



**FLUVANNA COUNTY BOARD OF SUPERVISORS**  
**REGULAR MEETING AGENDA**  
 Fluvanna County Library  
 214 Commons Blvd, Palmyra, Virginia 22963  
 June 21, 2023 at 7:00 pm

<b>TAB</b>	<b>AGENDA ITEMS</b>
<b>1</b>	<b>CALL TO ORDER</b>
<b>2</b>	<b>PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE</b>
<b>3</b>	<b>ADOPTION OF AGENDA</b>
	<b>SPECIAL PRESENTATION</b>
A	A Resolution Honoring Cecil L. Cobb
B	A Resolution Recognizing and Honoring the Service and Retirement of Fredrick W. Payne, Esq.
<b>4</b>	<b>COUNTY ADMINISTRATOR'S REPORT</b>
<b>5</b>	<b>PUBLIC COMMENTS #1</b> (5 minutes each)
<b>6</b>	<b>PUBLIC HEARING</b>
C	ZMP 23:02 Renaud Consulting – Douglas Miles, Director of Community Development
<b>7</b>	<b>ACTION MATTERS</b>
<b>7A</b>	<b>APPOINTMENTS</b>
<b>8</b>	<b>PRESENTATIONS</b> (normally not to exceed 10 minutes each)
D	Sheriff's Office Recruitment, Retention, and Salary Increase – Eric Hess, Sheriff
E	Open Meeting Requirements under the Virginia Freedom of Information Act – Dan Whitten, County Attorney
F	Zion Crossroads Water and Sewer System Project Costs – Eric Dahl, County Administrator
<b>9</b>	<b>CONSENT AGENDA</b>
G	Minutes of June 7, 2023 – Caitlin Solis, Clerk to the Board
I	Resolution Recognizing Trey Robert Daniel Houseknecht – Eagle Scout -Eric Dahl, County Administrator
H	Accounts Payable Report for May 2023 – Tori Melton, Director of Finance
J	Purchase Agreement with James River Equipment for Backhoe – Tori Melton, Finance Director
K	County EMS Supervisor Position Description Update – Donna Snow, Director of Human Resources
L	VDOT Secondary Road Acceptance – Berry Court – Eric Dahl, County Administrator
<b>10</b>	<b>UNFINISHED BUSINESS</b>
	TBD
<b>11</b>	<b>NEW BUSINESS</b>
	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.*

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

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**13 – CLOSED MEETING**

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TBD

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**14 – ADJOURN**

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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.*



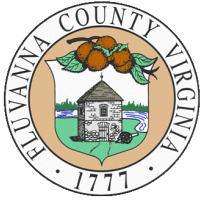


**FLUVANNA COUNTY BOARD OF SUPERVISORS  
AGENDA ITEM STAFF REPORT**

**TAB A**

<b>MEETING DATE:</b>	June 21, 2023				
<b>AGENDA TITLE:</b>	A Resolution Honoring Cecil L. Cobb				
<b>MOTION(s):</b>	I move the Board of Supervisors adopt "A Resolution Honoring Cecil L. Cobb."				
<b>BOS 2 YEAR GOALS?</b>	Yes	No	<b>If yes, list goal(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
<b>STAFF CONTACT(S):</b>	Eric Dahl, County Administrator				
<b>PRESENTER(S):</b>	Eric Dahl, County Administrator				
<b>RECOMMENDATION:</b>	Approve				
<b>TIMING:</b>	Normal				
<b>DISCUSSION:</b>	A Resolution Honoring Cecil L. Cobb				
<b>FISCAL IMPACT:</b>	None				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	<ul style="list-style-type: none"> <li>• Resolution</li> </ul>				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
					X





**BOARD OF SUPERVISORS**

County of Fluvanna  
Palmyra, Virginia

**RESOLUTION No. 09-2023**

**A RESOLUTION HONORING CECIL LOUIS COBB**

**WHEREAS**, Cecil Louis Cobb, Fluvanna County native son, after 68 full and fruitful years, departed this life on January 31, 2023; and

**WHEREAS**, Mr. Cobb was, among many other things, a business owner, volunteer fire fighter, a coach, an advocate for environmental protection and rural preservation; and

**WHEREAS**, in 1996 Mr. Cobb was elected to the Fluvanna County Board of Supervisors, serving as Chair of the Board for six of the twelve years he held office; and

**WHEREAS**, during his tenure as Fork Union District Supervisor, Mr. Cobb served as County Director of Emergency Services, was a member of the Fluvanna County Local Emergency Planning Committee, the Fork Union Sanitary District Advisory Board, the Parks and Recreation Advisory Board, the Economic Development Commission, the Landfill Advisory-Committee, and the Fluvanna County Fire and Rescue Steering Committee; and

**WHEREAS**, as a member of the steering committees for a new County Courthouse, the Palmyra firehouse, and a Public Safety Building, Mr. Cobb was instrumental in numerous improvements to County infrastructure and services. Mr. Cobb was also supportive of a new County Library and the Fluvanna County High School at Pleasant Grove; and

**WHEREAS**, Mr. Cobb never tired of looking for ways to help the community, supporting the creation of the Heritage Trail and recreational facilities for county residents, including the baseball, softball, and soccer fields at Pleasant Grove; and

**WHEREAS**, with humor and a ready smile, Mr. Cobb was a faithful and engaged public servant.

**NOW, THEREFORE, BE IT RESOLVED**, on this 21st day of June, 2023, that the Fluvanna County Board of Supervisors, with respect and gratitude, does hereby posthumously recognize Cecil Louis Cobb for his dedicated service, compassionate leadership, and many contributions to the County and the people who call it home. He will be missed.

**BE IT FURTHER RESOLVED**, the Fluvanna County Board of Supervisors extends its sympathy to the family of Cecil Louis Cobb and decrees that the family be furnished a copy of this resolution.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** by the Fluvanna County Board of Supervisors of Fluvanna County on this 21st day of June, 2023.

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

Attest:

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Mozell H. Booker, Chair  
Fluvanna County Board of Supervisors

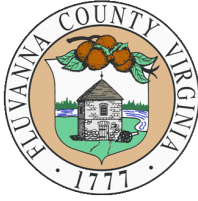


**FLUVANNA COUNTY BOARD OF SUPERVISORS  
AGENDA ITEM STAFF REPORT**

**TAB B**

<b>MEETING DATE:</b>	June 21, 2023				
<b>AGENDA TITLE:</b>	A Resolution Recognizing and Honoring the Service and Retirement of Fredrick W. Payne, Esq.				
<b>MOTION(s):</b>	<b>I move the Board of Supervisors adopt "A Resolution Recognizing and Honoring the Service and Retirement of Fredrick W. Payne, Esq."</b>				
<b>BOS 2 YEAR GOALS?</b>	Yes	No	<b>If yes, list goal(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
<b>STAFF CONTACT(S):</b>	Eric Dahl, County Administrator				
<b>PRESENTER(S):</b>	Eric Dahl, County Administrator				
<b>RECOMMENDATION:</b>	Approve				
<b>TIMING:</b>	Normal				
<b>DISCUSSION:</b>	A Resolution Recognizing and Honoring the Service and Retirement of Fredrick W. Payne, Esq.				
<b>FISCAL IMPACT:</b>	None				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	<ul style="list-style-type: none"> <li>• Resolution</li> </ul>				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
					X





**BOARD OF SUPERVISORS**

BOS2023-06-21 p.11/302

County of Fluvanna  
Palmyra, Virginia

**RESOLUTION No. 18-2023**

**A Resolution Recognizing and Honoring the Service  
and Retirement of Fredrick W. Payne, Esq.**

**WHEREAS**, Fredrick W. Payne is most highly esteemed by his peers and colleagues as a consummate professional and gentleman; and

**WHEREAS**, Mr. Payne did complete his undergraduate years at Yale University and upon whom *Juris Doctor* was conferred by the University of Virginia School of Law; and

**WHEREAS**, Mr. Payne became a member of the Virginia Bar Association in 1974, focusing his legal career in local government, real estate, land use, zoning, and title law; and

**WHEREAS**, Mr. Payne was appointed County Attorney in 1985 by the Fluvanna County Board of Supervisors; and

**WHEREAS**, Mr. Payne has offered his knowledge and counsel to the Fluvanna County Planning Commission, the Board of Supervisors, Constitutional Officers, and the Staff of Fluvanna County; and

**WHEREAS**, Mr. Payne has served with honor and dignity for more than 37 years; and

**WHEREAS**, Mr. Payne and his wife Caroline, long-time residents of the City of Charlottesville, moved home to Fluvanna County in January 2018; and

**WHEREAS**, Mr. Payne will soon retire from public service;

**THEREFORE, be it resolved**, that the Fluvanna County Board of Supervisors does hereby recognize the contributions and professionalism of Fredrick W. Payne to this body and this community. The Board offers its sincere gratitude for his many years of service and wishes him and long and happy retirement.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** by the Fluvanna County Board of Supervisors a Regular Meeting of the Board held on the 21<sup>st</sup> day of June, 2023.

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

Attest:

\_\_\_\_\_  
Mozell H. Booker, Chair  
Fluvanna County Board of Supervisors



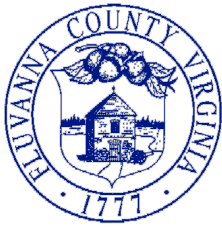


**FLUVANNA COUNTY BOARD OF SUPERVISORS  
AGENDA ITEM STAFF REPORT**

TAB C

<b>MEETING DATE:</b>	June 21, 2023				
<b>AGENDA TITLE:</b>	ZMP 23:02 Renaud Consulting				
<b>MOTION(s):</b>	<b>I move that the Board of Supervisors (Approve/deny/defer) ZMP 23:02 a rezoning request to conditionally rezone from A-1, Agricultural, General and I-1, Industrial, Limited to the B-1, Business, General Zoning District with respect to 4.7 +/- acres of Tax Map 5 Section A Parcels 48, 51, part of 52 and part of 53; Tax Map 5A Section 1 Parcel L2 and Tax Map 5A Section 2 Parcels L1 and L1A along with the proffers dated April 3, 2023.</b>				
<b>BOS 2 YEAR GOALS?</b>	Yes	No	<b>If yes, which goal(s):</b>	N/A	
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
	X				
<b>STAFF CONTACT(S):</b>	Douglas Miles, Community Development Director				
<b>PRESENTER(S):</b>	Douglas Miles, Community Development Director				
<b>RECOMMENDATION:</b>	At its meeting on May 9, 2023 the Planning Commission <b>recommended Approval</b> of ZMP 23:02 Renaud Consulting (5-0); Mr. Goad moved to recommend Approval and Mr. Lagomarsino seconded; AYES: Lagomarsino, Goad, Key, Bibb and Morgan.				
<b>TIMING:</b>	Normal Public Hearing review process				
<b>DISCUSSION:</b>	The proposed Wawa would contain about 6,000 square feet of store space and include nine (9) fuel pumps under an approximately twenty (20) foot tall canopy. A diagram of the Wawa store and conceptual elevations are included with this Application. The exterior of the building would be a combination of brick and manufactured stone veneer with the finishes being earth-tone colors as identified on the Conceptual Elevations that have been submitted with the Application.				
<b>FISCAL IMPACT:</b>	Retail commercial taxation from the convenience store merchandise and gas sales				
<b>POLICY IMPACT:</b>	Regarding ZMP 23:02 Renaud Consulting the Fluvanna Board of Supervisors may: <ul style="list-style-type: none"> <li>- Approve this request, allowing two new retail commercial land uses; OR</li> <li>- Deny this request, preventing the property from being rezoned to B-1; OR</li> <li>- Defer this request and make a final decision at a future Board meeting date.</li> </ul>				
<b>LEGISLATIVE HISTORY:</b>	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 May 9, 2023 through a Public Hearing review process.				
<b>ENCLOSURES:</b>	Renaud Consulting Staff Report with proffered conditions				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
	X				X





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# COUNTY OF FLUVANNA

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

## BOARD OF SUPERVISORS STAFF REPORT

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

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

**General Information:** This conditional rezoning case request is scheduled to be heard by the Board of Supervisors as a Public Hearing on Wednesday, June 21, 2023 at 7:00 pm in the Fluvanna County Library.

**Applicant:** Mark Fontaine / Renaud Consulting

**Representative:** Ann Neil Cosby / Wire Gill Law Firm

**Requested Action:** **ZMP 23:02 Renaud Consulting** – A rezoning request to conditionally rezone from A-1, Agricultural, General and I-1, Industrial, Limited to the B-1, Business, General Zoning District with respect to 4.7 +/- acres of Tax Map 5 Section A Parcels 48, 51, part of 52 and part of 53; Tax Map 5A Section 1 Parcel L2 and Tax Map 5A Section 2 Parcels L1 and L1A. The subject properties are located in the southwest quadrant of Richmond Road (Route 250) and James Madison Highway (Route 15) in the Zion Crossroads Community Planning Area and the Columbia Election District.

**Existing Zoning:** A-1, General Agricultural and I-1, Limited Industrial Zoning Districts

**Proposed Zoning:** B-1, General Business Zoning District with proffered conditions

**Public Utilities:** Fluvanna County water and wastewater

**Property Proposal:**

The proposed Wawa would contain about 6,000 square feet of store space and include nine (9) fuel pumps under an approximately twenty (20) foot tall canopy. A diagram of the Wawa store and conceptual elevations are included with this Application. The exterior of the building would be a combination of brick and manufactured stone veneer with the finishes being earth-tone colors as identified on the Conceptual Elevations that have been submitted with the Application.

Wawa's business operations would be similar to those at Wawa's existing locations in Virginia. The convenience store and fueling services would be open seven (7) days a week and 24 hours a day. In addition to pre-packaged retail items, Wawa sells fresh sandwiches, salads, wraps, snacks and breakfast items that are made to order. Specialty coffees and drinks are also made to order in a similar fashion to a Starbucks retail store that may offer fresh food and hot beverages.

### **Transportation Planning:**

The Wawa store would be served by two (2) access points, one up on Route 250 which is mostly constructed with an existing right turn lane into the subject property and one on Route 15 to be constructed as generally shown on the Site Plan. The applicant will construct site entrances and any other transportation improvements that are identified as being warranted by the Virginia Department of Transportation VDOT – Louisa Residency Office that covers Fluvanna County.

The Kimley Horn - Richmond office has prepared the Wawa at Zion Crossroads Traffic Study for this proposed commercial use under this conditional rezoning application. Please see the Wawa at Zion Crossroads Traffic Impact Analysis (TIA) document dated December 2022 that has been made a part of this Application to help finalize what VDOT road improvements are needed to support this new retail store and upgrade the existing Route 250 and Route 15 intersection area.

### **Comprehensive Plan:**

In Fluvanna County, commercial growth has occurred outside of the gates of Lake Monticello in the Rivanna Community Planning Area due to both the population density and available water and sewer for such land uses. The County's 2015 Comprehensive Plan also recognizes the Zion Crossroads Community Planning Area and more specifically in the Urban Development Area for commercial and industrial growth and development as available water and sewer is constructed for retail uses like this Wawa Convenience Store that falls under B-1, General Business zoning.

Regarding the Zion Crossroads Area in particular, the Plan states "Zion Crossroads is poised to become the new center of industry and commerce for the county. Its location in relation to existing and proposed infrastructure, an interstate interchange, and the intersection of Routes 250 and 15 make it a logical choice for business development" and Wawa has selected this location.

The Economic Development chapter of the Plan reiterates that Zion Crossroads is the county's primary commercial area and Route 250 is a primary gateway into the County. In this area, land use, transportation and economic development should be balanced in a holistic approach instead of viewing them as individual issues. This conditional rezoning Application addresses land use, transportation, site design, the entrance corridor vision and economic development as equally important parts that are inherent to the Project. The requested B-1 zoning with the proffers and plans that have been included with the Application satisfy the Plan's vision for development in the Zion Crossroads area that promotes the vision and goals of the County's area plan and the Plan overall. Additional commercial development will be constructed at this same site location.

The construction of a Wawa on this Property and the rezoning of the remainder of the Property to B-1 for future development is consistent with the commercial development goals of the Plan and

the Zion Crossroads Community Planning Area. Wawa's business operations will serve local residents and interstate travelers and provide a transitional commercial use that will enhance the Zion Crossroads gateway through site design and complementary landscaping and signage in the area. Parcel 4 will be available for development for any of the uses permitted in the B-1 zoning district, subject to compliance with the Proffers, the underlying B-1 zoning regulations and all other applicable County ordinances. The applicant has continued to work with Fluvanna County on making this store to be the same, if not better than the recently completed Wawa in Albemarle County, located on Route 29 at Proffitt Road, which was also constructed by Renaud Consulting.

**Zoning Ordinance:**

**B-1 Zoning District:**

The applicant has proffered out B-1, General Business by right land uses that include Civic uses: Public recreation assembly and Sheltered care facilities; Commercial uses: Assisted living facilities, Auction houses, Boarding houses, Commercial cemeteries, Flea markets, Parking facilities as a principal use, Recreational vehicle sales and Self-storage facilities and these by Special Use Permit only land uses: Adult entertainment establishments, Adult retail stores, Dormitories, Halfway houses, Lumberyards, Manufactured home sales, Outdoor entertainment, Outdoor gatherings, Outdoor recreational facilities, Railroad facilities and Transportation facilities. These same type uses have been typical uses to be proffered out in other B-1, General Business zoning district conditional rezoning requests that are not appropriate in most areas of Fluvanna County. The applicant intends to specifically retain commercial land uses that relate to retail shopping centers and outparcels and all other B-1 by right land uses that are not specifically excluded in the Proffer Statement for this conditional rezoning case request.

**Neighborhood Meeting:**

A Community meeting was held on Thursday, April 27th at 6:00 pm within the Fluvanna County Administration Building – Morris Conference Room. The applicant and the property owners discussed along with the applicant's attorney and site engineer, the proposed Wawa project with the County Administrator, Community Development Director, Economic Development Director, Palmyra Board of Supervisors member and the Columbia Planning Commissioner along with interested County residents. The necessary transportation improvements on Route 15 and Route 250, such as new taper and turn lanes was the main topic of discussion at this Fluvanna County entrance and the fact that up on Route 250 there is an existing right turn lane into this Property.

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.

(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.

**Planning Commission Hearing:**

The Planning Commission conducted a Public Hearing on Tuesday, May 9, 2023 and no one spoke in support or in opposition to this B-1 conditional rezoning case request. The Planning Commission therefore recommended Approval along with the applicant's proffered conditions.

**Suggested Motion:**

I move that the Board of Supervisors (Approve/deny/defer) ZMP 23:02 a rezoning request to conditionally rezone from A-1, Agricultural, General and I-1, Industrial, Limited to the B-1, Business, General Zoning District with respect to 4.7 +/- acres of Tax Map 5 Section A Parcels 48, 51, part of 52 and part of 53; Tax Map 5A Section 1 Parcel L2 and Tax Map 5A Section 2 Parcels L1 and L1A along with the proffers dated April 3, 2023.

**Attachments:**

Application and Statement of Proffers  
Adjacent Property Owner Letter & Map  
Applicant Community Meeting Letter  
Kimley-Horn Traffic Study & Exhibits  
B-1 Zoning District land use summary



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# COUNTY OF FLUVANNA

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## MEMORANDUM

**Date:** June 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 June 21, 2023 Board of Supervisors Public Hearing.





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# COUNTY OF FLUVANNA

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## PUBLIC HEARING NOTICE

**June 1, 2023**

**RE: ZMP 23:02 Renaud Consulting (Wawa) B-1, General Business Conditional Rezoning Request**

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, June 21, 2023 at 7:00 pm

Location: **This is a Change: Fluvanna County Library  
214 Commons Boulevard Palmyra, VA 22963**

**ZMP 23:02 Renaud Consulting** – A rezoning request to conditionally rezone from A-1, Agricultural, General and I-1, Industrial, Limited to the B-1, Business, General Zoning District with respect to 4.7 +/- acres of Tax Map 5 Section A Parcels 48, 51, part of 52 and part of 53; Tax Map 5A Section 1 Parcel L2 and Tax Map 5A Section 2 Parcels L1 and L1A. The subject properties are located in the southwest quadrant of Richmond Road (Route 250) and James Madison Highway (Route 15) in the Zion Crossroads Community Planning Area and the Columbia Election District.

Please be advised that you can attend the meeting in person, join the meeting via Zoom or by a phone call where you will have an opportunity to provide any Public comments. Instructions for participation in the Public Hearings will be available on the County's website along with the Fluvanna County Board of Supervisors Regular meeting Agenda and the ZMP 23:02 Staff Report.

You can contact the Fluvanna County Planning & Community Development Department, 8:00 am – 5:00 pm, Monday through Friday. If you have any questions regarding this application or the scheduled public hearing, then please contact me at [dmiles@fluvannacounty.org](mailto:dmiles@fluvannacounty.org) or call me at 434.591.1910 with questions.

Sincerely,

*Douglas Miles*

Douglas Miles, AICP, CZA  
Community Development Director

## ADJACENT PROPERTY OWNERS ZMP 23:02

TAX MAP	NAME	ADDRESS	CITY/STATE/ZIP
5-16-4D	9MM INVESTMENTS LLC	151 STARLITE PARK	TROY, VA 22974
5-A-50	APPLE TREE TRUST, OSBORNE TRUSTEES	1443 RICHMOND RD	KEWSICK, VA 22947
5-7-9	B PROPERTIES II LLC	P O BOX 7627	CHARLOTTESVILLE, VA 22906
5-7-9E, 5-A-52A	COUNTY OF FLUVANNA, ERIC DAHL	P O BOX 540	PALMYRA, VA 22963
5-A-53	MARGIE I GLASS TRUST	706 BYBEE RD	LOUISA, VA 23093
5A-1-L2,L1A, L1, 52,51,48,61	R S GLASS	706 BYBEE RD	LOUISA, VA 23093
5-16-4C	JAM GROUP HOLDINGS LLC	257 STARCREST RD	CHARLOTTESVILLE, VA 22902
5-A-57A	DWAYNE ALLE KENDRICK	21452 JAMES MADISON HWY	TROY, VA 22974
5-A-60	LOUIS & NORMA KRAMER	P O BOX 6653	CHARLOTTESVILLE, VA 22906
5-11-5B	LYBG. ROOF-CHAR, LLC	P O BOX 15127	LYNCHBURG, VA 24502
5-A-55A	MACON PROPERTIES LLC	P O BOX 1538	ASHLAND, VA 23005
5-A-58, 57D	KAREN A MELTON	21534 JAMES MADISON HWY	TROY, VA 22974
5-A-54	PRATAP & SUK M RAI	21453 JAMES MADISON HWY	TROY, VA 22974
5-16-4	SGEBABDIAG BLDING SUPPLY INC	30 COVENANT DR	HARRISONBURG, VA 22801
5-A-59	TROY SELF STORAGE LLC	2132 HOLLOW RUN RD	LURAY, VA 22835
	LOUISA COUNTY, CHRISTIAN GOODWIN	1 WOOLFOLK AVENUE	LOUISA, VA 23093
51-18-3	AARNA PROPERTIES LLC	10037 THREE NOTCH RD	TROY, VA 22974
51-22-2	ZION CROSS RADS MOTEL	706 BYBEE RD	LOUISA, VA 23093
51-22-3	CRESCENT INN LC	706 BYBEE RD	LOUISA, VA 23093
51-2-11	R S GLASS COMMERCIAL CENTER LC	706 BYBEE RD	LOUISA,VA 23093
51-19-1	VIRGINIA COMMUNITY BANK	P O BOX 888	LOUISA, VA 23093

ARTICLE 9. - BUSINESS, GENERAL, DISTRICT B-1

Wawa May 2023

Sec. 22-9-1. - Statement of intent.

Generally, this district covers those areas of the County as defined by the Comprehensive Plan that are intended for the conduct of general business to which the public requires direct and frequent access, but which is not characterized either by constant heavy trucking other than stocking and delivery of light retail goods, or by any nuisance factors other than occasioned by incidental light and noise of congregation of people and passenger vehicles.

Sec. 22-9-2. - Use regulations.

In Business, General, District B-1, structures to be erected or land to be used shall be for one (1) or more of the following uses, together with ordinary and necessary accessory uses, and no others. (Ord. 12-16-15)

Sec. 22-9-2.1. - Uses permitted by right.

The following uses shall be permitted by right:

Civic Uses

Amusements, public

Cultural services

~~Public recreation assembly~~

Public uses

Religious assembly

~~Sheltered care facilities~~

Commercial Uses

~~Assisted living facilities~~

~~Auction houses~~

Automobile repair service establishments

Automobile sales

Bakeries

Bed and breakfasts

~~Boarding houses~~

Brewpub

Butcher shops

Car washes

~~Cemeteries, commercial~~

Communications service

Corporate offices

Daycare centers

Emergency centers

Event facilities

Financial institutions

~~Flea markets~~

Funeral homes

Garden center

Gas stations

Greenhouses, commercial

Grocery stores

Guidance services

Hospitals

Hotels

Indoor entertainment

Indoor recreation facilities

Laundries

Machinery sales and service

Marinas, commercial

Medical clinics

Microbreweries

Nursing homes

Offices

~~Parking facilities~~

Personal improvement services

Personal service establishments

Pharmacies

Professional schools

~~Recreational vehicle sales~~

Restaurants, fast food

Restaurants, general

Restaurants, small

Retail stores, general

Retail stores, large-scale

Retail stores, neighborhood convenience

Retail stores, specialty

~~Self-storage facilities~~

Shooting ranges, indoor

Studios, fine arts

Taxidermists

Vending carts

Veterinary offices

Miscellaneous Uses

Accessory uses

Small scale solar generation facility

Utilities, minor

(Ord. 3-15-06; Ord. 11-20-07; Ord. 9-17-08; Ord. 10-21-09; Ord. 11-3-10; Ord. 11-20-12; Ord 9-15-21;  
Ord 8-17-22)

Sec. 22-9-2.2. - Uses permitted by special use permit only.

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

Civic Uses

Educational facilities

Public assembly

Commercial Uses

Amusements, commercial

Dance halls

~~Entertainment establishments, adult~~

~~Halfway houses~~

Kennels, commercial

Landscaping materials supply

Laundromats

Lodges

~~Manufactured home sales~~

~~Outdoor entertainment~~

~~Outdoor recreation facilities~~

~~Retail stores, adult~~

~~Transportation terminals~~

Vehicle impound facilities

Industrial Uses

Contractor's storage yards

~~Lumberyards~~

Machine shops

~~Railroad facilities~~

Research laboratories

Miscellaneous Uses

~~Outdoor gatherings~~

Telecommunication facilities

Utilities, major

Residential Uses

~~Dormitories~~

(Ord. 3-15-06; Ord. 11-20-07; Ord. 9-17-08; Ord. 10-21-09; Ord. 11-3-10; Ord. 11-20-12)

Sec. 22-9-3. - Requirements for permitted uses.

All buildings, structures and uses in the B-1 District shall be subject to the provisions of Article 23: Site Development Plans of this Code. (Ord. 12-16-15)

Sec. 22-9-4. - 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. 22-9-5. - 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. 22-9-6. - 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. 22-9-7. - Height regulations.

Buildings may be erected up to forty-five feet (45') in height from grade, except that:

(A)A public or semi-public building such as a school, place of worship, library, hotel and general hospital may be erected to a height of sixty feet (60') from grade provided that required front, side and rear yard each shall be increased one foot (1') for each foot in height over forty-five feet (45').(B)Spires, belfries, cupolas, monuments, water towers, chimneys, flues, flagpoles, television antennae and radio aerials sixty feet (60') limit. Parapet walls may be up to four feet (4') above the height of the building on which the walls rest.

Sec. 22-9-8. - Off-street parking.

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

Sec. 22-9-9. - Sign regulations.

Sign regulations shall conform to Article 15 of this chapter.

Sec. 22-9-10. - 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)





M. Ann Neil Cosby  
ancosby@wiregill.com  
804-447-0171

RECEIVED

April 18, 2023

APR 20 2023

Fluvanna County  
Planning Dept

Dear Neighbor:

On behalf of Renaud Consulting (the "Company"), I am writing to invite you and other residents to an informational community meeting to learn about the Company's proposed rezoning of approximately 4.7 acres (the "Property") at the intersection of Route 250 (Richmond Road), and Route 15 (James Madison Highway), for development of a Wawa convenience store and gas station on a portion of the Property. The Property is currently zoned either Agricultural (A-1) or Industrial (I-1), and the Company is requesting rezoning to Business, General (B-1).

The construction of a Wawa on this Property and the rezoning of the remainder of the Property to B-1 for future development is consistent with the commercial development goals of the Plan and the Zion Crossroads Community Planning Area. Wawa's business operation on the Property would be substantially similar to those at other locations in Virginia. The convenience store and fueling services would be open seven (7) days a week, 24 hours per day. The site would be served by two points of access constructed to standards established by the Virginia Department of Transportation. A county-approved landscaping plan suitable for the entrance corridor in which the Property is located would also be required.

We hope you can join us:

**Thursday, April 27, 2023**  
Doors open at 6:00 p.m., presentation to begin at 6:30 p.m.  
**Fluvanna County Administration Building (Morris Room)**  
**132 Main Street**  
**Palmyra, VA 22963**

Should you have any questions or like any additional information regarding this zoning case please contact me at (804) 447-0171, or [ancosby@wiregill.com](mailto:ancosby@wiregill.com).

Sincerely,

M. Ann Neil Cosby

BOSS2023-06-21 p.30/302  
**RECEIVED**

APR 03 2023



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

Fluvanna County  
Planning Dept

**Owner of Record:** Margi Irene Glass, Trust (Margi I. Glass, Trustee) & Rita S. Glass  
Address: 706 Bybee Road, Louisa, VA 23090  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**Applicant of Record:** Renau Consulting & Mark Fontaine CCIM  
Address: 8605 Westwood Center Drive, Suite 410, Vienna, VA 22182  
Phone: 571.765.4436 Fax: \_\_\_\_\_  
Email: mfontaine@renaudconsulting.net *(ARC)*

**Representative:** M. Ann Neil Cosby, Esq./Wire Gill LLP  
Address: 9200 Forest Hill Ave., Ste. C-1, Richmond VA 23235  
Phone: 804.447.0171 Fax: \_\_\_\_\_  
Email: ancosby@wiregill.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.

**Tax Map and Parcel(s)** 5-A-53, 5-A-52, 5-A-51, 5-2-L1, 5A-2-L1A; 5A-2-L1 & 5-A-48

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

**Acres** approximately 4.7 **Current Zoning** A-1 or I-1

Is parcel in Land Use Valuation Program?  No  Yes

**Location of Parcel:** Intersection of Routes 15 and 250

**Deed Book and Page:** (forthcoming) Attached *(ARC)*

**Requested Zoning** B-1 **Proposed Use of Property** Gas station/retail store on 3.41 acres/remainder retained for future development

**Affidavit to Accompany Petition for Rezoning**

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

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

Date: 3/31/23 Signature of Owner/Applicant: M. Ann Neil Cosby, Esq. Wire Gill LLP  
Subscribed and sworn to before me this 31st day of March, 2023 Register # \_\_\_\_\_

My commission expires: \_\_\_\_\_ Notary Public: Jane Harrington-Crawford  
**All plats must be rolled prior to submission to the Planning Department for review. Rolled plats will not be accepted.**



**Office Use Only**  
Date Received: 04/03/23 Application Meeting: \_\_\_\_\_ PH Sign Deposit Received: \_\_\_\_\_ Application #: ZMP 23 .02

**\$1,000 fee paid:** check 1103 **Mailing Costs:** \$20.00 per Adjacent Property Owner after first 15, Certified. Paid:

Proffer or Master Plan Amendment: \$750.00 plus mailing costs. Paid:

Election District: Columbia Planning Area: Zion Crossroads Community

Public Hearings	
Planning Commission	Board of Supervisors
Advertisement Dates:	Advertisement Dates:
APO Notification:	APO Notification:
Date of Hearing:	Date of Hearing:
Decision:	Decision:

Application for Rezoning (Appendix)

Parcel Deed Book and Page numbers:

Parcel 1: Tax Map No 5-A-53: Deed Book 694, Page 909 & Deed Book 45, Page 463 (Plat)

Parcel 2: Tax Map No 5-A-52: Deed Book 910, Page 700 & Deed Book 45, Page 463 (Plat)

Parcel 3: Tax Map No 5-A-51: Deed Book 910, Page 700

Parcel 4: Tax Map No 5A-2-L1: Deed Book 910, Page 700 & Deed Book 576, Page 821 (Plat)

Parcel 5: Tax Map No 5A-2-L1A: Deed Book 95, Page 344

Parcel 6: Tax Map No 5A-1-L2: Deed Book 45, Page 283 (Plat)

Parcel 7: Tax Map No 5-A-48: Deed Book 910, Page 700 & Deed Book 57, Page 382 (Plat)





COMMONWEALTH OF VIRGINIA  
**COUNTY OF FLUVANNA**  
**Public Hearing Sign Deposit**

RECEIVED

APR 03 2023

Fluvanna County  
Planning Dept

Name: M. Ann Neil Cosby, Wire Gill LLP

Address: 9200 Forest Hill Ave., Suite C-1

City: Richmond

State: Virginia Zip Code: 23235

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.

M. Ann Neil Cosby  
Applicant Signature

3/31/23  
Date

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

Office Use Only	
Application #: BZA _____ : CPA _____ : SUP _____ : ZMP 23 : 02 ZTA _____ :	
\$90 deposit paid per sign*:	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"> <li>• Statement on proposed use of property and reason for rezoning</li> <li>• Ten (10) copies of plats showing existing and proposed improvements (if applicable)</li> <li>• Deed restrictions (if applicable)</li> <li>• Copy of the Tax Map showing the site (preferred)</li> <li>• General Location Map (preferred)</li> </ul>	
Supporting photographs are not required, but suggested for evidence	

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

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

## **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.*

**OWNER'S WRITTEN AUTHORIZATION**

I, Rita S. Glass, am the current owner of those certain parcels of land located in whole or in part in Fluvanna County, Virginia (the "County"), identified as Tax Map Numbers 5A-2-L1 & 5A-2-L2 (collectively, the "Property"). I hereby authorize Renaud Consulting (the "Applicant"), its successors, agents, and representatives, to act on my behalf to file for and seek a rezoning of the Property from the County to allow the proposed development of a gas station and associated retail store on a portion of the Property and to retain a portion of the remainder of the Property for future commercial development. The Applicant is authorized to act on all matters concerning the rezoning request, including but not limited to the execution of proffered conditions related to and/or restricting the use of the Property.

Date: 4-29-2023 DocuSigned by:  
Rita Glass  
Name: RITA GLASS

COMMONWEALTH OF VIRGINIA  
COUNTY/CITY OF Charlottesville

The foregoing authorization was subscribed, sworn to, and acknowledged before me this 29th day of April, 2023 before me by Rita S. Glass, Rita S. Glass.

[Signature]  
Notary Public

My Commission Expires: 02/20/2024  
Registration Number: 7805855



**OWNER'S WRITTEN AUTHORIZATION**

I, Margie Irene Glass, am the Trustee of the "Margie Irene Glass Trust" (the "Trust"), and am authorized to act on the Trust's behalf. The Trust is the current owner of those certain parcels of land located in whole or in part in Fluvanna County, Virginia (the "County"), identified as Tax Map Numbers 5-A-53, 5-A-52, 5-A-51, & 5-2-L1 (collectively, the "Property"). I hereby authorize Renaud Consulting (the "Applicant"), its successors, agents, and representatives, to act on my behalf to file for and seek a rezoning of the Property from the County to allow the proposed development of a gas station and associated retail store on a portion of the Property and to retain a portion of the remainder of the Property for future commercial development. The Applicant is authorized to act on all matters concerning the rezoning request, including but not limited to the execution of proffered conditions related to and/or restricting the use of the Property.

--DocuSigned by:

Date: 04.29.2023

Margie I Glass  
DBDE8E82A6A34C6...

Name: MARGIE IRENE GLASS

Title: Trustee

COMMONWEALTH OF VIRGINIA  
COUNTY/CITY OF Charlottesville

The foregoing authorization was subscribed, sworn to, and acknowledged before me this 29<sup>th</sup> day of April, 2023 before me by Margie I. Glass  
Margie I Glass.

[Signature]  
Notary Public

My Commission Expires: 7805855  
Registration Number: 06/30/2026 *← name*





## Narrative Statement

### **I. Introduction.**

Renaud Consulting (the “Applicant”) is requesting that the Board of Supervisors (the “Board”) of Fluvanna County (the “County”) rezone identified portions of Tax Map 5-A-53, 5-A-52, 5-A-51, 5-A-48, 5A-2-L1, 5A-2-L1A and 5A-1-L2 (the “Property”) to Business, General (B-1), to permit the development of a Wawa convenience store and gas station (the “Project”) on a portion of the Property, and to retain the remainder of the Property for future development. The Property contains approximately 4.7 acres and is located at the intersection of Route 250 (Richmond Road), and Route 15 (James Madison Highway). The parcels that comprise the Property are zoned either Agricultural (A-1) or Industrial (I-1), and are currently owned by R.G. Glass (the “Owner”).<sup>1</sup> A “Vicinity Map” and “Aerial”, showing the location of the Property, as well as a “Site Plan” showing the development of Parcel 3, are included with the plans entitled “Wawa and Zion Crossroads” (the “Concept Plan”) prepared by Kimley Horn, dated March 29, 2023. The Concept Plan is included as part of this Application.

### **II. Description of Proposed Use & Improvements on Parcel 3**

The proposed Wawa would contain approximately 6,000 square feet of store space and include nine (9) fuel pumps under an approximately twenty (20) foot tall canopy. A diagram of the Wawa store and conceptual elevations are included with the Application. The store’s exterior would be a combination of brick and manufactured stone veneer. Finishes would be earth-toned colors as identified on the Conceptual Elevations.

Wawa’s business operations on the Parcel 3 would be substantially similar to those at the company’s existing locations in Virginia. The convenience store and fueling services would be open seven (7) days a week 24 hours per day. In addition to packaged retail items, Wawa sells fresh sandwiches, salads, wraps, snacks, etc., that are made to order. Specialty coffees and drinks are also made to order.

The Wawa would be served by two (2) access points, one on Route 250 and one on Route 15 as generally shown on the Site Plan. The Applicant will construct entrances and any other transportation improvements that are identified as being warranted by the Virginia Department of Transportation (“VDOT”). Landscaping will be installed as generally shown on the Landscaping Plan included with the Application. The Applicant will work with the County to include landscaping and signage that is suitable for the entrance corridor in which the Property is located.

The Facility is expected to have approximately fifty (50) employees and will generate additional tax revenue for the County. As there is public water and sewer currently available to

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<sup>1</sup> The remainder of the parcels not included in the Property would retain their existing zoning unless they are rezoned by the Owner at a future date.

the Property, no additional extensions of service will be required. The Project's fiscal benefits will exceed any external costs.

### **III. Conformance with Comprehensive Plan**

#### **A. Land Use and Community Design**

In Fluvanna County, commercial and industrial growth has centered around Zion Crossroads (as well as Lake Monticello). The County's 2015 Comprehensive Plan (the "Plan") recognizes "these areas are ideally situated to attract more development."<sup>2</sup> Regarding Zion Crossroad in particular, the Plan states "Zion Crossroads is poised to become the new center of industry and commerce for the county. Its location in relation to existing and proposed infrastructure, an interstate interchange, and the intersection of Routes 250 and 15 make it a logical choice for business development."<sup>3</sup>

The Property is centrally located within the Zion Crossroads Community Planning Area which is "envisioned to be the most intensely developed part of the county..." This area "is the county's primary regional economic development area and is targeted as a regional employment center with primarily mixed-use, mixed-income development."<sup>4</sup>

The construction of a Wawa on this Property and the rezoning of the remainder of the Property to B-1 for future development is consistent with the commercial development goals of the Plan and the Zion Crossroads Community Planning Area. Wawa's business operations will serve local residents and interstate travelers and provide a transitional commercial use that will enhance the Zion Crossroads gateway through site design and complementary landscaping and signage in the area. Parcel 4 will be available for development for any of the uses permitted in the B-1 zoning district, subject to compliance with the Proffers, the underlying B-1 zoning regulations and all other applicable County ordinances.

#### **B. Economic Development**

The Economic Development chapter of the Plan reiterates that Zion Crossroads is the county's primary commercial node and Route 250 is a primary gateway into the County.<sup>5</sup> In this area, land use, transportation and economic development should be balanced "in a holistic approach instead of viewing them as individual issues..."<sup>6</sup> This rezoning Application addresses land use, transportation, site design, entrance corridor vision and economic development as equally important parts that are inherent to the Project. The requested B-1 zoning with the

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<sup>2</sup> Plan at p. 26.

<sup>3</sup> Plan at p. 26. The Plan acknowledges that most new growth occurs at Zion Crossroads, and states the area should develop into a regional mixed-use center characterized by, among other things, a higher intensity and mixture of land uses. Plan at 30-31.

<sup>4</sup> Plan at p. 44 (Zion Crossroads Community Plan).

<sup>5</sup> Plan at p. 91.

<sup>6</sup> Plan at p. 97.

proffers and plans that have been included with the Application satisfy the Plan's vision for development in the Zion Crossroads area that promotes the vision and goals of the County's area plan and the Plan overall.

## **PROFFER STATEMENT**

The Owner proffers the zoning conditions listed herein (the “**Proffers**”) which will be applied to the Property if this rezoning application is approved by the Fluvanna County, Virginia, Board of Supervisors (“**Board**”). The Owner acknowledges that these conditions are voluntary and reasonable in accordance with Sections 15.2-2302, 15.2-2298 and 15.2-2303, et al. of the *Code of Virginia* (1950), as amended. The term “Owner” will include all current and future owners, assignees and/or successors in interest of the Property. As used herein, the “Property” means the portions of Tax Map 5-A-53, 5-A-52, 5-A-51, 5-A-48, 5A-2-L1, 5A-2-L1A and 5A-1-L2 identified as Parcel 3 and Parcel 4 on the Parcel Exhibit included with the plan entitled “Wawa and Zion Crossroads” (the “Concept Plan”) prepared by Kimley Horn, dated March 29, 2023, and shall apply to any separate parcel created from such parcels. These Proffers shall not apply to any portion of Tax Map 5-A-53, 5-A-52, 5-A-51, 5-A-48, 5A-2-L1, 5A-2-L1A and 5A-1-L2, that are not included in Parcel 3 or Parcel 4 on the Parcel Exhibit and not specifically included in this rezoning application.

### **I. Proffers Applicable to the entire Property.**

#### **A. Excluded Uses**

1. The following permitted by right land uses shall be excluded from the Property under B-1 Zoning Section 22-9-2.1:
  - a. Civic Uses: Public recreation assembly, Sheltered care facilities
  - b. Commercial Uses: Assisted living facilities; Auction houses; Boarding houses; Cemeteries, commercial, Flea Markets, Parking facilities (as a principal use); Recreational vehicle sales; and Self-storage facilities
2. The following permitted by special use permit land uses shall be excluded from the Property under B-1 Zoning Section 22-9-2.2:
  - a. Commercial Uses: Entertainment establishments, adult; Halfway houses; Manufactured home sales; Outdoor entertainment; Outdoor recreational facilities; Retail stores, adult; and Transportation terminals.
  - b. Industrial Uses: Lumberyards; Railroad facilities
  - c. Miscellaneous Uses: Outdoor gatherings.’
  - d. Residential Uses: Dormitories

### **II. Proffers Applicable to Parcel 3.**

- A. Site Development.** Parcel 3 will be developed in general conformance with the Concept Plan, which is attached hereto and incorporated herein by reference, provided that all uses, improvements, infrastructure and other site features shall be identified at the time of final site plan approval to address final design requirements, final engineering and compliance with the requirements of state and federal agency regulations, the County’s Zoning Ordinance, Subdivision Ordinance, and other applicable local land use requirements. The building, fueling areas and canopy will be

developed consistent with the elevations prepared by Cuhaci Peterson, dated April 26, 2023, for proposed Store #6605, and the canopy will be developed consistent with the elevations prepared by Cuhaci Peterson, dated and March 2, 2023 (collectively, the “Conceptual Elevations”), which are attached hereto and incorporated herein by reference. Dumpsters shall be screened as shown on the Trash Compound elevation included with the Conceptual Elevations.

- B. Landscaping.** Landscaping shall be installed consistent with the Landscaping Exhibit prepared by Kimley Horn, dated March 29, 2023, provided that the final location and type of landscaping will be identified at the time of final site plan approval and include any waiver(s) approved by the Director of Planning.

**OWNER'S WRITTEN AUTHORIZATION**

I, Rita S. Glass, am the current owner of those certain parcels of land located in whole or in part in Fluvanna County, Virginia (the "County"), identified as Tax Map Numbers 5A-2-L1 & 5A-2-L2 (collectively, the "Property"). I hereby authorize Renaud Consulting (the "Applicant"), its successors, agents, and representatives, to act on my behalf to file for and seek a rezoning of the Property from the County to allow the proposed development of a gas station and associated retail store on a portion of the Property and to retain a portion of the remainder of the Property for future commercial development. The Applicant is authorized to act on all matters concerning the rezoning request, including but not limited to the execution of proffered conditions related to and/or restricting the use of the Property.

Date: 4-29-2023 DocuSigned by:  
Rita Glass  
Name: RITA GLASS

COMMONWEALTH OF VIRGINIA  
COUNTY/CITY OF Charlottesville

The foregoing authorization was subscribed, sworn to, and acknowledged before me this 29th day of April, 2023 before me by Rita S. Glass, Rita S. Glass.

[Signature]  
Notary Public

My Commission Expires: 06/30/2024  
Registration Number: 7805855



**OWNER'S WRITTEN AUTHORIZATION**

I, Margie Irene Glass, am the Trustee of the "Margie Irene Glass Trust" (the "Trust"), and am authorized to act on the Trust's behalf. The Trust is the current owner of those certain parcels of land located in whole or in part in Fluvanna County, Virginia (the "County"), identified as Tax Map Numbers 5-A-53, 5-A-52, 5-A-51, & 5-2-L1 (collectively, the "Property"). I hereby authorize Renaud Consulting (the "Applicant"), its successors, agents, and representatives, to act on my behalf to file for and seek a rezoning of the Property from the County to allow the proposed development of a gas station and associated retail store on a portion of the Property and to retain a portion of the remainder of the Property for future commercial development. The Applicant is authorized to act on all matters concerning the rezoning request, including but not limited to the execution of proffered conditions related to and/or restricting the use of the Property.

--DocuSigned by:

Date: 04.29.2023

Margie I Glass  
DBDE8E82A6A34C6...

Name: MARGIE IRENE GLASS

Title: Trustee

COMMONWEALTH OF VIRGINIA  
COUNTY/CITY OF Charlottesville

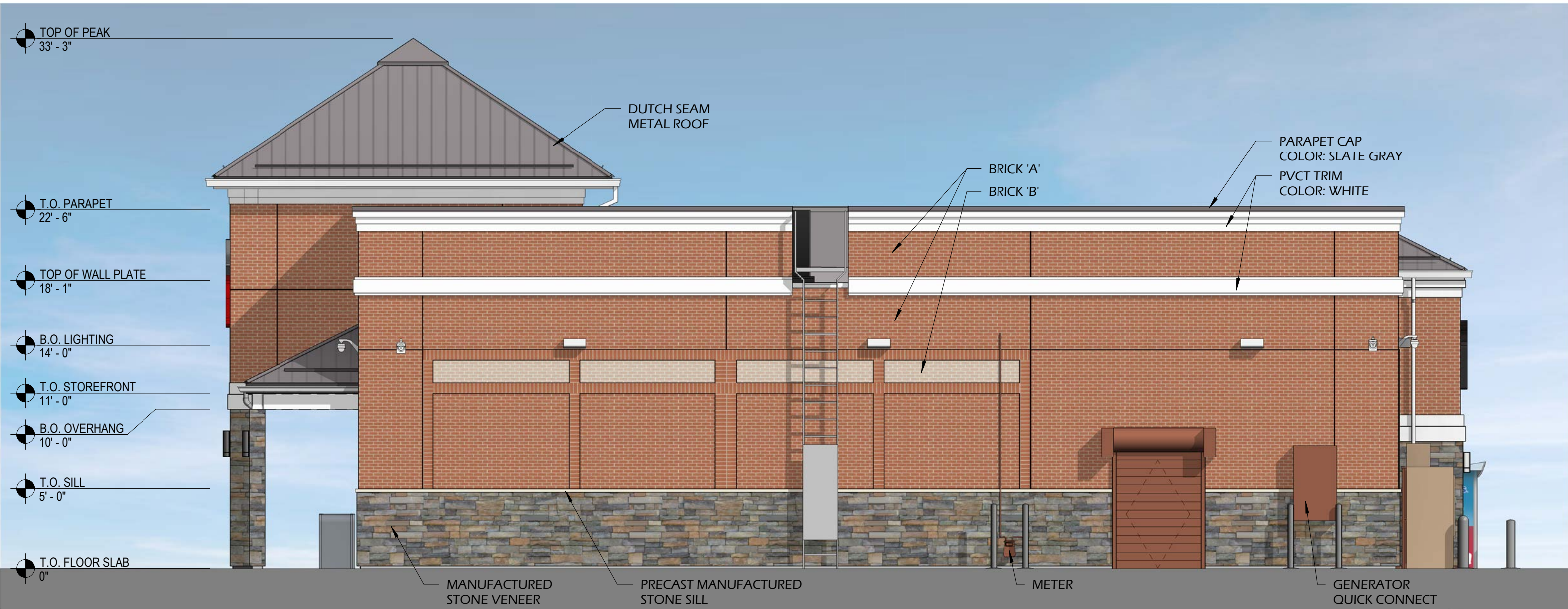
The foregoing authorization was subscribed, sworn to, and acknowledged before me this 29<sup>th</sup> day of April, 2023 before me by Margie I. Glass  
Margie I Glass.

[Signature]  
Notary Public

My Commission Expires: 7805855  
Registration Number: 06/30/2026 *← name*







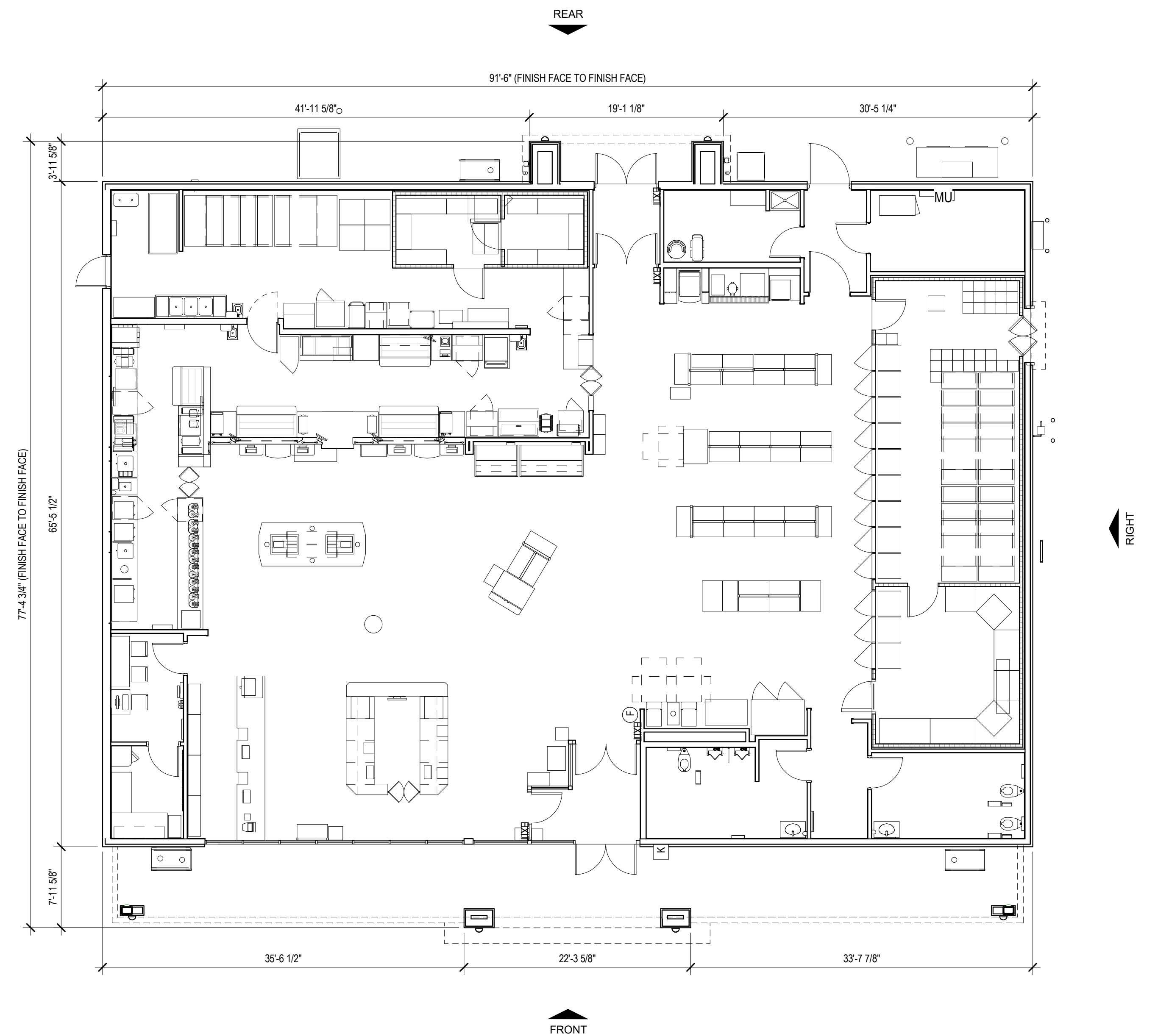
RIGHT ELEVATION



FRONT ELEVATION, RICHMOND ROAD

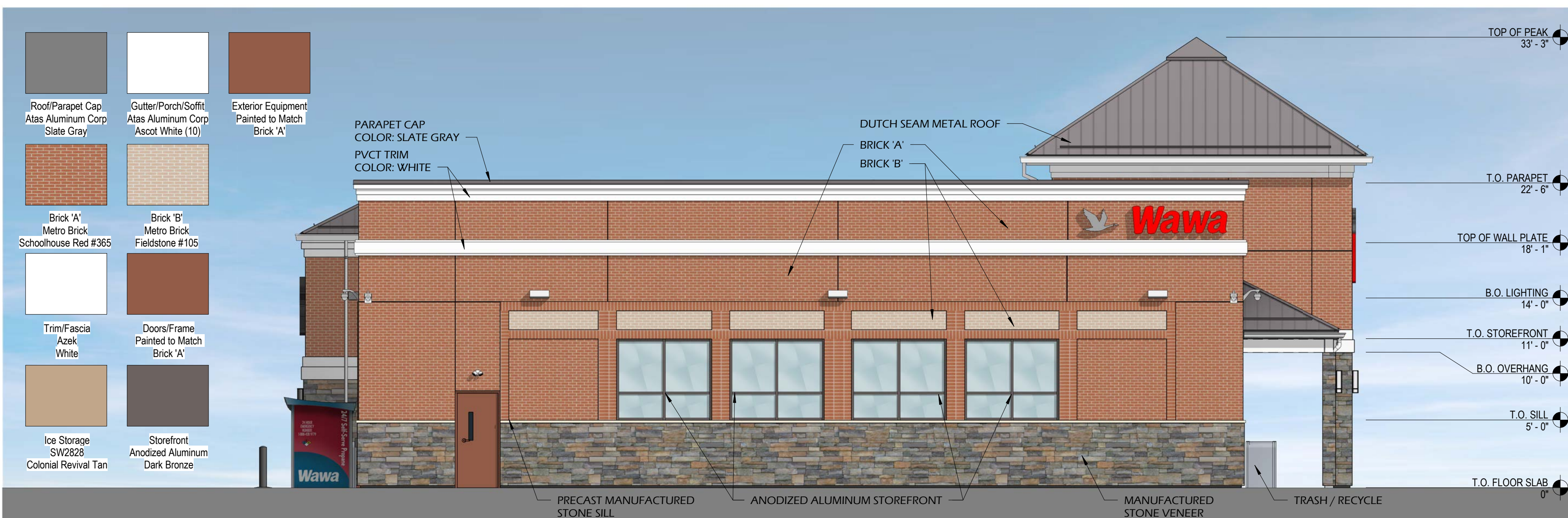


REAR ELEVATION



MERCHANDISE PLAN  
1/8" = 1'-0"

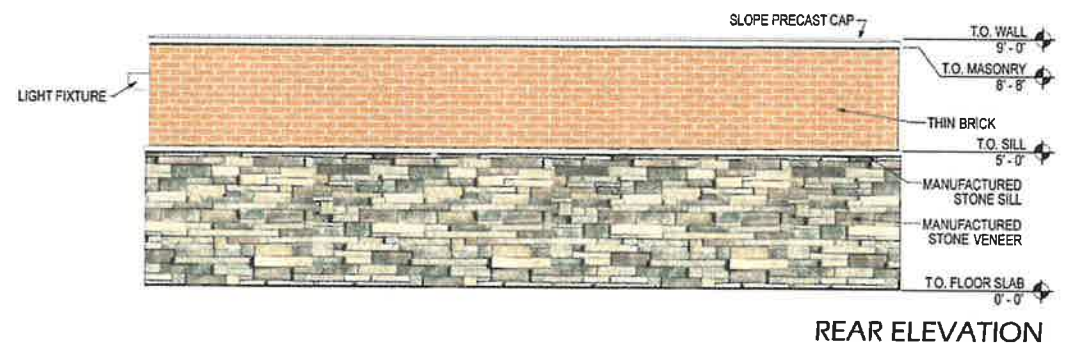
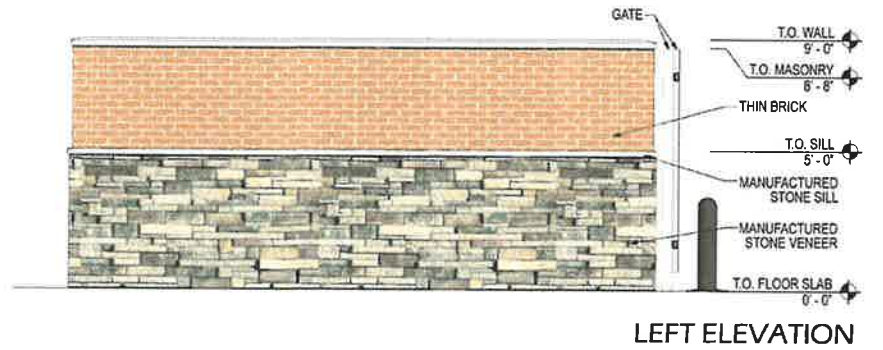
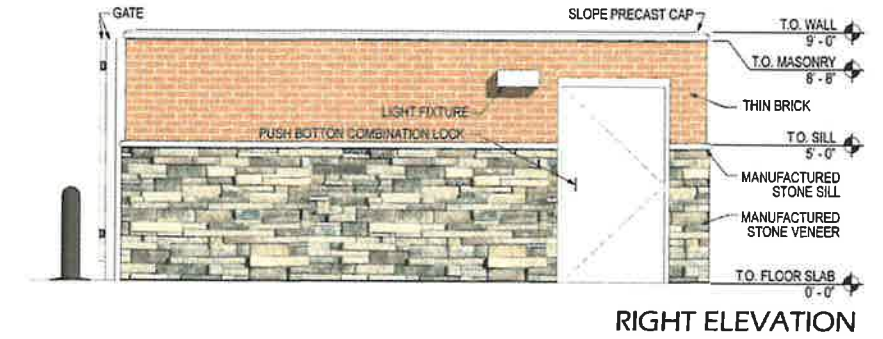
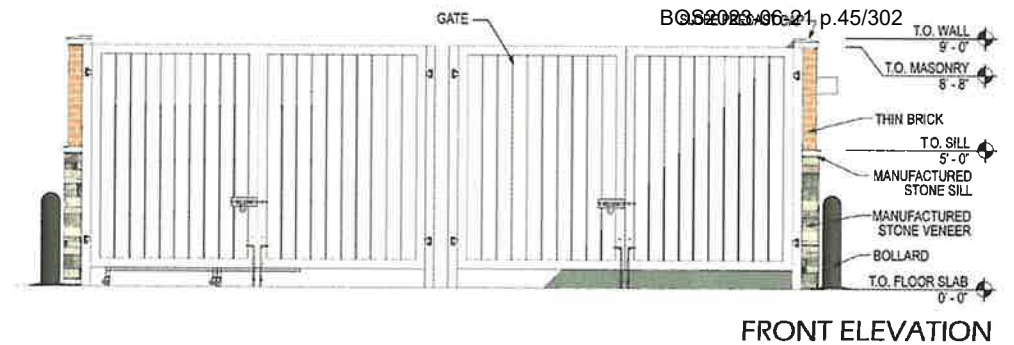
NOTE:  
SIGNAGE SHOWN FOR REFERENCE ONLY  
SEPARATE PERMIT REQUIRED



LEFT ELEVATION, JAMES MADISON HIGHWAY

Roof/Parapet Cap Atas Aluminum Corp Slate Gray	Gutter/Porch/Soffit Atas Aluminum Corp Ascot White (10)	Exterior Equipment Painted to Match Brick 'A'
Brick 'A' Metro Brick Schoolhouse Red #365	Brick 'B' Metro Brick Fieldstone #105	
Trim/Fascia Azek White	Doors/Frame Painted to Match Brick 'A'	
Ice Storage SW2828 Colonial Revival Tan	Storefront Anodized Aluminum Dark Bronze	





Metal Door Benjamin Moore White Diamond BM 2121-60	Thin Brick Metro Brick Schoolhouse Red 4365	Quality Stone Ohio Drystack Provence
---	--	--



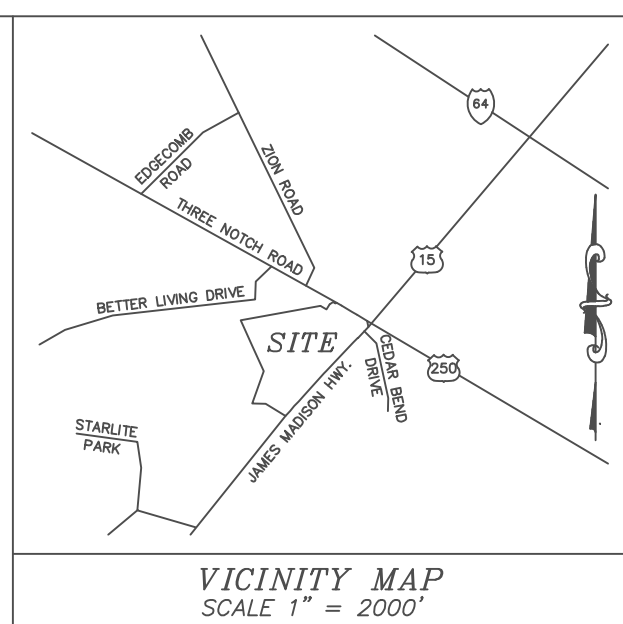
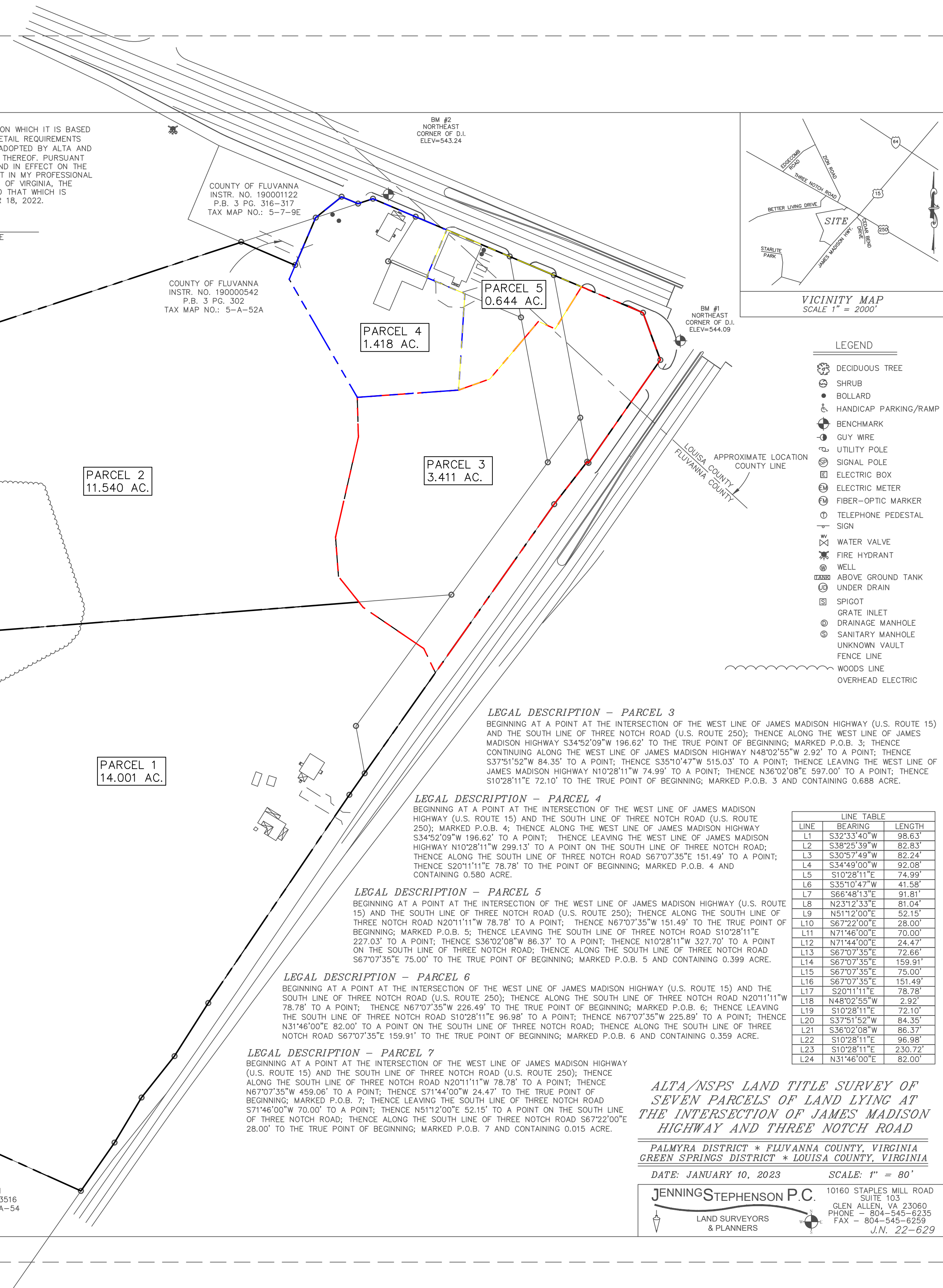
Plotted by: McCray, Stephen. Sheet: KHA-113358-1. Max. 02, 2024. 04:08:31pm. K:\NAC-CIV\113358 - Renaud 003 - Route 15 and Route 250 - Fluvanna\CAD\Exhibits\Parcel Exhibit.dwg  
This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

NOTES

- 1. OWNERSHIP:
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PARCEL 2: MARGIE I. GLASS, TRUSTEE...
PARCEL 3: MARGIE I. GLASS, TRUSTEE...
PARCEL 4: MARGIE I. GLASS, TRUSTEE...
PARCEL 5: RITA S. GLASS, TRUSTEE...
PARCEL 6: RITA S. GLASS, TRUSTEE...
PARCEL 7: MARGIE I. GLASS, TRUSTEE...
2. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT BY FIDELITY NATIONAL TITLE INSURANCE COMPANY...
EXCEPTIONS OF SCHEDULE B-SECTION II OF THE ABOVE REFERENCED TITLE COMMITMENT:
1.) NOT ADDRESSED
2.) NOT ADDRESSED
3.) NOT ADDRESSED
...
LEGAL DESCRIPTION - PARCEL 1
LEGAL DESCRIPTION - PARCEL 2
LEGAL DESCRIPTION - PARCEL 3
LEGAL DESCRIPTION - PARCEL 4
LEGAL DESCRIPTION - PARCEL 5

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1,2,3,4,5,8,9,11(b),13 & 14 OF TABLE A THEREOF, PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA AND NSPS AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, UNDERSIGNED FURTHER CERTIFIES THAT IN MY PROFESSIONAL OPINION, AS A LAND SURVEYOR REGISTERED IN THE COMMONWEALTH OF VIRGINIA, THE RELATIVE POSITIONAL ACCURACY OF THIS SURVEY DOES NOT EXCEED THAT WHICH IS SPECIFIED THEREIN. THE FIELD WORK WAS COMPLETED ON NOVEMBER 18, 2022.

