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FLUVANNA COUNTY BOARD OF SUPERVISORS MEETING AGENDA

Circuit Courtroom, Fluvanna Courts Building March 15, 2017

Work Session TBD - 4:00pm

Regular Meeting - 7:00pm

TAB	AGENDA ITEMS
A – CA	ALL TO ORDER
B – PL	EDGE OF ALLEGIANCE AND MOMENT OF SILENCE
C – BL	JDGET WORK SESSION
D – CL	LOSED MEETING AND DINNER RECESS
	TBD
	RECESS – DINNER BREAK
	RECONVENE @ 7:00pm
TAB	AGENDA ITEMS
1 – CA	ALL TO ORDER
2 – PL	EDGE OF ALLEGIANCE AND MOMENT OF SILENCE
3 – AD	DOPTION OF AGENDA
4 – CC	DUNTY ADMINISTRATOR'S REPORT
5 – PL	JBLIC COMMENTS #1 (5 minutes each)
6 – PL	JBLIC HEARING
	None
7 – AC	CTION MATTERS
R	E911 Radio Project: Change Order #6 – CVEC Tower Site—Cheryl Elliott, Emergency Services Coordinator
S	Appointment/Reappointment to the Rivanna River Basin Commission—Steven M. Nichols, County Administrator
Т	Health Insurance Plan Proposals —Gail Parrish, Human Resources Manager
U	Advertisement of the Proposed Fiscal Year 2018 Operations Budget, Capital Improvements Plan & Tax Rates – Eric Dahl, Deputy County Administrator and Finance Director
8 – PR	RESENTATIONS (normally not to exceed 10 minutes each)
	None.
9 – CC	ONSENT AGENDA
V	Minutes of February 15, 2017—Kelly Belanger Harris, Clerk to the Board

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Minutes of February 22, 2017—Kelly Belanger Harris, Clerk to the Board

- X DHCD Planning Grant—Senior Affordable Housing Grant—Jason Smith, Director of Community and Economic Planning
- YZ Termination of Agreement for Services with CityScape Consultants, Inc—Cyndi Toler, Purchasing Officer

10 – UNFINISHED BUSINESS

TBD

11 - NEW BUSINESS

TBD

12 - PUBLIC COMMENTS #2 (5 minutes each)

13 - CLOSED MEETING

TBD

14 - ADJOURN

Steven M. Nichols 2017.03.09 09:47:22 -05'00'

Steven M. Nichols County Administrator *****

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.

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 abusive language, excessive noise, or in any way incite persons to use such tactics. The Chairman and/or the County Administrator shall be the judge of such breaches, however, the Board may vote to overrule both.
- 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.

PUBLIC HEARING RULES OF PROCEDURE

1. PURPOSE

- The purpose of a public hearing is to receive testimony from the public on certain resolutions, ordinances or amendments prior to taking action.
- A hearing is not a dialogue or debate. Its express purpose is to receive additional facts, comments and opinion on subject items.

2. SPEAKERS

- Speakers should approach the lectern so they may be visible and audible to the Board.
- Each speaker should clearly state his/her name and address.
- All comments should be directed to the Board.
- All questions should be directed to the Chairman. Members of the Board are not expected to respond to questions, and response to questions shall be made at the Chairman's discretion.
- Speakers are encouraged to contact staff regarding unresolved concerns or to receive additional information.
- Speakers with questions are encouraged to call County staff prior to the public hearing.
- Speakers should be brief and avoid repetition of previously presented comments.

3. ACTION

- At the conclusion of the public hearing on each item, the Chairman will close the public hearing.
- The Board will proceed with its deliberation and will act on or formally postpone action on such item prior to proceeding to other agenda items.
- Further public comment after the public hearing has been closed generally will not be permitted.

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COUNTY OF FLUVANNA

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

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"Responsive & Responsible Government"

2016-2017 STRATEGIC INITIATIVES AND ACTIONS

Strategic Initiative A -- SERVICE DELIVERY

- **A1** Create a local Broadband Task Force to: assess our current status county-wide, determine our gaps and needs, develop alternatives and options for improvement, and to identify potential funding sources for broadband expansion.
- A2 Perform Process Improvement Review of Planning and Zoning Processes.
- **A3 -** Perform Process Improvement Review of Building Inspection Processes.
- **A4** Implement credit card payment option for citizen at all County funds collection points through MUNIS Cashiering process.
- **A5** Update, format, and improve web-accessibility of all County Personnel Policies.
- **A6** Create Fluvanna County Data Website Dashboard with key metrics.
- **A7 -** Perform a comprehensive review and update of all ordinances, rules, policies, and practices relating to junk cars, trash and litter, waste tires, condemnation of structures, etc.
- **A8** Create an improved system for managing and tracking of SUPs and Subdivisions (Bond status, project status, etc.).

Strategic Initiative B -- COMMUNICATION

- **B1** Create a Community Impact Awards Program.
- B2 Hold an Elected Official Breakfast for our State Representatives in Spring 2016
- **B3** Collect and analyze the results of the local Business Climate Survey.
- B4 Hold a Local Business Forum Subtitle: "The Future of Fluvanna's 250 Corridor"
- **B5** Create a local Business Support Action Plan.
- **B6** Assess options to communicate more efficiently, effectively, and economically with Fluvanna residents.
- **B7** Expand County Website to receive, answer, and post questions from residents.
- **B8** Improve communication and collaboration with the School Board to improve understanding of school system funding needs and better plan future budgets.
- **B9** Create a brief, easy to understand tax impact message showing Fluvanna advantages for both residential and business.

Strategic Initiative C -- PROJECT MANAGEMENT

- **C1** Investigate the use of Technology or other types of Overlay Zones for the Zion Crossroads Community Planning Area to support economic development aims.
- **C2** Create a County-wide overlay map showing utilities and other key features that support business growth and development.
- **C3** Investigate all options for GIS system delivery and management to support needs of all County departments.
- **C4** Develop and adopt a Fluvanna County Master Water and Sewer Service Plan and implementation schedule.
- C5 Successfully oversee and manage Fluvanna County aspects of the James River Water project.

- **C6** Finalize locations and fund installation of Fire Hydrants in the Columbia District along the route of the Louisa County Water Authority raw water pipeline.
- **C7** Successfully oversee and manage the design and construction of the Zion Crossroads water and sewer system.
- **C8** Successfully oversee and manage the County's E911 Emergency Communications System Project.
- **C9** Proceed with the Pleasant Grove Farm Museum design.
- **C10** Investigate opportunities and options for a Palmyra Village Streetscape project to improve safety, parking, walkability, and overall appearance.

Strategic Initiative D -- ECONOMIC DEVELOPMENT AND TOURISM

- **D1 -** Create EDTAC Economic Development and Tourism Advisory Council.
- **D2** Plan for Fluvanna County activities to celebrate the Virginia Business Appreciation Month in May 2016.
- **D3** Draft and adopt a formal County-wide economic development and tourism strategy inclusive of an implementation schedule.
- **D4** Create separate Tourism and Business information pages for the County website.
- **D5** Create a Fluvanna County "triangle" tourism brochure describing a Monticello, Pleasant Grove House & Museum, Old Stone Jail, Historic Courthouse, and Montpelier history and tourism route.
- **D6** Create a "Faces and Places of Fluvanna" Poster and Rack Card to market Fluvanna County as a destination for tourism and recreational activities.
- **D7** Create a "New Residents Guide" package for distribution to local Real Estate agents.
- **D8** Develop a "This is Fluvanna County" video message to be shared with county citizens and businesses as well as use with county economic development initiatives.
- **D9** Investigate and pursue with State offices the installation of select Boat Ramps along the Rivanna and James Rivers to support additional recreational and tourism opportunities.
- **D10** Investigate opportunities for park expansion or Rivanna River access points to support expanded recreational activities in Fluvanna (e.g., Crofton Park, LMOA river access areas, Town of Columbia flood plain/potential park, etc.).
- **D11** Support local businesses and entrepreneurs by establishing a focused business appreciation and expansion program.

Strategic Initiative E -- FINANCIAL STEWARDSHIP AND EFFICIENCY

- **E1** Identify all sources of revenue the county can use to finance local government programs and services and determine which sources Fluvanna County should utilize.
- **E2** Investigate creation of a "Capital Depreciation Fund" that would be funded within the tax rate each fiscal year to save for future capital needs.
- E3 Update, format, and improve web-accessibility of all County Financial Policies.
- **E4** Review, update, and approve new Fluvanna County Proffer Guidelines.
- **E5** Reduce the County's reliance on creating and mailing paper checks for payments and to implement ACH/EFT transaction options.
- **E6** Research and provide samples of Monthly Treasurer Report options and formats so that the Board can decide what they would like to see on a recurrent basis (e.g., what reports are provided in other counties?). Create report for inclusion in Board package each month, as well as a quarterly in-person briefing on the data.

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB R

Meeting Date:	March 15, 2017									
AGENDA TITLE:	E911 Radio Pro	ject: Cha	nge Orde	r #6 – CVEC Tower Site	!					
MOTION(s):	Modification Public Safety Solutions, Inc	to the Co Emergen ., in the a r to exec	ommunio ncy Comr amount	rs approve the "Sixt cations System Agre munications Radio S of \$ \$19,342.73, and Agreement, subject	ement for t ystem" wit authorize	the Fluvanna h Motorola the County				
TIED TO STRATEGIC INITIATIVES?	Yes No XX If yes, list initiative(s): C8									
AGENDA CATEGORY:	Public Hearing	Action	Matter	Presentation	Consent Agenda	Other				
)	ΚX							
STAFF CONTACT(S):	Cheryl J. Elliott	. Emerger	ncy Servic	es Coordinator; Cyndi	Toler, Purch	asing Officer				
PRESENTER(S):	Cheryl J. Elliott, Emergency Services Coordinator									
RECOMMENDATION:	Approval of Change Order									
TIMING:	Immediate, to stay on schedule									
DISCUSSION:	Change Order #1 moved the Carter's Mountain site from the original contract to Nahor Manor. This Change Order #6 relocates the Nahor Manor site (from CO#1) to the CVEC site on Salem Church Road in Palmyra. The Statement of Work (SOW) for the Nahor Manor site allowed for a 400' access road which is not needed for the CVEC site because CVEC will build this road for us. This CO#6 removes this road from the construction SOW and adjusts site development construction costs from CO#1 (decrease of \$19,500.10). The SOW also includes increased costs for additional structural design needed due to size/weight of CVEC's requested equipment to be placed on the tower. When the engineers look at the tower design, they add 30% to the loading capacity for future cell carriers. For the CVEC tower, we planned for CVEC equipment, Fluvanna equipment, and three cell carriers. Due to the size/weight of the microwave dishes on CVEC's equipment list, the tower foundations require 16% more footer volume and the tower steel requires 21% more due to needing to broaden and strengthen the tower base, resulting in an additional \$38,842.83 in construction costs: • 16% footer volume translates to \$18,058.83. • 21% tower steel translates to \$20,784.00									

FISCAL IMPACT:	The net total cost of the additional services adds \$19,342.73 to the project cost. However, CVEC has agreed to cover the additional design costs (\$38,842.83) in exchange for sharing the county's generator and fuel tank on the premises.								
POLICY IMPACT:	n/a								
LEGISLATIVE HISTORY:	RY: n/a								
ENCLOSURES:	Sixth Amendment and Modification to the Communications System Agreement the Fluvanna Public Safety Emergency Communications Radio System with Expression 1985.								
	Legal	Finance	Purchasing	HR	Other				
REVIEWS COMPLETED:	XX	XX	XX						

COUNTY OF FLUVANNA, VIRGINIA

SIXTH AMENDMENT AND MODIFICATION TO THE COMMUNICATIONS SYSTEM AGREEMENT FOR THE FLUVANNA PUBLIC SAFETY EMERGENCY COMMUNICATIONS RADIO SYSTEM

This Sixth Amendment and Modification ("Amendment") is made the _____ day of _____, 2017 between the County of Fluvanna, a political subdivision of the Commonwealth of Virginia ("Customer"), and Motorola Solutions, Inc., a Delaware Corporation authorized to transact business in Virginia ("Motorola"), and amends and modifies the COMMUNICATIONS SYSTEM AGREEMENT between the Customer and Motorola dated June 25, 2015, as previously modified by:

- a) First Amendment and Modification dated the 27th day of May, 2016 (the "First Modification");
- b) Second Amendment and Modification dated the 16th day of June, 2016;
- c) Third Amendment and Modification dated the 16th day of June, 2016;
- d) Fourth Amendment and Modification dated the 16th day of June, 2016; and
- e) Fifth Amendment and Modification dated the 17th day of November, 2016.

The **COMMUNICATIONS SYSTEM AGREEMENT**, as amended and with all exhibits thereto, shall be referred to herein collectively as the "Agreement."

WHEREAS, the parties wish to modify and amend the requirements of the Agreement as laid out herein and further wish to formalize their agreement by this Amendment to the Agreement hereby; and

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

1. **The Agreement:** All capitalized terms used herein shall have the same meaning as defined terms of the Agreement except as modified hereby or if the context requires otherwise.

2. Exhibits:

Exhibit 1: Change Order Form

Exhibit 2: Statement of Work (SOW) Modifications: Fluvanna County Public Safety Radio Project Site Replacement of Nahor Manor Site to CVEC Site

Exhibit 3: **Cost Detail Adjustments** for: (i) increased design required for tower structure and foundation due to weight of CVEC's required equipment to be placed on the tower; and (ii) decrease in cost of work due to relocation of Nahor Manor Tower Site to CVEC Tower Site; and

Exhibit 4: **CVEC Tower Loading and Design**, illustrates the equipment list CVEC provided.

The foregoing exhibits shall be collectively referred to as "Exhibits." The foregoing Exhibits are incorporated herein in their entirety by reference as material provisions of this Amendment.

3. Modifications:

- a. Exhibit C-1 "Statement of Work" to the Agreement is modified as specifically stated in Exhibit 2 hereto; and other than replacing Section G.2.8.5 thereby, Exhibit C-1 "Statement of Work" to the Agreement, as previously amended, remains in full force and effect.
- b. In addition to that work required under Section G.2.8.5 as modified by Section 3(a) *supra*, the work under Section G.2.8.5 shall include any and all necessary upgrades, equipment, structural components, tower components, or other labor, services, equipment, materials or other items so as to meet any and all requirements, provisions, loading, and design criteria shown, noted, disclosed or required in Exhibit 4. The tower must meet or exceed any and all loading requirements of Exhibit 4.
- c. Exhibits 1, 2, 3 and 4 hereto are incorporated as additional material provisions of Exhibit C "Technical and Implementation Documents" of the Agreement; and hereafter the Agreement shall be modified so as to include Exhibit 1, 2, 3 and 4 as material additional "Technical and Implementation Documents."
- d. The additional work, oversight, project management, site work, services, testing, installation, materials, towers, equipment, antennae, and other items required under this Amendment, and (a), (b), and (c) *supra* shall be referred to herein as the "Additional Services."
- e. The Additional Services shall be included in the "System;" and hereafter the Agreement shall be modified to include the Additional Services as material additional parts of the "System."
- f. The Additional Services shall be included in the "Specifications;" and hereafter the Agreement shall be modified to include the Additional Services as material additional "Specifications."
- g. The Additional Services as part of the "System" shall be covered by any and all warranties and service coverage under the Agreement, including, but not limited to, those described in the Agreement itself and Exhibit C-6 "Service and Warranty" of the Agreement.

4. Costs of the Modifications:

- **a. Cost of the Modifications:** The total cost of the Additional Services is THIRTY-EIGHT THOUSAND, EIGHT HUNDRED, FORTY-THREE DOLLARS AND 00/100 DOLLARS (\$38,843.00), which includes any and all costs of any modifications and requirements, but does not include any costs for time extensions or delays of any kind owing to or caused by the Additional Services. The costs for these Additional Services are detailed in **Exhibit 3**.
- b. Amendment to the Section G.2.8.5 of the SOW, as previously modified by that First Modification, to Move Tower Site from Nahor Manor to CVEC Site Results in Price Reduction due to Elimination of Certain Work: As described in Exhibit 1, 2 and 3 hereto, certain tasks and work previously required have been deleted and are not required owing to the site relocation from the Nahor Manor Site to the CVEC Site. Due to the deletion of those tasks as described in Exhibit 1, 2 and 3, the total cost of the work at that site has decreased by

- NINETEEN THOUSAND FIVE HUNDRED and 10/100 DOLLARS (\$19,500.10) as described in Exhibit 1 and 3 hereto.
- c. Net Cost Adjustment: The net total cost of the Additional Services described in Section 4(a) as reduced by those reductions described *supra* in Section 4(b) is NINETEEN THOUSAND THREE HUNDRED FORTY-TWO and 73/100 **DOLLARS** (\$19,342.73). This cost is in addition to the Contract Price under the original Agreement. The costs of the Additional Services are not subject to that Equipment Lease Purchase Agreement between the Customer and Motorola dated June 25, 2015 and instead will be paid in accordance with the attached **Exhibits 1** and 3. Motorola shall submit an invoice to the Customer upon completion of the work required by each payment milestone. Motorola will be paid within fortyfive (45) days of receipt of a valid invoice following final acceptance of all work required under each payment milestone by the Customer in its sole discretion. No invoice may be provided by Motorola to the Customer until the items or services purchased for that payment milestone have been delivered to, inspected by and accepted by the Customer. The payment milestones noted for the Nahor Manor Site in the First Modification are hereby replaced with those payment milestones in Exhibit 1 and 3 for the new CVEC Site.
- 5. Definitions: The First Modification moved a tower site from Carter's Mountain to Nahor Manor and added the building of a tower at that location at an additional cost. This Amendment moves the Nahor Manor Tower Site to the CVEC Site. Any references to the Nahor Manor Site or the Carter's Mountain Site in the Communications System Agreement shall heretofore reference the CVEC Site as described in this Amendment and Exhibits hereto. Any references to total cost of Nahor Manor Site or Carter's Mountain Site work in the Communications System Agreement, or any exhibit thereto, are hereby replaced with Exhibit 3 hereto which describes in detail the original anticipated cost of work at the Carter's Mountain Site and the increases and other cost adjustments occasioned by moving the tower site to the CVEC Site.

If there are any conflicts between the provisions of this Amendment (including the exhibits hereto) and the provisions of the Agreement, the provisions of this Amendment will prevail. Whenever possible this Amendment and the Agreement shall be read together. **Except as specifically amended hereby, the Agreement remains in full force and effect.**

[SIGNATURE PAGE TO FOLLOW.]

Witness the following duly authorized signatures and seals:

Motorola Solutions, Inc.	Fluvanna County	
Executed By:	Executed By:	
Printed Name:	Printed Name:	
Title:	Title:	
Date:	Date:	
Paviawad by:	Date:	
Reviewed by:	Date.	
Motorola Solutions	Project Manager	
Reviewed by:	Date:	
Fluvanna County F	Project Manager	
A		
Approved as to Form:		
Fluvanna County Attorney, by Kristin	a M. Hofmann, Assistant County Attorney	

Change Order Number: 6 (Increased Design for CVEC Tower)

Date: March 2, 2017

Project Name: Fluvanna Public Safety Emergency Communications Radio System

Contract Name: Communications System Agreement

Customer Name: Fluvanna County

Contractor: Motorola Solutions, Inc.

Customer Project Mgr: Cheryl J. Elliott

Contract # MSI-12-15FCBOS Contract Date: June 25, 2015

This Change Order is attached to and made a material part of that Sixth Amendment and Modification to the Communications System Agreement between the County of Fluvanna and Motorola Solutions, Inc. (the "Amendment").

Definitions: Other Exhibits to the Amendment which are referred to herein:

Exhibit 2: Statement of Work (SOW) Modifications: Fluvanna County Public Safety Radio Project Site Replacement of Nahor Manor Site to CVEC Site

Exhibit 3: **Cost Detail Adjustments** for: (i) increased design required for tower structure and foundation due to weight of CVEC's required equipment to be placed on the tower; and (ii) decrease in cost of work due to relocation of Nahor Manor Tower Site to CVEC Tower Site; and

Exhibit 4: **CVEC Tower Loading and Design**, illustrates the equipment list CVEC provided.

The Purpose of this Change Order and Changes in Service

That First Modification with attached Change Order #1 ("CO#1"), moved the Carter's Mountain tower site to Nahor Manor tower site and added to the SOW the building of the tower itself, including other modifications to the SOW as described in said First Modification. This Change Order #6 ("CO#6") relocates the Nahor Manor site (as described in CO#1) to the CVEC site on Salem Church Road in Palmyra, Virginia.

The SOW for the Nahor Manor site allowed for a 400' access road which is not needed for the CVEC site. This CO#6 removes this road from the construction SOW (Exhibit 2) and adjusts other site development construction costs from CO#1 (See Exhibit 3 for these detailed adjustments) which are occasioned by the moving of the tower site from Nahor Manor to the CVEC Site.

