



FLUVANNA COUNTY BOARD OF SUPERVISORS

MEETING AGENDA

Circuit Courtroom, Fluvanna Courts Building

Work Session – 4:00pm

Regular Meeting - May 17, 2017 - 7:00 pm

TAB AGENDA ITEMS

A – CALL TO ORDER

B – PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

C -- WORK SESSION

- Zion Crossroads Water/Sewer System Design
- ZXR Financing/Funding Review
- Public Utility Policies and County Code Changes
- Sign Ordinance, EDA Initiatives, and EDA Microloan Funding

D – CLOSED MEETING AND DINNER RECESS

TBD

RECESS – DINNER BREAK

RECONVENE @ 7:00pm

TAB AGENDA ITEMS

1 – CALL TO ORDER

2 – PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

3 – ADOPTION OF AGENDA

4 – COUNTY ADMINISTRATOR'S REPORT

5 – PUBLIC COMMENTS #1 (5 minutes each)

6 – PUBLIC HEARING

- G VDOT Secondary Six Year Plan—Alan Saunders, VDOT Resident Engineer, Louisa Residency
- H ZTA 17:03 – Fluvanna County Zoning Ordinance—Brad Robinson, Senior Planner

7 – ACTION MATTERS

- I FY17 Supplemental Budget Appropriation for CSA Purchase of Services—Mary Anna Twisdale, CSA Coordinator
- J FY17 CIP Fiber Network Project Supplemental Appropriations – Eric Dahl, DCA/Finance Director, and Chuck Winkler, FCPS Superintendent
- K County Self-Provisioned Fiber Project Contract—Cyndi Toler, Purchasing Officer
- L Emergency Ordinance Revision - Central Absentee Precinct Location – Steve Nichols, County Administrator
- M Advertisement of the Proposed Fluvanna County Code Amendments and Reenactments Relating to Utilities License Tax – Steve Nichols, County Administrator

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

Mc Real Estate Contracts of Sale – Steve Nichols, County Administrator

N Zion Crossroads Water & Sewer System Task Order #10 - Cyndi Toler, Purchasing Officer

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

O VDOT Quarterly Report—Alan Saunders, VDOT Resident Engineer, Louisa Residency

P 2016 Development Activity Report—James Newman, Planner

9 – CONSENT AGENDA

Q Minutes of May 3, 2017 Meeting—Kelly Belanger Harris, Clerk to the Board

R FY17 DHCD Planning Grant Supplemental Appropriation—Martin Brookhart, Management Analyst

S FY17 FCPS Carl D. Perkins Career and Technical Education Act Supplemental Appropriation—Ed Breslauer, Schools Finance Director

T FY17 FCPS Increased Average Daily Membership Supplemental Appropriation - Ed Breslauer, FCPS Director of Finance

U CRMF Request – Facility Foundation Repair - Wayne Stephens, Public Works Director / County Engineer

10 – UNFINISHED BUSINESS

TBD

11 – NEW BUSINESS

TBD

12 – PUBLIC COMMENTS #2 (5 minutes each)

13 – CLOSED MEETING

TBD

14 – ADJOURN

Steven M.
Nichols

Digitally signed by Steven
M. Nichols
Date: 2017.05.11 15:41:16
-04'00'

County Administrator Review

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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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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 G

MEETING DATE:	May 17, 2017				
AGENDA TITLE:	VDOT Secondary Six Year Plan				
MOTION(s):	I move to accept the Resolution for the VDOT Secondary Six-Year Plan (2017/18 through 2022/22) and VDOT Construction Priority List (2017/18) as required by sections 33.1-23 and 33.1-23.4 of the 1950 Code of Virginia.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		XX			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
	XX				
STAFF CONTACT(S):	Wayne Stephens, Public Works Director and County Engineer				
PRESENTER(S):	Alan Saunders, Resident Engineer, VDOT Louisa Residency				
RECOMMENDATION:	Approve				
TIMING:	Normal				
DISCUSSION:	Deletions, additions or changes to VDOT proposed work.				
FISCAL IMPACT:	None.				
POLICY IMPACT:	In compliance with state code.				
LEGISLATIVE HISTORY:	Recurring plan as required of State Code of Virginia				
ENCLOSURES:	VDOT Six Year Plan Public Hearing Advertisement VDOT Secondary System Fluvanna County Construction Program Estimated Allocations Resolution for adoption of the Six Year Plan in accordance with Sections 33.1-23 and 33.1-23.4 of the 1950 State Code of Virginia				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

Secondary System
Fluvanna County
Construction Program
Estimated Allocations

Fund	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023	Total
CTB Formula - Unpaved State	\$7,163	\$8,240	\$7,920	\$0	\$0	\$0	\$23,323
TeleFee	\$89,424	\$89,424	\$89,424	\$89,424	\$89,424	\$89,424	\$536,544
District Grant Unpaved	\$0	\$0	\$0	\$11,120	\$10,762	\$14,302	\$36,184
Total	\$96,587	\$97,664	\$97,344	\$100,544	\$100,186	\$103,726	\$596,051

Board Approval Date:

DRAFT

Resident Engineer

Date

County Administrator

Date

District: Culpeper

County: Fluvanna County

Board Approval Date:

SECONDARY SYSTEM CONSTRUCTION PROGRAM (in dollars)

DRAFT

2017-18 through 2022-23

Route	Road Name	Estimated Cost	Previous Funding	Additional Funding Required	PROJECTED FISCAL YEAR ALLOCATIONS						Balance to complete	Traffic Count
PPMS ID	Project #				2017-18	2018-19	2019-20	2020-21	2021-22	2022-23		Scope of Work
Accomplishment	Description											FHWA #
Type of Funds	FROM											Comments
Type of Project	TO											
Priority #	Length	Ad Date										
Rt.0600	SOUTH BOSTON ROAD	PE \$750,000										5300 / 7500 VPD 2015
T19821	0600-032-611, C-501	RW \$1,150,000										TELEFEE FUNDS
RAAP CONTRACT	RTE 600/618 INTERSECTION IMPROVEMENTS	CON \$1,250,000										
		Total		\$536,544	\$89,424	\$89,424	\$89,424	\$89,424	\$89,424	\$89,424	\$0	
SECONDARY - ONE	0.20 MI. S. ROUTE 618		\$2,613,456									
HEARING DESIGN	0.11 MI. N. ROUTE 618											
0001.00	0.31											
Rt.1102	FAYETTE STREET	PE \$9,904										
107315	1102-032-P04, N-501	RW \$0										
SF / HIRED EQUIP	RTE 1102 - RURAL RUSTIC RD (SURFACE TREAT NON-HARDSURFACE RD)	CON \$102,596										
		Total	\$112,500		\$0	\$0	\$0	\$0	\$0	\$0	\$0	RURAL RUSTIC RESOLUTION RECEIVED JANUARY 6, 2016
S	ROUTE 1103											
NO	ROUTE 1108											
PLAN,SECONDARY	0.48											
0002.00												
Rt.1101	TAMMANY STREET	PE \$1,757										
109165	1101-032-607, N-501	RW \$0										
SF / HIRED EQUIP	RTE 1101 - RURAL RUSTIC RD (SURFACE TREAT NON-HARDSURFACE RD)	CON \$13,743										
		Total	\$15,500		\$0	\$0	\$0	\$0	\$0	\$0	\$0	RURAL RUSTIC RESOLUTION RECEIVED JUNE 1, 2016
S	ROUTE 1109											
NO	ROUTE 1103											
PLAN,SECONDARY	0.06											
0003.00												
Rt.1103	RIVANNA STREET	PE \$2,344										
109167	1103-032-608, N-501	RW \$0										
SF / HIRED EQUIP	RTE 1103 - RURAL RUSTIC RD (SURFACE TREAT NON-HARDSURFACE RD)	CON \$33,156										
		Total	\$35,500		\$0	\$0	\$0	\$0	\$0	\$0	\$0	RURAL RUSTIC RESOLUTION RECEIVED JUNE 1, 2016
S	ROUTE 6											
NO	ROUTE 1102											
PLAN,SECONDARY	0.18											
0004.00												
Rt.1106	ANDREW STREET	PE \$681										
109169	1106-032-609, N-501	RW \$0										
SF / HIRED EQUIP	RTE 1106 - RURAL RUSTIC RD (SURFACE TREAT NON-HARDSURFACE RD)	CON \$32,819										
		Total	\$33,500		\$0	\$0	\$0	\$0	\$0	\$0	\$0	RURAL RUSTIC RESOLUTION RECEIVED JUNE 1, 2016
S	ROUTE 6											
NO	ROUTE 1102											
PLAN,SECONDARY	0.16											
0005.00												