KENNETH R. BLAYLOCK, JR., L.S. DATE

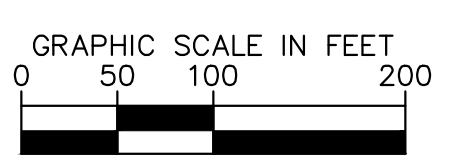


- LEGEND
DECIDUOUS TREE
SHRUB
BOLLARD
HANDICAP PARKING/RAMP
BENCHMARK
GUY WIRE
UTILITY POLE
SIGNAL POLE
ELECTRIC BOX
ELECTRIC METER
FIBER-OPTIC MARKER
TELEPHONE PEDESTAL SIGN
WATER VALVE
FIRE HYDRANT
WELL
ABOVE GROUND TANK
UNDER DRAIN
SPIGOT
GRATE INLET
DRAINAGE MANHOLE
SANITARY MANHOLE
UNKNOWN VAULT
FENCE LINE
WOODS LINE
OVERHEAD ELECTRIC

LINE TABLE table with columns: LINE, BEARING, LENGTH. Lists lines L1 through L24 with their respective bearings and lengths.

ALTA/NSPS LAND TITLE SURVEY OF SEVEN PARCELS OF LAND LYING AT THE INTERSECTION OF JAMES MADISON HIGHWAY AND THREE NOTCH ROAD

PALMYRA DISTRICT \* FLUVANNA COUNTY, VIRGINIA
GREEN SPRINGS DISTRICT \* LOUISA COUNTY, VIRGINIA
DATE: JANUARY 10, 2023 SCALE: 1" = 80'
JENNINGS STEPHENSON P.C.
LAND SURVEYORS & PLANNERS



Kimley Horn
2023, KIMLEY-HORN AND ASSOCIATES, INC.
2035 MAYWELL STREET, SUITE 200, RICHMOND, VA 23230
PHONE: 804-673-3882
WWW.KIMLEY-HORN.COM

Table with columns: KHA PROJECT, DATE, SCALE, DESIGNED BY, DRAWN BY, CHECKED BY. Values include 113358003, 04/20/2023, AS SHOWN, STM, RRP.

PARCEL EXHIBIT

WAWA AT ZION CROSSROADS









Project: Wawa At Zion Crossroads, Sheet: S01, Scale: 1"=50', Date: 03/29/2023, Project: Wawa At Zion Crossroads, Sheet: S01, Scale: 1"=50', Date: 03/29/2023.



No.	DATE	BY
1	APR 03 2023	REVISIONS
Fluvanna County Planning Dept		

**Kimley»Horn**  
 2023 KIMLEY-HORN AND ASSOCIATES, INC.  
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 PHONE: 804-673-3682  
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KHA PROJECT	DATE	SCALE	DESIGNED BY	DRAWN BY	CHECKED BY
113358003	03/29/2023	AS SHOWN	STM	STM	RRP

### AERIAL

**WAWA AT ZION CROSSROADS**  
 LOUISA AND FLUVANNA COUNTY VIRGINIA

SHEET NUMBER

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PROJECT: WAWA AT ZION CROSSROADS - LOCAL LEVITICAL MAPS 250, 2023 - 09-07-11am - P. King, CVA-113368 - Remand 003 - Route 15 and Route 250 - Fluvanna County, Virginia. This document, together with the concept and design presented herein, is an instrument of service, an extension of service, or a supplement to a contract and shall not be construed as a contract. It is subject to the terms and conditions of the contract. It is the responsibility of the client to verify all information and data provided herein. No warranty is made by the engineer for any errors or omissions. The engineer shall not be responsible for any damage or injury resulting from the use of this document without written authorization and signature of the engineer and Fluvanna County, Virginia. No part of this document shall be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system, without the prior written permission of the engineer and Fluvanna County, Virginia.



SHEET NUMBER

**WAWA AT ZION  
CROSSROADS**  
LOUISA AND FLUVANNA COUNTY VIRGINIA

**VICINITY MAP**

KHA PROJECT	1113358003
DATE	03/29/2023
SCALE AS SHOWN	1" = 500'
DESIGNED BY	STM
DRAWN BY	STM
CHECKED BY	RRP

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# TRAFFIC IMPACT ANALYSIS

## WAWA – ZION CROSSROADS FLUVANNA/LOUISA COUNTY, VIRGINIA

DECEMBER 2022

Prepared By:

**Kimley»»Horn**

2035 Maywill Street, Suite 200

Richmond, VA 23230

(804) 673-3882

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Appendix A: Conceptual Site Plan
Appendix B: Pre-Scoping Form
Appendix C: Trip Generation
Appendix D: Traffic Count Data
Appendix E: Intersection Capacity Analysis
Appendix F: Turn Lane Warrant Analysis
Appendix G: Conceptual Roundabout Sketch

## 1 EXECUTIVE SUMMARY

The Traffic Impact Analysis (TIA) documented in this report evaluates the traffic impacts of the proposed Wawa fuel station with convenience market to be located in the southwest corner of the intersection of Route 250 (Three Notch Road) at Route 15 (James Madison Highway) in Fluvanna/Louisa County, Virginia. The site proposed for development is currently zoned commercial and agricultural. The proposed fuel station with convenience market will have 18 fuel pumps and an approximately 6,049 square-foot convenience market. A site plan of the proposed development is included in **Appendix A**. Access to the proposed development will be provided via one (1) full access driveway along Three Notch Road just west of James Madison Highway (west project driveway) and one (1) full access driveway located along James Madison Highway just south of Three Notch Road (south project driveway). It is anticipated that the construction for the proposed development will be completed by 2024.

Traffic operations were analyzed at the intersections identified below during the AM and PM peak hours using *Synchro 11™* and SIDRA Intersection 8 software for the Existing 2022, Projected No-Build 2030, and Projected Build 2030 conditions. To project future traffic volumes for the no-build and build conditions, a linear growth rate of 1.00% was established based on historic growth trends from VDOT Annual Average Daily Traffic (AADT) publications and based on other area studies. The following intersections were analyzed in this traffic impact analysis:

1. Route 250 (Three Notch Road) and Route 15 (James Madison Highway)
2. Route 250 (Three Notch Road) and Route 615 (Zion Road)

The results of the traffic analysis indicate that all intersection approaches and movements operate at LOS D or better during the AM and PM peak hours under existing, 2030 no-build, and 2030 build conditions. Note that the intersection of Route 250 (Three Notch Road) at Route 15 (James Madison Highway) is proposed to be converted to a roundabout in the future as part of the submitted SMART SCALE application ID: 7193 which is awaiting funding. All movements and approaches at the proposed single-lane hybrid roundabout are expected to operate at LOS C or better during the AM and PM peak hours under 2030 build conditions.

The 95<sup>th</sup> percentile vehicle queue lengths were calculated for all vehicle movements at all study intersections. Based on the queue analysis results, all queues are expected to be accommodated within the existing turn lanes at all intersections under existing 2022, 2030 no-build, and 2030 build conditions. Additionally, queues for all through movements are projected to have adequate space between adjacent intersections. Overall, the intersection capacity and queue analysis results indicate that the study intersections will not be adversely impacted by project traffic.

Access to the proposed development will be provided via one (1) full access driveway along Three Notch Road just west of James Madison Highway (west project driveway) and one (1) full access driveway located along James Madison Highway just south of Three Notch Road (south project driveway). The proposed full access driveways are within spacing requirements from the *VDOT Road Design Manual Appendix F* and will not require an access waiver. Right and left-turn lane warrant analyses were conducted at both of the proposed full access driveway entrances. Based on the results of these analyses, a right and left-turn lane are warranted at the proposed full access west project driveway and the south project driveway.

## 2 INTRODUCTION

### 2.1 PURPOSE

Kimley-Horn has performed a Traffic Impact Analysis (TIA) to evaluate the traffic impacts of the proposed Wawa fuel station with convenience market to be located in the southwest corner of the intersection of Route 250 (Three Notch Road) at Route 15 (James Madison Highway) in Fluvanna/Louisa County, Virginia. Proposed fuel station with convenience market will have 18 fuel pumps and an approximately 6,049 square-foot convenience market. The purpose of this study is to evaluate the future impacts of the proposed development traffic on the surrounding roadway network and to identify mitigation measures to accommodate the proposed development, if needed.

### 2.2 METHODOLOGY

In preparation of the TIA, Kimley-Horn coordinated with Fluvanna and Louisa County and VDOT staff to receive concurrence on the scope of the study, the limits of the study area, and the proposed analysis methodology which is provided for reference in the pre-scoping form contained in **Appendix B**. As determined through coordination, study area intersections included the following:

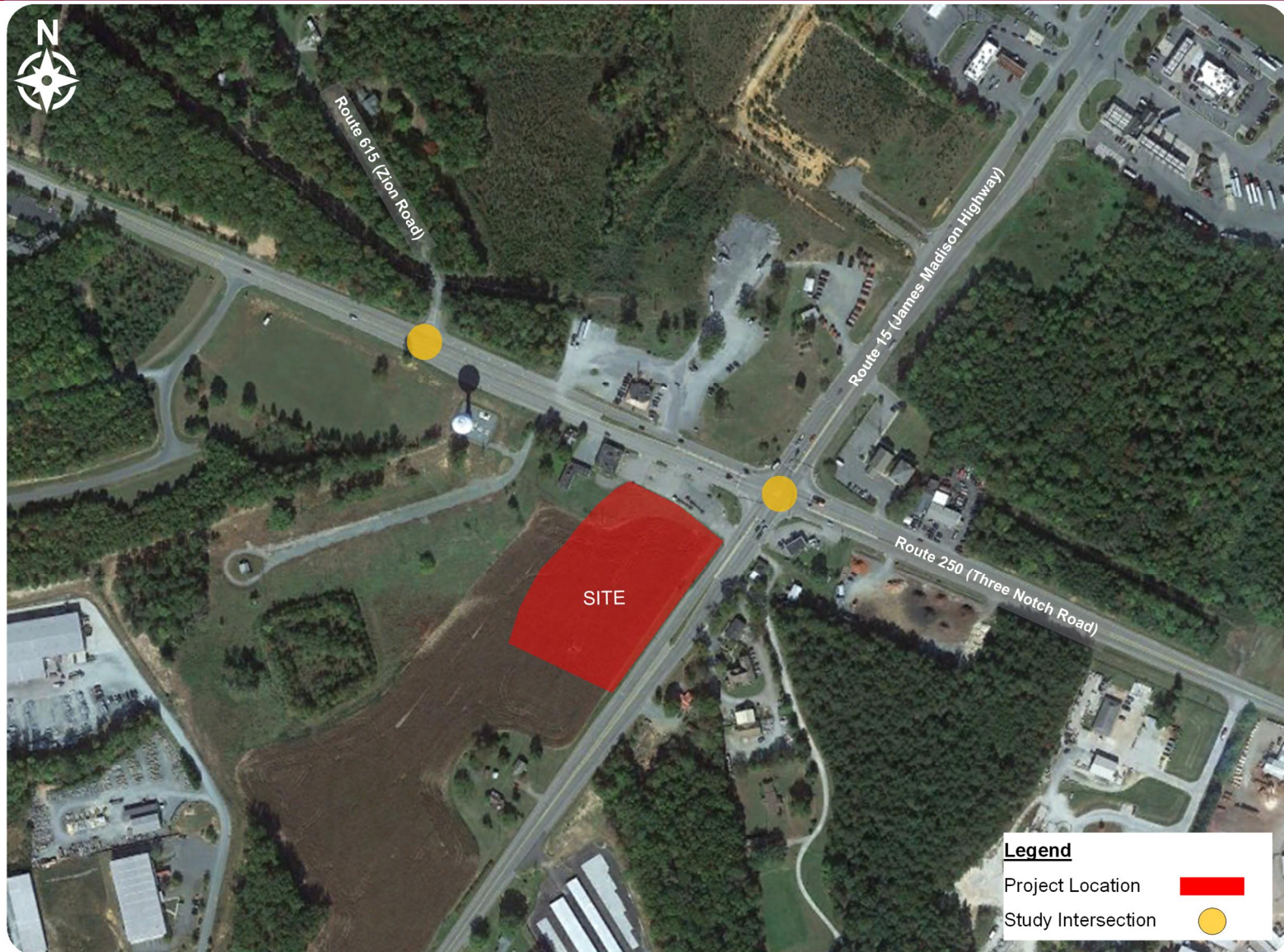
1. Route 250 (Three Notch Road) and Route 15 (James Madison Highway)
2. Route 250 (Three Notch Road) and Route 615 (Zion Road)

Intersection analyses performed using *Synchro 11*<sup>TM</sup> and Sidra Intersection 8 software included an evaluation of the Existing 2022, Projected No-Build 2030, and Projected Build 2030 conditions. Existing conditions represent the roadway network geometry and traffic volumes at the time of this study. No-build conditions represent the future roadway network prior to the completion of the proposed project. Build conditions represent the future roadway network with the proposed project.

### 2.3 PROJECT AREA

The proposed project is located in the southwest corner of the intersection of Route 250 (Three Notch Road) at Route 15 (James Madison Highway) in Fluvanna/Louisa County, Virginia as shown in **Figure 1**.

Figure 1: Study Area





## 2.4 DEVELOPMENT INFORMATION

The site proposed for development is currently zoned commercial and agricultural. The project is proposing to develop a Wawa fuel station with convenience market. Consistent with the proposed land use and VDOT guidance, Institute of Transportation Engineers' (ITE) 10<sup>th</sup> Edition Land use code (LUC) 960 (Super Convenience Market/Gas Station) was used for the purposes of this study. Detailed trip generation calculations can be found in **Appendix C**.

## 3 TRAFFIC OPERATIONAL ANALYSIS

### 3.1 METHODOLOGY

The traffic operational analysis performed for this study using *Synchro 11<sup>TM</sup>* and Sidra Intersection 8 was conducted in accordance with VDOT's *Traffic Operations Safety Analysis Manual (TOSAM)* for deterministic, intersection capacity analyses. Consistent with prior coordination with Fluvanna and Louisa County and VDOT staff, queuing analyses applying *Synchro 11<sup>TM</sup>* 95<sup>th</sup> percentile queues were also performed. Existing signal timings provided by VDOT were used in the development of the Synchro models.

The evaluation of traffic operations within the study area was comprised of an intersection capacity level of service (LOS) analysis during the AM and PM peak hours as well as a queuing analysis. As part of the traffic operational analysis, the projected no-build conditions served as the baseline for evaluating intersection delays and identifying mitigation measures under the build conditions.

Intersection capacity defines the volume of traffic that can be accommodated by an intersection at a specified LOS. Capacity is affected by various geometric factors including roadway type (e.g., divided or undivided), number of lanes, lane widths, and grades. LOS, which is a measure of the degree of congestion, ranges from LOS A (free flowing) to LOS F (a congested, forced flow condition). Delay, measured in seconds per vehicle, and the associated LOS thresholds for signalized and unsignalized intersections based on HCM methodologies are presented in **Table 1**.

**Table 1: Intersection Level of Service (LOS) Analysis Criteria**

Level of Service (LOS)	Average Control Delay per Vehicle (sec/veh)		Description of Traffic Conditions
	Signalized	Unsignalized	
A	≤ 10	≤ 10	No delays at intersections with continuous flow traffic. Uncongested operations; high frequency of long gaps available for all left and right-turning traffic; no observable queues.
B	> 10 and ≤ 20	> 10 and ≤ 15	
C	> 20 and ≤ 35	> 15 and ≤ 25	Moderate delays at intersections with satisfactory to good traffic flow. Light congestion; infrequent backups on critical approaches.
D	> 35 and ≤ 55	> 25 and ≤ 35	Increased probability of delays along every approach. Significant congestion on critical approaches, but intersection functional. No long-standing lines formed.
E	> 55 and ≤ 80	> 35 and ≤ 50	Heavy traffic flow condition. Heavy delays probable. No available gaps for cross-street traffic or main street turning traffic. Limit of stable flow.
F	> 80	> 50	Unstable traffic flow. Heavy congestion. Traffic moves in forced flow condition. Average delays greater than one minute highly probable. Total breakdown.

### 3.2 KEY ASSUMPTIONS

The following assumptions were made as part of the traffic operational analysis:

- All intersections used the collected peak hour factor (PHF) data for the existing condition. For the no-build and build condition, all intersections in accordance with TOSAM, used a PHF of 0.88 if it was higher than the collected peak hour factor data.
- All intersections were analyzed with the collected heavy vehicle percentages at each individual movement for the existing, no-build, and build condition.
- All signalized intersections were evaluated using HCM 2000, unsignalized intersections were evaluated using HCM 6<sup>th</sup> Edition, and roundabouts were analyzed using SIDRA software.

## 4 EXISTING CONDITIONS

### 4.1 EXISTING ROADWAY CHARACTERISTICS

Roadway characteristics including geometry and posted speed limits for roadway facilities adjacent to the proposed development are summarized in **Table 2**.

**Table 2: Existing Roadway Characteristics**

Road	Lanes	Posted Speed (mph)	Functional Classification
Route 250 (Three Notch Road)	2 Lanes Undivided	45	Major Collector
Route 15 (James Madison Highway)	2 Lanes Undivided	45	Minor Arterial

Note: Route 250 and Route 15 are 4-lane divided roadways at the signalized intersection, however, are 2-lane undivided roadways outside of the signalized intersection.

### 4.2 EXISTING TRAFFIC VOLUMES

Existing AM and PM peak hour traffic volumes were collected on November 3, 2022 (Thursday) at the following identified study area intersections:

1. Route 250 (Three Notch Road) and Route 15 (James Madison Highway)
2. Route 250 (Three Notch Road) and Route 615 (Zion Road)

Peak hour periods were established for the study intersections; based on the turning movement count data, the following peak hours were determined:

- AM Peak Hour 7:30 AM to 8:30 AM
- PM Peak Hour 4:00 PM to 5:00 PM

Existing turning movement counts are shown in **Figure 2**. Traffic count data is provided in **Appendix D**.



NOT TO SCALE

**Legend**

- Study Roadway
- Study Intersection
- XX AM Peak Hour Traffic
- (XX) PM Peak Hour Traffic

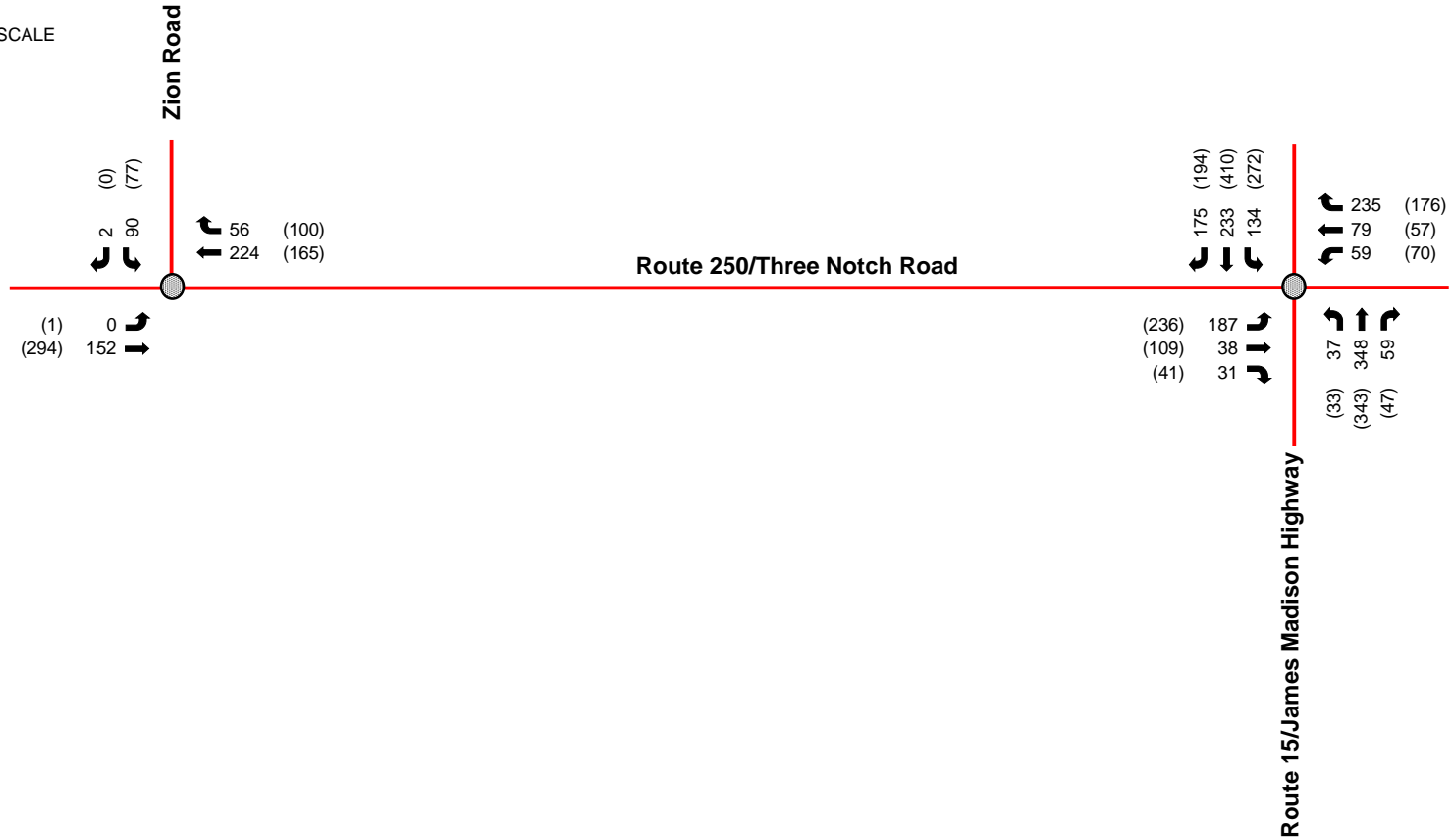


Figure 2  
Existing Peak Hour Traffic

### 4.3 EXISTING CONDITIONS INTERSECTION CAPACITY ANALYSIS

During the AM and PM peak hours, all intersection approaches and movements operate at LOS D or better. The control delay and LOS results are summarized in **Table 4** following the analysis sections. The intersection capacity analysis results are included in **Appendix E**.

### 4.4 EXISTING CONDITIONS 95<sup>TH</sup> QUEUING ANALYSIS

Existing 95<sup>th</sup> percentile vehicle queue lengths were calculated for all vehicle movements at all study intersections using *Synchro 11*<sup>TM</sup> software. Based on the queue analysis results, all queues are expected to be accommodated within the existing turn lanes at all intersections. Additionally, queues for all through movements are projected to have adequate space between adjacent intersections.

The queue results are summarized in **Table 6** following the analysis sections. The queueing analysis results are included in **Appendix E**.

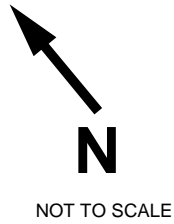
## 5 PROJECTED NO-BUILD CONDITIONS

The projected no-build conditions represent the future roadway network and background traffic growth without the addition of the proposed development traffic. No other planned developments were identified to be included in the projected no-build conditions for this study.



### 5.1 TRAFFIC GROWTH RATE

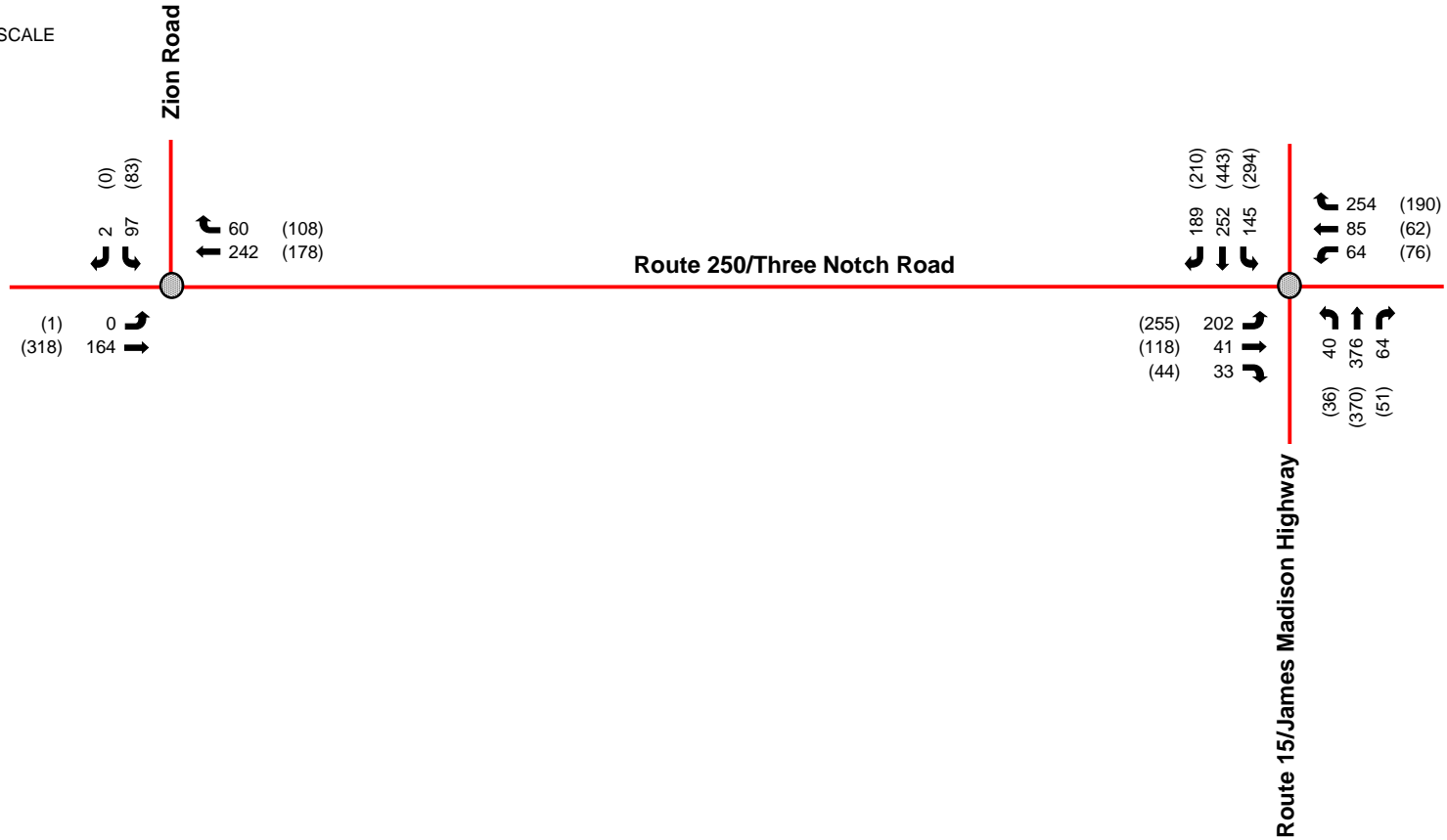
During the scoping meeting with Fluvanna and Louisa County and VDOT staff, a linear growth rate of 1.0% was agreed upon to be applied to all study intersections. The scoping form is provided in **Appendix B**. Existing traffic volumes were growth to the year 2030 (build-out year 2024 + 6 years). No-build 2030 AM and PM peak hour traffic volumes are summarized in **Figure 3**.





**Legend**

-  Study Roadway
-  Study Intersection
- XX AM Peak Hour Traffic
- (XX) PM Peak Hour Traffic



## 5.2 2030 NO-BUILD CONDITIONS INTERSECTION CAPACITY ANALYSIS

During the AM and PM peak hours, all intersection approaches and movements operate at LOS D or better. The control delay and LOS results are summarized in **Table 4** following the analysis sections. The intersection capacity analysis results are included in **Appendix E**.

## 5.3 2030 NO-BUILD CONDITIONS 95TH QUEUEING ANALYSIS

No-build 2030 95<sup>th</sup> percentile vehicle queue lengths were calculated for all vehicle movements at all study intersections using *Synchro 11*<sup>TM</sup> software. Based on the queue analysis results, all queues are expected to be accommodated within the existing turn lanes at all intersections. Additionally, queues for all through movements are projected to have adequate space between adjacent intersections.

The queue results are summarized in **Table 6** following the analysis sections. The queueing analysis results are included in **Appendix E**.

## 6 PROJECTED BUILD CONDITIONS

The build conditions represent the future roadway network with the addition of background traffic growth and traffic generated by the proposed project. Note that the signalized intersection of James Madison Highway and Three Notch Road is proposed to be converted to a roundabout in the future as part of the submitted SMART SCALE application ID: 7193 which is awaiting funding. Therefore, build conditions at the intersection of James Madison Highway and Three Notch Road were analyzed as both a conventional signalized intersection and as a roundabout using SIDRA Intersection 8 software. A roundabout intersection sketch is included in **Appendix G**. Access to the proposed development will be provided via one (1) full access driveway (west project driveway) along Three Notch Road just west of James Madison Highway and one (1) full access driveway located along James Madison Highway just south of Three Notch Road (south project driveway).

### 6.1 SITE TRIP GENERATION

Traffic projections were estimated for the proposed development based on the ITE *Trip Generation Manual, 10<sup>th</sup> Edition*. **Table 3** summarizes the expected project trip generation during the AM and PM peak hours. The total trips represent the estimated number of vehicles entering and exiting the proposed development to and from the adjacent roadway network. Note that per guidance provided by Fluvanna and Louisa County and VDOT, the total building square-footage was used to determine the trip generation for the proposed development as the square-foot independent variable estimates a higher trip generation than vehicle fueling positions.

Additionally, pass-by is anticipated during the AM and PM peak hours for the proposed Wawa fuel station with convenience market. Based on ITE *Trip Generation Manual, 11<sup>th</sup> Edition* supplemental pass-by appendices, Wawa is anticipated to have a pass-by rate of 76% during the AM peak hour and 75% during the PM peak hour. Pass-by rates were previously reviewed and agreed upon by Fluvanna and Louisa County and VDOT in the pre-scope form in **Appendix B**. The expected net new project trips presented in **Table 3** represent the gross project trips minus the pass-by trips attributable to the proposed land use. Detailed trip generation calculations have been included in **Appendix C**.

Table 3: Trip Generation Summary

Description	ITE Code	Intensity	Weekday AM Peak Hour			Weekday PM Peak Hour		
			Total	In	Out	Total	In	Out
Super Convenience Market/Gas Station	960	6,049 sf	503	252	251	419	210	209
Pass-By Reduction			382	191	191	314	157	157
<b>Net New Trips</b>			<b>121</b>	<b>61</b>	<b>60</b>	<b>105</b>	<b>53</b>	<b>52</b>

## 6.2 SITE TRIP DISTRIBUTION AND ASSIGNMENT



The distribution of traffic at study area intersections, including proposed access locations, was established based on existing traffic patterns and input from Fluvanna and Louisa County and VDOT. The trip distribution is shown in **Figure 4**. Trip assignment based on the trip distribution is shown in **Figure 5**. The pass-by distribution and assignment are shown in **Figure 6** and **Figure 7**.

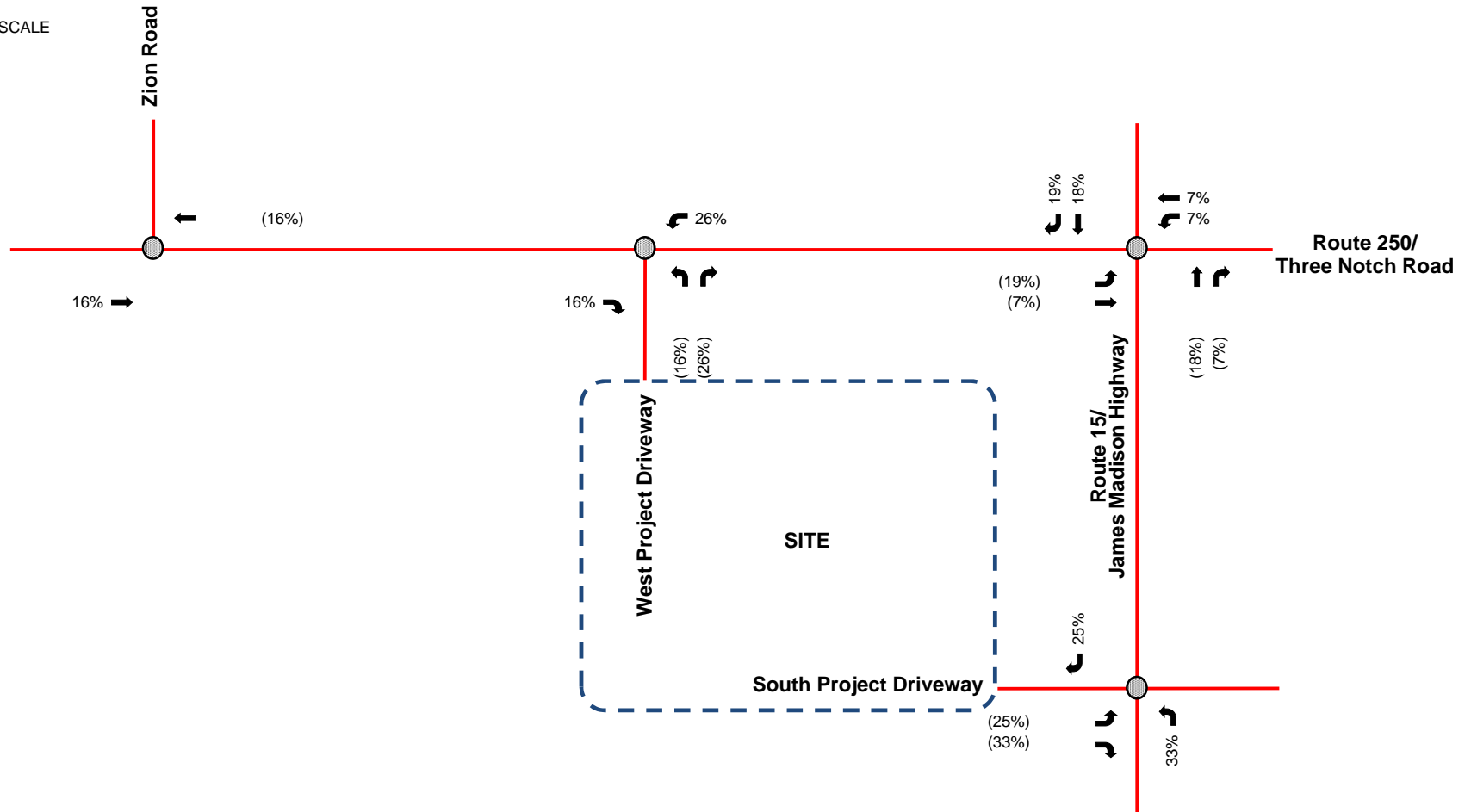
The assignment of traffic generated by the site was calculated by applying the distribution percentage for a specific turning movement to the total number of inbound or outbound trips generated to establish the turning movement volume at that location. The resulting build volumes for the AM and PM peak hours are shown in **Figure 8**. The build 2030 condition traffic volumes were calculated by adding the site generated trips and pass-by trips to the projected no-build 2030 traffic volumes.



NOT TO SCALE

**Legend**

-  Study Roadway
-  Study Intersection
- XX% Entering Trip Distribution
- (XX%) Exiting Trip Distribution

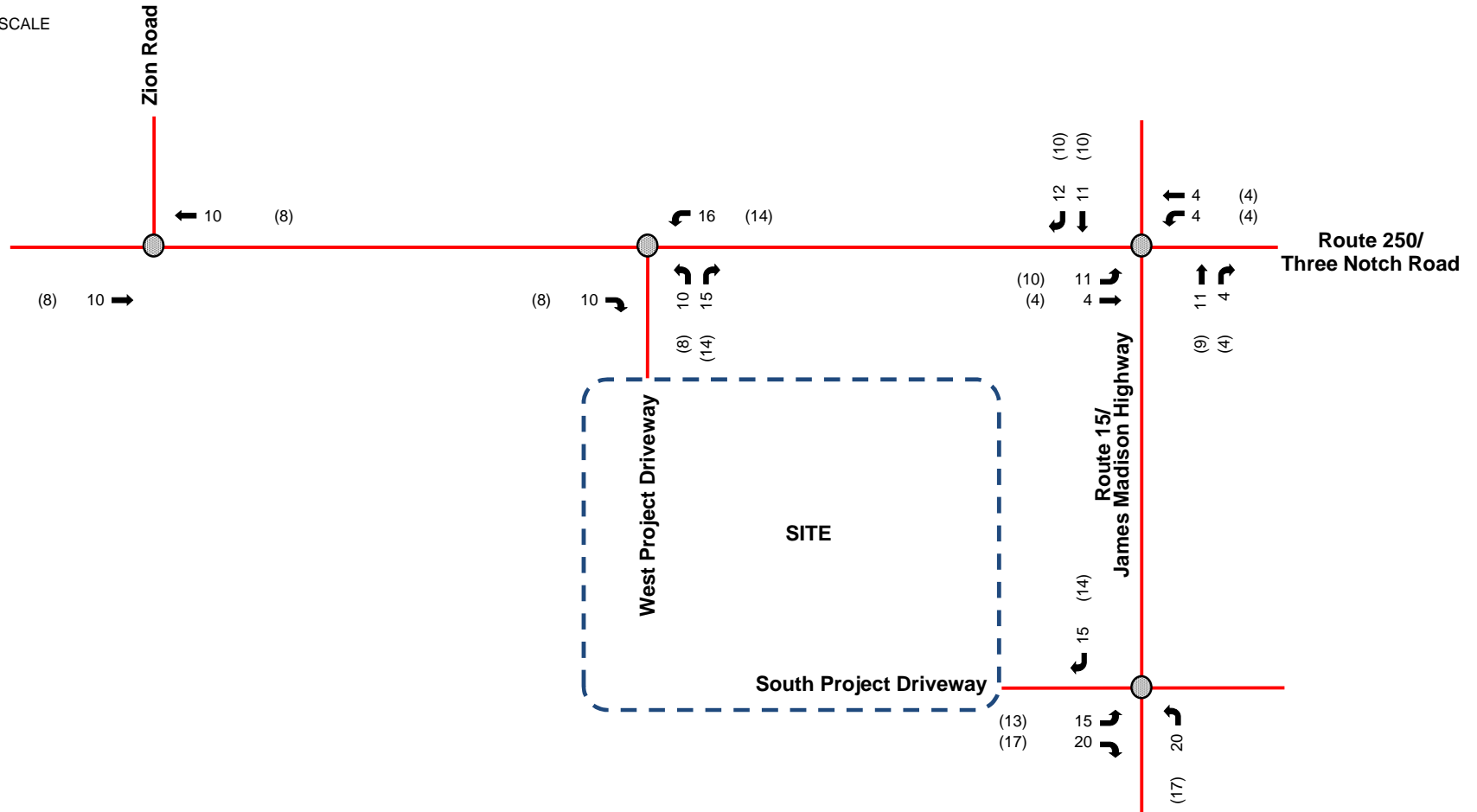




NOT TO SCALE

**Legend**

- Study Roadway
- Study Intersection
- XX AM Peak Hour Trip Assignment
- (XX) PM Peak Hour Trip Assignment





NOT TO SCALE

**Legend**

- Study Roadway
- Study Intersection
- XX% Entering Pass-by Distribution
- (XX%) Exiting Pass-by Distribution

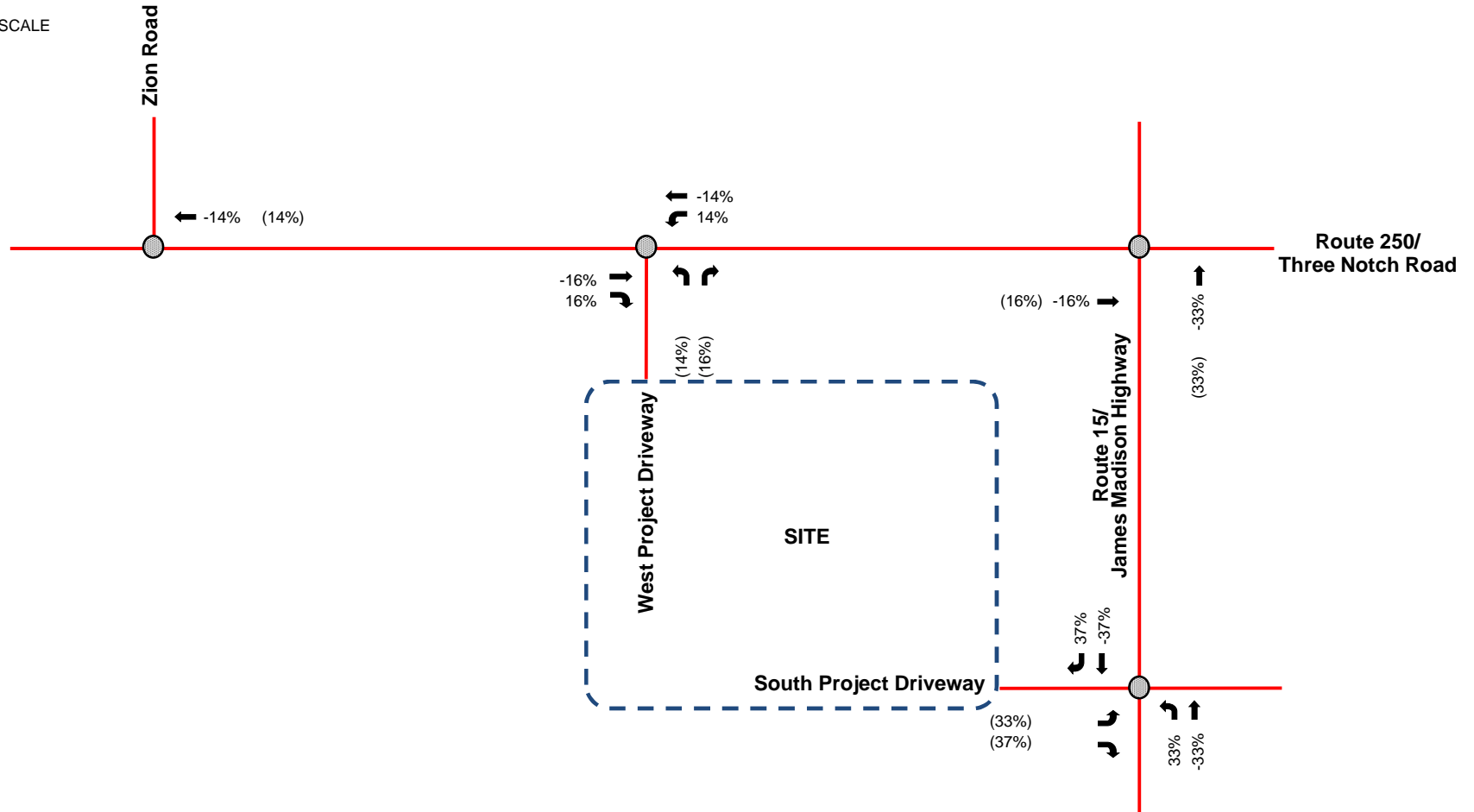
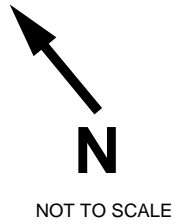




Figure 6  
AM and PM Pass-by Trip Distribution



**Legend**

-  Study Roadway
-  Study Intersection
- XX AM Pass-by Assignment
- (XX) PM Pass-by Assignment

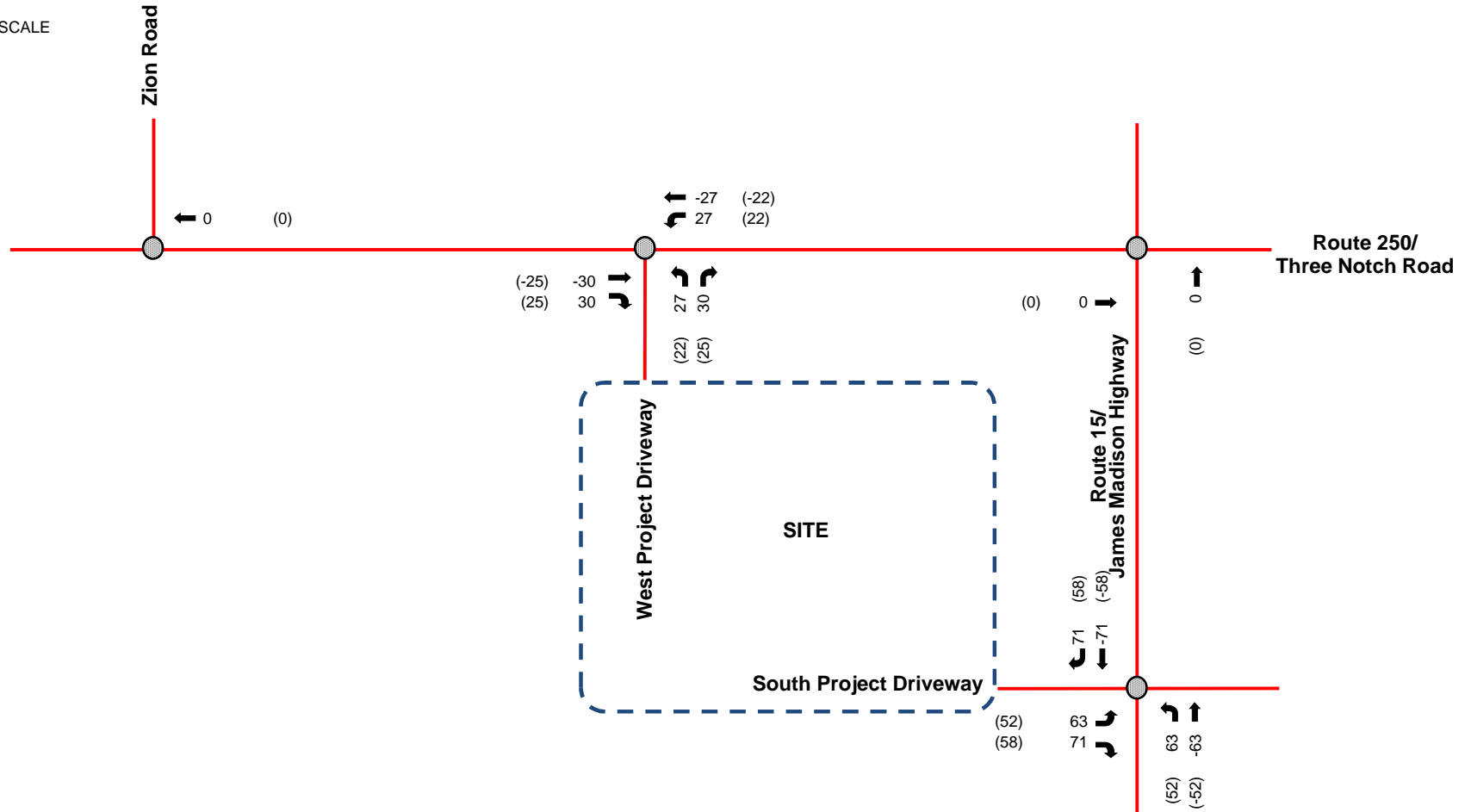
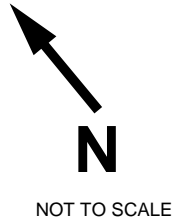


Figure 7  
AM and PM Pass-by Trip Assignment



**Legend**

- Study Roadway
- Study Intersection
- XX AM Peak Hour Traffic
- (XX) PM Peak Hour Traffic

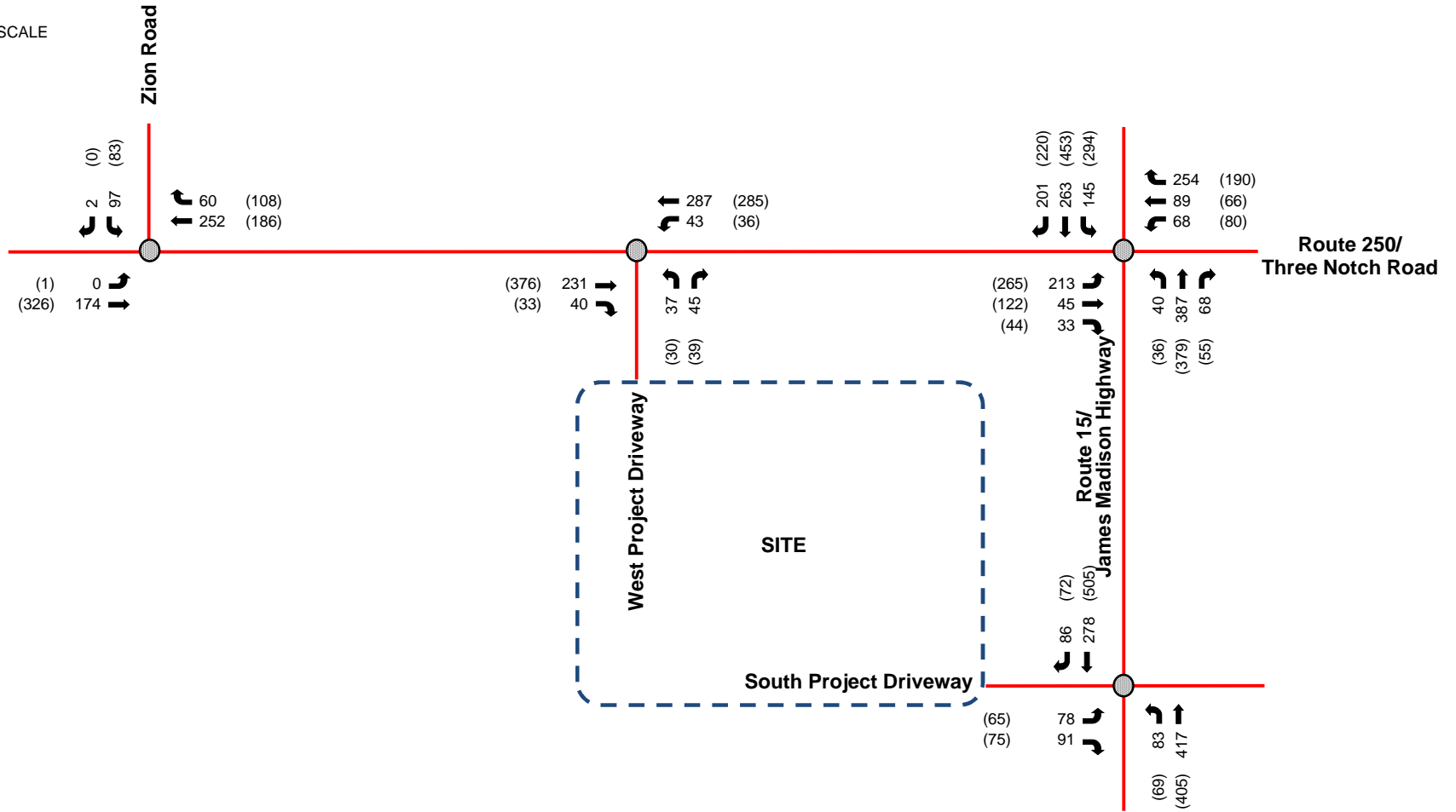


Figure 8  
Build Peak Hour Traffic



### 6.3 2030 BUILD CONDITIONS INTERSECTION CAPACITY ANALYSIS

The intersection of James Madison Highway and Three Notch Road was analyzed as a signalized intersection and as a roundabout under build conditions as there is currently a submitted SMART Scale project which proposes to convert the signalized intersection to a single-lane hybrid roundabout.