This CO#6 also includes increased costs for additional structural design of the tower needed due to size/weight of CVEC's requested equipment to be placed on the tower. The tower shall be designed for an additional 30% loading capacity for future cell carriers. For the CVEC tower site, the tower shall be constructed to the meet the loading requirements of the CVEC equipment, Fluvanna equipment, and three additional cell carriers (assuming standard loading requirements of

a large carrier similar to AT&T or Verizon). Also, due to the size/weight of the microwave dishes on CVEC's equipment list, the tower foundations require 16% more footer volume and 21% more steel is required to support the tower to broaden and strengthen the tower base. (See Exhibit 2 and 4 for details.)

In accordance with the terms and conditions of the contract identified above between Fluvanna County and Motorola Solutions, Inc., the following changes are approved:

Contract Price Adjustments:	
Original Contract Price*:	\$ 6,594,544.94
Previous Change Order amounts*:	\$ 1,378,667.52
CO#1 revised pricing	(19,500.10)
This Change Order #6 Cost of additional tower design:	\$ 38,842.83
New Contract Price:	\$ 7,992,555.19

*The Original Contract Price of \$6,594,544.94 was paid pursuant to an Equipment Lease-Purchase Agreement between Fluvanna County as Lessee and the Contractor as Lessor. The total paid under the Original Contract pursuant to that Equipment Lease-Purchase Agreement dated June 25, 2016 including principal and interest was \$7,513,345.00. Change Order #1 (First Amendment and Modification dated May 27, 2016) added \$1,008,971 to the project cost. Change Order #2 (Second Amendment and Modification dated June 16, 2016) added \$222,871.86 to the project cost. Change Order #3 (Third Amendment and Modification dated June 16, 2016) originally added \$73,458.05 to the project cost, however as revised by this Change Order #5, Change Order #3 now only adds \$49,675.16 to the total project cost. Change Order #4 (Fourth Amendment and Modification dated June 16, 2016) added \$70,830.00 to the project cost. Change Order #5 (Fifth Amendment and Modication dated November 17, 2016) added \$26, 319,50 to the project cost and decreased CO#3 cost by \$23,782.39.

The net cost of the Additional Services less that revised pricing occasioned by moving the site to the CVEC site occasioned by this Change Order #6 will not be added to or subject to that Equipment Lease-Purchase Agreement and the County will pay the Change Order #6 Cost of a net: NINETEEN THOUSAND THREE HUNDRED FORTY-TWO and 73/100 DOLLARS (\$19,342.73), pursuant to the terms of the Amendment.

Completion Date Adjustments:								
Original Completion Date:	December 2016							
Current Completion Date prior to this Change Order:	August 2017							
New Completion Date:	August 2017 (No change)							

Changes in Equipment:

Because of the size/weight of the microwave dishes on CVEC's equipment list, the tower foundations require 16% more footer volume and the 21% more steel is required for the tower to broaden and strengthen the tower base, resulting in an additional \$38,842.83 in construction costs (*See Exhibit 4 for further details*):

o 16% footer volume translates to \$18,058.83.

o 21% tower steel translates to \$20,784.00

The SOW for the Nahor Manor site allowed for a 400' access road which is not needed for the CVEC site as such access road will be constructed by a third party. This CO#6 removes this road from the construction SOW (Exhibit 2) and adjusts site development construction costs from CO#1 with a credit/reduction in cost of \$19,500.10. (See Exhibit 3 for these detailed adjustments.)

Schedule Changes:

This change order does NOT affect the project's completion date.

Pricing Changes:

Please see Exhibit 3 Detailed Cost Adjustments.

Customer Responsibilities:

None

Payment Schedule for this Change Order:

The SOW (Exhibit 2) shows definitions and work requirements for each milestone. Payment is due upon completion of the described tasks and Motorola will invoice the County directly. See Cost Detail (Exhibit 3) for additional pricing breakdowns.

Milestone Payments (See SOW Exhibit 2 for task details)								
20% "Site Engineering" completed	\$	120,793.75						
40% "Site Preparation" and "Site Components Installation" completed	\$	241,587.49						
40% "Tower Work" and "Antenna and Transmission Line Installation" completed	\$	241,587.49						

The payment milestones noted for the Nahor Manor Site in the First Modification are hereby replaced with those payment milestones above and detailed in Exhibit 3 for the new CVEC Site.

Except as specifically modified hereby, all other terms and conditions of the Contract as previously amended by that First Amendment and Modification dated the 27th day of May, 2016; that Second Amendment and Modification dated the 16th day of June, 2016; that Third Amendment and Modification dated the 16th day of June, 2016; that Fourth Amendment and Modification dated the 16th day of June, 2016; and that Fifth Amendment and Modification dated the 17th day of November, 2016 are hereby ratified and shall remain in full force and effect.

[Signature page to follow.]

Reviewed by:		Date:	
	Motorola Solutions Project Manager		
Reviewed by:		Date:	
·	Fluvanna County Project Manager		

Fluvanna County Public Safety Radio Project Site Replacement of Nahor Manor Site to CVEC Site

These sections replace Section G.2.8.5 Site Development at Nahor Manor Site of the Contract SOW, that was updated in Change Order #1. The rest of the SOW document remains in effect as contracted.

Site Development Statement of Work (SOW) -- One new self-support towers at 300 feet (CVEC Site)

Please review relevant G.2.8.2 Fluvanna County Responsibilities and G.2.8.3 Assumptions from Contract SOW.

<u>G.2.8.5 Site Development Work – CVEC Site (Replaces Nahor Manor Site)</u>

Site Scope Summary:

- a) Engineering services for site drawings and regulatory approvals.
- b) Zoning services.
- c) New fenced compound (not to exceed 100-foot x 100-foot).
- d) Access Road (not to exceed 400 feet). Purposely deleted because CVEC will provide the access road, as per the Contract of Sale, dated November 17, 2016.
- e) Site shall use common 200-amp, 120/240-volt, single-phase underground power run from the power company or county supplied location. Refer to item "m" in Fluvanna County Responsibilities.
- f) A Motorola Standard Building (MSB) is included. An external generator plug with a manual transfer switch will be included with each shelter. New Motorola Standard Building (MSB) (11-foot 8-inches x 16-foot 6-inches 6 inches) The MSB is constructed to commonly accepted Public Safety standards requiring UL-752 Level 4 compliance (.30-06 Caliber Rifle Lead Core Soft Point, 180 grains, with a maximum velocity of 2794 fps). As Carters Mountain did not include a shelter, this shelter will be included in pricing.
- g) New above ground liquid propane fuel tank (1000 gallons).
- h) New 50 kW outdoor generator.
- i) New 300-foot class III self-supported tower.

Motorola Responsibilities:

Site Engineering

- a) Prepare site construction drawings showing the layout of various new and existing site components.
- b) Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- c) Perform a boundary and topographic survey for the property on which the communication site is located or will be located.
- d) Prepare sketch of the site to identify the proposed space and planned development at the particular site location.
- e) Prepare zoning drawings that can be used to describe the proposed site installation in sufficient detail.
- f) Prepare record drawings of the site showing the as-built information.
- g) Conduct utility investigation and coordinate with local utility company for power hook up.
- h) Perform construction staking around the site to establish reference points for proposed construction.
- i) Prepare photo renderings of how the site would look after completion.
- j) Conduct a balloon test to prepare site line graphs showing potential visibility of the proposed communication site, as needed.
- a. Provide an expert witness for up to two days to attend or testify at public meetings and/or hearings so as to provide expert testimony and assist in obtaining zoning approvals. (Note: because this is a public safety project, the County does not require an SUP. Zoning/permitting processes should take less than a month.)
- k) Perform NEPA Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 CFR Chapter 1, subsection 1.1307 that may potentially be impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility "may have a significant environmental impact" and thus require additional documentation, submittals, or work. Regional Environmental Review (RER) report submittals, if required by FEMA, have not been included. If necessary, perform Cultural Resource study, as needed, to identify sensitive historical and archaeological monuments that might be impacted by proposed construction.
- Conduct up to 50-foot deep soil boring test at tower location and prepare geotechnical report of soil conditions at locations of the tower foundation. Grouting of boring holes or access by Automatic Traction Vehicle (ATV) mounted rig is not included.
- m) Conduct construction inspection of foundation steel prior to pour, materials testing of concrete and field density tests of backfill to ensure quality construction.
- n) Check tower erection for plumbness, linearity and alignment after installation.
- o) Prepare, submit and track application for local permit fees (zoning, electrical, building etc.), prepare FAA filings, and procure information necessary for filing.

Site Preparation

- a) Obtain the permits such as electrical, building, and construction permits, and coordinate any inspections with local authorities that may be needed to complete site development work.
- b) Provide one-time mobilization costs for the construction crews.
- c) Perform light clearing, grubbing and disposal of vegetation and shrub growth in the site compound area and a 20-foot path around it (19600 square feet).
- d) Clear, grub roots, and dispose of vegetation for a 15-foot wide access road to the site (not to exceed 400 feet in length). Purposely deleted because CVEC will provide the access road, as per the Contract of Sale, dated November 17, 2016.
- e) Provide a 15 foot wide access road (not to exceed 400 feet in length), including surface grading and graveling. Purposely deleted because CVEC will provide the access road, as per the Contract of Sale, dated November 17, 2016.
- f) Grade the site compound and 10-foot path around it to provide a level, solid, undisturbed surface for installation of site components (not to exceed 14,400 square feet).
- g) Supply and install gravel surfacing to a depth of 4 inches, including herbicide treatment and geotextile fabric installation within the fenced in site compound area, and a 3-foot path around it (not to exceed 11,236 square feet).
- h) Provide the required silt fence around the compound to control soil erosion.
- i) Supply and install 8-foot high chain-link fencing with a 11-foot 8-inch wide gate and a 4-foot pedestrian gate around the shelter compound (not to exceed 400 linear feet) to be topped with barb wire. Fencing shall conform to RFP Section 11.4.2. Exact size and type of fencing to be determined with site construction drawing approval.
- j) Perform site touch up (fertilize, seed and straw) to disturbed areas not covered with gravel after completion of construction work. Landscaping, decorative fencing, or any other aesthetic improvements that may be required by local jurisdictions have not been included.

Site Components Installation

- a) Construct one (1) reinforced concrete foundation necessary for a 11-foot 8-inch x 16-foot 6-inch shelter.
- b) Construct one (1) foundation for a 1000 gallon above ground Liquid Propane (LP) fuel tank in TIA/EIA-222 normal soil conditions.
- c) Construct one (1) foundation for the 50 kW generator with reinforcing steel necessary for foundations.
- d) Supply and install one (1) prefabricated concrete shelter (11-foot 8-inches x 16-foot 6-inches).
- e) Supply and install one (1) 1000-gallon Liquid Propane (LP) fuel tank, fill it with fuel and connect it to the generator. A full fuel tank will be provided by Motorola upon site acceptance, unless Fluvanna County should decide to use the generator prior to that time.
- f) Supply and install fuel tank monitors on the tanks to monitor fuel level in tanks and run alarm wiring to the building located within 50 feet of the tank.

- g) Supply and install one (1) standby power generator (50 kW) located within 20 feet of the automatic transfer switch (ATS), including interconnection wiring between the generator, transfer switch, and site electrical service mains.
- h) Supply and install one (1) 120/240-volt, 200-amp, single-phase meter pedestal and hookup for electrical service by the local utility. Purchase and install a six gang meter panel with each meter panel containing a separate disconnect.
- i) Provide all trenching, conduit, and cabling necessary for underground hookup of power to the shelter from a utility termination located within 200 cable feet of the shelter.
- j) Supply and install a perimeter grounding system around the compound and shelter. The ground system is to tie to the fence and all new metal structures within the compound to meet current Motorola's R56 standards.
- k) Conduct one (1) three-point ground resistance test of the site.
- I) Supply and install one (1) freestanding 24-inch-wide cable/ice bridge from the tower to the shelter (up to 40 linear feet).

Tower Work

- a) Construct pier and pad type tower foundation including excavation, rebar and concrete to accommodate tower described below.
- b) Design and erect new 300-foot class III self-supported tower, with FAA approved lighting equipment, to hold the equipment capacity for the County's public safety system, CVEC's requested equipment load, and three cell carriers.
- c) Supply and install grounding for the tower base, including tower ground bus bar.

Antenna and Transmission Line Installation

- a) Install the following antennas and associated transmission line as required per the system design:
 - 1. Three (3) antennas for the RF system on 6-foot side arms.
 - 2. Two (2) GPS antennas.
 - 3. Two (2) 6-foot microwave dishes.
 - 4. Two (2) ice shields for 6-foot microwave dishes.
- b) Perform sweep tests on transmission lines with County option to observe.
- c) Provide and install six-hole hanger blocks and attachment hardware for supporting transmission lines on the antenna support structure every three feet.
- d) Supply and install one (1) ground buss bar at the bottom of the antenna support structure for grounding RF cables before they make horizontal transition.

Fluvanna County, VA

Carters Mtn. Site to CVEC Site

NOTE: Credits marked in RED were adjusted in CO#1; adjustments in ORANGE are adjusted in CO#6

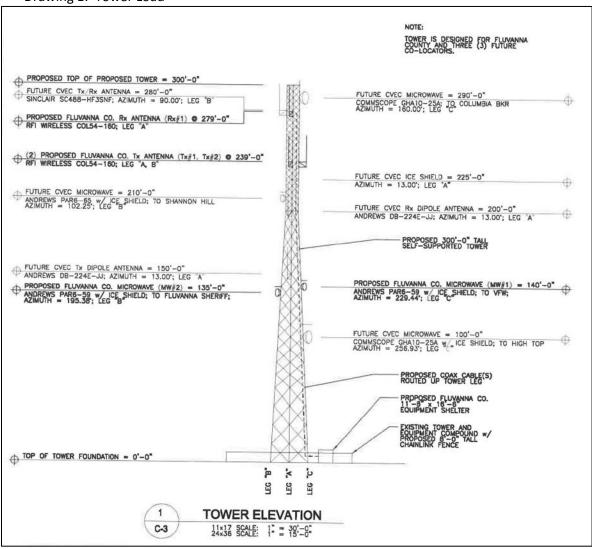
	CVEC Town Site Costs above Origi Contract Co					
A: Description Equipment: Tower, lighting Foundation & Installation						
Tower CVEC 300ft	\$	133,400.00				
increased tower costs ¹	\$	20,784.00				
Tower Foundation & Installation	\$	148,000.00				
increased footer costs ²	\$	18,058.83				
Tower Lighting System	Ind	cluded in tower price				
Additional to Current Contract; Tower, lighting Foundation & Installation Sub Total	\$	320,242.83		-0-		
De Cita Challeng Invalous station Automate 111 111 111						
B: Site Shelter, Implementation, Antenna and Line Installation	_	7.000.00	_	40.400.00		
Antenna & Line Installation (Additional to Current Contract)	\$	7,000.00	\$	10,108.00		
Equipment Installation	_	original contract	\$	9,592.00		
Equipment Shelter 12x16 and generator (Additional to Current Contract CVEC)	\$	129,479.00		-0-		
-Shelter External Generator Plug with Manual Transfer Switch	\$	5,763.00		-0-		
-Shelter Foundation & Site Component Installation	\$	33,200.00	\$	4,754.00		
-UPS/Batteries (Credit from Carters Mt)	\$	(33,334.00)		33,333.60		
-Generator/Fuel Tank/Transfer Switch (Credit from Carters Mt)	\$	(35,862.00)	\$	35,861.50		
Generator Foundation & Installation (include Fuel Tank)	+	original contract	\$	19,196.00		
Access Road/Stone Surfacing deleted from SOW	\$	(19,500.10)		-0-		
Fencing	_	te development		-0-		
Grounding/Suppression	In c	original contract	\$	3,451.00		
Electrical Distribution (Credit for Carter Mt. Electrical Distribution)	\$	(6,525.00)	\$	40,080.00		
Additional to Current Contract; Site Shelter, Implementation, Antenna and Line Installation Sub Total	\$	80,220.90	\$	156,376.10		
C: A & E Site Development and Integration Services						
Site Design/Engineering- A & E/NEPA/construction drawings/boring	\$	27,020.00	\$	14,331.00		
Local Site Permitting/Regulatory/Licensing/ inspections	٦	27,020.00	\$	10,191.00		
Site Preparation, Development and Clearing	\$	118,860.00	۲	-0-		
Additional to Current Contract; A & E, Site Development and Integration Services Sub		145,880.00	\$	24,522.00		
total	\$	145,880.00	7	24,522.00		
D: Additional to Current Contract; Site Construction Coordination Management				2		
Supervisor and Project Management Sub Total		\$57,625.00		in contract ³		
SUBTOTAL Original Contract for Carter's Mtn. Site without Construction of a tower			\$	180,898.10		
SUBTOTAL CO#1 additions to CVEC Site	\$	584,626.00	Ť	100,030.10		
SUBTOTAL CO#6 additions to CVEC Tower	\$	19,342.73				
Adjusted site total for CVEC site tower construction and additional work	\$	603,968.73				
		000,000.70				
NOTE: TOTAL CVEC SITE DEVELOPMENT VALUE (ADJUSTED COSTS + original CONTRACT PRICE)	\$			784,866.83		

Milestone Payments (See SOW Exhibit 2 for task details)]	
20% "Site Engineering" completed	\$ 120,793.75		
40% "Site Preparation" and "Site Components Installation" completed	\$ 241,587.49		
40% "Tower Work" and "Antenna and Transmission Line Installation" completed	\$ 241,587.49		
NOTES:			
1 Tower steel increased from a V29 design to a V33 design due to the CVEC dish at the 200' height.			
² With increased loading of tower, more concrete is required for footers.			
3 Original contract lists \$85,000 for construction manager for all sites. Remember that only one site was to			
be built with the others co-locating on existing towers.			
Project Price Adjustments			
Original Contract Price		\$	6,594,544.94
Change Order #1: Landfill & Lake Towers		\$	1,008,971.00
Change Order #2: Columbia School Tower		\$	222,871.86
Change Order #3: E&S Requirements; Total cost modified by CO#5		\$	49,675.16
Change Order #4: R56 Corrections		\$	70,830.00
Change Order #5: Fiber Link; Additional Engineering for Col.Sc.site		\$	26,319.50
Change Order #6: CVEC Site (increased design & deletion of access road)		\$	19,342.73
New Project Price		\$	7,992,555.19

CVEC Tower Loading and Design

- Due to the loading request from CVEC (see Table 1), the engineers said this tower needs to have a wider footprint due to the twist and sway caused by the large microwave dishes on each of the three legs of the tower.
- As the distance between each leg increases, the width of the steel in each leg also increases.
- The size of each leg directly impacts the footer materials needed.

Drawing 1: Tower Load



Drawing 2: Tower Footers

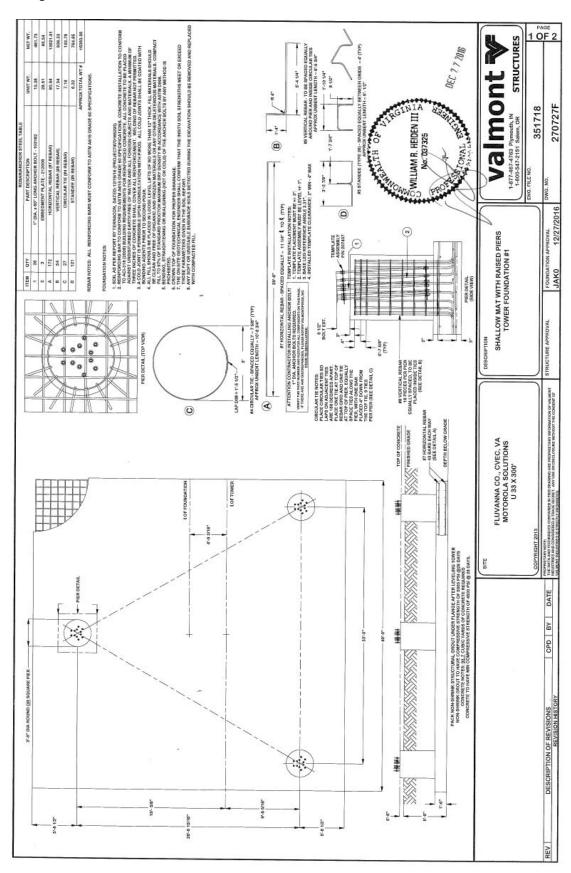


TABLE 1: Tower Load Allocation

FLUVANNA CVEC TOWER SPACE ALLOCATION AND LOADING

Rev. 2, 10/28/16

Alternate Tower Location
Type of Proposed Structure: 300' SS

Coordinates of tower Latitude: 37° 55' 12.72" Longitude: 78° 15' 27.09" Elevation: 444' AMSL

NAD 83

Existing Antenna	s				Mounting			
<u>Owner</u>	<u>Model</u>	Lea	<u>Azimuth</u>		Height (AGL)		<u>Feedline</u>	<u>Comment</u>
Fluvanna, CO VA	COL54-160	Α	Omni		279' Base		(1) 7/8" AVA5-50FX	Rx Antenna-22' antenna
Fluvanna, CO VA	COL54-160	В	Omni		239' Base		(1) 7/8" AVA5-50FX	Tx Antenna-22' antenna
Fluvanna, CO VA	COL54-160	Α	Omni		239' Base		(1) 7/8" AVA5-50FX	Tx Antenna-22' antenna
Fluvanna, CO VA	TBD	В	N/A		145'		N/A	Ice shield
Fluvanna, CO VA	PAR6-59 (TR)	В	229.44°		140' CL		EU-63	MW Shot to VFW
Fluvanna, CO VA	TBD	С	N/A		140'		N/A	Ice shield
Fluvanna, CO VA	PAR6-59 (TR)	С	195.38°		135' CL		EU-63	MW Shot to Sheriff's Office
Fluvanna, CO VA	TBD	TBD	TBD		120' CL		TBD	TBD
Fluvanna, CO VA	TBD	TBD	TBD		120'		TBD	TBD
CVEC	SC488-HF3SNF	В	90.00		280 Base		(1) 7/8" AVA5-50FX	SCADA TX/RX Omni 20'
CVEC	TBD	С	256.93		110		N/A	Ice shield
CVEC	GHA10-25A*	С	256.93		100 CL		(1) 7/8" AVA5-50FX	MW to High Top
CVEC	GHA10-25A*	С	160.00		290 CL		(1) 7/8" AVA5-50FX	MW to Columbia Bkr
CVEC	TBD	В	102.25		215'		N/A	Ice shield
CVEC	PAR6-65	В	102.25		210 CL		(1) 7/8" AVA5-50FX	MW to Shannon Hill
CVEC	TBD	Α	13.00		225		N/A	Ice shield
CVEC	224E-JJ	Α	13.00		200 Base		(1) 7/8" AVA5-50FX	DA Rx Antenna - 20'
CVEC	224E-JJ	Α	13.00		150 Base		(1) 7/8" AVA5-50FX	DA Tx Antenna - 20'
CVEC	TBD	В	TBD		180'		TBD	TBD
CVEC	TBD	С	TBD		180'		TBD	TBD
	*HP10-122-C1A is r	nodel numb	er; Note this is	a 10' diamete	r microwave d	ish.		