SECONDARY SYSTEM CONSTRUCTION PROGRAM (in dollars)

DRAFT

[illegible]

DRAFT

SECONDARY SYSTEM CONSTRUCTION PROGRAM (in dollars)

District: Culpeper

County: Fluvanna County

Board Approval Date:

2017-18 through 2022-23

Route	Road Name	Estimated Cost	Previous Funding	Additional Funding Required	PROJECTED FISCAL YEAR ALLOCATIONS						Balance to complete	Traffic Count Scope of Work FHWA # Comments
					2017-18	2018-19	2019-20	2020-21	2021-22	2022-23		
Rt.4007 99703	Project #		SSYP Funding									
	Description		Other Funding									
	FROM		Total									
	TO											
9999.99	Length	Ad Date										
	1204007	PE	\$0									
	COUNTYWIDE TRAFFIC	RW	\$0									
	SERVICES	CON	\$416,282									
9999.99	VARIOUS LOCATIONS IN	Total	\$416,282	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	TRAFFIC SERVICES INCLUDE SECONDARY SPEED ZONES, SPEED STUDIES, OTHER NEW SECONDARY SIGNS
	COUNTY											
Rt.4008 99816	1204008	PE	\$0									
	COUNTYWIDE RIGHT OF WAY	RW	\$0									
	ENGR.	CON	\$16,218									
	VARIOUS LOCATIONS IN	Total	\$16,218	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	USE WHEN IMPRACTICAL TO OPEN A PROJECT - ATTORNEY FEES and ACQUISITION COST.
9999.99	COUNTY											

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

TAB H

Meeting Date:	May 17, 2017				
AGENDA TITLE:	Zoning Text Amendment ZTA 17:03				
MOTION(s):	I move that the Board of Supervisors [approve/deny/defer] ZTA 17:03, an amendment and accompanying resolution to the Fluvanna County Zoning Ordinance entitled "AN ORDINANCE TO AMEND CHAPTER 22, ARTICLE 22 OF THE FLUVANNA COUNTY CODE BY AMENDMENTS AND ADDITION OF DEFINITIONS TO SUBSECTION 22-22-1, THEREOF TO CLARIFY DEFINITIONS AND SUPPORT CONFORMITY WITH THE 2015 COMPREHENSIVE PLAN".				
TIED TO STRATEGIC INITIATIVES?	Yes X	No	If yes, list initiative(s):	A2, A7	
AGENDA CATEGORY:	Public Hearing X	Action Matter	Presentation	Consent Agenda	Other
STAFF CONTACT(S):	Brad Robinson, Senior Planner				
PRESENTER(S):	Brad Robinson, Senior Planner				
RECOMMENDATION:	At its meeting on May 9, 2017, the Planning Commission recommended approval of ZTA 17:03 (5-0); Mr. Gaines moved to approve and Mr. Zimmer seconded. AYES: Bibb, Gaines, Zimmer, Johnson, Lagomarsino.				
TIMING:	Immediate decision requested				
DISCUSSION:	Amend the Fluvanna County Zoning Ordinance to modify existing definitions for junk and junkyard and add new definitions for outside storage and storage yard.				
FISCAL IMPACT:	-				
POLICY IMPACT:	-				
LEGISLATIVE HISTORY:	Planning Commission initiated the proposed amendment on April 11, 2017. Planning Commission formally reviewed the request on May 9, 2017 and recommended approval.				
ENCLOSURES:	Staff Report				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other X



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STAFF REPORT

To: Fluvanna County Board of Supervisors
Case Number: ZTA 17:03

From: Brad Robinson
Date: May 17, 2017

General Information: This request is to be heard by the Fluvanna County Board of Supervisors on Wednesday May 17, 2017 at 7:00 pm in the Circuit Courtroom in the Fluvanna County Courts Building.

Applicant/Representative: Fluvanna County

Requested Action: Amend the Fluvanna County Zoning Ordinance Subsection 22-22-1 (Chapter 22, Article 22: Definitions) to create and modify definitions pertaining to junk and/or the storage thereof.

Background

In recent years, several code compliance and/or BZA cases have highlighted some limitations with existing definitions related to junk accumulation which in turn have presented some challenges to staff in the interpretation or enforcement of the ordinance. One of the primary issues concerns the definition of "junkyard" which refers to this use as being "an establishment or place of business". While this language implies that this use is always commercial in nature, some of the zoning cases staff encountered did not involve any commercial or business activity.

To address these issues, the Planning Department has worked with the County Attorney's office to modify existing definitions and create new definitions that will allow more flexibility and better cover all junk-related activities.

Project Timeline

The proposed amendment has been discussed by the Planning Commission which held a public hearing on May 9, 2017. The requested action was recommended for *approval* by the Planning Commission.

Below is a timeline of events related to ZTA 17:03:

December 2015	Initial Research by Staff
June 2016	Composition of ordinance by County Attorney's Office
April 11, 2017	Discussion at Planning Commission Meeting
May 9, 2017	Planning Commission Public Hearing
May 17, 2017	Board of Supervisors Public Hearing

Analysis

The proposed amendment modifies existing definitions for “junkyard” and “junk” as follows:

	Existing	Proposed
Junkyard	An establishment or place of business which is maintained, operated, or used for storing, keeping, buying, or selling junk, or for the maintenance or operation of an automobile graveyard, and the term shall include garbage dumps and sanitary fills. See Salvage and scrap yard use.	<i>Any area, lot, land, parcel, building or structure or part thereof used for the storage, collection, processing, dismantling, baling, recycling, salvaging, wreckage, purchase, sale or abandonment of junk, scrap, waste, reclaimable material or debris. The term "junk yard" shall not include items which are incidental and necessary to agricultural or industrial use.</i>
Junk	Old or scrap copper, brass, rope, rags, batteries, paper, trash, rubber, debris, waste, or junked, dismantled, or wrecked automobiles, or parts thereof, iron, steel, and other old or scrap ferrous or nonferrous material.	<i>Any scrap, discarded, dilapidated, dismantled or inoperable: vehicles, including parts or machinery thereof; household furniture and appliances; construction or building equipment and materials; iron, steel, and other old or scrap ferrous and nonferrous metals; tanks, containers, drums, and the contents thereof; and tires, pipes, wire, wood, paper, metals, rags, glass, plastic, food and related types of salvage or waste material.</i>

The modified definitions basically incorporate more materials/items not previously referenced or listed.

The proposed amendment also creates new definitions for “Storage, outside” and “Storage yard” as follows:

<i>Storage, outside</i>	<i>The keeping of equipment, vehicles, implements or materials of any kind in a setting other than a completely enclosed structure. Outside storage shall not include outside display.</i>
<i>Storage yard</i>	<i>The use of any space, whether inside or outside a building, for the storage or keeping of construction equipment, machinery, vehicles or parts thereof, boats and/or farm machinery.</i>

The above new definitions are not uses that will need to be designated as permitted uses in certain zoning districts; rather, these activities are referenced within other definitions and are being defined on their own for further clarity.

Please note that existing definitions for “Salvage and scrap yard” and “Self storage facility”, which are similar or related activities to the above, were also reviewed and found to be acceptable as written. No changes to these definitions are proposed at this time.

Comprehensive Plan

Fluvanna County's *Vision Statement* includes the following principles:

- That our rural character and natural resources are part of Fluvanna's unique heritage, and should be preserved where practical.
- That future development be fiscally prudent while respecting individual property rights.