During the AM and PM peak hours, all intersection approaches and movements operate at LOS D or better. The control delay and LOS results are summarized in **Table 4** following the analysis sections. The intersection capacity analysis results are included in **Appendix E**.

All approaches and movements at the intersection of James Madison Highway and Three Notch Road are expected to operate a LOS C or better configured as a single-lane hybrid roundabout. Detailed SIDRA control delay and LOS results are summarized in **Table 5**

### 6.4 2030 BUILD CONDITIONS 95<sup>TH</sup> QUEUEING ANALYSIS

Build 2030 95<sup>th</sup> percentile vehicle queue lengths were calculated for all vehicle movements at all study intersections using *Synchro 11*<sup>TM</sup> software and SIDRA Intersection 8 software for the proposed roundabout. Based on the queue analysis results, all queues are expected to be accommodated within the existing turn lanes at all intersections. Additionally, queues for all through movements are projected to have adequate space between adjacent intersections.

The queue results are summarized in **Table 6** following the analysis sections. The queueing analysis results are included in **Appendix E**.

Detailed SIDRA queue results at the intersection of James Madison Highway and Three Notch Road are summarized in **Table 7**. Based on the queue results of the proposed single-lane hybrid roundabout, the longest queue is expected to occur at the southbound approach with a 95<sup>th</sup> percentile queue of approximately 462 feet. However, the southbound vehicle queue is not expected to queue into upstream intersections.

**Table 4: Control Delay and LOS Summary**

Intersection	Approach	Movement	2022 Existing				2030 No-Build				2030 Build			
			AM		PM		AM		PM		AM		PM	
			Delay (sec)	LOS	Delay (sec)	LOS	Delay (sec)	LOS	Delay (sec)	LOS	Delay (sec)	LOS	Delay (sec)	LOS
1. Three Notch Road at Zion Road	EB	L	0	A	7.8	A	0	A	7.8	A	0	A	7.9	A
		T	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)
		Approach	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)
	WB	T	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)
		R	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)
		Approach	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)
	SB	LR	11.1	B	11.0	B	11.4	B	11.2	B	11.5	B	11.3	B
		Approach	11.1	B	11.0	B	11.4	B	11.2	B	11.5	B	11.3	B
Overall Intersection		(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	
2. James Madison Highway at Three Notch Road	EB	L	27.9	C	28.3	C	28.2	C	29.0	C	28.7	C	29.3	C
		T	29.4	C	30.9	C	29.3	C	30.9	C	29.4	C	31.0	C
		R	29.2	C	29.9	C	29.1	C	29.8	C	29.1	C	29.8	C
		Approach	28.3	C	29.2	C	28.5	C	29.6	C	28.8	C	29.8	C
	WB	L	24.7	C	25.1	C	24.6	C	25.0	C	24.7	C	25.0	C
		T	35.5	D	35.4	D	35.5	D	35.5	D	35.7	D	35.5	D
		R	36.1	D	35.7	D	36.2	D	35.9	D	36.3	D	35.8	D
		Approach	34.2	C	33.2	C	34.2	C	33.3	C	34.2	C	33.2	C
	NB	L	21.2	C	21.3	C	21.5	C	21.5	C	21.5	C	21.7	C
		T	32.4	C	38.9	D	33.7	C	41.3	D	34.0	C	42.1	D
		R	28.2	C	32.4	C	28.7	C	33.2	C	28.8	C	33.4	C
		Approach	30.9	C	36.8	D	32.0	C	38.9	D	32.3	C	39.5	D
	SB	L	22.3	C	26.8	C	22.9	C	29.3	C	23.1	C	29.8	C
		T	26.7	C	28.6	C	27.2	C	29.4	C	27.4	C	29.8	C
		R	25.6	C	25.6	C	26.0	C	25.9	C	26.2	C	26.2	C
		Approach	25.3	C	27.4	C	25.7	C	28.6	C	26.0	C	29.0	C
	Overall Intersection		29.4	C	30.6	C	29.8	C	31.7	C	30.0	C	32.0	C
3. Three Notch Road at West Project Driveway	WB	L	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	8.0	A	8.4	A
		Approach	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(1)	(1)	(1)	(1)
	NB	L	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	12.1	B	13.1	B
		Approach	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	9.3	A	9.8	A
	Overall Intersection		(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)
4. James Madison Highway at South Project Driveway	EB	L	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	22.8	C	30.8	D
		R	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	10.2	B	11.2	B
		Approach	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	16.0	C	20.3	C
	NB	L	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	8.4	A	9.2	A
		Approach	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(1)	(1)	(1)	(1)
Overall Intersection		(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	

Notes: <sup>(1)</sup> Movement operates under free-flow conditions, therefore, no LOS is reported.  
<sup>(2)</sup> Intersection operations under two-way stop-controlled conditions, therefore, no overall LOS is reported.  
<sup>(3)</sup> Intersection does not exist under existing or no-build conditions, therefore, no LOS is reported.

**Table 5: Roundabout Control Delay and LOS Summary**

Intersection	Approach	Movement	2030 Build – Roundabout			
			AM		PM	
			Delay (sec)	LOS	Delay (sec)	LOS
2. James Madison Highway at Three Notch Road	EB	L	10.6	B	20.5	C
		T	9.6	A	27.7	C
		R	9.4	A	28.1	C
		Approach	10.3	B	23.3	C
	WB	L	9.5	A	10.4	B
		T	8.6	A	10.0	B
		R	0.0	A	0.0	A
		Approach	3.5	A	4.5	A
	NB	L	15.2	B	26.6	C
		T	14.9	B	26.0	C
		R	14.7	B	18.4	B
		Approach	14.9	B	25.1	C
	SB	L	9.7	A	19.6	B
		T	9.6	A	19.5	B
		R	7.9	A	9.8	A
		Approach	9.1	A	17.3	B
Overall Intersection			9.6	A	18.2	B

**Table 6: 95<sup>th</sup> Percentile Queue Summary**

Intersection	Approach	Movement	2022 Existing		2030 No-Build		2030 Build	
			95 <sup>th</sup> Percentile Queue (ft)					
			AM	PM	AM	PM	AM	PM
1. Three Notch Road at Zion Road	EB	L	<25	<25	<25	<25	<25	<25
	SB	LR	<25	<25	<25	<25	<25	<25
2. James Madison Highway at Three Notch Road	EB	L	144	177	155	192	164	200
		T	25	58	26	63	28	64
		R	<25	<25	<25	<25	<25	<25
	WB	L	53	61	56	65	59	68
		T	46	36	49	39	51	41
		R	69	<25	72	<25	72	<25
	NB	L	34	31	36	33	36	33
		T	152	163	164	176	169	180
		R	<25	<25	<25	<25	<25	<25
	SB	L	93	183	101	198	101	198
T		100	167	108	182	112	187	
R		<25	33	30	43	38	50	
3. Three Notch Road at West Project Driveway	WB	L	(1)	(1)	(1)	(1)	<25	<25
		L	(1)	(1)	(1)	(1)	<25	<25
	NB	R	(1)	(1)	(1)	(1)	<25	<25
4. James Madison Highway at South Project Driveway	EB	L	(1)	(1)	(1)	(1)	33	38
		R	(1)	(1)	(1)	(1)	<25	<25
	NB	L	(1)	(1)	(1)	(1)	<25	<25

Note: (1) Intersection does not exist under existing and no-build conditions, therefore, no queue is reported.

**Table 7: Roundabout 95<sup>th</sup> Percentile Queue Summary**

Intersection	Approach	Movement	2030 Build – Roundabout	
			95 <sup>th</sup> Percentile Queue (ft)	
			AM	PM
2. James Madison Highway at Three Notch Road	EB	L	64	155
		T	<25	131
		R	<25	131
		Approach	64	155
	WB	L	47	50
		T	47	50
		R	<25	<25
		Approach	47	50
	NB	L	141	212
		T	141	212
		R	<25	<25
		Approach	141	212
	SB	L	95	462
		T	95	462
		R	45	54
		Approach	95	462

## 7 ACCESS MANAGEMENT AND TURN LANE WARRANTS

**Figure 9** summarizes the required and proposed access spacing. The requirements are based on the spacing standards outlined *Table 2-2* in Appendix F of the *VDOT Road Design Manual*. Access to the proposed development will be provided via one (1) full access driveway along Three Notch Road just west of James Madison Highway (west project driveway) and one (1) full access driveway located along James Madison Highway just south of Three Notch Road (south project driveway).

The VDOT spacing standard for a signal and a full-access driveway entrance found in *Table 2-2* is 470 feet for a 45-mph, minor arterial (James Madison Highway) and 335 feet for a 45-mph, major collector (Three Notch Road). The provided distance from the signalized intersection of James Madison Highway at Three Notch Road to the full-access driveways along James Madison Highway and Three Notch Road is approximately 630 feet and 650 feet respectively. Therefore, the proposed driveway entrances meet VDOT's access management requirements.

A right-turn lane warrant analysis was prepared for the eastbound approach at the proposed full access west project driveway along Three Notch Road. The analysis determined that an eastbound right-turn lane with taper only is warranted. Note that there is currently an existing eastbound right-turn lane at the signalized intersection of Three Notch Road and James Madison Highway which extends through the location of the proposed west project driveway. Therefore, the existing eastbound right-turn lane can serve as an eastbound right-turn lane into the west project driveway. The right-turn lane warrant analysis worksheet is included in **Appendix F**.

A left-turn lane warrant analysis was prepared for the westbound approach at the proposed full access west project driveway along Three Notch Road. The analysis determined that a westbound left-turn lane with 200 feet of storage is warranted. Note that there is currently an existing two-way left-turn lane along Three Notch Road at the proposed location of the west project driveway. Therefore, the existing two-way left-turn lane may be modified to accommodate a left-turn lane into the west project driveway. The left-turn lane warrant analysis worksheet is included in **Appendix F**.

A right-turn lane warrant analysis was prepared for the southbound approach at the proposed full access south project driveway along James Madison Highway. The analysis determined that a southbound right-turn lane with taper only is warranted. Note that a southbound right-turn lane is already proposed at the south project driveway in the site plan shown in **Appendix A**. The right-turn lane warrant analysis worksheet is included in **Appendix F**.

A left-turn lane warrant analysis was prepared for the northbound approach at the proposed full access south project driveway along James Madison Highway. The analysis determined that a northbound left-turn lane with 200 feet of storage is warranted. The left-turn lane warrant analysis worksheet is included in **Appendix F**.



**Figure 9: Access Management Spacing**



## 8 CONCLUSION AND RECOMMENDATIONS

The results of the traffic analysis indicate that all intersection approaches and movements operate at LOS D or better during the AM and PM peak hours under existing, 2030 no-build, and 2030 build conditions. Note that the intersection of Route 250 (Three Notch Road) at Route 15 (James Madison Highway) is proposed to be converted to a roundabout in the future as part of the submitted SMART SCALE application ID: 7193 which is awaiting funding. All movements and approaches at the proposed single-lane hybrid roundabout are expected to operate at LOS C or better during the AM and PM peak hours under 2030 build conditions.

The 95<sup>th</sup> percentile vehicle queue lengths were calculated for all vehicle movements at all study intersections. Based on the queue analysis results, all queues are expected to be accommodated within the existing turn lanes at all intersections under existing 2022, 2030 no-build, and 2030 build conditions. Additionally, queues for all through movements are projected to have adequate space between adjacent intersections. Overall, the intersection capacity and queue analysis results indicate that the study intersections will not be adversely impacted by project traffic.

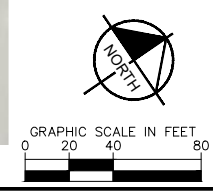
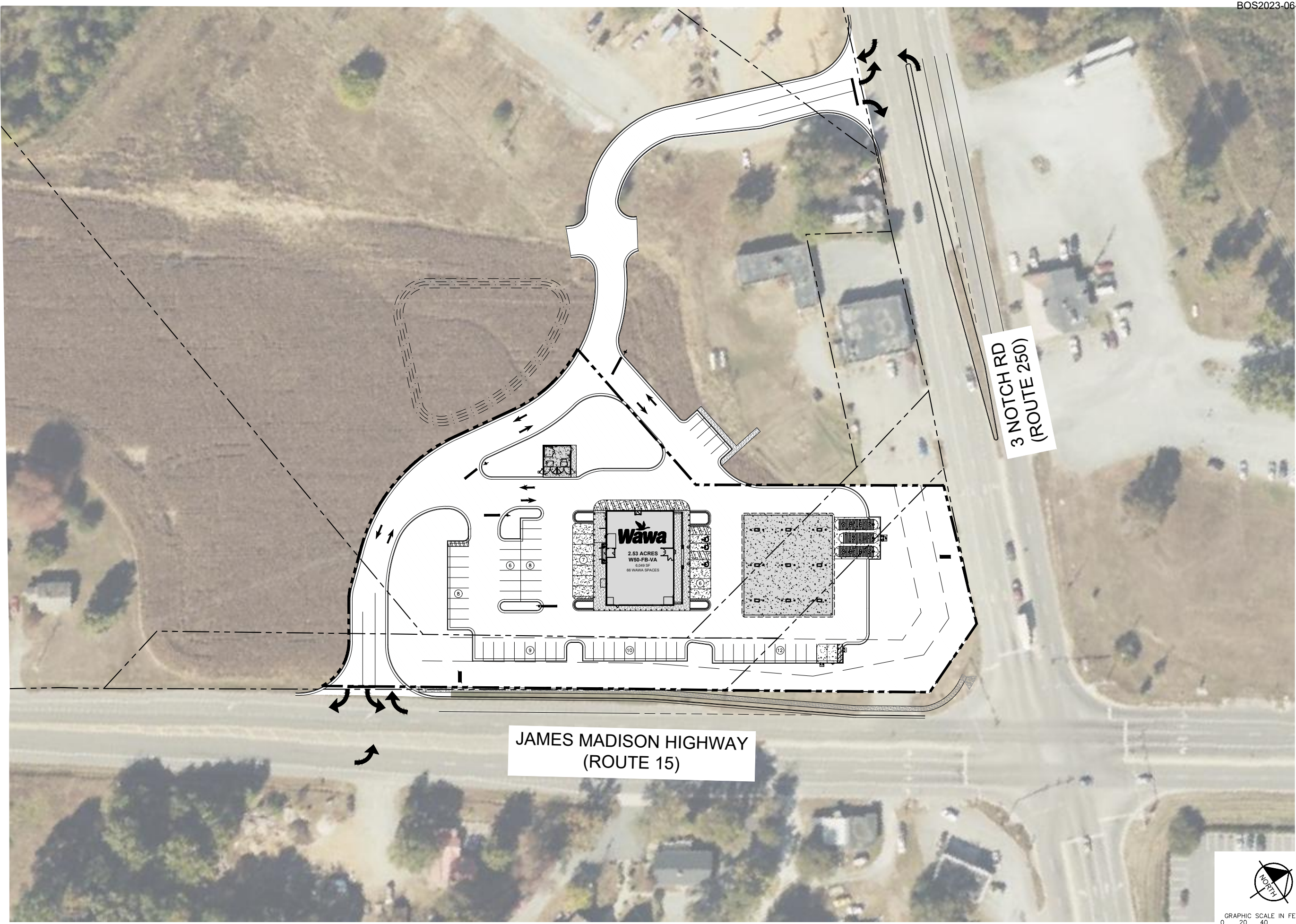
Access to the proposed development will be provided via one (1) full access driveway along Three Notch Road just west of James Madison Highway (west project driveway) and one (1) full access driveway located along James Madison Highway just south of Three Notch Road (south project driveway). The proposed full access driveways are within spacing requirements from the *VDOT Road Design Manual Appendix F* and will not require an access waiver. Right and left-turn lane warrant analyses were conducted at both of the proposed full access driveway entrances. Based on the results of these analyses, a right and left-turn lane are warranted at the proposed full access west project driveway and the south project driveway.

# **APPENDIX A**

## **Conceptual Site Plan**



This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



<b>WAWA</b>	LOUISA AND FLUVANNA COUNTY	VIRGINIA	<b>CONCEPTUAL PLAN</b>				KHA PROJECT <b>113173119</b> DATE <b>11/28/2022</b> SCALE AS SHOWN DESIGNED BY <b>RPP</b> DRAWN BY <b>PMD</b> CHECKED BY <b>RPP</b>	 © 2022 KIMLEY-HORN AND ASSOCIATES, INC. 1700 WILLOW LAWN DR., SUITE 200, RICHMOND, VA 23230 PHONE: 804-673-4422 FAX: 804-673-5960 WWW.KIMLEY-HORN.COM	No.	REVISIONS	DATE	BY
			SHEET NUMBER									

# **APPENDIX B**

## **Pre-Scoping Form**





## PRE-SCOPE OF WORK MEETING FORM

### Information on the Project Traffic Impact Analysis Base Assumptions

The applicant is responsible for entering the relevant information and submitting the form to VDOT and the locality no less than three (3) business days prior to the meeting. If a form is not received by this deadline, the scope of work meeting may be postponed.

Contact Information			
Consultant Name: Tele: E-mail:	David Capparuccini, Kimley-Horn and Associates (804) 672-4715 david.capparuccini@kimley-horn.com		
Developer/Owner Name: Tele: E-mail:	Renaud Consulting (571) 765-4436 mfontaine@renaudconsulting.net		
Project Information			
Project Name:	Wawa - Zion Crossroads	Locality/County:	Fluvanna County & Louisa County
Project Location: (Attach regional and site specific location map)	See Attached Map		
Submission Type	Comp Plan <input type="checkbox"/>	Rezoning <input type="checkbox"/>	Site Plan <input checked="" type="checkbox"/> Subd Plat <input type="checkbox"/>
Project Description: (Including details on the land use, acreage, phasing, access location, etc. Attach additional sheet if necessary)	This project proposes to construct an 18-pump (6,059 square-foot) Wawa gas station. Access to the project will be provided via two full-access driveways, one along the south side of Three Notch Road just west of James Madison Highway and one along the west side of James Madison Highway just south of Three Notch Road. See site plan attached.		
Proposed Use(s): (Check all that apply; attach additional pages as necessary)	Residential <input type="checkbox"/>	Commercial <input checked="" type="checkbox"/>	Mixed Use <input type="checkbox"/> Other <input type="checkbox"/>
	Residential Uses(s) Number of Units: _____ ITE LU Code(s): _____ _____	Commercial Use(s) ITE LU Code(s): 960 _____	Other Use(s) ITE LU Code(s): _____ Independent Variable(s): _____
	Square Ft or Other Variable: _____		
Total Peak Hour Trip Projection:	Less than 100 <input type="checkbox"/>	100 – 499 <input type="checkbox"/>	500 – 999 <input checked="" type="checkbox"/> 1,000 or more <input type="checkbox"/>

It is important for the applicant to provide sufficient information to county and VDOT staff so that questions regarding geographic scope, alternate methodology, or other issues can be answered at the scoping meeting.

Traffic Impact Analysis Assumptions			
Study Period	Existing Year: 2022	Build-out Year: 2024	Design Year: 2030
Study Area Boundaries (Attach map)	North: Three Notch Road	South:	
	East: James Madison Highway	West:	
External Factors That Could Affect Project (Planned road improvements, other nearby developments)	NA		
Consistency With Comprehensive Plan (Land use, transportation plan)			
Available Traffic Data (Historical, forecasts)	VDOT traffic count data is available along Route 15 (James Madison Highway) and US 250 (Three Notch Road)		
Trip Distribution (Attach sketch)	Road Name: Three Notch Road EB/WB (TBD)	Road Name:	
	Road Name: James Madison Highway NB/SB (TBD)	Road Name:	
Annual Vehicle Trip Growth Rate:	1%	Peak Period for Study (check all that apply)	<input checked="" type="checkbox"/> AM <input checked="" type="checkbox"/> PM <input type="checkbox"/> SAT
		Peak Hour of the Generator	
Study Intersections and/or Road Segments (Attach additional sheets as necessary)	1.US 250 (Three Notch Road) at Route 15 (James Madison Highway)	6.	
	2.US 250 and site driveway	7.	
	3.Route 15 and site driveway	8.	
	4.	9.	
	5.	10.	
Trip Adjustment Factors	Internal allowance: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Reduction: _____% trips	Pass-by allowance: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Reduction: 76/75 (AM/PM)% trips	
Software Methodology	<input checked="" type="checkbox"/> Synchro <input type="checkbox"/> HCS (v.2000/+) <input type="checkbox"/> aaSIDRA <input type="checkbox"/> CORSIM <input type="checkbox"/> Other _____		
Traffic Signal Proposed or Affected (Analysis software to be used, progression speed, cycle length)	US 250 (Three Notch Road) at Route 15 (James Madison Highway)		

It is important for the applicant to provide sufficient information to county and VDOT staff so that questions regarding geographic scope, alternate methodology, or other issues can be answered at the scoping meeting.

Improvement(s) Assumed or to be Considered	None
Background Traffic Studies Considered	None
Plan Submission	<input type="checkbox"/> Master Development Plan (MDP) <input type="checkbox"/> Generalized Development Plan (GDP) <input checked="" type="checkbox"/> Preliminary/Sketch Plan <input type="checkbox"/> Other Plan type (Final Site, Subd. Plan)
Additional Issues to be Addressed	<input checked="" type="checkbox"/> Queuing analysis <input type="checkbox"/> Actuation/Coordination <input type="checkbox"/> Weaving analysis <input type="checkbox"/> Merge analysis <input type="checkbox"/> Bike/Ped Accommodations <input checked="" type="checkbox"/> Intersection(s) <input type="checkbox"/> TDM Measures <input type="checkbox"/> Other _____

NOTES on ASSUMPTIONS: \_\_\_\_\_

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Applicant or Consultant

PRINT NAME: \_\_\_\_\_  
Applicant or Consultant

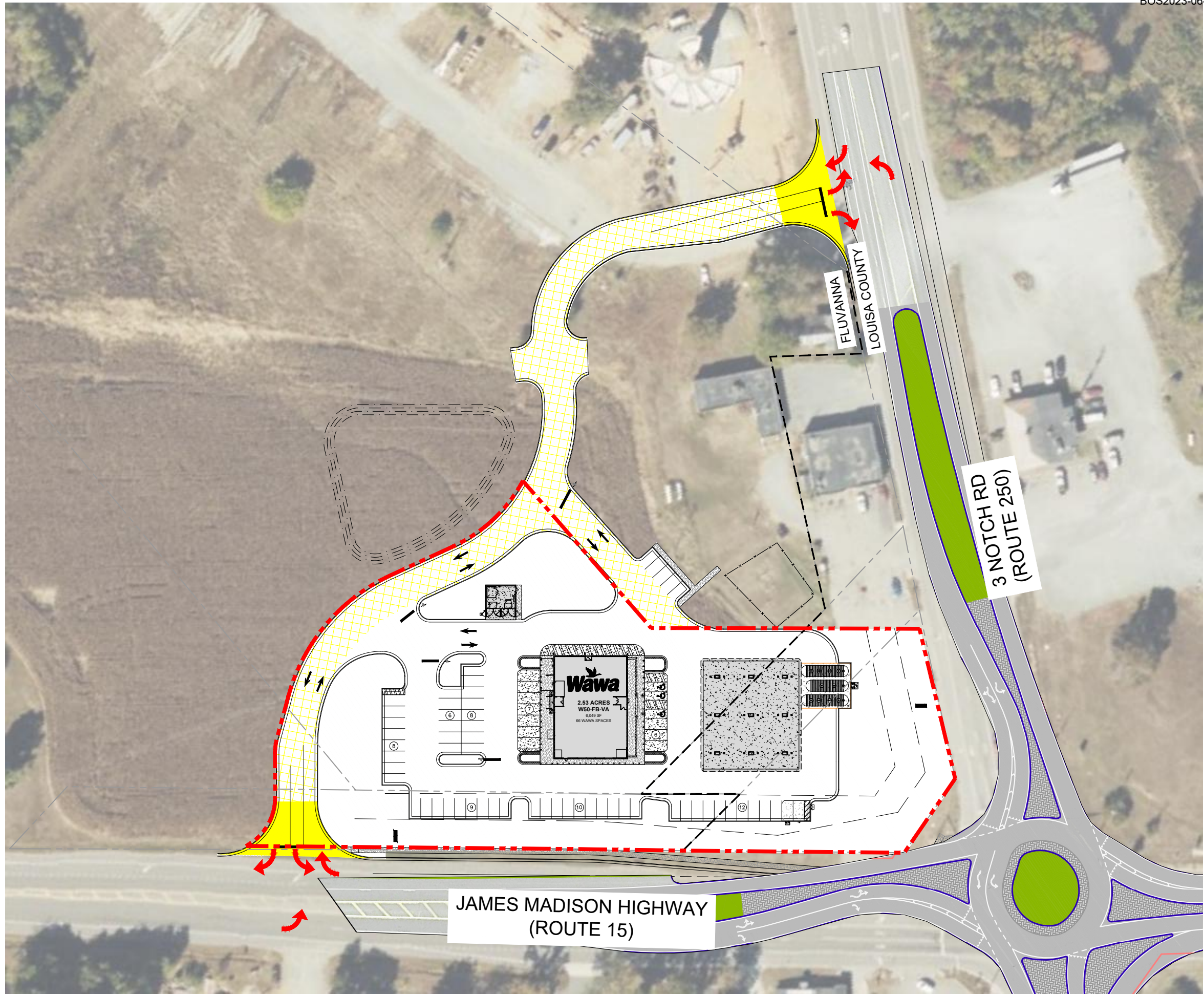
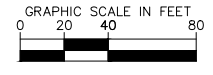
It is important for the applicant to provide sufficient information to county and VDOT staff so that questions regarding geographic scope, alternate methodology, or other issues can be answered at the scoping meeting.







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<p><b>WAWA</b></p> <p>LOUISA AND FLUVANNA COUNTY VIRGINIA</p>	<p>SMARTSCALE EXHIBIT</p> <p>ROUTE 15 AND ROUTE 250</p>	<p>KHA PROJECT</p> <p>113173119</p>	<p>DATE</p> <p>09/07/2022</p>	<p>SCALE</p> <p>AS SHOWN</p>	<p>DESIGNED BY</p> <p>MFB</p>	<p>DRAWN BY</p> <p>MFB</p>	<p>CHECKED BY</p> <p>RRP</p>
		<p><b>Kimley»Horn</b></p> <p>© 2022 KIMLEY-HORN AND ASSOCIATES, INC. 1700 WILLOW LAWN DR., SUITE 200, RICHMOND, VA 23230 PHONE: 804-673-1452 FAX: 804-673-5960 WWW.KIMLEY-HORN.COM</p>		<p>REVISIONS</p>	<p>DATE</p>	<p>BY</p>	

# **APPENDIX C**

## **Trip Generation**



**PROPOSED WEEKDAY AM PEAK HOUR TRIP GENERATION**

ITE TRIP GENERATION CHARACTERISTICS					DIRECTIONAL DISTRIBUTION		BASELINE TRIPS			PASS-BY CAPTURE		NET NEW EXTERNAL TRIPS					
Land Use	ITE Edition	ITE Code	Scale	ITE Units	Percent		In	Out	Total	Percent	PB Trips	In	Out	Total			
					In	Out											
1 Super Convenience Market/Gas Station	10	960	6.049	ksf	50%	50%	252	251	503	76.0%	382	61	60	121			
2																	
3																	
4																	
5																	
6																	
7																	
8																	
9																	
10																	
11																	
12																	
13																	
14																	
15																	
ITE Land Use Code					Rate or Equation		<b>Total:</b>			252	251	503	76.0%	382	61	60	121
960					Y=83.14(X)												

**PROPOSED WEEKDAY PM PEAK HOUR TRIP GENERATION**

ITE TRIP GENERATION CHARACTERISTICS					DIRECTIONAL DISTRIBUTION		BASELINE TRIPS			PASS-BY CAPTURE		NET NEW EXTERNAL TRIPS					
Land Use	ITE Edition	ITE Code	Scale	ITE Units	Percent		In	Out	Total	Percent	PB Trips	In	Out	Total			
					In	Out											
1 Super Convenience Market/Gas Station	10	960	6.049	ksf	50%	50%	210	209	419	75.0%	314	53	52	105			
2																	
3																	
4																	
5																	
6																	
7																	
8																	
9																	
10																	
11																	
12																	
13																	
14																	
15																	
ITE Land Use Code					Rate or Equation		<b>Total:</b>			210	209	419	75.0%	314	53	52	105
960					Y=69.28(X)												

# **APPENDIX D**

## **Traffic Count Data**

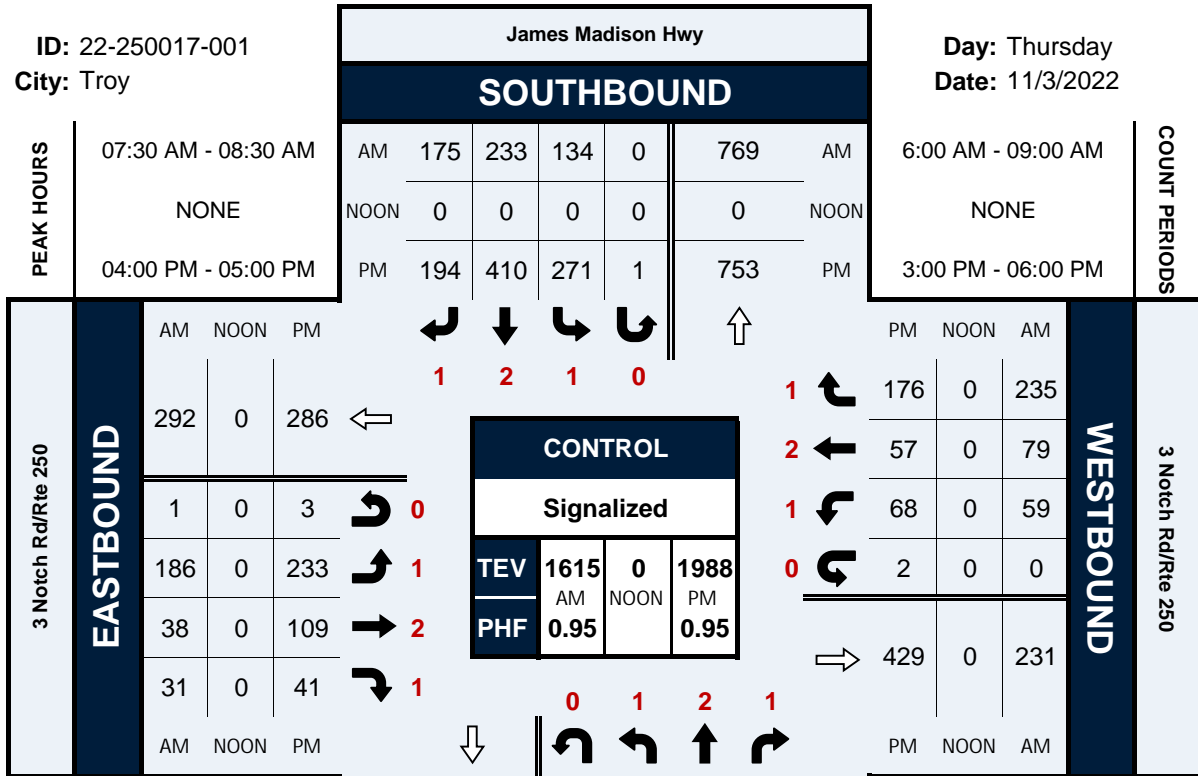
Prepared by National Data & Surveying Services

# James Madison Hwy & 3 Notch Rd/Rte 250

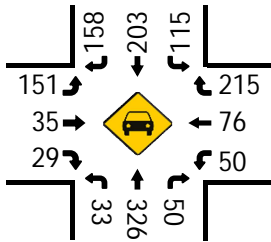
## Peak Hour Turning Movement Count

ID: 22-250017-001  
City: Troy

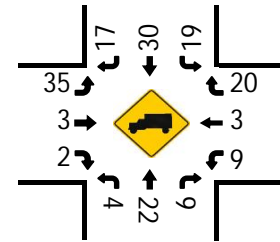
Day: Thursday  
Date: 11/3/2022



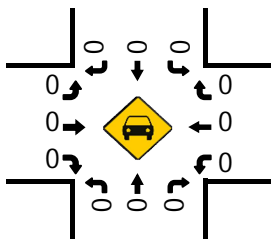
Cars (AM)



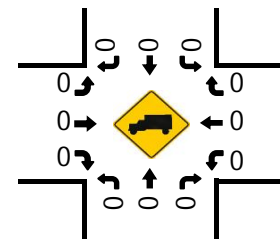
HT (AM)



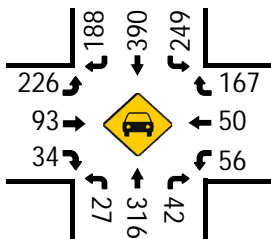
Cars (NOON)



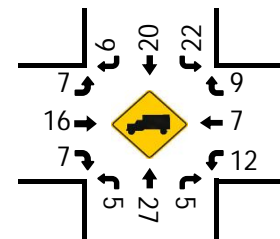
HT (NOON)



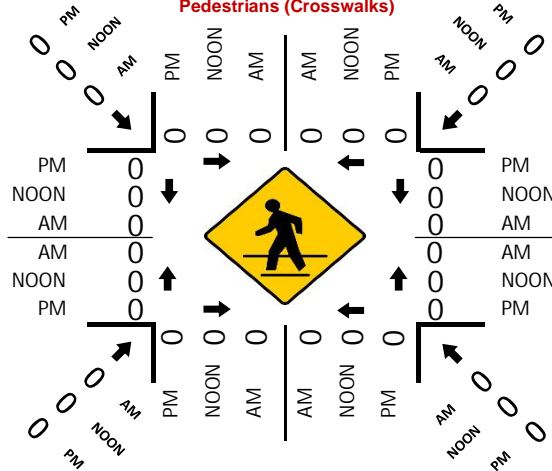
Cars (PM)



HT (PM)



Pedestrians (Crosswalks)



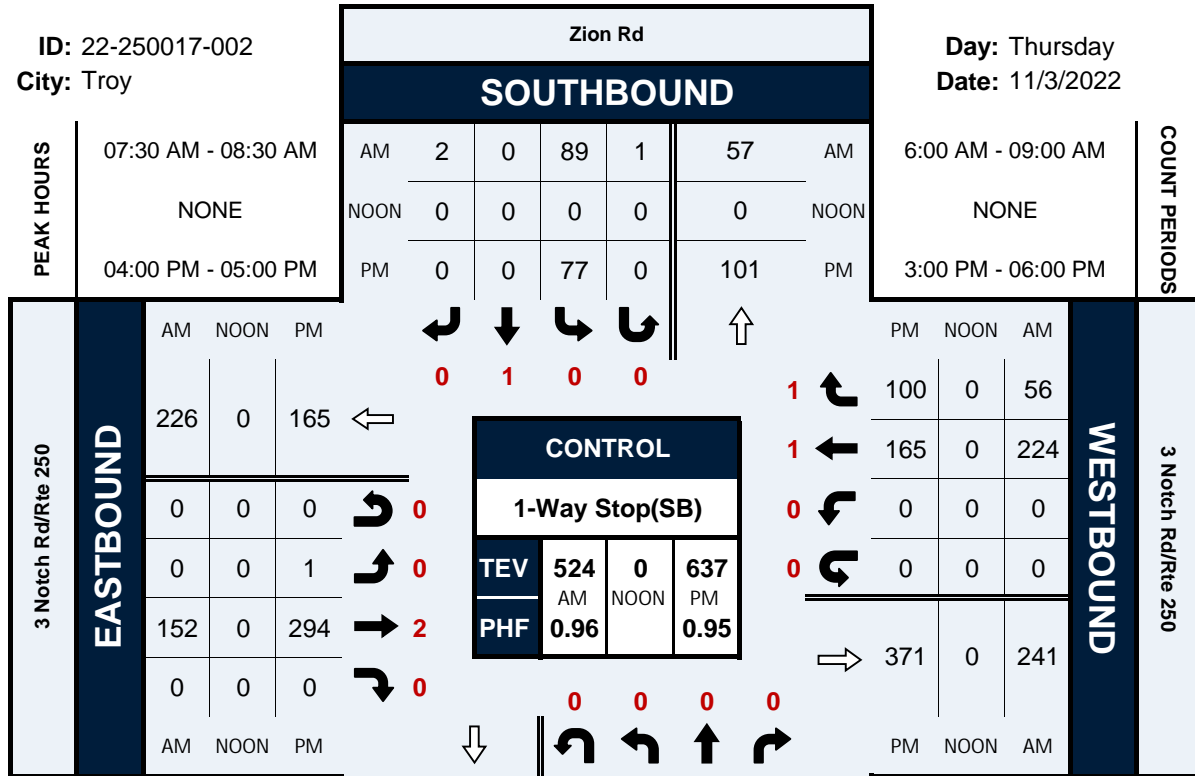
Prepared by National Data & Surveying Services

# Zion Rd & 3 Notch Rd/Rte 250

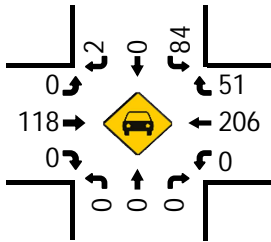
## Peak Hour Turning Movement Count

ID: 22-250017-002  
City: Troy

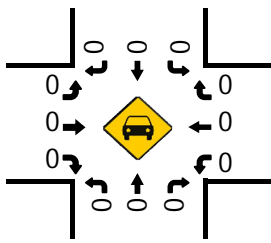
Day: Thursday  
Date: 11/3/2022



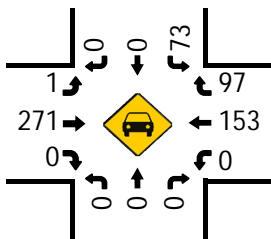
Cars (AM)



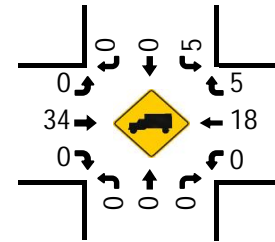
Cars (NOON)



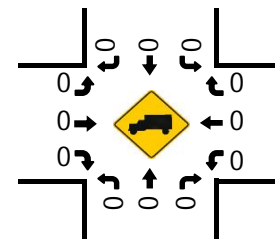
Cars (PM)



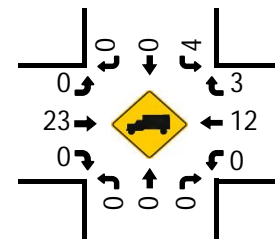
HT (AM)



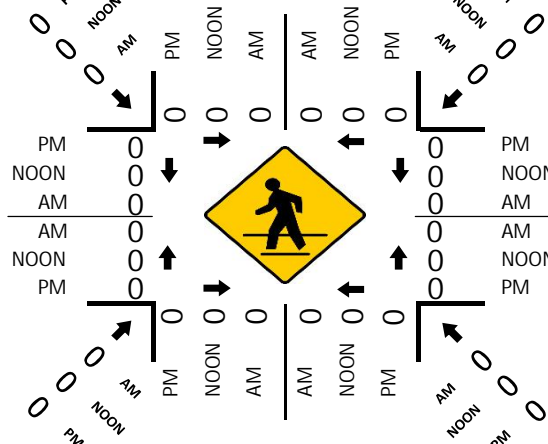
HT (NOON)



HT (PM)



Pedestrians (Crosswalks)



# **APPENDIX E**

## **Intersection Capacity Analysis**

# **A.M. Existing 2022**

**HCM 6th TWSC**  
**1: Route 250 (Three Notch Road) & Zion Road**

Intersection

Int Delay, s/veh 1.9

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations	↘	↑↑	↑	↗	↘	
Traffic Vol, veh/h	0	152	224	56	90	2
Future Vol, veh/h	0	152	224	56	90	2
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	25	-	-	0	0	-
Veh in Median Storage, #	-	0	0	-	1	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	96	96	96	96	96	96
Heavy Vehicles, %	0	22	8	9	6	0
Mvmt Flow	0	158	233	58	94	2

Major/Minor	Major1	Major2	Minor2
Conflicting Flow All	291	0	312
Stage 1	-	-	233
Stage 2	-	-	79
Critical Hdwy	4.1	-	6.69
Critical Hdwy Stg 1	-	-	5.49
Critical Hdwy Stg 2	-	-	5.89
Follow-up Hdwy	2.2	-	3.557
Pot Cap-1 Maneuver	1282	-	659
Stage 1	-	-	794
Stage 2	-	-	925
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	1282	-	659
Mov Cap-2 Maneuver	-	-	683
Stage 1	-	-	794
Stage 2	-	-	925

Approach	EB	WB	SB
HCM Control Delay, s	0	0	11.1
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1282	-	-	-	685
HCM Lane V/C Ratio	-	-	-	-	0.14
HCM Control Delay (s)	0	-	-	-	11.1
HCM Lane LOS	A	-	-	-	B
HCM 95th %tile Q(veh)	0	-	-	-	0.5

Timings

Existing Conditions

2: Route 15 (James Madison Highway) & Route 250 (Three Notch Road)

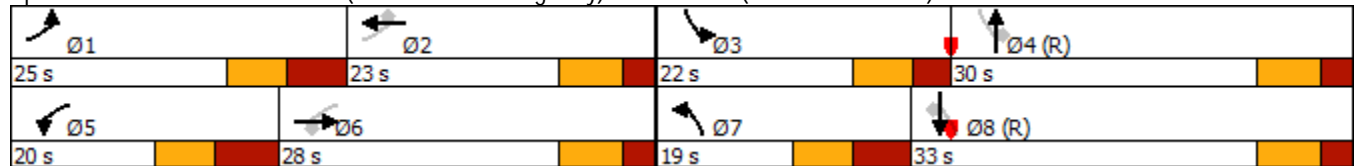
AM Peak Hour

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	187	38	31	59	79	235	37	348	59	134	233	175
Future Volume (vph)	187	38	31	59	79	235	37	348	59	134	233	175
Turn Type	D.P+P	NA	Perm	D.P+P	NA	Perm	D.P+P	NA	Perm	D.P+P	NA	Perm
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases	2		6	6		2	8		4	4		8
Detector Phase	1	6	6	5	2	2	7	4	4	3	8	8
Switch Phase												
Minimum Initial (s)	8.0	15.0	15.0	8.0	15.0	15.0	8.0	15.0	15.0	8.0	15.0	15.0
Minimum Split (s)	16.9	22.3	22.3	17.3	22.3	22.3	16.8	22.3	22.3	15.4	22.3	22.3
Total Split (s)	25.0	28.0	28.0	20.0	23.0	23.0	19.0	30.0	30.0	22.0	33.0	33.0
Total Split (%)	25.0%	28.0%	28.0%	20.0%	23.0%	23.0%	19.0%	30.0%	30.0%	22.0%	33.0%	33.0%
Yellow Time (s)	4.5	4.8	4.8	4.5	4.8	4.8	4.5	4.8	4.8	4.5	4.8	4.8
All-Red Time (s)	4.4	2.5	2.5	4.8	2.5	2.5	4.3	2.5	2.5	2.9	2.5	2.5
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	8.9	7.3	7.3	9.3	7.3	7.3	8.8	7.3	7.3	7.4	7.3	7.3
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	None	None	None	None	None	None	C-Min	C-Min	None	C-Min	C-Min

Intersection Summary

Cycle Length: 100  
 Actuated Cycle Length: 100  
 Offset: 91 (91%), Referenced to phase 4:NBSB and 8:NBSB, Start of Green  
 Natural Cycle: 80  
 Control Type: Actuated-Coordinated

Splits and Phases: 2: Route 15 (James Madison Highway) & Route 250 (Three Notch Road)

















Queues

Existing Conditions

2: Route 15 (James Madison Highway) & Route 250 (Three Notch Road)

AM Peak Hour

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Group Flow (vph)	197	40	33	62	83	247	39	366	62	141	245	184
v/c Ratio	0.53	0.05	0.06	0.16	0.16	0.57	0.08	0.39	0.11	0.34	0.21	0.27
Control Delay	28.2	31.7	0.2	21.5	37.7	10.7	17.4	32.2	0.4	19.3	25.8	2.3
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	28.2	31.7	0.2	21.5	37.7	10.7	17.4	32.2	0.4	19.3	25.8	2.3
Queue Length 50th (ft)	88	10	0	25	24	0	14	101	0	52	63	0
Queue Length 95th (ft)	144	25	0	53	46	69	34	152	0	93	100	20
Internal Link Dist (ft)		916			980			1099			703	
Turn Bay Length (ft)	270		860	365		300	285		350	270		300
Base Capacity (vph)	400	800	550	405	544	440	478	937	563	459	1151	684
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.49	0.05	0.06	0.15	0.15	0.56	0.08	0.39	0.11	0.31	0.21	0.27

























Intersection Summary

HCM Signalized Intersection Capacity Analysis

Existing Conditions

2: Route 15 (James Madison Highway) & Route 250 (Three Notch Road)

AM Peak Hour

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	187	38	31	59	79	235	37	348	59	134	233	175
Future Volume (vph)	187	38	31	59	79	235	37	348	59	134	233	175
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	8.9	7.3	7.3	9.3	7.3	7.3	8.8	7.3	7.3	7.4	7.3	7.3
Lane Util. Factor	1.00	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00
Frt	1.00	1.00	0.85	1.00	1.00	0.85	1.00	1.00	0.85	1.00	1.00	0.85
Flt Protected	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00
Satd. Flow (prot)	1517	3343	1524	1570	3471	1482	1626	3406	1404	1583	3195	1468
Flt Permitted	0.70	1.00	1.00	0.73	1.00	1.00	0.60	1.00	1.00	0.50	1.00	1.00
Satd. Flow (perm)	1118	3343	1524	1205	3471	1482	1026	3406	1404	834	3195	1468
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	197	40	33	62	83	247	39	366	62	141	245	184
RTOR Reduction (vph)	0	0	25	0	0	205	0	0	46	0	0	128
Lane Group Flow (vph)	197	40	8	62	83	42	39	366	16	141	245	56
Heavy Vehicles (%)	19%	8%	6%	15%	4%	9%	11%	6%	15%	14%	13%	10%
Turn Type	D.P+P	NA	Perm	D.P+P	NA	Perm	D.P+P	NA	Perm	D.P+P	NA	Perm
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases	2		6	6		2	8		4	4		8
Actuated Green, G (s)	31.8	23.9	23.9	31.4	17.0	17.0	35.9	25.7	25.7	37.3	30.6	30.6
Effective Green, g (s)	31.8	23.9	23.9	31.4	17.0	17.0	35.9	25.7	25.7	37.3	30.6	30.6
Actuated g/C Ratio	0.32	0.24	0.24	0.31	0.17	0.17	0.36	0.26	0.26	0.37	0.31	0.31
Clearance Time (s)	8.9	7.3	7.3	9.3	7.3	7.3	8.8	7.3	7.3	7.4	7.3	7.3
Vehicle Extension (s)	4.0	5.0	5.0	4.0	5.0	5.0	4.0	5.0	5.0	4.0	5.0	5.0
Lane Grp Cap (vph)	414	798	364	405	590	251	400	875	360	397	977	449
v/s Ratio Prot	c0.07	0.01		0.01	0.02		0.01	c0.11		c0.04	c0.08	
v/s Ratio Perm	c0.08		0.01	c0.04		0.03	0.03		0.01	0.09		0.04
v/c Ratio	0.48	0.05	0.02	0.15	0.14	0.17	0.10	0.42	0.04	0.36	0.25	0.13
Uniform Delay, d1	26.7	29.3	29.1	24.5	35.3	35.5	21.0	30.9	27.9	21.6	26.1	25.0
Progression Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Incremental Delay, d2	1.2	0.1	0.1	0.2	0.2	0.7	0.1	1.5	0.2	0.7	0.6	0.6
Delay (s)	27.9	29.4	29.2	24.7	35.5	36.1	21.2	32.4	28.2	22.3	26.7	25.6
Level of Service	C	C	C	C	D	D	C	C	C	C	C	C
Approach Delay (s)		28.3			34.2			30.9			25.3	
Approach LOS		C			C			C			C	

Intersection Summary

HCM 2000 Control Delay	29.4	HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio	0.46		
Actuated Cycle Length (s)	100.0	Sum of lost time (s)	32.7
Intersection Capacity Utilization	57.0%	ICU Level of Service	B
Analysis Period (min)	15		
c Critical Lane Group			

# **P.M. Existing 2022**

**HCM 6th TWSC**  
**1: Route 250 (Three Notch Road) & Zion Road**

**Intersection**

Int Delay, s/veh 1.3

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations	↘	↑↑	↑	↗	↘	
Traffic Vol, veh/h	1	294	165	100	77	0
Future Vol, veh/h	1	294	165	100	77	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	25	-	-	0	0	-
Veh in Median Storage, #	-	0	0	-	1	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	0	8	7	3	5	0
Mvmt Flow	1	309	174	105	81	0

Major/Minor	Major1	Major2	Minor2
Conflicting Flow All	279	0	0
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	4.1	-	-
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	2.2	-	-
Pot Cap-1 Maneuver	1295	-	-
Stage 1	-	-	-
Stage 2	-	-	-
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	1295	-	-
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	EB	WB	SB
HCM Control Delay, s	0	0	11
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1295	-	-	-	680
HCM Lane V/C Ratio	0.001	-	-	-	0.119
HCM Control Delay (s)	7.8	-	-	-	11
HCM Lane LOS	A	-	-	-	B
HCM 95th %tile Q(veh)	0	-	-	-	0.4

Timings

Existing Conditions

2: Route 15 (James Madison Highway) & Route 250 (Three Notch Road)

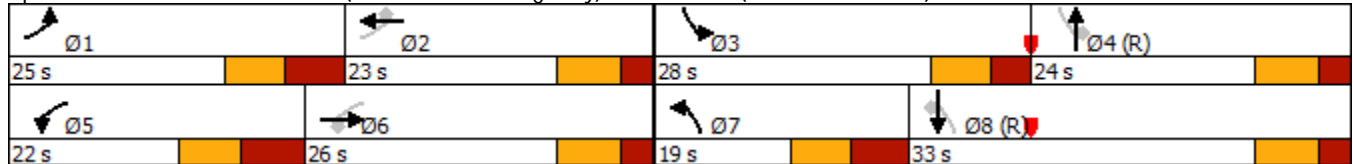
PM Peak Hour

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	236	109	41	70	57	176	33	343	47	272	410	194
Future Volume (vph)	236	109	41	70	57	176	33	343	47	272	410	194
Turn Type	D.P+P	NA	Perm	D.P+P	NA	Perm	D.P+P	NA	Perm	D.P+P	NA	Perm
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases	2		6	6		2	8		4	4		8
Detector Phase	1	6	6	5	2	2	7	4	4	3	8	8
Switch Phase												
Minimum Initial (s)	8.0	15.0	15.0	8.0	15.0	15.0	8.0	15.0	15.0	8.0	15.0	15.0
Minimum Split (s)	16.9	22.3	22.3	17.3	22.3	22.3	16.8	22.3	22.3	15.4	22.3	22.3
Total Split (s)	25.0	26.0	26.0	22.0	23.0	23.0	19.0	24.0	24.0	28.0	33.0	33.0
Total Split (%)	25.0%	26.0%	26.0%	22.0%	23.0%	23.0%	19.0%	24.0%	24.0%	28.0%	33.0%	33.0%
Yellow Time (s)	4.5	4.8	4.8	4.5	4.8	4.8	4.5	4.8	4.8	4.5	4.8	4.8
All-Red Time (s)	4.4	2.5	2.5	4.8	2.5	2.5	4.3	2.5	2.5	2.9	2.5	2.5
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	8.9	7.3	7.3	9.3	7.3	7.3	8.8	7.3	7.3	7.4	7.3	7.3
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	None	None	None	None	None	None	C-Min	C-Min	None	C-Min	C-Min

Intersection Summary

Cycle Length: 100  
 Actuated Cycle Length: 100  
 Offset: 19 (19%), Referenced to phase 4:NBSB and 8:NBSB, Start of Green  
 Natural Cycle: 80  
 Control Type: Actuated-Coordinated

Splits and Phases: 2: Route 15 (James Madison Highway) & Route 250 (Three Notch Road)















Queues

Existing Conditions

2: Route 15 (James Madison Highway) & Route 250 (Three Notch Road)

PM Peak Hour

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Group Flow (vph)	248	115	43	74	60	185	35	361	49	286	432	204
v/c Ratio	0.57	0.16	0.08	0.20	0.12	0.37	0.10	0.49	0.09	0.61	0.35	0.28
Control Delay	28.8	33.6	0.3	22.5	37.6	2.0	17.2	38.3	0.3	24.2	26.7	3.0
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	28.8	33.6	0.3	22.5	37.6	2.0	17.2	38.3	0.3	24.2	26.7	3.0
Queue Length 50th (ft)	112	32	0	30	17	0	12	108	0	117	117	0
Queue Length 95th (ft)	177	58	0	61	36	0	31	163	0	183	167	33
Internal Link Dist (ft)		916			980			1099			703	
Turn Bay Length (ft)	270		860	365		300	285		350	270		300
Base Capacity (vph)	459	728	569	400	506	515	390	734	573	528	1242	722
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.54	0.16	0.08	0.18	0.12	0.36	0.09	0.49	0.09	0.54	0.35	0.28

Intersection Summary

HCM Signalized Intersection Capacity Analysis

Existing Conditions

2: Route 15 (James Madison Highway) & Route 250 (Three Notch Road)

PM Peak Hour

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	236	109	41	70	57	176	33	343	47	272	410	194
Future Volume (vph)	236	109	41	70	57	176	33	343	47	272	410	194
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	8.9	7.3	7.3	9.3	7.3	7.3	8.8	7.3	7.3	7.4	7.3	7.3
Lane Util. Factor	1.00	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00
Frt	1.00	1.00	0.85	1.00	1.00	0.85	1.00	1.00	0.85	1.00	1.00	0.85
Flt Protected	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00
Satd. Flow (prot)	1752	3139	1380	1543	3223	1538	1570	3343	1455	1671	3438	1568
Flt Permitted	0.72	1.00	1.00	0.68	1.00	1.00	0.46	1.00	1.00	0.48	1.00	1.00
Satd. Flow (perm)	1320	3139	1380	1103	3223	1538	754	3343	1455	843	3438	1568
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	248	115	43	74	60	185	35	361	49	286	432	204
RTOR Reduction (vph)	0	0	33	0	0	154	0	0	39	0	0	141
Lane Group Flow (vph)	248	115	10	74	60	31	35	361	10	286	432	63
Heavy Vehicles (%)	3%	15%	17%	17%	12%	5%	15%	8%	11%	8%	5%	3%
Turn Type	D.P+P	NA	Perm	D.P+P	NA	Perm	D.P+P	NA	Perm	D.P+P	NA	Perm
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases	2		6	6		2	8		4	4		8
Actuated Green, G (s)	31.8	23.1	23.1	31.4	16.9	16.9	35.9	20.1	20.1	37.3	30.7	30.7
Effective Green, g (s)	31.8	23.1	23.1	31.4	16.9	16.9	35.9	20.1	20.1	37.3	30.7	30.7
Actuated g/C Ratio	0.32	0.23	0.23	0.31	0.17	0.17	0.36	0.20	0.20	0.37	0.31	0.31
Clearance Time (s)	8.9	7.3	7.3	9.3	7.3	7.3	8.8	7.3	7.3	7.4	7.3	7.3
Vehicle Extension (s)	4.0	5.0	5.0	4.0	5.0	5.0	4.0	5.0	5.0	4.0	5.0	5.0
Lane Grp Cap (vph)	484	725	318	382	544	259	313	671	292	456	1055	481
v/s Ratio Prot	c0.08	0.04		0.02	0.02		0.01	0.11		c0.11	0.13	
v/s Ratio Perm	c0.09		0.01	c0.04		0.02	0.03		0.01	c0.13		0.04
v/c Ratio	0.51	0.16	0.03	0.19	0.11	0.12	0.11	0.54	0.03	0.63	0.41	0.13
Uniform Delay, d1	27.1	30.7	29.8	24.7	35.2	35.2	21.1	35.8	32.1	23.7	27.5	25.0
Progression Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Incremental Delay, d2	1.2	0.2	0.1	0.3	0.2	0.4	0.2	3.1	0.2	3.1	1.2	0.6
Delay (s)	28.3	30.9	29.9	25.1	35.4	35.7	21.3	38.9	32.4	26.8	28.6	25.6
Level of Service	C	C	C	C	D	D	C	D	C	C	C	C
Approach Delay (s)		29.2			33.2			36.8			27.4	
Approach LOS		C			C			D			C	

Intersection Summary

HCM 2000 Control Delay	30.6	HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio	0.60		
Actuated Cycle Length (s)	100.0	Sum of lost time (s)	32.7
Intersection Capacity Utilization	65.6%	ICU Level of Service	C
Analysis Period (min)	15		
c Critical Lane Group			

# **A.M. No-Build 2030**



## HCM 6th TWSC

## 1: Route 250 (Three Notch Road) &amp; Zion Road

No-Build

AM Peak Hour

## Intersection

Int Delay, s/veh 2

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations	↘	↑↑	↑	↗	↘	
Traffic Vol, veh/h	0	164	242	60	97	2
Future Vol, veh/h	0	164	242	60	97	2
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	25	-	-	0	0	-
Veh in Median Storage, #	-	0	0	-	1	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	96	96	96	96	96	96
Heavy Vehicles, %	0	22	8	9	6	0
Mvmt Flow	0	171	252	63	101	2

Major/Minor	Major1	Major2	Minor2		
Conflicting Flow All	315	0	0	338	252
Stage 1	-	-	-	252	-
Stage 2	-	-	-	86	-
Critical Hdwy	4.1	-	-	6.69	6.2
Critical Hdwy Stg 1	-	-	-	5.49	-
Critical Hdwy Stg 2	-	-	-	5.89	-
Follow-up Hdwy	2.2	-	-	3.557	3.3
Pot Cap-1 Maneuver	1257	-	-	635	792
Stage 1	-	-	-	779	-
Stage 2	-	-	-	917	-
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	1257	-	-	635	792
Mov Cap-2 Maneuver	-	-	-	667	-
Stage 1	-	-	-	779	-
Stage 2	-	-	-	917	-

Approach	EB	WB	SB
HCM Control Delay, s	0	0	11.4
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1257	-	-	-	669
HCM Lane V/C Ratio	-	-	-	-	0.154
HCM Control Delay (s)	0	-	-	-	11.4
HCM Lane LOS	A	-	-	-	B
HCM 95th %tile Q(veh)	0	-	-	-	0.5

Timings

2: Route 15 (James Madison Highway) & Route 250 (Three Notch Road)

No-Build

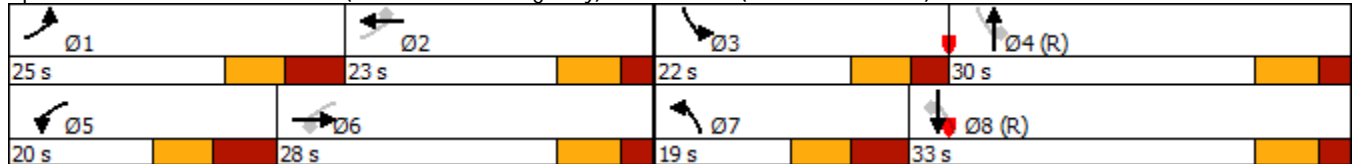
AM Peak Hour

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	202	41	33	64	85	254	40	376	64	145	252	189
Future Volume (vph)	202	41	33	64	85	254	40	376	64	145	252	189
Turn Type	D.P+P	NA	Perm	D.P+P	NA	Perm	D.P+P	NA	Perm	D.P+P	NA	Perm
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases	2		6	6		2	8		4	4		8
Detector Phase	1	6	6	5	2	2	7	4	4	3	8	8
Switch Phase												
Minimum Initial (s)	8.0	15.0	15.0	8.0	15.0	15.0	8.0	15.0	15.0	8.0	15.0	15.0
Minimum Split (s)	16.9	22.3	22.3	17.3	22.3	22.3	16.8	22.3	22.3	15.4	22.3	22.3
Total Split (s)	25.0	28.0	28.0	20.0	23.0	23.0	19.0	30.0	30.0	22.0	33.0	33.0
Total Split (%)	25.0%	28.0%	28.0%	20.0%	23.0%	23.0%	19.0%	30.0%	30.0%	22.0%	33.0%	33.0%
Yellow Time (s)	4.5	4.8	4.8	4.5	4.8	4.8	4.5	4.8	4.8	4.5	4.8	4.8
All-Red Time (s)	4.4	2.5	2.5	4.8	2.5	2.5	4.3	2.5	2.5	2.9	2.5	2.5
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	8.9	7.3	7.3	9.3	7.3	7.3	8.8	7.3	7.3	7.4	7.3	7.3
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	None	None	None	None	None	None	C-Min	C-Min	None	C-Min	C-Min