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB S

MEETING DATE:	March 15, 2017								
AGENDA TITLE:	Appointment/Reappointment to the Rivanna River Basin Commission								
MOTION(s):	I move to reappoint to the Rivanna River Basin Commission, Citizen Representative Position, with a term to begin April 1, 2017 and to terminate March 31, 2021.								
STRATEGIC INITIATIVE?	Yes No XX If yes, list initiative(s):								
A CENTRA CATECORY	Public Hearin	g Actio	n Matter	Presentation	Cons	ent Agenda	Other		
AGENDA CATEGORY:			XX						
STAFF CONTACT(S):	Kelly Belange	r Harris, C	lerk for the	e Board					
PRESENTER(S):	Steven M. Nichols, County Administrator								
RECOMMENDATION:	Approve								
TIMING:	Routine								
DISCUSSION:	The following Fluvanna Residents have indicated an interest in serving on the Rivanna River Basin Commission: • Marvin Moss (currently serving)								
FISCAL IMPACT:	None								
POLICY IMPACT:	None								
LEGISLATIVE HISTORY:	TIVE HISTORY:								
ENCLOSURES:	Applications for Appointment – Marvin Moss								
REVIEWS COMPLETED:	Legal Finance Purchasing HR Other REVIEWS COMPLETED:								

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB T

MEETING DATE:	March 15, 2017							
AGENDA TITLE:	Health Insurance Plan Proposals							
MOTION(s):	I move the Board of Supervisors approve cancellation of the Anthem/The Local Choice Health Insurance Plan at the end of FY17 and accept the proposed Cigna 4-tier Health, Dental and Vision plans for FY18 as presented. OR I move the Board of Supervisors approve renewal of the Anthem/The Local Choice Health Insurance Plan for FY18 as presented.							
STRATEGIC INITIATIVE?	Yes		No		If yes, list initiati	ve(s):		
AGENDA CATEGORY:	Public Heari	ng	Action X		Presentation	Cons	ent Agenda	Other
STAFF CONTACT(S):	Gail Parrish, HR Manager							
PRESENTER(S):	Gail Parrish, HR Manager							
RECOMMENDATION:	Not renew the TLC health plan and accept the 4 tiered Cigna Proposals for the FY18 Health Plan							
TIMING:	On or before April 1st							
DISCUSSION:	send a letter and TLC if the 1st. If the Coincluded with selected plath This year the premium conthe TLC plare different denon-negotian. This year, duplan, we required insurance Cigna Insurance and This year.	As per The Local Choice/Anthem (TLC) health insurance agreement the County must send a letter to the Department of Human Resources (DHRM) TLC Administrator and TLC if the County will be renewing the health insurance plan on or before April 1st. If the County is going to be renewing the insurance plan for the fiscal year, included with the notification must be a completed form informing them of the selected plans and the County's contribution for the each plan and tier. This year the current renewal for The Local Choice/Anthem (TLC) insurance plans premium costs have increased, from our current rates, by an overall average of 8%. The TLC plans bundles a health insurance, dental and vision plan and provides 3 different deductible options. TLC and DHRM stated that the rates and plans are non-negotiable. This year, due to significant increase in premium costs for the FY18 TLC insurance plan, we requested Pierce Groups Benefits to request rates from other Nationally rated insurance companies for similar plans as to our current plans. Cigna Insurance provided a proposal that included a Health Insurance plan, Dental plan and Vision plan. Each plan can be selected individually so that the Employee						

TLC offers, then the plans would on the average be comparable to the proposal from TLC for this year. However, after negotiations with Cigna provided the plan with 4 tiers rather than the 3 tiers offered by TLC and offered a Preventative & Comprehensive Dental plan with a Vision plan all comparable to the current TLC;

- Employee Only
- Employee + Child(ren)
- Employee + Spouse
- Employee + Spouse + Child(ren)

The newly negotiated Cigna plan is an overall average of a 1.7% increase when compared to TLC if employees elect Medical, Dental and Vision.

The Cigna Plan is a Level Funding plan which provides the following:

- Fixed monthly costs
- Savings when claims are lower than expected (partial); opportunity to receive a credit in the 4th month after renewal.
- Full transparency into claim utilization
- Health improvement strategy resources and the opportunity to see any financial benefit from these initiatives
- Ability to retain plan flexibility
- Subject to lower premium taxes than fully insured

Cigna also provides free onsite voluntary HRA and Biometric Screenings at no cost to the County and will include all employees (even if not on the health plan) and dependents that are 18 years or older. During the screenings they provide counselors for any employee or dependent that wants to discuss their findings with them.

If the BOS decide not to renew the TLC insurance contract for FY18 and contract with CIGNA, then the final decision on the amount of contributions for each plan does not need to be determined until the final budget is approved in April.

	uoes not ne	does not need to be determined until the final budget is approved in April.								
FISCAL IMPACT:	Plan	Cost Category	If Employees Pay Increase	If County Pays Increase	If County Pays Current %					
				<u></u>	T					
	TLC	Employee Cost	\$107,484	(\$9,840)	\$15,984					
	120	County Cost	(\$24,300)	\$112,524	\$86,700					
	Cig	Employee na Cost	\$31,141	(\$24,078)	(\$11,130)					
	(4-Tier)	County Cost	(\$24,300)	\$48,384	\$35,820					
POLICY IMPACT:	Change of I	Change of Health, Dental and Vision carriers for the County's health insurance plan.								

LEGISLATIVE HISTORY:						
ENCLOSURES:	Presentation power point					
	Legal	Finance	Purchasing	HR	Other	
REVIEWS COMPLETED:		X		X	COAD	

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB U

MEETING DATE:	March 15, 2017							
ACENDA TITLE.	Advertisement of Proposed Fiscal Year 2018 Operations Budget, Tax Rate, &							
AGENDA TITLE:	Capital Improvement Plan							
	I move the Board of Supervisors authorize staff to advertise the FY18 Budget, Tax Rate, and Capital Improvement Plan (CIP) for a public hearing on April 5, 2017; the proposed budget amount for FY18 is \$							
MOTION(s):	The adverti		\$	per \$100				
	Mobile Hor	-				per \$100		
	Personal Pr		esidentia	1)		_ per \$100 _ per \$100		
				', Public Utilities)		per \$100 per \$100		
				Public Othlities)		•		
	Machinery				<u> </u>	per \$100		
STRATEGIC INITIATIVE?	Yes	No X		If yes, list initiativ	re(s):			
4.05110.4.0475.0001/	Public Heari	ng Actio	n Matter	Presentation	Consent Agenda	Other		
AGENDA CATEGORY:			Х		-			
STAFF CONTACT(S):	Marty Brook	hart, Mana	gement A	nalyst	1	1		
PRESENTER(S):	Marty Brook	hart, Mana	gement A	nalyst				
RECOMMENDATION:	Approve advertisement of public hearings to set the tax rates as follows: Real Property Mobile homes Personal Property (Residential) Personal Property (Business & Public Utilities) Machinery and Tools Set advertised FY18 Operations Budget of:							
	General Fund Operations \$ Capital Improvements Program \$ Enterprise Funds \$ TOTAL: \$							
TIMING:	To meet the advertising deadline for the Fluvanna Review on March 16 th , 2017 for publication on March 23 rd , 2017 and March 30 th , 2017, in accordance with Virginia Code Section 15.2-2506.							
DISCUSSION:	N/A							
FISCAL IMPACT:				apital Improveme				
POLICY IMPACT:	This action will allow adequate time to hear public comments on April 5 th , 2017 and adopted the budget on April 12 th , 2017, in accordance with Virginia Code Section 15.2-2504; then proceed with preparing for the June 5 th tax billing cycle.							
LEGISLATIVE HISTORY:	N/A							
ENCLOSURES:	Draft Public	Hearing Ad	vertiseme	nts				
REVIEWS COMPLETED:	Legal	Fir	nance	Purchasing	HR	Other		
			X					



NOTICE OF FY 2018 BUDGET, PROPOSED TAX RATES AND CAPITAL IMPROVEMENT PLAN PUBLIC HEARING FLUVANNA COUNTY BOARD OF SUPERVISORS

Pursuant to Virginia Code Sec. 15.2-2506 a public hearing on the proposed FY 2018 County of Fluvanna budget and Capital Improvement Plan (CIP) will be held on Wednesday, April 5th, 2017, beginning at 7:00 p.m. at the Circuit Court Room, Fluvanna Courts Building, Palmyra, Virginia, at which time citizens of the County will be given an opportunity to appear before, and be heard by the Board of Supervisors on the subject of the FY 2018 Budget and FY 2018-2022 CIP.

The budget totals \$	_in revenues and expenditures, which represents a
% decrease from FY 2017	7. The proposed budget includes the following tax rates
that would be effective for the	tax year 2017.

2017 Proposed Tax Rates

	<u>2017</u>	<u> 2016</u>
Real Property	\$	\$0.917
Mobile Homes	\$	\$0.917
Personal Property (Residential)	\$	\$4.35
Personal Property (Business & Public Utilities)	\$	\$4.35
Machinery and Tools	\$	\$2.00

All levies above are per one hundred dollars of assessed valuation.

Anyone needing special assistance or accommodations due to a disability in order to attend the hearing should contact the County Administrator's office, at (434) 591-1910, not later than 5 p.m. on March 31st, 2017. Additional information about the budget, proposed tax rates, or CIP can be obtained by calling the County Administrator's office at (434) 591-1910. A copy of the Proposed Budget and CIP is available in the County Administrator's Office, the Fluvanna County Library and on the County website at www.fluvannacounty.org.

Fluvanna County Board of Supervisors



Fluvanna County, Virginia Proposed Budget for the Year Beginning July 1, 2017

	Adopted		Proposed	Increase/	%
GOVERNMENTAL REVENUES	В	udget FY17	Budget FY18	(Decrease)	Change
Local	\$	38,290,672		(38,290,672)	-100.0%
State	\$	27,195,822		(27,195,822)	-100.0%
Federal	\$	2,054,269		(2,054,269)	-100.0%
SUBTOTAL GOVERNMENTAL REVENUES	\$ \$	67,540,763	\$ -	\$ (67,540,763)	-100.0%
EXPENDITURES					
General Government Administration	\$	2,516,890		(2,516,890)	-100.0%
Judicial Administration	\$	1,159,939		(1,159,939)	-100.0%
Public Safety	\$	7,273,393		(7,273,393)	-100.0%
Public Works	\$	1,930,867		(1,930,867)	-100.0%
Health and Welfare	\$	5,336,203		(5,336,203)	-100.0%
Education	\$	38,278,423		(38,278,423)	-100.0%
Parks and Recreation and Library	\$	845,963		(845,963)	-100.0%
Community Development	\$	1,145,006		(1,145,006)	-100.0%
Nondepartmental	\$	327,325		(327,325)	-100.0%
Debt Service	\$	7,847,009		(7,847,009)	-100.0%
SUBTOTAL GOVERNMENTAL EXPENDITURES	\$	66,661,018	\$ -	\$ (66,661,018)	-100.0%
CAPITAL FUND REVENUES					
Fund Balance Appropriation	\$	2,648,750		(2,648,750)	-100.0%
Proceeds from Indebtedness	\$	6,250,000		(6,250,000)	0.0%
SUBTOTAL CAPITAL REVENUES*	\$	8,898,750	\$ -	(8,898,750)	-100.0%
CAPITAL FUND EXPENDITURES	\$	9,473,750		(9,473,750)	-100.0%
ENTERPRISE FUND REVENUES					
Fork Union Sanitary District	\$	351,002		(351,002)	-100.0%
Utility Fund*	\$	22,000		(22,000)	-100.0%
School Food Service	\$	1,478,168		(1,478,168)	-100.0%
SUBTOTAL ENTERPRISE REVENUES	\$	1,851,170	\$ -	(1,851,170)	-100.0%
ENTERPRISE FUND EXPENDITURES					
Fork Union Sanitary District	\$	351,002		(351,002)	-100.0%
Utility Fund	\$	326,745		(326,745)	-100.0%
School Food Service	\$	1,478,168		(1,478,168)	-100.0%
SUBTOTAL ENTERPRISE EXPENDITURES	\$	2,155,915	\$ -	(2,155,915)	-100.0%
GRAND TOTAL REVENUES	\$	78,290,683	\$ -	(78,290,683)	-100.0%
GRAND TOTAL EXPENDITURES	\$	78,290,683	\$ -	(78,290,683)	-100.0%

^{*}Revenues are supplemented by transfers from the General Fund $\,$

County staff will also provide an informational briefing on the budget and contemplated FY17 expenditures for the Capital Improvements Program.

A copy of the Board of Supervisors proposed budget is on file in the office of the County Administrator, the Fluvanna County Library and www.fluvannacounty.org. Comments will be taken at the public hearing and written comments may be directed to the County Administrator, P.O. Box 540, Palmyra, VA 22963. Anyone needing special assistance or accommodation due to a disability in order to attend the hearing should contact the County Administrator's Office at (434) 591-1910, not later than 5:00 p.m. on March 30, 2017.

TO: Fluvanna Review

Finance Department THRU:

Thursday, March 23rd, 2017 Thursday, March 30th, 2017 Advertise on the following dates:

Authorized by: Fluvanna County Board of Supervisors Fluvanna County Board of Supervisors Bill to:

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB V

MEETING DATE:	March 15, 20	March 15, 2017					
AGENDA TITLE:	Adoption of Minutes.	the Fluva	nna Cour	nty Board of Sup	ervisors Regula	r Meeting	
MOTION(s):		move the meeting minutes of the Fluvanna County Board of Supervisors for Wednesday, February 15, 2017 Regular Meeting, be adopted.					
STRATEGIC INITIATIVE?	Yes	No		If yes, list initiativ	ve(s):		
	D 11: 11 :	X		• •		0.1	
AGENDA CATEGORY:	Public Hearin	g Action	Matter	Presentation	Consent Agenda	Other	
					XX		
STAFF CONTACT(S):	Kelly Belange	Harris, Cl	erk to the	Board			
PRESENTER(S):	Steven M. Nic	Steven M. Nichols, County Administrator					
RECOMMENDATION:	Approve	Approve					
TIMING:	Routine	Routine					
DISCUSSION:	None.	None.					
FISCAL IMPACT:	N/A	N/A					
POLICY IMPACT:	N/A	N/A					
LEGISLATIVE HISTORY:	None						
ENCLOSURES:	Draft Minutes for February 15, 2017						
REVIEWS COMPLETED:	Legal	Fin	ance	Purchasing	HR	Other	

FLUVANNA COUNTY BOARD OF SUPERVISORS REGULAR MEETING MINUTES

Circuit Court Room February 15. 2017

Joint Work Session with Fluvanna County School Board 4:00pm Regular Meeting 7:00 pm

MEMBERS PRESENT: John M. (Mike) Sheridan, Columbia District, Chair

Mozell Booker, Fork Union District, Vice Chair

Patricia Eager, Palmyra District

Tony O'Brien, Rivanna District (Arrived at 4:05pm)

Donald W. Weaver, Cunningham District

ALSO PRESENT: Carol Tracy Carr, Rivanna District, Fluvanna County School Board, Chair

Camilla Washington, Vice Chair, Fluvanna County School Board Perrie Johnson, Fork Union District, Fluvanna County School Board Brenda Pace, Palmyra District, Fluvanna County School Board

Charles Rittenhouse, Cunningham District, Fluvanna County School Board Chuck Winkler, Acting Superintendent, Fluvanna County Public Schools

Ed Breslauer, Finance Director, Fluvanna County Public Schools

Brandi Critzer, Fluvanna County School Board Clerk

Steven M. Nichols, County Administrator

Fred Payne, County Attorney

Eric Dahl, Deputy County Administrator / Finance Director Kelly Belanger Harris, Clerk to the Board of Supervisors

CALL TO ORDER WORK SESSION

At 4:01pm, Chair Sheridan called the Work Session of February 15, 2017 to order. After the recitation of the Pledge of Allegiance, a moment of silence was observed.

BUDGET WORK SESSION DISCUSSION ITEMS

County & Schools Shared Services Review Proposal – Lane Ramsey, DecideSmart, LLC, came before the Board and School Board to provide an overview of the services that DecideSmart, LLC provides, to help localities determine where and if services might be combined to eliminate redundancies and effect efficiencies and/or savings.

FCPS FY18 Adopted Budget Presentation—Chuck Winkler, FCPS Interim Superintendent, presented the adopted FCPS FY18 Adopted Budget. Mr. Winkler highlighted hopes for program expansion, staff retention and benefits, and a breakdown of state and federal funding.

RECESS FOR DINNER

At 5:43pm, Chair Sheridan recessed for dinner and Closed Session.

CLOSED MEETING

MOTION TO ENTER INTO A CLOSED MEETING

At 5:43pm, Mr. O'Brien moved the Fluvanna County Board of Supervisors enter into a closed meeting, pursuant to the provisions of Section 2.2-3711 A.1, A.6, and A.7 of the Code of Virginia, 1950, as amended, for the purpose of discussing Personnel, Investment of Funds, & Legal Matters. Mr. Weaver seconded. The motion carried, with a vote of 5-0. AYE: Sheridan, Booker, Eager, O'Brien, and Weaver. NAY: None. ABSENT: None.

MOTION TO EXIT A CLOSED MEETING & RECONVENE IN OPEN SESSION

At 7:00pm, Mr. O'Brien moved that the Closed Meeting be adjourned and the Fluvanna County Board of Supervisors convene again in open session and "BE IT RESOLVED, the Board of Supervisors does hereby certify to the best of each member's knowledge (i) only public business matters lawfully exempted from open meeting requirements under Section 2.2-3711-A of the Code of Virginia, 1950, as amended, and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed, or considered in the meeting." Mrs. Booker seconded. The motion carried, with a roll call vote, of 5-0. AYES: Sheridan, Booker, Eager, O'Brien, and Weaver. NAYS: None. ABSENT: None.

RECONVENE IN OPEN SESSION AND CALL TO ORDER

At 7:01pm Chair Sheridan, reconvened the February 15, 2017, Regular Meeting.

ADOPTION OF AGENDA

Mr. Nichols reminded the Board that if Tab T: Trane Energy Performance Contract is approved, there will be a five minute recess for the Board and School Board to sign the approved contract.

MOTION

Mrs. Booker moved to accept the Agenda, as presented. Mr. O'Brien seconded and the Agenda was adopted by a vote of 5-0. AYES: Sheridan, Booker, Eager, O'Brien, and Weaver. NAYS: None. ABSENT: None.