Planning Commission

The proposed amendment was formally reviewed by the Planning Commission on May 9, 2017. No one spoke at the public hearing. The Planning Commission recommended approval of the proposed amendment by a vote of 5-0.

Conclusion

The proposed amendments to the Fluvanna County Zoning Ordinance will clarify definitions, promote effective enforcement, and assist in conformity to the 2015 Comprehensive Plan.

The proposed amendments are intended to:

- Help the Zoning Administrator interpret and enforce local zoning requirements.
- Limit negative impacts on adjoining properties and uses.

This proposal as initiated by the Planning Department is consistent with the 2015 Comprehensive Plan.

Suggested Motion

I move that the Board of Supervisors [approve/deny/defer] ZTA 17:03, an amendment and accompanying resolution to the Fluvanna County Zoning Ordinance entitled "AN ORDINANCE TO AMEND CHAPTER 22, ARTICLE 22 OF THE FLUVANNA COUNTY CODE BY AMENDMENTS AND ADDITION OF DEFINITIONS TO SUBSECTION 22-22-1, THEREOF TO CLARIFY DEFINITIONS AND SUPPORT CONFORMITY WITH THE 2015 COMPREHENSIVE PLAN".

Attachments

A: Proposed Text

ZONING

7-6-16

Article 22. Definitions.**Sec. 22-22-1. Rules of construction; definitions.**

The following terms shall have the meanings assigned to them as hereinafter set forth. Except as expressly otherwise defined herein, all terms used in this chapter shall have their ordinary and established meanings, as the context may require. A word importing the masculine gender only may extend and be applied to females and to corporations as well as males. A word importing the singular number only may extend and be applied to several persons or things, as well as to one person or thing; and a word importing the plural number only may extend and be applied to one person or thing as well as to several persons or things.

Accessory use: A use or structure subordinate to the main use or structure on the same lot and serving a purpose naturally incidental to the main use or structure. When an accessory structure is attached to the main structure in a substantial manner, as by a wall or roof, such accessory structure shall be considered a part of the main structure.

Adult retirement community: A planned development providing residences for elderly persons that emphasizes social and recreational activities but may also provide personal services, limited health facilities, and transportation.

Agricultural enterprise: Agricultural related use that provides an agricultural service or produces goods from agricultural resources. These include processes that are a direct

²⁸ As to state law provisions regarding district boundary lines, see Code of Va., § 15.2-2309(4).

ZONING

7-6-16

outgrowth, yet more intensive, of the products derived through agriculture, as defined. Related uses include sawmill, winery and other similar facilities.

Agriculture: The use of land for agricultural purposes, including farming, dairying, pasturage agriculture, aquaculture, horticulture, floriculture, viticulture, forestry, livestock, and poultry and the necessary accessory uses for packing, treating, or storing the produce.

Agricultural sales, wholesale: The wholesale distribution of agricultural related products including, but not limited to, farm tools and implements, tack, animal care products, and other farm supplies. This definition excludes the sale of large implements, such as tractors and combines, but shall include harnesses, saddles, and other related equine equipment.

Alley: A service roadway providing a secondary means of access to abutting property and not intended for general traffic circulation.

Alteration: Any change in the total floor area, use or adaptability of an existing structure.

Amusement, commercial: The provision of entertainment or games of skill to the general public for a fee, as permitted by general law.

Amusement, public: Fund-raising activities including those activities sponsored by charitable organizations for which remuneration must be paid by sponsor.

Assisted living facility: A publicly or privately operated long-term care alternative for persons aged 55 and over, or persons with disabilities, as defined by the Federal Americans with Disabilities Act, that provides the availability of professionally managed personal and health care services to occupants on premises. These premises are designed for this population; are residential in character and appearance; may include cooking facilities; and in all respects are intended to enable residents to age in place in a home-like environment. The facility operation shall have the capacity to provide residents with an array of services supporting Activities of Daily Living (ADL's) that may include, but are not necessarily limited to, meals, personal care housekeeping, transportation, and supervision of self-administered medication, while optimizing their physical and psychological independence. Such facility shall be deemed a single unit for purpose of calculating density when and as required by section 15.2-2291 of the Code of Virginia. (Ord. 12-16-15)

ZONING

7-6-16

Auction house: A place where objects of art, furniture, and other goods are offered for sale to persons who bid on the object in competition with each other, with all events and storage of inventory entirely enclosed in a building or structure.

Automobile graveyard: Any lot or place which is exposed to the weather and upon which more than five (5) motor vehicles of any kind that are incapable of being operated, and which it would not be economically practical to make operative, are placed, located or found. See *Salvage and scrap yard* use.

Automobile repair service establishment: A facility for the general repair, rebuilding, or reconditioning of engines, motor vehicles, or trailers, or providing collision services, including body, frame, or fender repair, and overall painting.

Automobile sales: The use of any building, land area or other premises for the display of new and used automobiles, trucks, vans, or motorcycles for sale or rent, including any warranty repair work and other repair service conducted as an accessory use.

Aviation facility: Facilities for the take-off and landing of aircraft, including runways, aircraft storage buildings, helicopter pads, air traffic control facilities, informational facilities and devices, terminal buildings, aircraft maintenance facilities, aviation instruction facilities, and heliports.

Bakery: A place for preparing, cooking, baking, and selling of products on the premises.

Base flood/one-hundred year flood: A flood that, on the average, is likely to occur once every 100 years (i.e., that has a one percent (1%) chance of occurring each year, although the flood may occur in any year).

Basement: Any area of the building having its floor sub-grade (below ground level) on all sides.

Bed and breakfast: A transient lodging establishment, within an owner occupied property, primarily engaged in providing overnight or otherwise temporary lodging for the general public and may provide meals for compensation.

Berm: A mound of earth, usually linear in form, used to shield, screen, or buffer views; separate land uses; provide visual interest; or block noise, lights, or glare.

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Bicycle parking: Bicycle racks and similar structures, permanently affixed to the ground, designed and used for storing bicycles in a secure, upright position.

Biotention area: A vegetated depression engineered to collect, store, and infiltrate runoff generated on-site.

Board of zoning appeals: The board appointed to review appeals made by individuals with regard to decisions of the Zoning Administrator in the interpretation of this ordinance.

Boarding house: A building where, for compensation, lodging and meals are provided for at least five (5) and up to fourteen (14) persons.

Building: Any structure having a roof supported by columns or walls, for the housing or enclosure of persons, animals or property.

Building mass: The height, width, and depth of a structure

Building, height of: The vertical distance from the grade to the highest point of the coping of a flat roof or to the deck line of a mansard roof, or to the average height of the highest gable of a pitch or hip roof.

Building, main: The principal building or one of the principal buildings on a lot, or the building or one of the principal buildings housing the principal use on the lot.

Butcher shop: A shop in which meat, poultry, and fish are processed and sold.

Cabaret, adult: A building or portion of a building regularly featuring dancing or other live entertainment if the dancing or entertainment that constitutes the primary live entertainment is distinguished or characterized by an emphasis on the exhibition of specified sexual activities or specified anatomical areas for observation by patrons therein. See *Entertainment establishment, adult* use.

Caliper: A measure of tree size, determined by measuring the diameter of a tree at a point six inches (6") above the root ball, at the time of planting, or twelve inches (12") above the ground, for established vegetation.

Camp: A tract of land, complete with all necessary and accessory uses and structures, used for organized recreational activities under trained supervision. Seasonal accommodations may be provided and such uses shall include boarding camps, day camps and summer camps.

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Campground: An area to be used for transient occupancy by camping in tents, camp trailers, travel trailers, motor homes, or similar transportable or temporary sleeping quarters of any kind. For purposes of this definition, transient shall be for no more than 120 days.

Car wash: Facilities for the washing and cleaning of vehicles, including automatic and self-service car washes.

Cellar: The portion of the building partly underground, having half or more than half of its clear height below the average grade of the adjoining ground.

Cemetery, commercial: A place where human remains are interred, above or below ground, and where plots are sold for that purpose, and perpetual care of the graves is furnished. Such uses shall also allow for cemeteries for the burial of domestic animal remains.