Intersection Summary

Cycle Length: 100  
 Actuated Cycle Length: 100  
 Offset: 91 (91%), Referenced to phase 4:NBSB and 8:NBSB, Start of Green  
 Natural Cycle: 80  
 Control Type: Actuated-Coordinated

Splits and Phases: 2: Route 15 (James Madison Highway) & Route 250 (Three Notch Road)















Queues

2: Route 15 (James Madison Highway) & Route 250 (Three Notch Road)

No-Build

AM Peak Hour

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Group Flow (vph)	213	43	35	67	89	267	42	396	67	153	265	199
v/c Ratio	0.56	0.05	0.06	0.17	0.17	0.59	0.09	0.43	0.12	0.38	0.23	0.29
Control Delay	29.3	31.9	0.2	21.7	37.8	10.8	17.4	33.1	0.4	20.0	26.1	2.9
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	29.3	31.9	0.2	21.7	37.8	10.8	17.4	33.1	0.4	20.0	26.1	2.9
Queue Length 50th (ft)	95	11	0	27	26	0	15	112	0	58	69	0
Queue Length 95th (ft)	155	26	0	56	49	72	36	164	0	101	108	30
Internal Link Dist (ft)		916			980			1099			703	
Turn Bay Length (ft)	270		860	365		300	285		350	270		300
Base Capacity (vph)	398	801	550	406	544	457	469	917	556	439	1141	681
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.54	0.05	0.06	0.17	0.16	0.58	0.09	0.43	0.12	0.35	0.23	0.29

Intersection Summary

HCM Signalized Intersection Capacity Analysis

No-Build

2: Route 15 (James Madison Highway) & Route 250 (Three Notch Road)

AM Peak Hour

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	202	41	33	64	85	254	40	376	64	145	252	189
Future Volume (vph)	202	41	33	64	85	254	40	376	64	145	252	189
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	8.9	7.3	7.3	9.3	7.3	7.3	8.8	7.3	7.3	7.4	7.3	7.3
Lane Util. Factor	1.00	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00
Frt	1.00	1.00	0.85	1.00	1.00	0.85	1.00	1.00	0.85	1.00	1.00	0.85
Flt Protected	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00
Satd. Flow (prot)	1517	3343	1524	1570	3471	1482	1626	3406	1404	1583	3195	1468
Flt Permitted	0.70	1.00	1.00	0.73	1.00	1.00	0.59	1.00	1.00	0.47	1.00	1.00
Satd. Flow (perm)	1112	3343	1524	1202	3471	1482	1007	3406	1404	777	3195	1468
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	213	43	35	67	89	267	42	396	67	153	265	199
RTOR Reduction (vph)	0	0	27	0	0	221	0	0	50	0	0	139
Lane Group Flow (vph)	213	43	8	67	89	46	42	396	17	153	265	60
Heavy Vehicles (%)	19%	8%	6%	15%	4%	9%	11%	6%	15%	14%	13%	10%
Turn Type	D.P+P	NA	Perm	D.P+P	NA	Perm	D.P+P	NA	Perm	D.P+P	NA	Perm
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases	2		6	6		2	8		4	4		8
Actuated Green, G (s)	32.1	24.0	24.0	31.7	17.1	17.1	35.6	25.0	25.0	37.0	30.3	30.3
Effective Green, g (s)	32.1	24.0	24.0	31.7	17.1	17.1	35.6	25.0	25.0	37.0	30.3	30.3
Actuated g/C Ratio	0.32	0.24	0.24	0.32	0.17	0.17	0.36	0.25	0.25	0.37	0.30	0.30
Clearance Time (s)	8.9	7.3	7.3	9.3	7.3	7.3	8.8	7.3	7.3	7.4	7.3	7.3
Vehicle Extension (s)	4.0	5.0	5.0	4.0	5.0	5.0	4.0	5.0	5.0	4.0	5.0	5.0
Lane Grp Cap (vph)	417	802	365	409	593	253	391	851	351	384	968	444
v/s Ratio Prot	c0.08	0.01		0.01	0.03		0.01	c0.12		c0.05	c0.08	
v/s Ratio Perm	c0.09		0.01	c0.04		0.03	0.03		0.01	0.10		0.04
v/c Ratio	0.51	0.05	0.02	0.16	0.15	0.18	0.11	0.47	0.05	0.40	0.27	0.14
Uniform Delay, d1	26.8	29.3	29.0	24.4	35.3	35.5	21.3	31.8	28.5	22.0	26.5	25.3
Progression Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Incremental Delay, d2	1.4	0.1	0.1	0.3	0.2	0.7	0.2	1.8	0.3	0.9	0.7	0.6
Delay (s)	28.2	29.3	29.1	24.6	35.5	36.2	21.5	33.7	28.7	22.9	27.2	26.0
Level of Service	C	C	C	C	D	D	C	C	C	C	C	C
Approach Delay (s)		28.5			34.2			32.0			25.7	
Approach LOS		C			C			C			C	

Intersection Summary

HCM 2000 Control Delay	29.8	HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio	0.50		
Actuated Cycle Length (s)	100.0	Sum of lost time (s)	32.7
Intersection Capacity Utilization	59.0%	ICU Level of Service	B
Analysis Period (min)	15		
c Critical Lane Group			

# **P.M. No-Build 2030**

## HCM 6th TWSC

## 1: Route 250 (Three Notch Road) &amp; Zion Road

No-Build

PM Peak Hour

## Intersection

Int Delay, s/veh 1.4

Movement	EBL	EBT	WBT	WBR	SBL	SBR
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Lane Configurations	↘	↑↑	↑	↗	↘	↘
Traffic Vol, veh/h	1	318	178	108	83	0
Future Vol, veh/h	1	318	178	108	83	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	25	-	-	0	0	-
Veh in Median Storage, #	-	0	0	-	1	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	0	8	7	3	5	0
Mvmt Flow	1	335	187	114	87	0

Major/Minor	Major1	Major2	Minor2
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Conflicting Flow All	301	0	0	357	187
Stage 1	-	-	-	187	-
Stage 2	-	-	-	170	-
Critical Hdwy	4.1	-	-	6.675	6.2
Critical Hdwy Stg 1	-	-	-	5.475	-
Critical Hdwy Stg 2	-	-	-	5.875	-
Follow-up Hdwy	2.2	-	-	3.5475	3.3
Pot Cap-1 Maneuver	1272	-	-	621	860
Stage 1	-	-	-	836	-
Stage 2	-	-	-	835	-
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	1272	-	-	620	860
Mov Cap-2 Maneuver	-	-	-	664	-
Stage 1	-	-	-	835	-
Stage 2	-	-	-	835	-

Approach	EB	WB	SB
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HCM Control Delay, s	0	0	11.2
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
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Capacity (veh/h)	1272	-	-	-	664
HCM Lane V/C Ratio	0.001	-	-	-	0.132
HCM Control Delay (s)	7.8	-	-	-	11.2
HCM Lane LOS	A	-	-	-	B
HCM 95th %tile Q(veh)	0	-	-	-	0.5

Timings

2: Route 15 (James Madison Highway) & Route 250 (Three Notch Road)

No-Build

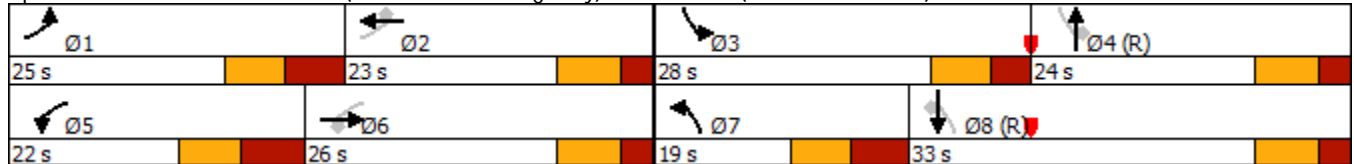
PM Peak Hour

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	255	118	44	76	62	190	36	370	51	294	443	210
Future Volume (vph)	255	118	44	76	62	190	36	370	51	294	443	210
Turn Type	D.P+P	NA	Perm	D.P+P	NA	Perm	D.P+P	NA	Perm	D.P+P	NA	Perm
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases	2		6	6		2	8		4	4		8
Detector Phase	1	6	6	5	2	2	7	4	4	3	8	8
Switch Phase												
Minimum Initial (s)	8.0	15.0	15.0	8.0	15.0	15.0	8.0	15.0	15.0	8.0	15.0	15.0
Minimum Split (s)	16.9	22.3	22.3	17.3	22.3	22.3	16.8	22.3	22.3	15.4	22.3	22.3
Total Split (s)	25.0	26.0	26.0	22.0	23.0	23.0	19.0	24.0	24.0	28.0	33.0	33.0
Total Split (%)	25.0%	26.0%	26.0%	22.0%	23.0%	23.0%	19.0%	24.0%	24.0%	28.0%	33.0%	33.0%
Yellow Time (s)	4.5	4.8	4.8	4.5	4.8	4.8	4.5	4.8	4.8	4.5	4.8	4.8
All-Red Time (s)	4.4	2.5	2.5	4.8	2.5	2.5	4.3	2.5	2.5	2.9	2.5	2.5
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	8.9	7.3	7.3	9.3	7.3	7.3	8.8	7.3	7.3	7.4	7.3	7.3
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	None	None	None	None	None	None	C-Min	C-Min	None	C-Min	C-Min

Intersection Summary

Cycle Length: 100  
 Actuated Cycle Length: 100  
 Offset: 19 (19%), Referenced to phase 4:NBSB and 8:NBSB, Start of Green  
 Natural Cycle: 80  
 Control Type: Actuated-Coordinated

Splits and Phases: 2: Route 15 (James Madison Highway) & Route 250 (Three Notch Road)

















Queues

2: Route 15 (James Madison Highway) & Route 250 (Three Notch Road)

No-Build

PM Peak Hour

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Group Flow (vph)	268	124	46	80	65	200	38	389	54	309	466	221
v/c Ratio	0.61	0.17	0.08	0.22	0.13	0.40	0.11	0.56	0.10	0.67	0.38	0.31
Control Delay	30.1	33.8	0.3	22.6	37.7	2.3	17.3	40.2	0.3	26.5	27.3	4.0
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	30.1	33.8	0.3	22.6	37.7	2.3	17.3	40.2	0.3	26.5	27.3	4.0
Queue Length 50th (ft)	122	34	0	33	18	0	14	120	0	128	128	0
Queue Length 95th (ft)	192	63	0	65	39	0	33	176	0	198	182	43
Internal Link Dist (ft)		916			980			1099			703	
Turn Bay Length (ft)	270		860	365		300	285		350	270		300
Base Capacity (vph)	458	732	570	399	506	515	372	700	561	508	1230	718
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.59	0.17	0.08	0.20	0.13	0.39	0.10	0.56	0.10	0.61	0.38	0.31

























Intersection Summary

HCM Signalized Intersection Capacity Analysis

2: Route 15 (James Madison Highway) & Route 250 (Three Notch Road)

No-Build

PM Peak Hour

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	255	118	44	76	62	190	36	370	51	294	443	210
Future Volume (vph)	255	118	44	76	62	190	36	370	51	294	443	210
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	8.9	7.3	7.3	9.3	7.3	7.3	8.8	7.3	7.3	7.4	7.3	7.3
Lane Util. Factor	1.00	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00
Frt	1.00	1.00	0.85	1.00	1.00	0.85	1.00	1.00	0.85	1.00	1.00	0.85
Flt Protected	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00
Satd. Flow (prot)	1752	3139	1380	1543	3223	1538	1570	3343	1455	1671	3438	1568
Flt Permitted	0.71	1.00	1.00	0.67	1.00	1.00	0.43	1.00	1.00	0.44	1.00	1.00
Satd. Flow (perm)	1314	3139	1380	1094	3223	1538	703	3343	1455	770	3438	1568
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	268	124	46	80	65	200	38	389	54	309	466	221
RTOR Reduction (vph)	0	0	35	0	0	166	0	0	44	0	0	154
Lane Group Flow (vph)	268	124	11	80	65	34	38	389	10	309	466	67
Heavy Vehicles (%)	3%	15%	17%	17%	12%	5%	15%	8%	11%	8%	5%	3%
Turn Type	D.P+P	NA	Perm	D.P+P	NA	Perm	D.P+P	NA	Perm	D.P+P	NA	Perm
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases	2		6	6		2	8		4	4		8
Actuated Green, G (s)	32.0	23.2	23.2	31.6	16.8	16.8	35.7	19.1	19.1	37.1	30.4	30.4
Effective Green, g (s)	32.0	23.2	23.2	31.6	16.8	16.8	35.7	19.1	19.1	37.1	30.4	30.4
Actuated g/C Ratio	0.32	0.23	0.23	0.32	0.17	0.17	0.36	0.19	0.19	0.37	0.30	0.30
Clearance Time (s)	8.9	7.3	7.3	9.3	7.3	7.3	8.8	7.3	7.3	7.4	7.3	7.3
Vehicle Extension (s)	4.0	5.0	5.0	4.0	5.0	5.0	4.0	5.0	5.0	4.0	5.0	5.0
Lane Grp Cap (vph)	487	728	320	383	541	258	296	638	277	447	1045	476
v/s Ratio Prot	c0.08	0.04		0.02	0.02		0.01	0.12		c0.12	0.14	
v/s Ratio Perm	c0.09		0.01	c0.05		0.02	0.04		0.01	c0.13		0.04
v/c Ratio	0.55	0.17	0.03	0.21	0.12	0.13	0.13	0.61	0.04	0.69	0.45	0.14
Uniform Delay, d1	27.3	30.7	29.7	24.7	35.3	35.4	21.3	37.0	33.0	24.3	28.0	25.3
Progression Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Incremental Delay, d2	1.7	0.2	0.1	0.4	0.2	0.5	0.3	4.3	0.3	4.9	1.4	0.6
Delay (s)	29.0	30.9	29.8	25.0	35.5	35.9	21.5	41.3	33.2	29.3	29.4	25.9
Level of Service	C	C	C	C	D	D	C	D	C	C	C	C
Approach Delay (s)		29.6			33.3			38.9			28.6	
Approach LOS		C			C			D			C	

Intersection Summary

HCM 2000 Control Delay	31.7	HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio	0.65		
Actuated Cycle Length (s)	100.0	Sum of lost time (s)	32.7
Intersection Capacity Utilization	67.8%	ICU Level of Service	C
Analysis Period (min)	15		
c Critical Lane Group			

# **A.M. Build 2030**

## HCM 6th TWSC

Build

## 1: Route 250 (Three Notch Road) &amp; Zion Road

AM Peak Hour

## Intersection

Int Delay, s/veh 1.9

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations	↘	↑↑	↑	↗	↘	
Traffic Vol, veh/h	0	174	252	60	97	2
Future Vol, veh/h	0	174	252	60	97	2
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	25	-	-	0	0	-
Veh in Median Storage, #	-	0	0	-	1	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	96	96	96	96	96	96
Heavy Vehicles, %	0	22	8	9	6	0
Mvmt Flow	0	181	263	63	101	2

Major/Minor	Major1	Major2	Minor2		
Conflicting Flow All	326	0	0	354	263
Stage 1	-	-	-	263	-
Stage 2	-	-	-	91	-
Critical Hdwy	4.1	-	-	6.69	6.2
Critical Hdwy Stg 1	-	-	-	5.49	-
Critical Hdwy Stg 2	-	-	-	5.89	-
Follow-up Hdwy	2.2	-	-	3.557	3.3
Pot Cap-1 Maneuver	1245	-	-	621	781
Stage 1	-	-	-	770	-
Stage 2	-	-	-	912	-
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	1245	-	-	621	781
Mov Cap-2 Maneuver	-	-	-	657	-
Stage 1	-	-	-	770	-
Stage 2	-	-	-	912	-

Approach	EB	WB	SB
HCM Control Delay, s	0	0	11.5
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1245	-	-	-	659
HCM Lane V/C Ratio	-	-	-	-	0.156
HCM Control Delay (s)	0	-	-	-	11.5
HCM Lane LOS	A	-	-	-	B
HCM 95th %tile Q(veh)	0	-	-	-	0.6

Timings

2: Route 15 (James Madison Highway) & Route 250 (Three Notch Road)

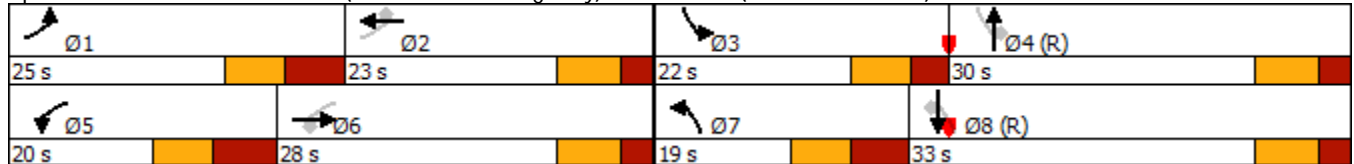
AM Peak Hour

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	213	45	33	68	89	254	40	387	68	145	263	201
Future Volume (vph)	213	45	33	68	89	254	40	387	68	145	263	201
Turn Type	D.P+P	NA	Perm	D.P+P	NA	Perm	D.P+P	NA	Perm	D.P+P	NA	Perm
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases	2		6	6		2	8		4	4		8
Detector Phase	1	6	6	5	2	2	7	4	4	3	8	8
Switch Phase												
Minimum Initial (s)	8.0	15.0	15.0	8.0	15.0	15.0	8.0	15.0	15.0	8.0	15.0	15.0
Minimum Split (s)	16.9	22.3	22.3	17.3	22.3	22.3	16.8	22.3	22.3	15.4	22.3	22.3
Total Split (s)	25.0	28.0	28.0	20.0	23.0	23.0	19.0	30.0	30.0	22.0	33.0	33.0
Total Split (%)	25.0%	28.0%	28.0%	20.0%	23.0%	23.0%	19.0%	30.0%	30.0%	22.0%	33.0%	33.0%
Yellow Time (s)	4.5	4.8	4.8	4.5	4.8	4.8	4.5	4.8	4.8	4.5	4.8	4.8
All-Red Time (s)	4.4	2.5	2.5	4.8	2.5	2.5	4.3	2.5	2.5	2.9	2.5	2.5
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	8.9	7.3	7.3	9.3	7.3	7.3	8.8	7.3	7.3	7.4	7.3	7.3
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	None	None	None	None	None	None	C-Min	C-Min	None	C-Min	C-Min

Intersection Summary

Cycle Length: 100  
 Actuated Cycle Length: 100  
 Offset: 91 (91%), Referenced to phase 4:NBSB and 8:NBSB, Start of Green  
 Natural Cycle: 80  
 Control Type: Actuated-Coordinated

Splits and Phases: 2: Route 15 (James Madison Highway) & Route 250 (Three Notch Road)















## Queues

Build

## 2: Route 15 (James Madison Highway) &amp; Route 250 (Three Notch Road)

AM Peak Hour

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Group Flow (vph)	224	47	35	72	94	267	42	407	72	153	277	212
v/c Ratio	0.59	0.06	0.06	0.18	0.18	0.59	0.09	0.45	0.13	0.39	0.24	0.31
Control Delay	30.1	32.0	0.2	21.8	37.9	10.8	17.5	33.5	0.5	20.2	26.3	3.8
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	30.1	32.0	0.2	21.8	37.9	10.8	17.5	33.5	0.5	20.2	26.3	3.8
Queue Length 50th (ft)	100	12	0	29	27	0	15	117	0	58	73	0
Queue Length 95th (ft)	164	28	0	59	51	72	36	169	0	101	112	38
Internal Link Dist (ft)		546			980			542			703	
Turn Bay Length (ft)	270		860	365		300	285		350	270		300
Base Capacity (vph)	398	803	551	406	544	457	463	909	553	432	1135	678
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.56	0.06	0.06	0.18	0.17	0.58	0.09	0.45	0.13	0.35	0.24	0.31

## Intersection Summary

HCM Signalized Intersection Capacity Analysis

Build

2: Route 15 (James Madison Highway) & Route 250 (Three Notch Road)

AM Peak Hour

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	213	45	33	68	89	254	40	387	68	145	263	201
Future Volume (vph)	213	45	33	68	89	254	40	387	68	145	263	201
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	8.9	7.3	7.3	9.3	7.3	7.3	8.8	7.3	7.3	7.4	7.3	7.3
Lane Util. Factor	1.00	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00
Frt	1.00	1.00	0.85	1.00	1.00	0.85	1.00	1.00	0.85	1.00	1.00	0.85
Flt Protected	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00
Satd. Flow (prot)	1517	3343	1524	1570	3471	1482	1626	3406	1404	1583	3195	1468
Flt Permitted	0.69	1.00	1.00	0.72	1.00	1.00	0.58	1.00	1.00	0.45	1.00	1.00
Satd. Flow (perm)	1106	3343	1524	1197	3471	1482	995	3406	1404	757	3195	1468
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	224	47	35	72	94	267	42	407	72	153	277	212
RTOR Reduction (vph)	0	0	27	0	0	222	0	0	54	0	0	148
Lane Group Flow (vph)	224	47	8	72	94	45	42	407	18	153	277	64
Heavy Vehicles (%)	19%	8%	6%	15%	4%	9%	11%	6%	15%	14%	13%	10%
Turn Type	D.P+P	NA	Perm	D.P+P	NA	Perm	D.P+P	NA	Perm	D.P+P	NA	Perm
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases	2		6	6		2	8		4	4		8
Actuated Green, G (s)	32.2	24.0	24.0	31.8	17.0	17.0	35.5	24.9	24.9	36.9	30.2	30.2
Effective Green, g (s)	32.2	24.0	24.0	31.8	17.0	17.0	35.5	24.9	24.9	36.9	30.2	30.2
Actuated g/C Ratio	0.32	0.24	0.24	0.32	0.17	0.17	0.36	0.25	0.25	0.37	0.30	0.30
Clearance Time (s)	8.9	7.3	7.3	9.3	7.3	7.3	8.8	7.3	7.3	7.4	7.3	7.3
Vehicle Extension (s)	4.0	5.0	5.0	4.0	5.0	5.0	4.0	5.0	5.0	4.0	5.0	5.0
Lane Grp Cap (vph)	418	802	365	409	590	251	386	848	349	378	964	443
v/s Ratio Prot	c0.08	0.01		0.01	0.03		0.01	c0.12		c0.05	c0.09	
v/s Ratio Perm	c0.09		0.01	c0.04		0.03	0.03		0.01	0.10		0.04
v/c Ratio	0.54	0.06	0.02	0.18	0.16	0.18	0.11	0.48	0.05	0.40	0.29	0.14
Uniform Delay, d1	27.0	29.3	29.0	24.4	35.4	35.5	21.4	32.0	28.6	22.1	26.7	25.5
Progression Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Incremental Delay, d2	1.7	0.1	0.1	0.3	0.3	0.7	0.2	1.9	0.3	1.0	0.8	0.7
Delay (s)	28.7	29.4	29.1	24.7	35.7	36.3	21.5	34.0	28.8	23.1	27.4	26.2
Level of Service	C	C	C	C	D	D	C	C	C	C	C	C
Approach Delay (s)		28.8			34.2			32.3			26.0	
Approach LOS		C			C			C			C	

Intersection Summary

HCM 2000 Control Delay	30.0	HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio	0.52		
Actuated Cycle Length (s)	100.0	Sum of lost time (s)	32.7
Intersection Capacity Utilization	59.0%	ICU Level of Service	B
Analysis Period (min)	15		
c Critical Lane Group			

## HCM 6th TWSC

Build

## 3: West Project Driveway &amp; Route 250 (Three Notch Road)

AM Peak Hour

## Intersection

Int Delay, s/veh 1.8

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑↑	↑	↑	↑↑	↑	↑
Traffic Vol, veh/h	231	40	43	287	37	45
Future Vol, veh/h	231	40	43	287	37	45
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	50	-	0	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	263	45	49	326	42	51

Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	0 308	0 524 132
Stage 1	-	-	- 263 -
Stage 2	-	-	- 261 -
Critical Hdwy	-	4.14	- 6.84 6.94
Critical Hdwy Stg 1	-	-	- 5.84 -
Critical Hdwy Stg 2	-	-	- 5.84 -
Follow-up Hdwy	-	2.22	- 3.52 3.32
Pot Cap-1 Maneuver	-	1249	- 483 893
Stage 1	-	-	- 757 -
Stage 2	-	-	- 759 -
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	1249	- 464 893
Mov Cap-2 Maneuver	-	-	- 551 -
Stage 1	-	-	- 757 -
Stage 2	-	-	- 729 -

Approach	EB	WB	NB
HCM Control Delay, s	0	1	10.6
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBT	EBR	WBL	WBT
Capacity (veh/h)	551	893	-	-	1249	-
HCM Lane V/C Ratio	0.076	0.057	-	-	0.039	-
HCM Control Delay (s)	12.1	9.3	-	-	8	-
HCM Lane LOS	B	A	-	-	A	-
HCM 95th %tile Q(veh)	0.2	0.2	-	-	0.1	-



## HCM 6th TWSC

Build

## 4: Route 15 (James Madison Highway) &amp; South Project Driveway

AM Peak Hour

## Intersection

Int Delay, s/veh 3.4

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	78	91	83	417	278	86
Future Vol, veh/h	78	91	83	417	278	86
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	89	103	94	474	316	98

Major/Minor	Minor2	Major1	Major2		
Conflicting Flow All	790	207	414	0	0
Stage 1	365	-	-	-	-
Stage 2	425	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-
Pot Cap-1 Maneuver	327	799	1141	-	-
Stage 1	673	-	-	-	-
Stage 2	627	-	-	-	-
Platoon blocked, %				-	-
Mov Cap-1 Maneuver	290	799	1141	-	-
Mov Cap-2 Maneuver	290	-	-	-	-
Stage 1	598	-	-	-	-
Stage 2	627	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	16	1.7	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	EBLn2	SBT	SBR
Capacity (veh/h)	1141	-	290	799	-	-
HCM Lane V/C Ratio	0.083	-	0.306	0.129	-	-
HCM Control Delay (s)	8.4	0.3	22.8	10.2	-	-
HCM Lane LOS	A	A	C	B	-	-
HCM 95th %tile Q(veh)	0.3	-	1.3	0.4	-	-

## MOVEMENT SUMMARY

 Site: 101 [AM Peak Hour (Site Folder: General)]

New Site  
Site Category: (None)  
Roundabout

Vehicle Movement Performance														
Mov ID	Turn	INPUT VOLUMES		DEMAND FLOWS		Deg. Satn v/c	Aver. Delay sec	Level of Service	95% BACK OF QUEUE		Prop. Que	Effective Stop Rate	Aver. No. Cycles	Aver. Speed mph
		[ Total veh/h ]	[ HV ] %	[ Total veh/h ]	[ HV ] %				[ Veh. veh ]	[ Dist ] ft				
South: Route 15 (James Madison Highway)														
3	L2	40	11.0	42	11.0	0.603	15.2	LOS B	5.4	141.0	0.71	0.83	1.11	32.5
8	T1	387	6.0	407	6.0	0.603	14.9	LOS B	5.4	141.0	0.71	0.83	1.11	32.7
18	R2	68	15.0	72	15.0	0.214	14.7	LOS B	0.8	22.6	0.60	0.60	0.60	31.6
Approach		495	7.6	521	7.6	0.603	14.9	LOS B	5.4	141.0	0.69	0.80	1.04	32.5
East: Route 250 (Three Notch Road)														
1	L2	68	15.0	72	15.0	0.260	9.5	LOS A	1.7	46.7	0.81	0.74	0.81	31.8
6	T1	89	4.0	94	4.0	0.260	8.6	LOS A	1.7	46.7	0.81	0.74	0.81	32.1
16	R2	254	9.0	267	9.0	0.181	0.0	LOS A	0.0	0.0	0.00	0.00	0.00	37.0
Approach		411	8.9	433	8.9	0.260	3.5	LOS A	1.7	46.7	0.31	0.28	0.31	34.8
North: Route 15 (James Madison Highway)														
7	L2	145	14.0	153	14.0	0.468	9.7	LOS A	3.4	95.1	0.62	0.45	0.62	31.7
4	T1	263	13.0	277	13.0	0.468	9.6	LOS A	3.4	95.1	0.62	0.45	0.62	31.8
14	R2	201	10.0	212	10.0	0.277	7.9	LOS A	1.7	44.8	0.55	0.40	0.55	32.3
Approach		609	12.2	641	12.2	0.468	9.1	LOS A	3.4	95.1	0.59	0.43	0.59	31.9
West: Route 250 (Three Notch Road)														
5	L2	213	19.0	224	19.0	0.354	10.6	LOS B	2.2	64.2	0.77	0.71	0.77	29.7
2	T1	45	8.0	47	8.0	0.164	9.6	LOS A	0.9	23.3	0.72	0.65	0.72	32.8
12	R2	33	6.0	35	6.0	0.164	9.4	LOS A	0.9	23.3	0.72	0.65	0.72	31.8
Approach		291	15.8	306	15.8	0.354	10.3	LOS B	2.2	64.2	0.76	0.70	0.76	30.4
All Vehicles		1806	10.8	1901	10.8	0.603	9.6	LOS A	5.4	141.0	0.58	0.54	0.68	32.4

Site Level of Service (LOS) Method: Delay & v/c (HCM 6). Site LOS Method is specified in the Parameter Settings dialog (Site tab).

Roundabout LOS Method: Same as Signalised Intersections.

Vehicle movement LOS values are based on average delay and v/c ratio (degree of saturation) per movement.

LOS F will result if v/c > 1 irrespective of movement delay value (does not apply for approaches and intersection).

Intersection and Approach LOS values are based on average delay for all movements (v/c not used as specified in HCM 6).

Roundabout Capacity Model: SIDRA Standard.

Delay Model: HCM Delay Formula (Geometric Delay is not included).

Queue Model: HCM Queue Formula.

Gap-Acceptance Capacity: SIDRA Standard (Akçelik M3D).

HV (%) values are calculated for All Movement Classes of All Heavy Vehicle Model Designation.

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Project: K:\RIC\_CIV\113358 - Renaud\003 - Route 15 and Route 250 - Fluvanna\Production\Traffic\Traffic Analysis\SIDRA\Roundabout\_WAWA.sip9

# **P.M. Build 2030**

## HCM 6th TWSC

Build

## 1: Route 250 (Three Notch Road) &amp; Zion Road

PM Peak Hour

## Intersection

Int Delay, s/veh 1.3

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations	↘	↑↑	↑	↗	↘	
Traffic Vol, veh/h	1	326	186	108	83	0
Future Vol, veh/h	1	326	186	108	83	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	25	-	-	0	0	-
Veh in Median Storage, #	-	0	0	-	1	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	0	8	7	3	5	0
Mvmt Flow	1	343	196	114	87	0

Major/Minor	Major1	Major2	Minor2		
Conflicting Flow All	310	0	0	370	196
Stage 1	-	-	-	196	-
Stage 2	-	-	-	174	-
Critical Hdwy	4.1	-	-	6.675	6.2
Critical Hdwy Stg 1	-	-	-	5.475	-
Critical Hdwy Stg 2	-	-	-	5.875	-
Follow-up Hdwy	2.2	-	-	3.5475	3.3
Pot Cap-1 Maneuver	1262	-	-	610	850
Stage 1	-	-	-	828	-
Stage 2	-	-	-	831	-
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	1262	-	-	609	850
Mov Cap-2 Maneuver	-	-	-	656	-
Stage 1	-	-	-	827	-
Stage 2	-	-	-	831	-

Approach	EB	WB	SB
HCM Control Delay, s	0	0	11.3
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1262	-	-	-	656
HCM Lane V/C Ratio	0.001	-	-	-	0.133
HCM Control Delay (s)	7.9	-	-	-	11.3
HCM Lane LOS	A	-	-	-	B
HCM 95th %tile Q(veh)	0	-	-	-	0.5

Timings

Build

2: Route 15 (James Madison Highway) & Route 250 (Three Notch Road)

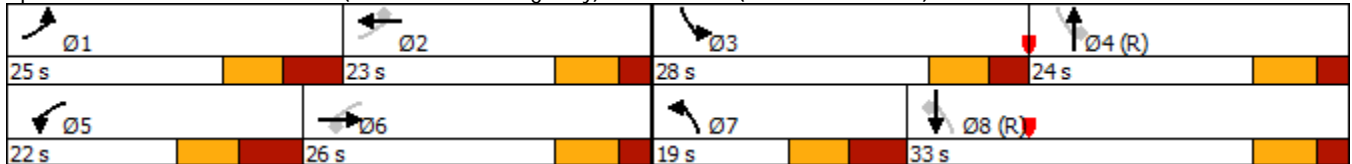
PM Peak Hour

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	265	122	44	80	66	190	36	379	55	294	453	220
Future Volume (vph)	265	122	44	80	66	190	36	379	55	294	453	220
Turn Type	D.P+P	NA	Perm	D.P+P	NA	Perm	D.P+P	NA	Perm	D.P+P	NA	Perm
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases	2		6	6		2	8		4	4		8
Detector Phase	1	6	6	5	2	2	7	4	4	3	8	8
Switch Phase												
Minimum Initial (s)	8.0	15.0	15.0	8.0	15.0	15.0	8.0	15.0	15.0	8.0	15.0	15.0
Minimum Split (s)	16.9	22.3	22.3	17.3	22.3	22.3	16.8	22.3	22.3	15.4	22.3	22.3
Total Split (s)	25.0	26.0	26.0	22.0	23.0	23.0	19.0	24.0	24.0	28.0	33.0	33.0
Total Split (%)	25.0%	26.0%	26.0%	22.0%	23.0%	23.0%	19.0%	24.0%	24.0%	28.0%	33.0%	33.0%
Yellow Time (s)	4.5	4.8	4.8	4.5	4.8	4.8	4.5	4.8	4.8	4.5	4.8	4.8
All-Red Time (s)	4.4	2.5	2.5	4.8	2.5	2.5	4.3	2.5	2.5	2.9	2.5	2.5
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	8.9	7.3	7.3	9.3	7.3	7.3	8.8	7.3	7.3	7.4	7.3	7.3
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	None	None	None	None	None	None	C-Min	C-Min	None	C-Min	C-Min

Intersection Summary

Cycle Length: 100  
 Actuated Cycle Length: 100  
 Offset: 19 (19%), Referenced to phase 4:NBSB and 8:NBSB, Start of Green  
 Natural Cycle: 80  
 Control Type: Actuated-Coordinated

Splits and Phases: 2: Route 15 (James Madison Highway) & Route 250 (Three Notch Road)















Queues

Build

2: Route 15 (James Madison Highway) & Route 250 (Three Notch Road)

PM Peak Hour

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Group Flow (vph)	279	128	46	84	69	200	38	399	58	309	477	232
v/c Ratio	0.63	0.18	0.08	0.23	0.14	0.40	0.11	0.57	0.10	0.68	0.39	0.32
Control Delay	30.9	33.9	0.3	22.7	37.8	2.3	17.4	40.7	0.4	27.0	27.5	4.7
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	30.9	33.9	0.3	22.7	37.8	2.3	17.4	40.7	0.4	27.0	27.5	4.7
Queue Length 50th (ft)	128	35	0	35	20	0	14	124	0	128	132	0
Queue Length 95th (ft)	200	64	0	68	41	0	33	180	0	198	187	50
Internal Link Dist (ft)		546			980			542			703	
Turn Bay Length (ft)	270		860	365		300	285		350	270		300
Base Capacity (vph)	457	732	571	399	506	515	366	694	559	501	1226	716
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.61	0.17	0.08	0.21	0.14	0.39	0.10	0.57	0.10	0.62	0.39	0.32

Intersection Summary

HCM Signalized Intersection Capacity Analysis

Build

2: Route 15 (James Madison Highway) & Route 250 (Three Notch Road)

PM Peak Hour

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	265	122	44	80	66	190	36	379	55	294	453	220
Future Volume (vph)	265	122	44	80	66	190	36	379	55	294	453	220
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	8.9	7.3	7.3	9.3	7.3	7.3	8.8	7.3	7.3	7.4	7.3	7.3
Lane Util. Factor	1.00	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00
Frt	1.00	1.00	0.85	1.00	1.00	0.85	1.00	1.00	0.85	1.00	1.00	0.85
Flt Protected	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00
Satd. Flow (prot)	1752	3139	1380	1543	3223	1538	1570	3343	1455	1671	3438	1568
Flt Permitted	0.71	1.00	1.00	0.67	1.00	1.00	0.42	1.00	1.00	0.42	1.00	1.00
Satd. Flow (perm)	1309	3139	1380	1089	3223	1538	687	3343	1455	745	3438	1568
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	279	128	46	84	69	200	38	399	58	309	477	232
RTOR Reduction (vph)	0	0	35	0	0	166	0	0	47	0	0	162
Lane Group Flow (vph)	279	128	11	84	69	34	38	399	11	309	477	70
Heavy Vehicles (%)	3%	15%	17%	17%	12%	5%	15%	8%	11%	8%	5%	3%
Turn Type	D.P+P	NA	Perm	D.P+P	NA	Perm	D.P+P	NA	Perm	D.P+P	NA	Perm
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases	2		6	6		2	8		4	4		8
Actuated Green, G (s)	32.2	23.2	23.2	31.8	16.9	16.9	35.5	18.9	18.9	36.9	30.2	30.2
Effective Green, g (s)	32.2	23.2	23.2	31.8	16.9	16.9	35.5	18.9	18.9	36.9	30.2	30.2
Actuated g/C Ratio	0.32	0.23	0.23	0.32	0.17	0.17	0.36	0.19	0.19	0.37	0.30	0.30
Clearance Time (s)	8.9	7.3	7.3	9.3	7.3	7.3	8.8	7.3	7.3	7.4	7.3	7.3
Vehicle Extension (s)	4.0	5.0	5.0	4.0	5.0	5.0	4.0	5.0	5.0	4.0	5.0	5.0
Lane Grp Cap (vph)	489	728	320	385	544	259	290	631	274	441	1038	473
v/s Ratio Prot	c0.09	0.04		0.02	0.02		0.01	0.12		c0.13	0.14	
v/s Ratio Perm	c0.10		0.01	c0.05		0.02	0.04		0.01	c0.13		0.04
v/c Ratio	0.57	0.18	0.03	0.22	0.13	0.13	0.13	0.63	0.04	0.70	0.46	0.15
Uniform Delay, d1	27.3	30.7	29.7	24.6	35.3	35.3	21.4	37.3	33.1	24.5	28.3	25.5
Progression Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Incremental Delay, d2	1.9	0.2	0.1	0.4	0.2	0.5	0.3	4.8	0.3	5.3	1.5	0.7
Delay (s)	29.3	31.0	29.8	25.0	35.5	35.8	21.7	42.1	33.4	29.8	29.8	26.2
Level of Service	C	C	C	C	D	D	C	D	C	C	C	C
Approach Delay (s)		29.8			33.2			39.5			29.0	
Approach LOS		C			C			D			C	

Intersection Summary

HCM 2000 Control Delay	32.0	HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio	0.67		
Actuated Cycle Length (s)	100.0	Sum of lost time (s)	32.7
Intersection Capacity Utilization	80.3%	ICU Level of Service	D
Analysis Period (min)	15		
c Critical Lane Group			

## HCM 6th TWSC

Build

## 3: West Project Driveway &amp; Route 250 (Three Notch Road)

PM Peak Hour

## Intersection

Int Delay, s/veh	1.3					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑↑	↑	↓	↑↑	↓	↑
Traffic Vol, veh/h	376	33	36	285	30	39
Future Vol, veh/h	376	33	36	285	30	39
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	50	-	0	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	427	38	41	324	34	44

Major/Minor	Major1	Major2	Minor1		
Conflicting Flow All	0	0	465	0	671
Stage 1	-	-	-	-	427
Stage 2	-	-	-	-	244
Critical Hdwy	-	-	4.14	-	6.84
Critical Hdwy Stg 1	-	-	-	-	5.84
Critical Hdwy Stg 2	-	-	-	-	5.84
Follow-up Hdwy	-	-	2.22	-	3.52
Pot Cap-1 Maneuver	-	-	1093	-	390
Stage 1	-	-	-	-	626
Stage 2	-	-	-	-	774
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1093	-	375
Mov Cap-2 Maneuver	-	-	-	-	479
Stage 1	-	-	-	-	626
Stage 2	-	-	-	-	745

Approach	EB	WB	NB
HCM Control Delay, s	0	0.9	11.2
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBT	EBR	WBL	WBT
Capacity (veh/h)	479	791	-	-	1093	-
HCM Lane V/C Ratio	0.071	0.056	-	-	0.037	-
HCM Control Delay (s)	13.1	9.8	-	-	8.4	-
HCM Lane LOS	B	A	-	-	A	-
HCM 95th %tile Q(veh)	0.2	0.2	-	-	0.1	-



## HCM 6th TWSC

Build

## 4: Route 15 (James Madison Highway) &amp; South Project Driveway

PM Peak Hour

## Intersection

Int Delay, s/veh 3.1

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	65	75	69	405	505	72
Future Vol, veh/h	65	75	69	405	505	72
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	74	85	78	460	574	82

Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	1001	328	656	0	-	0
Stage 1	615	-	-	-	-	-
Stage 2	386	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	239	668	927	-	-	-
Stage 1	502	-	-	-	-	-
Stage 2	656	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	212	668	927	-	-	-
Mov Cap-2 Maneuver	212	-	-	-	-	-
Stage 1	445	-	-	-	-	-
Stage 2	656	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	20.3	1.7	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	EBLn2	SBT	SBR
Capacity (veh/h)	927	-	212	668	-	-
HCM Lane V/C Ratio	0.085	-	0.348	0.128	-	-
HCM Control Delay (s)	9.2	0.4	30.8	11.2	-	-
HCM Lane LOS	A	A	D	B	-	-
HCM 95th %tile Q(veh)	0.3	-	1.5	0.4	-	-

# MOVEMENT SUMMARY

 Site: 101 [PM Peak Hour (Site Folder: General)]

New Site  
 Site Category: (None)  
 Roundabout

Vehicle Movement Performance														
Mov ID	Turn	INPUT VOLUMES		DEMAND FLOWS		Deg. Satn	Aver. Delay	Level of Service	95% BACK OF QUEUE		Prop. Que	Effective Stop Rate	Aver. No. Cycles	Aver. Speed
		[ Total veh/h ]	[ HV % ]	[ Total veh/h ]	[ HV % ]				[ Veh. veh ]	[ Dist ft ]				
South: Route 15 (James Madison Highway)														
3	L2	36	15.0	38	15.0	0.749	26.6	LOS C	7.9	212.4	0.84	1.08	1.71	28.0
8	T1	379	8.0	399	8.0	0.749	26.0	LOS C	7.9	212.4	0.84	1.08	1.71	28.2
18	R2	55	11.0	58	11.0	0.218	18.4	LOS B	0.8	22.2	0.71	0.71	0.71	30.1
Approach		470	8.9	495	8.9	0.749	25.1	LOS C	7.9	212.4	0.83	1.03	1.59	28.4
East: Route 250 (Three Notch Road)														
1	L2	80	17.0	84	17.0	0.275	10.4	LOS B	1.8	50.3	0.83	0.78	0.83	30.9
6	T1	66	12.0	69	12.0	0.275	10.0	LOS B	1.8	50.3	0.83	0.78	0.83	31.1
16	R2	190	5.0	200	5.0	0.130	0.0	LOS A	0.0	0.0	0.00	0.00	0.00	37.1
Approach		336	9.2	354	9.2	0.275	4.5	LOS A	1.8	50.3	0.36	0.34	0.36	34.1
North: Route 15 (James Madison Highway)														
7	L2	294	8.0	309	8.0	0.788	19.6	LOS B	17.6	461.9	0.87	0.91	1.35	28.0
4	T1	453	5.0	477	5.0	0.788	19.5	LOS B	17.6	461.9	0.87	0.91	1.35	28.0
14	R2	220	3.0	232	3.0	0.344	9.8	LOS A	2.1	54.1	0.59	0.45	0.59	31.6
Approach		967	5.5	1018	5.5	0.788	17.3	LOS B	17.6	461.9	0.80	0.80	1.18	28.7
West: Route 250 (Three Notch Road)														
5	L2	265	3.0	279	3.0	0.584	20.5	LOS C	6.1	155.0	1.00	1.15	1.40	26.7
2	T1	122	15.0	128	15.0	0.557	27.7	LOS C	4.7	131.1	0.98	1.13	1.40	25.8
12	R2	44	17.0	46	17.0	0.557	28.1	LOS C	4.7	131.1	0.98	1.13	1.40	25.1
Approach		431	7.8	454	7.8	0.584	23.3	LOS C	6.1	155.0	0.99	1.14	1.40	26.3
All Vehicles		2204	7.2	2320	7.2	0.788	18.2	LOS B	17.6	461.9	0.78	0.85	1.18	28.8

Site Level of Service (LOS) Method: Delay & v/c (HCM 6). Site LOS Method is specified in the Parameter Settings dialog (Site tab).

Roundabout LOS Method: Same as Signalised Intersections.

Vehicle movement LOS values are based on average delay and v/c ratio (degree of saturation) per movement.

LOS F will result if v/c > 1 irrespective of movement delay value (does not apply for approaches and intersection).

Intersection and Approach LOS values are based on average delay for all movements (v/c not used as specified in HCM 6).

Roundabout Capacity Model: SIDRA Standard.

Delay Model: HCM Delay Formula (Geometric Delay is not included).

Queue Model: HCM Queue Formula.

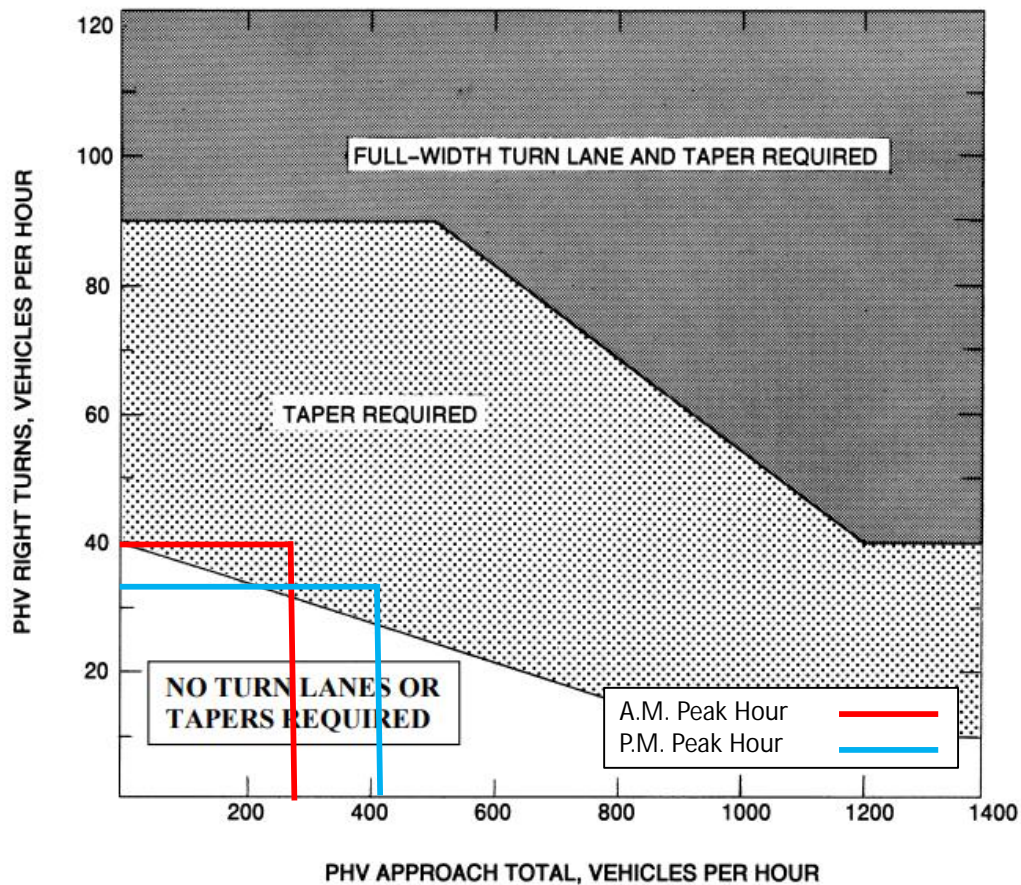
Gap-Acceptance Capacity: SIDRA Standard (Akçelik M3D).

HV (%) values are calculated for All Movement Classes of All Heavy Vehicle Model Designation.

# **APPENDIX F**

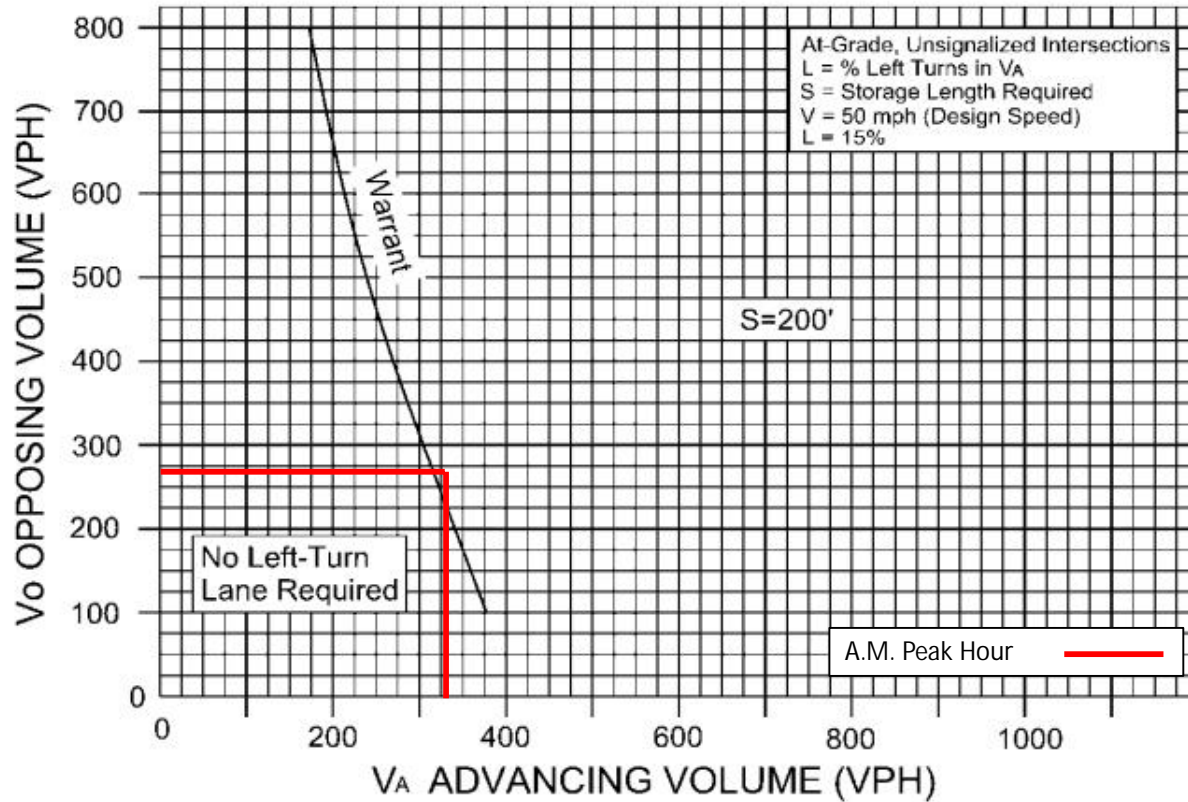
## **Turn Lane Warrant Analysis**

### Route 250 (Three Notch Road) and West Project Driveway



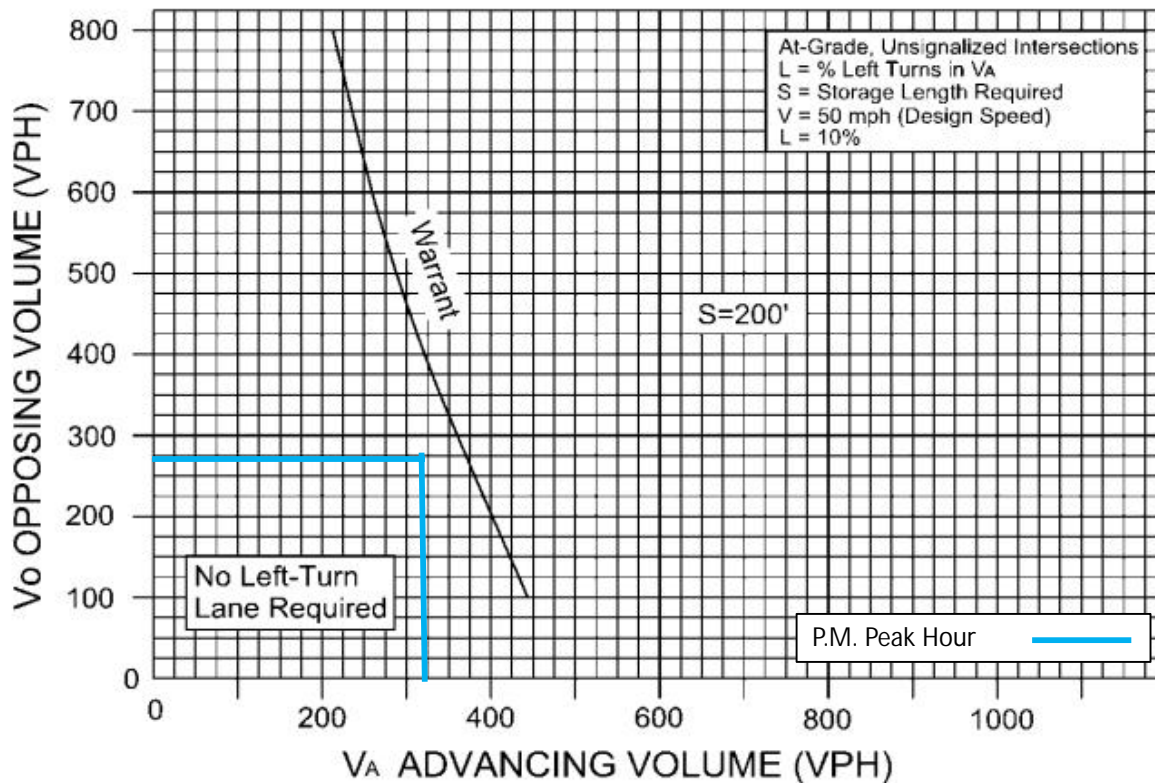
**FIGURE 3-27 WARRANTS FOR RIGHT TURN TREATMENT (4-LANE HIGHWAY)**

Route 15 (James Madison Highway) and West Project Driveway



**FIGURE 3-12 WARRANT FOR LEFT TURN STORAGE LANES ON TWO LANE HIGHWAY**

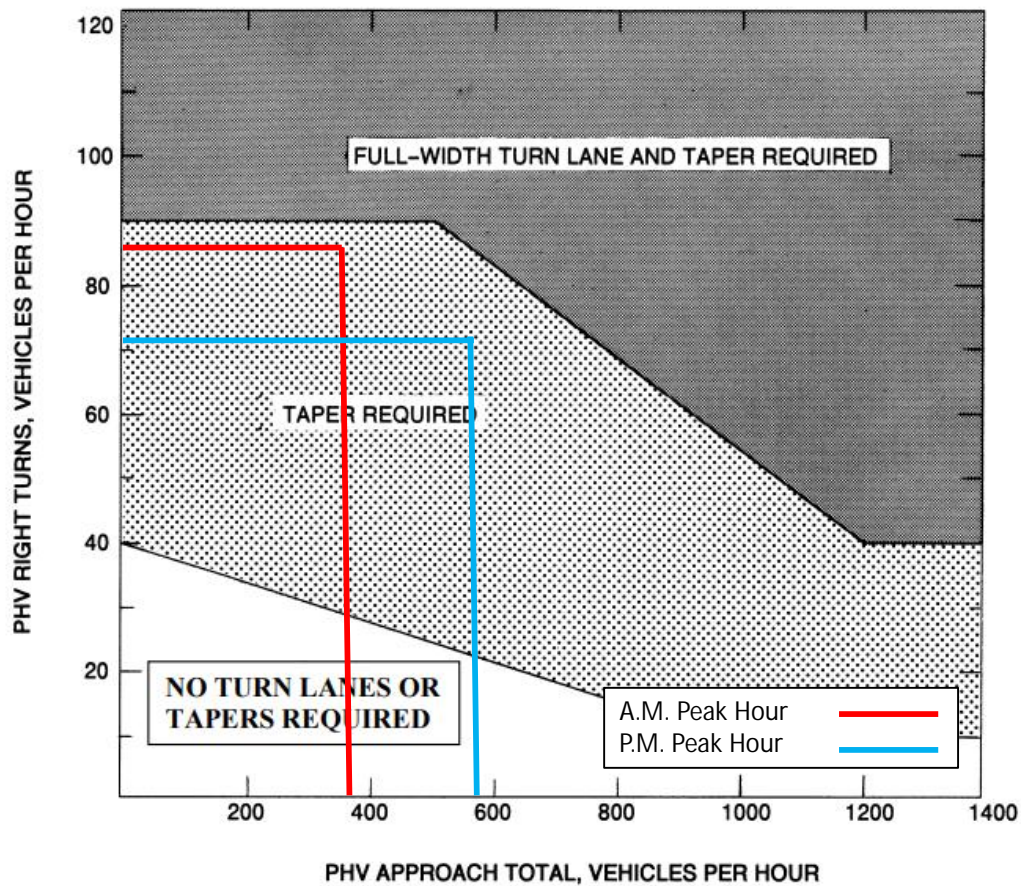
Route 15 (James Madison Highway) and West Project Driveway