COUNTY ADMINISTRATOR'S REPORT

Mr. Nichols reported on the following topics:

- Staff Stars and Community Efforts
 - Parks & Rec Father-Daughter Dance
 - o Held Feb 11th Fluvanna Middle School Gym
 - o 220 "couples" for the 5-12 year old dance almost 450 attendees!
 - o DJ, food, photos, and door prizes, and gift bags for all the "daughters"
 - Two new handicap ramps on County Buildings
 - Weaver Building
 - o "51 Court Square" (aka the former IT building)
 - ME2 Market & Eatery is proudly sponsoring the oversized LOVE artwork May 5-8 for Old Farm Day!
 - Fluvanna Master Gardeners (FMGs)
 - Contributed over 4,900 volunteer hours in 2016 supporting successful gardening by Fluvanna County residents, Equivalent to over 2 full time staff positions; valued at \$128,000 of volunteer time
 - o 56 participating FMGs contacted over 5,900 citizens and visitors, a number greater than 20% of the County's population. Currently 18 active projects ranging from the Help Desk to the Community Garden, FMG also hosted several Community Education events through the Parks and Recreation catalog, Butterfly Garden, at County events such as Old Farm Day and the Fair, Community Garden
 - Worked with our County's children at Carysbrook Ag Day, 1st and 2nd grade field trip visit to Pleasant Grove where they learned about nature and gardening through hands on tasks
- Announcements and Updates
 - The new excavator arrived last week. Bobcat Reps will be visiting the landfill to provide training
- > Dominion Virginia---In anticipation of State Corporation Commission (SCC) approval of the construction timeline for the Cunningham-Dooms 500kV rebuild project, Dominion will begin limited pre-construction activities, such as soil testing, this month.
- New County Website
- Upcoming Meetings:

Day	Date	Time	Purpose	Location
Wed	Feb 22	7:00 PM	Budget Work Session – Agencies Set Maximum Tax Rate for Advertising	Morris Room
Wed	Mar 1	4:00 PM 7:00 PM	Regular Meeting Budget Work Session – Non-Profits	Courtroom Courtroom
Wed	Mar 8	7:00 PM	Budget Work Session – TBD	Morris Room
Wed	Mar 15	4:00 PM 7:00 PM	Budget Work Session – TBD Regular Meeting	Courtroom Courtroom

PUBLIC COMMENTS #1

At 7:11pm Chair Sheridan opened the first round of Public Comments.

Mike Aquilino, Fork Union District, introduced himself as a candidate for the Broadband Access Taskforce. George Mitchell, Cunningham District, introduced himself as a candidate for the Broadband Access Taskforce. Brandon Chiesa, Fork Union District, introduced himself as a candidate for the Broadband Access Taskforce. Susan Golding, Columbia District, introduced herself as a candidate for the Broadband Access Taskforce. Bob Dorsey, Rivanna District, introduced himself as a candidate for the Broadband Access Taskforce.

With no one else wishing to speak, Chair Sheridan closed the first round of Public Comments at 7:29pm.

PUBLIC HEARING

ZMP 16:06 Wilson Ready-Mix Industrial Rezoning—James Newman, Planner, brought forward a request to rezone, from A-1 Agricultural, General to I-2 Industrial, General, 10.5 acres of Tax Map 4, Section A, Parcel 109. The property is located approximately 1,400 feet west of the intersection of Richmond Road (Route 250) and Blue Ridge Dr. (State Route 708). The parcel is within the Zion Crossroads Community Planning Area and the Palmyra Election District. The proposed use of the property is a concrete production facility, with ancillary retail use. The existing home and structures on site will be demolished. The production facility and the retail use will be located in separate structures.

At 7:32pm, Chair Sheridan opened the Public Hearing.

Frank Gallo, Palmyra District, spoke in opposition to the rezoning.

Chair Sheridan invited the applicant to speak.

Mark Wilson, owner of Wilson Ready Mix, appeared before the Board to answer questions. Mr. O'Brien asked Mr. Wilson to address the issue of slurry ponds on the site. Mr. Wilson responded that the plant will be compliant with all state regulations and is subject to regulation by the Department of Environmental Quality and pursuant inspections. Mrs. Booker asked about the number of trucks coming and going each day to which Mr. Wilson stated that this plant would start with four trucks based at the facility, and potentially grow. Mr. Weaver inquired about the size of the plant; Mr. Wilson noted that although the final design is not complete, it would probably be 40-60 feet in height. Mrs. Eager remarked on the screening that would be provided, with guidance from the Planning Department. In response to a question regarding the noise of trucks coming and going from the facility, Mr. Wilson provided an overview of the mitigating characteristics of the property and design.

At 7:44pm, Chair Sheridan closed the Public Hearing and opened the floor to Supervisor discussion.

Mr. O'Brien remarked that the proposed property is part of the "gateway" into Fluvanna from the west, and a balance between commercial and industrial should be kept in mind.

Mr. Payne addressed "spot zoning" and the implications of such, noting that "spot zoning" does not provide a mechanism for the balance of industries of which Mr. O'Brien was speaking.

Mrs. Eager noted that the particulars of the design and compliance with County Code would happen during the review and approval of a Site Development Plan, including vegetative screening, lighting, and noise abatement. Mrs. Eager noted that the real question before the Board was whether the location was appropriate for industry.

MOTION

Mrs. Eager moved that the Board of Supervisors approve ZMP 16:06, a request to amend the Fluvanna County Zoning Map with respect to approximately 10.5 acres of Tax Map 4, Section A, Parcel 109, to rezone the same from A-1, Agricultural, General, to I-2 Industrial, General. Mrs. Booker seconded and the motion passed 5-0. AYES: Sheridan, Booker, Eager, O'Brien, and Weaver. NAYS: None. ABSENT: None.

ZMP 16:07 Foster Fuels and SUP 16:12 Foster Fuels — Brad Robinson, Senior Planner, brought forward a request to amend the Fluvanna County Zoning Map with respect to 1.53 acres of Tax Map 5, Section 23, Parcel 8, to rezone the same from I-1, Industrial, Limited, to I-2, Industrial, General. The affected property is located in the Zion Crossroads Industrial Park between Industrial Way and Troy Road (State Route 631), approximately 0.46 miles south of the intersection of Richmond Road (U.S. Route 250). The parcel is within the Zion Crossroads Community Planning Area and the Columbia Election District. The proposed use of the property is a petroleum distribution facility (bulk propane storage tank). The applicant, Foster Fuels Inc., is a locally owned fuel company in Central Virginia that provides propane and other services to residential and commercial customers. Expansion of service into the Charlottesville region in recent years and a growing customer demand in Fluvanna County has resulted in a need for a closer refill site; currently the closest is in Afton, VA.

Mr. Payne noted that because this item, ZMP 16-07 and the following item, SUP 16-12 were related, one presentation for both items would suffice, however, two public hearings to allow public comment for each item would be preferable. Chair Sheridan invited the applicant to speak.

Tim Spicer, Vice President of Foster Fuels, came forward to address questions from the Board.

There were no questions for the applicant.

At 8:04pm, Chair Sheridan opened the Public Hearing for ZMP 16-07.

Steve Houchens, representative for CIP, LLC, spoke in favor of the rezoning.

With no one else wishing to speak, Chair Sheridan closed the Public Hearing for ZMP 16-07.

At 8:04pm, Chair Sheridan opened Public Hearing for *SUP 16:12 Foster Fuels*. With no one wishing to speak, Chair Sheridan closed the Public Hearing.

MOTION

Mrs. Eager moved that the Board of Supervisors approve ZMP 16:07, a request to amend the Fluvanna County Zoning Map with respect to approximately 1.53 acres of Tax Map 5, Section 23, Parcel 8, to rezone the same from I-1, Industrial, Limited, to I-2, Industrial, General. Mr. Weaver offered second and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: None.

MOTION

Mrs. Eager moved that the Board of Supervisors approve SUP 16:12, a request to allow for a petroleum distribution facility with respect to 1.53 acres of Tax Map 5, Section 23, Parcel 8, subject to the eight (8) conditions listed in the staff report. Mrs. Booker seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: None.

Staff Conditions:

- 1. Prior to development of the site, a site development plan that meets the requirements of the Fluvanna County Zoning Ordinance must be submitted for review and approval.
- 2. Only two 30,000 gallon tanks may be installed. Further tank installations will require additional special use permits.
- 3. Safety measures such as fencing and bollards will be required, to the satisfaction of Fluvanna County Fire Chief, Building Staff and Planning Staff.
- 4. All screening shall be maintained in a condition acceptable to the County.
- 5. Any lighting shall not be directed toward adjacent properties and comply with Article 25 of the Fluvanna County Code
- 6. All equipment and/or structures associated with the petroleum distribution facility use shall be removed from the property upon termination of the lease agreement.
- 7. The Board of Supervisors, or its representative, reserves the right to inspect the property for compliance with these conditions at any time.
- 8. Under Sec. 22-17-4 F (2) of the Fluvanna County Code, the Board of Supervisors has the authority to revoke a Special Use Permit if the property owner has substantially breached the conditions of the Special Use Permit

FY17 Budget Amendment—Eric Dahl, DCA/Finance Director, presented a request to amend the FY17 Budget. This amendment was necessitated by the public safety radio project and the 2016 capital lease. Mr. Dahl stated that a Public Hearing is required for any budget amendment that exceeds one percent of total expenditures shown in the currently adopted budget. Mr. Dahl briefly described the history of this proposed action, by noting that on October 19, 2016, the Board approved the 2016 Capital Lease financing. This budget amendment is necessary to correctly reflect an increase in the FY17 budget from the issuance of the \$8,223,125 Capital Lease with TD Equipment Finance for the Public Safety Emergency Communications Radio System.

This proposed budget amendment will increase the FY17 budget by \$8,223,125.

- Amended FY17 Budget (Before Amendment) = \$79,815,716
- Amended FY17 Budget (After Amendment) = \$87,741,841
- Increase revenues from issuance of the 2016 Capital Lease by \$8,223,125
- Increase expenditures by \$8,223,125:

- o 2015 Capital Lease Payoff: \$6,594,545
- o 2015 Capital Lease Int. (7/1/15 10/19/16): \$ 235,949
- o New Project Funds to build (3) additional towers: \$1,376,131
- o Cost of Issuance: \$16,500
- Refinanced debt (no longer on balance sheet):
 - o \$6,594,545 2015 Capital Lease: Motorola Credit Corp.; with an Annual Debt Service \$1,073,335
- Replaced with:
 - \$8,223,125 2016 Capital Lease: TD Equipment Finance at 1.39%, and an Annual Debt Service of \$1,236,289
- Net PV Savings of \$281K or 4.25% when comparing the original \$6,594,545 capital lease.

At 8:11pm, Chair Sheridan opened the Public Hearing.

There being no one wishing to speak, Chair Sheridan closed the Public Hearing.

With no further discussion,

MOTION

Mr. O'Brien moved the Board of Supervisors approve an FY17 budget amendment of \$8,223,125 for the issuance of the 2016 capital lease for the Public Safety Emergency Communications Radio System, with \$6,830,494 of the funds used for refinancing the 2015 capital lease and \$1,392,631 for new project construction funds to build (3) self-supported lattice towers and cost of issuance, increasing the FY17 Amended Budget to \$87,741,841. Mr. Weaver seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, and Weaver. NAY: None. ABSENT: None.

ACTION MATTERS

Trane Energy Performance Contract and Energy Equipment Lease Purchase Financing Resolution —Eric Dahl, DCA/Finance Director, brought forward a request to approve the Trane Energy Performance contract and, subsequent to its approval, a request for the financing of the project. Mr. Dahl provided background on the project, the request for proposals and selection of an energy savings partner, details of the upgrades proposed, and expected guaranteed savings. Mr. Dahl noted that in order to move this project forward, several actions must take place: the School Board must approve the contract; the School Board must approve Haneberg Hurlbert PLC, to serving as Special Counsel; the Board must approve a financing resolution to finance the project.

Following general and detailed discussion regarding the contract,

Special Counsel to Fluvanna County School Board

MOTION

Mrs. Eager moved that the Board consent to Richard Hurlbert, Esquire, with Haneberg Hurlbert PLC, to serving as Special Counsel to the Fluvanna County School Board for the limited purpose of the financing for the Energy Performance Project and for the County Administrator to sign an acknowledgment reflecting the same in a form approved by the County Attorney. Mr. Weaver seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: None.

Trane Energy Performance Contract MOTION

Mr. O'Brien moved to approve the Energy Performance Contract between the County of Fluvanna, Virginia and Trane U.S. Inc. in the amount of \$7,398,098.00 subject to any necessary modifications as deemed appropriate by the County Attorney, and the Board of Supervisors authorizes the County Administrator to execute the Contract contingent upon the Contract being approved by him with the requisite modifications noted, after being approved as to form by the County Attorney, in addition CO-10, Standard Performance Bond and CO-10.1, Standard Labor and Material Payment Bond, which are Exhibits to the Contract, will be attached and approved as to form by the County Attorney prior to signature; I further move to approve and issue that Exhibit D.2 attached to the Energy Performance Contract entitled "Limited Notice to Proceed" to begin certain work as outlined therein and the Board of Supervisors authorizes the County Administrator to execute the Limited Notice to Proceed contingent upon the same being approved as to form by the County Attorney; and I further move to approve and issue that Exhibit D.1 attached to the Energy Performance Contract entitled "Full Notice to Proceed" to authorize all work as outlined therein as soon as and only if that financing related to the Project closes and funds sufficient to cover Project costs are received as contemplated by said financing and the Board of Supervisors authorizes the County Administrator to execute the Full Notice to Proceed at such time contingent upon the same being approved as to form by the County Attorney. Mrs. Booker offered second and the motion passed 5-0.

Energy Equipment Lease Purchase Financing Resolution

MOTION

Mr. O'Brien moved the Board of Supervisors approve the resolution entitled "Resolution Of The Board Of Supervisors Of The County Of Fluvanna, Virginia To Enter Into A Sale/Leaseback Financing For Energy Efficiency Equipment In An Amount Not To Exceed \$7,800,000." Mrs. Eager gave second and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, and O'Brien. NAY: None. ABSENT: None.

At 9:00pm, Chair Sheridan recessed to allow for the signing of the Trane Energy Contract and Energy Equipment Lease Purchase Financing Resolution.

At 9:22pm, Chair Sheridan reconvened the meeting.

Prepayment of Capital Leases—Eric Dahl, DCA/Finance Director, reported that Finance is aware of over \$400K in the FY17 budget that will not be expended by the end of the current fiscal year and offered the Board a plan for expending the money by prepaying capital leases.

- JRWA Contribution: The County's JRWA contribution amount of \$177,000 was budgeted for FY17. A reimbursement from JRWA was recently received for the County's portion of upfront JRWA project costs. When the County was reimbursed for the upfront project costs, the JRWA deducted Fluvanna's FY17 debt service contribution amount of \$177,000. Therefore, that amount will not be expended in FY17.
- Radio Project: Multiple tower leasing and maintenance costs were budgeted in FY17 for the Public Safety Emergency Communication Radio project prior to the County deciding to build their own towers. Due to the County building its own towers and slight delays, certain leasing and maintenance costs will not be incurred in FY17.
- Unexpended FY17 Budget
 - o Debt Service: \$ 177,000 (JRWA Contribution)
 - Emergency Management: \$ 11,690 (PSRP UPS Maintenance)
 \$ 182,000 (PSRP Tower Leasing)

\$ 65,333 (PSRP-System Lifecycle Services) \$ 2,560 (PSRP - Subscriber Battery Replacement)

With little discussion,

MOTION

Mr. Weaver moved the Board of Supervisors approve a payment not to exceed \$293,764 to pay off the remaining principal, accrued interest and a 1% prepayment penalty on principal owed in full on a 2012 BB&T Governmental Finance capital lease for a fire truck, with the amount of \$177,000 to come from unexpended FY17 Debt Service budget and \$116,764 to come from unexpended FY17 Emergency Management budget. Mrs. Booker seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: None.

Mr. Weaver moved the Board of Supervisors approve a payment not to exceed \$106,809 to pay off the remaining principal and accrued interest owed in full on a 2009 Suntrust Bank capital lease for a fire truck with the amount owed to come from unexpended FY17 Emergency Management budget. Mrs. Eager seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: None.

Adoption of Fluvanna County Emergency Operations Plan—Cheryl Elliott, Emergency Services Coordinator, presented the 2017 Fluvanna County Emergency Operations Plan. Ms. Elliott noted that every four years the Virginia Department of Emergency Management requires counties to review their Emergency Operations Plan (EOP), make updates and revisions, and adopted by the Board via resolution. For this revision we have changed the format of the EOP to better reflect how emergency management actually functions in Fluvanna. The six branches are: Emergency Management, Fire & Rescue Services, Health & Medical Services, Law Enforcement, Public Works, and Social Services. This version also includes three support annexes: Mass Care and Sheltering, Damage Assessment Support, and Emergency Pet Sheltering. A master resource list containing contact information and available resources for each branch will be kept by the Emergency Services Coordinator.

With no discussion,

MOTION

Mrs. Eager moved to adopt a Resolution to adopt the Fluvanna County Emergency Operations Plan. Mr. O'Brien offered second and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, and Weaver. NAY: None. ABSENT: None.

Conservation Easement Request – Hotel Street Capital, LLC—Brad Robinson, Senior Planner, came before the Board to present a request to establish the creation of a Conservation Easement with respect to 232.003 acres of Tax Map 19, Section A, Parcel 39C and Tax Map 30, Section A, Parcel 110. Mr. Robinson indicated that the parcel in question was rezoned in 2009 and in 2014 there was an approved amendment to the Master Plan and an approved Special Use Permit for Major Utilities. The current zoning is primarily R-3, Residential Planned Community, with a small portion of the property zoned A-1, Agricultural. Mr. Robinson briefly ran through a list of property restrictions, noting that the conservation easement would allow for only one residential dwelling per parcel.

Representative for the applicant,

Mr. Payne clarified the allowable uses once a property becomes a Conservation Easement, noting that moving a parcel into a conservation easement significantly restricts, in perpetuity, the uses of property.

Mr. O'Brien asked Mr. Jack Hanssen, attorney and representative for Hotel Street Capital, LLC, spoke briefly about the intent of the owners, indicating that the owners have not solidified their plans, but understand the restrictions and limitations imposed by the Conservation Easement.

Mr. Payne indicated that there several factors in the Easement that he would like clarified for the record:

- The ability to widen Route 15 would not be hindered by the Conservation Easement;
- The current zoning of the property is not congruent with the allowable uses as stated in the Conservation Easement document—Mr. Payne recommends rezoning to bring the allowable uses into compliance with County Zoning Ordinance and an abandonment of the Special Use Permit;
- To have the record show that the applicant has indicated agreement that they do not desire to rezone the property before the Conservation Easement is recorded. Mrs. Eager asked the applicant's representative if that was the intent of the applicant; Mr. Hannsen indicated agreement.

Following general discussion,

MOTION

Mrs. Eager moved that the Board of Supervisors approve EST 16:01, a request to establish the creation of a Conservation Easement for 232.003 acres of Tax Map 19-A-39C and 30-A-110, subject to the property restrictions listed in the staff report and the Deed of Easement being subject to approval as to form by the County Attorney, noting the concerns and recommendations of the County Attorney stated above. Mr. Weaver seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, and Weaver. NAY: None. ABSENT: None.

Property Restrictions:

- 1. Further subdivision of the property into more than the existing two lots is prohibited;
- 2. No permanent or temporary building or structure may be built, maintained or replaced on the property other than: one single family dwelling on each parcel; one accessory dwelling on each parcels; non-residential outbuildings and structures commonly and appropriately incidental to the dwellings permitted; and farm buildings or structures;
- 3. Civic, industrial, commercial or miscellaneous uses other than those specified are prohibited;
- 4. A forest stewardship plan shall be provided prior to any commercial timber harvesting;
- 5. Grading, blasting or earth removal shall not materially alter the topography of the property except for dam construction to create private ponds, stream bank restoration and erosion control pursuant to a government permit, or as required in the construction of permitted buildings, structures, private roads and utilities;
- 6. Accumulation or dumping of trash, refuse, junk or toxic materials is not permitted on the property;
- 7. Signs will be limited in type and will be no larger than nine (9) square feet;
- 8. Within a 100' buffer strip along each edge of the Rivanna River, Fishing Lake, wetlands or perennial stream, no buildings or structures, no grazing of livestock, no storage of compost, manure, fertilizers, chemicals, machinery or equipment, and no cultivation or other earth disturbing activity shall be permitted to protect water quality of the Rivanna River; and
- 9. The property shall be managed in accordance with a Farm Conservation Plan as long as at least five acres are in agricultural production.

Appointment to the Broadband Access Taskforce—Steven M. Nichols, County Administrator, presented the slate of candidates for the Broadband Access Taskforce.

After general discussion, and considering those candidates who spoke earlier,

MOTION

Mrs. Eager moved to appoint the following citizen representatives to the Broadband Access Taskforce:

Columbia District: Susan Golding,

Cunningham District: George Mitchell and Dana Shiflett,

Fork Union District: Brandon Chiesa, Michael Aquilino, and James Kirkham,

Rivanna District: Bob Dorsey and Mike Feazel,

Fluvanna Business/Education: Valerie Palamountain

Fluvanna Business/Education: Scott Krogh.

For terms to begin February 15, 2017 and to terminate no later than October 31, 2017, unless the Board extends the term. Mrs. Booker seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, and Weaver. NAY: None. ABSENT: None.

Appointment to the Fluvanna Partnership for Aging-Rivanna Representative—Steven M. Nichols, County Administrator, presented the candidate for the Rivanna Representative to the Fluvanna Partnership for Aging. With no discussion,

MOTION

Mrs. Eager moved to appoint Susan Liberman as the Rivanna District Representatives to the Fluvanna Partnership for Aging, replacing Suzanne Cotellessa, who resigned, for a term to begin February 15, 2017 and to terminate December 31, 2017. Mrs. Booker seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, and Weaver.

