of signs removed in one photo.

(Attachment C Agreement)

AGREEMENT BETWEEN
THE VIRGINIA DEPARTMENT OF TRANSPORTATION
AND
THE BOARD OF SUPERVISORS
OF
_____ COUNTY, VIRGINIA
FOR ENFORCEMENT OF LAWS REGARDING ILLEGAL SIGNS AND ADVERTISING WITHIN THE LIMITS OF
THE HIGHWAY

THIS AGREEMENT is made this ____ day of _____, 20__, between the Commissioner of Highways of the Commonwealth of Virginia (Commissioner), and the County of _____, Virginia, acting by and through its Board of Supervisors (Board).

WITNESSETH:

WHEREAS, pursuant to Title 33.2, Chapter 12, Article 1 of the *Code of Virginia* (1950), as amended (*Code*), the Commissioner, as the chief executive officer of the Virginia Department of Transportation (VDOT), enforces the prohibition on the placement of signs and advertising within the limits of highways in the Commonwealth; and

WHEREAS, the Board, as the governing body of _____ County, has an interest in protecting the public health, safety, and welfare, and in protecting the appearance of the County, in general; and

WHEREAS, the Board has found that the proliferation of signs and advertising in the rights-of-way of highways in _____ County threatens the public safety and the welfare of the County, and has a negative effect on the appearance of highways; and

WHEREAS, by an appropriate resolution adopted by the Board at its meeting on _____, and attached hereto as Exhibit A, the Board expressed its desire and agreement to enter into an agreement with the Commissioner to enforce the provisions of § 33.2-1224 of the *Code of Virginia* (1950), as amended, and to collect the penalties and costs provided therein and has authorized execution of said agreement by a County representative; and

WHEREAS, the Commissioner desires the Board's assistance in removing signs and advertising from the VDOT-maintained highways in _____ County.

NOW, THEREFORE, for and in consideration of the mutual benefits to be derived from this Agreement, the parties hereto agree as follows:

1. The Commissioner hereby authorizes the Board to act as the Commissioner's agent for the purposes of removing any signs or advertising located within the VDOT-maintained rights-of-way, in violation of §33.2-1224 of the *Code*; and

2. The Commissioner further authorizes the Board to act as the Commissioner's agent for the purposes of collecting the penalties and costs from the person, firm, or corporation responsible for signs or advertising located within the VDOT-maintained rights-of-way in violation of and as provided for in §33.2-1224 of the *Code*; and
3. The Board may authorize local law-enforcement agencies or other local governmental entities ("hereinafter designee(s)") to act as agents of the Commissioner for the purpose of fulfilling the terms of this Agreement; and
4. The Board shall be entitled to retain, in full, all sums lawfully collected by the Board or its designees as penalties and costs for removal of signs and advertising and enforcement of §33.2-1224 pursuant to this Agreement; and
5. The Board, or its designee, when collecting the penalties and costs referenced in Paragraph 2, above, shall:
 - a. Issue an invoice to the person, firm, or corporation being advertised for collection of any and all penalties and costs, as provided in §33.2-1224 of the *Code*, which shall provide that within thirty (30) days, Thirty-three (33) days if the invoice is sent by mail, the person, firm, or corporation being advertised shall either (a) remit payment of the invoice to the Board, or its designee, or (b) notify the Board or its designee in writing that the matter and/or the penalties and costs are disputed.
 - b. In the event that a person, firm or corporation disputes the matter and/or penalties and costs provided in such invoice, the Board shall be responsible for resolving the dispute in accord with all applicable laws.
6. The Board shall require local government employees and others who are authorized to act or perform services pursuant to this agreement to comply with the provisions of this Agreement and all applicable laws; and
7. This Agreement shall remain in full force and effect unless sooner terminated upon thirty (30) days' written notice by either party to the other party; and
8. This Agreement may be amended at any time by the written agreement of the parties.

In WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives:

VIRGINIA DEPARTMENT OF TRANSPORTATION

_____ COUNTY, VIRGINIA

BY: _____

Commissioner's Name

Commissioner of Highways or his designee

BY: _____

Printed Name: _____

County Administrator of _____

(Attachment D - Adopt a Highway Popsicle Signs Removal)

Date

To Whom It May Concern:

The Virginia Department of Transportation (VDOT) operates the Adopt-a-Highway Program and wholeheartedly supports its volunteers in conducting their litter pickups. By law, and as a matter of VDOT policy, the Adopt-a-Highway volunteers are authorized to clear the highway right-of-way of all prohibited signage, including what are commonly known as “Popsicle Signs.”

Section 33.2-1224 of the *Highway Laws of Virginia* states, in part, that, “Advertisements placed within the limits of the highway are hereby declared a public and private nuisance and may be forthwith removed, obliterated, or abated by the Commonwealth Transportation Commissioner or his representatives without notice.”

Adopt-a-Highway volunteers who remove such advertisements are acting as Commonwealth Transportation Commissioner’s representatives, and as such receive the Department’s full support. Any disputes or questions about this policy should be referred to VDOT personnel. You can contact the statewide Adopt-a-Highway coordinator by calling 1-800-PRIDE-VA (1-800-774-3382).

Sincerely,

Commissioner’s Name
Commonwealth Transportation Commissioner

ORDINANCE

AN ORDINANCE TO AMEND CHAPTER 22 OF THE FLUVANNA COUNTY CODE IN SEC. 22-15-2(2) AND SEC. 22-22-1 REGARDING TIME LIMITATIONS FOR CERTAIN TEMPORARY SIGNS

BE IT ORDAINED BY THE FLUVANNA BOARD OF SUPERVISORS, pursuant to Virginia Code Sections 15.2-2285, that the Fluvanna County Code be, and it is hereby, amended, in Section 22-15-2 and Section 22-22-1, as follows:

Sec. 22-15-2. - General provisions.