Cemetery, non-commercial: A place where human remains are interred above or below ground and where plots are not sold. Such uses shall also allow for cemeteries for the burial of domestic animal remains.

Central sewerage system: A sewerage system consisting of pipelines or conduits, pumping stations, force mains or sewage treatment plants, including, but not limited to, septic tanks and/or drain fields, or any of them designed to serve three (3) or more connections, used for conducting or treating sewage which is required to be approved by the board of supervisors in accordance with the Virginia Waste Management Act. See *Utilities, major* and *minor* uses. (Ord. 12-16-15)

Central water supply: A water supply consisting of a well, springs or other source and the necessary pipes, conduits, mains, pumping stations and other facilities in connection therewith, to serve or to be capable of serving three (3) or more connections, which is required to be approved by the board of supervisors in accordance with the Virginia State Water Control Board Regulations. See *Utilities, major* and *minor* uses. (Ord. 12-16-15)

Child day center: A child day program offered (i) to two (2) or more children under the age of thirteen in a facility that is not the residence of the provider or of any of the children in care or (ii) thirteen (13) or more children at any location. See also *Child day program, Family day home*. (Ord. 12-16-15)

Child day program: A regularly operating service arrangement for children where, during the absence of a parent or guardian, a person or organization has agreed to assume responsibility for the supervision, protection, and well-being of a child under the age of

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thirteen for less than a twenty-four (24) hour period. See also *Child day center, Family day home*. (Ord. 12-16-15)

Cluster development: A development design technique that concentrates buildings on a portion of the site to allow the remaining land to be used for recreation, open space, or the preservation of historically or environmentally sensitive features.

Commission, The: The Planning Commission of Fluvanna County, Virginia.

Communications service: Establishment primarily engaged in the provision of broadcasting and other information relay services accomplished through the use of electronic and telephonic mechanisms. Excluded from this use type are facilities classified as major utilities or telecommunication facilities. Typical uses include, but are not limited to, television studios, telecommunication service centers, radio stations, or film and sound recording facilities.

Comprehensive plan: The Fluvanna County Comprehensive Plan.

Condominium: A building or group of buildings in which dwelling units, offices, or floor area are owned individually, and the structure, common areas, and facilities are owned by all the owners on a proportionate undivided basis.

Condominium association: The community association that administers and maintains the common elements of a condominium.

Connection, water or sewer: The provision of water and/or sewerage services to any dwelling unit or commercial or industrial establishment.

Conservation area: Any parcel or area of substantially undeveloped land conserved in its natural state to preserve or protect endangered species, critical environment features, viewsheds, or other natural elements including, but not limited to, preserves, wildlife management areas and refuges, open spaces and habitat protection areas.

Contractor's storage yard: Storage yards operated by, or on behalf of, a contractor for storage of large equipment, vehicles, or other materials commonly used in the individual contractor's type of business; storage of scrap materials used for repair and maintenance of contractor's own equipment; and buildings or structures for uses such as offices and repair facilities.

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Corporate office: An establishment primarily engaged in providing internal office administration services as opposed to customer service. Such uses generally include the headquarters, regional offices or administrative offices for a corporation.

Correctional facility: A public or privately operated use providing housing and care for individuals legally confined, designed to isolate those individuals from a surrounding community.

Cul-de-sac: The turnaround at the end of a dead-end street.

Cultural services: A library, museum, or similar public or quasi-public use displaying, preserving, and exhibiting objects of community and cultural interest in one or more of the arts or sciences.

Curvilinear street system: A pattern of streets that is primarily curved.

Dance hall: Establishments in which more than ten percent (10%) of the total floor area is designed or used as a dance floor, or where an admission fee is directly collected, or some other form of compensation is obtained for dancing, except when sponsored by civic, charitable, or nonprofit groups.

Daycare center: See *Child day center*, *Child day program*, and *Family day home*. (Ord. 12-16-15)

Development: Any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

Diameter at breast height: A measure of tree size, determined by measuring the diameter of a tree at a point four and one-half feet (4.5') above the ground.

Dormitory: A residence hall providing rooms for individuals or for groups usually without private baths. Also, a large room containing numerous beds.

Dripline: A vertical projection to the ground surface from the furthest lateral extent of a tree's leaf canopy.

Drive-in window: A facility designed to provide access to commercial products and/or services for customers remaining in their automobiles.

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Dwelling: Any structure which is designed for use for residential purposes, except hotels, boarding houses, lodging houses, tourist cabins, manufactured or mobile homes, and travel trailers.

Dwelling, accessory: A separate, independent dwelling unit located on the same property as the primary dwelling unit subject to the following: (1) A dwelling unit contained within a single-family dwelling that may equal the existing finished square footage of the primary dwelling, such as a basement, attic, or additional level; or (2) A dwelling unit attached to the primary single-family dwelling, or as a dwelling unit contained within a detached accessory unit; that shall be no more than one-half the size of the finished square footage of the primary dwelling unit located on the subject property. One accessory dwelling shall be permitted per property plus one additional accessory dwelling for each fifty (50) acres of contiguous property. Accessory dwelling units shall be subject to the setback requirements for primary structures.

Dwelling, multi-family: A building or portion thereof which contains two or more dwelling units for permanent occupancy, regardless of the method of ownership. Included in the use type would be garden apartments, low and high rise apartments, apartments for elderly housing and condominiums.

Dwelling, single-family attached: Two or more single family dwellings sharing two or more common walls, each on its own individual lot. Attached dwellings are not vertically stacked.

Dwelling, single-family detached: A building designed for occupancy by one family which has no connection by a common party wall to another building or structure similarly designed.

Dwelling, townhouse: A single-family attached dwelling in a row of at least three (3) such units in which each unit has its own front and rear access to the outside, no unit is located over another unit, and each unit is separated from any other unit by one or more vertical common fire-resistant walls.

Dwelling, two-family: A building designed as a single structure, containing two separate living units, each of which is designed to be occupied as a separate permanent residence for one family.

Dwelling unit: Any building or portion of building intended to be used for residential purposes by a single family and designed or arranged in such a manner that none of the

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facilities or areas customarily provided for cooking, sleeping, eating sanitation, or other residential functions is shared by any other family or persons residing in the same structure.

Educational facility: A public or private institution for the teaching of children or adults including primary and secondary schools, colleges, and similar facilities.

Egress: An exit.

Elevated building: A non-basement building built to have the lowest floor elevated above the ground level by means of solid foundation perimeter walls, pilings, or columns (posts and piers). (Ord. 6-17-15)

Entertainment establishment, adult: Any adult cabaret, adult motion picture theater, or adult video-viewing or arcade booth.

Equestrian facility: Facilities designed and used primarily for equestrian related activities including, but not limited to: riding schools, horse exhibition facilities, polo fields, and pack stations. This includes barns, stables, corrals, and paddocks accessory and incidental to the above uses.

Evergreen: A plant with foliage that remains year-round.

Family:

- (1) An individual; or
- Two (2) or more persons related by blood, marriage, adoption, or guardianship, plus not more than (2) unrelated persons living together as a single housekeeping unit in a dwelling or dwelling unit; or
- A group of not more than four (4) persons not related by blood, marriage, adoption or guardianship living together as a single housekeeping unit in a dwelling or dwelling unit.
- A group home of eight (8) or fewer people residing in a single-family residence as described in section 15.2-2291 of the Code of Virginia.

Family day home: A child day program offered in the residence of the provider or the home of any of the children in care for one (1) through twelve (12) children under the age of thirteen, exclusive of the provider's own children and any children who reside in the home,

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when at least one (1) child receives care for compensation. Family day homes service six (6) through twelve (12) children, exclusive of the provider's own children and any children who reside in the home, shall be licensed. However, no family day home shall care for more than four (4) children under the age of two, including the provider's own children and any children who reside in the home, unless the family day home is licensed or voluntarily registered. However, a family day home where the children in care are all grandchildren of the provider shall not be required to be licensed. See also *Child day center*, *Child day program*. (Ord. 12-16-15)

Family daycare home: See *Child day center*, *Child day program*, and *Family day home*. (Ord. 12-16-15)

Farm: One or more parcels of land used for the primary purpose of agricultural production.