**FIGURE 3-11 WARRANT FOR LEFT TURN STORAGE LANES ON TWO LANE HIGHWAY**

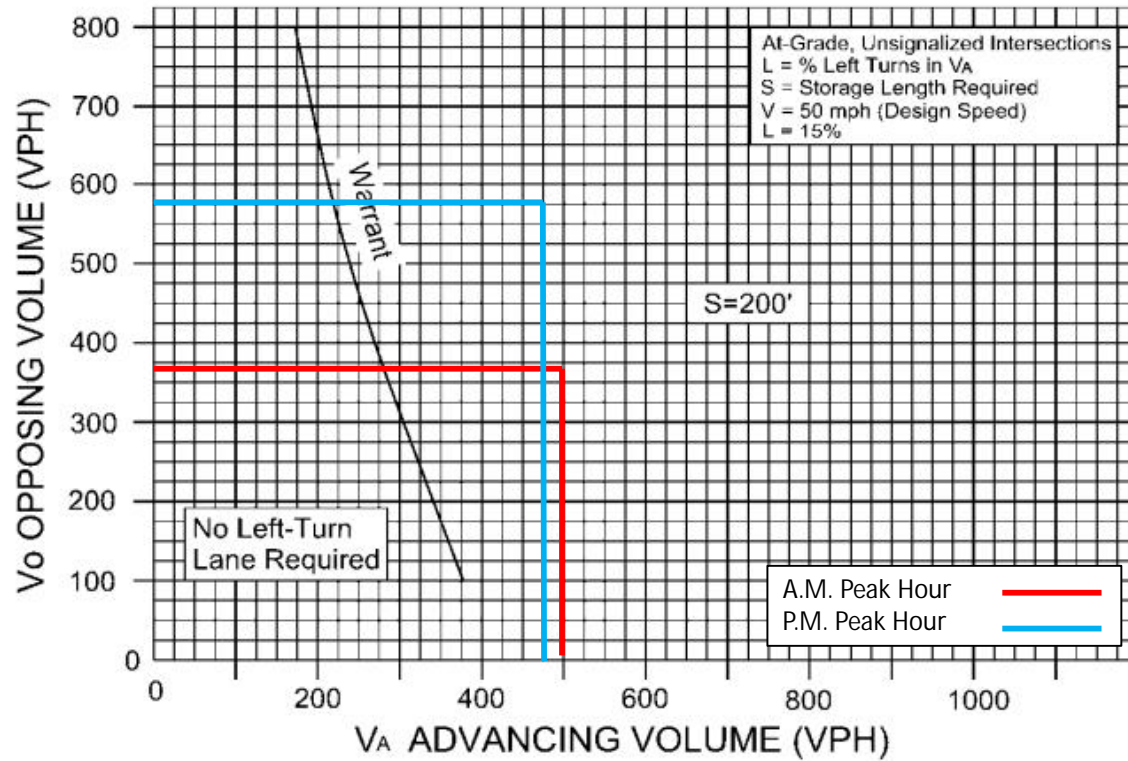


### Route 15 (James Madison Highway) and South Project Driveway



**FIGURE 3-27 WARRANTS FOR RIGHT TURN TREATMENT (4-LANE HIGHWAY)**

Route 15 (James Madison Highway) and South Project Driveway



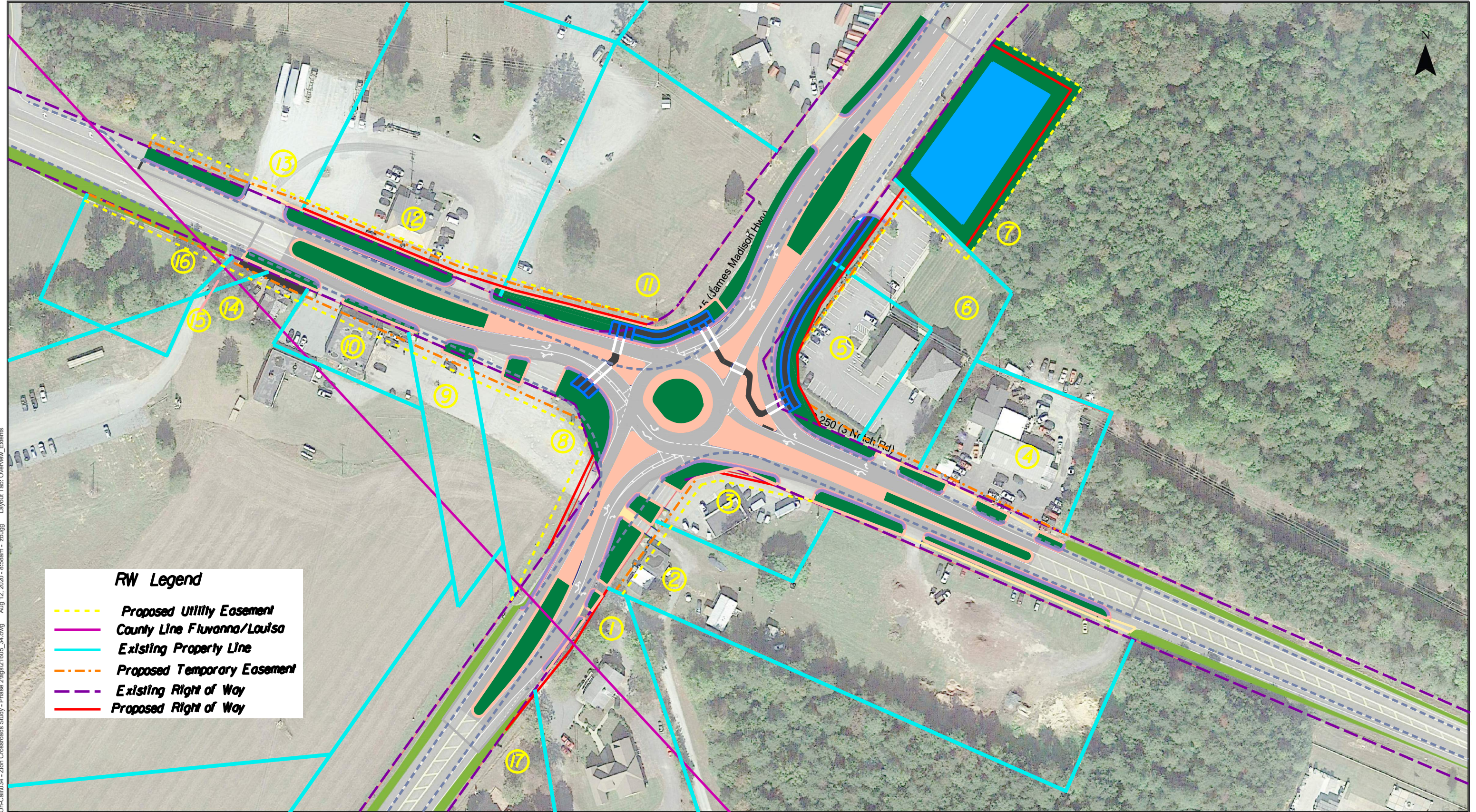
**FIGURE 3-12 WARRANT FOR LEFT TURN STORAGE LANES ON TWO LANE HIGHWAY**



# **APPENDIX G**

## **Conceptual Roundabout Sketch**





**RW Legend**

- - - Proposed Utility Easement
- County Line Fluvanna/Louisa
- Existing Property Line
- - - Proposed Temporary Easement
- - - Existing Right of Way
- Proposed Right of Way



— EXISTING PARCEL BOUNDARY  
 — ESTIMATED NEW RIGHT-OF-WAY

U.S. Route 15 / U.S. Route 250 Roundabout Concept Design  
 Zions Crossroads, Virginia

Figure  
 2

H:\2121605 - VDOT TMAPD On-Call\034 - Zion Crossroads Study - Phase 2\figs\21605\_34.dwg Aug 12, 2020 - 8:58am - zbugg Layout Tab: Overview\_Extents





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

TAB D

<b>MEETING DATE:</b>	June 21, 2023				
<b>AGENDA TITLE:</b>	Sheriff's Office Recruitment, Retention, and Salary Increase				
<b>MOTION(s):</b>	N/A				
<b>BOS 2 YEAR GOALS?</b>	Yes	No	<b>If yes, which goal(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
<b>STAFF CONTACT(S):</b>	Eric Hess, Sheriff				
<b>PRESENTER(S):</b>	Eric Hess, Sheriff				
<b>RECOMMENDATION:</b>	Information only.				
<b>TIMING:</b>	Routine				
<b>DISCUSSION:</b>	The Sheriff's Office will discuss recruitment, retention and a proposal to increase minimum salaries for deputies, along with some other proposed changes.				
<b>FISCAL IMPACT:</b>	N/A				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	None.				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
				X	X





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

**TAB E**

<b>MEETING DATE:</b>	June 21, 2023				
<b>AGENDA TITLE:</b>	Open Meeting Requirements under the Virginia Freedom of Information Act				
<b>MOTION(s):</b>	N/A				
<b>BOS 2 YEAR GOALS?</b>	Yes	No	<b>If yes, which goal(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			X		
<b>STAFF CONTACT(S):</b>	Dan Whitten, County Attorney				
<b>PRESENTER(S):</b>	Dan Whitten, County Attorney				
<b>RECOMMENDATION:</b>	N/A				
<b>TIMING:</b>	N/A				
<b>DISCUSSION:</b>	The Virginia Supreme Court recently decided a case regarding open meeting requirements for a public body under the Virginia Freedom of Information Act. Under the facts of the case, since three or more board members attended a gathering and discussed public business, the board should have sent out proper notice for such meeting. The County Attorney will discuss recommendations for the Board of Supervisors when board members attend gatherings.				
<b>FISCAL IMPACT:</b>	N/A				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	Power Point Presentation				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
	X				



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

**TAB F**

<b>MEETING DATE:</b>	June 21, 2023				
<b>AGENDA TITLE:</b>	Zion Crossroads Water and Sewer Project Costs Update				
<b>MOTION(s):</b>	N/A				
<b>BOS 2 YEAR GOALS?</b>	Yes	No	<b>If yes, which goal(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
<b>STAFF CONTACT(S):</b>	Eric Dahl, County Administrator				
<b>PRESENTER(S):</b>	Eric Dahl, County Administrator				
<b>RECOMMENDATION:</b>	Information only.				
<b>TIMING:</b>	Routine				
<b>DISCUSSION:</b>	<p>Staff will provide the board with an update on the original Phase 1 Zion Crossroads water and sewer system and west waterline extension for:</p> <ul style="list-style-type: none"> <li>• Total funding for each project component</li> <li>• Costs to date for each project component</li> <li>• Estimated future costs for each project component</li> </ul>				
<b>FISCAL IMPACT:</b>	N/A				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	None.				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
		X			



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

TAB G

<b>MEETING DATE:</b>	June 21, 2023				
<b>AGENDA TITLE:</b>	Adoption of the Fluvanna County Board of Supervisors June 7, 2023 Meeting Minutes.				
<b>MOTION(s):</b>	<b>I move the meeting minutes of the Fluvanna County Board of Supervisors Regular Meeting on Wednesday June 7, 2023, be adopted.</b>				
<b>BOS 2 YEAR GOALS?</b>	Yes	No	<b>If yes, list goals(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				<b>XX</b>	
<b>STAFF CONTACT(S):</b>	Caitlin Solis, Clerk to the Board				
<b>PRESENTER(S):</b>	Eric Dahl, County Administrator				
<b>RECOMMENDATION:</b>	Approve				
<b>TIMING:</b>	Routine				
<b>DISCUSSION:</b>	None.				
<b>FISCAL IMPACT:</b>	N/A				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	Draft Minutes for June 7, 2023.				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
					<b>X</b>





**FLUVANNA COUNTY BOARD OF SUPERVISORS  
REGULAR MEETING MINUTES  
Fluvanna County Library  
214 Commons Blvd, Palmyra, Virginia 22963  
June 7, 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 5:22pm*)  
 Tony O’Brien, Rivanna District (*entered the meeting at 5:08pm and attended remotely via Zoom from 30 Chatham Lane*)  
 Chris Fairchild, Cunningham District

**ABSENT:**

None.

**ALSO PRESENT:**

Eric M. Dahl, County Administrator  
 Kelly Harris, Assistant County Administrator  
 Dan Whitten, County Attorney  
 Fred Payne, Special Deputy County Attorney  
 Caitlin Solis, Clerk for the Board of Supervisors

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

At 5:04pm, Chair Booker called to order the Regular Meeting of June 7, 2023. After the recitation of the Pledge of Allegiance, a moment of silence was observed.

- *Mr. Dahl mentioned Mr. Obrien requested in advance of the June 7, 2023 meeting to be excused from attending in person due to illness. Mr. O’Brien sent the request to the Chair, staff and the county attorney, and was told he could attend virtually.*

<b>MOTION:</b>	Approve the remote participation of Tony O’Brien in accordance with the terms of the Policy for Remote Participation.				
<b>MEMBER:</b>	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O’Brien	Mr. Sheridan
<b>ACTION:</b>		Motion	Second		
<b>VOTE:</b>	Yes	Yes	Yes	Absent	Absent
<b>RESULT:</b>	<b>3-0</b>				

**3 - ADOPTION OF AGENDA**

<b>MOTION:</b>	Accept the Agenda, for the June 7, 2023 Regular Meeting of the Board of Supervisors, as presented.				
<b>MEMBER:</b>	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O’Brien	Mr. Sheridan
<b>ACTION:</b>		Second	Motion		
<b>VOTE:</b>	Yes	Yes	Yes	Absent	Absent
<b>RESULT:</b>	<b>3-0</b>				

**4 - COUNTY ADMINISTRATOR’S REPORT**

Mr. Dahl reported on the following topics:

Announcements and Updates

- Happy birthday to Mr. Fairchild

New Employees

- Brendan Krett, Parks and Recreation, Athletics and Special Events Coordinator, Started May 30<sup>th</sup>
- Daniel Whitten, County Attorney, Started June 5th

Announcements and Updates

- On May 24th, Governor Youngkin commemorated Foster Care Awareness Month by signing two foster care bills. Fluvanna foster/adoptive parents, Donnie and Dee Ward, who have provided a safe, stable and nurturing home for many children through Fluvanna Social Services, were invited and attended the ceremony.

**Next BOS Meetings**

Day	Date	Time	Purpose	Location
Wed	Jun 21	7:00 PM	Regular Meeting	Library
Wed	Jul 5	5:00 PM & 7:00 PM	Regular Meeting	Library

<b>Wed</b>	<b>Aug 2</b>	<b>5:00 PM</b>	<b>Regular Meeting</b>	<b>Performing Arts Center</b>
------------	--------------	----------------	------------------------	-------------------------------

- Mr. Fairchild mentioned the Lake Monticello Kids Fishing Day, for ages 3-12 on June 17, 2023 at Tufton Pond.

**5 - PUBLIC COMMENTS #1**

At 5:10pm, Chair Booker opened the first round of Public Comments.

- James Shoenster, 843 Jefferson Dr, spoke in support of funding JAUNT services.
- Iscella Wittich, 17 Barefoot Ln, spoke in support of funding JAUNT services.
- Peggy Shanklin, 865 Jefferson Dr, spoke in support of funding JAUNT services.
- Bryan Moeller, 133 Oak Hill Ln, spoke in support of funding JAUNT services.

With no one else wishing to speak, Chair Booker closed the first round of Public Comments at 5:22pm.

**6 - PUBLIC HEARING**

None.

**7 - ACTION MATTERS**

*Special Deputy County Attorney Temporary Hire* – Eric Dahl, County Administrator

- Frederick W. Payne is retiring from the private practice of law and will not be a partner in the law firm of Payne & Hodous, L.L.P. from and after May 1, 2023.
- He has agreed to assist the County and be hired as a temporary County Attorney employee from May 1, 2023 to June 4, 2023 and as a Special Deputy County Attorney from June 5, 2023 to June 30, 2023 at a rate of \$3,000.00 per month.
- This position reclassification is needed, due to the County hiring a new County Attorney effective June 5, 2023.
- Mr. Payne will continue to provide legal counsel in an oversight capacity, attend Board of Supervisors and Planning Commission meetings, assist the new County Attorney during the transition, take part in some pre and post meeting preparation and advise the Deputy and Assistant County Attorney’s with Payne & Hodous, L.L.P., d/b/a DeLoria & Hofmann LLP.

<b>MOTION:</b>	Ratify the appointment of Frederick W. Payne, a temporary employee for Fluvanna County, reclassifying the appointment from County Attorney to Special Deputy County Attorney, representing the County during the Board of Supervisors and Planning Commission meetings and other meeting preparation as required, effective June 5, 2023 through June 30, 2023.				
<b>MEMBER:</b>	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O’Brien	Mr. Sheridan
<b>ACTION:</b>			Second		Motion
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Yes
<b>RESULT:</b>	<b>5-0</b>				

*County Attorney Employment Agreement* – Eric Dahl, County Administrator

- Employment Agreement for the new County Attorney Daniel N. Whitten, effective June 5, 2023, following the retirement of County Attorney Frederick W. Payne.
- Mr. Payne will stay on with the County until June 30, 2023 as Special Deputy County Attorney to aid in the transition.
- The newly formed in-house County Attorney department was budgeted for in FY24. Some additional funding may be required for FY23 and that would be brought back to the board by the July meeting.

<b>MOTION:</b>	Ratify the Employment Agreement for Daniel N. Whitten for appointment as Fluvanna County Attorney, effective June 5, 2023.				
<b>MEMBER:</b>	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O’Brien	Mr. Sheridan
<b>ACTION:</b>		Second	Motion		
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Yes
<b>RESULT:</b>	<b>5-0</b>				

*FY23 CSA Purchase of Services Supplemental Budget Appropriation* – Bryan Moeller, CSA Program Manager

- There was no longer a need for the Board of Supervisors to approve a supplemental appropriation for the FY23 CSA Purchase of Services Budget.
- Mr. Moeller presented the CSA Semi-Annual Report to the Board of Supervisors to the Board.

*Jaunt FY24 Funding* – Eric Dahl, County Administrator

- Jaunt notified the County that since their minimum funding request of \$87,070 was not approved in FY24 (\$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. The board could also determine different Jaunt services to cut. If they do so, they would need to inform the community in the upcoming weeks of the change.

- 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.
- 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.

<b>MOTION:</b>	Approve a supplemental appropriation to the FY24 Jaunt Budget of: A. \$10,950 – The County maintains the current level of service. With funding to come from Unassigned Fund Balance.				
<b>MEMBER:</b>	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O’Brien	Mr. Sheridan
<b>ACTION:</b>		Second			Motion
<b>VOTE:</b>	No	Yes	Yes	No	Yes
<b>RESULT:</b>	<b>3-2</b>				

- Mr. O’Brien moved to amend Mr. Sheridan’s motion

<b>MOTION:</b>	Approved supplemental appropriation to the FY24 Jaunt Budget of: B. \$22,760 – The County maintains the current level of service, plus expands: b. the Fluvanna Workday Link from a 3 day a week service to a 5 day a week service. With funding to come from Unassigned Fund Balance.				
<b>MEMBER:</b>	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O’Brien	Mr. Sheridan
<b>ACTION:</b>				Motion	
<b>VOTE:</b>					
<b>RESULT:</b>	<b>Motion Failed for Lack of a Second</b>				

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

- 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.
- 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.
  1. What other County’s or those near Fluvanna have entered into an agreement to do this enforcement?
    - 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?
    - a. Fluvanna would be responsible for the sign removal.
  3. Does VDOT or Fluvanna levy the Civil Penalty?
    - a. Fluvanna would levy the Civil Penalty.
  4. What portion of the levied Civil Penalty remains with Fluvanna County vs VDOT?
    - a. Fluvanna would retain 100% of the Civil Penalty
  5. Can Fluvanna County get a map of VDOT roads in the County showing all of the Right Of Way (ROW) widths?
    - 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.

**Other Localities Method**

- Chesterfield County enforces the removal of temporary illegal signs as an ongoing countywide beautification effort. They do not collect the \$100 levy.
- Warren County enforces the removal of temporary illegal signs. They do not collect the \$100 levy.
- Caroline County enforces the removal of temporary illegal signs. They do not impose any civil fees for the pick-up of signs in the VDOT right-a-way and they remove the signs roughly once a month. They will call to let them know that the sign was picked up and that offsite signage is not allowed in the county. They do still have an issue with signs popping up throughout the county, but it has slowed down some since they started about two years ago.
- Spotsylvania County enforces the removal of temporary illegal signs. Their policy adopted in 2020 does not specify if they collect the \$100 levy.

<b>MOTION:</b>	Adopt "A Resolution For Enforcement Of Laws Regarding Illegal Signs And Advertising Within The Limits Of The Highway."				
<b>MEMBER:</b>	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O'Brien	Mr. Sheridan
<b>ACTION:</b>			Motion		
<b>VOTE:</b>					
<b>RESULT:</b>	<b>Motion Failed for Lack of a Second</b>				

**7A – BOARDS AND COMMISSIONS**

<b>MOTION:</b>	Move the Board of Supervisors approve the following Board, Commission, or Committee appointment(s)/reappointments(s):				
<b>BOARD/COMMISSION/COMMITTEE</b>	<b>APPOINTEES</b>		<b>APPT/ REAPPT</b>	<b>BEGINS TERM</b>	<b>ENDS TERM</b>
Economic Development Authority (EDA) – At-Large	Jeffery Potter (I)		Reappt	7/1/2023	6/30/2027
Economic Development Authority (EDA) – At-Large	Valerie Palamountain (I)		Reappt	7/1/2023	6/30/2027
Economic Development Authority (EDA) – At-Large	Raghvendra Singh		Appt	7/1/2023	6/30/2027
<b>MEMBER:</b>	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O'Brien	Mr. Sheridan
<b>ACTION:</b>			Motion	Second	
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Yes
<b>RESULT:</b>	<b>5-0</b>				

Library Board of Trustees – At-Large	Felicity Gasparoli Gooch (I)	Reappt	7/1/2023	6/30/2027	
<b>MEMBER:</b>	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O'Brien	Mr. Sheridan
<b>ACTION:</b>		Second		Motion	
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Yes
<b>RESULT:</b>	<b>5-0</b>				

**8 – PRESENTATIONS**

*VDOT Quarterly Report* – Scott Thornton, VDOT Residency Administrator

Mr. Thornton gave an update on VDOT projects in the county including, pavement patching and repairs, mowing schedule, traffic studies. The Board pointed out various road issues to be corrected.

**9 - CONSENT AGENDA**

The following items were discussed before approval:

- I - Accounts Payable Report for April 2023 – Tori Melton, Director of Finance
- O - FY23 – 14567 James Madison Hwy Insurance Claim – Tori Melton, Director of Finance
- C - CRMF - Central Elementary Sewer Pipe Replacement – Don Stribling, FCPS Executive Director

The following items were approved under the Consent Agenda for June 7, 2023:

- Minutes of May 17, 2023 – Caitlin Solis, Clerk to the Board
- Accounts Payable Report for April 2023 – Tori Melton, Director of Finance
- FY23 Circuit Court Technology Trust Fund Supplemental Appropriation – Tristana P. Treadway, Clerk of the Circuit Court
- FY23 Facilities Department Insurance Claim – 2015 Chevrolet Silverado 2500 VIN# 1223 – Tori Melton, Director of Finance
- FY23 Facilities Department Insurance Claim – 2016 Ford Transit VIN# 1585 – Tori Melton, Director of Finance
- FY23 – 5725 James Madison Hwy Insurance Claim – Tori Melton, Director of Finance
- FY23 – 11206 West River Rd Insurance Claim – Tori Melton, Director of Finance
- FY23 – 14567 James Madison Hwy Insurance Claim – Tori Melton, Director of Finance
- FY23 Sheriff Department Insurance Claim – 2019 Dodge Charger VIN# 2557 – Tori Melton, Director of Finance
- FY23 Sheriff Department Insurance Claim – 2020 Dodge Charger VIN# 0854 – Tori Melton, Director of Finance
- FY23 Treasurer’s Office Supplemental Appropriation – Tori Melton, Director of Finance
- 2023 Ambulance Purchase Agreement – Tori Melton, Director of Finance
- R. K. Chevrolet Vehicle Purchase Agreement – Tori Melton, Finance Director
- Stretcher Contract – Tori Melton, Finance Director
- Vision Government Solutions Contract – Eric Dahl, County Administrator
- Park Maintenance Worker Full-Time Job Description – Donna Snow, Director of Human Resources



- Small Business Development and Tourism Specialist Position Description – Donna Snow, Director of Human Resources
- Assistant County Administrator Position Description Upgrade – Donna Snow, Director of Human Resources
- Approval of FY24 CSA Provider Agreement – Bryan Moeller, CSA Program Manager
- CRMF - Central Elementary Sewer Pipe Replacement – Don Stribling, FCPS Executive Director
- CRMF - FMS HVAC Repair – Don Stribling, FCPS Executive Director

<b>MOTION:</b>	Approve the consent agenda, for the June 7, 2023 Board of Supervisors meeting, and to ratify Accounts Payable and Payroll for April 2023 in the amount of \$2,575,419.40.				
<b>MEMBER:</b>	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O'Brien	Mr. Sheridan
<b>ACTION:</b>			Second		Motion
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Yes
<b>RESULT:</b>	<b>5-0</b>				

#### **10 - UNFINISHED BUSINESS**

##### *New Constitutional Officer Pay Policy*

- Mr. Sheridan asked to add the new Constitutional Officer Pay Policy to a future agenda.

#### **11 - NEW BUSINESS**

None.

#### **12 - PUBLIC COMMENTS #2**

At 7:30pm, 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 7:30pm.

#### **13 - CLOSED MEETING**

<b>MOTION:</b>	At 7:31pm, move the Fluvanna County Board of Supervisors enter into a closed meeting, pursuant to the provisions of Section 2.2-3711 A.1, A.5, & A.8 of the Code of Virginia, 1950, as amended, for the purpose of discussing Personnel – Emergency Services department organizational change, Prospective Industry – Prospective business update, and Legal Matters – Contract users credit under the water and sewer ordinance, and Temporary signs on county property.				
<b>MEMBER:</b>	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O'Brien	Mr. Sheridan
<b>ACTION:</b>		Second			Motion
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Yes
<b>RESULT:</b>	<b>5-0</b>				

<b>MOTION:</b>	At 9:19pm, move the Fluvanna County Board of Supervisors recess the closed meeting.				
<b>MEMBER:</b>	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O'Brien	Mr. Sheridan
<b>ACTION:</b>		Second			Motion
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Yes
<b>RESULT:</b>	<b>5-0</b>				

#### **MOTION TO EXTEND**

- *At 9:21pm, a motion was made to extend the Board of Supervisors meeting.*

<b>MOTION:</b>	Approve a motion to extend the June 7, 2023 Regular Board of Supervisors meeting to 9:25pm.				
<b>MEMBER:</b>	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O'Brien	Mr. Sheridan
<b>ACTION:</b>			Second		Motion
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Yes
<b>RESULT:</b>	<b>5-0</b>				

#### **14 - ADJOURN**

<b>MOTION:</b>	Adjourn the regular meeting of Wednesday, June 7, 2023 at 9:21pm.				
<b>MEMBER:</b>	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O'Brien	Mr. Sheridan
<b>ACTION:</b>		Second			Motion
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Yes
<b>RESULT:</b>	<b>5-0</b>				

ATTEST:

FLUVANNA COUNTY BOARD OF SUPERVISORS

---

Caitlin Solis  
Clerk to the Board

---

Mozell H. Booker  
Chair

DRAFT

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

TAB H

<b>MEETING DATE:</b>	June 21, 2023				
<b>AGENDA TITLE:</b>	Resolution Recognizing Trey Robert Daniel Houseknecht – Eagle Scout				
<b>MOTION(s):</b>	<b>I move the Fluvanna County Board of Supervisors adopt the resolution entitled “Recognizing Trey Robert Daniel Houseknecht for Award of Eagle Scout Status.”</b>				
<b>BOS 2 YEAR GOAL?</b>	Yes	No	<b>If yes, list goal(s):</b>		
		XX			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
					XX
<b>STAFF CONTACT(S):</b>	Caitlin Solis, Clerk to the Board of Supervisors				
<b>PRESENTER(S):</b>	Eric Dahl, County Administrator				
<b>RECOMMENDATION:</b>	Approve				
<b>TIMING:</b>	Routine				
<b>DISCUSSION:</b>	Trey has completed all requirements and has been examined by an Eagle Scout Board of Review and deemed worthy of the Eagle Scout Award.				
<b>FISCAL IMPACT:</b>	N/A				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	Resolution Recognizing Trey Robert Daniel Houseknecht for Award of Eagle Scout Status				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
					X





**BOARD OF SUPERVISORS**  
County of Fluvanna  
Palmyra, Virginia  
**RESOLUTION No. 17-2023**

**A RESOLUTION RECOGNIZING  
TREY ROBERT DANIEL HOUSEKNECHT  
AWARD OF EAGLE SCOUT STATUS**

*The Fluvanna County Board of Supervisors adopted the following resolution on Wednesday, June 21, 2023:*

**WHEREAS**, the Boy Scouts of America was incorporated by Mr. William D. Boyce on February 8, 1910; and

**WHEREAS**, the Boy Scouts of America was founded to promote citizenship, training, personal development and fitness of individuals; and

**WHEREAS**, Trey Robert Daniel Houseknecht has completed all the requirements for becoming an Eagle Scout; and

**WHEREAS**, Trey has been examined by an Eagle Scout Board of Review and deemed worthy of the Eagle Scout award; and

**WHEREAS**, Boy Scout Troop 154 convened an Eagle Scout Court of Honor on June 17, 2023 at 2:00 p.m. at Effort Baptist Church, Palmyra, Virginia; and

**WHEREAS**, the Fluvanna County Board of Supervisors fully supports the programs of the Boy Scouts of America and recognizes the important services they provide to the youth of our Country.

**NOW, THEREFORE BE IT RESOLVED** that the Fluvanna County Board of Supervisors joins Trey’s family and friends in congratulating him on his achievements, the award of Eagle Scout status and acknowledges the good fortune of the County to have such an outstanding young man as one of its citizens.

***THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED*** by the Fluvanna County Board of Supervisors at a regular meeting of the Board held on the 21st day of June 2023, by the following vote:

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

Attest:

\_\_\_\_\_  
Mozell H. Booker, Chair  
Fluvanna County Board of Supervisors







# COUNTY OF FLUVANNA

*"Responsive & Responsible Government"*

BOS2023-06-21 p.153/302  
P.O. Box 540  
Palmyra, VA 22963  
(434) 591-1910  
Fax (434) 591-1911  
www.fluvannacounty.org

## MEMORANDUM

TAB I

**Date:** June 13, 2023  
**From:** Finance Department  
**To:** Board of Supervisors  
**Subject:** Accounts Payable Report for May 2023

1. Staff recommends that the Board of Supervisors ratify the expenditures in the attached report and summarized below.

CATEGORY	AMOUNT
General	\$576,293.24
Capital Improvements	\$103,784.60
Debt Service	\$0.00
Sewer	\$2,478.99
Fork Union Sanitary District	\$15,836.51
Zion Crossroads Water & Sewer	\$20,118.50
<b>TOTAL AP EXPENDITURES</b>	<b>\$718,511.84</b>
Payroll	\$1,113,161.88
<b>TOTAL</b>	<b>\$1,831,673.72</b>

### MOTION

I move the Accounts Payable and Payroll be ratified for May 2023 in the amount of \$1,831,673.72.

Encl:  
AP Report



	A	B	C	D	F	G	H	J
1	<b>County of Fluvanna</b>			<b>From Date: 5/1/2023</b>				
2	<b>Accounts Payable List</b>			<b>To Date: 5/31/2023</b>				
4	<b>Vendor Name</b>	<b>Charge To</b>	<b>Description</b>	<b>Invoice Number</b>	<b>Invoice Date</b>	<b>Check Date</b>	<b>Check Amount</b>	
5	<b>Fund # - 100 GENERAL FUND</b>							
6	<b>GENERAL FUND</b>							
7	MINNESOTA LIFE INS. CO	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 041423	103414	4/14/2023	5/9/2023	399.72	
8	MINNESOTA LIFE INS. CO	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 042823	103693	4/28/2023	5/9/2023	399.79	
9	MINNESOTA LIFE INS. CO	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 051223	104061	5/12/2023	5/31/2023	455.08	
10	MINNESOTA LIFE INS. CO	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 052623	104210	5/26/2023	5/31/2023	457.41	
11	ANDREA AND ROBERT NICKELS	CUSTOMERS	SIGN DEPOSIT REFUND	051823-3	5/18/2023	5/26/2023	90.00	
12	DANIEL BARBER	CUSTOMERS	SIGN DEPOSIT REFUND	051823	5/18/2023	5/26/2023	90.00	
13	J & B LMO, LLC	CUSTOMERS	SIGN DEPOSIT REFUND	05182023	5/18/2023	5/26/2023	90.00	
14	TREASURER OF VIRGINIA	SHERIFF'S FEE PAY TO C/W	APRIL '23 SHERIFF'S FEES	78625	5/1/2023	5/31/2023	854.00	
15	VACORP	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 042823	103694	4/28/2023	5/9/2023	803.28	
16	VACORP	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 041423	103415	4/14/2023	5/9/2023	829.82	
17	VACORP	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 052623	104211	5/26/2023	5/31/2023	798.97	
18	VACORP	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 051223	104062	5/12/2023	5/31/2023	800.06	
19						<b>Total:</b>	<b>\$6,068.13</b>	
20								
21	<b>OTHER LOCAL TAXES</b>							
22	TOWN OF SCOTTSVILLE	SALES TAX-	SALES TAX	78626	5/16/2023	5/31/2023	192.07	
23						<b>Total:</b>	<b>\$192.07</b>	
24								
25	<b>PERMITS/FEES/LICENSES</b>							
26	STANLEY MARTIN HOMES LLC	BUILDING PERMITS	BR22-0368 PERMIT FEES REFUND	05242023	5/24/2023	5/26/2023	1,433.04	
27						<b>Total:</b>	<b>\$1,433.04</b>	
28								
29	<b>CHARGES FOR SERVICES</b>							
30	EARL PENDLETON	RECREATION PROGRAM	REFUND FOR COMMUNITY GARDEN	052323	5/23/2023	5/26/2023	50.00	
31						<b>Total:</b>	<b>\$50.00</b>	
32								
33	<b>BOARD OF SUPERVISORS</b>							
34	BANK OF AMERICA	OTHER OPERATING	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	8.02	
35	BANK OF AMERICA	OTHER OPERATING	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	63.00	
36	BANK OF AMERICA	OTHER OPERATING	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	95.13	
37	FLUVANNA REVIEW	ADVERTISING	BOS-FR 1/4- 13X 5/17 PUBLIC	2023F18-9	5/4/2023	5/12/2023	287.50	
38	FLUVANNA REVIEW	ADVERTISING	BOS-FR 1/4 PG AD-5/17 PUBLIC	2023F19-10	5/11/2023	5/19/2023	287.50	
39	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	MULTIPLE DEPTS POSTAGE USAGE	80009090015156	5/18/2023	5/26/2023	12.00	
40	VERIZON WIRELESS	TELECOMMUNICATIONS	MULTIPLE DEPTS WIRELESS	9935294168	5/19/2023	5/26/2023	161.69	
41						<b>Total:</b>	<b>\$914.84</b>	
42								

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1	<b>County of Fluvanna</b>			<b>From Date: 5/1/2023</b>				
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4	<b>Vendor Name</b>	<b>Charge To</b>	<b>Description</b>	<b>Invoice Number</b>	<b>Invoice Date</b>	<b>Check Date</b>	<b>Check Amount</b>	
43	<b>COUNTY ADMINISTRATOR</b>							
44	BANK OF AMERICA	BOOKS/PUBLICATIONS	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	79.00	
45	BANK OF AMERICA	CONVENTION AND	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	400.00	
46	BANK OF AMERICA	CONVENTION AND	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	550.00	
47	BANK OF AMERICA	FURNITURE & FIXTURES	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	130.90	
48	BANK OF AMERICA	OFFICE SUPPLIES	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	404.89	
49	BANK OF AMERICA	POSTAL SERVICES	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	28.75	
50	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	MULTIPLE DEPTS POSTAGE USAGE	80009090015156	5/18/2023	5/26/2023	1.80	
51	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	MULTIPLE DEPTS POSTAGE USAGE	80009090015156	5/18/2023	5/26/2023	13.20	
52	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	MONTHLY STATEMENT MULTIPLE	8070107284	4/29/2023	5/5/2023	35.84	
53	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MULTIPLE DEPTS MONTHLY	T456901	5/4/2023	5/12/2023	69.40	
54	VERIZON WIRELESS	TELECOMMUNICATIONS	MULTIPLE DEPTS WIRELESS	9935294168	5/19/2023	5/26/2023	80.58	
55						<b>Total:</b>	<b>\$1,794.36</b>	
56								
57	<b>COUNTY ATTORNEY</b>							
58	PAYNE & HODOUS, LLC.	COUNTY ATTY LEGAL-	PROF SRVCS-MATTER :13-7046,16-	050123	5/1/2023	5/12/2023	7,996.10	
59	PAYNE & HODOUS, LLC.	COUNTY ATTY LEGAL-	PROF SRVCS-MATTER :13-7046,16-	050123	5/1/2023	5/12/2023	931.00	
60	VERIZON WIRELESS	TELECOMMUNICATIONS	MULTIPLE DEPTS WIRELESS	9935294168	5/19/2023	5/26/2023	110.83	
61						<b>Total:</b>	<b>\$9,037.93</b>	
62								
63	<b>COMMISSIONER OF THE REVENUE</b>							
64	BANK OF AMERICA	OFFICE SUPPLIES	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	35.76	
65	COMMISSIONERS OF THE REVENUE	DUES OR ASSOCIATION	COR-MEMBERSHIP DUES 2023-	05022023	5/2/2023	5/12/2023	340.00	
66	JAMES RIVER SOLUTIONS	VEHICLE FUEL	COST OF FUEL FOR VARIOUS	05022023	5/2/2023	5/12/2023	29.72	
67	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	MONTHLY STATEMENT MULTIPLE	8070107284	4/29/2023	5/5/2023	341.95	
68	VERIZON WIRELESS	TELECOMMUNICATIONS	MULTIPLE DEPTS WIRELESS	9935294168	5/19/2023	5/26/2023	40.29	
69						<b>Total:</b>	<b>\$787.72</b>	
70								
71	<b>TREASURER</b>							
72	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	TREASURER-AMAZON BASICS	16TM-LWY7-	4/14/2023	5/19/2023	(\$53.46)	
73	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	TREASURER-MAXMARK HEAVY	1Q1K-GJQP-	5/7/2023	5/19/2023	119.58	
74	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	TREASURER-HP 58A BLACK	171Q-KM9P-	5/8/2023	5/19/2023	127.21	
75	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	TREASURER-AMAZON BASICS	16TM-LWY7-	4/14/2023	5/19/2023	208.15	
76	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	TREASURER-HAHIYO STACKABLE	1DJC-D3W3-	5/21/2023	5/26/2023	101.18	
77	ARCANE TECHNOLOGIES INC	EDP EQUIPMENT	TREASURER-BILLABLE SRVCS	30356	5/22/2023	5/26/2023	142.50	
78	BMS DIRECT	PRINTING AND BINDING	TREASURER-REAL ESTATE &	201857	5/24/2023	5/26/2023	866.38	
79	BMS DIRECT	PRINTING AND BINDING	TREASURER-REAL ESTATE 1ST	201686	5/17/2023	5/26/2023	1,419.56	
80	BMS DIRECT	PRINTING AND BINDING	TREASURER-PERSONAL	201684	5/17/2023	5/26/2023	2,517.79	

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81	VERIZON WIRELESS	TELECOMMUNICATIONS	MULTIPLE DEPTS WIRELESS	9935294168	5/19/2023	5/26/2023	40.29	
82	VIRGINIA DEPT. OF MOTOR VEHICLES	DMV-ONLINE	TREASURER- ACCT# 546001282025	05032023	5/3/2023	5/5/2023	3,900.00	
83								
84								
85	<b>INFORMATION TECHNOLOGY</b>							
86	AMAZON CAPITAL SERVICES	ADP SUPPLIES	IT-APC UPS BATTERY	1TPK-F4HQ-	5/4/2023	5/12/2023	98.69	
87	BANK OF AMERICA	ADP SERVICES	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	23.00	
88	BANK OF AMERICA	ADP SERVICES	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	25.00	
89	BANK OF AMERICA	ADP SERVICES	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	54.99	
90	BANK OF AMERICA	ADP SERVICES	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	185.89	
91	BANK OF AMERICA	ADP SERVICES	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	477.16	
92	CDW GOVERNMENT, INC.	ADP SERVICES	IT-ADOBE ACRO PRO ENT L9 RNW	JJ10165	5/1/2023	5/5/2023	520.00	
93	FIREFLY	TELECOMMUNICATIONS	IT-FCSO-MONTHLY INTERNET	11068MAY23	5/1/2023	5/5/2023	1,718.28	
94	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MULTIPLE DEPTS MONTHLY	T456901	5/4/2023	5/12/2023	76.67	
95	VERIZON WIRELESS	TELECOMMUNICATIONS	MULTIPLE DEPTS WIRELESS	9935294168	5/19/2023	5/26/2023	127.79	
96								
97								
98	<b>FINANCE</b>							
99	IMAGETREND, INC	CONTRACT SERVICES	FINANCE-BILLING BRIDGE PROF	142270	3/31/2023	5/12/2023	2,659.67	
100	IMAGETREND, INC	CONTRACT SERVICES	FINANCE-BILLING BRIDGE PROF	142864	4/28/2023	5/19/2023	1,760.10	
101	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	MULTIPLE DEPTS POSTAGE USAGE	80009090015156	5/18/2023	5/26/2023	117.47	
102	VERIZON WIRELESS	TELECOMMUNICATIONS	MULTIPLE DEPTS WIRELESS	9935294168	5/19/2023	5/26/2023	100.27	
103								
104								
105	<b>REGISTRAR/ELECTORAL BOARD</b>							
106	ALAN DAVIS	MILEAGE ALLOWANCES	LOCAL TRAVEL MILEAGE FOR 5/1-	051623	5/16/2023	5/19/2023	23.58	
107	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	REGISTRAR-TOWER POWER STRIP	1PQD-FCJX-	5/9/2023	5/19/2023	139.20	
108	BANK OF AMERICA	FURNITURE & FIXTURES	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	(\$169.60)	
109	BANK OF AMERICA	OFFICE SUPPLIES	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	13.50	
110	BANK OF AMERICA	OFFICE SUPPLIES	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	74.93	
111	BANK OF AMERICA	OFFICE SUPPLIES	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	443.85	
112	VERIZON WIRELESS	TELECOMMUNICATIONS	MULTIPLE DEPTS WIRELESS	9935294168	5/19/2023	5/26/2023	45.29	
113								
114								
115	<b>HUMAN RESOURCES</b>							
116	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	HR-DYMO AUTHENTIC LT PLASTIC	111-3503955-	5/8/2023	5/12/2023	28.78	
117	ANTHEM EAP	RECRUITMENT	HR- EAP FEES FOR 5/1/23-5/31/23	205388258266	4/25/2023	5/5/2023	25.80	
118	BANK OF AMERICA	CONVENTION AND	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	410.00	



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119	BANK OF AMERICA	DUES OR ASSOCIATION	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	74.95	
120	BANK OF AMERICA	DUES OR ASSOCIATION	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	89.99	
121	BANK OF AMERICA	EMPLOYEE RECOGNITION	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	21.19	
122	BANK OF AMERICA	EMPLOYEE RECOGNITION	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	328.29	
123	BANK OF AMERICA	RECRUITMENT	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	128.00	
124	BANK OF AMERICA	RECRUITMENT	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	304.44	
125	BANK OF AMERICA	RECRUITMENT	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	502.04	
126	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	MONTHLY STATEMENT MULTIPLE	8070107284	4/29/2023	5/5/2023	42.11	
127	VERIZON WIRELESS	TELECOMMUNICATIONS	MULTIPLE DEPTS WIRELESS	9935294168	5/19/2023	5/26/2023	110.83	
128	VIRGINIA DEPARTMENT OF STATE	OTHER OPERATING	HR-APRIL 2023- CCRE SOR NAME	CJIS-24787	5/1/2023	5/5/2023	80.00	
129						<b>Total:</b>	<b>\$2,146.42</b>	
130								
131	<b>GENERAL DISTRICT COURT</b>							
132	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	MONTHLY STATEMENT MULTIPLE	8070107284	4/29/2023	5/5/2023	352.96	
133						<b>Total:</b>	<b>\$352.96</b>	
134								
135	<b>COURT SERVICE UNIT</b>							
136	DENNIS CRONIN	MILEAGE ALLOWANCES	APRIL MILEAGE 162 MILES	05022023	5/2/2023	5/5/2023	106.11	
137	DENNIS CRONIN	MILEAGE ALLOWANCES	MAY MILEAGE, 275 MILES	052523	5/25/2023	5/26/2023	180.13	
138						<b>Total:</b>	<b>\$286.24</b>	
139								
140	<b>CLERK OF THE CIRCUIT COURT</b>							
141	AMAZON CAPITAL SERVICES	EDP EQUIPMENT	CIRCUIT CT-RECHARGABLE	1L9X-M37X-	4/16/2023	5/26/2023	18.95	
142	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	CIRCUIT CT-RECHARGABLE	1L9X-M37X-	4/16/2023	5/26/2023	11.99	
143	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	CIRCUIT CT-RECHARGABLE	1L9X-M37X-	4/16/2023	5/26/2023	12.99	
144	AMAZON CAPITAL SERVICES	PRINTING AND BINDING	CIRCUIT CT-RECHARGABLE	1L9X-M37X-	4/16/2023	5/26/2023	48.00	
145	CANON FINANCIAL SERVICES, INC.	LEASE/RENT	CIRCUIT CT- CONTRACT CHARGE	30488006	5/13/2023	5/26/2023	289.00	
146	CANON SOLUTIONS AMERICA, INC.	OFFICE SUPPLIES	CIRCUIT CT-SUPPLY FOR COPIER	148376927	4/19/2023	5/12/2023	340.00	
147	LOGAN SYSTEMS, INC.	PROFESSIONAL SERVICES	C. CT-PROF SRVC PER	57750	5/17/2023	5/26/2023	2,668.75	
148	LOGAN SYSTEMS, INC.	TECHNOLOGY TRUST FUND	CIRCUIT CT-DAY FORWARD	57597	5/1/2023	5/5/2023	1,508.60	
149	LOGAN SYSTEMS, INC.	TECHNOLOGY TRUST FUND	CIRCUIT CT-REMOTE ACCESS	57498	5/1/2023	5/5/2023	6,000.00	
150	U.S. POSTAL SERVICE	POSTAL SERVICES	US POSTAL SRVC (POSTAGE BY	05102023	5/10/2023	5/12/2023	426.00	
151	VERIZON WIRELESS	EDP EQUIPMENT	MULTIPLE DEPTS WIRELESS	9935294168	5/19/2023	5/26/2023	40.03	
152						<b>Total:</b>	<b>\$11,364.31</b>	
153								
154	<b>CIRCUIT COURT OPERATIONS</b>							
155	BANK OF AMERICA	OFFICE SUPPLIES	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	10.64	
156	U.S. POSTAL SERVICE	POSTAL SERVICES	US POSTAL SRVC (POSTAGE BY	05102023	5/10/2023	5/12/2023	300.00	

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1	<b>County of Fluvanna</b>			<b>From Date: 5/1/2023</b>				
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4	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount	
157							<b>Total:</b>	<b>\$310.64</b>
158								
159	<b>COMMONWEALTH ATTY</b>							
160	BANK OF AMERICA	SUBSISTENCE & LODGING	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023		39.00
161	BANK OF AMERICA	SUBSISTENCE & LODGING	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023		347.10
162	JEFF HAISLIP	MILEAGE ALLOWANCES	REIMBURSE-LOCAL TRAVEL	050423	5/4/2023	5/12/2023		168.20
163	MATTHEW BENDER & CO INC	MAINTENANCE CONTRACTS	COMM ATTY-LEXIS NEXIS (APRIL	3094440819	4/30/2023	5/5/2023		151.00
164	PITNEY BOWES	POSTAL SERVICES	COMM ATTY- LEASING CHARGE	3317453660	5/23/2023	5/26/2023		77.37
165	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	MONTHLY STATEMENT MULTIPLE	8070107284	4/29/2023	5/5/2023		170.93
166	THE DAILY PROGRESS	BOOKS/PUBLICATIONS	NEWSPAPER SUBSCRIPTION	720-	4/19/2023	5/5/2023		654.99
167	VACA	CONVENTION AND	COMM ATTY-JEFF-VACA SUMMER	051523	5/15/2023	5/19/2023		800.00
168	VALLEY BUSINESS FORMS II	OFFICE SUPPLIES	COMM ATTY-OFFICE LETTERHEAD	22632	5/12/2023	5/26/2023		219.00
169	VERIZON WIRELESS	TELECOMMUNICATIONS	MULTIPLE DEPTS WIRELESS	9935294168	5/19/2023	5/26/2023		40.29
170							<b>Total:</b>	<b>\$2,667.88</b>
171								
172	<b>SHERIFF</b>							
173	ADVANCE AUTO PARTS	VEHICLE/POWER EQUIP	FCSO-BTRY-PLATINUM AGM 1 EA I,	7306312354393	5/3/2023	5/5/2023		168.83
174	ADVANCE AUTO PARTS	VEHICLE/POWER EQUIP	FCSO-CARQUEST XTRACLEAR	7306312572473	5/5/2023	5/12/2023		26.78
175	ADVANCE AUTO PARTS	VEHICLE/POWER EQUIP	FCSO-TRICO REAR 55110 11"	7306314480087	5/24/2023	5/26/2023		8.70
176	ADVANCE AUTO PARTS	VEHICLE/POWER EQUIP	FCSO-RAIN-X SILICONE 830022 RX	7306314480086	5/24/2023	5/26/2023		50.90
177	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	FCSO-UNI DISPLAYPORT TO HDMI	1TLH-99MN-	4/27/2023	5/5/2023		15.88
178	AMAZON CAPITAL SERVICES	POLICE SUPPLIES	FCSO-BTSKY 4 PK EXTRA LG	1LN4-7R6G-	5/7/2023	5/12/2023		80.07
179	AMAZON CAPITAL SERVICES	POLICE SUPPLIES	FCSO-GSUIVEER FLASHLIGHT	1LKC-36HX-	5/13/2023	5/26/2023		96.34
180	AMAZON CAPITAL SERVICES	POLICE SUPPLIES	FCSO-RUBBERMAID ROUGHNECK	1VYP-NYHM-	4/2/2023	5/26/2023		876.99
181	AMAZON CAPITAL SERVICES	TELECOMMUNICATIONS	FCSO-GSUIVEER FLASHLIGHT	1LKC-36HX-	5/13/2023	5/26/2023		94.54
182	AT&T MOBILITY	TELECOMMUNICATIONS	FCSO-MONTHLY LONG DISTANCE	7305055828001	5/6/2023	5/26/2023		45.41
183	BANK OF AMERICA	CONVENTION AND	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023		(\$350.00)
184	BANK OF AMERICA	INVESTIGATIVE SERVICES	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023		225.00
185	BANK OF AMERICA	OFFICE SUPPLIES	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023		25.26
186	BANK OF AMERICA	OFFICE SUPPLIES	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023		33.83
187	BANK OF AMERICA	PROFESSIONAL SERVICES	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023		347.96
188	BANK OF AMERICA	SUBSISTENCE & LODGING	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023		49.21
189	BANK OF AMERICA	SUBSISTENCE & LODGING	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023		51.32
190	BANK OF AMERICA	SUBSISTENCE & LODGING	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023		66.24
191	BANK OF AMERICA	SUBSISTENCE & LODGING	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023		69.76
192	BANK OF AMERICA	SUBSISTENCE & LODGING	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023		72.84
193	BANK OF AMERICA	SUBSISTENCE & LODGING	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023		85.26
194	CAMPBELL EQUIPMENT, INC.	VEHICLES REP & MAINT	FCSO- 1 MOUNT AND BALANCE, 1	FCSD104	5/22/2023	5/26/2023		25.00

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1	<b>County of Fluvanna</b>		<b>From Date: 5/1/2023</b>					
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195	CAMPBELL EQUIPMENT, INC.	VEHICLES REP & MAINT	FCSO- 4 MOUNT & BALANCE, 4	FCSD103	5/10/2023	5/26/2023	100.00	
196	CONNECT PARENT CORPORATION	TELECOMMUNICATIONS	FCSO-MONTHLY STATEMENT FOR	309903768MAY2	5/7/2023	5/26/2023	167.59	
197	CONNECT PARENT CORPORATION	TELECOMMUNICATIONS	FCSO-MONTHLY STATEMENT FOR	309797542MAY2	5/16/2023	5/26/2023	182.86	
198	CONNECT PARENT CORPORATION	TELECOMMUNICATIONS	FCSO-MONTHLY STATEMENT FOR	310191749MAY2	5/16/2023	5/26/2023	1,020.11	
199	EAST COAST EMERGENCY VEHICLES	VEHICLE/POWER EQUIP	FCSO-TUFLOC, TUFBOX SINGLE	33639	4/28/2023	5/5/2023	2,027.20	
200	ERIC HESS	SUBSISTENCE & LODGING	REIMBURSE-VA SHERIFF'S	050223	5/2/2023	5/5/2023	695.01	
201	EVIDENT CRIME SCENE PRODUCTS	POLICE SUPPLIES	FCSO-NARK II SCOTT COCAINE-10	221162A	5/15/2023	5/26/2023	889.71	
202	FIREFLY	TELECOMMUNICATIONS	IT-FCSO-MONTHLY INTERNET	11068MAY23	5/1/2023	5/5/2023	550.00	
203	GALLS, LLC.	POLICE SUPPLIES	FCSO-SIRCHMARK EVIDENCE	024237104	4/20/2023	5/5/2023	151.50	
204	GALLS, LLC.	POLICE SUPPLIES	BIG EASY CARRYING CASE RED	024182738	4/15/2023	5/5/2023	324.33	
205	GALLS, LLC.	UNIFORM/WEARING APPAREL	FCSO- CONDOR SUMMIT ZERO	024194053	4/17/2023	5/5/2023	109.60	
206	GALLS, LLC.	UNIFORM/WEARING APPAREL	FCSO-GALLS 12 1/2IN LED	024497116	5/15/2023	5/26/2023	665.56	
207	JAMES RIVER SOLUTIONS	VEHICLE FUEL	COST OF FUEL FOR VARIOUS	05022023	5/2/2023	5/12/2023	10,206.12	
208	LARRY K GOODSON JR & ANNETTE R	VEHICLES REP & MAINT	FCSO-UNIT#30-OIL CHANGE,TIRE	RO#3861	3/7/2023	5/5/2023	45.00	
209	LARRY K GOODSON JR & ANNETTE R	VEHICLES REP & MAINT	FCSO-UNIT#9-OIL CHANGE,21 PT	RO#4311	4/3/2023	5/5/2023	45.00	
210	LARRY K GOODSON JR & ANNETTE R	VEHICLES REP & MAINT	FCSO-UNIT#42-STATE INSEPC,OIL	RO#4004	3/14/2023	5/5/2023	65.00	
211	LARRY K GOODSON JR & ANNETTE R	VEHICLES REP & MAINT	FCSO-UNIT#25-OIL CHANGE, 21 PT	RO#4674	4/24/2023	5/5/2023	83.29	
212	LARRY K GOODSON JR & ANNETTE R	VEHICLES REP & MAINT	FCSO-UNIT#25-OIL CHANGE,TIRE	RO#3722	2/27/2023	5/5/2023	84.09	
213	LARRY K GOODSON JR & ANNETTE R	VEHICLES REP & MAINT	FCSO-UNIT#28 -OIL CHANGE,21 PT	RO#4855	5/4/2023	5/12/2023	45.00	
214	LARRY K GOODSON JR & ANNETTE R	VEHICLES REP & MAINT	FCSO-UNIT#48- ST INSPEC,OIL	RO#4914	5/9/2023	5/12/2023	88.72	
215	LARRY K GOODSON JR & ANNETTE R	VEHICLES REP & MAINT	FCSO-UNIT#29-OIL CHANGE,TIRE	RO#4941	5/10/2023	5/26/2023	63.29	
216	MANSFIELD OIL COMPANY OF	VEHICLE FUEL	FCSO-FUEL INVOICE FOR 4/16/23-	SQLCD-834601	4/30/2023	5/5/2023	13.16	
217	MANSFIELD OIL COMPANY OF	VEHICLE FUEL	FUEL INVOICE FOR 5/1/23-5/15/23-	SQLCD-836716	5/15/2023	5/26/2023	99.17	
218	MICHAEL CAREY	SUBSISTENCE & LODGING	REIMBURESE-TRAINING ACADEMY	050323MC	5/3/2023	5/5/2023	221.25	
219	MICHAEL CAREY	SUBSISTENCE & LODGING	REIMBURSE- CSCJTA-TRAINING 4/2-	MC050523-2	5/3/2023	5/5/2023	280.25	
220	MICHAEL CAREY	SUBSISTENCE & LODGING	REIMBURSE-TRAINING-CSCJTA:	052223	5/22/2023	5/26/2023	85.50	
221	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	FCSO-METER REFILL AND	80009090003002	4/20/2023	5/5/2023	208.99	
222	THE POLICE AND SHERIFFS PRESS	POLICE SUPPLIES	FCSO-ID CARD (2), PRINTED FOR	176898	4/25/2023	5/5/2023	32.60	
223	TREASURER OF VIRGINIA	PROFESSIONAL SERVICES	FCSO-MEDICAL EXAM. REPORT	05042023	5/4/2023	5/26/2023	20.00	
224	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MULTIPLE DEPTS MONTHLY	T456901	5/4/2023	5/12/2023	207.37	
225	VERIZON WIRELESS	TELECOMMUNICATIONS	FCSO&E911-MONTHLY WIRELESS	9934421101	5/8/2023	5/26/2023	2,822.24	
226						<b>Total:</b>	<b>\$23,765.63</b>	
227								
228	<b>E911</b>							
229	AMAZON CAPITAL SERVICES	BLDGS EQUIP REP & MAINT	E911-LENOVO USA THINKPAD	17GT-H4D3-	5/9/2023	5/26/2023	275.00	
230	AMAZON CAPITAL SERVICES	UNIFORM/WEARING APPAREL	E911-TRU-SPEC ADULT 24-7	1QT1-Y39G-	5/12/2023	5/26/2023	461.42	
231	AT&T CORP	TELECOMMUNICATIONS	E911- NATL CAPTL REGION ESINET	3531588701	5/16/2023	5/26/2023	5,562.49	
232	AT&T MOBILITY	TELECOMMUNICATIONS	E911-NET MOTION FCSO 434-242-	287284406274X0	4/18/2023	5/5/2023	2.19	

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233	BANK OF AMERICA	BLDGS EQUIP REP & MAINT	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	28.96	
234	BANK OF AMERICA	BLDGS EQUIP REP & MAINT	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	54.03	
235	BANK OF AMERICA	CONVENTION AND	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	55.00	
236	BANK OF AMERICA	CONVENTION AND	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	110.00	
237	BANK OF AMERICA	IT SERVICES	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	20.97	
238	BANK OF AMERICA	IT SERVICES	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	24.00	
239	BANK OF AMERICA	IT SERVICES	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	48.40	
240	BANK OF AMERICA	MAINTENANCE CONTRACTS	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	15.00	
241	BANK OF AMERICA	MAINTENANCE CONTRACTS	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	18.00	
242	BANK OF AMERICA	MAINTENANCE CONTRACTS	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	35.00	
243	BANK OF AMERICA	MAINTENANCE CONTRACTS	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	175.23	
244	BANK OF AMERICA	MAINTENANCE CONTRACTS	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	220.57	
245	BANK OF AMERICA	OFFICE SUPPLIES	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	110.95	
246	BANK OF AMERICA	PROFESSIONAL SERVICES	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	29.00	
247	BANK OF AMERICA	SUBSISTENCE & LODGING	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	17.80	
248	BANK OF AMERICA	SUBSISTENCE & LODGING	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	20.08	
249	BANK OF AMERICA	SUBSISTENCE & LODGING	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	80.43	
250	BANK OF AMERICA	SUBSISTENCE & LODGING	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	91.51	
251	BANK OF AMERICA	TELECOMMUNICATIONS	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	169.12	
252	COMCAST CORPORATION	TELECOMMUNICATIONS	E911- MONTHLY STATEMENT FOR	82996009300469	5/3/2023	5/12/2023	3.41	
253	CONNECT PARENT CORPORATION	TELECOMMUNICATIONS	E911- MONTHLY STATEMENT FOR	310214091APR2	4/19/2023	5/5/2023	288.42	
254	CONNECT PARENT CORPORATION	TELECOMMUNICATIONS	E911-MONTHLY STATEMENT 5/10-	310042302MAY2	5/10/2023	5/26/2023	1,049.68	
255	NEWEGG BUSINESS INC.	BLDGS EQUIP REP & MAINT	E911-TRIPP LITE ISOBLOK2-0	134454505	4/27/2023	5/5/2023	79.98	
256	NEWEGG BUSINESS INC.	BLDGS EQUIP REP & MAINT	E911- CYBERPOWER INTELLIGENT	1304454504	4/27/2023	5/5/2023	376.45	
257	NEWEGG BUSINESS INC.	EDP EQUIPMENT	E911- DELL LATITUDE 5420 14"	1304454167	4/26/2023	5/5/2023	1,349.00	
258	NWG SOLUTIONS, LLC.	IT SERVICES	E911-VITALSIGNS MANAGED SRVR-	62868	4/28/2023	5/5/2023	1,487.00	
259	NWG SOLUTIONS, LLC.	IT SERVICES	E911-BLOCK TIME-ONE TIME: ON	63155	5/10/2023	5/12/2023	5,200.00	
260	NWG SOLUTIONS, LLC.	MAINTENANCE CONTRACTS	E911-VITALSIGNS MANAGED SRVR-	62868	4/28/2023	5/5/2023	1,168.70	
261	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	MONTHLY STATEMENT MULTIPLE	8070107284	4/29/2023	5/5/2023	99.14	
262	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MULTIPLE DEPTS MONTHLY	T456901	5/4/2023	5/12/2023	207.37	
263	VERIZON WIRELESS	PROFESSIONAL SERVICES	FCSO&E911-MONTHLY WIRELESS	9934421101	5/8/2023	5/26/2023	240.40	
264	VERIZON WIRELESS	TELECOMMUNICATIONS	FCSO&E911-MONTHLY WIRELESS	9934421101	5/8/2023	5/26/2023	358.17	
265						<b>Total:</b>	<b>\$19,532.87</b>	
266								
267	<b>FIRE AND RESCUE SQUAD</b>							
268	ATLANTIC EMERGENCY SOLUTIONS,	CONTRACT SERVICES	EMERG-A GROUND LADDER	15719ALB	5/12/2023	5/26/2023	132.00	
269	ATLANTIC EMERGENCY SOLUTIONS,	CONTRACT SERVICES	EMERG-A GROUND LADDER	15720ALB	5/12/2023	5/26/2023	132.00	
270	ATLANTIC EMERGENCY SOLUTIONS,	CONTRACT SERVICES	EMERG- A GROUND LADDER	15721ALB	5/12/2023	5/26/2023	132.00	