.....

- (2) Exempt Signs. Exempt signs shall be of reasonable size and no larger than the largest permitted signs in the zoning district, unless otherwise specified in this Code. Exempt signs shall be legible, and shall be reasonably maintained in good repair, and in safe, neat, and clean condition. Any temporary exempt sign, defined in [Section 22-22-1](#) of this Code, shall be posted a reasonable time before, ~~but in no event greater than sixty (60) days~~ prior to and shall be removed a reasonable time after, but in no event greater than ten (10) days after the event, election, production, group, occurrence, speaker, program or seasonal activity to which the temporary sign refers. The following types of signs, as defined in and subject to the regulations in [Section 22-22-1](#), are exempt from the sign permit requirements in all zoning districts:

[22-22-1—Definitions]

Sign, political : A temporary sign expressing or implying the opinion or opinions of an individual or group intended to influence the election or appointment of government officials and/or to influence the actions, policies and /or conduct of government.

(Ord. 10-18-00; Ord. 12-16-15)

.....

Sign, temporary : A sign for the advertising of a special event, product, group, occurrence, speaker, program or seasonal activity and not intended or designed for permanent display, including by way of example and not limitation, signs advertising an event, election, or campaign of an educational, political, religious, civic, philanthropic or historical organization. Temporary signs shall be posted a reasonable time before, ~~but in no event greater than sixty (60) days~~ prior to such event, as defined herein, and shall be removed a reasonable time after, but in no event greater than ten (10) days after such event, as defined herein. Temporary signs shall be of reasonable size and no larger than the largest permitted signs in the zoning district, unless otherwise specified in this Code.

(Ord. 12-16-15)

ARTICLE 15. - SIGN REGULATIONS

Sec. 22-15-1. - Statement of intent.

The following sign regulations are established to assure compatibility of signs with surrounding land usage, to enhance the economy of the County, to protect public investment in streets and highways, to promote the safety and recreational value of public travel, to minimize possible adverse effects of signs on nearby public and private property, to preserve natural beauty, to protect the environment from litter and refuse, including abandoned signs, to identify, direct and provide necessary information efficiently to motorists and pedestrians, to decrease distraction of motorists and pedestrians by limiting confusing, distracting and obsolete signs, and to reduce obstruction of the roadway. No sign shall be permitted erected or used in the County, except as permitted in this article.

(Ord. 6-16-10; Ord. 12-16-15)

Sec. 22-15-2. - General provisions.

(1) Restricted Signs. The following types of signs are prohibited in all zoning districts:

- (a) Flashing signs;
- (b) Inflatable signs;
- (c) Moving signs;
- (d) (Intentionally omitted);
- (e) Pennant signs;
- (f) Portable signs;
- (g) Roof signs;
- (h) Any sign that obstructs any window, door, fire escape, stairway, ladder, or opening intended to provide light, air, ingress or egress for any building, as required by law;
- (i) Any sign which imitates or resembles any official traffic sign, signal or device, or uses the words "Stop" or "Danger" in close proximity to any public right-of-way, or interferes with any other public traffic sign;
- (j) Signs which produce noise or any visible smoke, vapor, particles, or odor;
- (k) Signs which advertise any activities which are illegal under state or federal law or regulations in effect at the location of such sign or at the location of such activities; and
- (l) Signs that violate state or federal laws, whether or not identified in this ordinance as being permitted.

(2) Exempt Signs. Exempt signs shall be of reasonable size and no larger than the largest permitted signs in the zoning district, unless otherwise specified in this Code. Exempt signs shall be legible, and shall be reasonably maintained in good repair, and in safe, neat, and clean condition. Any temporary exempt sign, defined in Section 22-22-1 of this Code, shall be posted a reasonable time before, but in no event greater than sixty (60) days prior to and shall be removed a reasonable time after, but in no event greater than ten (10) days after the event, election, production, group, occurrence, speaker, program or seasonal activity to which the temporary sign refers. The following types of signs, as defined in and subject to the regulations in Section 22-22-1, are exempt from the sign permit requirements in all zoning districts:

- (a) Auction signs;
- (b) Banner signs;

- (c) Construction signs;
 - (d) Directional signs;
 - (e) Estate signs;
 - (f) Public signs;
 - (g) Real estate signs;
 - (h) Temporary sale, announcement or merchandising signs;
 - (i) Temporary signs;
 - (j) Temporary directional signs;
 - (k) Warning signs; and
 - (l) Window signs.
- (3) Illuminated Signs.
- (a) Signs may be illuminated, either internally or externally, as permitted by this ordinance, provided that the illumination is fully shielded and directed at the sign and not in a manner as to cause a traffic hazard.
 - (b) Where a permit is required, the permit shall not be issued until the location and illumination of the sign has been approved by the Zoning Administrator, or designee.
 - (c) No light from any illuminated sign shall cause direct glare onto any adjoining piece of property, right-of-way, or building other than the building to which the sign applies to.
 - (d) The copy of electronic message signs may not flash, scroll, move, or change at timed intervals of less than twenty (20) seconds.
 - (e) All electronic message signs must be equipped with an automatic dimmer that controls the intensity of the light source. The intensity of light allowed for all illuminated signs shall be eight-five percent (85%) by day and fifty percent (50%) at night.
 - (f) All electronic message signs must be turned off at the close of business, unless displaying time or temperature.
- (4) Setbacks.
- (a) Signs shall be exempt from setback requirements in all zones, provided that no sign shall be located as to interfere with vehicular sight distances at intersections or to create a safety hazard.
 - (b) Signs shall not be located within any public right-of-way, unless approved by the Virginia Department of Transportation.
- (5) Sign Area.
- (a) The sign area shall be measured as the area of the sign face which includes the advertising surface and any framing, trim, or molding. Two-sided sign faces shall be counted as a single sign face.
 - (b) Area not included: the sign area shall not include any of the support structure or architectural features that are not an integral part of the sign which may consist of landscaping, building structural form complementing the site in general.
- (6) Sign Height.
- (a) The sign height shall be measured as the vertical distance from the normal grade directly below the sign to the highest point of the sign or sign structure, whichever is higher and shall include the base and any support structure.
 - (b) Signs shall not exceed six feet (6') in height, except as otherwise permitted by this article.