PRESENTATIONS

Parks and Recreation Update - Aaron Spitzer, Director of Parks and Recreation, provided a mid-year update of activities and revenues. Noting a change in employees, Mr. Spitzer provided an updated chart of duties for Parks and Recreation staff. Highlights included:

Community Participation:

- Programs Administered: 21
- Parks & Recreation Attendance
 - o Programs: 1,975
 - o Parks, Facility and Equipment Rentals: 3,174
- Special Events Attendance
 - o County Fair 7,500+
 - o Halloween Celebration 200+
 - o Holiday Celebration 300+
 - Senior Holiday Luncheon 65
- Volunteers/Hours: 81/1,164 = \$27,423.84
 - o National Estimated Value of Volunteer Time in 2015 was \$23.

Mr. Spitzer provided a breakdown of revenues and expenses for programs, special events, and tickets, and gave an overview of the Pleasant Grove Trail system.

Project updates included:

Dog Park Expansion Fitness Trail Disc Golf Course

CONSENT AGENDA

The following items were discussed before approval:

The following items were approved under the Consent Agenda for February 15, 2017:

Minutes of February 1, 2017—Kelly Belanger Harris, Clerk to the Board Acting Assistant Director of Public Works—Gail Parrish, Human Resources Manager First Amendment to VFW Tower Site Agreement REVISED—Cheryl Elliott, Emergency Services Coordinator

Mr. Weaver moved to approve the items on the Consent Agenda for February 15, 2017, as presented. Mr. O'Brien seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: None.

UNFINISHED BUSINESS

Ratification FY17 Cooperative Extension Supplemental Appropriation—Martin Brookhart, Management Analyst, brought back to the Board a request to ratify the FY17 Cooperative Extension Supplemental Appropriation. At the Feb 1, 2017 Board of Supervisors meeting, the item FY17 Cooperative Extension Supplemental Appropriation, was pulled from the Consent Agenda for discussion. Following discussion, the Chair called for a vote, resulting in a 4-1 vote. However, as no motion was made prior to the call for a vote, it was returned to the agenda for ratification.

MOTION

Mr. O'Brien moved to ratify the approval of the supplemental appropriation of \$24,799.61 to the FY17 Cooperative Extension budget for funds received from Health Department Vacancy Savings. Mrs. Eager seconded and the motion passed 3-2. AYE: Sheridan, Booker, and O'Brien.

NEW BUSINESS

None.

PUBLIC COMMENTS #2

At 10:33pm Chair Sheridan opened the second round of Public Comments. With no one wishing to speak, Chair Sheridan closed the second round of Public Comments at 10:33pm.

ADJOURN

MOTION:

At 10:34pm Mr. O'Brien moved to adjourn the regular meeting of Wednesday, February 15, 2017. Mr. Weaver. seconded and the motion carried with a vote of 5-0. AYES: Sheridan, Booker, Eager, O'Brien, and Weaver. NAYS: None. ABSENT: None.

ATTEST:	FLUVANNA COUNTY BOARD OF SUPERVISORS
Kelly Belanger Harris Clerk to the Board	John M. Sheridan Chair

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB W

	March 15, 2 Adoption of					
AGENDA TITLE:	Adoption of					
AGENDA IIIEE.	Minutes.	the Fluva	nna Coun	ty Board of Sup	ervisors Regular	Meeting
MOTION(s):	I move the meeting minutes of the Fluvanna County Board of Supervisors for Wednesday, February 22, 2017 Budget Work Session, be adopted.					
CTD ATECIC INITIATIVE?	Yes	No		f list initiati	(-)-	
STRATEGIC INITIATIVE?		Х		f yes, list initiativ	re(s):	
	Public Heari	ng Action	n Matter	Presentation	Consent Agenda	Other
AGENDA CATEGORY:					xx	
STAFF CONTACT(S):	Kelly Belanger Harris, Clerk to the Board					
PRESENTER(S):	Steven M. Nichols, County Administrator					
RECOMMENDATION:	Approve					
TIMING:	Routine					
DISCUSSION:	None.					
FISCAL IMPACT:	N/A					
POLICY IMPACT:	N/A					
LEGISLATIVE HISTORY:	None					
ENCLOSURES:	Draft Minutes for February 22, 2017					
REVIEWS COMPLETED:	Legal	Fin	ance	Purchasing	HR	Other

FLUVANNA COUNTY BOARD OF SUPERVISORS REGULAR MEETING MINUTES Circuit Court Room February 22, 2017

February 22, 2017 Work Session 7:00 pm

MEMBERS PRESENT: John M. (Mike) Sheridan, Columbia District, Chair

Mozell Booker, Fork Union District, Vice Chair

Patricia Eager, Palmyra District Tony O'Brien, Rivanna District

Donald W. Weaver, Cunningham District

ALSO PRESENT: Steven M. Nichols, County Administrator

Fred Payne, County Attorney Eric Dahl, DCA/Finance Director

Martin Brookhart, Management Analyst

Kelly Belanger Harris, Clerk to the Board of Supervisors

CALL TO ORDER WORK SESSION

At 7:02 pm, Chair Sheridan called the Work Session Meeting of February 22, 2017 to order. After the recitation of the Pledge of Allegiance, a moment of silence was observed.

PRESENTATIONS

Health Department – Dr. Denise Bonds, Director, Thomas Jefferson Health District, provided an overview of services provided by the Health Department during the past year, and highlighted several statistics regarding these services.

Library – Cyndi Hoffman, Library Director, presented a request for the FY18 budget. Highlights included Funding and State Library Aid: The State Library requires us to have local operating expenditures of at least 50% of the median statewide local operating expenditures per capita Fluvanna has a Five-year plan in place with the State to achieve this level of funding by FY2020 (\$300,307) – or lose our State Aid. In 2010, Fluvanna was at \$7.77 per capita and the lowest funded per capita in the State of VA. As of 2015, Fluvanna is \$11.56 per capita – we are 84th out of 91 libraries. Total budget requested: \$355,317 (includes estimated \$71,600 in State Aid), Local Funding requested = \$283,717.

Registrar/Electoral Board — Catherine Hobbs, Chair, Electoral Board and Daniel Graff, Electoral Board Member, presented a budget request that was decreased from last year, citing fewer elections during this fiscal year.

Department of Social Services – Kim Mabe, Director, presented the FY18 Budget Request. Highlights included: distribution of Social Services spending, increasing caseload and subsequent need for maintaining full staffing, a request for cellphones to provide safety and communication for workers while in the field.

Virginia Cooperative Extension – Steven M. Nichols, County Administrator, in the absence of Mr. Thompson presented the Budget Request for FY18. There were no questions.

Fire and Rescue Services – Cheryl Elliott, Emergency Services Coordinator and John Lye, President, Fire and Rescue Association, presented the FY18 Budget for the Fire and Rescue Association. Ms. Elliott noted that the request differs from the Budget Proposal put for by the County Administrator, significantly in two areas: Convention & Education (EMT/Fire Training) and LM Fleet Replacement. FRA is requesting \$48,000 for training, (COAD Budget = \$11,000) and by reorganizing the process by which Lake Monticello fleet vehicles are maintained, increased the request for fleet replacement, owing to aging vehicles. Also of note, FRA will begin a robust recruitment drive in the coming months, and the request for training dollars would help retain volunteers.

ACTION MATTERS

Appointment to the Broadband Access Taskforce—Steven M. Nichols, County Administrator, presented the candidate for the Palmyra Representative of the Broadband Access Taskforce. With no discussion,

<u>MOTION</u>

Mrs. Eager moved to appoint the following citizen representative to the Broadband Access Taskforce:

Palmyra District: Michael Lawson,

For a term to begin March 1, 2017 and to terminate no later than October 31, 2017. With a second by Mr. Weaver, the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, & Weaver.

BUDGET DISCUSSION

Health Insurance Option Update—Steven M. Nichols, County Administrator, gave a brief presentation of Staff Benefits — Health Insurance options for FY18. Mr. Nichols briefly summarized the two options currently being discussed, but noted that final numbers are not available as negotiations are ongoing. Staff Briefings will be held on Feb 27, 28, and March 1, 2017. Gail Parrish, Human Resources Manager, will provide a detailed briefing at the March 1, 2017 Board. Mr. Nichols reported that a decision must be made no later than April 1, 2017.

ACTION MATTERS

Advertisement of the Proposed FY18 Real Property Tax Rate Increase—Eric Dahl, Deputy County Administrator and Finance Director.

Following wide-ranging discussion,

<u>MOTION</u>

Mr. O'Brien moved the Board of Supervisors authorize staff to advertise the FY18 proposed real property tax rate for public hearing on April 5, 2017; the advertised proposed real property tax rate is \$.925 per \$100, effective for calendar year 2017. Mrs. Booker seconded and the motion passed 3-2. AYE: Sheridan, Booker, O'Brien. NAY: Eager, Weaver. ABSENT: None.

ADJOURN

MOTION:

At 10:43pm Mr. O'Brien moved to adjourn the Work Session meeting of Wednesday, February 22, 2017. Mrs. Booker seconded and the motion carried with a vote of 5-0. AYES: Sheridan, Booker, Eager, O'Brien, and Weaver. NAYS: None. ABSENT: None.

ATTEST:	FLUVANNA COUNTY BOARD OF SUPERVISORS
Kelly Belanger Harris Clerk to the Board	John M. Sheridan Chair

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB X

MEETING DATE:	March 15,	2017	7					
AGENDA TITLE:	DHCD Planning Grant regarding Senior Affordable Housing Project							
MOTION(s):	the Virginia Piedmont I direct and representa appoint the Manager to ratify that informatio & Commun Motion #2: County and Developme appropriate authorizes upon the Alapproved a Motion #3: Research Grant Agre appropriate authorizes upon the Alappropriate authorizes upon the Ala	a De Hou: auth tive e Co o ass Plan n pr i I m d the ent, e by the e by the e by the e by	epartme sing Alli horize the of the Communit sist him noing Gr ovided I Develop nove to a e Virgini subject the County ement a of form b	nt of Ho ance Sei ne County in ty and Ei on such ant App by the Co approve to any r unty Atti Adminis y the Co approve fter and ject to a unty Atti Adminis and exhil	at Planning Grainsing & Communior Affordable by Administrator nonection with conomic Development of Housing et and I for the Planning Grains and the Planning Grains and the Planning Grains and the Planning Grains the Planning Grains and The Plann	unity I Housi r to be ith succepture purther g all s rginia rant A ng & C icatio Board te the ng app orior t dy Co on exe odific Board te the ng app notion t	Developme ing Project, at the official chapplication of the community in as deem of Supervise Agreement or oved by the supervise of Supervise o	nt entitled I move to al on and as the Grant approve and tal at of Housing Detween the aed sors t contingent aim and a. Real Property he Planning eemed sors t contingent aim and
STRATEGIC INITIATIVE?	Yes		No X		If yes, list initiation	ve(s):		
ACENDA CATECODY	Public Hear	ing		Matter	Presentation	Cons	ent Agenda	Other
AGENDA CATEGORY:							х	
STAFF CONTACT(S):	Jason Smith	, Dire	ector of (Commun	ity and Economic	Devel	opment	
PRESENTER(S):	Jason Smith, Director of Community and Economic Development							
RECOMMENDATION:	Approve							

TIMING:	Routine	Routine					
DISCUSSION:	DHCD \$30,000 Planning Grant to be used towards a marketing study and preliminary architectural review plan for Cunningham and Columbia schools.						
FISCAL IMPACT:	See attached						
POLICY IMPACT:	N/A						
LEGISLATIVE HISTORY:	N/A						
ENCLOSURES:	DHCD Planning Grant Application, Project Management Plan and DHCD contract with Fluvanna County.						
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other		

County of Fluvanna

Piedmont Housing Alliance Senior Affordable Housing Project

Application ID: 32403142016094927

Application Status: Approved

Program Name: CDBG Planning Grants - 2016

Organization Name: County of Fluvanna

Organization Address: 132 Main Street

Palmyra, VA 22963

Profile Manager Name: Jason Smith

Profile Manager Phone: (434) 591-1910

Profile Manager Email: jsmith@fluvannacounty.org

Project Name: Piedmont Housing Alliance Senior Affordable Housing Project

Project Contact Name: Jason Smith

Project Contact Phone: (434) 591-1910

Project Contact Email: jsmith@fluvannacounty.org

Project Location: 132 Main Street

Palmyra, VA 22963-4142

Project Service Area: Fluvanna County

Total Requested Amount:

Required Annual Audit Status: Accepted

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County of Fluvanna

Piedmont Housing Alliance Senior Affordable Housing Project

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Cost/Activity Category	DHCD Request	Other Funding	Total
Planning Grant Activities	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
Total:	\$0.00	\$0.00	\$0.00

Budget Narrative:

Questions and Responses:

1. The information below only refers to the narrative requirements for a proposal Please refer to the CDBG Program Design for further information on Virginia's overall program objectives policies and priorities, overarching requirements, program specific requirements, and CDBG National objectives and requirements. Contact DHCD with any questions.

A locality interested in obtaining Planning Grant assistance must submit a formal application providing a brief description of the project area and the community development needs in this area, a discussion of the locality's and project area's readiness and capacity to proceed with a participatory planning process, and some justification for why Planning Grant funding is needed. DHCD will review this application and provide the applicant locality with a response which outlines activities which must be accomplished prior to Planning Grant investment.

DHCD will generally respond in writing within 30 calendar days and authorize up to \$3,000 in pre-proposal expenses.

NEEDS AND OPPORTUNITIES

1. Describe the needs and opportunities that the locality intends to address with CDBG Planning Grant funding. How does the locality know about this need? Include as much detail as is currently known (prior to examining this need further using Planning Grant funding).

Answer:

The primary need that will be addressed with this CDBG Planning Grant is Affordable Senior Housing. The need for affordable senior housing is documented in several plans. Fluvanna County's 2015 Comprehensive Plan (p. 120) describes the issue:

"According to the Department of Social Services, clients have a hard time finding rental units that fall within the monetary rental limit of the program and which meet HUD's minimum quality standards. This is especially true for one- and two-bedroom units, which are typically rented by elderly clients. Clients often have to go outside the area, particularly to Charlottesville, to find such rental units."

Fluvanna County identifies the goal to "Support Housing and Services for [the] Elderly" in its 2013 Consolidated Pages: 2 of 55

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County of Fluvanna

Piedmont Housing Alliance Senior Affordable Housing Project

Plan. Several earlier local studies, specifically Fluvanna's 2008 Land-Use Plan and Fork Union's 2004 Community Plan have indicated that affordable housing for seniors is a high priority for area residents.

Recent inquiries indicate that there has been little to no change in affordable housing supply for seniors. As of November 2015, there were 29 elderly residents on Fluvanna County's Housing Choice voucher waiting list, and as of February 2016, there are five people on Fluvanna/Louisa Housing Foundation's waiting list for handicap ramps. Future plans are small in scope, with the Fluvanna/Louisa Housing Foundation planning to add four new units of affordable housing in Fluvanna over the next few years. Related needs and opportunities include alleviating housing cost burdens, blight and overcrowding.

2.

NEEDS AND OPPORTUNITIES

2. Is there a lack of or gap in the availability of one or more basic community attributes or services found in comparable communities? Does the missing attribute or service directly affect low- and moderate-income persons? Does the missing attribute relate to blighting conditions?

Answer:

The prevalence of blight and substandard housing conditions in Fluvanna County is well documented. Planning professionals have been working for years to address these issues, especially in Columbia. Currently the smallest incorporated town in Virginia, and soon to be unincorporated, Columbia is home to 83 people, 10 of whom are 62 years or older. The median income is \$11,875.

Some 2,891 individuals 65 years or older live within a ten-mile radius of the Cunningham School (this includes the Cunningham community); 11% have annual incomes of less than \$10,000. At a county level, 7% of seniors live at or below the poverty level.

Redevelopment of these two schools, particularly the Columbia school, will provide 27 units of affordable housing for seniors and help ameliorate blight and substandard housing conditions for this population.

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County of Fluvanna

Piedmont Housing Alliance Senior Affordable Housing Project

3. NEEDS AND OPPORTUNITIES

3. Is there a certain condition in place that if addressed, will provide an opportunity for growth, revitalization, or economic restructuring?

Answer:

Fluvanna County views the redevelopment of the schools as an important step in addressing blight and substandard housing conditions. In addition, the construction associated with the adaptive reuse and the subsequent hiring to operate these facilities will provide employment and economic development opportunities.

4. TIMELINESS

4. Describe why these needs must be addressed now.

Answer:

There are currently 27 seniors receiving Housing Choice voucher assistance and another 29 seniors on the waiting list. With an aging baby-boomer population, the need for affordable senior housing is only going to increase in the foreseeable future. Currently, an array of senior services is provided through three active older adult centers in the Fork Union District, the Cunningham District and the Kents Store community. Development of the Cunningham school and Columbia school could bring needed senior services to parts of the County not currently served by the existing senior centers.

5. TIMELINESS

5. Has an unforeseen action occurred that threatens the health or safety of the community? Has an opportunity

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County of Fluvanna

Piedmont Housing Alliance Senior Affordable Housing Project

arisen which the community can use to its advantage? Have potential beneficiaries been mobilized or otherwise communicated their intentions to address community needs? Has the community developed a strategic or action plan that includes project priorities and is the community ready to address the highest priority item?

Answer:

A new high school opened in 2013 and the county's school structure was shuffled: two elementary schools were closed, a middle school was converted into an upper elementary school and the old high school converted into a middle school. As a result, the two closed elementary schools, Columbia Elementary School and Cunningham Elementary School are available for redevelopment. With the closing of the two schools, the opportunity exists to align a motivated local government with an experienced affordable housing developer, Piedmont Housing Alliance and an excellent senior service provider, Jefferson Area Board for Aging (JABA). The partnership between PHA and the County is reinforced by the presence of Steve Nichols, the Fluvanna County Administrator who is also on the Piedmont Housing Alliance Board of Directors. Piedmont Housing Alliance has a 33 year history of serving the affordable housing needs of residents of Central Virginia, and has developed, owned, and/or managed 395 affordable rental homes.

In addition to the opportunity to create a powerful alliance, there is the opportunity to provide housing and care for one of our most needy populations in the County- low-income senior citizens. The need for affordable senior housing can be seen in recent poverty statistics: within a 20 mile radius of the Cunningham School, 34.4% of the 55+ population have a household income under \$35,000, and 12.9% have a household income under \$15,000 (ESRI 2015 forecast based on U.S. Census Bureau, Census 2010 Summary File). With these numbers, it is no surprise that 29 Fluvanna seniors are waiting for Housing Choice Vouchers.

6. READINESS

6. Describe how ready the community residents and local government are to complete planning and implement a project to meet the perceived needs. What steps have been taken to get the community and local government ready

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County of Fluvanna

Piedmont Housing Alliance Senior Affordable Housing Project

to proceed?

Answer:

The local government has been involved with senior living activities for a number of years. Fluvanna County sees the opportunity to provide Independent Senior Housing as the next step in providing programing and quality of life for its older citizens. The 2015 Comprehensive Plan addresses the need for affordable senior housing, especially in the more rural areas.

Fluvanna County currently supports a number of organizations that deal with housing issues, including Piedmont Housing Alliance. The Louisa/Fluvanna Housing Foundation provides handicap ramps and certain types of housing repair assistance to Fluvanna County residences. This effort is in part supported financially by the Fluvanna County government. Fluvanna County has also created a Senior Resources Guide to help seniors find services in both the immediate local area as well as the region. Included below is a synopsis of the programing for seniors at the Active Older Adult Centers. Fluvanna County has been responsive to senior needs and wishes to expand that effort. The community has embraced the efforts of the county and has demonstrated willingness to volunteer.

Active Older Adult Centers

Our Active Older Adults programs provide a wide variety of recreation and leisure activities for ages 55 years and older, at three locations. Activities include specialty and creative crafts classes, fitness and walking clubs, cultural events, field trips, and senior forums. Seniors may also participate in computer classes at local libraries, holiday events, Senior Olympics, and sports programs. Most programs are free unless otherwise indicated

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County of Fluvanna

Piedmont Housing Alliance Senior Affordable Housing Project

Fork Union District

When: Every Tuesday and Wednesday, 10am-2pm

Where: Fluvanna Community Center

20-25 members each day

Cunningham District

When 1st and 3rd Monday of each month, 10am-2pm

Where: Scottsville VFW on Rt. 6.

20-25 members each day

Kents Store

When: 2nd and 4th Thursday of each month, 10am-2pm

Where: ARC Building in Kents Store, 111 Kents Store Way, Kents Store, VA 23084

10-15 members each day

In addition to the regular programming of activities, exercise and volunteer opportunities, JABA currently offers the following services at the Fork Union Location on Wednesdays: lunch, free health screenings provided by an on -site nurse, and a JABA options counselor. JABA also provides Medicaid counseling on Thursdays at Grace and Glory Lutheran Church in Palmyra. This service would be more effective if offered at a senior housing center in that it would make it easier to connect to their target population.