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271	ATLANTIC EMERGENCY SOLUTIONS,	CONTRACT SERVICES	EMERG-A GROUND LADDER	15722ALB	5/12/2023	5/26/2023	1,177.93	
272	ATLANTIC EMERGENCY SOLUTIONS,	VEHICLES REP & MAINT	EMERG-VIN *3208TRAVEL TO	15524ALB	4/13/2023	5/26/2023	13,369.80	
273	FLUVANNA COUNTY RESCUE SQUAD	FOUR FOR LIFE FUNDS	FOUR FOR LIEF (ANNUAL PASS	70122	5/5/2023	5/12/2023	13,088.73	
274	FLUVANNA COUNTY RESCUE SQUAD	FOUR FOR LIFE FUNDS	FOUR FOR LIFE (ANNUAL PASS	70120	5/5/2023	5/12/2023	13,234.94	
275	FLUVANNA COUNTY RESCUE SQUAD	FOUR FOR LIFE FUNDS	FOUR FOR LIFE (ANNUAL PASS	70121	5/5/2023	5/12/2023	13,547.80	
276	LAKE MONTICELLO FIRE & RESCUE	FOUR FOR LIFE FUNDS	FOUR FOR LIEF (ANNUAL PASS	70121	5/5/2023	5/12/2023	14,972.12	
277	LAKE MONTICELLO FIRE & RESCUE	FOUR FOR LIFE FUNDS	FOUR FOR LIEF (ANNUAL PASS	70120	5/5/2023	5/12/2023	15,536.66	
278	LAKE MONTICELLO FIRE & RESCUE	FOUR FOR LIFE FUNDS	FOUR FOR LIEF (ANNUAL PASS	70122	5/5/2023	5/12/2023	16,551.27	
279	VERIZON WIRELESS	TELECOMMUNICATIONS	EMERG-MONTHLY WIRELESS M2M	933552299	4/27/2023	5/12/2023	28.19	
280	VERIZON WIRELESS	TELECOMMUNICATIONS	MULTIPLE DEPTS WIRELESS	9935294168	5/19/2023	5/26/2023	560.14	
281						<b>Total:</b>	<b>\$102,463.58</b>	
282								
283	<b>EMERGENCY SERVICES</b>							
284	FLUVANNA REVIEW	ADVERTISING	ADMIN-FR JP-13X-COLOR NOW	2023F17-6	4/27/2023	5/19/2023	310.00	
285	VERIZON WIRELESS	TELECOMMUNICATIONS	MULTIPLE DEPTS WIRELESS	9935294168	5/19/2023	5/26/2023	148.88	
286						<b>Total:</b>	<b>\$458.88</b>	
287								
288	<b>BUILDING INSPECTIONS</b>							
289	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	BLDG INSPEC-NEW ENERGIZER	1V4Q-RYLQ-	5/24/2023	5/26/2023	21.69	
290	JAMES RIVER SOLUTIONS	VEHICLE FUEL	COST OF FUEL FOR VARIOUS	05022023	5/2/2023	5/12/2023	285.46	
291	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	MULTIPLE DEPTS POSTAGE USAGE	80009090015156	5/18/2023	5/26/2023	0.60	
292	VERIZON WIRELESS	TELECOMMUNICATIONS	MULTIPLE DEPTS WIRELESS	9935294168	5/19/2023	5/26/2023	240.90	
293						<b>Total:</b>	<b>\$548.65</b>	
294								
295	<b>EMERGENCY MANAGEMENT</b>							
296	DELTA RESPONSE TEAM LLC	CONTRACT SERVICES	EMERG- APRIL 2023 EMS	20230429	4/28/2023	5/5/2023	52,090.83	
297	JAMES RIVER SOLUTIONS	VEHICLE FUEL	COST OF FUEL FOR VARIOUS	05022023	5/2/2023	5/12/2023	181.55	
298	VERIZON WIRELESS	TELECOMMUNICATIONS	MULTIPLE DEPTS WIRELESS	9935294168	5/19/2023	5/26/2023	90.27	
299						<b>Total:</b>	<b>\$52,362.65</b>	
300								
301	<b>FACILITIES</b>							
302	ALLIED PORTABLE TOILET	CONTRACT SERVICES	FCPW-PLEASANT GROVE DOG	I213296	5/16/2023	5/26/2023	176.00	
303	ALLIED PORTABLE TOILET	CONTRACT SERVICES	FCPW-PLEASANT GROVE	I213298	5/16/2023	5/26/2023	176.00	
304	ALLIED PORTABLE TOILET	CONTRACT SERVICES	FCPW-CARYSBROOK BASEBALL	I213369	5/16/2023	5/26/2023	176.00	
305	AMAZON CAPITAL SERVICES	BLDGS EQUIP REP & MAINT	FCPW-DISCOUNT RAMPS	1NN3-3W3D-	5/2/2023	5/19/2023	174.76	
306	AMAZON CAPITAL SERVICES	BLDGS EQUIP REP & MAINT	FCPW-SHARKBITE 3/4 X 1 IN CRIMP	1VGF-HWQH-	5/9/2023	5/19/2023	210.80	
307	AMAZON CAPITAL SERVICES	GENERAL MATERIALS AND	FCPW-APPLE MFI CERTIFIED	1GJL-WY74-	5/3/2023	5/12/2023	32.94	
308	AMAZON CAPITAL SERVICES	GENERAL MATERIALS AND	FCPW-SYNCWIRE IPHONE CAR	1CWK-RXX4-	5/18/2023	5/26/2023	19.89	



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309	AMAZON CAPITAL SERVICES	MACHINERY AND EQUIPMENT	FCPW-HAPPY TREE UNIVERSAL	1WT6-VKN4-	5/17/2023	5/26/2023	48.55	
310	AMAZON CAPITAL SERVICES	UNIFORM/WEARING APPAREL	FCPW-BISON LIFE SAFETY	1TXL-1YQX-	5/7/2023	5/12/2023	62.41	
311	AMAZON CAPITAL SERVICES	UNIFORM/WEARING APPAREL	FCPW-NOCRY TINTED OVER-SPEC	1WXW-DMYF-	5/17/2023	5/26/2023	39.97	
312	AMAZON CAPITAL SERVICES	VEHICLE/POWER EQUIP	FCPW-PARTS 4 OUTDOOR STIHL	1YR9-MCG1-	5/14/2023	5/19/2023	27.98	
313	AMAZON CAPITAL SERVICES	VEHICLES REP & MAINT	FCPW-SKP SK748510 OE	1KR3-DGWM-	4/25/2023	5/5/2023	65.90	
314	AMAZON CAPITAL SERVICES	VEHICLES REP & MAINT	FCPW-GM GENUINE PARTS 15-	1HCV-QHJC-	5/6/2023	5/12/2023	173.44	
315	AMAZON CAPITAL SERVICES	VEHICLES REP & MAINT	FCPW-KT1Z17632A, CP9Z-17A605-	11YM-Q6HL-	5/11/2023	5/26/2023	30.00	
316	ARTHURS SEPTIC SERVICE	CONTRACT SERVICES	FCPW-LIBRARY PUMP TANK &	041823	4/18/2023	5/19/2023	185.00	
317	BANK OF AMERICA	BLDGS EQUIP REP & MAINT	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	46.00	
318	BANK OF AMERICA	BLDGS EQUIP REP & MAINT	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	73.71	
319	BANK OF AMERICA	BLDGS EQUIP REP & MAINT	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	78.00	
320	BANK OF AMERICA	BLDGS EQUIP REP & MAINT	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	92.00	
321	BANK OF AMERICA	BLDGS EQUIP REP & MAINT	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	105.00	
322	BANK OF AMERICA	BLDGS EQUIP REP & MAINT	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	110.57	
323	BANK OF AMERICA	BLDGS EQUIP REP & MAINT	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	175.50	
324	BANK OF AMERICA	BLDGS EQUIP REP & MAINT	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	195.00	
325	BANK OF AMERICA	GENERAL MATERIALS AND	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	(241.57)	
326	BANK OF AMERICA	GENERAL MATERIALS AND	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	11.75	
327	BETTER LIVING, INC.	BLDGS EQUIP REP & MAINT	FCPW-M445FJCOL1116314 WM-445	BMZ0001223421	5/1/2023	5/12/2023	61.76	
328	BETTER LIVING, INC.	BLDGS EQUIP REP & MAINT	FCPW-	BMZ0001221349	4/21/2023	5/19/2023	490.08	
329	BRAME SPECIALTY COMPANY, INC.	GENERAL MATERIALS AND	FCPW-CLINER RCM-4347X 43X47	7824548	5/18/2023	5/26/2023	287.11	
330	COMMONWEALTH INTERIORS	CONTRACT SERVICES	FCPW-CARYSBROOK SOCIAL	2023-047	5/8/2023	5/19/2023	1,454.00	
331	DAIKIN APPLIED	BLDGS EQUIP REP & MAINT	FCPW-FILTER AIR 24X24X2	5804197	5/4/2023	5/19/2023	230.11	
332	DAIKIN APPLIED	GENERAL MATERIALS AND	CAP050450440CT CAP 5MFD/440V	5794502	4/19/2023	5/5/2023	744.38	
333	DAIKIN APPLIED	VEHICLE/POWER EQUIP	FCPW- REFRIGERANT R-22 30LBS,	5804650	5/8/2023	5/26/2023	2,300.00	
334	FASTENAL COMPANY	BLDGS EQUIP REP & MAINT	FCPW-2 HOLECRNRANG90LONG,	VACHA133007	4/28/2023	5/19/2023	97.07	
335	FASTENAL COMPANY	MACHINERY AND EQUIPMENT	FCPW-28' RR EXTNSN LADDER, 15"	VACHA132964	4/17/2023	5/5/2023	630.63	
336	FASTENAL COMPANY	MACHINERY AND EQUIPMENT	FCPW- 24 COMPART. W/LATCH	VACHA133006	4/28/2023	5/19/2023	120.00	
337	FLUVANNA ACE HARDWARE	GENERAL MATERIALS AND	FCPW-INV 96307 HVAC2,96433	ACCT	4/30/2023	5/12/2023	44.84	
338	FLUVANNA ACE HARDWARE	MACHINERY AND EQUIPMENT	FCPW-INV 96307 HVAC2,96433	ACCT	4/30/2023	5/12/2023	180.89	
339	GENSERV LLC	BLDGS EQUIP REP & MAINT	FCPW-5/2/23-SITE OMOHUNDRO	4940	5/7/2023	5/12/2023	480.00	
340	J&A PAINTING	CONTRACT SERVICES	FCPW-RESCUE SQUAD-	23-173	5/3/2023	5/12/2023	1,250.00	
341	JAMES RIVER SOLUTIONS	VEHICLE FUEL	COST OF FUEL FOR VARIOUS	05022023	5/2/2023	5/12/2023	2,203.44	
342	JONES AUTOMOTIVE/ALL STAR AUTO	BLDGS EQUIP REP & MAINT	FCPW- MONTHLY STATEMENT FOR	04292023	4/29/2023	5/12/2023	24.59	
343	JONES AUTOMOTIVE/ALL STAR AUTO	GENERAL MATERIALS AND	FCPW- MONTHLY STATEMENT FOR	04292023	4/29/2023	5/12/2023	318.62	
344	JONES AUTOMOTIVE/ALL STAR AUTO	VEHICLES REP & MAINT	FCPW- MONTHLY STATEMENT FOR	04292023	4/29/2023	5/12/2023	324.97	
345	KOREN DIVERSIFIED HOLDINGS LLC	VEHICLE/POWER EQUIP	FCPW-VALVE DUST EJECTOR (12)	177042	4/7/2023	5/12/2023	251.91	
346	LARRY K GOODSON JR & ANNETTE R	VEHICLES REP & MAINT	FCPW-LIC:205443L-FUEL TANK	RO#5071	5/17/2023	5/26/2023	330.00	



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347	LOWE'S	BLDGS EQUIP REP & MAINT	FCPW-FUSD: MONTHLY	99000330383/4-	4/25/2023	5/19/2023	1,855.33	
348	LOWE'S	GENERAL MATERIALS AND	FCPW-FUSD: MONTHLY	99000330383/4-	4/25/2023	5/19/2023	698.72	
349	LOWE'S	VEHICLE/POWER EQUIP	FCPW-FUSD: MONTHLY	99000330383/4-	4/25/2023	5/19/2023	164.00	
350	MAYER ELECTRIC SUPPLY	BLDGS EQUIP REP & MAINT	FCPW-SQDD221N- SFTY SW GD	31649189	5/18/2023	5/26/2023	116.29	
351	MIDWEST MOTOR SUPPLY CO. INC.	VEHICLE/POWER EQUIP	FCPW-65065 PIN,65125 PIN,65067	101068188	5/18/2023	5/26/2023	114.18	
352	MIDWEST MOTOR SUPPLY CO. INC.	VEHICLE/POWER EQUIP	FCPW-65065 PIN, 65066 PIN, 65067	101068098	5/18/2023	5/26/2023	165.81	
353	QUALITY WELDING, INC	GENERAL MATERIALS AND	FCPW- 2 PCS. 2"X2"X1/4"X16"	47040	5/12/2023	5/19/2023	172.07	
354	TECHNIRAIN LIGHTING AND	CONTRACT SERVICES	FCPR- HOUR LABOR-KRAIN	3733	5/9/2023	5/26/2023	616.17	
355	TRANE U.S., INC.	GENERAL MATERIALS AND	FCPW-CAPACITOR;7.5MFD	14271976	4/25/2023	5/5/2023	5.52	
356	TRANE U.S., INC.	GENERAL MATERIALS AND	FCPW-CAPACITOR; 80 & 5MFD	14280203	4/26/2023	5/5/2023	22.38	
357	TRANE U.S., INC.	GENERAL MATERIALS AND	FCPW-FAN;3 BLADE, ALUMINUM,	14253252	4/21/2023	5/5/2023	110.34	
358	TRANE U.S., INC.	GENERAL MATERIALS AND	FCPW-MOTOR; 1/4HP 48FR 230V	14255117	4/21/2023	5/5/2023	341.11	
359	TRANE U.S., INC.	GENERAL MATERIALS AND	FCPW-FAN; 3 BLADE,ALUMINUM,	14254693	4/21/2023	5/5/2023	429.54	
360	UNIFIRST CORP	LAUNDRY AND DRY	FCPW- FUSD- MONTHLY	043023	4/30/2023	5/12/2023	558.07	
361	VERIZON WIRELESS	TELECOMMUNICATIONS	MULTIPLE DEPTS WIRELESS	9935294168	5/19/2023	5/26/2023	500.21	
362	W.W. GRAINGER INC	GENERAL MATERIALS AND	FCPW-GENERAL PURPOSE DOLLY,	9711973546	5/18/2023	5/26/2023	181.74	
363	WAGNER'S MOBILE GLASS & MIRROR	VEHICLES REP & MAINT	FCPW-'05 TOYOTA 4 RUNNER	5566	5/4/2023	5/26/2023	250.00	
364	WAYNE OXYGEN & WELDING SUPPLY	GENERAL MATERIALS AND	FCPW-ACETYLENE-SMALL, 156CF	876513	4/30/2023	5/12/2023	57.60	
365						<b>Total:</b>	<b>\$20,429.08</b>	
366								
367	<b>GENERAL SERVICES</b>							
368	AMELIA OVERHEAD DOOR	MAINTENANCE CONTRACTS	FCPW-CTHOUSE PREV. MAINT.,	154290	5/3/2023	5/19/2023	100.00	
369	AMELIA OVERHEAD DOOR	MAINTENANCE CONTRACTS	FCPW-PALMYRA RESCUE SQ	154288	5/3/2023	5/19/2023	200.00	
370	AMELIA OVERHEAD DOOR	MAINTENANCE CONTRACTS	FCPW-PALMYRA FIRE DEPT PREV.	1542856	5/3/2023	5/19/2023	600.00	
371	AMELIA OVERHEAD DOOR	MAINTENANCE CONTRACTS	FCPW-FORK UNION VOL FIRE	154287	5/3/2023	5/19/2023	600.00	
372	AMELIA OVERHEAD DOOR	MAINTENANCE CONTRACTS	FCPW-KENT STORE VOL FIRE	154289	5/3/2023	5/19/2023	600.00	
373	AMERICAN PEST MANAGEMENT, INC.	MAINTENANCE CONTRACTS	FCPW-QTRLY PEST CONTROL	7756090	4/21/2023	5/19/2023	115.70	
374	AMERICAN PEST MANAGEMENT, INC.	MAINTENANCE CONTRACTS	FCPW-QTRLY PEST CONTRAOL	7818873	5/1/2023	5/26/2023	103.52	
375	AMERICAN PEST MANAGEMENT, INC.	MAINTENANCE CONTRACTS	FCPW-PEST CONTROL MONTHLY	7818513	5/8/2023	5/26/2023	604.90	
376	AQUA VIRGINIA, INC.	WATER SERVICES	REGISTRARS OFFICE-213 MAIN	00079707405568	5/10/2023	5/19/2023	18.31	
377	AQUA VIRGINIA, INC.	WATER SERVICES	COMMONWEATLTH ATTORNEY	00153018505509	5/10/2023	5/19/2023	22.46	
378	AQUA VIRGINIA, INC.	WATER SERVICES	PUBLIC WORKS OFFICE-197 MAIN	00079293105529	5/10/2023	5/19/2023	37.53	
379	AQUA VIRGINIA, INC.	WATER SERVICES	197 NORTH GREEN- HCH & 2 BLDGS	00079293005529	5/10/2023	5/19/2023	47.60	
380	AQUA VIRGINIA, INC.	WATER SERVICES	ADMINISTRATIVE OFFICE- 132	00078001005408	5/10/2023	5/19/2023	92.41	
381	BFPE INTERNATIONAL	MAINTENANCE CONTRACTS	FCPW-FLUV FIRE STATION2,QTRLY	2902851	4/28/2023	5/12/2023	150.90	
382	BFPE INTERNATIONAL	MAINTENANCE CONTRACTS	FCPW-CO OF FLUV BACKFLOWS-	2902850	4/28/2023	5/12/2023	190.96	
383	BFPE INTERNATIONAL	MAINTENANCE CONTRACTS	FCPW-PALMYRA FIRE: FIRE ALARM	2905401	5/11/2023	5/19/2023	390.00	
384	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	FLUVANNA COUNTY LIBRARY 214	275906-	4/28/2023	5/5/2023	1,759.10	

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385	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	COUNTY OF FLUVANNA 160	85473-	4/28/2023	5/5/2023	1,818.36	
386	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	FLUVANNA COUNTY FIRE DEPT	275907-	5/3/2023	5/12/2023	282.65	
387	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	PLEASANT GROVE-200A- FOR USE	105221-	5/17/2023	5/26/2023	30.40	
388	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	PLEASANT GROVE-ELEC SERVICE	105221-	5/17/2023	5/26/2023	30.40	
389	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	PLEASANT GROVE-ELEC SERVICE-	105221-	5/17/2023	5/26/2023	30.40	
390	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	HERITAGE FARM MUSEUM- 271	275904-	5/17/2023	5/26/2023	31.14	
391	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	PLEASANT GROVE-ELEC SERVICE-	105221-	5/17/2023	5/26/2023	31.50	
392	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	PLEASANT GROVE-POLE BARN-	275904-	5/17/2023	5/26/2023	38.98	
393	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	DOG KENNEL- W. RIVER RD	275904-	5/17/2023	5/26/2023	43.91	
394	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	PUBLIC SAFETY-OUTLETS BEHIND	085473-	5/17/2023	5/26/2023	58.68	
395	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	PLEASANT GROVE- SOCCER FIELD-	105221-	5/17/2023	5/26/2023	64.32	
396	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	PLEASANT GROVE- ELEC SERVICE-	105221-	5/17/2023	5/26/2023	77.91	
397	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	REGISTRAR OFFICE- SUITE 116	85473-	5/17/2023	5/26/2023	120.47	
398	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	PLEASANT GROVE- 400A- FOR USE	105221-	5/17/2023	5/26/2023	124.44	
399	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	CONVENIENCE CENTER-LANDFILL-	275904-	5/17/2023	5/26/2023	141.40	
400	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	REGISTRAR OFFICE -SUITE 115	85473-	5/17/2023	5/26/2023	165.23	
401	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	E911 TOWER- VFW HALL- 2977	275904-	5/17/2023	5/26/2023	196.44	
402	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	PLEASANT GROVE HOUSE- 271	275904-	5/17/2023	5/26/2023	238.66	
403	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	E911 TOWER-LANDFILL- 11206 W	084783-	5/17/2023	5/26/2023	255.64	
404	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	E911 TOWER-COLUMBIA SCHOOL-	085473-	5/17/2023	5/26/2023	259.23	
405	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	E911 TOWER- PUBLIC SAFETY	275904-	5/17/2023	5/26/2023	430.20	
406	CENTRAL VA ELECTRIC COOP	STREET LIGHTS	PUBLIC SAFETY- STREET LIGHTS	085473-	5/17/2023	5/26/2023	82.69	
407	CINTAS	MAINTENANCE CONTRACTS	FCPW-LANDFILL TRAILER: HARD	5158031141	5/11/2023	5/19/2023	72.28	
408	CINTAS	MAINTENANCE CONTRACTS	FCPW-ADMIN: ANTISEPTIC WIPES	8406251390	5/12/2023	5/19/2023	75.44	
409	CINTAS	MAINTENANCE CONTRACTS	FCPW-OFFICE:READY-RIP 3IN,	5158031132	5/11/2023	5/19/2023	218.03	
410	COMPUTER CABLING & TECHNOLOGY	MAINTENANCE CONTRACTS	FCPW-APRIL 2023 VUPS LOCATING	04302023	4/30/2023	5/5/2023	150.00	
411	CONNECT PARENT CORPORATION	TELECOMMUNICATIONS	FACILITES- PW EMERG LINE	309428096MAY2	5/16/2023	5/26/2023	56.63	
412	CONNECT PARENT CORPORATION	TELECOMMUNICATIONS	REGISTRAR OFFICE MONTHLY	309762613MAY2	5/16/2023	5/26/2023	59.87	
413	CONNECT PARENT CORPORATION	TELECOMMUNICATIONS	FACILITIES- CIRCUIT COURT-	310338742MAY2	5/16/2023	5/26/2023	68.34	
414	CONNECT PARENT CORPORATION	TELECOMMUNICATIONS	FACILITIES- 72 MAIN ST. ALARM	309697981MAY2	5/16/2023	5/26/2023	73.61	
415	CONNECT PARENT CORPORATION	TELECOMMUNICATIONS	FACILITIES- PERFORMING ARTS-	309898636MAY2	5/16/2023	5/26/2023	147.73	
416	CONNECT PARENT CORPORATION	TELECOMMUNICATIONS	PALMYRA RESCUE SQUAD	310110229MAY2	5/16/2023	5/26/2023	224.98	
417	CONNECT PARENT CORPORATION	TELECOMMUNICATIONS	FACILIITES- 13 LINES- ELEVATORS	309363296MAY2	5/16/2023	5/26/2023	668.57	
418	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	OLD STONE JAIL	1424085007MAY	4/26/2023	5/5/2023	88.45	
419	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	RESCUE SQUAD- PALMYRA- 90	4894115007MAY	4/26/2023	5/5/2023	252.41	
420	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	LARGE BALLFIELD- LIGHTS	3023889169MAY	4/26/2023	5/5/2023	324.36	
421	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	PERFORMING ARTS CENTER	4144237502MAY	4/26/2023	5/5/2023	358.61	
422	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	FIRE STATION-PALMYRA	1005898992MAY	4/26/2023	5/5/2023	487.92	

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423	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	HISTORIC COURTHOUSE	1144090006MAY	4/26/2023	5/5/2023	492.04	
424	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	TREASURER'S OFFICE	1024205005MAY	4/26/2023	5/5/2023	526.72	
425	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	CARYSBROOK GYMNASIUM	84297506MAY23	4/26/2023	5/5/2023	527.36	
426	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	SOCIAL SERVICES BUILDING	74032509MAY23	4/26/2023	5/5/2023	976.60	
427	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	ADMINISTRATION BUILDING	1404067504MAY	4/26/2023	5/5/2023	1,259.34	
428	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	COURTS BUILDING	8895892548MAY	4/26/2023	5/5/2023	4,038.07	
429	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	HOUSING OFFICE (2 STORY	1134080009MAY	4/29/2023	5/12/2023	10.06	
430	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	211 MAIN ST	1284152509MAY	4/29/2023	5/12/2023	35.09	
431	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	CELL TOWER @ FIRE STATION-	5699060132MAY	4/29/2023	5/12/2023	52.21	
432	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	IT DEPARTMENT OFFICE-51 COURT	1114097502MAY	4/29/2023	5/12/2023	60.23	
433	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	PUBLIC WORKS OFFICE-197 MAIN	1304130006MAY	4/29/2023	5/12/2023	105.32	
434	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	LARGE BALLFIELD- CONCESSIONS	692200942MAY2	4/29/2023	5/12/2023	105.83	
435	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	WEAVER BUILDING (NEE CSA	1124090000MAY	4/29/2023	5/12/2023	134.10	
436	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	SMALL BALLFIELD-CONCESSIONS	274195007MAY2	4/29/2023	5/12/2023	145.36	
437	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	CELL TOWER@ 1038 BREMO RD	6260822157MAY	4/29/2023	5/12/2023	180.29	
438	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	COMMONWEALTH'S ATTORNEY-	6274752663MAY	4/29/2023	5/12/2023	249.92	
439	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	PUBLIC WORKS MAINTENANCE	2554330007MAY	4/29/2023	5/12/2023	340.89	
440	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	FIRE STATION- FORK UNION- 5753	4834680458MAY	4/27/2023	5/12/2023	459.30	
441	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	COMMUNITY CENTER &	4331888158MAY	4/27/2023	5/12/2023	673.73	
442	DOMINION VIRGINIA POWER	STREET LIGHTS	COLUMBIA STREET LIGHTS	4210122349MAY	4/29/2023	5/12/2023	238.85	
443	DOMINION VIRGINIA POWER	STREET LIGHTS	PALMYRA VILLAGE- STREET	3595578927MAY	4/29/2023	5/12/2023	572.15	
444	FORK UNION SANITARY DISTRICT	SEWER SERVICES	REGISTRAR 211 MAIN STREET	201300-	5/15/2023	5/26/2023	10.00	
445	FORK UNION SANITARY DISTRICT	SEWER SERVICES	FLUVANNA PUBLIC WORKS 197	201100-	5/15/2023	5/26/2023	11.53	
446	FORK UNION SANITARY DISTRICT	SEWER SERVICES	PLEASANT GROVE HOUSE 1730	206800-	5/15/2023	5/26/2023	21.48	
447	FORK UNION SANITARY DISTRICT	SEWER SERVICES	FLUCO LIBRARY 214 COMMONS	206100-	5/15/2023	5/26/2023	24.54	
448	FORK UNION SANITARY DISTRICT	SEWER SERVICES	PUBLIC SAFETY BLDG 160	206000-	5/15/2023	5/26/2023	26.07	
449	FORK UNION SANITARY DISTRICT	SEWER SERVICES	FLUVANNA ADMIN BLDG 132 MAIN	200300-	5/15/2023	5/26/2023	26.83	
450	FORK UNION SANITARY DISTRICT	SEWER SERVICES	COMMONWEALTH ATTORNEY 181	201000-	5/15/2023	5/26/2023	32.95	
451	FORK UNION SANITARY DISTRICT	SEWER SERVICES	FLUVANNA COURTS BUILDING 72	200200-	5/15/2023	5/26/2023	41.37	
452	FORK UNION SANITARY DISTRICT	WATER SERVICES	CARYSBROOK BASEBALL FIELD	11259-	5/15/2023	5/26/2023	21.00	
453	FORK UNION SANITARY DISTRICT	WATER SERVICES	CARYSBROOK SOFTBALL FIELD	11266-	5/15/2023	5/26/2023	21.00	
454	FORK UNION SANITARY DISTRICT	WATER SERVICES	FLUVANNA COUNTY-FIRE HOUSE	11121-	5/15/2023	5/26/2023	24.30	
455	FORK UNION SANITARY DISTRICT	WATER SERVICES	CARYSBROOK BUILDING 8880	11265-	5/15/2023	5/26/2023	51.80	
456	FORK UNION SANITARY DISTRICT	WATER SERVICES	FLUVANNA COUNTY-FORK UNION	11120-	5/15/2023	5/26/2023	59.50	
457	FORK UNION SANITARY DISTRICT	WATER SERVICES	FLUVANNA GYM 8878 JAMES	11260-	5/15/2023	5/26/2023	83.70	
458	GFL ENVIRONMENTAL HOLDINGS (US),	MAINTENANCE CONTRACTS	FCPW-FLUV RESCUE SQ TRASH	KC0000303411	5/15/2023	5/26/2023	26.60	
459	REPUBLIC SERVICES #410	MAINTENANCE CONTRACTS	FCPW- WASTE P/U- F. PUBLIC	0410-000766628	4/30/2023	5/5/2023	590.95	
460	SHRED-IT USA LLC	LEASE/RENT	FCPW-REG SRVC FCSO,ADMIN	8003889021	5/3/2023	5/12/2023	230.82	


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461	TECHNIRAIN LIGHTING AND	MAINTENANCE CONTRACTS	FCPR-HOUR LABOR-DAVE NOWAK,	3693	4/23/2023	5/5/2023	335.79	
462	THE BLOSSMAN COMPANIES, INC.	HEATING SERVICES	FCPW-15704 W RIVER RD-	23992165	5/5/2023	5/12/2023	539.93	
463	THE SUPPLY ROOM	LEASE/RENT	FCPW- WATER ORDERS	5911930-033123	3/31/2023	5/5/2023	229.77	
464	THE SUPPLY ROOM	LEASE/RENT	FCPW-WATER ORDERS	5911930-043023	4/30/2023	5/5/2023	229.77	
465	THE SUPPLY ROOM	WATER SERVICES	FCPW- WATER ORDERS	5911930-033123	3/31/2023	5/5/2023	461.16	
466	THE SUPPLY ROOM	WATER SERVICES	FCPW-WATER ORDERS	5911930-043023	4/30/2023	5/5/2023	516.06	
467	TIGER FUEL COMPANY	HEATING SERVICES	FCPW-NEW CTHOUSE HEATING	462547	5/11/2023	5/19/2023	1,335.99	
468	VIRGINIA UTILITY PROTECTION	MAINTENANCE CONTRACTS	FCPW-TRANSMISSIONS (7) FLU591	04230167	4/30/2023	5/12/2023	7.35	
469						<b>Total:</b>	<b>\$29,657.39</b>	
470								
471	<b>PUBLIC WORKS</b>							
472	CANON FINANCIAL SERVICES, INC.	LEASE/RENT	FCPW-CHARGE & EQ SCHED FOR	30399995	4/23/2023	5/5/2023	273.00	
473	LOWE'S	GENERAL MATERIALS AND	FCPW-FUSD: MONTHLY	99000330383/4-	4/25/2023	5/19/2023	76.87	
474	VERIZON WIRELESS	TELECOMMUNICATIONS	MULTIPLE DEPTS WIRELESS	9935294168	5/19/2023	5/26/2023	90.58	
475						<b>Total:</b>	<b>\$440.45</b>	
476								
477	<b>CONVENIENCE CENTER</b>							
478	BANK OF AMERICA	OFFICE SUPPLIES	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	106.45	
479	BFI - FLUVANNA TRANSFER STATION	CONTRACT SERVICES	FCPW-MSW AND RECYCLABLES	4347-000006861	4/30/2023	5/19/2023	6,874.41	
480	REPUBLIC SERVICES #410	CONTRACT SERVICES	FCPW-WASTE PICKUP SRVC-	0410-000766100	4/30/2023	5/19/2023	7,680.00	
481	VERIZON WIRELESS	TELECOMMUNICATIONS	MULTIPLE DEPTS WIRELESS	9935294168	5/19/2023	5/26/2023	41.66	
482						<b>Total:</b>	<b>\$14,702.52</b>	
483								
484	<b>PUBLIC UTILITIES</b>							
485	ALBEMARLE LOCK & SAFE, INC.	GENERAL MATERIALS AND	FUSD-ITEM#935 KEY : 4.00 QTY 6	116006	5/16/2023	5/19/2023	24.00	
486	AMAZON CAPITAL SERVICES	GENERAL MATERIALS AND	FUSD-TECHBEE INDOOR DIGITAL	1PQD-FCJX-	5/8/2023	5/12/2023	23.39	
487	AMAZON CAPITAL SERVICES	GENERAL MATERIALS AND	FUSD-INSPIRE BLACK NITRILE	13J0-WF46-	5/22/2023	5/26/2023	63.74	
488	AMAZON CAPITAL SERVICES	GENERAL MATERIALS AND	FUSD-BISUPPLY 55 GALLON DRUM	1XWG-JTFV-	5/21/2023	5/26/2023	168.21	
489	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	FUSD-SHARPIE RETRACTABLE	1FPM-3WTJ-	4/28/2023	5/5/2023	29.41	
490	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	FUSD-ONESPACE CRAFT STATION	14HC-XQTF-	5/2/2023	5/5/2023	493.06	
491	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	FUSD-CANON COLOR IMAGECLASS	1KD9-T7WG-	4/28/2023	5/5/2023	855.17	
492	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	FUSD-BEYONDTEK 12MM X 8M	1PQD-FCJX-	5/8/2023	5/12/2023	44.97	
493	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	FUSD-TEYYVN 13 GAL TALL	1LKW-9J7X-	5/9/2023	5/12/2023	120.58	
494	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	FUSD-STERILITE 13 GAL PLASTIC	1XWJ-3QLF-	5/9/2023	5/12/2023	193.98	
495	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	FUSD-24 PACK SAFER-HOME	1HFP-NKXW-	5/17/2023	5/26/2023	139.30	
496	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	FUSD-WANAI COMPACT	11HD-HNCD-	5/20/2023	5/26/2023	221.89	
497	BANK OF AMERICA	CONVENTION AND	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	100.00	
498	BANK OF AMERICA	GENERAL MATERIALS AND	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	27.98	

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499	BANK OF AMERICA	GENERAL MATERIALS AND	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	175.50	
500	BANK OF AMERICA	GENERAL MATERIALS AND	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	221.91	
501	BANK OF AMERICA	GENERAL MATERIALS AND	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	299.00	
502	BANK OF AMERICA	POSTAL SERVICES	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	9.65	
503	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	PLEASANT GROVE-DOG PARK	203061-	5/17/2023	5/26/2023	30.76	
504	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	PLEASANT GROVE- COMPETITION	105221-	5/17/2023	5/26/2023	151.38	
505	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	PUMP HOUSE- COURTS BUILDING	4501632147MAY	4/26/2023	5/12/2023	159.25	
506	HD SUPPLY, INC	GENERAL MATERIALS AND	FUSD-KNIFE QUICK CHANGE	352363	4/27/2023	5/19/2023	720.21	
507	INBODEN ENVIRONMENTAL	OUTSIDE ANALYTICAL	FUSD-WASTEWATER MONITORING-	78068	4/27/2023	5/5/2023	491.70	
508	INBODEN ENVIRONMENTAL	OUTSIDE ANALYTICAL	FUSD-WASTEWATER MONITORING-	78069	4/27/2023	5/5/2023	623.70	
509	INBODEN ENVIRONMENTAL	OUTSIDE ANALYTICAL	FCPW-CARYSBROOK WWTP	78250	5/11/2023	5/19/2023	110.00	
510	INBODEN ENVIRONMENTAL	OUTSIDE ANALYTICAL	FCPW-CENTRAL WWTP	78251	5/11/2023	5/19/2023	143.00	
511	INBODEN ENVIRONMENTAL	OUTSIDE ANALYTICAL	FUSD-CARYSBROOK WWTP	78308	5/16/2023	5/26/2023	161.70	
512	INBODEN ENVIRONMENTAL	OUTSIDE ANALYTICAL	FUSD-CENTRAL WWTP	78307	5/16/2023	5/26/2023	194.70	
513	JAMES RIVER SOLUTIONS	VEHICLE FUEL	COST OF FUEL FOR VARIOUS	05022023	5/2/2023	5/12/2023	634.37	
514	JONES AUTOMOTIVE/ALL STAR AUTO	VEHICLES REP & MAINT	FUSD-INV 677567:CAR WASH	042923	4/29/2023	5/12/2023	109.47	
515	LOWE'S	GENERAL MATERIALS AND	FCPW-FUSD: MONTHLY	99000330383/4-	4/25/2023	5/19/2023	350.96	
516	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	MULTIPLE DEPTS POSTAGE USAGE	80009090015156	5/18/2023	5/26/2023	301.53	
517	RIVANNA WATER & SEWER	CONTRACT SERVICES	FUSD-WASTE DISPOSAL (6:00AM-	INV13330	4/25/2023	5/5/2023	230.27	
518	SYDNOR HYDRO, INC.	BLDGS EQUIP REP & MAINT	FUSD-CARSYBROOK SRVC:	2216C	1/31/2023	5/26/2023	1,321.52	
519	UNIFIRST CORP	LAUNDRY AND DRY	FCPW- FUSD- MONTHLY	043023	4/30/2023	5/12/2023	161.08	
520	UNIVAR USA, INC.	CHEMICAL SUPPLIES	FUSD-CAUSTIC SODA 25% DR452	51113691	4/28/2023	5/5/2023	3,144.27	
521	UNIVAR USA, INC.	CHEMICAL SUPPLIES	FUSD-SOD HYPO 12.5%	51141370	5/10/2023	5/19/2023	2,210.92	
522	VERIZON WIRELESS	TELECOMMUNICATIONS	FUSD-MONTHLY STATEMENT FOR	9933552298	4/27/2023	5/12/2023	151.69	
523	VERIZON WIRELESS	TELECOMMUNICATIONS	MULTIPLE DEPTS WIRELESS	9935294168	5/19/2023	5/26/2023	366.49	
524	VIRGINIA UTILITY PROTECTION	DUES OR ASSOCIATION	FUSD-TRANSMISSIONS QTY (22),	04230218	4/30/2023	5/5/2023	23.10	
525						<b>Total:</b>	<b>\$15,003.81</b>	
526								
527	<b>VJCCCA</b>							
528	LIVE OAK MENTORING LLC	PROFESSIONAL SERVICES	CT SRVCS-7 HRS OF LIFE SKILL	050523	5/5/2023	5/12/2023	420.00	
529	SATELLITE TRACKING OF PEOPLE LLC	PROFESSIONAL SERVICES	PYMT FOR FLUV YOUTH	STPINV0011743	4/30/2023	5/12/2023	93.00	
530	SATELLITE TRACKING OF PEOPLE LLC	PROFESSIONAL SERVICES	PYMT FOR FLUV YOUTH#1066134	STPINV0011599	3/31/2023	5/12/2023	117.80	
531	THE METOCHOI GROUP	PROFESSIONAL SERVICES	CT SRVC-PYMT FOR FLUV YOUTH	16F01423	4/30/2023	5/12/2023	60.00	
532	XTRA MILE, LLC	PROFESSIONAL SERVICES	CT SRVCS- 11HRS@ \$50/HR	200929	5/9/2023	5/12/2023	550.00	
533						<b>Total:</b>	<b>\$1,240.80</b>	
534								
535	<b>CSA</b>							
536	BANK OF AMERICA	FOOD SUPPLIES	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	4.49	



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537	BANK OF AMERICA	OFFICE SUPPLIES	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	4.21	
538	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	MULTIPLE DEPTS POSTAGE USAGE	80009090015156	5/18/2023	5/26/2023	31.20	
539	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	MONTHLY STATEMENT MULTIPLE	8070107284	4/29/2023	5/5/2023	108.02	
540	VERIZON WIRELESS	TELECOMMUNICATIONS	MULTIPLE DEPTS WIRELESS	9935294168	5/19/2023	5/26/2023	40.29	
541								
542								
						<b>Total:</b>	<b>\$188.21</b>	
543	<b>CSA PURCHASE OF SERVICES</b>							
544	1VISION MENTORING LLC	COMM SVCS		P04925280981	4/30/2023	5/5/2023	120.00	
545	1VISION MENTORING LLC	COMM SVCS		P04925280778	4/30/2023	5/5/2023	360.00	
546	1VISION MENTORING LLC	COMM SVCS		P04925280283	4/30/2023	5/5/2023	450.00	
547	1VISION MENTORING LLC	COMM SVCS		P04925285482	4/30/2023	5/5/2023	570.00	
548	1VISION MENTORING LLC	COMM SVCS		P03925280094	3/31/2023	5/5/2023	870.00	
549	1VISION MENTORING LLC	COMM SVCS		P04925279380	4/30/2023	5/5/2023	1,017.50	
550	1VISION MENTORING LLC	COMM SVCS		P04925279779	4/30/2023	5/5/2023	1,500.00	
551	1VISION MENTORING LLC	NON-MAND COMM BASED		P04925279501	4/30/2023	5/5/2023	522.50	
552	1VISION MENTORING LLC	POS MANDATED WSS		P04925279603	4/30/2023	5/5/2023	440.00	
553	C.M. MENTORING SERVICES LLC	NON-MAND COMM BASED		P04925281302	4/30/2023	5/5/2023	600.00	
554	C.M. MENTORING SERVICES LLC	POS MANDATED WSS		P04925281005	4/30/2023	5/5/2023	1,200.00	
555	C.M. MENTORING SERVICES LLC	POS MANDATED WSS		P04925281204	4/30/2023	5/5/2023	1,500.00	
556	ELK HILL	POS MANDATED SPED-		P03925284374	3/31/2023	5/5/2023	3,430.00	
557	ELK HILL	POS MANDATED SPED-		P04925247059	4/30/2023	5/26/2023	3,430.00	
558	ELK HILL	POS MANDATED SPED-		P04925247157	4/30/2023	5/26/2023	3,430.00	
559	ELK HILL	POS MANDATED SPED-		P04925252058	4/30/2023	5/26/2023	3,430.00	
560	ELK HILL	POS MANDATED SPED-		P04925284360	4/30/2023	5/26/2023	3,675.00	
561	HEALTH CONNECT AMERICA	POS MANDATED SPED-		P04925285973	4/30/2023	5/5/2023	140.00	
562	HEALTH CONNECT AMERICA	POS MANDATED SPED-		P09925285977	9/30/2022	5/5/2023	210.00	
563	HEALTH CONNECT AMERICA	POS MANDATED SPED-		P03925285975	3/31/2023	5/5/2023	280.00	
564	HEALTH CONNECT AMERICA	POS MANDATED SPED-		P10925285976	10/31/2022	5/5/2023	280.00	
565	HEALTH CONNECT AMERICA	POS MANDATED SPED-		P04925247772	4/30/2023	5/5/2023	4,340.00	
566	HEALTH CONNECT AMERICA	POS MANDATED SPED-		P02925285914	2/28/2023	5/12/2023	70.00	
567	HEALTH CONNECT AMERICA	POS MANDATED SPED-		P11925285915	11/30/2022	5/12/2023	140.00	
568	HEALTH CONNECT AMERICA	POS MANDATED SPED-		P04925260010	4/30/2023	5/12/2023	4,200.00	
569	INTERCEPT HEALTH	FF4E-COMM SVCS		P09925291172	9/30/2022	5/26/2023	666.12	
570	INTERCEPT HEALTH	FF4E-COMM SVCS		P03925291069	3/7/2023	5/26/2023	1,332.24	
571	INTERCEPT HEALTH	FF4E-COMM SVCS		P01925291267	1/10/2023	5/26/2023	2,220.40	
572	INTERCEPT HEALTH	FF4E-COMM SVCS		P02925290966	2/28/2023	5/26/2023	6,217.12	
573	INTERCEPT HEALTH	FF4E-COMM SVCS		P11925291170	11/30/2022	5/26/2023	6,661.20	
574	INTERCEPT HEALTH	FF4E-COMM SVCS		P01925290968	1/31/2023	5/26/2023	6,883.24	



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575	INTERCEPT HEALTH	FF4E-COMM SVCS		P10925291171	10/31/2022	5/26/2023	6,883.24	
576	INTERCEPT HEALTH	FF4E-COMM SVCS		P12925290964	12/31/2022	5/26/2023	6,883.24	
577	INTERCEPT HEALTH	FF4E-COMM SVCS		P12925291265	12/31/2022	5/26/2023	6,883.24	
578	JW	POS MANDATED FFOP		P04925278899	4/30/2023	5/5/2023	609.00	
579	JW	POS MANDATED FFOP		P04925286300	4/30/2023	5/5/2023	1,344.00	
580	LIFES PRECIOUS ANGELS,LLC	COMM SVCS		P04925267135	4/30/2023	5/19/2023	1,300.00	
581	LIVE OAK MENTORING LLC	COMM SVCS		P04925273616	4/30/2023	5/12/2023	1,200.00	
582	LIVE OAK MENTORING LLC	COMM SVCS		P04925273717	4/30/2023	5/12/2023	1,320.00	
583	LIVE OAK MENTORING LLC	NON-MAND COMM BASED		P04925286427	4/30/2023	5/12/2023	1,080.00	
584	LIVE OAK MENTORING LLC	NON-MAND COMM BASED		P05925286480	5/31/2023	5/26/2023	1,200.00	
585	LIVE OAK MENTORING LLC	POS MANDATED WSS		P04925285806	4/30/2023	5/5/2023	960.00	
586	LIVE OAK MENTORING LLC	POS MANDATED WSS		P04925285553	4/30/2023	5/19/2023	1,200.00	
587	LIVE OAK MENTORING LLC	POS MANDATED WSS		P04925286554	4/30/2023	5/19/2023	1,800.00	
588	LIVE OAK MENTORING LLC	POS MANDATED WSS		P05925285584	5/31/2023	5/26/2023	1,200.00	
589	PARACLETE THERAPEUTICS LLC	POS MANDATED WSS		P04925281755	4/30/2023	5/19/2023	1,500.00	
590	PARACLETE THERAPEUTICS LLC	POS MANDATED WSS		P04925281856	4/30/2023	5/19/2023	2,100.00	
591	PEOPLE PLACES, INC.	COMM SVCS		P04925289936	4/30/2023	5/19/2023	165.00	
592	PEOPLE PLACES, INC.	COMM SVCS		P03925289140	3/31/2023	5/19/2023	330.00	
593	PEOPLE PLACES, INC.	COMM SVCS		P04925289637	4/30/2023	5/19/2023	330.00	
594	PEOPLE PLACES, INC.	COMM SVCS		P03925289841	3/31/2023	5/19/2023	350.00	
595	PEOPLE PLACES, INC.	TFC LIC. RES CONG CARE		P04925289745	4/30/2023	5/19/2023	224.00	
596	PEOPLE PLACES, INC.	TFC LIC. RES CONG CARE		P04925290146	4/30/2023	5/19/2023	448.00	
597	PEOPLE PLACES, INC.	TFC LIC. RES CONG CARE		P04925290547	4/30/2023	5/19/2023	1,120.00	
598	PEOPLE PLACES, INC.	TFC LIC. RES CONG CARE		P04925289448	4/30/2023	5/19/2023	1,568.00	
599	PEOPLE PLACES, INC.	TFC LIC. RES CONG CARE		P04925289549	4/30/2023	5/19/2023	3,600.00	
600	PEOPLE PLACES, INC.	TFC LIC. RES CONG CARE		P04925289250	4/30/2023	5/19/2023	4,200.00	
601	PEOPLE PLACES, INC.	TFC LIC. RES CONG CARE		P04925290051	4/30/2023	5/19/2023	4,200.00	
602	PEOPLE PLACES, INC.	TFC LIC. RES CONG CARE		P04925290352	4/30/2023	5/19/2023	4,200.00	
603	PIEDMONT FAMILY YMCA	COMM SVCS		P03925288142	3/31/2023	5/19/2023	150.00	
604	PIEDMONT FAMILY YMCA	COMM SVCS		P04925288138	4/30/2023	5/19/2023	600.00	
605	RIVERBEND INTEGRATIVE TRAUMA	POS MANDATED WSS		P04925290881	4/30/2023	5/26/2023	150.00	
606	RIVERBEND INTEGRATIVE TRAUMA	POS MANDATED WSS		P12925290782	12/31/2022	5/26/2023	150.00	
607	RIVERBEND INTEGRATIVE TRAUMA	POS MANDATED WSS		P03925290883	3/31/2023	5/26/2023	300.00	
608	THE FAISON CENTER, INC	POS MANDATED SPED-		P04925251911	4/30/2023	5/12/2023	4,530.00	
609	THE FAISON CENTER, INC	POS MANDATED SPED-		P04925259912	4/30/2023	5/12/2023	8,295.00	
610	THE LAFAYETTE SCHOOL	POS MANDATED SPED-		P04925278213	4/30/2023	5/12/2023	4,590.00	
611	THE LAFAYETTE SCHOOL	POS MANDATED SPED-		P04925260461	4/30/2023	5/26/2023	4,590.00	
612	THE LAFAYETTE SCHOOL	POS MANDATED SPED-		P03925260463	3/31/2023	5/26/2023	6,426.00	

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613	TH	POS MANDATED FFOP		P04925237443	4/30/2023	5/19/2023	772.00	
614	TH	POS MANDATED FFOP		P04925237544	4/30/2023	5/19/2023	772.00	
615	TH	POS MANDATED FFOP		P04925291373	4/30/2023	5/26/2023	1,792.00	
616	TH	POS MANDATED FFOP		P04925291474	4/30/2023	5/26/2023	2,016.00	
617	UNITED METHODIST FAMILY	POS MAND THER FC 4E		P02925277177	2/28/2023	5/26/2023	2,811.20	
618	UNITED METHODIST FAMILY	POS MAND THER FC 4E		P04925277275	4/30/2023	5/26/2023	3,012.00	
619	UNITED METHODIST FAMILY	POS MAND THER FC 4E		P01925277178	1/31/2023	5/26/2023	3,112.40	
620	UNITED METHODIST FAMILY	POS MAND THER FC 4E		P03925277279	3/31/2023	5/26/2023	3,112.40	
621	UNITED METHODIST FAMILY	POS MAND THER FC 4E		P12925277176	12/31/2022	5/26/2023	3,112.40	
622	UNITED METHODIST FAMILY	POS MANDATED SPED-		P08925248562	8/30/2022	5/26/2023	235.16	
623	VM	POS MANDATED FFOP		P04925237698	4/30/2023	5/5/2023	772.00	
624	VM	POS MANDATED FFOP		P04925274097	4/30/2023	5/5/2023	2,016.00	
625	XTRA MILE, LLC	COMM SVCS		P04925283484	4/30/2023	5/5/2023	825.00	
626	XTRA MILE, LLC	COMM SVCS		P03925274795	3/31/2023	5/5/2023	1,100.00	
627	XTRA MILE, LLC	COMM SVCS		P04925275093	4/30/2023	5/5/2023	1,375.00	
628	XTRA MILE, LLC	COMM SVCS		P04925282889	4/30/2023	5/5/2023	1,375.00	
629	XTRA MILE, LLC	COMM SVCS		P04925282990	4/30/2023	5/5/2023	1,375.00	
630	XTRA MILE, LLC	COMM SVCS		P04925282185	4/30/2023	5/5/2023	1,650.00	
631	XTRA MILE, LLC	COMM SVCS		P04925282586	4/30/2023	5/5/2023	1,650.00	
632	XTRA MILE, LLC	COMM SVCS		P04925282687	4/30/2023	5/5/2023	1,650.00	
633	XTRA MILE, LLC	COMM SVCS		P04925282788	4/30/2023	5/5/2023	1,650.00	
634	XTRA MILE, LLC	COMM SVCS		P03925283296	3/31/2023	5/5/2023	1,925.00	
635	XTRA MILE, LLC	COMM SVCS		P04925283291	4/30/2023	5/5/2023	1,925.00	
636	XTRA MILE, LLC	COMM SVCS		P04925283392	4/30/2023	5/5/2023	2,200.00	
637	XTRA MILE, LLC	COMM SVCS		P04925283720	4/30/2023	5/12/2023	825.00	
638	XTRA MILE, LLC	COMM SVCS		P04925283818	4/30/2023	5/12/2023	825.00	
639	XTRA MILE, LLC	COMM SVCS		P04925283919	4/30/2023	5/12/2023	825.00	
640	XTRA MILE, LLC	COMM SVCS		P04925274821	4/30/2023	5/12/2023	935.00	
641	XTRA MILE, LLC	COMM SVCS		P04925283122	4/30/2023	5/12/2023	990.00	
642	XTRA MILE, LLC	COMM SVCS		P04925274723	4/30/2023	5/12/2023	1,100.00	
643	XTRA MILE, LLC	COMM SVCS		P04925286224	4/30/2023	5/12/2023	1,595.00	
644	XTRA MILE, LLC	COMM SVCS		P04925282025	4/30/2023	5/12/2023	1,650.00	
645	XTRA MILE, LLC	COMM SVCS		P04925286139	4/30/2023	5/19/2023	1,072.50	
646	XTRA MILE, LLC	FF4E-COMM SVCS		P04925282226	4/30/2023	5/12/2023	1,375.00	
647	XTRA MILE, LLC	NON-MAND COMM BASED		P04925274628	4/30/2023	5/12/2023	1,045.00	
648	XTRA MILE, LLC	POS MANDATED WSS		P03925282309	3/31/2023	5/5/2023	990.00	
649	XTRA MILE, LLC	POS MANDATED WSS		P04925273008	4/30/2023	5/5/2023	1,100.00	
650	XTRA MILE, LLC	POS MANDATED WSS		P04925278007	4/30/2023	5/5/2023	1,100.00	


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651	XTRA MILE, LLC	POS MANDATED WSS		P04925282329	4/30/2023	5/12/2023	550.00	
652	XTRA MILE, LLC	POS MANDATED WSS		P04925282430	4/30/2023	5/12/2023	935.00	
653	XTRA MILE, LLC	POS MANDATED WSS		P04925272931	4/30/2023	5/12/2023	990.00	
654	XTRA MILE, LLC	POS MANDATED WSS		P03925286034	3/31/2023	5/12/2023	1,100.00	
655	XTRA MILE, LLC	POS MANDATED WSS		P04925277733	4/30/2023	5/12/2023	1,375.00	
656	XTRA MILE, LLC	POS MANDATED WSS		P04925283532	4/30/2023	5/12/2023	1,375.00	
657						<b>Total:</b>	<b>\$212,152.10</b>	
658								
659	<b>PARKS &amp; RECREATION</b>							
660	AMAZON CAPITAL SERVICES	BLDGS EQUIP REP & MAINT	FCPR-MARKWORT YOUTH LEAGUE	1LVP-QKXY-	4/14/2023	5/26/2023	26.95	
661	AMAZON CAPITAL SERVICES	RECREATIONAL SUPPLIES	FCPR-LASFIT FLOOR MATS FOR	1GTR-WDW9-	5/3/2023	5/12/2023	134.99	
662	AMAZON CAPITAL SERVICES	RECREATIONAL SUPPLIES	FCPR-MARKWORT YOUTH LEAGUE	1LVP-QKXY-	4/14/2023	5/26/2023	71.49	
663	ASHLEIGH Y. MORRIS	PROFESSIONAL SERVICES	FCPR-DOG CLINIC 5/23/23	INV#29	5/24/2023	5/26/2023	160.00	
664	ASHLEIGH Y. MORRIS	PROFESSIONAL SERVICES	FCPR-DOG CLASS 5/8-5/22/23	INV#28	5/23/2023	5/26/2023	440.00	
665	AUTOMATED OFFICE SYSTEMS	LEASE/RENT	FCPR-CONT ID#4538 FOR 3/31-	105086	4/27/2023	5/5/2023	28.50	
666	BANK OF AMERICA	CONVENTION AND	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	160.00	
667	BANK OF AMERICA	RECREATIONAL SUPPLIES	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	33.20	
668	BANK OF AMERICA	RECREATIONAL SUPPLIES	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	39.98	
669	BANK OF AMERICA	RECREATIONAL SUPPLIES	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	49.96	
670	BANK OF AMERICA	RECREATIONAL SUPPLIES	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	63.18	
671	BANK OF AMERICA	RECREATIONAL SUPPLIES	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	122.96	
672	BANK OF AMERICA	RECREATIONAL SUPPLIES	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	178.98	
673	BANK OF AMERICA	RECREATIONAL SUPPLIES	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	243.75	
674	BANK OF AMERICA	RECREATIONAL SUPPLIES	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	283.99	
675	BANK OF AMERICA	RECREATIONAL SUPPLIES	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	436.11	
676	BANK OF AMERICA	SITE IMPROVEMENTS	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	446.50	
677	BONNIE SNODDY	PROFESSIONAL SERVICES	FCPR-KARATE SESSION 3: 4/12-	INV#24	5/15/2023	5/19/2023	365.40	
678	CINTAS	CONTRACT SERVICES	FCPR- FRONT OFFICE: HARD	5158031192	5/11/2023	5/19/2023	16.06	
679	CONNECT PARENT CORPORATION	TELECOMMUNICATIONS	FCPR-MONTHLY STATEMENT FOR	309373828MAY2	5/16/2023	5/26/2023	55.12	
680	FLUVANNA ACE HARDWARE	SITE IMPROVEMENTS	INV 96253 CONCRETE MIX	ACCT 341/	4/30/2023	5/12/2023	35.94	
681	FLUVANNA REVIEW	ADVERTISING	FCPR-FR 1/4-13X, CARNIVAL	2023F19-12	5/11/2023	5/26/2023	145.00	
682	HAROLD BOYD	PROFESSIONAL SERVICES	FCPR-T-BALL: 4/15-5/20/23	INV#26	5/15/2023	5/19/2023	1,638.00	
683	HEATHER ANTONACCI	PROFESSIONAL SERVICES	FCPR-HORSEBACK RIDING	INV#27	5/22/2023	5/26/2023	196.00	
684	HUMMINGBIRD HILL NATIVE PLANT	RECREATIONAL SUPPLIES	FCPR-ERAGROSTIS SPECTABILIS-	04292023	4/29/2023	5/5/2023	128.00	
685	HUMMINGBIRD HILL NATIVE PLANT	RECREATIONAL SUPPLIES	FCPR-SISYRINCHIUM	05102023	5/10/2023	5/19/2023	24.00	
686	JAMES RIVER SOLUTIONS	VEHICLE FUEL	COST OF FUEL FOR VARIOUS	05022023	5/2/2023	5/12/2023	685.49	
687	MOJOHNS, INC.	CONTRACT SERVICES	FCPR-EQUESTRIAN FIELD	27349	5/1/2023	5/12/2023	92.50	
688	MOJOHNS, INC.	CONTRACT SERVICES	FCPR-POLE BARN PG PORTABLE	27350	5/1/2023	5/12/2023	92.50	