(Ord. 6-16-10; Ord. 12-16-15; Ord 6-21-17)

Sec. 22-15-2.1. - Repealed.

(Ord. 6-16-10; Ord. 12-16-15)

Sec. 22-15-3. - Signs permitted.

(1) Agricultural (A-1) — The following signs shall be permitted in the A-1, Agricultural, General zoning district:

Type of Sign	Number Allowed	Max. Sign Area	Max. Sign Height
Awning Sign	1 per establishment	6 sq. ft.	N/A
Business Sign	1 per parcel	32 sq. ft. (freestanding or monument)	10 feet
Entrance Sign	1 per entrance	12 sq. ft.	4 feet
Home Occupation Sign	1 per parcel	4 sq. ft.	4 feet
Projecting Sign	1 per establishment	9 sq. ft.	Roof line of the building
Subdivision Sign	1 per entrance	40 sq. ft.	6 feet
Temporary Subdivision Advertising Sign	1 per public road frontage	32 sq. ft.	8 feet
Wall Sign	1 per public road frontage	3 sq. ft. per 1 lineal foot of building/tenant frontage*	Roof line of the building

* No more than 50% of the total sign area may be displayed on the front of the building. The remaining 50% may be distributed on the sides and rear of the building, with a maximum of 25% distribution per side and a maximum of 50% distribution on the rear of the building.

(2) Residential (R-1, R-2, R-4, MHP) — The following signs shall be permitted in the R-1, Residential, Limited; R-2, Residential, General; R-4, Residential, Limited; and MHP, Manufactured Home Park zoning districts:

Type of Sign	Number Allowed	Max. Sign Area	Max. Sign Height
Business Sign	1 per parcel	32 sq. ft. (freestanding or monument)	10 feet
Entrance Sign	1 per entrance	12 sq. ft.	4 feet
Home Occupation Sign	1 per parcel	4 sq. ft.	4 feet
Subdivision Sign	1 per entrance	40 sq. ft.	6 feet
Temporary Subdivision Advertising Sign	1 per public road frontage	32 sq. ft.	8 feet

- (3) Residential (R-3), Business (B-1, B-C), Planned Unit Development (PUD), and Industrial (I-1, I-2) — The following signs shall be permitted in the R-3, Residential, Planned Community; B-1, Business, General; B-C, Business, Convenience; PUD, Planned Unit Development; I-1, Industrial, Limited; and I-2, Industrial, General zoning districts:

Type of Sign	Number Allowed	Max. Sign Area	Max. Sign Height
Awning Sign	1 per establishment	6 sq. ft.	N/A
Business Sign (standalone businesses or not part of business/industrial park)	1 per parcel	32 sq. ft. (freestanding) 40 sq. ft. (monument)	10 feet (freestanding) 12 feet (monument)
Business Sign (shopping centers or business/industrial parks)	1 per shopping center or business park entrance	1.5 sq. ft. of sign area for each lineal foot of building/tenant frontage - up to a maximum of 150 sq. ft. aggregate	10 feet (freestanding) 15 feet (monument)
Canopy Sign	1 per establishment	12 sq. ft.	N/A

Directory Sign	1 per establishment or development	16 sq. ft.	6 feet
Electronic Message Sign	1 per parcel	28 sq. ft.	8 feet
Entrance Sign	1 per entrance	12 sq. ft.	4 feet
Projecting Sign	1 per establishment	12 sq. ft.	Roof line of the building
Subdivision Sign	1 per entrance	40 sq. ft.	8 feet
Temporary Subdivision Advertising Sign	1 per public road frontage	32 sq. ft.	8 feet
Wall Sign	1 per public road frontage	3 sq. ft. per 1 lineal foot of building/tenant frontage*	Roof line of the building

* No more than 50% of the total sign area may be displayed on the front of the building. The remaining 50% may be distributed on the sides and rear of the building, with a maximum of 25% distribution per side and a maximum of 50% distribution on the rear of the building.

- (4) Zion Crossroads Urban Development Area. The following signs shall be permitted in the Zion Crossroads Urban Development Area, and supersede other sign dimensions listed in this ordinance:

Type of Sign	Number Allowed	Max. Sign Area	Max. Sign Height
Awning Sign	1 per establishment	6 sq. ft.	N/A
Business Sign (standalone businesses or not part of business/industrial park)	1 per parcel or 1 per public road frontage	36 sq. ft. (freestanding) 40 sq. ft. (monument)	20 feet (freestanding) 25 feet (monument)

Business Sign (shopping centers or business/industrial parks)	1 per shopping center or business park entrance or 1 per public road frontage	2.5 sq. ft. of sign area for each lineal foot of building/tenant frontage - up to a maximum of 200 sq. ft. aggregate	25 feet (freestanding) 30 feet (monument)
Canopy Sign	1 per establishment	12 sq. ft.	N/A
Directory Sign	1 per establishment or development	16 sq. ft.	6 feet
Electronic Message Sign	1 per parcel	40 sq. ft.	8 feet
Entrance Sign	1 per entrance	12 sq. ft.	4 feet
Projecting Sign	1 per establishment	12 sq. ft.	Roof line of the building
Subdivision Sign	1 per entrance	40 sq. ft.	8 feet
Temporary Subdivision Advertising Sign	1 per public road frontage	32 sq. ft.	8 feet
Wall Sign	1 per public road frontage	3 sq. ft. per 1 lineal foot of building/tenant frontage*	Roof line of the building

* No more than 50% of the total sign area may be displayed on the front of the building. The remaining 50% may be distributed on the sides and rear of the building, with a maximum of 25% distribution per side and a maximum of 50% distribution on the rear of the building.