Expanding the services that JABA offers to two new locations means that connecting to a new senior population that is currently not being served. The needs assessment funded by the proposed grant could also study the need to 2/17/2017 12:50:21 PM

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County of Fluvanna

Piedmont Housing Alliance Senior Affordable Housing Project

offer intergenerational programming, which JABA would be able to provide.

Part of the appeal of having services located with senior housing is that it eliminates transportation issues for residents. The 2015 Comprehensive Plans states: "as the population of the county continues to age, mobility will become a prominent issue. Rural seniors who are no longer able to drive face serious obstacles in accessing food and medical care."

7. READINESS

7. What evidence is there that both the community and local government have the energy and will to make progress on this project? Is the local government supportive of the project? Is there community support and consensus regarding the perceived needs? Have real community sparkplugs been identified?

Answer:

This project is driven by the community and the Fluvanna County government. The theme of affordable senior housing came up repeatedly in the Fork Union Community Plan, which was written with the input of 63 individuals who participated in a two-day workshop. The plan states: "all agreed that affordable senior housing was a high priority for residents of Fork Union." Fork Union is a 9 and 12 minute drive to the Cunningham and Columbia schools, respectively. There is also a strong working relationship between Fluvanna County and Piedmont Housing Alliance, and the County Administrator serves on Piedmont Housing Alliance's Board. Piedmont Housing Alliance is a state-certified CHDO with a strong history of affordable housing development and management.

8. READINESS

8. Include status of other planning grant application(s) and state whether or not your ability to complete the CDBG 2/17/2017 12:50:21 PM Pages: 53 of 55

County of Fluvanna

Piedmont Housing Alliance Senior Affordable Housing Project

planning grant is contingent on receiving funds from other sources. Please provide a list of other organizations or agencies that you have submitted planning grants applications. Provide a copy of the award letter(s) for funding commitment(s) and date of funding availability.

Answer:

Currently, Fluvanna County has no other planning grants that they are pursuing.

Attachments:

MAPS

SchoolsOverview314201611136.pdf

DOCUMENTATION OF NEED AND SUPPORT

09Minutes20160302314201611540.docx

(OPTIONAL) || Columbia School Map

Columbia314201611213.pdf

(OPTIONAL) || Cunningham School Map

Cunningham314201611255.pdf

(OPTIONAL) | Fluvanna County Comprehensive Plan Section on Housing

2015FluvannaComprehensivePlanHousingSection314201611731.pdf

(OPTIONAL) || Budgets

FluannaOpExp82201632235.zip

(OPTIONAL) || Fluvanna County Survey Results

FluvannaCountyAffordableSeniorHousingSurvey299Responses82201641337.xlsx

(OPTIONAL) || Community Meeting Agenda, Sign In and Minutes

PublicMeetingMinutes062982201641411.zip

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County of Fluvanna

Piedmont Housing Alliance Senior Affordable Housing Project

(OPTIONAL) || Managment Team Meeting Agendas, Sign In and Minutes MgmtTeamMtgMinutes062982201641438.zip

(OPTIONAL) || June 29 Management Team Meeting Agenda ManagementTeamAgenda62982201642307.pdf

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FINALFluvannalnventorySurvey72816832016110259.xlsx

Notes:

Fluvanna County has identified two former elementary schools as ideal locations for senior housing in this rural county with a significant and increasing aging population in need of affordable housing. Fluvanna County is a rural area of 260 square miles that is home to 25,945 people, twenty percent of whom are 62 years of age and over. Fluvanna County is a desirable place to live, especially for retirees, and while there are several new high-end housing developments for individuals 55+ under construction, The Villages at Nahor and Village Oaks, there are no units of affordable housing associated with these new developments and there has been no new affordable housing production since 2011. Fluvanna County administrators have identified the former Cunningham Elementary School at 479 Cunningham Road and the former Columbia Elementary School at 563 Wilmington Road in Palmyra for conversion into senior housing, with assisted living components and community facilities, and has identified Piedmont Housing Alliance as the experienced non-profit developer and property manager, whose senior housing development partner is Jefferson Area Board for Aging (JABA), the area's senior services provider.

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PROJECT MANAGEMENT PLAN

Fluvanna County

FLUVANNA AFFORDABLE SENIOR HOUSING PROJECT
PLANNING GRANT

January 20, 2017 Ver. 1

Funded by

Virginia Department of Housing and Community Development

DMM.	1/25/17
Steven Nichols	Date (
County Administrator, Fluvanna County	
	1/25/17
Jason/Smith	Date ⁽
Director of Community and Economic De	evelopment, Fluvanna Count
8/5-	1-25-17
Betsý kowson	Date
Project Manager, Piedmont Housing Allia	nce 24 17
Richard J. Funk, Jr.	Date
Vice-President, dBF Associates, Architects Multiple Company of the Company of th	1/25/17
Robert M. Lefenfeld,	Date
Managing Principal, Real Property Research	ch Group
Elizabeth Boehringer Community Development Specialist, DHC	Date D

FLUVANNA COUNTY

Project Management Plan

1) PROJECT NAME: Fluvanna Affordable Senior Housing Project

2) PROJECT DESCRIPTION:

The County of Fluvanna (County) has applied for a Community Development Block Grant (CDBG) from the Virginia Department of Housing and Community Development (DHCD) under Title I of the Housing and Community Development Act of 1974, as amended, to conduct planning activities necessary for the preparation of a CDBG Construction Improvement Grant (CIG). The proposed planning grant will assess current senior affordable housing needs within the County and will develop an implementation plan for curing those deficiencies identified. Planning grant activities will include:

- **a)** The County has completed the *initial work tasks* specified in the response letter from DHCD dated May 20, 2016.
- **b)** The *Facilitated Planning Session* was held on January 10, 2017, to review the planning grant's proposed work tasks or activities, especially the Responsibilities Chart and Timeline.

Products: Executed PMP, Certification of Signatures and PG Agreement with DHCD.

c) Procurement of Consultant(s) – The County will procure consultants to conduct a marketing study and a Preliminary Architectural Report (PAR). The Federal Non-Consultant Contract Language attachment will be attached to each contract.

Products: Executed consultant contracts, each uploaded separately into CAMS.

d) Completion of a Marketing Study: The need for affordable senior housing must be thoroughly documented with a full project-site assessment completed and specific clear and strong quantitative evidence provided. Real Property Research Group (RPRG) will look at four (4) potential sites: The first two (2) will be the former Cunningham and Columbia Schools located at 479 Cunningham Road and 563 Wilmington Road, respectively. The County has property control over each site. If these aren't viable based upon the information learned from the Market Study; there are two (2) vacant lots which will be considered. One (1) is

near Palmyra and the other one (1) is near Lake Monticello. The County does not have control over these sites at this time.

Product: Draft and Final Market Study. A zipped file of the final draft Market Study will be uploaded into CAMS.

e) Completion of a PAR: The preparation of a PAR by dBF Associates, Architects. Project activities and costs must be necessary, reasonable and justified (assumptions must be logical and clearly substantiate cost estimates). Cost data must be current i.e.; within six (6) months of application submission, and based on the market study's findings. The proposed floor plans and design must correspond to the market need and demand identified in the Market Study as must the type(s) and location of the proposed units.

A community meeting will be held to solicit local input, especially those of potential beneficiaries.

Products: Community presentation, Draft PAR presented at a PMT meeting and final draft PAR presented at Board of Supervisor's meeting. A zipped file of the final draft PAR will be uploaded into CAMS.

f) Development of a 5-Year Staffing and Operations Plan – The County must prepare and submit a draft 5-year Staffing and Operations Plan. It must demonstrate that the required benefits will be provided to the targeted populations in order to substantiate the claim of benefit and eligibility for CDBG funding. Second, any fees that are to be charged to beneficiaries must be substantiated as "reasonable," that is affordable to LMI persons, and sufficient in terms of the projected income and expenses of the facility.

Finally, the Plan should answer the following questions: Is there a demonstrated understanding of the management of the proposed housing project, once completed? Has a management entity been created or identified? Are intake procedures in place? Have operating and maintenance costs been adequately projected? Is there a clear understanding of all management issues? Have the intake, counseling and marketing roles been filled by experienced staff? How will non-housing needs of the tenants be meet?

PHA staff will prepare the draft Staffing and Operations Plan.

Products: Draft Plan

g) Environmental Review Record – If the County decides that submitting a Community Improvement Grant (CIG) application is in its best interest, all

requested preliminary research, documentation, and notification to initiate the Environmental Review Record and Section 106 requirements associated with the potential or perceived outcomes of investments in the project area will be completed.

Products: Draft ERR; Draft FONSI advertisement, and Draft Request for Request of Funds & Certification

- h) Community Improvement Grant Application If the County decides that submitting a CIG Application is in its best interest, it will do so by the deadline established in the 2018 Program Design (tentatively scheduled for March 28, 2018). The cost of preparing the application will be done solely with non-CDBG funds.
- i) Pre-contract Activities The County must complete and submit the pre-contract activities to the CD Specialist no later than June 30, 2018. Once the Community Development Specialist has signed off on them, the County will submit the following documents via CAMS:
 - i) Draft Fair Housing Certification;
 - ii) Draft Project Management Plan;
 - iii) Draft Staffing and Operations Plan;
 - iv) Draft Project Income Plan.

Hard copies of the remaining pre-contract activities must be submitted.

3) PROJECT MANAGEMENT TEAM ROSTER:

CORE Management Team Members:

NAME	GRANT ROLE	CONTACT INFO
Steve Nichols,	County Administrator (Grant Administrator)	4334.591.1910
Jason Smith	County Director of Community & Economic Development (Grant Manager)	434.591.1910 x1053
Mozell Booker	County BOS, Fork Union District Representative	434.842.3311
Kim Mabe	County Director of Social Services	434.842.5238
Curtis L. Putnam	Fluvanna County Partnership for Again, Columbia Representative	434.906.8400
Frank Grosch	Piedmont Housing Alliance, CEO	434.817.2436 x0661
Betsy Lawson	PHA, Project Manager	434.817.2436

Billie Campbell	TJ PDC, Senior Program Manager	434.422.4822
Charlotte Horton	Community Sparkplug	434-286-3835
Steve Stokes	JABA, Asset Manager	434.817.5252
Stephanie Brown	RegionTen Fluvanna, Case Manager	434.06.4931
Florence Pugh	Fluvanna Active Older Adult (Sparkplug)	434.238.0693
Nancy Weikert	Fluvanna Active Older Adult (Sparkplug)	434.468.4839
Glynn Gilmann	Fluvanna Active Older Adult (Sparkplug)	434.989.2272
Samuel Woodson	Fluvanna Active Older Adult (Sparkplug)	434.581.2581

OTHER Project Team Members: (attends Mgmt Team meetings as needed or available)

NAME	GRANT ROLE	CONTACT INFO		
Elizabeth Boehringer	CD Specialist	804-371-7065		
		Elizabeth.boehringer@dhcd.virginial.gov		
Marty Brookhart	Financial Analyst	434.591.1930 x1119		
Cyndi Toler	Purchasing Agent	434.591.1930 x1124		
Robert M. Lefenfeld	Marketing Consultant	410.772.1004 x6101		
Richard J. Funk, Jr.	Project Architect	434.977.2791		

The Project Management Team has the authority to monitor grant project progress to ensure success (on time, in budget, benefits delivered). The monthly meetings should compare the initial timeline with reality, and to identify corrective measures if needed to get the project back on track to completion within the determined time frame. This group should always be looking at the "big picture" to be sure actions taken or not taken now will not create devastating delays in the future.

4) ID COMMUNICATIONS PROCESS:

Jason Smith, on behalf of the Project Management Team (PMT), will provide updates on activities to the Board of Supervisors at least quarterly. **Betsy Lawson** will submit the required monthly progress report to the Community Development Specialist (CDS). The report is to be done on a form provided by DHCD and uploaded into the "Reports and Communications" tab in CAMS.

Jason Smith will be responsible for ensuring there is effective community outreach and that at least two community meetings are held to inform the public about the project's progress. The meetings will be documented, including sign-in sheet, for inclusion in any future CIG application. These

meetings will be separate from the two required public hearings. The first community meeting was held on June 29, 2016.

5) ID PROJECT OVERSIGHT PROCESS:

The PMT will meet on the first Wednesday of the month, beginning December 2016. The meetings will be held monthly or bi-monthly, depending on the level of grant activity. **Jason Smith** will call the meetings and will ensure project management team minutes are taken. Minutes shall show all actions taken by the Project Management Team and include a roster of who all attended the meeting. The meetings will be uploaded into the "Reports and Communications" tab in CAMS. They will also be zipped and uploaded into any future CIG application.

At each meeting, **Betsy Lawson** will ensure the PMT will review the timeline to determine if deadlines are being met. If not, the PMT will determine why they haven't been and what action needs to be taken to get the project back on track. Goal is to ensure that all planning grant activities, as outlined in Section 2(a-f) above, are completed before the CIG application is submitted in March 2018. All pre-contract activities must be completed no later than June 30, 2018. The CIG application's readiness points will be increased if the pre-contract activities are drafted or adopted, as appropriate, and submitted along with the application. The pre-contract activities are outlined in the PMP's Responsibility Chart and Timeline.

6) ID EXPENDITURE REVIEW AND PAYMENT PROCESS:

- a) The County will use the reimbursement basis for its remittance request. **Jason Smith** and **Marty Brookhart** are authorized by the County to prepare, save and submit remittance requests.
- b) Consultant invoices will be approved, initialed, and dated by **Jason Smith**. **Marty Brookhart** will review and code the invoices. **The Fluvanna County Department of Finance** will process invoices for payment.
- c) Remittance requests will be prepared by **Fluvanna County Department of Finance** on an as needed basis but at least quarterly. **Jason Smith** will submit the remittance requests via CAMS. All remittances will include a cover sheet on a form to be provided by DHCD. A copy of the product(s) for which funds are being requested will be uploaded into the "Reports and Communications" tab in a manner prescribed by DHCD.
- d) The **Fluvanna County Department of Finance** will issue payment (checks) for project invoices.

- e) Marty Brookhart will be responsible for ensuring that Jason Smith receives copies of all approved invoices and canceled checks for inclusion in the official grant files.
- f) Marty Brookhart will ensure that the current financial records are uploaded into CAMS within nine (9) months of their approval by the County Board of Supervisors.
- 7) ID CONCERNS AND POTENTIAL PROBLEMS: Identify potential concerns and/or problems and the steps that will be taken to avoid them. DHCD wants projects which can begin as soon as CDBG funding is made available, has no significant obstacles (two or less moderate issues need to be addressed prior to start of the project). What potential obstacles are there and how will they be addressed:
 - a) Additional funds beyond the CIG will be needed. If competitive LIHTC funds are sought, the application would be due at the same time as the CIG application, so funds would not yet be committed. By-right tax credits could be sought in order to be secured by the time of the CIG application, but the lower rate would yield less funding for the project. An approved Site Plan will be required as an attachment for the LIHTC application. The County plans on exploring DHCDs Affordable and Special Needs Housing funding; applications will probably be due in November 2017.
 - b) One or both school buildings may not be feasible. The number of units will be dependent upon the size and placement of windows and the building configuration.
 - c) The County could sell the buildings prior to this project moving forward, although this does not seem likely to the Team.
 - d) Transportation will be an issue with the location of the school buildings, and possibly with other sites. Residents may not have any means of transportation available, and the locations are somewhat remote from services. Some arrangements with JAUNT could be put into place, and some services may be brought to the site by providers.
 - e) Purchasing land suitable for senior housing may be challenging due to availability and/or cost, and the County will not have control of the property at the time of application. Would the County consider exercising an option if need be?

- f) The public may have unrealistic expectations about the project, and may expect services that will not be provided as part of independent living units. Public education will be needed.
- g) The Environmental Assessment may identify issues which impact the project, including lead-based paint, asbestos and archeological artifacts. It is important to start work on the EA as soon as possible so potential red flags can be identified.
- 8) The National Objective for this project will most likely be a limited clientele activity which benefits a specific group of people (rather than all the residents in a particular area), at least 51% of whom are LMI persons. Does the survey information gathered adequately document that information on family size and income so that it is evident that at least 51% of the clientele are persons whose family income does not exceed the LMI limits. Responsibilities Chart and Timeline: You need to show that you are generally aware of all the tasks involved in conducting a successful planning grant. R = Responsibility. This can either be the person who will ensure a task gets done or the person who will actually do it. The name of only one person can be listed. S = Support. The person(s) whose assistance is necessary in order for the task to be completed. PG = Planning Grant. P4P = Pay for Performance. LOC = Local Governing Body. DD = Draw down Request. A/E = Architect or Engineer. ATP = Ability to Pay. ADA = Americans with Disabilities Act. CIG = Community Improvement Grant. Specialist = DHCD Community Development Specialist.

Task	Person Solely Responsible	Person(s) Providing Support	Scheduled Actual Completion Dates		
Procurement of Consultants					
Finalize Project Architect RFQ	B. Lawson	J. Smith E. Boehringer	12/10/2016		
Release Project Architect RFQ	J. Smith		12/12/2016		
Review Project Architect responses	Selection Committee		1/5/2017		
Select Project Architect	Selection Committee		1/9/2017		
Conduct a debarment check	E. Boehringer	B. Lawson	1/10/2017		
Document procurement files for Marketing Consultant & Project Architect	J. Smith	B. Lawson C. Toler	1/20/2017		
County drafts contracts and routes them to DHCD for review and comment	J. Smith	B. Lawson E. Boehringer	1/29/2017		

Task	Person Solely Responsible	Person(s) Providing Support	Scheduled Actual Completion Dates
Execution of Contracts			
Hold FPS	E. Boehringer	J. Smith B. Lawson	1/10/2017
Finalize P4P budget	J. Smith	E. Boehringer	1/29/2017
Finalize & Execute PMP	B. Lawson	PMT E. Boehringer	1/29/2017
Submit P4P and executed PMP via CAMS	J. Smith	E. Boehringer	1/29/2017
Submit Certification of Signatures and Address	J. Smith	E. Boehringer	12/22/2016
Submit additional info to DHCD, if requested	J. Smith	B. Lawson E. Boehringer	If requested
PG Contract routed for executed	E. Boehringer	J. Smith B. Lawson S. Nichols	1/29/2017
Marketing Study contract executed	Steve Nichols	J. Smith C. Toler	2/17/2017
Architect contract executed	Steve Nichols	J. Smith C. Toler	4/21/2017
Upload executed contracts separately into CAMS	J. Smith		4/28/2017
Submit Remittance Request #1	J. Smith	E. Boehringer	5/5/2017
Planning Grant Activities			
Analyst begins collecting data on site	B. Lefenfeld		3/3/2017
Potential red flags are identified	B. Lefenfeld		3/17/2017
Draft Marketing Study completed	B. Lefenfeld		4/7/2017
Draft Marketing Study presented to PMT and DHCD	B. Lefenfeld		4/7/2017
Provide feedback in timely manner	J. Smith	PMT DHCD	4/14/2017
Final Marketing Study completed	B. Lefenfeld		4/28/2017
Work starts on the PAR	R. Funk		4/28/2017
Community Meeting held	J. Smith		5/9/2017
Documentation of community meeting, especially of any input provided by potential rentals, including handouts, minutes & sign-in sheets	B. Lawson		5/12/2017

Task	Person Solely Responsible	Person(s) Providing Support	Scheduled Actual Completion Dates
Draft PAR presented to PMT and DHCD	R. Funk		6/9/2017
Provide feedback in timely manner	J. Smith	PMT DHCD	6/16/2017
Final PAR presented to BOS	B. Funk		7/28/2017
Project Administration			
Submit Monthly Progress Reports, along with the PMT's agendas and minutes to DHCD, via CAMS	B. Lawson	B. Campbell	20 th of each month
Review consultant invoices	J. Smith	M. Brookhart	As needed
Prepare & submit remittances	J. Smith	M. Brookhart	At least quarterly
Submit Final Financial Report and Final DD and closeout PG	Steven Nichols	J. Smith E Boehringer	6/30/2018
CIG Application Preparation			
Attend How-To-Apply Workshop	B. Lawson	J. Smith	12/2017
Submit pre-application	B. Lawson	J. Smith E. Boehringer	12/2017
Public Meetings & Hearings			
 Publish Public Hearing #1 Notice 7 Days Prior To Hearing (doesn't have to be at Board of Supervisors meeting) 	J. Smith	B. Lawson	1/5/2018
o Conduct Public Hearing #1	J. Smith	B. Lawson	1/17/2018
 Document file with outreach documentation, proof of advertisement, sign-in sheet, & hearing minutes for Public Hearing #1. (Minutes need to capture any comments from potential beneficiaries in order to show support.) 	B. Lawson	J. Smith	1/19/2018
 Document file with how meeting was advertised; sign-in sheet and meeting minutes. 	B. Lawson	J. Smith	1/19/2018
 Publish 2nd Public Hearing Notice 7 Days Prior To Hearing & at least 7 days after 1st hearing 	J. Smith	B. Lawson	2/12/2018