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689	MOJOHNS, INC.	CONTRACT SERVICES	PG BALL FIELDS PORTABEL	27598	5/1/2023	5/12/2023	92.50	
690	MOJOHNS, INC.	CONTRACT SERVICES	FCPR-CARYSBROOK HANICAP	27600	5/1/2023	5/12/2023	152.50	
691	MOJOHNS, INC.	CONTRACT SERVICES	FCPR-SOCCER FIELD @PG-	27599	5/1/2023	5/12/2023	232.50	
692	SHENANDOAH PUBLICATIONS, INC.	PRINTING AND BINDING	FCPR-BASE RATE, SUMMER	59407	4/20/2023	5/5/2023	1,691.43	
693	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	MONTHLY STATEMENT MULTIPLE	8070107284	4/29/2023	5/5/2023	157.91	
694	SUNBELT RENTALS, INC.	CONTRACT SERVICES	FCPR-NARROW VERTICAL MAST	139290542-0001	5/17/2023	5/26/2023	3,176.24	
695	THE NATURAL GARDEN, INC.	RECREATIONAL SUPPLIES	FCPR-ECHINACEA PURPUREA	1190	4/27/2023	5/5/2023	459.00	
696	VERIZON WIRELESS	TELECOMMUNICATIONS	MULTIPLE DEPTS WIRELESS	9935294168	5/19/2023	5/26/2023	161.16	
697						<b>Total:</b>	<b>\$12,517.79</b>	
698								
699	<b>LIBRARY</b>							
700	AMAZON CAPITAL SERVICES	BOOKS/PUBLICATIONS	LIBRARY-MARY POPPINS: 50TH	1LNT-DGMG-	5/1/2023	5/5/2023	6,662.93	
701	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	LIBRARY-MARY POPPINS: 50TH	1LNT-DGMG-	5/1/2023	5/5/2023	240.75	
702	BANK OF AMERICA	MAINTENANCE CONTRACTS	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	21.17	
703	BANK OF AMERICA	OFFICE SUPPLIES	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	251.96	
704	DEMCO INC	OFFICE SUPPLIES	LIBRARY-CTN DURAFOLD 14"H28"	7308925	5/12/2023	5/26/2023	129.97	
705	FIREFLY	TELECOMMUNICATIONS	LIBRARY-INTERNET FOR 5/1-	15623 MAY23	5/1/2023	5/5/2023	550.00	
706	MICROMARKETING LLC	BOOKS/PUBLICATIONS	LIBRARY- BEST STRANGERS IN	921183	4/27/2023	5/5/2023	130.56	
707	MICROMARKETING LLC	BOOKS/PUBLICATIONS	LIBRARY- ALPHA 1 CD CASAE, BMP	920868	4/25/2023	5/5/2023	187.07	
708	MICROMARKETING LLC	BOOKS/PUBLICATIONS	LIBRARY-AIRBNB FOR DUMMIES	921884	5/4/2023	5/12/2023	127.44	
709	MICROMARKETING LLC	BOOKS/PUBLICATIONS	LIBRARY- CODE NAME EDELWEISS	921612	5/4/2023	5/12/2023	141.92	
710	MICROMARKETING LLC	BOOKS/PUBLICATIONS	LIBRARY- EL GRAN ROBO DEL	922475	5/16/2023	5/26/2023	56.85	
711	OVERDRIVE	BOOKS/PUBLICATIONS	LIBRARY-EBOOK (7), AUDIOBOOK	03100DA231426	5/2/2023	5/12/2023	441.54	
712	OVERDRIVE	BOOKS/PUBLICATIONS	LIBRARY-EBOOKS (2)	03100DA231307	4/25/2023	5/19/2023	0.20	
713	OVERDRIVE	BOOKS/PUBLICATIONS	LIBRARY-EBOOKS (11)	03100DA231504	5/9/2023	5/19/2023	326.47	
714	OVERDRIVE	BOOKS/PUBLICATIONS	LIBRARY- EBOOK (29), AUDIOBOOK	03100CO231466	5/5/2023	5/19/2023	1,684.13	
715	OVERDRIVE	BOOKS/PUBLICATIONS	LIBRARY-EBOOK (4)	03100DA231577	5/16/2023	5/26/2023	157.97	
716	PROQUEST LLC	MAINTENANCE CONTRACTS	LIBRARY-HERITAGE QUEST	70775127	5/1/2023	5/5/2023	974.32	
717						<b>Total:</b>	<b>\$12,085.25</b>	
718								
719	<b>COUNTY PLANNER</b>							
720	BANK OF AMERICA	CONVENTION AND	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	110.05	
721	BANK OF AMERICA	SUBSISTENCE & LODGING	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	8.41	
722	BANK OF AMERICA	SUBSISTENCE & LODGING	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	10.00	
723	BANK OF AMERICA	SUBSISTENCE & LODGING	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023	11.11	
724	JAMES RIVER SOLUTIONS	VEHICLE FUEL	COST OF FUEL FOR VARIOUS	05022023	5/2/2023	5/12/2023	16.78	
725	JON-MIKEL WHALEN	SUBSISTENCE & LODGING	VA ASSOC FOR MAPPING & LAND	04272023	4/27/2023	5/5/2023	40.89	
726	VERIZON WIRELESS	TELECOMMUNICATIONS	MULTIPLE DEPTS WIRELESS	9935294168	5/19/2023	5/26/2023	40.29	

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727							<b>Total:</b>	<b>\$237.53</b>	
728									
729	<b>PLANNING COMMISSION</b>								
730	FLUVANNA REVIEW	ADVERTISING	COMM DEV-FR-1/4 X 13 PUBLIC	2023F17-7	4/27/2023	5/5/2023		143.75	
731	FLUVANNA REVIEW	ADVERTISING	COMM DEV-FR-1/4 PG AD PUBLIC	2023F17-8	4/27/2023	5/5/2023		143.75	
732	FLUVANNA REVIEW	ADVERTISING	COMM DEV-FR 1/4-13X PUBLIC	2023F14-11	4/6/2023	5/26/2023		143.75	
733	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	MULTIPLE DEPTS POSTAGE USAGE	80009090015156	5/18/2023	5/26/2023		22.20	
734							<b>Total:</b>	<b>\$453.45</b>	
735									
736	<b>BOARD OF ZONING APPEALS</b>								
737	FLUVANNA REVIEW	ADVERTISING	COMM DEV-FR 1/4 PG AD,PUBLIC	2023F18-11	5/4/2023	5/12/2023		287.50	
738	FLUVANNA REVIEW	ADVERTISING	COMM DEV-FR 1/4 PG AD PUBLIC	2023F19-11	5/11/2023	5/19/2023		143.75	
739							<b>Total:</b>	<b>\$431.25</b>	
740									
741	<b>ECONOMIC DEVELOPMENT</b>								
742	BANK OF AMERICA	CONVENTION AND	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023		25.00	
743	BANK OF AMERICA	CONVENTION AND	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023		160.00	
744	BANK OF AMERICA	DUES OR ASSOCIATION	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023		125.00	
745	COUNCIL FOR RURAL VIRGINIA	CONVENTION AND	ECON DEV-VRLI TUITION : FIRST	051023	5/10/2023	5/19/2023		1,750.00	
746	VERIZON WIRELESS	TELECOMMUNICATIONS	MULTIPLE DEPTS WIRELESS	9935294168	5/19/2023	5/26/2023		40.29	
747							<b>Total:</b>	<b>\$2,100.29</b>	
748									
749	<b>VA COOPERATIVE EXTENSION</b>								
750	BANK OF AMERICA	AGRICULTURAL SUPPLIES	MONTHLY STATEMENT FOR PC	STATEMENT	4/30/2023	5/19/2023		135.99	
751	KIMBERLY MAYO	AGRICULTURAL SUPPLIES	REIMBURSE-DOLLAR GENERAL-	05092	5/9/2023	5/12/2023		73.62	
752							<b>Total:</b>	<b>\$209.61</b>	
753									
754									
755	<b>Fund # - 302 CAPITAL IMPROVEMENT</b>								
756	<b>PUBLIC SAFETY CAPITAL PROJ</b>								
757	MAGIC CITY CDJR BEDFORD LLC	VEHICLE	2 DODGE CHARGER PURSUIT V6	FB10064	5/2/2023	5/19/2023		36,417.00	
758	MAGIC CITY CDJR BEDFORD LLC	VEHICLE	2 DODGE CHARGER PURSUIT V6	FB10065	5/2/2023	5/19/2023		36,417.00	
759							<b>Total:</b>	<b>\$72,834.00</b>	
760									
761	<b>SCHOOL OPS &amp; MAINT CAP PROJ</b>								
762	APT ACQUISITION AND	CONTRACT SERVICES	FCPS- FCHS TRACK SURFACE	R23-8025-21-1	3/31/2023	5/5/2023		26,630.00	
763	POWER & FLOW SOLUTIONS, LLC.	CONTRACT SERVICES	FCPS-FCHS FLANGED GLOBE	2645	12/22/2022	5/12/2023		4,320.60	
764							<b>Total:</b>	<b>\$30,950.60</b>	

	A	B	C	D	F	G	H	J
1	<b>County of Fluvanna</b>			<b>From Date: 5/1/2023</b>				
2	<b>Accounts Payable List</b>			<b>To Date: 5/31/2023</b>				
4	<b>Vendor Name</b>	<b>Charge To</b>	<b>Description</b>	<b>Invoice Number</b>	<b>Invoice Date</b>	<b>Check Date</b>	<b>Check Amount</b>	
765								
766								
					<b>302 CAPITAL IMPROVEMENT</b>		<b>Fund Total:</b>	<b>\$103,784.60</b>
767	<b>Fund # - 502 SEWER</b>							
768	<b>PALMYRA SEWER OPER EXPENSES</b>							
769	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	JAMES MADISON HWY SEWER	007129524547A	4/26/2023	5/5/2023		1,659.55
770	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	PALMYRA SEWAGE PUMP STATION	7712348080MAY	4/29/2023	5/12/2023		56.04
771	INBODEN ENVIRONMENTAL	OUTSIDE ANALYTICAL	FUSD-WASTEWATER MONITORING	78067	4/27/2023	5/5/2023		491.70
772	INBODEN ENVIRONMENTAL	OUTSIDE ANALYTICAL	FCPW-PALMYRA WWTP	78252	5/11/2023	5/19/2023		110.00
773	INBODEN ENVIRONMENTAL	OUTSIDE ANALYTICAL	FUSD-PALMYRA WWTP	78306	5/16/2023	5/26/2023		161.70
774							<b>Total:</b>	<b>\$2,478.99</b>
775								
776								
					<b>502 SEWER</b>		<b>Fund Total:</b>	<b>\$2,478.99</b>
777	<b>Fund # - 505 FORK UNION SANITARY DISTRICT</b>							
778	<b>FORK UNION SANITARY DISTRICT</b>							
779	USDA RURAL DEVELOPMENT	RDA BOND PAYABLE	FUSD DEBT SERVICE	052523	5/25/2023	5/25/2023		4,225.96
780							<b>Total:</b>	<b>\$4,225.96</b>
781								
782	<b>FUSD OPERATIONAL EXPENSES</b>							
783	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	OWENS WELL- 4308 JAMES	9004200003MAY	4/27/2023	5/12/2023		82.39
784	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	BREMO WELL- RT 666	8434345008MAY	4/27/2023	5/12/2023		117.47
785	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	FUSD OFFICE -15704 W. RIVER RD	8866300000MAY	4/29/2023	5/12/2023		388.18
786	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	MORRIS WELL/ WTP-41 EMERALD	9501772108MAY	4/27/2023	5/12/2023		1,674.51
787	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	COUNTY OF FLUVANNA FORK	007224360003	5/4/2023	5/19/2023		6.59
788	E.W. OWEN	LEASE/RENT	FUSD-WELL RENT	05012023	5/1/2023	5/5/2023		150.00
789	INBODEN ENVIRONMENTAL	OUTSIDE ANALYTICAL	FUSD-MORRIS WTP WASTEWATER	78232	5/4/2023	5/12/2023		18.70
790	INBODEN ENVIRONMENTAL	OUTSIDE ANALYTICAL	FUSD-OMOHUNDRO WWTP	78233	5/4/2023	5/12/2023		18.70
791	MOJOHNS, INC.	PURCHASE OF SERVICES	FUSD-FC WASTE WATER	27597	5/1/2023	5/12/2023		85.00
792	MOJOHNS, INC.	PURCHASE OF SERVICES	FUSD-EXTRA PUMPING/CLEANING	26468	3/22/2023	5/26/2023		65.00
793	PAYNE & HODOUS, LLC.	PROFESSIONAL SERVICES	PROF SRVCS-MATTER:17-7999,93-	050123-2	5/1/2023	5/12/2023		506.00
794	REPUBLIC SERVICES #410	BLDGS EQUIP REP & MAINT	FUSD-FUSD WASTE CONTAINER	0410-000765889	4/30/2023	5/12/2023		269.02
795	SYDNOR HYDRO, INC.	BLDGS EQUIP REP & MAINT	FUSD-OWENS WELL PUMP SRVC:	2216B	1/31/2023	5/26/2023		1,550.28
796	SYDNOR HYDRO, INC.	BLDGS EQUIP REP & MAINT	FUSD-OMOHUNDRO MAIN PUMP:	2216A	1/31/2023	5/26/2023		5,743.56
797	USDA RURAL DEVELOPMENT	REDEMPTION OF INTEREST	FUSD DEBT SERVICE	052523	5/25/2023	5/25/2023		734.04
798	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MULTIPLE DEPTS MONTHLY	T456901	5/4/2023	5/12/2023		201.11
799							<b>Total:</b>	<b>\$11,610.55</b>
800								
801								
					<b>505 FORK UNION SANITARY</b>		<b>Fund Total:</b>	<b>\$15,836.51</b>
802	<b>Fund # - 510 ZION XR WATER &amp; SEWER</b>							



	A	B	C	D	F	G	H	J
1	<b>County of Fluvanna</b>			<b>From Date: 5/1/2023</b>				
2	<b>Accounts Payable List</b>			<b>To Date: 5/31/2023</b>				
4	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount	
803	<b>ZION XR W&amp;S EXPENSES</b>							
804	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	WWPS-JAMES MADISON HWY	275904-	4/28/2023	5/5/2023	395.00	
805	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	WATER TANK-JAMES MADISON	275904-013APR	4/28/2023	5/5/2023	538.30	
806	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	WWPS-RICHMOND (PRISON	275904-	4/28/2023	5/5/2023	590.93	
807	DEWBERRY ENGINEERS INC.	PROFESSIONAL SERVICES	FUSD-FLUV A/E SRVS RFP 2019-01	2239233	2/24/2023	5/12/2023	735.00	
808	DEWBERRY ENGINEERS INC.	PROFESSIONAL SERVICES	FUSD-FLUV A/E SRVS RFP 20189-	2239237	2/24/2023	5/12/2023	7,665.00	
809	MOORE'S PLUMBING & SEPTIC	PROFESSIONAL SERVICES	FCPW-SRVCS DUG DOWN TO	4257	5/16/2023	5/26/2023	9,500.00	
810	PAYNE & HODOUS, LLC.	COUNTY ATTY LEGAL- REAL	PROF SRVCS-MATTER :13-7046,16-	050123	5/1/2023	5/12/2023	138.00	
811	VIRGINIA DEPT OF CORRECTIONS	CONSTRUCTION	FUSD- WATER & WASTEWATER	50WR2374311	5/8/2023	5/12/2023	556.27	
812						<b>Total:</b>	<b>\$20,118.50</b>	
813								
814				<b>510 ZION XR WATER &amp; SEWER</b>		<b>Fund Total:</b>	<b>\$20,118.50</b>	
815				<b>Total Expenditures by Fund:</b>			<b>\$718,511.84</b>	

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

**TAB J**

<b>MEETING DATE:</b>	June 21, 2023				
<b>AGENDA TITLE:</b>	Purchase Agreement with James River Equipment for Backhoe				
<b>MOTION(s):</b>	<p><b>I move the Board of Supervisors approve the Vehicle Purchase Agreement with James River Equipment, for the purchase of a John Deere 310L Backhoe with options at a total cost of \$122,460.95 for the Department of Public Works as a cooperative procurement off that agreement between the Sourcewell Cooperative and John Deere Construction Retail Sales and further authorize the County Administrator to execute the agreement subject to approval as to form by the County Attorney.</b></p>				
<b>BOS 2 YEAR GOALS?</b>	Yes	No	<b>If yes, which goal(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
<b>STAFF CONTACT(S):</b>	Tori Melton, Finance Director				
<b>PRESENTER(S):</b>	Tori Melton, Finance Director				
<b>RECOMMENDATION:</b>	Approve				
<b>TIMING:</b>	Immediate				
<b>DISCUSSION:</b>	<ul style="list-style-type: none"> <li>• Cooperative Procurement pursuant to the Virginia Public Procurement Act, this a cooperatively procured contract off the Cooperative Agreement.</li> <li>• The Cooperative agreement requires a 43% discount on all options and contractor represents and warrants to the County that this quote includes a 43% discount or more on every option as required by the cooperative agreement.</li> <li>• Delivery no later than June 30, 2023</li> </ul>				
<b>FISCAL IMPACT:</b>	No additional funding is required; the \$122,460.95 was budgeted in the FY22 CIP.				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	<ul style="list-style-type: none"> <li>• Exhibit 1: Purchase Agreement with James River Equipment</li> <li>• Exhibit 2: Quote from James River Equipment</li> <li>• Exhibit 3: Appendix I - General Terms, Conditions and Instructions to Bidders and Contractors</li> </ul>				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
	X	X	X		



This **Backhoe Purchase Order Contract** (the "**Contract**") dated the \_\_\_\_ day of \_\_\_\_\_, 2023 is between **John Deere Shared Services LLC** through its authorized dealer **James River Equipment Virginia, LLC** (together "**Contractor**"), a Virginia limited liability company authorized to transact business in Virginia, and **Fluvanna County** ("**County**"), a political subdivision of the Commonwealth of Virginia, and sets forth the terms and conditions for Contractor's provision of those Products and/or Services to the County.

Whereas, Sourcewell ("Sourcewell") issued that solicitation for offers RFP #011723 "REQUEST FOR PROPOSAL for the procurement of HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ATTACHMENTS AND TECHNOLOGY" on November 15, 2022 (the "Cooperative Solicitation"), which Cooperative Solicitation is attached hereto as **Exhibit 1** and incorporated herein as a material part of this Contract;

Whereas, John Deere Construction Retail Sales, a division of John Deere Shared Services, LLC., ("John Deere") responded to the Cooperative Solicitation with its proposal (the "Proposal") which Proposal is a part of the Cooperative Agreement, as defined below;

Whereas, John Deere and Sourcewell entered into that Sourcewell Contract #: 011723-JDC Contract effective as of April 5, 2023, for that performance period initially expiring April 14, 2027 which Cooperative Agreement is attached hereto as **Exhibit 2** and incorporated herein as a material part of this Contract. The Cooperative Agreement incorporated the Cooperative Solicitation and Proposal, and as used herein Cooperative Agreement shall be defined to be the same including all documents incorporated by reference into the same;

Whereas, the pricing under such Cooperative Agreement is present as a percent discount (collectively the "Pricing") and such Pricing is attached hereto as **Exhibit 3** and incorporated herein as a material part of this Contract;

Whereas, the Contractor submitted its quote #03278237 dated June 12, 2023 (the "Quote") to the County for a 310L Backhoe and associated attachments, warranties, options and related products, delivery, and services (collectively the "Backhoe") under the Cooperative Agreement and such Quote is attached hereto as **Exhibit 4** and incorporated herein as a material part of this Contract;

Whereas, the County is a participating agency of Sourcewell and may cooperatively procure the Backhoe from the Cooperative Agreement pursuant to Virginia Code Section 2.2-4304 and as a joint procurement as set forth in the Cooperative Solicitation;

Whereas, in addition, the Backhoe described in the Quote is being purchased by the County pursuant to its small procurement policy procurement.;

Whereas, James River Equipment Virginia, LLC (Contractor) is an authorized dealer of John Deere Shared Services LLC, as contemplated by the Cooperative Agreement and is selling and is so authorized to sell the Backhoe to the County under the Cooperative Agreement by John Deere Shared Services LLC, and binds both itself and John Deere Shared Services LLC, to this Contract;

Whereas, the Contractor wishes to provide the Backhoe to County and the County wishes to purchase the Backhoe;

NOW THEREFORE, the parties hereby agree as follows:

1. **RECITATIONS AND WARRANTIES.** The foregoing recitations are incorporated herein by reference as material terms of the Contract between the County and Contractor. The Backhoe is purchased as a cooperative small procurement and the County has relied on statements of Contractor that: (i) the Backhoe is offered under the Cooperative Agreement; (ii) that Contractor is an authorized agent of John Deere Shared Services LLC and can bind John Deere Shared Services LLC to this Contract; and (iii) that the pricing of the Backhoe is consistent with the Pricing and

pricing required by the Cooperative Agreement. Contractor agrees to complete and attach the forms attached hereto as **Exhibit 5** which are material part hereof. All manufacturer's warranties shall be assigned and delivered to the County with the Backhoe. In addition, all warranties required or offered under the Quote, Cooperative Agreement or this Contract for the Backhoe shall be assigned and delivered to the County with the Backhoe.

2. **PRODUCTS AND/OR SERVICES.** The Contractor agrees that the Backhoe shall meet or exceed: (i) all applicable industry standards; (ii) all requirements and provisions of this Contract, the Quote and the Cooperative Agreement; (iii) all requirements of the County's General Terms, Conditions and Instructions to Bidders and Contractors (the "County's General Terms") available at: [https://www.fluvannacounty.org/sites/default/files/fileattachments/finance\\_department/page/1481/general-terms-and-conditions.pdf](https://www.fluvannacounty.org/sites/default/files/fileattachments/finance_department/page/1481/general-terms-and-conditions.pdf), which are incorporated herein by reference as a material part of this Agreement; and (iv) all requirements of Applicable Law. "Applicable Law" as used herein means all applicable federal, Commonwealth of Virginia and local laws, ordinances, rules and regulations or similar standards in any way related to the Backhoe or performance under this Contract. The Backhoe includes specifically, without limitation, evidence of ownership such as title or MSO and any manuals, warranties, manufacturer warranties, customer support, etc. **The Contractor has reviewed and agrees to the County's General Terms: \_\_\_\_\_[Initial].**
3. **LOCATION FOR SERVICES:** Delivery of the Backhoe shall be to the following address: Fluvanna County Public Works Department, 197 Main Street, Palmyra, VA 22963. The Contractor must coordinate with the County on convenient delivery times for the Backhoe.
4. **COUNTY CONTACT INFORMATION:**  

Fluvanna County, Attn: Ms. Victoria Melton, 132 Main Street Palmyra, VA 22963, telephone: (434) 591-1930 (billing and service and product inquiries)

Fluvanna County, Attn: Mr. Eric Dahl, County Administrator, 132 Main Street Palmyra, VA 22963, telephone: (434) 591-1910 (contract inquiries)

With a Copy to: Fluvanna County Attorney, 132 Main Street Palmyra, VA 22963

Any notices under this Contract shall be sent to all three County contacts above. Any required or permitted notices hereunder must be given in writing at the address of each party set forth above, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier.
5. **PERFORMANCE: THE BACKHOE RELATED HERETO SHALL BE PROVIDED AND DELIVERED NO LATER THAN JUNE 30, 2023;** time being of the essence. Any warranties on the Backhoe shall begin on the later of the date that the County accepts all the Backhoe without reservation. All Risk of loss on the Backhoe remains with the Contractor until delivery to the County at the delivery location and acceptance by the County of the Backhoe. All applicable warranties, promises and covenants relating to the Backhoe provided for hereunder and any manufacturer's warranties benefiting the County shall continue according to the terms thereof and shall survive any earlier termination of this Contract.
6. **COMPENSATION:** Consistent with the Quote, the Contractor shall be paid a flat fee of ONE HUNDRED TWENTY-TWO THOUSAND FOUR HUNDRED AND SIXTY DOLLARS and 95/100 DOLLARS (\$122,460.95) for the Backhoe. Payment and Invoice terms are governed by the County's General Terms, but in no event will the Contractor be paid before the Completion Date (as defined below). Any additional products or services must be purchased only under a written amendment of this Contract signed by authorized representatives of both parties. Invoices

should be directed to Fluvanna County. The date that all Backhoe delivered in compliance with this Contract to the satisfaction of the County is the **“Completion Date”**.

- 7. **EXHIBITS AND RESOLVING CONFLICTS.** The rights and duties of the County and Contractor under this Contract are set out herein and in Exhibit 1 through 5 (the “Exhibits”) attached hereto. Whenever possible, the terms of the above Contract and the Exhibits shall be read together and where there are similar provisions both shall apply, however in the event of a direct conflict, the order of control shall be this Contract, the County’s General Terms, then Exhibit 2, then Exhibit 3, Exhibit 1, Exhibit 4 and finally Exhibit 5. To clarify, the Contract shall control over the Exhibits in the event of a direct conflict, the General terms shall control over the attached Exhibits, Exhibit 2 shall control over Exhibits 1 and 3-5, Exhibit 3 shall control over Exhibit 1 and 4-5, etc.
- 8. **MISCELLANEOUS.** The headings of the sections of this Contract are inserted for convenience only and do not alter or amend the provisions hereof. A word importing the masculine or neuter gender only may extend and be applied to females and to corporations as well as males, and vice versa. A word importing the singular number only may extend and be applied to several persons or things as well as to one person or thing; and a word importing the plural number only may extend and be applied to one person or thing, as well as to several persons or things. This contract may be executed in multiple counterparts each of which shall be deemed an original and together which shall constitute the Contract. This Contract may be executed in duplicate originals, any of which shall be equally authentic. Applicable law and venue provisions of the County’s General Terms apply.

**Witness the duly authorized signatures and seals below.**

**John Deere Shared Services LLC through its authorized dealer, James River Equipment Virginia, LLC** **Fluvanna County**

<b>By:</b> _____(SEAL)	<b>By:</b> _____(SEAL)
<b>Printed:</b> _____	<b>Printed:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____

**Approved as to Form:** \_\_\_\_\_  
**Fluvanna County Attorney**



# Appendix I

## COUNTY OF FLUVANNA

### GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS AND CONTRACTORS

## **GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS AND CONTRACTORS**

These General Terms, Conditions and Instructions to Bidders and Contractor (hereinafter referred to as the “General Conditions”) shall apply to all purchases and be incorporated into and be a part of each Solicitation (as defined below) and every Contract (as defined below) awarded by Fluvanna County, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as the “County”) unless otherwise specified by the County in writing. Bidders, Offerors and Contractors or their authorized representatives are expected to inform themselves fully as to these General Conditions before submitting Bids or Proposals to and/or entering into any Contract with the County: failure to do so will be at the Bidder’s/Contractor’s own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, including the County’s Procurement Policies and Procedures, Bids or Proposals on all Solicitations issued by County will bind Bidders or Offerors, as applicable, and Contracts will bind Contractors, to all applicable terms, conditions, instructions, rules and requirements herein set forth unless otherwise SPECIFICALLY set forth by the County in writing in the Solicitation or Contract. All provisions of these General Conditions are material to any contract between the County and a Contractor.

### **INTRODUCTION**

1. **VIRGINIA PUBLIC PROCUREMENT ACT AND ETHICS IN PUBLIC CONTRACTING:** The Virginia Public Procurement Act of Virginia Code §§ 2.2-4300 *et seq.* (hereinafter the “VPPA”) is incorporated herein by reference. Nothing in these General Conditions is intended to conflict with the VPPA and in case of any conflict, the VPPA controls. Specifically, the provisions of Article 6 of the VPPA (Virginia Code §§ 2.2-4367 through 2.2-4377) relating to ethics in contracting, shall be applicable to all Solicitations and Contracts solicited or entered into by the County. By submitting their Bids or signing any Contract, all Bidders and Contractors certify that they have not violated any of the provisions of Article 6 of the VPPA, including, but not limited to, that their Bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements.
2. **DEFINITIONS:** The definitions of Virginia Code §§ 2.2-4301, 2.2-4302.1 and 2.2-4302.2 are specifically incorporated herein by reference and as used in these General Conditions, whether capitalized or not, any of such defined terms have the same meaning as such terms have under the VPPA: such defined terms include: “Affiliate”, “Best Value”, “Business”, “Competitive Negotiation”, “Competitive Sealed Bidding”, “Construction”, “Construction Management Contract”, “Design-Build Contract”, “Employment Services Organization”, “Goods”, “Informality”, “Job Order Contracting”, “Multiphase Professional Services Contract”, “Nonprofessional Services”, “Potential Bidder or Offeror”, “Professional Services”, “Public Body”, “Public Contract”, “Responsible Bidder or Offeror”, “Responsive Bidder”, “Reverse Auctioning” and

“Services”. Additionally, as used in these General Conditions, the following terms, whether capitalized or not, have the following meanings:

- a. Bid/Proposal: The offer of a Bidder or Offeror to provide specific Goods or Services at specified prices and/or other conditions specified in the Solicitation. The term “Bid” is used throughout these General Conditions and where appropriate includes the term “Proposal” or any modifications or amendments to any Bid or Proposal.
- b. Bidder/Offeror/Vendor: Any individual(s), company, firm, corporation, partnership or other organization bidding or offering on any Solicitation issued by the County and/or offering to enter into Contracts with the County. The term “Bidder” is used throughout these General Conditions and where appropriate includes the term “Offeror” and/or “Vendor”.
- c. Contract: Any contract to which the County will be a party.
- d. Contractor: Any individual(s), company, firm, corporation, partnership, or other organization to whom an award is made by the County or whom enters into any contract to which the County is a party.
- e. County: The County of Fluvanna, a political subdivision of the Commonwealth of Virginia, including where applicable all agencies and departments of the County.
- f. County Administrator: The Fluvanna County Administrator.
- g. County Attorney: The Fluvanna County Attorney.
- h. Purchasing Agent: The County Administrator is the County’s Purchasing Agent and is responsible for the purchasing activity of Fluvanna County; and has signatory authority to bind the County to all contracts and purchases made lawfully under the Fluvanna County Small Purchasing Procedures. The Purchasing Agent has signatory authority to bind the County to all other contracts and purchases only after the contracts or purchases have been approved by a vote of the Fluvanna County Board of Supervisors.
- i. General Terms, Conditions and Instructions to Bidders and Contractors (also referred to herein as the “General Conditions”): These General Terms, Conditions and Instructions to Bidders and Contractors shall be attached to and made a part of all Solicitations by the County and all Contracts to which the County is party.
- j. His: Any references to “his” shall include his, her, their, or its as appropriate.
- k. Invitation to Bid (also referred to herein as an “IFB”): A request which is made to prospective Bidders for their quotation on Goods or Services desired by the County. The issuance of an IFB will contain or incorporate by reference the General Conditions and the other specifications and contractual terms and

conditions applicable to the procurement.

- l. Purchasing Officer: The Purchasing Officer employed by the County and to whom Bidders/Contractors can submit questions relating to any Bid or Contract.
  - m. Request for Proposal (also referred to herein as a “RFP”): A request for an offer from prospective Offerors which shall indicate the general terms which are sought to be procured from Offerors. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference the General Conditions and other applicable contractual terms and conditions, including any unique capabilities or qualifications that will be required of the Contractor.
  - n. Small Purchasing Procedures: The County’s Small Purchasing Procedures, being Chapter 4 of the County’s Procurement Policies and Procedures, a method of purchasing not requiring competitive sealed bids or competitive negotiation for single or term contracts for goods and services other than professional services if the aggregate or the sum of all phases is not expected to exceed \$50,000; and also allowing for single or term contracts for professional services without requiring competitive negotiation, provided the aggregate or the sum of all phases is not expected to exceed \$50,000.
  - o. Solicitation: The process of notifying prospective Bidders or Offerors that the County wishes to receive Bids or Proposals on a set of requirements to provide Goods or Services. “Solicitation” includes any notification of the County requirements may consist of public advertising (newspaper, County’s website, or other electronic notification), the mailing of notices of Solicitation, any Invitation for Quotes (“IFQ”), Initiations to Bid (“IFB”), or Requests for Proposal (“RFP”), the public posting of notices, issuance of an Open Market Procurement (“OMP”), or telephone calls to prospective Bidders or Offerors.
  - p. State: The Commonwealth of Virginia.
3. **AUTHORITY**: The Purchasing Agent shall serve as the principal public purchasing official for the County, and shall be responsible for the procurement of goods, services, insurance and construction in accordance with the County’s Procurement Policies and Procedures. The Purchasing Agent has responsibility and authority for negotiating, placing and when necessary modifying every Solicitation, Contract and purchase order issued by the County under the County’s Small Purchasing Procedures. The Purchasing Agent has signatory authority to bind the County to all contracts and purchases made lawfully under the County’s Small Purchasing Procedures. The Purchasing Agent has responsibility and authority for negotiating, placing and when necessary modifying every other Solicitation, Contract and purchase order issued by the County except that the Purchasing Agent has signatory authority to bind the County to all other contracts and purchases ONLY after the contracts or purchases have been adopted and approved by a vote of the Fluvanna County Board of Supervisors (the “Board”).

Unless specifically delegated by the Board or the Purchasing Agent, and consistent with the limited authority granted thereto, no other County officer or employee is authorized to order supplies or Services, enter into purchase negotiations or Contracts, or in any way obligate the County for any indebtedness. Any purchase or contract made which is contrary to such authority shall be of no effect and void and the County shall not be bound thereby.

For convenience, the County's Purchasing Officer shall serve as an intermediary between the Purchasing Agent and the Bidder or Contractor and any Bidder or Contractor may direct communications regarding any purchase, Solicitation or Contract to the Purchasing Officer; however as stated *supra* only the Board or County's Purchasing Agent can bind the County and only upon the conditions stated *supra*.

### **CONDITIONS OF BIDDING**

4. **COMPETITION INTENDED:** It is the County's intent to encourage and permit open and competitive bidding in all Solicitations. It shall be the Bidder's responsibility to advise the County in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in a Solicitation to a single source. The County must receive such notification not later than seven (7) business days prior to the deadline set for acceptance of the Bids. In submitting a Bid, the Bidder guarantees that he or she has not been a party with other Bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render the Bid of any Bidder involved void.
5. **DISCRIMINATION PROHIBITED:** Pursuant to Virginia Code § 2.2-4310, the County does not discriminate against Bidders, Offerors or Contractors because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment. Whenever solicitations are made, the County shall include businesses selected from a list made available by the Department of Small Business and Supplier Diversity. Pursuant to Virginia Code § 2.2-4343.1, the County does not discriminate against "faith-based organizations", being a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Reconciliation Act of 1996, P.L. 104-193.
6. **CLARIFICATION OF TERMS:** Pursuant to Virginia Code § 2.2-4316, if any Bidder has questions or comments about the specifications or other Solicitation documents, the prospective Bidder should contact the County no later than seven (7) business days prior to the date set for the opening of Bids or receipt of Proposals. Any revisions to the Solicitation will be made only by written addendum issued by the County. Notifications regarding specifications may not be considered if received in less than seven (7) business days of the date set for opening of Bids/receipt of Proposals.
7. **MANDATORY USE OF COUNTY FORM AND TERMS AND CONDITIONS:** Unless otherwise specified in the Solicitation, all Bids must be submitted on the forms

provided by the County, including but not limited to, a Cover Sheet or Pricing Schedule, if applicable, properly signed in ink in the proper spaces and submitted in a sealed envelope or package. Unauthorized modification of or additions to any portion of the Solicitation may be cause for rejection of the Bid. However, the County reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any Bid or Proposal which has been modified. These General Conditions are mandatory provisions of all Solicitations and all Contracts of the County.

**8. LATE BIDS & MODIFICATION OF BIDS:** Any Bid or modification thereto received at the office designated in the Solicitation after the exact time specified for receipt of the Bid is considered a late Bid or modification thereof. The County is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder to ensure their Bid reaches County by the designated date and hour. The following rules apply to all Bids submitted to the County:

- a. The official time used in the receipt of Bids/Proposals is that time on the automatic time stamp machine in the Finance Department;
- b. Late Bids or modifications thereof will be returned to the Bidder UNOPENED, if Solicitation number, due date and Bidder's return address is shown on the container;
- c. If a Bid is submitted on time, however a modification thereto is submitted after the due date and time, then the County in its sole discretion may choose to consider the original Bid except that the County may not consider such original Bid if the Bid is withdrawn by the Bidder pursuant to Section 9 below; and
- d. If an emergency or unanticipated event or closing interrupts or suspends the County's normal business operations so that Bids cannot be received by the exact time specified in the Solicitation, then the due date/time specified for receipt of Bids will be deemed to be extended to the same time of day specified in the Solicitation on the first work day on which normal County business operations resume.

**9. WITHDRAWAL OF BIDS:**

- a. Pursuant to Virginia Code § 2.2-4330, a Bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his Bid from consideration if the price bid was substantially lower than the other Bids due solely to a mistake in the Bid, provided the Bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid sought to be withdrawn.



If a Bid contains both clerical and judgment mistakes, a Bidder may withdraw his Bid from consideration if the price bid would have been substantially lower than the other Bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Bid that shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid sought to be withdrawn. The Bidder shall give notice in writing to the County of his or her claim of right to withdraw his or her Bid within two (2) business days after the conclusion of the Bid opening procedure and shall submit original work papers with such notice.

- b. A Bidder for a Contract other than for public construction may request withdrawal of his or her Bid under the following circumstances:
  - i. Bids may be withdrawn on written request from the Bidder received at the address shown in the Solicitation prior to the time of opening.
  - ii. Requests for withdrawal of Bids after opening of such Bids but prior to award shall be transmitted to the County, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, Bidder work sheets, etc. If Bid bonds were tendered with the Bid, the County may exercise its right of collection.
- c. No Bid may be withdrawn under this Section 9 when the result would be the awarding of the Contract on another Bid of the same Bidder or of another Bidder in which the ownership of the withdrawing Bidder is more than five percent (5%).
- d. If a Bid is withdrawn under the authority of this Section 9 the lowest remaining Bid shall be deemed to be the low Bid.
- e. No Bidder who, is permitted to withdraw a Bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn Bid was submitted.
- f. The County shall notify the Bidder in writing within five (5) business days of its decision regarding the Bidder's request to withdraw its Bid. If the County denies the withdrawal of a Bid under the provisions of this Section 9, it shall State in such notice the reasons for its decision and award the Contract to such Bidder at the Bid price, provided such Bidder is a responsible and responsive Bidder. At the same time that the notice is provided, the County shall return all work papers and copies thereof that have been submitted by the Bidder.

- g. Under these procedures, a mistake shall be proved only from the original work papers, documents and materials delivered as required herein. The work papers, documents and materials submitted by the bidder shall, at the bidder's request, be considered trade secrets or proprietary information subject to the conditions of subsection F of Virginia Code § 2.2-4342.

**10. ERRORS IN BIDS:** When an error is made in extending total prices, the unit Bid price will govern. Erasures in Bids must be initialed by the Bidder. Carelessness in quoting prices, or otherwise in preparation of the Bid, will not relieve the Bidder. Bidders/Offerors are cautioned to recheck their Bids for possible error. Errors discovered after public opening cannot be corrected and the Bidder will be required to perform if his or her Bid is accepted.

**11. IDENTIFICATION ON BID ENVELOPE:** All Bids, Proposals and requested copies thereof submitted to the County shall be in a separate envelope or package, sealed and identified with the following information clearly marked on the outside of the envelope or package:

- a. Addressed as indicated on page 1 of the solicitation;
- b. Solicitation number;
- c. Title;
- d. Bid due date and time;
- e. Bidder's name and complete mailing address (return address); and
- f. Pursuant to Virginia Code § 2.2-4311.2, the Bidder's identification number issued by the State Corporation Commission, or if the bidder is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bids or proposal a statement describing why the bidder or offeror is not required to be so authorized.

If a Bid is not addressed with the information as shown above, the Bidder takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the Bid to be disqualified. Bids may be hand delivered to the designated location in the County's offices. No other correspondence or other Proposals/Bids should be placed in the envelope. Any Bidder or Offeror that fails to provide the information required in (f) above shall not receive an award unless a waiver is specifically granted by the County Administrator.

**12. ACCEPTANCE OF BIDS:** Unless otherwise specified, all formal Bids or Proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for opening or receipt, respectively, unless extend by mutual agreement of the parties. At the end of the one hundred twenty (120) calendar days the Bid/Proposal may be withdrawn at the written request of the Bidder. Thereafter, unless and until the Proposal is withdrawn, it remains in effect until an award is made or the Solicitation is canceled by the County. The County may cancel any Solicitation at any time by notice of such cancelation to the Bidders.

- 13. COMPLETENESS:** To be responsive, a Bid must include all information required by the Solicitation.
- 14. CONDITIONAL BIDS:** Conditional Bids are subject to rejection in whole or in part.
- 15. RESPONSE TO SOLICITATIONS:** In the event a Bidder cannot submit a Bid on a Solicitation, the Bidder is requested to return the Solicitation cover sheet with an explanation as to why the Bidder is unable to Bid on these requirements, or if there be no cover sheet for the Solicitation a letter to the County explaining the same.
- 16. BIDDER INTERESTED IN MORE THAN ONE BID AND COLLUSION:** More than one bid from an individual, firm, partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for the work contemplated will cause rejection of all bids in which the bidder is interested. Any or all bids may be rejected if there is any reason for believing that collusion exists among the bidders. Participants in such collusion may not be considered in future bids for the same work. Each bidder, as a condition of submitting a bid, shall certify that he is not a party to any collusive action as herein defined. However, a party who has quoted prices on work, materials, or supplies to a Bidder is not thereby disqualified from quoting prices to other Bidders or firms submitting a Bid directly for the work, materials or supplies.
- 17. BID OPENING:** Pursuant to Virginia Code § 2.2-4301, all Bids received in response to an IFB will be opened at the date, time and place specified, and announced publicly, and made available for inspection as provided in Section 21 of these General Conditions. Proposals received in response to an RFP will be made available for inspection as provided in Section 21 of these General Conditions.
- 18. TAX EXEMPTION:** The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder.
- 19. DEBARMENT STATUS:** By submitting their Bids, Bidders certify that they are not currently debarred from submitting Bids on Contracts by the County, nor are they an agent of any person or entity that is currently debarred from submitting Bids or Proposals on Contracts by the County or any agency, public entity/locality or authority of the State.
- 20. NO CONTACT POLICY:** No Bidder shall initiate or otherwise have contact related to the Solicitation with any County representative or employee, other than the Purchasing Officer or Purchasing Agent, after the date and time established for receipt of Bids. Any contact initiated by a Bidder with any County representative, other than the Purchasing Officer or Purchasing Agent, concerning this Solicitation is prohibited and may cause the disqualification of the Bidder.

**21. VIRGINIA FREEDOM OF INFORMATION ACT:** As provided under Virginia Code § 2.2-4342, all proceedings, records, Contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act of Virginia Code §§ 2.2-3700 *et seq.*, except:

- a. Cost estimates relating to a proposed procurement transaction prepared by or for the County shall not be open to public inspection;
- b. Any competitive sealed bidding Bidder, upon request, shall be afforded the opportunity to inspect Bid records within a reasonable time after the opening of Bids but prior to award, except in the event that the County decides not to accept any of the Bids and to reopen the Contract. Otherwise, Bid records shall be open to public inspection only after award of the Contract;
- c. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect Proposal records within a reasonable time after the evaluation and negotiations of Proposals are completed but prior to award except in the event that the County decides not to accept any of the Proposals and to reopen the Contract. Otherwise, Proposal records shall be open to the public inspection only after award of the Contract;
- d. Any inspection of procurement transaction records under this Section 21 shall be subject to reasonable restrictions to ensure the security and integrity of the records;
- e. Trade secrets or proprietary information submitted by a Bidder, Offeror or Contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Bidder, Offeror or Contractor must invoke the protections of this Section 21 prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and State the reasons why protection is necessary; and
- f. Nothing contained in this Section 21 shall be construed to require the County, when procuring by “competitive negotiation” (RFP), to furnish a Statement of reasons why a particular Proposal was not deemed to be the most advantageous to the County.

**22. CONFLICT OF INTEREST:** Bidder/Contractor certifies by signing any Bid/Contract to/with the County that no conflict of interest exists between Bidder/Contractor and County that interferes with fair competition and no conflict of interest exists between Bidder/Contractor and any other person or organization that constitutes a conflict of interest with respect to the Bid/Contract with the County.

### **SPECIFICATIONS**

**23. OMISSIONS OR DISCREPANCIES:** Any items or parts of any equipment listed in a Solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for

in the specifications. Should a Bidder find a discrepancy or ambiguity in, or an omission from, the Solicitation, including the drawings and/or specifications, he or she shall so notify the County within twenty-four (24) hours of noting the discrepancy, ambiguity or omission and in any event no less than five (5) days prior to the date set for the opening of Bids. If necessary, the County will send a written addendum for clarification to all Bidders no later than three (3) days before the date set for opening of Bids. Any notification regarding specifications received less than five (5) days prior to the date set for the opening of Bids may or may not be considered by the County in its sole discretion. The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

- 24. BRAND NAME OR EQUAL ITEMS:** Pursuant to Virginia Code § 2.2-4315, unless otherwise provided in the Solicitation, the name of a certain brand, make or manufacturer does not restrict Bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the product offered meets the requirements of the Solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the Bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a Bid non-responsive. Unless the Bidder clearly indicates in its Bid that the product offered is "equal" product, such Bid will be considered to offer the brand name product referenced in the Solicitation.
- 25. FORMAL SPECIFICATIONS:** When a Solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the Bidder will be required to furnish articles in conformity with that specification.
- 26. CONDITION OF ITEMS:** Unless otherwise specified in the Solicitation, all items shall be new, in first class condition.

### **AWARD**

- 27. RESPONSIBLE BIDDERS:** In determining whether a Bidder is a responsible Bidder as defined herein, at minimum, the following criteria will be considered:
- a. The ability, capacity and skill of the Bidder to perform the Contract or provide the service required under the Solicitation;

- b. Whether the Bidder can perform the Contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
- d. The quality of performance of previous Contracts or Services;
- e. The previous and existing compliance by the Bidder with laws and ordinances relating to the Contract or Services;
- f. The sufficiency of the financial resources and ability of the Bidder to perform the Contract or provide the service;
- g. The quality, availability and adaptability of the Goods or Services to the particular use required;
- h. The ability of the Bidder to provide future maintenance and service for the use of the subject of the Contract;
- i. The number and scope of the conditions attached to the Bid;
- j. Whether the Bidder is in arrears to the County on debt or Contract or is a defaulter on surety to the County or whether the Bidder's County taxes or assessments are delinquent; and
- k. Such other information as may be secured by the County, the Purchasing Agent or the Purchasing Officer having a bearing on the decision to award the Contract. If an apparent low Bidder is not awarded a Contract for reasons of nonresponsibility, the County shall so notify that Bidder and shall have recorded the reasons in the Solicitation or Contract file.

**28. AWARD OR REJECTION OF BIDS; WAIVER OF INFORMALITIES:** The County shall award the Contract to the lowest responsive and responsible Bidder complying with all provisions of the IFB, provided the Bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified Offeror whose Proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The County reserves the right to award a Contract by individual items, in the aggregate, or in combination thereof, or to reject any or all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many Bidders/Offerors as deemed necessary to fulfill the anticipated requirements of the County. The County also reserves the right to reject the Bid if a Bidder is deemed to be a non-responsible Bidder. Pursuant to Virginia Code § 2.2-4319, an IFB, a RFP, any other solicitation, or any and all bids or proposals, may be canceled or rejected by the County at any time. The reasons for cancellation or rejection shall be made part of the contract file. The County shall not cancel or reject an IFB, a RFP, any other solicitation, bid or proposal solely to avoid awarding a contract to a particular responsive and responsible bidder or offeror.

**29. EXCLUSION OF INSURANCE BIDS PROHIBITED:** Pursuant to Virginia Code § 2.2-4320, notwithstanding any other provision of law or these General Conditions, no insurer licensed to transact the business of insurance in the State or approved to issue surplus lines insurance in the State shall be excluded from presenting an insurance bid proposal to the County in response to a RFP or an IFB; excepting that the County may



debar a prospective insurer pursuant to its Debarment Policy, see Chapter 2 of the County's Procurement Policies and Procedures.

**30. ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a Contract as a result of this Solicitation, the County will publicly post such notice on the County's bulletin board located at 72 Main Street, 2<sup>nd</sup> Floor, Palmyra, Virginia 22963. Award results may also be viewed on the County's website.

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

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

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

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

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

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

### **CONTRACT PROVISIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

**53. MODIFICATION:**

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

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

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

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

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

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

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

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

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

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

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

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

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

- f. At minimum supply all Goods or Services with the manufacturer's standard warranty, if applicable; and
  - g. For any Contract involving Services of any nature, the Contractor further agrees to:
    - i. Enter upon the performance of Services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence;
    - ii. Allow Services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County;
    - iii. Acknowledges that the County shall be under no obligation to compensate Contractor for any Services not rendered in strict conformity with the Contract; and
    - iv. Stipulates that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the Contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of any Contract. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material.
- 62. PRICE REDUCTIONS:** If at any time after the date of the Bid/Contract the Contractor makes a general price reduction in the comparable price of any material covered by the Contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to any Contract for the duration of the Contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this Solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the Contract documents. The Contractor in addition will within ten (10) days of any general price reduction notify the County of such reduction by letter. **FAILURE TO DO SO IS A DEFAULT UNDER THE CONTRACT AND MAY RESULT IN TERMINATION OF THE CONTRACT IN THE COUNTY'S DISCRETION.** The Contractor, if requested, shall furnish, within ten (10) days after the end of the Contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the Bid or Contract, or (2) if any such general price reductions were made, that as provided above, they were reported to the County within ten (10) days and the County was billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by

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

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

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

**65. CLAIMS PROCEDURE:**

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



- d. A Contractor may not institute legal action, prior to receipt of the County's decision on the claim, unless the County fails to render such decision within the time specified by law. A failure by the County to render a decision within the time provided by law shall be deemed a final decision denying the claim by the County.
  - e. The decision of the Board or the County Administrator shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in Virginia Code § 2.2-4364.
  - f. No administrative appeals procedure pursuant to Virginia Code § 2.2-4365 has been adopted for contractual claims by the County.
  - g. Nothing herein shall be construed to prevent the County from instituting legal action against any Contractor or Bidder.
- 66. NOTICES:** All written notices required or permitted under any Solicitation, Bid or Contract shall be deemed sufficient if delivered in person to the County Purchasing Agent or Bidder/Contractor, as applicable, or sent by first class mail to the County or Bidder/Contractor at the addresses set forth in the Solicitation, Bid or Contract or at such other address as a party may designate from time to time by notice given in accordance with the terms of this Section 66; except that where a Solicitation, Bid or Contract expressly requires notice to a specific individual or at a specific location, such shall control. Such notices are deemed received when actually delivered to the party or its representative or agent if hand delivered, or one (1) business day after deposited into the United States mail, if mailed.

#### **DELIVERY**

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

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

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

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

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

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

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

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

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



**RFP #011723**  
**REQUEST FOR PROPOSALS**  
**for**  
**Heavy Construction Equipment with Related Attachments and Technology**

**Proposal Due Date: January 17, 2023, 4:30 p.m., Central Time**

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Heavy Construction Equipment with Related Attachments and Technology to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 17, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

**SOLICITATION SCHEDULE**

Public Notice of RFP Published:	November 15, 2022
Pre-proposal Conference:	December 6, 2022, 10:00 a.m., Central Time
Question Submission Deadline:	January 9, 2023, 4:30 p.m., Central Time
<b>Proposal Due Date:</b>	<b>January 17, 2023, 4:30 p.m., Central Time</b> Late responses will not be considered.
Opening:	January 17, 2023, 6:30 p.m., Central Time See RFP Section V.G. "Opening"

## I. ABOUT SOURCEWELL

### A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

### B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities<sup>1</sup>;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service

<sup>1</sup> Pursuant to HAR §3-128-2, the State of Hawaii, Department of Accounting and General Services, State Procurement Office, on behalf of the State of Hawaii and participating jurisdictions, has provided notice of its Intent to Participate in the solicitation as a participating entity.

entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest; and
- Members of the Canoe procurement group of Canada, and their partner associations: Canoe members are regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities in Alberta and across Canada, as well as any corporation or entity owned or controlled by one or more of the preceding entities – as well as partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, North West Territories Association of Communities, CivicInfo BC, and their members.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

Proof of publication will be available at the conclusion of the solicitation process.

## **II. SOLICITATION DETAILS**

### **A. SOLUTIONS-BASED SOLICITATION**

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.



## B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Heavy Construction Equipment with Related Attachments and Technology, including, but not to limited to, the following types of heavy construction equipment:

- a. Wheeled, tracked, and backhoe loaders;
- b. Motor graders;
- c. Wheeled and tracked excavators;
- d. Bulldozers, compactors, scrapers, articulated and rigid haulers; and,
- e. Cranes.

Proposers may include related equipment, accessories, attachments, technology, and services, to the extent these solutions are ancillary or complementary to the equipment, products, or services being proposed.

2. A Proposal must include **at least one** of the following four equipment types to be considered within scope of this solicitation. For purposes of Section II. B. 2. and its subsections, the term “published” means information that is readily available within the proposer’s printed literature or website and the proposer has verified the accuracy of the information:

- a. A wheel loader with published net horsepower (HP) of at least 300 HP;
- b. A wheeled or tracked excavator with a published net horsepower of at least 150 HP;
- c. A motor grader with a published maximum operating weight of at least 30,000 lbs; or,
- d. A rough terrain, all terrain, crawler, floating, lattice, or telescopic crane with a published maximum lifting capacity of at least 300 tons and a published maximum boom length of at least 150 feet.

3. The primary focus of this solicitation is on Heavy Construction Equipment with Related Attachments and Technology. This solicitation should NOT be construed to include:

- a. Construction services; and,
- b. Equipment accessory, attachment, and supply only solutions.

4. This solicitation does not include those equipment, products, or services covered under categories included in pending or planned Sourcewell solicitations, or in contracts currently maintained by Sourcewell, identified below:

- a. Equipment Rental with Related Services (RFP #062320);
- b. Forklifts and Lift Trucks with Related Services (RFP #091520);

- c. Grounds Maintenance Equipment, Attachments, Accessories, and Related Services (RFP #031121);
- d. Roadway Maintenance Equipment (RFP #080521);
- e. Public Utility Equipment with Related Accessories and Supplies (RFP #110421);
- f. Roadway Paving Equipment (RFP #060122);
- g. Medium Construction Equipment with Related Accessories, Attachments, and Supplies (RFP #TBD); and,
- h. Portable Construction Equipment with Related Accessories and Attachments (RFP #TBD).

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment-only or products-only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcwell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcwell encourages suppliers to offer the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcwell current and future Participating Entities.

### C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal. Proposers may also include used

equipment, attachments, or accessories, to the extent that the offering of used equipment, attachments, accessories, is ancillary or complementary to an offering of new, current model equipment and products.

4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

#### D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four years, with an optional one-year extension that may be offered based on the best interests of Sourcewell and its Participating Entities.

#### E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$950 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

#### F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

#### G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.
3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.

5. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
6. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

### III. PRICING

#### A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
  - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the proposer's published "List Price," as well as the "Contract Price."
  - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any contract resulting from this RFP.
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

#### B. ADMINISTRATIVE FEES

Proposers awarded a contract are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment,

products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

#### **IV. CONTRACT**

Proposers awarded a contract will be required to execute a contract with Sourcwell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcwell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcwell's sole discretion, the contract award may be revoked.

#### **V. RFP PROCESS**

##### **A. PRE-PROPOSAL CONFERENCE**

Sourcwell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcwell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcwell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcwell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

##### **B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION**

All questions regarding this RFP must be submitted through the Sourcwell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the

Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

### C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

### D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.



In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at [support@bidsandtenders.ca](mailto:support@bidsandtenders.ca).

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

#### E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

#### F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

#### G. OPENING

The Opening of proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to “All” or “Closed.” The solicitation status will automatically change to “Closed” after the Proposal Due Date and Time.

## **VI. EVALUATION AND AWARD**

### **A. EVALUATION**

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities.

Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
- The number and geographic location of highest-scoring proposers that offer:
  - A comprehensive selection of the requested equipment, products, or services;
  - A sales and service network ensuring availability and coverage for Participating Entities’ use; and
  - Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

### **B. AWARD(S)**

Award(s) will be made to the highest-scoring proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50

Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
<b>TOTAL POINTS</b>	<b>1000</b>

### C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcewell's notice of contract award(s) or non-award. and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of \$20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

### D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;

- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

#### E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.



12/15/2022

Addendum No. 1

Solicitation Number: RFP 011723

Solicitation Name: Heavy Construction Equipment with Related Attachments and Technology

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

Is a proposer required to have a CAGE or Unique Entity Identifier (SAM) code?

**Answer 1:**

A CAGE or Unique Entity Identifier (SAM) code is not required to be considered for or awarded a Sourcewell contract. Proposals are evaluated based on the criteria as stated in the RFP.

Refer to the General Instructions above Questionnaire Table 1. Respond "N/A" if a question does not apply (preferably with an explanation).

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End of Addendum

Acknowledgement of this Addendum to RFP 011723 posted to the Sourcewell Procurement Portal on 12/15/2022, is required at the time of proposal submittal.



12/21/2022

Addendum No. 2

Solicitation Number: RFP 011723

Solicitation Name: Heavy Construction Equipment with Related Attachments and Technology

Consider the following amendment to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**RFP Amendment:**

As the result of the publication of two RFPs included in the equipment, products, or services of this solicitation, RFP Subsections II. B. 4. g - h. are revised to remove the (RFP #####) placeholders, update the RFP title of RFP Subsection II. B. 4. g., and insert the actual RFP numbers, to read as follows:

\* \* \* \*

- g. Medium Duty and Compact Construction Equipment with Related Attachments (RFP #020223); and,
- h. Portable Construction Equipment with Related Accessories and Attachments (RFP #020923).

\* \* \* \*

The remainder of the RFP content remains unchanged.

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End of Addendum

Acknowledgement of this Addendum to RFP 011723 posted to the Sourcewell Procurement Portal on 12/21/2022, is required at the time of proposal submittal.





12/29/2022

Addendum No. 3

Solicitation Number: RFP 011723

Solicitation Name: Heavy Construction Equipment with Related Attachments and Technology

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

What information does Sourcewell require, if any, on a quote provided by an awarded supplier to a participating entity?

**Answer 1:**

Refer to Section 6. A. – Orders and Payment, of the Sourcewell contract template. “...order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller.”

**Question 2:**

How does Sourcewell track what is sold on the contract for administrative fee verification from an awarded supplier?

**Answer 2:**

Refer to Section 8. A. – Contract Sales Activity Report, of the Sourcewell contract template. “Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract.

Refer also to Section 8. B. – Administrative Fee, of the Sourcewell contract template. “Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.”

End of Addendum

Acknowledgement of this Addendum to RFP 011723 posted to the Sourcewell Procurement Portal on 12/29/2022, is required at the time of proposal submittal.