(Ord. 6-16-10; Ord. 6-21-17; Ord. 10-17-18)

Sec. 22-15-4. - Administration.

- (1) Permit Requirements. Except as otherwise provided herein, no sign shall be erected, altered, refaced or relocated unless a sign permit has been approved by the Zoning Administrator. Where there is a discrepancy between Fluvanna County and the Virginia Department of Transportation sign regulations, the more stringent shall apply. Where the Fluvanna County sign regulations do not recognize a particular type of sign, the Virginia Department of Transportation regulations shall apply.
- (2) Maintenance and Removal.

- (a) All signs shall be constructed in compliance with the Uniform Statewide Building Code, as adopted by the Virginia State Code.
- (b) All signs and components thereof shall be legible and shall be maintained in good repair and in a safe, neat, and clean condition.
- (c) The Zoning Administrator may cause to have removed or repaired immediately any sign which, in the Zoning Administrator's opinion, has become insecure, in danger of falling, or otherwise unsafe, and, as such, presents an immediate threat to the safety of the public. If such action is necessary to render a sign safe, the cost of such emergency removal or repair shall be at the expense of the owner or lessee thereof.
- (d) Any sign that is obsolete, because of discontinuance of the subject activity or any other reason that would cause the sign to be obsolete, shall be removed within ten (10) days.
- (e) Any sign located on property, which becomes vacant and is unoccupied for a period of two (2) years or more shall be deemed abandoned. An abandoned sign shall be removed by the owner or lessee of the property. If the owner or lessee fails to remove the sign, the Zoning Administrator shall give the owner fifteen (15) days written notice to remove it. Upon failure to comply with this notice, the Zoning Administrator may initiate such action as may be necessary to gain compliance with this provision.

(Ord. 6-16-10; Ord. 12-16-15)

Sec. 22-15-4.1. - "Going out of business" and "Special" sales.

- (A) All persons must obtain a permit from the County in order to advertise or conduct a sale for the purpose of discontinuing a retail business, or to modify the word "sale" in any advertisement with the words "going out of business" or any other words which tend to insinuate that the retail business is going to be discontinued and the merchandise liquidated.
- (B) The applicant shall submit an application for a permit to the County Administrator, or his designee, which shall include the following:
 - (1) A statement of the purpose of the sale (i.e., liquidation of assets, terminating retail business);
 - (2) An inventory including the kind and quantity of all goods to be offered for sale during the sale;
 - (3) A copy of any proposed advertisements which may be posted or published in connection with the special sale; and
 - (4) A fee of \$50.00* for the processing of the permit, which shall not be refunded.
- (C) Upon receipt of the complete application and fee, the County Administrator or his designee, shall issue a special sale permit which shall be valid for a maximum of sixty (60) days. An extension of the sale or additional sale shall require an additional permit application and fee as described above. A maximum of one (1) permit beyond the initial sixty (60) day permit may be granted solely for the purpose of liquidating only those goods contained in the initial inventory list which remain unsold.
- (D) The permittee shall prominently display the permit number and effective dates of the special sale on any and all advertisements for such sale. The permittee may not advertise along with its special sale any goods not listed in the inventory provided to the County in its application.
- (E) The permittee may not commingle or add to the special sale any goods not listed in the inventory list provided to the County. Upon proof that the permittee has commingled or added goods not listed in the inventory list to the special sale, the County may revoke the special sale permit.
- (F) The County Administrator's designee shall inspect the advertisement and conducting of the special sale to ensure it is being advertised and conducted in conformity with the permit.
- (G) Advertising or conducting a special sale without a permit, as required by this section, shall be punishable as a Class 1 misdemeanor.

(Ord. 12-16-15)

State Law reference— For state law requiring the County to oversee and permit such sales, see Code of Va., §§ 18.2-223 and 18.2-224.

***Editor's note**— The Board of Supervisors resolution of 12-16-15 approved a fee of \$50.00, previously Sec. 22-15-4.1(B)(4) had required a fee of \$65.00.

Sec. 22-15-5. - Non-conforming signs.