Farm tenant housing: A dwelling located on a farm for the purpose of housing an employee of that farm operation and his/her family. Also included in this use type would be multi-family dwelling(s) for seasonal employees in connection with an orchard or other agricultural use which relies on seasonal employees who must be housed.

Farm sales: The sale of agricultural produce or merchandise produced primarily by the resident operator on his farm.

Financial institution: An establishment where the principal business is the receipt, disbursement or exchange of funds and currencies, such as: trust companies, savings banks, industrial banks, savings and loan associations, building and loan associations, commercial banks, credit unions, federal associations, and investment companies.

Flea market: A market held in an open area or building where goods are offered for sale to the public by individual sellers, generally on an occasional or periodic basis.

Flood: A general or temporary condition of partial or complete inundation of normally dry land areas.

Flood, Base: The flood having a one percent (1%) chance of being equaled or exceeded in any given year. Also referred to as the 100-year flood. (Ord. 6-17-15)

Flood Elevation, Base: The Federal Emergency Management Agency designated one hundred (100) year water surface elevation. The water surface elevation of the base flood in relation to the datum specified on the Fluvanna County FIRM. (Ord. 6-17-15)

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Flood Hazard Area, Special: The land in the floodplain subject to a one (1%) percent or greater chance of being flooded in any given year as determined in Article 17, Section 22-17-8A. of this ordinance. (Ord. 6-17-15)

Floodplain or Flood-Prone Area: Any land area susceptible to being inundated by water from any source. (Ord. 6-17-15)

Floodplain encroachment: The advance or infringement of uses, plant growth, fill, excavation, buildings, permanent structures or development into a floodplain, which may impede or alter the flow capacity of a floodplain.

Floodway: The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot (1'), at any point. (Ord. 6-17-15)

Floor area ratio: The gross floor area of all buildings or structures on a lot divided by the total lot area.

Footcandle: A quantitative unit of measure referring to the measurement of illumination incident at a single point. One footcandle is equal to one lumen uniformly distributed over an area of one square foot.

Frontage: The continuous uninterrupted distance along which a parcel abuts a single adjacent road or street.

Funeral home: A facility for the preparation of the deceased for burial and display of the deceased and rituals connected therewith before burial or cremation. Typical uses include funeral homes or mortuaries.

Garden center: A retail business in which plants, which may or may not be cultivated on-site, are offered for sale to the general public. Supplemental items used in planting and landscaping, such as pre-packaged mulch, pre-packaged topsoil, plant containers, yard ornaments, hand tools, and the like, may be sold on-site as secondary or incidental items. Such a use is not characterized by frequent heavy equipment operation, other than the occasional delivery or shipment of product.

Gas station: Any place of business used primarily for the storage, dispersal, sale or offering of fuels and oils for motor vehicles. Such uses may also include the retail sale of

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convenience items as a secondary activity. Any use associated with automobile fuel sales shall be considered a gas station.

Governing body: The Board of Supervisors of Fluvanna County, Virginia.

Greenhouse, commercial: A facility employing a glass, plastic, or similar enclosure for the cultivation of plants, in which plants are offered for sale to the public, either at wholesale or at retail. Supplemental items used in planting and landscaping, such as mulch, topsoil, plant containers, yard ornaments, hand tools, and the like, may be sold on-site as secondary or incidental items. Such a use is not characterized by frequent heavy equipment operation, other than the occasional delivery or shipment of product.

Greenhouse, non-commercial: A facility employing a glass, plastic, or similar enclosure for the cultivation of plants, in which no product is offered for sale to the public.

Greenway: (1) A linear open space established along either a natural corridor, such as a riverfront, stream valley, or ridge line, or over land along a railroad right-of-way converted to recreational use, a canal, a scenic road, or other route; (2) any natural or landscaped course for pedestrian or bicycle passage; (3) an open space connector lining parks, natural reserves, cultural features, or historic sites with each other and with populated areas; and (4) locally, certain strip or linear parks designated as a parkway or greenbelt.

Grocery store: A retail business primarily engaged in the sale of unprepared food for personal or household preparation and consumption. Such a facility may also engage in incidental sales of prepared foods for personal consumption on- or off-site.

Group home: A licensed residential facility in which no more than eight (8) mentally ill, mentally retarded or developmentally disabled persons reside, with one or more resident counselors or other staff persons, shall be considered a residential occupancy by a single family. Mental illness and developmental disability shall not include current illegal use of or addiction to a controlled substance. Such facility shall be licensed by the Commonwealth of Virginia Department of Mental Health, Mental Retardation and Substance Abuse Services, in order to qualify as a single-family use.

Guidance services: A use providing counseling, guidance, recuperative, or similar services for person requiring rehabilitation assistance as a result of mental illness, alcoholism, detention, drug addiction, or similar conditions for only part of a twenty-four (24) hour day.

Halfway house: An establishment providing accommodations, supervision, rehabilitation, counseling, and other guidance services to persons suffering from alcohol or

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drug addiction, to person re-entering society after being released from a correctional facility or other institution, or to persons suffering from similar disorders.

Health official: The legally designated health authority of the State Board of Health for Fluvanna County or his authorized representative.

Historical area: As indicated on the zoning map to which the provisions of this chapter apply for protection of a historical heritage.

Historic structure: Any structure that is (1) listed individually in the National Register of Historic Places (a listing maintained by the Department of the Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register; (2) certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; (3) individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or (4) individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either (a) by an approved state program as determined by the Secretary of the Interior; or (b) directly by the Secretary of the Interior in states without approved programs.

Home occupation: An occupation carried on by the occupant of a dwelling as a secondary use in connection with which there is no display, no one is employed other than members of the family residing on the premises, there is no substantial increase in traffic, and provided that not more than twenty-five (25%) of the gross floor area of such dwelling shall be used for such occupation.

Homeowners association: A community organization, other than a condominium association, that is organized in a development in which individual owners share common interests and responsibilities for costs and upkeep of common open space or facilities.

Hospital: An institution providing primary health services and medical or surgical care to persons, primarily inpatients, suffering from illness, disease, injury, deformity, and other abnormal physical or mental conditions and including, as an integral part of the institution, related facilities, such as laboratories, outpatient facilities, training facilities, medial offices, and staff residences.

Hotel: A building or group of attached or detached buildings containing lodging units intended primarily for rental or lease to transients by the day, week or month. Such uses

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generally provide additional services such as daily maid service, restaurants, meeting rooms and/or recreation facilities. Such uses include hotels, motels, motor lodges, and motor courts.

Hunt club: Areas reserved to members of the club for private hunting of wildlife, fishing, and accessory uses in support of those activities.

Hunting preserve: An area licensed by the commonwealth for public or private hunting of wildlife, fishing, and accessory uses in support of those activities.

Impervious surface: Any material that prevents absorption of stormwater into the ground.

Indoor entertainment: Predominantly spectator uses conducted within an enclosed building, but not including public facilities. Typical uses include, but are not limited to, motion picture theaters, and concert or music halls.

Indoor recreation facility: Predominantly participant uses conducted within an enclosed building, but not including public facilities. Typical uses include bowling alleys, ice and roller skating rinks, indoor racquetball, swimming, and/or tennis facilities.

Inoperable motor vehicle: (i) any motor vehicle which is not in operating condition; (ii) any motor vehicle which for a period of sixty (60) days or longer has been partially or totally disassembled by the removal of tires and wheels, the engine, or other essential parts required for operation of the vehicle; or (iii) any motor vehicle on which there are displayed neither valid license plates nor a valid inspection decal, as provided in section 15.2-904 of the Code of Virginia. (Ord. 12-16-15)

Junk: ~~Old or scrap copper, brass, rope, rags, batteries, paper, trash, rubber, debris, waste, or junked, dismantled, or wrecked automobiles, or parts thereof, iron, steel, and other old or scrap ferrous or nonferrous material.~~ Any scrap, discarded, dilapidated, dismantled or inoperable: vehicles, including parts or machinery thereof; household furniture and appliances; construction or building equipment and materials; iron, steel, and other old or scrap ferrous and nonferrous metals; tanks, containers, drums, and the contents thereof; and tires, pipes, wire, wood, paper, metals, rags, glass, plastic, food and related types of salvage or waste material.