01/6/2023

Addendum No. 4

Solicitation Number: RFP 011723

Solicitation Name: Heavy Construction Equipment with Related Attachments and Technology

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

Is there a dollar amount limit for non-contract, sourced, or open market items that can be included in a proposal? Are they also subject to the administrative fee?

**Answer 1:**

Sourcewell has not set a specific dollar limit for non-contract, sourced, or open market items. However, to be considered for a contract award a proposer's primary offering of equipment, products, or services must be within scope of RFP Section II. B. – Requested Equipment, Products, or Services.

Refer to RFP Section III. B. – Administrative Fees and Section 8. B. – Administrative Fee of the Sourcewell contract template for additional information regarding administrative fees. It is left to the discretion of each proposer to determine and propose an administrative fee that is consistent with its business and its industry.

**Question 2:**

Can you elaborate more and/or give an example on what you are looking for in the question below from Table 10, Line Item 55 from the proposal questionnaire?

Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.

**Answer 2:**

It is left to the discretion of each proposer to determine the content and format of the data and documentation that best represents their proposal. Sourcewell will consider the relevant information submitted in each proposal and apply the evaluation criteria as set forth in the RFP.

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End of Addendum

Acknowledgement of this Addendum to RFP 011723 posted to the Sourcewell Procurement Portal on 01/6/2023, is required at the time of proposal submittal.



01/10/2023

Addendum No. 5

Solicitation Number: RFP 011723

Solicitation Name: Heavy Construction Equipment with Related Attachments and Technology

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

Regarding Line Item 17 of the proposer questionnaire, are there any specific licenses or certifications that you are looking for?

**Answer 1:**

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine the information necessary to best demonstrate their ability to serve Sourcewell participating entities. Proposals are evaluated based on the criteria stated in the RFP.

**Question 2:**

Regarding Line Items 24 & 25 of the proposer questionnaire, if we don't do any direct business with eligible Sourcewell participants, government, education or non-profit customers are the references required?

**Answer 2:**

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine the information necessary to best demonstrate their financial viability and marketplace success. Proposals are evaluated based on the criteria stated in the RFP.

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End of Addendum

Acknowledgement of this Addendum to RFP 011723 posted to the Sourcewell Procurement Portal on 01/10/2023, is required at the time of proposal submittal.

**Solicitation Number: RFP # 011723****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and John Deere Construction Retail Sales a division of John Deere Shared Services LLC, DBA John Deere Construction Retail Sales, 1300 River Drive, Moline, IL 61265 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Heavy Construction Equipment with Related Attachments and Technology from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 14, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. The John Deere Warranty Statement describes covered items and services when returning Damaged Equipment and



Products. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Sourcwell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Supplier Development Administrator. This approved form is available from the assigned Sourcwell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcwell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee. Any state that requires a Sourcewell participating addendum with an additional admin fee, we reserve the right to reduce the list price discount to accommodate this additional fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

## **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

### **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

### **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
  - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.



## 16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Intentionally Omitted.

## **22. CANCELLATION**

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

**Sourcewell**

**John Deere Construction Retail Sales a  
division of John Deere Shared Services LLC,  
DBA John Deere Construction Retail Sales**

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 4/4/2023 | 2:30 PM CDT

DocuSigned by:  
*Mark Oliver*  
1CAF73242BB647F...  
By: \_\_\_\_\_  
Mark Oliver  
Title: Manager Contract Sales  
Date: 4/5/2023 | 8:05 AM CDT

**Approved:**

DocuSigned by:  
*Chad Coquette*  
7E42B8F817A64CC...  
By: \_\_\_\_\_  
Chad Coquette  
Title: Executive Director/CEO  
Date: 4/5/2023 | 8:20 AM CDT

# RFP 011723 - Heavy Construction Equipment with Related Attachments and Technology

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## Vendor Details

Company Name: John Deere Shared Services LLC

Does your company conduct business under any other name? If yes, please state: John Deere Construction Retail Sales a division of John Deere Shared Services LLC

Address: 1300 River Drive  
Moline, IL 61265

Contact: Brooke DeVol

Email: ForsbergBrookeL@JohnDeere.com

Phone: 309-207-0431

HST#: 36-2382580

## Submission Details

Created On: Monday November 28, 2022 09:24:58

Submitted On: Thursday January 12, 2023 14:48:05

Submitted By: Brooke DeVol

Email: ForsbergBrookeL@JohnDeere.com

Transaction #: 17731346-34ec-484a-83d5-3fc1c1f49270

Submitter's IP Address: 165.225.57.43

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	John Deere Construction Retail Sales a division of John Deere Shared Services LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Not Applicable
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	John Deere Construction Retail Sales JDCRS John Deere Construction & Forestry
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code: 3PSD7 UEI: ED9BLXH3Hg21
5	Proposer Physical Address:	1300 River Drive Moline, IL 61265
6	Proposer website address (or addresses):	www.deere.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Mark Oliver, Manager Contract Sales 1300 River Drive Moline, IL 61265 OliverMarkR@JohnDeere.com 309-748-3418
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Brooke DeVol, Contract Administrator 1300 River Drive Moline, IL 61265 ForsbergBrookeL@JohnDeere.com 309-207-0431
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mark Oliver, Manager Contract Sales 1300 River Drive Moline, IL 61265 OliverMarkR@JohnDeere.com 309-748-3418

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>We Run Like No Other. We conduct business essential to life. Running for the people who trust us and the planet that sustains us, we create intelligent connected machines that enable lives to leap forward.</p> <p>See our higher purpose: <a href="https://www.deere.com/en/our-company/higher-purpose/">https://www.deere.com/en/our-company/higher-purpose/</a></p> <p>John Deere customers are at the center of everything we do. We rely on more than 180 years of experience and terabytes of precision data to know them and their businesses better than anyone else. Our easy-to-use technology helps deliver results they see in the field, on the job site, and on the balance sheet. We ensure seamless access to parts, services, and performance upgrades from take home to trade-in by providing world-class support throughout the lifecycle of their equipment, with productivity and sustainability always in mind.</p> <p>We never forget that we're here to help life leap forward.</p> <p>Deere &amp; Company at a glance: <a href="https://www.deere.com/assets/pdfs/common/our-company/deere-&amp;-company-at-a-glance.pdf">https://www.deere.com/assets/pdfs/common/our-company/deere-&amp;-company-at-a-glance.pdf</a></p>



11	What are your company's expectations in the event of an award?	Our expectation, if we are awarded, is to continue working with our governmental customers to provide governmental customers the best option for acquiring our Construction and Compact Construction products. The John Deere Governmental Sales Team will continue to train our dealers on how to present Sourcewell and the benefits the contract offers to continue growing our sales. Since our training plan was rolled out in late 2016, our sales on this contract have had significant growth and our expectation is to continue that trend in the market place.	RFP 011723-Sourcewell-251802	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	John Deere has a long history and attached in supplemental documents is our most recent annual report from 2021. Our 2022 fiscal year just concluded on October 31, 2022 and the annual report is not published at this time.		*
13	What is your US market share for the solutions that you are proposing?	While we do not publicly state market share position, John Deere Construction & Forestry holds a top level market share position across our entire product portfolio in the US.		*
14	What is your Canadian market share for the solutions that you are proposing?	While we do not publicly state market share position, John Deere Construction & Forestry holds a top level market share position across our entire product portfolio in Canada.		*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No bankruptcy proceedings have taken place.		*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	John Deere Construction Retail Sales (JDCRS) is based in Moline, IL and is responsible for growing sales in the governmental segment for the Construction & Forestry Division of John Deere. All employees of JDCRS are full time John Deere employees. This sales team is responsible for training our dealers on governmental business, contracts and sales processes. Specific to supporting the Sourcewell contract, the account managers, contract manager and sales support team are responsible for educating the dealers on the quoting, ordering and delivery process of products sold on the Sourcewell contract.  All dealers are required to go through a contract training program either in person or virtually via Microsoft Teams to become an authorized seller on our contract. This process has been the main driver of our growth since it was launched in 2016. We do retain the right to sell direct if required or the dealer has not completed our training program. Upon award of this new contract, we are revamping our training process to leverage our John Deere University online training system to make it easier and more efficient for the dealer field staff to become trained and certified on the Sourcewell contract.		*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	John Deere maintains all licenses and certifications necessary to conduct its business around the world. This is supported by our Supply Management, Engineering, Safety, Accounting, Human Resources and Tax and Legal Departments. John Deere self-audits and has regular outside audits performed by Deloitte & Touche for compliance with all required licenses, certifications and regulations.		*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	There are no suspensions or disbarments to note.		*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	John Deere has received numerous levels of recognition and awards worldwide for quality production standards, environmental responsibility, ethics, diversity, safety and corporate citizenship. Page 12 of the 2021 Annual Report (attached in the documents section of the response) showcases some of our business highlights and the list of 2021 Awards and Recognitions.  Also, attached within the documents section is our 2021 Sustainability Report for John Deere.
20	What percentage of your sales are to the governmental sector in the past three years	Customer and segment specifics for John Deere sales are not shared publicly. For the industry as a whole that we participate in, approximately 10-15% of sales for Construction and Compact Construction Equipment are sold to governmental agencies across North American each year.
21	What percentage of your sales are to the education sector in the past three years	Our education sector sales is a low percentage of our total governmental business but education entities have utilized the Sourcewell contract previously. For construction and compact construction equipment it is generally reported as a local or state level sale.
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	NASPO, as well as state participating addendums through this contract H-GAC TASB BuyBoard  We also hold on average 5-10 individual state contracts outside of cooperative purchasing contracts.  Sales figures are not publicly shared on any of these contracts.
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA DLA US Fish & Wildlife, IDIQ  Sales figures are not publicly shared on any of these contracts.

**Table 4: References/Testimonials**

**Line Item 24.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Murphy Tractor & Equipment; an authorized dealer with a vast customer base with Sourcewell purchases.	Cole Iverson VP of Sales	507-320-8826
Brandt Tractor Ltd.; an authorized dealer with a vast customer baes with Sourcewell purchases.	Lloyd Norminton Government Sales Manager	780-486-6786
RDO Construction Equipment MW; an authorized dealer with a vast customer base with Sourcewell purchases.	Jesse Miller Government Sales Manager	952-882-2752

**Table 5: Top Five Government or Education Customers**

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**Line Item 25.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
New York State	Government	New York - NY	Sourcewell and Sourcewell participating addendum sales.	We averaged 172 sales per year over the last 3 years within the state of New York.	We averaged 19 million dollars per year over the last 3 years within the state of New York.
State of Ohio	Government	Ohio - OH	Sourcewell sales.  Ohio STS contract was also held and is now expired. These sales are not publicly shared from our office.  2022 Q4 is our first full quarter of our Sourcewell PA contract being rolled out in Ohio.	Previous contracts in Ohio averaged 38-50 transactions per year.	Previous contracts in Ohio averaged 3-5 million dollars per year.
United States Air Force	Government	Pennsylvania - PA	DLA Military Sales	Not publicly shared from our office.	Not publicly shared from our office.
Florida Forest Service	Government	Florida - FL	Florida Forest Service contract	Not publicly shared from our office.	Not publicly shared from our office.
Louisiana DOT	Government	Louisiana - LA	State DOT contract	Not publicly shared from our office.	Not publicly shared from our office.

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	Sales is covered by our independent dealer network that has been trained and certified on the Sourcewell sales processes. We have dealer standards that require a minimum sales person to customer ratio to ensure proper sales coverage and response time.
27	Dealer network or other distribution methods.	There are nearly 400 dealer locations in the U.S., authorized to sell John Deere construction equipment products and another 60 covering Canada. There are roughly 1400 dealer locations in the U.S. authorized to sell compact construction equipment another 500 across Canada. These John Deere dealers sign contracts to sell and service John Deere products in their assigned areas. We have dealer standards that require a minimum sales person to customer ratio to ensure proper sales coverage and response time.
28	Service force.	This is covered fully by our dealers. Our dealers standard policy also has a minimum service technician to machine base ratio to ensure the best service and response time.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	We have two processes for ordering products on our Sourcewell contract. The majority of our sales are ordered by authorized selling dealers that have been trained and certified by our John Deere Government Sales office. Upon delivery of an order we have a sales reporting automated process to capture the sales for reporting to Sourcewell.  For dealers that may not be certified yet, our John Deere Government Sales office reserves the right to order direct.

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>A professional, capable, well-trained, well-capitalized dealer network provides John Deere's competitive advantages. Our dealers, backed by John Deere, provide local customer support, repairs, maintenance and parts. John Deere has authorized dealers in all 50 U.S. states and all across Canada.</p> <p>There are nearly 400 dealer locations in the U.S., authorized to sell John Deere construction equipment products and another 60 covering Canada. There are roughly 1400 dealer locations in the U.S. authorized to sell compact construction equipment and another 500 across Canada. These John Deere dealers sign contracts to sell and service John Deere products in their assigned areas.</p> <p>We also have a certified technician training program to ensure quality service for our customers. There are also multiple regional parts depots across North America for the best parts availability in the industry.</p> <p>Dealers must submit an annual business plan that contains their commitment to effectively selling and supporting all potential customer in their area, including but not limited to commercial accounts, national accounts, and state, county, and local governmental agencies.</p> <p>Customer can count on John Deere construction dealers to support our products and customers.</p>
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	All areas of the U.S. will be served.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	All areas of Canada that Sourcewell has a defined partner (such as Canoe) will also be served.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	All areas of the U.S. will be served. All areas of Canada that Sourcewell has a defined partner (such as Canoe) will also be served.
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	<p>Any agency that John Deere defines as a governmental customer and is also eligible to be a Sourcewell member will qualify for the discounts on our contract. John Deere Construction &amp; Forestry defines a governmental customer as the following:</p> <ol style="list-style-type: none"> <li>1. Federal, state/provincial, county, municipal and local governmental agencies</li> <li>2. Hospitals and state/provincially accredited schools (both public and private)</li> <li>3. Special government and/or taxing districts that have authority to levy taxes and/or issue tax free municipal bonds (ex. airports)</li> <li>4. Governmental facilities run by independent management groups qualify only if a governmental agency issues the purchase order and retains ownership. Ownership by the management group voids discount eligibility.</li> <li>5. Non-governmental utilities or departments or divisions of them that provide has, water, electrical, or telephone service directly to commercial or home users</li> <li>6. Governmental agencies or departments or divisions of them that provide recycling or waste service directly to commercial or home users. Companies or departments or divisions of these utilities that do not provide service directly to commercial or home users do not qualify</li> <li>7. North American Indian Tribal Councils</li> <li>8. Non-profit agencies exempt from state/provincial and federal taxes</li> <li>9. All Municipal Railroads</li> </ol>
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The John Deere Construction & Forestry Division has assigned dealers in both Alaska and Hawaii. As is the case for the continental U.S. (CONUS), factory to dealer freight as well as local delivery by dealer to end-user will be quoted and invoiced for any applicable areas outside of the continental U.S. (CONUS). Location specific factors related to moves by ocean, barge, inland, etc. will affect final delivery date.

**Table 7: Marketing Plan**

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Since our "authorized selling dealer" initiative that was rolled out in late 2016, our marketing plan has focused on getting our dealer network to understand the power of cooperative purchasing, specially the Sourcewell contract. Our dealers are closer to the end use customers and understand their business and product needs better than our small team here in Moline, IL. Once we got the dealers fully bought in on the power, ease of use and importance of the contract, the sales numbers took off year over year. Our plan for the new contract is to continue this with our dealer network.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	John Deere has a great public website with information about our entire product line. We also have a link to a variety of governmental contracts that are available. In addition to those site, we also allow the customer to build their own machine online so they can see the options that are available before they contact their local dealer. <a href="https://www.deere.com/en/">https://www.deere.com/en/</a> <a href="https://www.deere.com/en/construction/">https://www.deere.com/en/construction/</a> <a href="https://www.deere.com/en/government-and-military-sales/">https://www.deere.com/en/government-and-military-sales/</a> <a href="https://www.deere.com/en/government-and-military-sales/state-and-local-purchasing/">https://www.deere.com/en/government-and-military-sales/state-and-local-purchasing/</a> <a href="https://configure.deere.com/cbyo/#/en_us/products">https://configure.deere.com/cbyo/#/en_us/products</a>  Our marketing communications group runs a variety of social media promotions including a YouTube channel ( <a href="https://www.youtube.com/user/JohnDeere">https://www.youtube.com/user/JohnDeere</a> ) and Facebook page ( <a href="https://www.facebook.com/JohnDeereUSCA">https://www.facebook.com/JohnDeereUSCA</a> ).  The message on these sites changes periodically but it is primarily focused on the benefits of the John Deere relationship and how we are close to our customer.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	From the John Deere perspective, there are three key components to promoting the Sourcewell contract: Sourcewell, John Deere Construction Retail Sales (JDCRS), and our dealer network across the US and Canada. Each has a key role to the success of the continued and incremental sales increases each year. Sourcewell's job is to continue to promote the brand to eligible members so they understand the basics of cooperative purchasing and the benefits of membership. JDCRS has the responsibility to train the dealers on sales processes (ceiling price, discount structure, ordering and delivering of products), how to determine if a customer is already a member and how to assist a customer that is not a member how to become a member. Our dealer's responsibility is to help identify the right product for the job and how to find the easiest, most cost effective way to source that product/solution. We believe that Sourcewell provides one of the best tools available to eligible customer and we will continue to promote that in our annual training.  We work with our dealers and support them at any regional conference or training opportunity that helps promote the brand of all three entities. Open communication between all three parties is the key for future success and incremental sales gains on the next contract.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We are investigating e-procurement options for certain product families in the future but those are not available at this time. Due to the customizable nature of products and services, there are many possible configurations for each model. Many build-code dependencies must be taken into consideration for a properly functioning machine to be built. For that reason, we feel it is best to contact the local dealer for machine configuration guidance prior to requesting a contract quote.

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training on equipment operation and safety is provided through the local dealer. At time of delivery, the dealer provides an introductory walk-around of the unit, explaining general operation and maintenance procedures, free of charge as part of the purchase. Additional product or specific system training is optional and quoted by the local dealer.

41	Describe any technological advances that your proposed products or services offer.	<p>John Deere C&amp;F products offer a variety of technology solutions to help contractors rework, improve jobsite safety, counteract labor shortages and increase efficiency. Information on those initiatives is public and can be found at the following link: <a href="https://www.deere.com/en/technology-products/precision-construction-technology/">https://www.deere.com/en/technology-products/precision-construction-technology/</a></p> <p>There was also a magazine published in the Fall of 2021 that focused on technology and its place in our industry. A link to that publication is below.</p> <p>THE DIRT publication, Fall 2021. <a href="https://www.deere.com/assets/pdfs/common/industries/construction/publications/the-dirt-fall-2021-dkmag265c-cv.pdf">https://www.deere.com/assets/pdfs/common/industries/construction/publications/the-dirt-fall-2021-dkmag265c-cv.pdf</a></p> <p>John Deere has also published what is known as our "Leap Ambitions" and that is also public. Our strategy for the Construction &amp; Forestry Division is by 2026, we will deliver:</p> <ul style="list-style-type: none"> <li>• 20+ electric and hybrid-electric product models.</li> <li>• Earthmoving: Increase SmartGrade™ grade control adoption to 50%.</li> <li>• Forestry: Boost Intelligent Boom Control adoption to 100%.</li> <li>• Roadbuilding: Increase Precision Roadbuilding Solution adoption to 85%.</li> </ul> <p>More information on our Leap Ambitions can be found at: <a href="https://www.deere.com/en/our-company/sustainability/sustainability-report/leap-ambitions/">https://www.deere.com/en/our-company/sustainability/sustainability-report/leap-ambitions/</a></p> <p>Technology advances in our products is vitally important and was on display at CES 2023 where our CEO was the keynote speaker on day 1. Information can be found at <a href="https://CES2023.deere.com">CES2023.deere.com</a></p>	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>John Deere has been very public with these initiatives and more can be found on our website in our most recently published Sustainability Report. <a href="https://www.deere.com/en/our-company/sustainability/sustainability-report/">https://www.deere.com/en/our-company/sustainability/sustainability-report/</a></p> <p>"Our next leap is ELECTRIC" is another informative piece discussing the future of electrification at John Deere. <a href="https://www.deere.com/en/our-company/electrification/">https://www.deere.com/en/our-company/electrification/</a></p>	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>In October 2022, John Deere received an award for the SBTi Validation of Greenhouse Gas Emission Reduction. <a href="https://www.deere.com/en/news/all-news/john-deere-receives-sbti-validation-of-greenhouse-gas-emission-reduction-targets/">https://www.deere.com/en/news/all-news/john-deere-receives-sbti-validation-of-greenhouse-gas-emission-reduction-targets/</a></p> <p>In 2021 John Deere acquired majority ownership of Kreisel Electric. <a href="https://www.kreiselelectric.com/johndeere/">https://www.kreiselelectric.com/johndeere/</a></p>	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>John Deere is committed to Supplier Diversity. Each year we submit to GSA a commercial plan that outlines our commitment to use WMBE's, SBE's, and other MBE's suppliers in support of our business.</p> <p>We also have signed on with two small business partners to learn about small business and partner with them to meet demand for products with a small business designation in the Federal market as well as help grow their businesses. Our partners are The Akana Group (Native American owned small business, small business, HUBZone certified) and Bravo (Service Disabled Veteran-Owned Business). If opportunities arise in the cooperative world for small business designation, we are prepared to grow that segment as well.</p>	*
45	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	<p>John Deere has a very strong presence as a construction equipment and compact construction equipment provider. John Deere is also the world's leading manufacturer of agricultural equipment. Additionally, John Deere Financial is one of the largest equipment finance companies.</p> <p>Valuable Extras:</p> <ol style="list-style-type: none"> <li>1) Genuine John Deere Parts - highest quality parts for the highest quality equipment. <ul style="list-style-type: none"> <li>-Regional parts depots strategically placed around North America for the best parts delivery response.</li> </ul> </li> <li>2) John Deere Connected Support – Allows customers to: <ul style="list-style-type: none"> <li>- Monitor alerts for the machine remotely.</li> <li>- Monitor engine hours and utilization.</li> <li>- View machine location and get driving directions to the jobsite.</li> <li>- Monitor fuel level and idle time.</li> </ul> </li> <li>3) John Deere Connected Support – Allows dealers to: <ul style="list-style-type: none"> <li>- Monitor alerts coming from the customers machine.</li> <li>- Remotely connect to a customers machine for real-time diagnostics.</li> <li>- Leverage Expert Alerts from John Deere to address potential future downtime.</li> <li>- Perform software updates from the dealership.</li> </ul> </li> </ol>	*



**Table 9: Warranty**

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	Construction equipment has basic warranty of 12 months/unlimited hours. The standard warranty general provisions including parts and labor is attached to this RFP submission. Compact construction equipment has a basic warranty of 24 months or 2,000hrs whichever occurs first.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Extended warranty is available as a separate purchase, not on this RFP, through our local dealers. Extended warranty has a year and hour limitation with each purchase. An example is 3 year 5,000hr power train/hydraulics extended warranty option.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No, TTM is not covered within our warranty.
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No, we can cover the entire U.S. and Canada with our dealer network.
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Third party warranties are handled by the original OEM of that attachment.
51	What are your proposed exchange and return programs and policies?	As noted in the standard warranty document, "John Deere will repair or replace, at its option, any parts... of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship." See attached standard warranty document for full text explanation.
52	Describe any service contract options for the items included in your proposal.	John Deere does not offer any service contracts within this RFP. Service contracts and extended warranty options are available for customers from their local dealer and can be quoted to them at time of purchase.



**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	JDCRS' only option for payment terms is Net 30 Days for direct sales. Since the majority of our deals are purchased through one of our authorized dealers, there are financing options available (JD Financial) that can be negotiated before finalizing the deal. *
54	Describe any leasing or financing options available for use by educational or governmental entities.	<p>JDCRS (contract vendor) does not play a role in leasing, financing or payment terms other than Net 30 Days.</p> <p>John Deere Financial offers leasing/financing options. The John Deere Municipal Lease Purchase Plan is a special low-rate financing plan that is designed to provide flexibility of leasing while building equity toward ownership of the John Deere equipment. Any state or local government body, or their political subdivisions, having the power to tax may be eligible for the John Deere Municipal Lease Purchase Plan, subject to approval. *</p> <p>John Deere Financial also offers other leasing and financing options for governmental, educational and non-profit entities, subject to approval.</p> <p>All leasing and financing options are handled through the local dealer and John Deere Financial.</p> <p>The lease/finance provider funds the contract sales invoice within 30 days.</p>
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Our John Deere dealers use approved applications in their business system to provide quotes to customers stating the approved contract discount rate. The quote contains terms and conditions for the quote and terms for payment when a PO is issued. For direct sales through our office similar documentation is used and is available in the document upload section. *
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	P-card payments are accepted with a 3% processing fee added to the contract quote. P-card usage is to be made known at time of quote request. Customer PO must cover the added fee. *

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Each model will have a discount associated to it which applies to all options of that model fully configured, base coded attachments will have a separate discount schedule. Third party attachments (AT and BYT kits) are not part of this RFP proposal and are available for separate purchase by our dealer.  The model and discount schedule is attached. Full current price pages will be submitted upon successful award. Any price changes or model updates will be submitted through the PnP process.
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Quotes are provided to the customer with a discount off of current list price. Quotes are price protected for a period of 30 days as long as a PO is received within that 30 day period. See attached pricing & discount schedule as well as the example quote for our proposal on this RFP.
59	Describe any quantity or volume discounts or rebate programs that you offer.	We offer two different volume discounts between our construction equipment (CE) portfolio and our compact construction equipment (CCE) portfolio due to the difference in acquisition costs of the larger construction equipment verses the smaller compact construction equipment.  CE: 5-7 machines = 1%, 8-14 machines = 2%, 15+ machines = 3% CCE: 8-14 machines = 1%, 15+ machines = 3%
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sourced or open market items are not part of our RFP response but we do allow dealers to quote these as dealer provided items as a separate line item on the quote. Discounts will not be applied to these open market items. Quotes for these products are negotiated directly through the customer and our dealer network.
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The following will not be included: 1. Dealer provided goods and services: Non-factory goods and services (third party items) will be quoted by dealer at the customers request. 2. Set-up and installation fees: These charges will be quoted by the dealer and are not part of this RFP. 3. Pre-Delivery Inspection (PDI): A PDI is performed on all new machine purchases to ensure proper fluid levels, check system pressures, verify accurate system operation, and cleaning of the unit prior to delivery. The cost of the PDI is quoted by the dealer and will vary by machine model and complexity.  Taxes: Local taxes, if applicable, will be assessed.
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery and shipping are charged to the customer and added to the quote as separate line items.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, delivery and shipping are charged to the customer and added to the quote as separate line items just as they are for all participating entities. Travel that occurs by ocean, barge or inland may affect the delivery time of the machine.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	If a customer has a unique request, we can review at that time, otherwise there are no unique methods offered in this RFP.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Sourcwell has become our most valued contract to our dealer network for governmental business. We will continue to use our best available discount schedule to support this contract.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template.	Our dealers are required to participate in a contract sales training class to ensure they are promoting the contract per the Terms and Conditions of our RFP response. Dealers are made aware of how to obtain the effective price date of the contract, so the customer is being quoted accurately. Whenever there is a price change approved by Sourcwell, we communicate that information via our dealer bulletin process and post on our dealer microsite. We also use an automated settlement process where a dealer utilizes a program ID code so that we can accurately capture the sales each quarter for our internal review and submit to Sourcwell for the payment of our admin fee. We will also be launching a new quoting process to simplify the quoting process for many of our dealers to ensure accurate pricing per the terms and conditions of our contract.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Upon award of this contract, we track the sales performance of each dealer group across the US and Canada to achieve our market share goals for construction equipment and compact construction equipment in the governmental segments. This has worked well for this contract to date, and we will continue to use this market share metric to keep our dealers accountable for performance.
68	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We have had great success growing and expanding the utilization of this contract for all our dealers in the US and Canada and will continue this growth by providing a 0.5% admin fee to Sourcwell on all contract items. Third party attachments or non-contract items (dealer provided items) are not subject to the admin fee. The total calculated admin fee is payable each calendar quarter to Sourcwell.

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We will be offering our complete line of construction equipment and compact construction equipment, as well as base coded attachments. Product families include Articulated Dump Trucks, Backhoes, Compact Track Loaders, Crawler Dozers, Crawler Loaders, Excavators, Compact Excavators, Tractor Loaders, Motor Graders, Skid Steer Loaders, Wheel Loaders and Compact Wheel Loaders.  All services including product support, part support, and warranty work will be provided by our authorized dealers and not part of this contract.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A

**Table 148: Depth and Breadth of Offered Equipment Products and Services**

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Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered	Comments
71	Wheeled, tracked, and backhoe loaders	<input checked="" type="radio"/> Yes <input type="radio"/> No	
72	Motor Graders	<input checked="" type="radio"/> Yes <input type="radio"/> No	
73	Wheeled and tracked excavators	<input checked="" type="radio"/> Yes <input type="radio"/> No	
74	Bulldozers, compactors, scrapers, articulated and rigid haulers	<input checked="" type="radio"/> Yes <input type="radio"/> No	We do not offer rigid haulers. Compactors are offered on the separate Wirtgen contract.
75	Cranes	<input type="radio"/> Yes <input checked="" type="radio"/> No	
76	Accessories or attachments for the offering in #71-75 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	We will be offering base coded attachments at time of whole goods purchase or separately if needed. AT kits and BYT kits (third party attachments) are not part of this contract.
77	Technology or services for the offering in #71-75 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Link Telematics, Grade Control, and Slope Control are examples of these technology services that are available as options on certain products.

**Table 14C: Required Offering of Equipment**

Indicate below if the proposer's proposal includes at least one (1) of the following listed types or classes of equipment. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered	Comments
78	Wheel loader with published net horsepower (HP) of at least 300 HP	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer 4 wheel loaders that meet this spec requirement.
79	Wheeled or tracked excavator with a published net horsepower (HP) of at least 150 HP	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer 10 excavators that meet this spec requirement.
80	Motor Grader with a published maximum operating weight of at least 30,000 lbs.	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer 8 motor graders that meet this spec requirement.
81	Rough terrain, all terrain, crawler, floating, lattice, or telescopic crane with a published maximum lifting capacity of at least 300 tons and a published maximum boom length of at least 150 feet	<input type="radio"/> Yes <input checked="" type="radio"/> No	

**Exceptions to Terms, Conditions, or Specifications Form**

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

**Documents****Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - [Pricing](#) - RFP 011723 Model & Discount Schedule.pdf - Monday January 09, 2023 11:48:21
  - [Financial Strength and Stability](#) - Deere-Co\_Annual-Report-2021.pdf - Tuesday November 29, 2022 12:34:40
  - Marketing Plan/Samples (optional)
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Warranty Information](#) - US CAN deere wty stmt.pdf - Tuesday December 06, 2022 10:27:02
  - [Standard Transaction Document Samples](#) - Sample Sourcewell Quote.pdf - Monday January 09, 2023 11:22:37
  - [Upload Additional Document](#) - Sustainability Report 2021.pdf - Tuesday November 29, 2022 13:01:16

**Addenda, Terms and Conditions****PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Mark Oliver, Manager, Contract Sales, John Deere Construction Retail Sales

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_5_Heavy_Construction_Equipment_RFP_011723</b> Tue January 10 2023 08:47 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_4_Heavy_Construction_Equipment_RFP_011723</b> Fri January 6 2023 09:51 AM	<input checked="" type="checkbox"/>	2
<b>Addendum_3_Heavy_Construction_Equipment_RFP_011723</b> Thu December 29 2022 12:33 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_2_Heavy_Construction_Equipment_RFP_011723</b> Wed December 21 2022 01:49 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Heavy_Construction_Equipment_RFP 011723</b> Thu December 15 2022 09:27 AM	<input checked="" type="checkbox"/>	1



**Sourcewell Contract 011723-JDC****John Deere Construction Retail Sales****List Price Discounts**

**Note: Discounts will be calculated based on current pricing at the time an agency requests the quote and will be valid for 30 days.**

Please contact your local dealer for a contract quote: <https://dealerlocator.deere.com/servlet/>

<b>Product Family</b>	<b>Model</b>	<b>List Price Discount</b>
Articulated Dump Trucks	260E	31%
Articulated Dump Trucks	260 P-Tier	28%
Articulated Dump Trucks	310E	31%
Articulated Dump Trucks	310 P-Tier	28%
Articulated Dump Trucks	410E-II	31%
Articulated Dump Trucks	410 P-Tier	28%
Articulated Dump Trucks	460E-II	31%
Articulated Dump Trucks	460 P-Tier	28%

<b>Product Family</b>	<b>Model</b>	<b>List Price Discount</b>
Backhoes	310L EP	43%
Backhoes	310L	43%
Backhoes	310 G-Tier	43%
Backhoes	310 P-Tier	43%
Backhoes	310SL	43%
Backhoes	310SL HL	43%
Backhoes	315SL	43%
Backhoes	320 P-Tier	43%
Backhoes	410L	41%
Backhoes	410 P-Tier	41%
Backhoes	710L	43%
Backhoes	710 P-Tier	43%

<b>Product Family</b>	<b>Model</b>	<b>List Price Discount</b>
Compact Track Loaders	317G	30%

Compact Track Loaders	325G	30%
Compact Track Loaders	331G	30%
Compact Track Loaders	333G	30%

<b>Product Family</b>	<b>Model</b>	<b>List Price Discount</b>
Dozers	450K	27%
Dozers	450 P-Tier	27%
Dozers	550K	27%
Dozers	550 P-Tier	27%
Dozers	650K	28%
Dozers	650 P-Tier	28%
Dozers	700L	25%
Dozers	750L	25%
Dozers	850L	26%
Dozers	950K	33%
Dozers	1050K	33%

<b>Product Family</b>	<b>Model</b>	<b>List Price Discount</b>
Crawler Loaders	655K	28%
Crawler Loaders	755K	28%

<b>Product Family</b>	<b>Model</b>	<b>List Price Discount</b>
Excavators	75G	32%
Excavators	75 P-Tier	32%
Excavators	85G	32%
Excavators	85 P-Tier	32%
Excavators	130G	34%
Excavators	130 P-Tier	32%
Excavators	135G	34%
Excavators	135 P-Tier	32%
Excavators	160G LC	36%
Excavators	160 P-Tier	32%

Excavators	190GW	43%
Excavators	200G LC	36%
Excavators	200 G-Tier	32%
Excavators	210G LC	36%
Excavators	210 P-Tier	32%
Excavators	245G LC	35%
Excavators	245 P-Tier	32%
Excavators	250G LC	35%
Excavators	250 P-Tier	32%
Excavators	300G LC	35%
Excavators	300 P-Tier	32%
Excavators	345G LC	30%
Excavators	345 P-Tier	32%
Excavators	350 P-Tier	32%
Excavators	380 P-Tier	32%
Excavators	470 P-Tier	32%
Excavators	670 P-Tier	32%
Excavators	870 P-Tier	32%

<b>Product Family</b>	<b>Model</b>	<b>List Price Discount</b>
Compact Excavators	17G	27%
Compact Excavators	17 P-Tier	27%
Compact Excavators	26G	27%
Compact Excavators	26 P-Tier	27%
Compact Excavators	30G	27%
Compact Excavators	30 P-Tier	27%
Compact Excavators	35G	27%
Compact Excavators	35 P-Tier	27%
Compact Excavators	50G	27%
Compact Excavators	50 P-Tier	27%
Compact Excavators	60G	27%
Compact Excavators	60 P-Tier	27%

<b>Product Family</b>	<b>Model</b>	<b>List Price Discount</b>
Tractor Loader	210 G-Tier	39%
Tractor Loader	210 P-Tier	39%

<b>Product Family</b>	<b>Model</b>	<b>List Price Discount</b>
Motor Graders	620G	41%
Motor Graders	622G	41%
Motor Graders	670G	42%
Motor Graders	672G	42%
Motor Graders	770G	43%
Motor Graders	772G	43%
Motor Graders	870G	43%
Motor Graders	872G	43%

<b>Product Family</b>	<b>Model</b>	<b>List Price Discount</b>
Skid Steers	316GR	30%
Skid Steers	318G	30%
Skid Steers	320G	30%
Skid Steers	324G	30%
Skid Steers	330G	30%
Skid Steers	332G	30%

<b>Product Family</b>	<b>Model</b>	<b>List Price Discount</b>
Wheel Loaders	444 P-Tier	38%
Wheel Loaders	524 P-Tier	39%
Wheel Loaders	544 G-Tier	36%
Wheel Loaders	544 P-Tier	39%
Wheel Loaders	624 P-Tier	38%
Wheel Loaders	644 G-Tier	33%
Wheel Loaders	644 P-Tier	34%
Wheel Loaders	644 X-Tier	37%
Wheel Loaders	724 P-Tier	35%

Wheel Loaders	744L	32%
Wheel Loaders	744 P-Tier	30%
Wheel Loaders	824L	32%
Wheel Loaders	824 P-Tier	30%
Wheel Loaders	844L	32%
Wheel Loaders	844 P-Tier	30%
Wheel Loaders	844L AH	32%
Wheel Loaders	904 P-Tier	30%
Wheel Loaders	944K	36%
Wheel Loaders	944 X-Tier	35%

<b>Product Family</b>	<b>Model</b>	<b>List Price Discount</b>
Compact Wheel Loaders	184 G-Tier	26%
Compact Wheel Loaders	204L	26%
Compact Wheel Loaders	204 G-Tier	26%
Compact Wheel Loaders	244L	26%
Compact Wheel Loaders	244 P-Tier	26%
Compact Wheel Loaders	304L	26%
Compact Wheel Loaders	304 G-Tier	26%
Compact Wheel Loaders	324L	26%
Compact Wheel Loaders	324 P-Tier	26%
Compact Wheel Loaders	344L	26%
Compact Wheel Loaders	344 P-Tier	26%

<b>Product Family</b>	<b>Model</b>	<b>List Price Discount</b>
Base Coded Attachments	Various	14%

**Additional Volume Discounts if Ordered on One Purchase Order**

**CE Volume Discount:**

<b>Quantity</b>	<b>Additional Volume Discount</b>
5-7 Machines	1%
8-14 Machines	2%
15+ Machines	3%

**CCE Volume Discount:**

<b>Quantity</b>	<b>Additional Volume Discount</b>
8-14 Machines	1%
15+ Machines	3%

For Contract questions, contact:  
Brooke L. DeVol  
Contract Administrator  
John Deere Construction Retail Sales  
309-207-0431  
[ForsbergBrookeL@JohnDeere.com](mailto:ForsbergBrookeL@JohnDeere.com)



# JAMES RIVER EQUIPMENT

Attn:  
County of Fluvanna

Date: 6/12/2023

## QUOTE #03278237 : John Deere 310L Backhoe, Sourcewell Cooperative (formerly NJPA) Contract 032119-JDC

All the prices in the detailed sections are Per machine basis

### Machine Configuration

Code	Description	Qty	Price
	310 L Backhoe	1	\$149,493.00
1065	Engine FT4	1	\$7,593.00
170K	JD Link	1	\$0.00
2035	Cab Standard	1	\$12,582.00
2401	English Decals	1	\$0.00
3075	4WD	1	\$0.00
4462	Galaxy 19.5L24 & 16.5XD2010 Tires	1	\$0.00
5285	Pilot Controls	1	\$2,798.00
5400	Coupler Less Back hoe Thumb Compatible	1	\$0.00
5656	24" Bucket	1	\$2,286.00
6020	Extendahoe	1	\$10,180.00
6210	No Auxiliary Hydraulics Dipper	1	\$0.00
7080	Loader w/Aux. Hydraulics	1	\$3,431.00
7675	86" Multi-Purpose Loader Bucket	1	\$10,630.00
8415	BUMPER	1	\$234.00
8675	Dual Battery	1	\$301.00
9210	Console w/Cup Holder	1	\$85.00
9515	Oil Sample Ports	1	\$217.00
9905	Strobe light	1	\$617.00
9920	Mirrors Ext. Rear View	1	\$360.00
9965	Air Ride Seat	1	\$528.00
		<b>Total</b>	\$201,335.00
		<b>Discount 43%</b>	\$86,574.05
		<b>Net Price</b>	\$114,760.95

### Custom Jobs

Code	Description	Qty	Price
	PRE-DELIVERY INSPECTION	1	\$1,650.00
	DELIVERY TO CUSTOMER	1	\$450.00



	MDF	1	\$400.00
	Extended Warranty 60 Month/ 1,500 Hour PT & HYD	1	\$1,700.00
<b>Total</b>			<b>\$4,200.00</b>

Trade ins	Price

Quote Summary	Price
Item Description	
Machine Net Price	\$118,960.95
Custom Jobs	
Less trade ins	\$0.00
Price per Machine	\$118,960.95

Destination/Incoming Freight Charge	Price
Ashland, VA	\$3,500.00

**Total Net Price (Quantity = 2) \$122,460.95**

**PRICE OF S/N 1T0310LXLPF445435 - SUBJECT TO AVAILABILITY**

**Warranty Terms:**

The standard warranty period for the excavator is twelve (12) consecutive months or 2000 hours.

**Remarks:**

*Please note that this quote is valid for 30 days*

Darrell Printz, Phone 804-798-6001, dprintz@jamesriverequipment.com -- Purchase Order must be to : James River Equipment Virginia, LLC, 11407 Leadbetter Road Ashland, VA 23005. Payment terms are Net 30 only. Operating Leases are not allowed.

**Exhibit 5  
VENDOR DATA SHEET**

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

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

\_\_\_\_\_ Years \_\_\_\_\_ Months

4. Vendor Information:

FIN or FEI Number: \_\_\_\_\_ If Company, Corporation, or Partnership

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

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

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

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

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

I certify the accuracy of this information.

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

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

**PLEASE RETURN THIS PAGE**

**PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA**

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

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

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

A. \_\_\_\_\_ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor’s Identification Number issued to it by the SCC is \_\_\_\_\_.

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

C. \_\_\_\_\_ Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

**Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.**

Legal Name of Company (as listed on W-9) \_\_\_\_\_

Legal Name of Offeror/Bidder \_\_\_\_\_

Date \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Print or Type Name and Title \_\_\_\_\_

**PLEASE RETURN THIS PAGE**

**CERTIFICATION OF NO COLLUSION**

The undersigned, acting on behalf of \_\_\_\_\_, does hereby certify in connection with the procurement and proposal to which this Certificate of No Collusion is attached that:

This bid is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce; nor is this bid the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.1 of the Code of Virginia, 1950, as amended (18.2-498.1 et seq.).

Respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Complete if Bidder is an Entity:**

WITNESS the following duly authorized signature and seal:

Name of Entity: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

Signature

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

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

STATE OF \_\_\_\_\_

COUNTY/CITY OF \_\_\_\_\_, to-wit:

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

\_\_\_\_\_ [SEAL]

Notary Public

My commission expires: \_\_\_\_\_

Notary registration number: \_\_\_\_\_



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

**TAB K**

<b>MEETING DATE:</b>	June 21, 2023				
<b>AGENDA TITLE:</b>	EMS Supervisor Position Description Update				
<b>MOTION(s):</b>	<b>I move the Board of Supervisors to approve the updated position description for the EMS Supervisor, as presented.</b>				
<b>BOS 2 YEAR GOALS?</b>	Yes	No	<b>If yes, list goal(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
<b>STAFF CONTACT(S):</b>	Donna Snow, Director of Human Resources				
<b>PRESENTER(S):</b>	Donna Snow, Director of Human Resources				
<b>RECOMMENDATION:</b>	Approve				
<b>TIMING:</b>	Normal				
<b>DISCUSSION:</b>	Requesting the Board of Supervisors approve the updated position description for the EMS Supervisor.				
<b>FISCAL IMPACT:</b>	None				
<b>POLICY IMPACT:</b>	None				
<b>LEGISLATIVE HISTORY:</b>	None				
<b>ENCLOSURES:</b>	<ul style="list-style-type: none"> <li>• EMS Supervisor Redline Position Description</li> <li>• EMS Supervisor Final Draft Position Description</li> </ul>				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
				X	COAD







Fluvanna County, Virginia  
Department of Emergency Services  
Job Description

**EMS Supervisor**

<b>Job Class #:</b>	9100
<b>Pay Grade:</b>	22
<b>Category:</b>	Full-Time (with benefits)
<b>FLSA Status:</b>	Exempt
<b>Reports To:</b>	County Administrator

**SUMMARY**

The EMS Supervisor performs difficult skilled human support and administrative work coordinating day-to-day activities of the Department, scheduling, supervising, and overseeing the work of all levels of EMTs, operating an ambulance, responding to calls for emergency medical services, providing emergency medical care, preparing and maintaining appropriate records and files, and related work as apparent or assigned. Work is performed under the general direction of the County Administrator and the auspices of the Department's Operational Medical Director.

**ESSENTIAL FUNCTIONS**

- Provides supervision for the day-to-day operational efficiency of the department's activities; coordinates work in station and on emergency calls both on-site and in transport; reviews service calls and provides quality improvement feedback to appropriate authority.
- Supervises service personnel and responds to emergency calls of a possible critical nature such as those involving chest pain, possible stroke, respiratory distress, trauma, cardiac arrest, altered mental status/unconsciousness, or other conditions that might require advanced life support including treatment techniques such as airway management, cardiac monitoring and defibrillation, electrocardiogram strip interpretation, IV therapy, drug administration, behavioral sedation, rapid sequence intubation and other stabilizing techniques as necessary.
- Responds to and assist with Emergency Management calls and critical incidents when notified by the Emergency Management Coordinator.
- Reviews all EMS calls to ensure quality control and to evaluate areas for additional training and ensures that regular quality improvement committee meetings are held in conjunction with the Department's Operational Medical Director.
- Drives vehicles and transports patients to emergency care facilities.
- Performs a variety of record-keeping and administrative reporting duties. Ensures that service prehospital patient care reports are completed promptly.
- Coordinates ordering of appropriate equipment and supplies for proper functioning and response of the Department to service requests.
- Ensures proper handling of all medications, including controlled substances.
- Complies with safety policies and procedures implemented by the assigned department; encourages and promotes a culture of safety and service.

- Attends continuing education for certification; coordinates training events and opportunities for department staff.
- Works in conjunction with the Department's Operational Medical Director to ensure that appropriate patient assessment, treatment, and disposition, including the selection of transport destination is provided to patients by the Department by overseeing the quality management program.
- Maintains positive working relationships and coordinates with other County fire, rescue, and law enforcement to provide optimal services.
- Performs the duties of the Department's Designated Infection Control Officer.
- Be an EMT-certified instructor and develop and implement a county-wide CEU program
- Ability to function effectively as part of a team; considerable skill in performing emergency medical technician assessments, patient treatment, and procedures.
- Physically able to operate a variety of machinery and equipment.
- Ability to follow verbal and written instructions;
- Ability to communicate effectively orally and in writing;
- Ability to establish and maintain effective working relations with employees, volunteers, other agencies, and the general public.
- Any combination of training and experience which provides the required skills, knowledge, and abilities.
- This position is also responsible for performing other duties as assigned.

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

The essential function of the position is to provide Fluvanna County Citizens with comprehensive EMS Service. The position must maintain all required certifications and licenses.

- High School diploma or equivalent;
- Virginia EVOG (Class II or III) as recognized by the Virginia EMS regulations;
- VA EMT-I or EMT-P;
- VAOEMS Education Coordinator;
- Designated Infection Control Officer Certification;
- CPR
- ACLS, PALS
- ICS 100, 200, 700, 800

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

Minimum 3 years of experience as an EMS lead or EMS shift supervisor, with a preferred 5 years of experience as an EMS lead or EMS Shift supervisor. Will consider other experience on a case-by-case basis, considering education and experience.

The below certifications are not required for this position, but could be beneficial for the future:

- ICS 300 & 400
- VA State Firefighter I & II;
- Virginia EVOG (Class III);

<b>WORKING CONDITIONS AND PHYSICAL REQUIREMENTS</b>
<ul style="list-style-type: none"><li>• <u>Environmental</u>: Work is typically performed in an indoor/outdoor setting The department Admin is currently open to the public Monday through Friday from 8:00 a.m. until 5:00 p.m.</li><li>• <u>Physical Effort</u>: Light to moderate work, exerting up to 50 pounds of force occasionally, and/or up to 10 pounds of force frequently, and/or a negligible amount of force constantly to move objects.</li><li>• <u>Hazards</u>: Employee is subject to both inside and outside conditions: activities occur inside and outside in approximately equal amounts.</li></ul>

<b>POST OFFER REQUIREMENTS</b>
<ul style="list-style-type: none"><li>• Criminal Background check</li><li>• Possession of and Maintaining a driver’s license valid in the Commonwealth of Virginia</li><li>• Fingerprints per VA OEMS</li><li>• Vaccination records</li><li>• Copy of Certifications.</li><li>• Twelve (12) month probationary period.</li><li>• Must consent to drug testing consistent with Fluvanna County’s Drug-Free Workplace Policy</li></ul>

<b>Department Head Recommended:</b>	<b>HR Manager Approval as to Form:</b>	<b>County Administrator Recommended:</b>	<b>Board of Supervisors Approved:</b>
December 12, 2022	December 12, 2022	December 12, 2022	December 21, 2022





Fluvanna County, Virginia  
Department of Emergency Services  
Job Description

**EMS Supervisor**

<b>Job Class #:</b>	9100
<b>Pay Grade:</b>	22
<b>Category:</b>	Full-Time (with benefits)
<b>FLSA Status:</b>	Exempt
<b>Reports To:</b>	<del>Emergency Management Coordinator</del> County Administrator

**SUMMARY**

The EMS Supervisor performs difficult skilled human support and administrative work coordinating day-to-day activities of the Department, scheduling, supervising, and overseeing the work of all levels of EMTs, operating an ambulance, responding to calls for emergency medical services, providing emergency medical care, preparing and maintaining appropriate records and files, and related work as apparent or assigned. Work is performed under the general direction of the ~~Emergency Management Coordinator~~ County Administrator and the auspices of the Department's Operational Medical Director.

**ESSENTIAL FUNCTIONS**

- Provides supervision for the day-to-day operational efficiency of the department's activities; coordinates work in station and on emergency calls both on-site and in transport; reviews service calls and provides quality improvement feedback to appropriate authority.
- Supervises service personnel and responds to emergency calls of a possible critical nature such as those involving chest pain, possible stroke, respiratory distress, trauma, cardiac arrest, altered mental status/unconsciousness, or other conditions that might require advanced life support including treatment techniques such as airway management, cardiac monitoring and defibrillation, electrocardiogram strip interpretation, IV therapy, drug administration, behavioral sedation, rapid sequence intubation and other stabilizing techniques as necessary.
- Responds to and assists with Emergency Management calls and critical incidents when ~~directed~~ notified by the Emergency Management Coordinator.
- Reviews all EMS calls to ensure quality control and to evaluate areas for additional training and ensures that regular quality improvement committee meetings are held in conjunction with the Department's Operational Medical Director.
- Drives vehicles and transports patients to emergency care facilities.
- Performs a variety of record-keeping and administrative reporting duties. Ensures that service prehospital patient care reports are completed promptly.
- Coordinates ordering of appropriate equipment and supplies for proper functioning and response of the Department to service requests.
- Ensures proper handling of all medications, including controlled substances.
- Complies with safety policies and procedures implemented by the assigned department; encourages and promotes a culture of safety and service.

- Attends continuing education for certification; coordinates training events and opportunities for department staff.
- Works in conjunction with the Department's Operational Medical Director to ensure that appropriate patient assessment, treatment, and disposition, including the selection of transport destination is provided to patients by the Department by overseeing the quality management program.
- Maintains positive working relationships and coordinates with other County fire, rescue, and law enforcement to provide optimal services.
- Performs the duties of the Department's Designated Infection Control Officer.
- Be an EMT-certified instructor and develop and implement a county-wide CEU program
- Ability to function effectively as part of a team; considerable skill in performing emergency medical technician assessments, patient treatment, and procedures.
- Physically able to operate a variety of machinery and equipment.
- Ability to follow verbal and written instructions;
- Ability to communicate effectively orally and in writing;
- Ability to establish and maintain effective working relations with employees, volunteers, other agencies, and the general public.
- Any combination of training and experience which provides the required skills, knowledge, and abilities.
- This position is also responsible for performing other duties as assigned.

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

The essential function of the position is to provide Fluvanna County Citizens with comprehensive EMS Service. The position must maintain all required certifications and licenses.

- High School diploma or equivalent;
- Virginia EVOG (Class II or III) as recognized by the Virginia EMS regulations;
- VA EMT-I or EMT-P;
- VAOEMS Education Coordinator;
- Designated Infection Control Officer Certification;
- CPR
- ACLS, PALS
- ICS 100, 200, 700, 800

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

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<b>Department Head Recommended:</b>	<b>HR Manager Approval as to Form:</b>	<b>County Administrator Recommended:</b>	<b>Board of Supervisors Approved:</b>
December 12, 2022	December 12, 2022	December 12, 2022	December 21, 2022





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

**TAB L**

<b>MEETING DATE:</b>	June 21, 2023				
<b>AGENDA TITLE:</b>	VDOT Secondary Road Acceptance – Berry Court				
<b>MOTION(s):</b>	<b>I move the Fluvanna County Board of Supervisors adopt the resolution entitled “A Resolution to Take Streets in the Taylor Ridge Subdivision into the Secondary System of Highways in Fluvanna County, Virginia.”</b>				
<b>BOS 2 YEAR GOALS?</b>	Yes	No	<b>If yes, list goal(s):</b>		
		XX			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				XX	
<b>STAFF CONTACT(S):</b>	Caitlin Solis, Clerk to the Board				
<b>PRESENTER(S):</b>	Eric Dahl, County Administrator				
<b>RECOMMENDATION:</b>	Adoption of the Resolution				
<b>TIMING:</b>	Routine				
<b>DISCUSSION:</b>	N/A				
<b>FISCAL IMPACT:</b>	N/A				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>					
<b>ENCLOSURES:</b>	<ul style="list-style-type: none"> <li>• Resolution</li> <li>• VDOT Secondary Road Acceptance AM-4.3 – Berry Court</li> </ul>				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
					X





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

**RESOLUTION No. 19-2023**

**A Resolution to Take Streets in the Taylor Ridge Subdivision  
into the Secondary System of Highways in Fluvanna County, Virginia**

At a regular meeting of the Board of Supervisors of Fluvanna County held at the Carysbrook Performing Arts Center at 5:00 PM on Wednesday, June 21, 2023, at which the following members were present, the following resolution was adopted by a majority of all members of the Board of Supervisors, the vote being recorded in the minutes of the meeting as shown below:

**WHEREAS**, the eligible streets described on the attached VDOT AM-4.3 form, fully incorporated herein by reference, are shown on plats recorded in the clerk’s office of the Circuit Court of Fluvanna County; and

**WHEREAS**, the streets described in the Taylor Ridge Subdivision have been developed in Fluvanna County and the developer has constructed the streets in accordance with the plans submitted to and approved by the Virginia Department of Transportation and the streets have been inspected by the Office of the Land Development Engineer and found to be acceptable in the State Highway System; and

**NOW, THEREFORE BE IT RESOLVED**, on this 21st day of June, 2023, that the Fluvanna County Board of Supervisors hereby requests that the Virginia Department of Transportation add the described roads listed on the attached VDOT AM-4.3 form to the Secondary System of State Highways of Fluvanna County pursuant to Section 33.2-705 of the Code of Virginia, as amended, and the Subdivision Street Requirements; and

**BE IT FURTHER RESOLVED**, that the Fluvanna County Board of Supervisors guarantees a clear and unrestricted right-of-way, and any necessary easements for cuts, fills, and drainage; and

**BE IT YET FURTHER RESOLVED** that a certified copy of this resolution be forwarded to the Land Development Engineer for the Virginia Department of Transportation.

**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 21st day of June, 2023:

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

*Attest:*

\_\_\_\_\_  
Mozell Booker, Chair  
Board of Supervisors  
Fluvanna County, Virginia



Form AM 4.3  
(Rev 05/19/2023)

ICR ID: 39023952  
SSR



**COMMONWEALTH OF VIRGINIA DEPARTMENT OF TRANSPORTATION**  
**Form AM 4.3**

**In Fluvanna County**

by Resolution of the governing body adopted

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

A Copy Testee Signed (County Official): \_\_\_\_\_

**Report of Changes in the Secondary System of State Highways**

Project/Subdivision: **Berry Court**

CHANGE TYPE	RTE NUM & STREET NAME	CHANGE DESCRIPTION	FROM TERMINI	TO TERMINI	LENGTH	NUMBER OF LANES	RECORDATION REFERENCE	ROW WIDTH
Addition	Rt. 1079 - Berry Court	New subdivision street §33.2-705	Rte 1074 - Taylor Ridge Way	End of CDS	0.25	2	BD 604, P 918-919	50





**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 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



# MEMORANDUM

**Date:** June 21, 2023  
**From:** Theresa McAllister – Management Analyst  
**To:** Board of Supervisors  
**Subject:** FY23 BOS Contingency Balance

The FY23 BOS Contingency line balance is as follows:

<b>Beginning Original Budget:</b>	<b>\$162,000</b>
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
<b>Available:</b>	<b>\$92,006.96</b>







## MEMORANDUM

**Date:** June 21, 2023  
**From:** Theresa McAllister – Management Analyst  
**To:** Board of Supervisors  
**Subject:** FY23 Capital Reserve Balances

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The FY23 Capital Reserve account balances are as follows:

### County Capital Reserve:

FY22 Carryover	\$512,518
<b>FY23 Budget Allocation:</b>	<b>\$250,000</b>
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
<b>FY23 Available:</b>	<b>540,987.90</b>



**Schools Capital Reserve:**

FY22 Carryover	\$387,600
<b>FY23 Budget Allocation:</b>	<b>\$200,000</b>
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

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
Add: Closed CRM Projects 5/18/2023	30.44
Less: Repair, installation of parts, and labor on the Air Handling Unit (AHU) at FMS	-9,880
Less: Installing new sewer main 6 inch pipe from building to existing sewer main	-32,500
<b>FY23 Available:</b>	<b>258,993.42</b>



# MEMORANDUM

**Date:** June 21, 2023  
**From:** Theresa McAllister – Management Analyst  
**To:** Board of Supervisors  
**Subject:** Unassigned Fund Balance

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<b>FY22 Year End Audited Total Unassigned Fund Balance:</b>	<b>\$26,519,445</b>
<b>Unassigned Fund Balance – 12% Target Per Policy:</b>	<b>\$10,215,566</b>
<b>Unassigned Fund Balance – Excess Above Policy Target:</b>	<b>\$16,303,879</b>
Less: Palmyra Village Streetscape Project 10.19.22	-317,831
Less: Pleasant Grove Athletic Field Lighting	-108,990
<b>Current Unassigned Fund Balance – Excess Above Policy Target:</b>	<b>\$15,877,058</b>



## The Board of Supervisors Two Year Plan – *Draft, August 2022*

#	Complete	2022 Two Year Goals	Year 1	Year 2	Notes
<b>A</b>		<b>SERVICE DELIVERY</b>			
<b>A1</b>		Work with FRA to identify support options for Fire and Rescue volunteers.		X	
<b>A2</b>		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
<b>A3</b>		Initiate comprehensive review of traffic throughout the county with a particular focus on high-traffic areas around the Lake Monticello community.		X	
<b>A4</b>		Community transportation options and alternatives.		X	Shared school buses/drivers providing transportation for county residents; TJPDC Rural Transportation work group; JAUNT
<b>A5</b>		Implement annual county volunteer recognition ceremony.		X	
<b>A6</b>		Design implementation plan for professional Fire Chief position.		X	
<b>B</b>		<b>COMMUNICATION</b>			
<b>B1</b>		Develop communication plan to inform residents of County projects, accomplishments, and where tax dollars are spent.		X	
<b>C</b>		<b>PROJECT MANAGEMENT</b>			
<b>C1</b>		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	
<b>D</b>		<b>COMMUNITY DEVELOPMENT &amp; ENRICHMENT</b>			
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		<b>FINANCIAL STEWARDSHIP AND EFFICIENCY</b>			

#	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	