- (1) No nonconforming sign shall be enlarged nor be worded so as to advertise or identify any use other than that in effect at the time it became a nonconforming sign.
- (2) Signs lawfully existing on the effective date of this ordinance or prior ordinances, which do not conform to the provisions of this ordinance, and signs which are accessory to a nonconforming use shall be deemed to be nonconforming signs and may remain except as qualified below. Such signs shall not be enlarged, extended or structurally reconstructed or altered in any manner, except a sign face may be changed so long as the new face is equal to or reduced in height and/or sign area. The burden of establishing the nonconforming status of signs and of the physical characteristics/location of such signs shall be that of the owner of the property. Upon notice from the Zoning Administrator, a property owner shall submit verification that sign(s) lawfully existed at time of erection. Failure to provide such verification shall be cause for order to remove sign(s) or bring sign(s) into conformance with the current ordinance.
- (3) Nothing in this section shall be deemed to prevent keeping in good repair a nonconforming sign; provided, however, that no nonconforming sign which has been declared by the Zoning Administrator to be unsafe because of its physical condition, as provided for in this ordinance, shall be repaired, rebuilt or restored unless such repair or restoration will result in a sign which conforms to all applicable regulations.
- (4) No nonconforming sign shall be moved for any distance on the same lot or to any other lot unless such change in location will make the sign conform to the provisions of this article.
- (5) If a nonconforming sign is removed, the subsequent erection of a sign shall be in accordance with the provisions of this article.
- (6) A nonconforming sign that is destroyed or damaged by any casualty to an extent not exceeding fifty percent (50%) of its replacement value may be restored within two (2) years after such destruction or damage but shall not be enlarged in any manner. If such sign is so destroyed or damaged to an extent exceeding fifty percent (50%), it shall not be reconstructed except for a sign, which would be in accordance with the provisions of this article.
- (7) A nonconforming sign that is changed to, or replaced by, a conforming sign shall no longer be deemed nonconforming, and thereafter such sign shall be in accordance with the provisions of this article.
- (8) A nonconforming sign shall be removed if the structure to which it is accessory is demolished or destroyed to an extent exceeding fifty percent (50%) of its appraised value.
- (9) The ownership of the sign or the property on which the sign is located shall not, in and of itself, affect the status of a non-conforming sign.
- (10) A nonconforming sign shall be considered abandoned if the business for which the sign was erected has not been in operation for a period of at least two (2) years. After the two (2) year period, the Zoning Administrator shall make a reasonable attempt to contact the property owner. If the property owner refuses to remove the abandoned sign, the County's agents or employees may enter the property upon which the sign is located and remove such sign and charge the cost of removal to the owner of the property. Nothing herein shall prevent the County from applying to the appropriate courts for an

order requiring removal of the abandoned nonconforming sign by injunction or other appropriate remedy.*

(Ord. 6-16-10; Ord. 12-16-15)

***State law reference**— For state authority as to the removal of abandoned nonconforming signs, see Code of Va., § 15.2-2307.

ARTICLE 22. - DEFINITIONS

Sec. 22-22-1. - Rules of construction; definitions.

The following terms shall have the meanings assigned to them as hereinafter set forth. Except as expressly otherwise defined herein, all terms used in this chapter shall have their ordinary and established meanings, as the context may require. A word importing the masculine gender only may extend and be applied to females and to corporations as well as males. 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.

EXCERPT OF ARTICLE 22. DEFINITIONS – RELATED TO SIGN

Sign : Any object, device, display, or structure that is used to advertise, identify, display, direct, or attract attention to an object, person, institution, organization, business, product, service, event, or location by any means, including words, letters, figures, design, symbols, fixtures, colors, illumination, projected images, or any combination thereof.

Sign, auction : A temporary sign, not illuminated, advertising an auction to be conducted on the lot or premises upon which it is situated, such signs shall not exceed twenty (20) square feet in area.

(Ord. 12-16-15)

Sign, awning : A sign that is painted or otherwise applied on or attached to an awning, canopy, or other fabric, plastic, or structural protective cover over a door, entrance, or window of a building.

Sign, banner : A temporary sign, not exceeding thirty-two (32) square feet, made of fabric or other flexible material, suspended from a fixed structure, rope, wire, string, or cable. Banner signs are for the advertising of a special event, product, or group and are not to be displayed for a period of more than thirty (30) consecutive days, and not more than sixty (60) days total in a calendar year.

(Ord. 12-16-15)

Sign, business : A sign which directs attention to a product, commodity, or service available on the premises including professional offices or institutional use.

Sign, canopy : A type of wall sign that is attached to the fascia of a canopy.

Sign, construction : A temporary sign that identifies an architect, engineer, contractor, subcontractor, or material supplier who participates in construction on the property on which the sign is located. Such signs shall not exceed thirty-two (32) square feet in area and eight (8) feet in height, and may be erected once the land disturbance permit has been issued for the property and must be removed upon issuance of a final certificate of occupancy.

(Ord. 12-16-15)

Sign, directional : A sign, not to exceed four (4) square feet, providing on-premise directions for pedestrian and vehicular traffic including, but not limited to, entrance/exit signs, parking areas, loading zones, and circulation direction.

Sign, directory : A sign that lists the names, uses, or locations of the businesses or activities conducted within a building or group of buildings of a development.

Sign, electronic message : A monument sign or portion thereof in which the copy is composed of a series of lights that may be changed through electronic means. The total area of the electronic message display area for such signs shall not exceed thirty percent (30%) of the total area of the sign area permitted for that site.

Sign, estate : An on-premise sign that identifies the name, occupant, and/or street address of a private residence, property, or farm. Such signs shall not exceed nine (9) square feet.

Sign face : The area or display surface used for the message.

Sign, flashing : An illuminated sign of which all or part of the illumination is flashing or intermittent, or changing in degrees of intensity, brightness or color. Electronic message signs that meet the requirements this article and Section 22-15 shall not be considered flashing signs.

Sign, freestanding : A sign anchored directly to the ground or supported by one or more posts, columns, or other vertical structures or supports, and not attached to or dependent for support from any building.

Sign, home occupation : A sign containing only the name and occupation of a permitted home occupation on the premises.

Sign, illuminated : A sign, or any part of a sign, which is externally or internally illuminated or otherwise lighted from a source specifically intended for the purpose of such illumination or lighting.

Sign, inflatable : Any display capable of being expanded by air or other gas and used on a permanent or temporary basis to advertise a product or event.

Sign, monument : A sign affixed to, and made an integral part of, a structure built on grade that does not involve the use of poles as its major support.