Smith Lawson Lawson Smith Smith ctivities	B. Lawson J. Smith J. Smith B. Lawson	2/21/2018 2/23/2018 3/21/2018 3/21/2018 3/28/2018
Lawson Smith Smith	J. Smith	3/21/2018
Smith Smith		3/21/2018
Smith	B. Lawson	
	B. Lawson	3/28/2018
ctivities		
Lawson		10/21/2017
Lawson	J. Smith	11/30/2017
Lawson		10/21/2017
Lawson		3/2/2018
Lawson		3/2/2018
Smith	E. Boehringer	1/17/2018
Smith	B. Lawson E. Boehringer	3/1/2018
Lawson	<u> </u>	3/2/2018
	Lawson Lawson Lawson Smith Lawson	Lawson Lawson Lawson Emith E. Boehringer Smith B. Lawson E. Boehringer

CIG Pre-contract Activities: Required activities are typically done between January and June of 2014. HOWEVER, the more items completed prior to CIG application

Task	Person Solely Responsible	Person(s) Providing Support	Scheduled Actual Completion Dates
submission the more "readiness" points			
Conduct 504 Self-Evaluation: Submit narrative and checklists & submit to DHCD for Review (Appendix #7)	J. Smith	E. Boehringer	1/17/2018
BOS adopts Local (Section) 3 County Business & Employment Plan (Appendix #4) (submit document and resolution with CIG application)	J. Smith	E. Boehringer	2/21/2018
BOS adopts Non-Discrimination Policy (Appendix 6) (submit document and resolution with CIG application)	J. Smith	E. Boehringer	2/21/2018
BOS adopts Anti-Displacement Plan (Appendix #8) (submit document and resolution with CIG application)	J. Smith	E. Boehringer	2/21/2018
BOS adopts 504 Grievance Procedures (Appendix #7) (submit document and resolution to DHCD)	J. Smith	E. Boehringer	2/21/2018
BOS designates 504 Coordinator (if Grantee had a previous CDBG grant and previous designation was for a person who has left, it has to be redone; if it was for a position, just need the adoption date and a copy of resolution) (Appendix #7)	J. Smith	E. Boehringer	2/21/2018 v
Draft Local Section 3 County Business & Employment Ad & submit to DHCD for Review	J. Smith	E. Boehringer	3/1/2018
Draft Minority & Female Owned Businesses Legal Notice & submit to DHCD for Review (Appendix #5)	J. Smith	E. Boehringer	3/1/2018
Draft 504 Non-Discrimination Display Ad & submit to DHCD for Review (Appendix #7)	J. Smith	E. Boehringer	3/1/2018
Draft Program Income Plan & submit to DHCD for review (Appendix #16)	B. Lawson	E. Boehringer	3/1/2018
Draft CIG Program Management Plan & submit to DHCD for review	B. Lawson	E. Boehringer	3/1/2018
Draft A/E consultant amendment & submit to DHCD for review	B. Lawson	E. Boehringer	3/1/2018
Draft contracts with PHA and JABA & submit to DHCD for review	B. Lawson	E. Boehringer	3/1/2018

Task	Person Solely Responsible	Person(s) Providing Support	Scheduled Actual Completion Dates
Submit Signed Fair Housing Certification with CIG application (Appendix #9)	J. Smith	E. Boehringer	3/22//2018
Environmental Review: You MUST start want any points in this category	this prior to CIC	 	l ubmission if you
Determine the Category of your Project	B. Lawson		4/28/2017
Archive Search and Mail Dept. of Historic Resources info (You want to be least here before submitting			
the application)	B. Lawson		6/2/2017
Submit required information to VMRC, DEQ, EPA, VA Tribes, etc	B. Lawson		6/2/2017
Date of Publication for Early Public Notice (only necessary if Engineer determines the project will impact			
wetlands or floodplains)	J. Smith		8/4/2017
Comment Period starts			8/5/2017
Comment Period ends			8/22/2017
Complete ERR			9/1/2016
Date of Publication of Final Notice and Public Explanation	J. Smith	B. Lawson	9/4/2017
Comment Period starts	3. 3.1	D. 2011	9/2/2017
Comment Period ends			9/11/2017
Date of Publication of Combined			771172011
Notice of FONSI/NOI-RROF	J. Smith	B. Lawson	9/12/2017
Comment Period starts			9/13/2017
Comment Period ends			9/27/2017
Prepare RROF-C and email a pdf			, , , , , , , , , , , , , , , , , , , ,
to DHCD (get most readiness			
points if you have this done before			
CIG appl submission)	J. Smith	B. Lawson	9/28/2017
Comment Period Starts			9/29/2017
Comment Period ends			10/13/2017
	1	1	i .

CONTRACT #16-PG-08

GRANTEE: County of Fluvanna, Virginia

PLANNING GRANT AGREEMENT

This AGREEMENT, entered into as of this **day of March, 2017**, by and between the **Virginia Department of Housing and Community Development** hereinafter referred to as "DHCD" and **the County of Fluvanna**, a political subdivision of the Commonwealth of Virginia hereinafter referred to as "GRANTEE."

WITNESSETH

WHEREAS, the Commonwealth of Virginia has been authorized to distribute and administer Community Development Block Grant (CDBG) funds pursuant to the Housing and Community Development Act of 1974, as amended, and

WHEREAS, DHCD has been authorized by the Governor of the Commonwealth of Virginia to distribute and administer CDBG funds in the form of Planning Grants according to the CDBG Program Design, and

WHEREAS, the PROJECT as described in the Planning Grant Application as submitted by the GRANTEE has achieved a sufficiently high ranking through a competitive application selection system to qualify for Planning Grant funding on the basis of the CDBG Program Design,

Now THEREFORE, the above-mentioned parties hereto do mutually agree as follows:

- 1. DHCD agrees to award the GRANTEE a Planning Grant in an amount of the total allowable eligible costs in carrying out the activities included in the scope of work herein described. The initial award is up to three thousand dollars and no cents (\$3,000); additional funding up to a combined maximum total of thirty thousand dollars and no cents (\$30,000) is available on a performance basis (see SPECIAL CONDITIONS).
- 2. DHCD agrees to provide the GRANTEE with technical assistance in setting up and carrying out the administration of its Planning Grant.
- 3. The GRANTEE will commence, carry out and complete the following scope of work (more thoroughly described in the GRANTEE'S Planning Grant Application).

PROJECT TITLE: Fluvanna Affordable Senior Housing Project (referred to in the Planning Grant Application as "Piedmont Housing Alliance Senior Affordable Housing Project")

OUTCOME:

The project will conduct planning activities to assess current senior affordable housing needs within the County of Fluvanna and to develop an implementation plan for curing any deficiencies identified.

ACTIVITIES:

			NON-
	TOTAL	CDBG	CDBG
WORK TASK	BUDGET	BUDGET	BUDGET
Completion of Initial Tasks	\$3,000.00	\$3,000.00	\$0.00
Execution of DHCD Contract	\$500.00	\$500.00	\$0.00
Submit monthly progress reports	\$200.00	\$200.00	\$0.00
Market & Feasibility Study	\$4,400.00	\$4,400.00	\$0.00
PAR, including community meeting	\$18,900.00	\$18,900.00	\$0.00
Project Closeout, including pre-			
contract activities	\$3,000.00	\$3,000.00	\$0.00
TOTAL BUDGET	\$30,000.00	\$30,000.00	\$0.00

- 4. The aforementioned ACTIVITIES shall be carried out, and grant payments made in strict conformance with the CONTRACT DOCUMENTS.
- 5. The GRANTEE will initiate work on the ACTIVITIES required by the CONTRACT DOCUMENTS beginning on **March**, 2017 unless Planning Grant special condition(s) require additional action on specified ACTIVITIES before proceeding with that activity(s). In such instances the GRANTEE will initiate action to remove the SPECIAL CONDITION(S) beginning with the execution of this agreement.
- 6. The GRANTEE shall complete the work as described in the CONTRACT DOCUMENTS on or before June 30, 2018. If the ACTIVITIES are not completed by that date all CDBG funding and this AGREEMENT shall be terminated and the Grantee shall return all unexpended funds, unless an amendment to the CONTRACT DOCUMENTS provide otherwise.
- 7. The GRANTEE shall complete the work as described in the CONTRACT DOCUMENTS by the dates identified in the SPECIAL CONDITIONS. If the ACTIVITIES are not completed by that date, all Planning Grant funding and this AGREEMENT may be terminated and the GRANTEE shall return all unexpended funds, unless an amendment to the CONTRACT DOCUMENTS provide otherwise.
- 8. The term CONTRACT DOCUMENTS means the following documents which are part of this Agreement, and are incorporated by reference herein as if set out in full:
 - A. GRANTEE'S PLANNING GRANT APPLICATION (including revisions);
 - B. PLANNING GRANT AGREEMENT;
 - C. SPECIAL CONDITIONS:
 - D. GENERAL CONDITIONS;
 - E. ASSURANCES;
 - F. AMENDMENTS (none as of the date this Agreement was signed);
 - G. FACILITATED PLANNING SESSION (including the Project Management Plan); and
 - H. CDBG PROGRAM DESIGN.

In witness whereof, the parties hereto have executed or caused to be executed by their duly authorized official this AGREEMENT in duplicate, each copy of which will be deemed an original.

COMMONWEALTH OF VIRGINIA,

DEPARTMENT OF HOUSING A.	ND COMMUNITY DEVELOPMENT
BY:	DATE:
Lisa A. Atkinson, Deputy D	
City of Richmond, Commonwealth of Virginia	
•	rsonally appeared before me and made oath that she is <u>Deputy</u> busing and <u>Community Development</u> and that she is duly document.
My commission expires:	·
Given under my hand thisd	ay of, <u>20</u>
Notary Public	Registration Number
COUNTY OF FLUVANNA, VIRO GRANTEE	GINIA
BY: Steven M. Nichols, County	DATE:
City/County/Town of Commonwealth of Virginia	,
-	personally appeared before me and made oath that he is the atty of Fluvanna, Virginia and that he is duly authorized to
My commission expires:	
Given under my hand thisd	
Notary Public	Registration Number

SPECIAL CONDITIONS

- 1. DHCD will release up to \$3,000 (based on a negotiated performance budget) to the GRANTEE upon the successful completion of the identified Initial Activities and a Facilitated Planning Session (FPS) and the submission of an acceptable Project Management Plan and project budget within seven (7) days after the FPS. Subsequent payments will be released based solely on completion and delivery of agreed-upon ACTIVITIES. Note that PLANNING GRANT funds may NOT be used to fund the development of a CDBG application.
- 2. If it is determined to be in the Grantee's best interests, it will prepare and submit a 2018 CDBG application by the deadline published in the 2018 CDBG Program Design. If the GRANTEE is successful in receiving a CDBG award, the GRANTEE will ensure that the appropriate staff attends all mandatory DHCD training between CDBG contract award and CDBG contract execution.
- 3. The following Pre-contract requirements necessary for a CDBG project shall be *completed* by **June 30, 2018**:
 - A. Draft of the Environmental Review and Request for Release of Funds, including all applicable publications;
 - B. Adoption of a Section 3 business and employment plan;
 - C. Adoption of a local nondiscrimination policy;
 - D. Draft of a display advertisement soliciting the participation of local (Section 3) businesses and employees; and draft of a legal notice soliciting the participation of minority- and female-owned businesses;
 - E. Completion of a Self-Evaluation Site Accessibility checklist; adoption of a "504 Self-Assessment and Policy Plan"; and draft of a display advertisement of HUD Handicapped Regulations;
 - F. Adoption of a local anti-displacement plan;
 - G. Certification of intent to take a yearly action to affirmatively further fair housing;
 - H. Documentation of the minutes and sign-in sheets of the two required public hearings;
 - I. Draft of a display advertisement and the Request for Proposals of the procurement of an engineer, rehab specialist, or grant manager, as applicable;
 - J. Completion of a *draft* program design, as applicable; and
 - K. Completion of utility user agreements, as applicable. The assigned Community Development Specialist **must** be consulted as you move forward with completion of these items.
- 4. Ten percent (10%) of the total grant shall not be reimbursed unless and until **all** activities, including the CDBG application submission and the completion of the CDBG pre-contract requirements, have been completed and satisfactorily reviewed by the deadlines outlined above, *regardless of whether the CDBG application is funded*. Please note that this 10% is NOT meant to pay for these activities. Rather, it is contract retainage. Neither PLANNING GRANT nor CDBG funds pay for development and submission of a CDBG application. Reasonable expenses involved in the completion of pre-contract requirements may be

- reimbursed out of a CDBG project (if the applicant is successful), and with a formally executed approval of those prior-authorized expenses
- 5. There are no leverage funds committed to this project by the GRANTEE.
- 6. No PLANNING GRANT funds shall be obligated until a revised PROJECT BUDGET is received and approved, if applicable.
- 7. Remittances against this contract will be accepted and processed **only** on a pay-for-performance basis. The benchmarks to be used in determining eligibility for payment will be negotiated between the GRANTEE and the assigned Community Development Specialist. The benchmarks, compensation, and their schedule shall be considered as an ATTACHMENT to this CONTRACT. All remittance requests must be submitted via CAMS and shall be accompanied at least by a cover memorandum and copies of relevant invoices and checks. The GRANTEE must include a comparable compensation process for making payments to contractual service providers, and that process with benchmarks and a compensation schedule must be included in contracts with service providers.
- 8. All grant-related work shall occur using a management team concept and representing all stakeholders, including but not limited to neighborhood residents (sparkplugs), the engineer and/or architect, grant manager, project manager, the Chief Executive, the Director of Public Works, and the local Planner, as appropriate.
- 9. It must be documented that project area stakeholders are involved in all planning activities and phases of project development.
- 10. The Project Management Team shall meet regularly (at least monthly) to properly monitor the Project's progress. The Team will review its Project Management Plan to determine if the project is being implemented according to the projected plan. The plan will be updated promptly in recognition of a deviation from projections and DHCD will be notified.
- 11. DHCD reserves the right to request and receive additional documentation pertaining to obligating CDBG funds prior to approving remittance requests.
- 12. Monthly progress reports must be submitted to DHCD by the 20th of each month on a form to be provided by DHCD. These reports must document funds expended and obligated to date and the actions taken on key benchmarks that support the successful completion of the project.
- 13. The GRANTEE must maintain an effective filing system at the GRANTEE'S office. The criteria for an effective filing system require the files be coded, complete, accurate, organized, easy to use, timely, accessible and secure.
- 14. DHCD reserves the right to end funding at any point beyond the initial investment outlined in number 1 above. DHCD may exercise this right at any time beyond the initial investment should the project prove not to be viable and to be a poor investment of CDBG resources.

- 15. As the Centralized Application and Management System (CAMS) is implemented, at a minimum, the following must be observed:
 - A. The original executed GRANT AGREEMENT, Certification of Signatures and Address and Project Management Plan must be mailed to DHCD. Copies must also be uploaded into "Reports and Communication" in CAMS as a contract document.
 - B. All ACTIVITIES required by this contract must be uploaded into "Reports and Communication" in CAMS.
 - C. All draw down requests must be submitted through "Remittance" in CAMS.
 - D. If ACTIVITIES are submitted at the same time as a draw down request, the explanation text box at the bottom of the Remittances screen must note this fact.
 - E. The following pre-contract activity documents must be uploaded into "Reports and Communication" in CAMS: draft program designs and other required plans, Fair Housing Certification, draft NOI-FONSI advertisement, and draft Request for Release of Funds and Certification.
 - F. The original executed Final Financial Report must be mailed to DHCD. A copy must also be uploaded into "Reports and Communication" in CAMS as a contract document.
 - G. All annual financial audit reports as required by this contract shall be submitted through CAMS.

GENERAL CONDITIONS

- 1. **DEFINITIONS** Whenever used in the CONTRACT DOCUMENTS the following terms when written in all capital letters shall have the meanings indicated and shall be applicable to both the singular and plural thereof:
 - A. **ACTIVITY** A Project ACTIVITY constitutes a specific portion of the project, and as such is covered by its own budget account.
 - B. **AMENDMENT** A formal addition or modification to the CONTRACT DOCUMENTS which has been approved by both parties, and which affects the scope, objectives or completion date of the PROJECT, or which affects the manner in which the PROJECT is to be carried out. AMENDMENTS are to be submitted and approved as indicated in item 12 of these GENERAL CONDITIONS.
 - C. **APPLICANT** The entity which made the application for PLANNING GRANT funding and accepted responsibility for assuring compliance and performance of all conditions.
 - D. **ASSURANCES** The Assurances which are attached to this document.
 - E. **PLANNING GRANT** The funds, the project and activities to be funded, and all conditions, laws and regulations affecting administration of funds currently in effect or as subsequently amended, and provided by DHCD to GRANTEES from Community Development Block Grant (CDBG) funds allocated by the U.S. Department of Housing and Urban Development.
 - F **CONTRACT DOCUMENTS** The legal agreement between DHCD and the GRANTEE including the Agreement, and all documents referenced in paragraph 8 thereof.
 - G. **GRANTEE** The entity which is the recipient of PLANNING GRANT funds and as such must comply with CONTRACT Documents.
 - H. **PROJECT** The physical activities undertaken to meet the overall stated outcome for which PLANNING GRANT funding is utilized.
 - I. **WRITTEN NOTICE** Any notice from one party to the AGREEMENT to the other signed by an authorized official which transmits binding statements of fact or condition and shall be considered transmitted when delivered in person, uploaded into CAMS or through the United States mail.
 - J. **MANUAL** The Grant Management Manual, which contains the required procedures and best practices for the management of a CDBG project.
- 2. **ADMINISTRATIVE PROCEDURES** The GRANTEE shall deliver all contracted ACTIVITIES and administer all grant funds and activities in conformance with the general

terms and special conditions set forth where required in DHCD's MANUAL and any WRITTEN NOTICES from DHCD.

3. **ACCOUNTING RECORDS** - The GRANTEE shall establish and maintain separate accounts within its existing accounting system or set up accounts independently which are in conformity with the requirements of 24 CFR Part 85, the MANUAL requirements, and any written instructions from DHCD. The GRANTEE shall record in its accounting system all Grant payments received by it pursuant to this Grant and all other funds provided for, accruing to, or otherwise received on account of the Grant.

All costs, including paid services contributed by the GRANTEE or others, charged to the Grant shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the PLANNING GRANT shall be clearly identified, readily accessible, and separate and distinct from all other such documents. Such documents shall reside at the offices of the GRANTEE.

- 4. **COSTS INCURRED PRIOR TO GRANT AGREEMENT EXECUTION** No costs incurred prior to the execution of the AGREEMENT shall be eligible for reimbursement with Grant funds, unless such incurred costs are authorized in writing by DHCD.
- 5. **GRANT BUDGET** The GRANTEE shall carry out activities and incur costs only in conformance with the latest approved budget for the PLANNING GRANT and subject to the provisions of these CONTRACT DOCUMENTS. The budget may be revised through Administrative Procedures detailed in the MANUAL, but not such budget or revision shall be effective unless and until the Department shall have approved the same in writing or as indicated in item 12 of these General Conditions.
- 6. **RECORDS** The GRANTEE shall maintain accurate, complete and orderly documentation of CDBG-funded activities, including, general program files, legal files, financial records, project/case files with respect to specific individual beneficiaries, property owners and/or properties, and all other records pertinent to this AGREEMENT during the period of this AGREEMENT and for a period of not less than five (5) years after the fiscal year of the AGREEMENT or three (3) years after the conditional closeout of the grant, whichever is longer.

The Public Body, DHCD, the U.S. Department of Housing and Urban Development, the U.S. Department of Labor, the Inspector General, and the General Accounting Office, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the GRANTEE which are directly pertinent to this AGREEMENT for the purpose of making audit, examination, excerpts, and transcriptions.

7. **REPORTS** - The GRANTEE shall furnish, regularly and in such form as DHCD may require, reports concerning the status of project activities and grant funds.

All reports shall be completed in full and submitted at the time prescribed by DHCD. Reports shall contain accurate information and shall detail any problems, delays or adverse conditions experienced.

- 8. **QUALITY CONTROL** The GRANTEE accepts the responsibility to assure that all grant funded activities shall be implemented with the highest possible degree of competence, workmanship, quality and cost effectiveness. To this end the GRANTEE shall provide a system of quality control to include all aspects of grant administration and project implementation.
- 9. **COMMUNICATIONS** WRITTEN NOTICES shall constitute the only means of binding statements of fact or condition between the parties of this agreement. All required reports and requests to be issued by the GRANTEE must be made by way of a WRITTEN NOTICE unless other means are specified in the CONTRACT DOCUMENTS. Please note that project-specific technical assistance provided via email does NOT have the weight of official WRITTEN NOTICE. Rather, it is comparable to oral technical assistance discussions. All directives, findings and other formal issuance by DHCD must be transmitted through a WRITTEN NOTICE unless otherwise specified in the CONTRACT DOCUMENTS.

WRITTEN NOTICES shall be signed by and addressed to the appropriate authorized official and shall be considered transmitted when delivered in person, uploaded into CAMS or through the United States mail.

The GRANTEE shall act upon and respond to WRITTEN NOTICES promptly as directed.