Junkyard: ~~An establishment or place of business which is maintained, operated, or used for storing, keeping, buying, or selling junk, or for the maintenance or operation of an automobile graveyard, and the term shall include garbage dumps and sanitary fills. See Salvage and scrap yard use.~~ Any area, lot, land, parcel, building or structure or part thereof

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used for the storage, collection, processing, dismantling, baling, recycling, salvaging, wreckage, purchase, sale or abandonment of junk, scrap, waste, reclaimable material or debris. The term "junk yard" shall not include items which are incidental and necessary to agricultural or industrial use.

Kennel, commercial: A place designed and used to house, board, breed, handle or otherwise keep or care for dogs, cats, or other household pets for the specific intent of sale or in return for compensation.

Kennel, private: The keeping, breeding, raising, showing, or training of four (4) or more dogs, cats, or other household pets over six months of age for personal enjoyment of the owner or occupants of the property, and for which commercial gain is not the primary objective.

Landscaping materials supply: A business used primarily for the bulk storage and sale of landscaping supplies, such as soil, gravel, potting mix, mulch, sand, stone, and the like, either wholesale or at retail, necessitating the frequent use of heavy equipment. Plants and supplemental items used in planting and landscaping, such as plant containers, yard ornaments, hand tools, and the like, may be sold on-site as secondary or incidental items.

Laundromat: A building where clothes or other household articles are washed in self-service machines and where such washed clothes and articles may also be dried or ironed.

Laundry: Establishments primarily engaged in the provision of laundering, cleaning, or dyeing services other than those classified as Personal Service Establishments. Typical uses include, but are not limited to, bulk laundry and cleaning plants, diaper services, or linen supply services.

Level of service: A description of traffic conditions along a given roadway or at a particular intersection.

Livestock feed lot, commercial: A commercial establishment where livestock is fattened for sale and where feed is transported from other places.

Livestock sale yard, commercial: A commercial establishment wherein livestock is collected for sale or auctioning.

Lodge: A facility, owned or operated by a corporation, association, person or persons, for social, educational or recreational purposes, to which membership is required for participation and not primarily operated for profit nor to render a service that is customarily

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carried on as a business. A lodge does not include facilities for members to reside.

Lot: A parcel of land, including a residue, described by metes and bounds or otherwise or shown on a plat, and intended as a unit of real estate for the purpose of ownership, conveyance or development.

Lot, corner: A lot abutting upon two (2) or more street rights-of-way at their intersection. Of the two sides of a corner lot, in the absence of evidence to the contrary based on actual development, the front shall be presumed to be the shorter of the two sides fronting on streets.

Lot, depth of: The average horizontal distance between the front and rear lot lines.

Lot, double frontage: An interior lot having frontage on two (2) streets.

Lot, interior: Any lot other than a corner lot.

Lot, pipestem: A large lot not meeting minimum frontage requirements and where access to the public road is by a narrow private right of way or driveway.

Lot, reverse frontage: A through lot that is not accessible from one of the parallel or nonintersecting streets upon which it fronts.

Lot, through: A lot that fronts upon two (2) parallel streets or that fronts upon two (2) streets that do not intersect at the boundaries of the lot.

Lot, width of: The average horizontal distance between side lot lines.

Lot of record: A lot, a plat or description of which has been recorded in the clerk's office of the Circuit Court.

Low-impact development: A design strategy with the goal of maintaining or replicating the pre-development hydrologic regime through the use of design techniques to create a functionally-equivalent site design. Hydrologic functions of storage, infiltration and groundwater recharge, as well as the volume and frequency of discharges, are maintained through the use of integrated and distributed micro-scale stormwater retention and detention areas, reduction of impervious surfaces, and the lengthening of runoff flow paths and flow time. Examples of low-impact development techniques include, but are not limited to, the use of permeable paving materials, rain gardens, bioswales, infiltration trenches, and tree box filters.

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Lowest floor: The lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of Federal Code 44CFR §60.3.

Lumberyard: An area used for the storage, distribution, and sale of finished or rough-cut lumber and lumber products, plywood, drywall, paneling, concrete masonry unit (CMU) blocks and other concrete products, but not including the manufacture of such products.

Machine shop: Shops where lathes, presses, grinders, shapers, and other wood and metal working machines are used such as blacksmith, tinsmith, welding, and sheet metal shops; plumbing, heating, and electrical repair shops; and overhaul shops.

Manufactured home: A factory-built, single-family structure that is manufactured under the authority of the National Manufactured Home Construction and Safety Standards Act, is transportable in one or more sections, is built on a permanent chassis, and is used as a place of human habitation; but which is not constructed with a permanent hitch or other device allowing transport of the unit other than for the purpose of delivery to a permanent site, and which does not have wheels or axles permanently attached to its body or frame. Also referred to as mobile homes.

Manufactured home sales: Establishments primarily engaged in the display, retail sale, rental, and repair of new and used manufactured homes, modular homes, parts, and equipment.

Manufacturing, Heavy: The manufacture or compounding process of raw materials. These activities or processes would necessitate the storage of large volumes of highly flammable, toxic matter or explosive materials needed for the manufacturing process. These activities may involve outdoor operations as part of their manufacturing process.

Manufacturing, Light: The manufacture, predominantly from previously prepared materials, of finished products or parts, including processing, fabrication, assembly, treatment and packaging of such products, and incidental storage, sales, and distribution of such products, but excluding basic industrial processing and custom manufacturing.

Manufacturing, Medium: The processing and manufacturing of materials or products predominantly from extracted or raw materials. These activities do not necessitate the storage of large volumes of highly flammable, toxic matter or explosive materials needed for the manufacturing process.

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Marina, commercial: A marina designed and operated for profit or operated by any club or organized group where hull and engine repairs, boat and accessory sales, packaged food sales, restaurants, personal services, fueling facilities, storage and overnight guest facilities or any combination of these are provided.

Marina, private: A marina, including a dock for the use of a single parcel, designed and intended to be used for mooring of boats owned by residents of the general neighborhood with no commercial facilities other than those necessary for minor servicing and repairs.

Media, adult: Magazines, books, videotapes, movies, slides, CD-ROMs, DVDs or blu-ray or other devices used to record computer images, or other media that are distinguished or characterized by their emphasis on matter depicting, describing, or relating to specified sexual activities or specified anatomical areas. See *Retail store, adult* use. (Ord. 12-16-15)

Medical clinic: A facility providing medical, psychiatric, or surgical service for persons exclusively on an out-patient basis including emergency treatment, diagnostic services, training, administration and services to outpatients, employees, or visitors. The term, "medical clinic" includes immediate care facilities, where emergency treatment is the dominant form of care provided at the facility.

Mining: The breaking or disturbing of the surface soil or rock in order to facilitate or accomplish the extraction or removal of minerals; any activity constituting all or part of a process for the extraction or removal of minerals so as to make them suitable for commercial, industrial, or construction use; but shall not include those aspects of deep mining not having significant effect on the surface, and shall not include excavation or grading when conducted solely in aid of on-site farming or construction. Nothing herein shall apply to mining of coal. This definition shall not include, nor shall this title, chapter, or section be construed to apply to the process of searching, prospecting, exploring or investigating for minerals by drilling (section 45.1-180 of the Virginia Code). See *Resource extraction* use.

Mobile home: See *Manufactured home*.

Manufactured Home Park: Any site, lot, field or tract of land which is held out for the locations of occupied trailers which trailers or lots are intended for use by a person or persons other than the property owner, except as otherwise permitted in this chapter.

Modular home: A dwelling unit primarily manufactured off-site in accordance with the Virginia Uniform Statewide Building Code standards and transported to the building site for final assembly on a permanent foundation.