Sign, moving : A sign, any part of which moves by means of an electrical, mechanical, or other device, or that is set in motion by wind.

Sign, nonconforming : A sign lawfully erected and maintained prior to the adopting of this ordinance that does not conform with the requirements of this ordinance.

Sign, off-premise : A sign that directs attention to a business, product, service or establishment, conducted, sold or offered at a location other than the premises on which the sign is erected.

Sign, on-premise : Any sign identifying or advertising a business, person, property, activity, goods, products, or services, located on the premises where the sign is installed and maintained.

Sign, pennant : A sign, with or without a logo, made of flexible materials suspended from one or two corners, used in combination with other such signs to create the impression of a line, such as streamers.

Sign, political : A temporary sign expressing or implying the opinion or opinions of an individual or group intended to influence the election or appointment of government officials and/or to influence the actions, policies and /or conduct of government.

(Ord. 10-18-00; Ord. 12-16-15)

Sign, portable : A sign that is not permanently affixed to the ground or to a permanent structure, or a sign that can be moved to another location including, but not limited to, signs with attached wheels, signs mounted upon or applied to a trailer, or signs mounted on or applied to a vehicle that is parked and visible from the public right-of-way.

Sign, projecting : A sign, attached to and supported by a building or wall, that projects out perpendicularly from that wall more than twelve inches (12") but not more than four feet (4').

Sign, public : A sign that is erected and maintained by a federal, state, or local government agency.

Sign, real estate : A sign pertaining to the sale or lease of the premises on which the sign is located. Such signs shall not exceed nine (9) square feet.

Sign, roof : A sign that is mounted on the roof of a building or which extends above the top edge of the wall of a flat-roofed building, above the eave line of a building with a hip, gambrel, or gable roof, or the deck line of a building with a mansard roof.

Sign structure : The supports, uprights, bracing and/or framework of any structure, be it single-faced, double-faced, v-type or otherwise exhibiting a sign.

Sign, subdivision : A monument sign erected at the entrance of a residential, commercial, or industrial development that identifies the development.

Sign, temporary : A sign for the advertising of a special event, product, group, occurrence, speaker, program or seasonal activity and not intended or designed for permanent display, including by way of example and not limitation, signs advertising an event, election, or campaign of an educational, political, religious, civic, philanthropic or historical organization. Temporary signs shall be posted a reasonable time before, but in no event greater than sixty (60) days prior to such event, as defined herein, and shall be removed a reasonable time after, but in no event greater than ten (10) days after such event, as defined herein. Temporary signs shall be of reasonable size and no larger than the largest permitted signs in the zoning district, unless otherwise specified in this Code.

(Ord. 12-16-15)

Sign, temporary directional : A temporary sign directing individuals to the location of a special event or gathering.

(Ord. 12-16-15)

Sign, temporary sale, announcement or merchandising : Any sign denoting a sale or special product, promotion, or announcing a grand opening, new management, or similar event or activity occurring on the premises. Only one such sign shall be permitted at a time per business. Such signs shall be treated as temporary signs, as defined herein and shall be of reasonable size and no larger than the largest permitted signs in the zoning district, unless otherwise specified in this Code. A permanently installed changeable letter panel shall not be considered a temporary sign.

(Ord. 6-21-17)

Sign, temporary subdivision advertising : A sign erected on a parcel or at the entrance to a residential, commercial, or industrial subdivision that identifies the name of the development and advertises for sale lots within the development. Such signs shall be permitted for six (6) month increments, with a letter requesting renewal from the applicant for additional six (6) month increments and to be removed upon issuance of a permit for the placement of a permanent subdivision sign.

Sign, wall : A sign mounted flat against, or painted on, the exterior wall of a building or structure and not projecting more than twelve inches (12") from the surface of the building, unless on the mansard portion of a roof.

Sign, warning : A sign located on a property for warning or prohibitions on parking, trespassing, hunting, fishing, swimming, or other activity.

(Ord. 12-16-15)

Sign, window : A permanent or temporary sign affixed to the interior or exterior of a window or door, or within three feet (3') of the interior of the window or door; provided that the display of goods available for purchase on the premises is not a window sign. Such signs shall not exceed twenty-five percent (25%) of the total area of the window or door on which it is located.

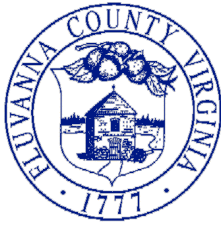
**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

TAB M

MEETING DATE:	May 17, 2023				
AGENDA TITLE:	Burn Building Update				
MOTION(s):	N/A				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
					X
STAFF CONTACT(S):	Eric Dahl, County Administrator				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	N/A				
TIMING:	Routine				
DISCUSSION:	Provide an update on the burn building project and discuss a letter of request to the Virginia Fire Services Board for an approval of a different type of fire training structure not currently approved under grant program.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	N/A				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X

**FLUVANNA COUNTY BOARD OF SUPERVISORS
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 type="checkbox"/>	Fluvanna County Bank Balance and Investment Report
<input checked="" type="checkbox"/>	Unassigned Fund Balance Report
<input checked="" type="checkbox"/>	VDOT Monthly Report & 2020 Resurfacing List
<input type="checkbox"/>	ARPA Fund Balance Memo
<input checked="" type="checkbox"/>	The Board of Supervisors Two Year Plan



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

BOS2023-05-17 p. 277/294

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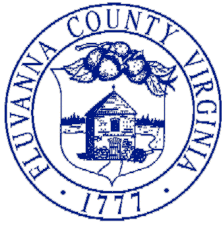
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MEMORANDUM