- 10. **EXCESS GRANTS FUNDS** At the completion of all Grant activities DHCD shall have the right to recapture any excess grant funds, provided that the GRANTEE has not had DHCD approval on any amendments or reprogramming of the funds.
- 11. **METHOD OF PAYMENT** DHCD agrees to pay to the Grantee the amounts specified in paragraph 1 of the Agreement, which shall constitute full and complete funding for the GRANTEE'S work and activities set forth in the application. Remittances against this contract will be accepted and processed **only** on a pay-for-performance basis. The benchmarks to be used in determining eligibility for payment will be negotiated between the GRANTEE and the assigned Community Development Specialist. The benchmarks, compensation, and their schedule shall be considered as an ATTACHMENT to this CONTRACT. All remittance requests must be submitted in the manner proscribed by DHCD, including a cover memorandum and copies of relevant invoices and checks.
- 12. **BUDGET REVISIONS/AMENDMENTS** The GRANTEE shall not obligate, encumber, spend or otherwise utilize PLANNING GRANT funds for any activity or purpose not included or not in conformance with the budget as apportioned and as submitted to DHCD unless:
 - A. The GRANTEE has received explicit approval by WRITTEN NOTICE from DHCD via CAMS to undertake such actions; or

- B. The activity or purpose is consistent with the objectives and scope of the approved PROJECT and does not entail a budget change between ACTIVITIES or between line items within ACTIVITIES exceeding 5% of the total Grant amount cumulatively, including all previous budget changes.
- 13. **CHANGE ORDERS** DHCD must approve all change orders on contracts. Any change order, regardless of cost or funding source, which results in a change of project scope will be a disallowed cost.

14. TERMINATION, SUSPENSION, CONDITIONS -

A. For cause - If through any cause, the GRANTEE or DHCD fails to comply with the terms, conditions or requirements of the CONTRACT DOCUMENTS the other party may terminate or suspend this AGREEMENT by giving WRITTEN NOTICE of the same and specifying the effective date of termination or suspension at least five (5) days prior to such action.

If, after the effective date of any suspension of this AGREEMENT, it is mutually agreeable to DHCD and the GRANTEE upon remedy of any contract violation by the GRANTEE or DHCD, the suspension may be lifted and the agreement shall be in full force and effect at a specified date after the parties have exchanged WRITTEN NOTICES stating a mutual understanding that the cause for suspension has been identified, agreed to and remedied.

In the case of contract violations by the GRANTEE, DHCD may impose conditions other than termination or suspension which are appropriate to ensure proper grant and project administration and adherence to the terms of the CONTRACT DOCUMENTS. Such conditions must be imposed through WRITTEN NOTICE.

B. For convenience - DHCD may terminate this AGREEMENT for convenience in the event that DHCD is no longer authorized as an agency to administer the CDBG program or if the federal funds allocated are no longer available.

The GRANTEE may terminate this AGREEMENT for convenience at any time provided that all of the following conditions are met:

- (1) The GRANTEE gives DHCD ten (10) days WRITTEN NOTICE; and
- (2) The activities which have been initiated either have been completed and may be utilized in their stage of completion in a manner consistent with the objectives in the GRANTEE'S Planning Grant Application, or will be completed by the GRANTEE through its own or other resources; and
- (3) The GRANTEE had honored or will honor all contractual obligations to third parties affected by the PROJECT; and

(4) DHCD agrees to the termination.

A GRANTEE'S valid termination for convenience in accordance with these CONTRACT DOCUMENTS shall not affect nor prejudice the GRANTEE'S future relationship with DHCD nor its future consideration as a CDBG recipient.

15. **SUBSEQUENT CONTRACTS** - The GRANTEE shall remain fully obligated under the provisions of the CONTRACT DOCUMENTS notwithstanding its designation of any subsequent or third parties for the undertaking of all or part of the activities for which the grant assistance is being provided to the GRANTEE.

Any GRANTEE or CONTRACTOR or SUBCONTRACTOR which is not the APPLICANT shall comply with all the lawful requirements of the APPLICANT necessary to insure that the PROJECT for which this assistance is being provided under this AGREEMENT is carried out in accordance with the APPLICANT's Assurances and Certifications.

16. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services contributed by the DHCD or the GRANTEE, under this AGREEMENT, shall be used in the performance of this AGREEMENT for any partisan political activity, or to further the election or defeat of any candidate for public office.

17. INTEREST OF MEMBER OF AGENCY AND OTHERS

No officer, member, or employee of the GRANTEE and no member of its governing body, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this AGREEMENT which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this AGREEMENT or the proceeds thereof.

18. OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress of the United States of America and no Resident Commissioner shall be admitted to any share or part hereof or to any benefit to arise herefrom.

19. CERTIFICATIONS

The GRANTEE certifies that it will comply with the following: a) Freedom of Information Act; b) Virginia Conflict of Interest Act; c) Virginia Fair Employment Contracting Act; and d) Virginia Public Procurement Act.

20. BENEFICIARIES

There are no third party beneficiaries of this contract. The provisions contained in these CONTRACT DOCUMENTS represent the entire agreement between DHCD and the GRANTEE. The provisions are designed to assist in meeting the community needs of the GRANTEE identified in the GRANTEE'S Planning Grant Application, but are not designed to accrue to the specific benefit of any individual person or entity residing or located in the GRANTEE'S community or elsewhere. Consequently, the terms of these CONTRACT DOCUMENTS may be enforced by DHCD or the GRANTEE exclusively and not by any individual person or entity residing or located in the GRANTEE'S community or elsewhere as a third-party beneficiary of this contract.

21. AUDITS

All GRANTEES that receive funding during a specific program year are required to submit one of the following financial documents: Financial Statement**, Reviewed Financial Statement prepared by an independent Certified Public Accountant (CPA), Audited Financial Statement prepared by an independent CPA or an audit required by the Code of Federal Regulations (CFR), (2 CFR 200 Subpart F), audited by an independent CPA. Please see the table below to determine which document your organization is required to submit.

The threshold requirements outlined below are the *minimal* standards required by DHCD. We strongly encourage all organizations receiving funds from DHCD to undertake the highest level of financial management review to ensure practices and procedures are fully examined and evaluated.

Threshold Requirement	Document
Total annual expenditures ≤\$100,000	Financial Statement prepared by
(Regardless of source)	organizations**
Total annual expenditure between	Reviewed Financial Statement prepared by
\$100,001 and \$300,000 (Regardless of	an Independent Certified Public Accountant
source)	(CPA)
Total annual expenditures > \$300,000	Audited Financial Statement prepared by an
(Regardless of source)	Independent CPA
Federal expenditures ≥\$750,000	2 CFR 200 Subpart FAudited by an
	Independent CPA

^{**}Does not require preparation by a CPA

Required financial statements must be submitted yearly, within nine (9) months after the end of your fiscal year or 30 (thirty) days after it has been accepted (reviewed financial statement(s), audited financial statements, and 2 CFR 200 Subpart F audit only) - whichever comes first.

Entities must electronically submit their financial statement(s), reviewed financial statements, audited financial statements, or 2 CFR 200 Subpart F audit in DHCD's Centralized

Application and Management System (CAMS) which requires the organization to register in CAMS at https://dmz1.dhcd.virginia.gov/camsportal/Login.aspx.Entities are required to have a DHCD reviewed and approved current audit or reviewed financial statement(s) in order to submit a remittance request.

Additional reporting requirement (for local governments and non-profits organizations)

In accordance with the Code of Federal Regulations; Title 2 CFR Part 200 Subpart F, non-Federal entities that expend \$750,000 or more in federal awards within the entity's fiscal year are required to complete a "Data Collection Form for Reporting on Audits of States, Local Governments, and Non-Profit Organizations" (see Appendix A for sample form), upload your audit to CAMS and submit a copy of your Audited Financial Statement to the Federal Audit Clearinghouse at

https://harvester.census.gov/facweb/files/2013%20Form%20SF-SAC.pdf.

The full DHCD Audit Policy, including an explanation of the specific document requirements, can be found online at:

http://www.dhcd.virginia.gov/images/DHCD/DHCD_Audit_Policy.pdf.

ASSURANCES

The Grantee hereby assures and certifies that:

- 1. It possesses legal authority to execute the project.
- 2. Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the filing of the Planning Grant Application including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the grantee to act in connection with the Planning Grant Application and to provide such additional information as may be required.
- 3. Its chief executive officer or other officer of grantee approved by the Virginia Department of Housing and Community Development:
 - A. Consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law, as specified at 24 CFR 58.5(a) through (h) which further the purposes of NEPA insofar as the provisions of such Federal law apply to this Grant;
 - B. Is authorized and consents on behalf of the grantee and himself to accept the jurisdiction of the Federal and Commonwealth of Virginia courts for the purpose of enforcement of his responsibilities as such an official.
- 4.. It will comply with the regulations, policies, guidelines and requirements of the Code of Federal Regulations (CFR) 2 CFR 200, as amended or replaced from time to time, as they relate to the PROJECT, acceptance, and use of Federal funds under this Grant; and, as applicable, all State laws and administrative requirements which may supersede them (by virtue of being more stringent).
- 5. It will comply with:
 - A. Executive Order 11063 on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance.
 - B. Section 906 of Public Law 100-625 (Cranston-Gonzalez National Affordable Housing Act) which prohibits discrimination on the basis of religion or religious affiliation. No person shall be excluded from participation in, denied the benefit of, or be subjected to discrimination under any program or activity funded in whole or in part with CDBG funds on the basis of his or her religion or religious affiliation.
 - C. Executive Order 11246, as amended (Contracts/subcontracts above \$10,000)

During the performance of this contract, the GRANTEE agrees as follows:

- (1) The GRANTEE will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The GRANTEE will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The GRANTEE agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The GRANTEE will, in all solicitations or advertisements for employees placed by or on behalf of the GRANTEE, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The GRANTEE will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers 'representatives of the GRANTEE's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The GRANTEE will comply with all provisions of Executive Order 11246, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The GRANTEE will furnish all information and reports required by Executive Order 11246, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the GRANTEE's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the GRANTEE may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The GRANTEE will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246, as amended, so that such provisions will be binding upon each subcontractor or vendor. The GRANTEE will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a GRANTEE becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the GRANTEE may request the United States to enter into such litigation to protect the interests of the United States.

B. Subcontracts

Each contractor or subcontractor shall include the equal opportunity clause in each of its subcontracts.

- 6. All parties to this contract hereby agree to comply with the provisions of Title VI of the *Civil Rights Act of 1964* (Public Law 88-352) which provides: that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance of any dollar amount no minimum threshold.
- 7. All parties to this contract hereby agree to comply with the provisions of Section 109 of the *Housing and Community Development Act or 1974*, as amended which provides: No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in section 504 of the *Rehabilitation Act of 1973* shall also apply to any such program or activity of any dollar amount no minimum threshold.
- 8. It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- 9. It will comply with the provisions of the Hatch Act which limits the political activity of employees.
- 10. It will require buildings or facilities designed with funds provided under this Grant to comply with the "American Standard Specifications for Making Buildings and Facilities

Accessible to, and Usable by, the Physically Handicapped," Number A-117.1-R 1980, in accordance with the Virginia Uniform Statewide Building Code. The Grantee will be responsible for conducting inspections to insure compliance with these specifications by the contractor.

- 11. It will comply with Section 3 of the *Housing and Urban Development Act of 1968*, as amended, requiring that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project area and <u>contracts</u> for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.
- 12. It will comply with the provisions of Executive Order 11988, relating to evaluation of flood hazards and Executive Order 12088 relating to the prevention, control, and abatement of water pollution.
- 13. It will comply with Section 104 (1) of the *Housing and Community Development Act of 1974*, as amended, in that: it has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations <u>and</u> a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is subject of such nonviolent civil rights demonstration within its jurisdiction.

	Date:
Steven M. Nichols, County Administrator	

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB YZ

MEETING DATE:	March 15, 2017						
AGENDA TITLE:	Termination of Agreement for Services with CityScape Consultants, Inc						
MOTION(s):	I move the Board of Supervisors approve the termination of the Agreement for Services between CityScape Consultants, Inc. and the County of Fluvanna dated September 8, 2010 by letter of termination directed to CityScape Consultants, Inc. with such termination being effective sixty (60) days therefrom as required under the Contract and authorize the County Administrator to sign the termination letter subject to approval as to form by the County Attorney.						
STRATEGIC INITIATIVE?	Yes	No		If yes, list initiativ	/e(s):		
AGENDA CATEGORY:	Public Hearing	X g Action	Matter	Presentation		ent Agenda XX	Other
STAFF CONTACT(S):	Cyndi Toler, P	urchasing (Officer				
PRESENTER(S):	Cyndi Toler, P	ırchasing (Officer				
RECOMMENDATION:	Approve						
TIMING:	routine						
DISCUSSION:	 The current contract with CityScape Consultants was signed in September 2010 for an initial 5 year term. This contract then automatically renewed in September 2015 for an additional 5 year term. The contract includes services for both Third Party Expert Application Reviews, such as Special Use Permits and Administrative Tower Reviews, as well as lease management on all County owned Towers. Currently, we are still obligated to pay CityScape the Lease Management fees on one tower lease until May 2017. They receive 25% of our lease payment of \$2,086.63 per month. Due to the County's changing needs, a new request for proposals will be issued in order to ensure the county is receiving the best service for Third Party Application Reviews and is in the best position possible to maximize the 						
FISCAL IMPACT:	potential revenues made for the County's new towers. \$1,043.35 to be paid to CityScape for payments due as contracted.						
POLICY IMPACT:							
LEGISLATIVE HISTORY:							
ENCLOSURES:	None						
REVIEWS COMPLETED:	Legal X		ance X	Purchasing X		HR	Other

FLUVANNA COUNTY BOARD OF SUPERVISORS MEETING PACKAGE ATTACHMENTS

March 15, 2017

No.	Item
1	FY17 Capital Reserve Memo 2017-03-15
2	FY17 Contingency Balance 2017-03-15
3	VDOT - Fluvanna Projects March 2017
4	
5	
6	
7	
8	
9	
10	

MEMORANDUM

Date: March 15, 2017

From: Marty Brookhart – Management Analyst

To: Board of Supervisors

Subject: FY17 Capital Reserve Balances

The FY17 Capital Reserve account balances are as follows:

County Capital Reserve:

FY16 Carryover	\$14,370
FY17 Beginning Budget:	\$200,000
Plus: FY15 & FY16 Projects Completed Under Budget	\$50,323
Less: Palmyra Rescue Building CIP - 09.07.16	-\$50,000
Plus: FY17 2 nd Quarter Completed Projects	\$7
Less: Courts Building Water Heater Repairs- 03.01.17	-\$12,725
Available:	\$201,975

Schools Capital Reserve:

FY16 Carryover	\$193,243
FY17 Beginning Budget:	\$100,000
Plus: FY15 & FY16 Projects Completed Under Budget	\$48,168
Less: FCHS Equipment Shed Replacement - 08.03.16	-\$5,400
Less: FCPS Floor Scrubber Replacement - 08.03.16	-\$11,300
Less: Central Elementary Kitchen Doors Replacement - 11.16.16	-\$4,922
Plus: FY17 2 nd Quarter Completed Projects	\$69
Less: FCHS Automated Doors – 02.01.17	-\$29,335
Less: Carysbrook Elementary Roof Repairs – 02.01.17	-\$6,500
Available:	\$284,023

MEMORANDUM

Date: March 15, 2017

From: Marty Brookhart – Management Analyst

To: Board of Supervisors

Subject: FY17 BOS Contingency Balance

The FY17 BOS Contingency line balance is as follows:

Beginning Budget:	\$150,000.00
Less: Staff Pay Plan Supplement 09.21.16	-\$13,740.00
Less: County Administrator Salary Increase 09.21.16	-\$3,526.10
Plus: FY17 1st Quarter Voluntary Contributions to General Fund	\$10.00
Less: Palmyra Rescue Building Legal, Title, & Survey Fees 10.05.16	-\$850.00
Less: Economic Development – Tourism Road Signs 11.16.16	-\$1,100.00
Available:	\$130,793.90



Culpeper District Louisa Residency

Fluvanna County Monthly Report: March 2017

Fluvanna Mileage, Structures

PRIMARY MILES	SECONDARY MILES	STRUCTURES	TOTAL MILES
102.34	598.62	75	700.96



Link to SmartScale Draft Funding Scenario-2018

Link to SmartScale Scorecard - Culpeper Projects

Projects In Development: Preliminary Engineering

PROJECT	LAST MILESTONE	NEXT MILESTONE	AD DATE
Route 680 – Rural Rustic (UPC:107558)	Authorize PE	Awaiting Resolution	NOV 2017
Route 629 Deep Creek Road– Bridge Replacement (UPC:104848)	1	Project Scoping	DEC 2018
Route 53 Safety improvements at Route 618 (UPC:96938)	Scoping	Preliminary Field Inspection	NOV 2019
Route 600 North Boston Road (UPC:90431)	Authorize PE	Meeting scheduled with County to constrain scope	TBD
Route 633 North Boston Road – Reconstruction (UPC:90430)		Authorize PE	TBD
Route 53 Safety Improvements HSIP Project Rumble Strips (UPC:106955)		Authorize PE	2020
Deck Repair and Roadside Drainage Improvements (UPC: 109133)		Pre-Scoping	2018

Projects Under Construction

Road Projects:

PROJECT	LAST MILESTONE	NEXT MILESTONE	STATUS
Route 1102 – Rural Rustic	Authorize CN	Construction (State	Construction
Columbia District (UPC:107315)	Authorize Civ	Forces)	planned
Route 1101 – Rural Rustic	Authorize CN	Construction (State	Construction
Columbia District (UPC:109165)	Authorize CN	Forces)	planned
Route 1103 – Rural Rustic	Authorize CN	Construction (State	Construction
Columbia District (UPC:109167)	Authorize CN	Forces)	planned
Route 1106 – Rural Rustic	Authorize CN	Construction (State	Construction
Columbia District (UPC:109169)	Authorize CN	Forces)	planned
Route 1108 – Rural Rustic	Authorize CN	Construction (State	Construction
Columbia District (UPC:109185)	Authorize CN	Forces)	planned

Road Projects

• **Route 15/53 (NFO)0015-032-752,C501 (UPC 98213)** – Contractor to continue with Phase 1 & 2 Construction which includes not limited to the installation of storm drainage, sewer, stone base, concrete curb, underdrain, asphalt and pavement markings.

<u>Scope</u>: Construct a rural single lane Roundabout <u>Estimated Contract Completion Date</u>: August 2017

• On-Call Pipe Replacements PR07-967-255, N501 (UPC 106020) – Various locations. Term 1 contract has been completed;

Scope: Pipe Replacements

<u>Estimated contract completion date:</u> December 2016 (Contract is in Term 2) (Currently Inactive)

• District Wide Guardrail Repair and/or Replacement GR07-967-269, N501 (UPC 106849) – Term 1 contract has been completed

Scope: Guardrail Repair/Replacement

Estimated contract completion date: June 2017 (Contract is in Term 2)

- **District Wide ADA Compliance** (NFO)ADA7-967-317,N501 (UPC 108027) Scope: ADA Compliance Sidewalk Rehab Estimated contract completion date: December 2017 (Contract is in Term 1) (Currently Inactive)
- On-Call District Wide Pavement Marking TS07-967-325, N501 (UPC 108282)
 Scope: On-Call Pavement Marking
 Estimated contract completion date: October 31, 2017

Bridge Projects

• **District Wide Bridge Deck Cleaning and Washing** (NFO) BRDG-967-241,N501 (UPC 105980)

Scope: Bridge Washing

<u>Estimated Contract Completion Date:</u> August 2017 (Renewed for Term 3) *(Currently Inactive)*

• **District Wide Bridge Maintenance** (NFO)BRDG-967-240, N501 (UPC 105979)

Scope: Bridge Maintenance

Estimated contract completion Date: June 2017 (renewed Term 2)

(Currently Inactive)

Resurfacing Projects

• **Plant Mix Schedule/Surface Treatment Schedule:** VDOT will provide a list of 2017 routes per Supervisor District.

Traffic Engineering

Studies Under Review:

- Route 652 Academy Road, Traffic Safety Study (065-0652-2016069-011)
- Route 600, Rivers Ridge Dr, Riverside Gate, Traffic Safety Study (Meeting scheduled with County, Supervisor O'Brien)

Completed Studies

• Route 617 (Little Creek Rd, Solar Farm entrance study), Traffic Safety Study (065-0617-12282016-011), Speed Limit 55-MPH, RE: Coronal Development Solar Panel Farm on Rte. 617.

Safety Improvements:

- Route 600, Slice Road, Crosswalk, Luminaires (Coordination with LMVFD)
- Village of Palmyra Traffic Circle (County planning community meeting for input, Board review and approval)

Maintenance Activities

VDOT crews in Palmyra and Zion Crossroads Area Headquarters have responded to **350** Work Orders in FY17. Crews completed the following activities during the past month.

- Pipe replacement on 3 routes
- Shoulder repair on 2 routes
- Tree & debris removal on 8 routes
- Drainage issues was worked on county wide
- Machining and Patching work on 9 routes

BOS Manual:

http://www.virginiadot.org/business/resources/local assistance/BOSManual 2017.pdf

Alan Saunders, P.E. Resident Engineer VDOT Louisa Residency 540-967-3710