Motion picture theater, adult: An establishment that shows sexually oriented movies, distinguished or characterized by an emphasis on the exhibition of specified sexual activities

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or specified anatomical areas as a significant part of its business. See *Entertainment establishment, adult* use.

Mural: A work of art (as a painting) applied to and made integral to a building wall, fence, etc., that is prepared by, or under the direction of, a skilled artist and shows imaginative skill in arrangement or execution and specifically not attempt to advertise any specific business, product or service.

Natural meadow: A continuous area designated on a landscape plan that is planted with grasses and wildflowers native to Virginia that are allowed to grow in their natural habit. Such areas are actively managed to prevent the growth of woody vegetation and invasive species.

Nonconforming activity, nonconforming use: The otherwise legal use of a building or structure or of a tract of land that does not conform to the use regulations of this ordinance for the district in which it is located.

Nonconforming lot: An otherwise legally platted lot that does not conform to the minimum area or width requirements of the ordinance for the district in which it is located.

Nonconforming structure: An otherwise legal building or structure that does not conform with the lot area, yard, height, lot, coverage, or other area regulations of this ordinance, or is designed or intended for a use that does not conform to the use regulations of this ordinance for the district in which it is located.

Nursery: A place where plants are grown commercially, either for retail or wholesale distribution. Plants cultivated on-site may be offered for sale to the general public. See *Farm sales* use.

Nursing home: Any place, institution, facility or any identifiable component of any facility, other than a hospital, licensed pursuant to section 32.1-123 of the Code of Virginia, in which the primary function is the provision, on a continuing basis, of nursing and health-related services for the treatment and inpatient care of two (2) or more nonrelated individuals, including, but not limited to, facilities known as convalescent homes, skilled nursing facilities, skilled care facilities, intermediate care facilities, extended care facilities, and nursing, or nursing care facilities. (Ord. 12-16-15)

Office: A room, suite of rooms, or building used for conducting the affairs of a business, profession, service industry, or government.

Off-street parking area: Space provided for vehicular parking outside the dedicated street right of way as required by Article 26 (Sec. 22-26-1 through 22-26-8) of this chapter.

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Outdoor entertainment: Predominantly spectator uses conducted in open or partially enclosed or screened facilities, but not including public facilities. Typical uses include, but are not limited to, sports arenas, motor vehicle or animal racing facilities, and outdoor amusement parks.

Outdoor gathering: Any temporary organized gathering expected to attract 200 or more people at one time in open spaces outside an enclosed structure. Included in this use type would be entertainment and music festivals, church revivals, carnivals and fairs, and similar transient amusement and recreational activities not otherwise listed in this section. Such activities held in public parks or on public school property shall not be included within this use type.

Outdoor recreation facility: Predominantly participant uses conducted in open or partially enclosed or screened facilities, but not including public facilities. Typical uses include, but are not limited to, golf courses, driving ranges, tennis courts, motorized cart and motorcycle tracks, paintball facilities, swimming pools, athletic ball fields.

Package Treatment Plant: Small, self-contained sewage treatment facility built to serve designated service areas. See *Utility, major* use.

Parking area: Any public or private area, under or outside of a building or structure, designed and used for parking motor vehicles including parking lots, garages, private driveways, and legally designated areas of public streets.

Parking bay: A continuous row of parking, containing twenty (20) parking spaces or less, bounded on both ends by a parking island, as specified in Article 26: Off-Street Parking and Loading Spaces of this Chapter. (Ord. 12-16-15)

Parking facility: A site for surface parking or a parking structure use which provides one (1) or more parking spaces together with driveways, aisles, turning and maneuvering areas, incorporated landscaped areas, and similar features meeting the requirements established by this ordinance. This use type shall not include parking facilities accessory to a permitted principal use. This use type excludes temporary parking facilities permitted by County Code.

Pavers: Preformed paving blocks that are installed on the ground to form patterns while at the same time facilitate pedestrian and vehicular travel.

Personal improvement services: Establishments primarily engaged in the provision of informational, instructional, personal improvements and similar services. Typical uses

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include, but are not limited to, driving schools, health or physical fitness studios, dance studios, handicraft and hobby instruction.

Personal service establishment: An establishment or place of business engaged in the provision of frequently or recurrently needed services of a personal nature. Typical uses include, but are not limited to, beauty and barber shops; dry cleaners; and seamstresses, tailors, and shoe repair.

Pervious surface: Any material that permits full or partial absorption of stormwater into previously unimproved land.

Petroleum Distribution Facility: A facility for the storage and distribution of fuels or other volatile products.

Pharmacy: An establishment engaged in the retail sale of prescription drugs, nonprescription medicines, cosmetics, and related supplies.

Plat: A schematic representation of a parcel or subdivision.

Plat, preliminary: A plat showing the existing boundaries and certain existing features of a parcel to be subdivided, together with the property lines or proposed lots and certain proposed features and improvements.

Plat, final: A plat showing the new property lines and certain features and improvements installed pursuant to the preliminary plat, showing their location as built, and prepared for recordation. Final plat approval gives the subdivider the right to record such plat with the Clerk of the Circuit Court and to convey the individual lots shown thereon.

Professional school: A specialized instructional establishment that provides on-site training of business, commercial, and/or trade skills, or other similar activity or occupational pursuit, but not including educational facilities.

Property Owners' Association: An entity established, pursuant to section 55-508 et seq. of the Code of Virginia, or otherwise, for the purpose of maintaining land or property owned in common by the owners of property in a subdivision.

Public assembly: Facilities that accommodate public assembly for purposes such as sports, amusements, or entertainment. Typical uses include, but are not limited to, auditoriums, sports stadiums, convention facilities, and incidental sales and exhibition facilities.

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Public park and recreational area: Publicly owned and operated parks, picnic areas, playgrounds, indoor/outdoor athletic or recreation facilities, indoor/outdoor shelters, amphitheaters, game preserves, open spaces, and other similar uses but not including public recreation assembly.

Public recreation assembly: Publicly owned and operated community, civic, or recreation centers, year-round swimming facilities, or indoor performing arts/auditoriums.

Public safety facility: Public agency facilities that provide public safety and emergency services including fire, rescue squad, and police stations and related administrative facilities. See *Public use*.

Public use: Uses, structures, and facilities made available for public service including, but not limited to, parks, playgrounds, libraries, public safety and emergency facilities, and administrative buildings.

Public water and sewer system: A water or sewer system owned and operated by a municipality, county or other political subdivision of the Commonwealth.

Pumping station: A building or structure containing the necessary equipment to pump a fluid to a higher level.

Railroad facility: Railroad yards, equipment servicing facilities, and terminal facilities.

Recreation, active: Leisure-time activities, usually of a formal nature and often performed with others, requiring equipment and taking place at prescribed places, sites, or fields.

Recreation, passive: Activities that involve relatively inactive or less energetic activities, such as walking, sitting, picnicking, card games, and table games.

Recreational vehicle: A vehicle which is (1) built on a single chassis; (2) 400 square feet or less when measured at the largest horizontal projects; (3) designed to be self-propelled or permanently towable by a light duty truck; and (4) designed primarily not for use as a permanent dwelling but as a temporary living quarters for recreational camping, traveling, or seasonal use.

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Recreational vehicle sales: Retail sales of recreational vehicles and boats, including service and storage of vehicles and parts and related accessories.

Rectilinear street pattern: A pattern of streets that is primarily characterized by right-angle roadways, grid pattern blocks, and four-way intersections.

Religious assembly: A use providing regular organized religious worship or related incidental activities, except primary or secondary schools and day care facilities.

Research laboratory: A facility for scientific research, investigation, testing, or experimentation, but not facilities for the manufacture or sale of products, except as incidental to the main purpose of the laboratory.

Residential area (gross): The total area of land and water within a residential development.

Residential area (net): That area of land and water within a development designed for residential purposes and unoccupied by streets, open space or parking areas; provided that individual private driveways accessory to residential uses shall not be considered streets or parking areas.