Date: May 17, 2023
From: Theresa McAllister – Management Analyst
To: Board of Supervisors
Subject: FY23 BOS Contingency Balance

The FY23 BOS Contingency line balance is as follows:

Beginning Original Budget:	\$162,000
Less: Career Development Circuit Court Clear & Commissioner of Revenue	-15,393
Less: Comprehensive Safety Action Plan Grant – Safe Streets - TJPDC	-30,000
Less: Comprehensive Economic Development Strategy (CEDs) - TJPDC	-2,097.04
Less: 2022 Board of Supervisors Planning Retreat	-5,000
Less: Social Services Salary Range Revision	-17,503
Available:	\$92,006.96



COUNTY OF FLUVANNA

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MEMORANDUM

Date: May 17, 2023
From: Theresa McAllister – Management Analyst
To: Board of Supervisors
Subject: FY23 Capital Reserve Balances

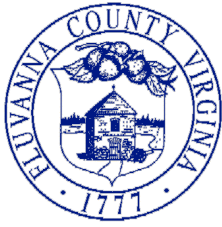
The FY23 Capital Reserve account balances are as follows:

County Capital Reserve:

FY22 Carryover	\$512,518
FY23 Budget Allocation:	\$250,000
Less: Fluvanna County District Court Microphone System Replacement	-5,963
Less: Ground Water Well Monitoring at Convenience Center	-27,050
Less: Public Safety Building 5 ton heat pump	-6,408
Less: Generator at Carysbrook Fuel Pumps	-30,000
Less: 4 ton heat pump at Fluvanna County Community Center	-8,522.36
Less: HVAC leaking evaporator coil at the Fluvanna County Library	-6,301.01
Less: FUSD Network Installation	-12,415.70
Less: Commonwealth's Attorney Office Mold Remediation	-9,800
Less: Kents Store Firehouse Remediation	-63,000
Less: Replacement of Hot Water Heating Boiler at PW's Maintenance Shop Carysbrook	-36,292
Less: Purchase and install dump body on 2001 Fprd F-550 Brush Truck that was transferred from FUFd to PW's	-17,300
Add: Closed CRM Projects 04/04/2023	1,521.97
FY23 Available:	540,987.90

Schools Capital Reserve:

FY22 Carryover	\$387,600
FY23 Budget Allocation:	\$200,000
Less: FCHS Tennis Court Repair	-63,100
Less: Emergency Radios for FCPS School and Departments	-23,910
Add: Closed CRM Project – 08/27/2022	4,884
Less: Central Elementary purchase of 3 HVAC chiller fans	-10,560
Less: Central Elementary HVAC Chiller replacing failed parts	-11,090
Less: FCHS main chiller	-6,740
Less: Fluvanna Middles School HVAC Chiller	-9,178
Add: Insurance recovery from VACORP for vandalism at FMS	38,498.27
Less: Repair and updating equipment at FMS due to vandalism	-38,498.27
Less: Central Fire Control System	-4,460
Less: FCHS Hot Water Heater	-4,435
Less: FCHS Track Surface	-16,850
Less: FMS Fire Control Main Board	-4,990
Less: FMS Fire Control System	-5,275
Less: FCPS Sewer line repairs and installing clean out	-15,500
Less: FCHS auditorium air handler and installing a new one	-7,800
Less: FCHS Centrifungal Pump	-8,524
Less: FCHS Chiller #1	-36,380
Less: Carysbrook Elementary Water Leak Repair	-21,500
Less: Central Elementary Sewer Back Up	-3,200
Less: 12 Year Replacement Cycle for (82) Fire Extinguishers at FCHS	-5,945



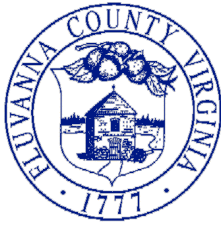
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Less: UVA Cooperative Procurement – Tennis Court Cracks	-1,100
Less: Rekortan – FCHS Track Repair	-26,630
Add: Closed CRM Projects 4/4/2023	341.98
Add: Closed CRM Projects 5/1/2023	34.00
Less: Replacing flanged silent globe check valves on the booster pump, discharge piping at water plant, and adjust pressure down on well to stop blow out	-4350
FY23 Available:	301,342.98



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MEMORANDUM

Date: May 17, 2023
From: Theresa McAllister – Management Analyst
To: Board of Supervisors
Subject: Unassigned Fund Balance

FY22 Year End Audited Total Unassigned Fund Balance:	\$26,519,445
Unassigned Fund Balance – 12% Target Per Policy:	\$10,215,566
Unassigned Fund Balance – Excess Above Policy Target:	\$16,303,879
Less: Palmyra Village Streetscape Project 10.19.22	-317,831
Less: Pleasant Grove Athletic Field Lighting	-108,990
Current Unassigned Fund Balance – Excess Above Policy Target:	\$15,877,058

FLUVANNA COUNTY
May 2023

MAINTENANCE	
<p>The Palmyra and Zions Crossroads Area Headquarters for the month of April 2023.</p> <ul style="list-style-type: none"> • Mowing of primary & secondary routes-15, 53, 648 • Completed ditching on Rte 619 • Ditching Rte 673 • Remove advertising signs within ROW • Asphalt Patching Rte 689 • Crosspipe replacement Rte 689 • Incident response fatality Rte 613 	
LAND DEVELOPMENT & PERMITS	Aaron LeBeau, P.E.
<p>Plans with outstanding comments or under review (Activity within last 90 days)</p> <ul style="list-style-type: none"> • West River Road Self Storage, Site Plan <p>Plans found acceptable</p> <ul style="list-style-type: none"> • Bells Farm Lane, Final Plat Review • Colonial Circle, Utility Plan <p>Other</p> <ul style="list-style-type: none"> • <p>LUP Permits Issued and Completed:</p> <ul style="list-style-type: none"> • VDOT issued 8 permits in April 2023. • VDOT closed 12 permits in April 2023. 	

CONSTRUCTION

Bridge Projects:

- **On-Call Bridge Maintenance Contract BRDG-967-457,N501 (UPC 115014) –**
Scope: Bridge Maintenance (Various locations)
Estimated Contract Completion Date: June 30, 2022 (Term 3)
 (Currently Inactive in the area)

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)
 (Currently Inactive in the Area)

Schedules:

- **ST7A-967-F23, P401 (UPC121616) Various routes**
NTP: March 15,2023
Scope: Plant Mix
Estimated contract completion date: October 22,2023

TRAFFIC STUDIES/ SPECIAL REQUESTS

Marking requested on Route 659; passing zone.

Status: In Progress; passing zone removed, full installation pending completion by Contractor

Bridge Weight Restriction Signage on Rt 637, Antioch Road over Hardware River

Request Received on 3/7/2023

Status: Completed; pending installation

Curve warning signs between Rte 655 & Rte 656

Request Received on 4/4/2023

Status: In Progress; pending sign plan

School bus stop ahead on Rte 616 for Rte 1245, Union Mills Road

Request Received on 5/01/2023

Status: In Progress; pending field review

The Board of Supervisors Two Year Plan – *Draft, August 2022*

#	Complete	2022 Two Year Goals	Year 1	Year 2	Notes
A		SERVICE DELIVERY			
A1		Work with FRA to identify support options for Fire and Rescue volunteers.		X	
A2		Perform comprehensive review of existing partnerships with local area support and non-profit groups providing services to Fluvanna residents; review service gaps and identify needed partnerships.	X	X	Begin in Year 1; complete in Year 2
A3		Initiate comprehensive review of traffic throughout the county with a particular focus on high-traffic areas around the Lake Monticello community.		X	
A4		Community transportation options and alternatives.		X	Shared school buses/drivers providing transportation for county residents; TJPDC Rural Transportation work group; JAUNT
A5		Implement annual county volunteer recognition ceremony.		X	
A6		Design implementation plan for professional Fire Chief position.		X	
B		COMMUNICATION			
B1		Develop communication plan to inform residents of County projects, accomplishments, and where tax dollars are spent.		X	
C		PROJECT MANAGEMENT			
C1		Continue Columbia area renewal efforts.	X	X	

#	Complete	2022 Two Year Goals	Year 1	Year 2	Notes
C2		Complete a Master Water and Sewer (Plan Phase I) to identify sources for the county's long-term water needs; particularly for each of its community planning areas.	X		
C3		Continue Palmyra Village Streetscape	X	X	Phase I: project begins in 2025, street flow, sidewalks, and street parking on Stone Jail Street side of Civil War Park. Phase II: Crosswalks, sidewalks and parking on Main Street.
		C3.1 Review and pursue opportunities and options for a Palmyra Village Streetscape project to improve safety, parking, walkability, and overall appearance.	X		2022 Smart Scale Grant Awarded.
		C3.2 Research options for civic displays (flags, banners, Notable Residents, etc.)		X	
C4		Successfully oversee and manage Fluvanna County aspects of the James River Water Project.	X	X	
C5		Successfully oversee and manage the design and construction of the Zion Crossroads water and sewer system.	X	X	
C6		Pursue Fork Union revitalization.		X	
		C6.1 Research options for civic displays (flags, banners, Notable Residents, etc.)		X	
C7		Oversee New Administration Building project.	X	X	Multi-year project.
		C7.1 Create and Issue Request for Proposal for Design	X		
		C7.2 Select Design Firm for design of New Admin Building		X	
D		COMMUNITY DEVELOPMENT & ENRICHMENT			
D1		Draft and a formal County-wide economic development and tourism strategy inclusive of an implementation schedule.	X	X	

#	Complete	2022 Two Year Goals	Year 1	Year 2	Notes
		D1.1 Adopt Economic Development Strategic Plan.	X		
		D1.2 Implement five-year Economic Development Strategic Plan.		X	
D2		Seek opportunities to coordinate development activity at Fluvanna's northern border with Louisa County.	X	X	
D3		Hold an Economic Development Discussion Forum for local businesses with planning, zoning, building inspections, infrastructure components.	X		
D4		Investigate options for utilizing Dominion proffer - \$500,000 for recreation, green space.	X	X	
D5		Investigate opportunities to support expanded recreation opportunities, arts, and tourism.	X	X	Coordination with State agencies regarding the installation of additional boat ramps along the Rivanna and James Rivers. Fluvanna After Five @ Pleasant Grove.
D6		Research creating a "teaching farm" at PG Park.		X	Collaborative effort - FCPS? Cooperative Extension? Farm Bureau?
D7		Implement stronger Code Enforcement on the County's Spot Blight Abatement program	X	X	
D8		Review the Subdivision Ordinance on Cluster subdivisions; large lot subdivisions.		X	
D9		Review the Zoning Ordinance to look at higher density options between CPA and R4.		X	
E		FINANCIAL STEWARDSHIP AND EFFICIENCY			

#	Complete	2022 Two Year Goals	Year 1	Year 2	Notes
E1		Reduce the County's reliance on creating and mailing paper checks for payments and implement expanded ACH/EFT transaction options.	X		
E2		Implement credit card payment option for citizen at all County funds collection points through MUNIS Cashiering process.	X	X	
E3		Plan for ways to adequately fund, implement and standardize the Capital Improvement Plan, eliminating deferred CIP projects.		X	