Residential density (gross): The total number of dwelling units within a development divided by the gross residential area and expressed in dwelling units per acre.

Residential density (net): The total number of dwelling units within a development divided by the net residential area and expressed in dwelling units per acre.

Residue: The remainder of a lot after a subdivision has detached one or more lots, which residue shall be deemed, for purposes of this chapter, to be a new lot.

Resource extraction: A use involving on-site extraction of surface or subsurface mineral products or natural resources. Typical uses are quarries, borrow pits, sand and gravel operation, mining, and soil mining. Specifically excluded from this use type shall be grading and removal of dirt associated with an approved site plan or subdivision, or excavations associated with, and for the improvement of, a bona fide agricultural use.

Restaurant, fast food: An establishment primarily engaged in the preparation of food and beverages, for take-out, delivery, or consumption on the premises, served in disposable containers at a counter or to drive-up or drive-thru customers in motor vehicles.

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Restaurant, general: An establishment engaged in the preparation of food and beverages containing more than 2,000 gross square feet and characterized primarily by table service to customers in non-disposable containers.

Restaurant, small: An establishment engaged in the preparation of food and beverages containing no more than 2,000 gross square feet and typically characterized by table service to customers.

Retail store, adult: An establishment that: offers for sale or rent items from any of the following categories: (a) adult media, (b) sexually oriented goods, or (c) goods marketed or presented in a context to suggest their use for specified sexual activities; and the combination of such items constitutes more than fifteen percent (15%) of its stock in trade or occupies more than fifteen percent (15%) of its gross public floor area; and where there is no on-site consumption of the goods, media, or performances for sale or rent.

Retail store, general: A retail sales establishment offering the sale or rental of commonly used goods and merchandise for personal or household use but excludes those classified more specifically by definition.

Retail store, large-scale: A retail sales establishment of more than 30,000 square feet of gross floor area engaged in the sale or rental of goods for consumer or household use.

Retail store, neighborhood convenience: A retail sales establishment primarily engaged in the provision of frequently or recurrently needed goods for household consumption, such as, but not limited to, prepackaged food and beverages, limited household supplies and hardware, and limited food preparation and service. Such uses that include fuel pumps or the selling of fuel for motor vehicles shall be considered gas stations.

Retail store, specialty: A retail sales establishment of not more than 4,000 square feet that specializes in one type or line of merchandise or service including, but not limited to, antique stores, bookstores, shoe stores, stationary stores, jewelry stores, auto parts stores, and hardware stores.

Right-of-way: A strip or other portion of a parcel of land conveyed to a person, a partnership, a property owners' association, a corporation, or a government agency for the purpose of constructing and maintaining a road or utility facility, or similar use.

Riparian protection area: A vegetated zone adjacent to an intermittent or perennial stream where development is restricted or controlled to minimize the effects of development

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on local water quality. Indigenous vegetation, including existing ground cover, is preserved to the maximum extent possible.

Salvage and scrap yard: Facilities engaged in the storage, sale, dismantling or other processing of uses or waste materials which are not intended for reuse in the original forms. Typical uses include, but are not limited to, paper and metal salvage yards, automotive wrecking yards, junk yards, used tire storage yards, or retail and/or wholesale sales of used automobile parts and supplies.

Sanitary landfill: A place for the disposal of solid wastes approved in accordance with the regulations of the Department of Environmental Quality (DEQ).

Sawmill, permanent: A permanent facility where logs or lumber are sawn, split, shaved, stripped, chipped, or otherwise processed to produce wood products.

Sawmill, temporary: A portable sawmill located on private property for not more than sixty (60) days unless used for the processing of timber cut only from that property or the property immediately contiguous thereto.

Self-storage facility: A structure containing separate, individual, and private storage spaces of varying sizes leased or rented on individual leases for varying periods of time.

Setback: The minimum distance by which any building or structure must be separated from the front lot line.

Sheltered care facility: A facility providing temporary sheltering for the homeless or for victims of crime or abuse including emergency housing during crisis intervention for individuals, such as victims of rape, child abuse, or physical beatings.

Shooting, private recreational: The use of land for target shooting and other recreational activities, other than hunting, involving the use of firearms or other projectiles by the owner or occupant of a parcel and their guests, not in return for compensation. Associated facilities shall be subject to approval by the zoning administrator in accordance with safety guidelines issued by the National Rifle Association (NRA) or other recognized authority.

Shooting range, indoor: The use of a structure for firearms or other projectiles for the purpose of target practice or competitions, and in return for compensation.

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Shooting range, outdoor: The use of land for shooting clubs and other facilities for the discharge of firearms or other projectiles for the purposes of target practice, skeet and trap shooting, mock war games, or formal competitions, or in return for compensation.

Shrub: A low woody plant, with multiple shoots or stems from the base, which attains a mature height of less than fifteen feet (15').

Sign: Any object, device, display, or structure that is used to advertise, identify, display, direct, or attract attention to an object, person, institution, organization, business, product, service, event, or location by any means, including words, letters, figures, design, symbols, fixtures, colors, illumination, projected images, or any combination thereof.

Sign, auction: A temporary sign, not illuminated, advertising an auction to be conducted on the lot or premises upon which it is situated, such signs shall not exceed twenty (20) square feet in area. (Ord. 12-16-15)

Sign, awning: A sign that is painted or otherwise applied on or attached to an awning, canopy, or other fabric, plastic, or structural protective cover over a door, entrance, or window of a building.

Sign, banner: A temporary sign, not exceeding thirty-two (32) square feet, made of fabric or other flexible material, suspended from a fixed structure, rope, wire, string, or cable. Banner signs are for the advertising of a special event, product, or group and are not to be displayed for a period of more than thirty (30) consecutive days, and not more than sixty (60) days total in a calendar year. (Ord. 12-16-15)

Sign, business: A sign which directs attention to a product, commodity, or service available on the premises including professional offices or institutional use.

Sign, canopy: A type of wall sign that is attached to the fascia of a canopy.

Sign, construction: A temporary sign that identifies an architect, engineer, contractor, subcontractor, or material supplier who participates in construction on the property on which the sign is located. Such signs shall not exceed thirty-two (32) square feet in area and eight (8) feet in height, and may be erected once the land disturbance permit has been issued for the property and must be removed upon issuance of a final certificate of occupancy. (Ord. 12-16-15)

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Sign, directional: A sign, not to exceed four (4) square feet, providing on-premise directions for pedestrian and vehicular traffic including, but not limited to, entrance/exit signs, parking areas, loading zones, and circulation direction.

Sign, directory: A sign that lists the names, uses, or locations of the businesses or activities conducted within a building or group of buildings of a development.

Sign, electronic message: A monument sign or portion thereof in which the copy is composed of a series of lights that may be changed through electronic means. The total area of the electronic message display area for such signs shall not exceed thirty percent (30%) of the total area of the sign area permitted for that site.

Sign, estate: An on-premise sign that identifies the name, occupant, and/or street address of a private residence, property, or farm. Such signs shall not exceed nine (9) square feet.

Sign face: The area or display surface used for the message.

Sign, flashing: An illuminated sign of which all or part of the illumination is flashing or intermittent, or changing in degrees of intensity, brightness or color. Electronic message signs that meet the requirements this Article and Section 22-15 shall not be considered flashing signs.

Sign, freestanding: A sign anchored directly to the ground or supported by one or more posts, columns, or other vertical structures or supports, and not attached to or dependent for support from any building.

Sign, home occupation: A sign containing only the name and occupation of a permitted home occupation on the premises.

Sign, illuminated: A sign, or any part of a sign, which is externally or internally illuminated or otherwise lighted from a source specifically intended for the purpose of such illumination or lighting.

Sign, inflatable: Any display capable of being expanded by air or other gas and used on a permanent or temporary basis to advertise a product or event.

Sign, monument: A sign affixed to, and made an integral part of, a structure built on grade that does not involve the use of poles as its major support.

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Sign, moving: A sign, any part of which moves by means of an electrical, mechanical, or other device, or that is set in motion by wind.

Sign, nonconforming: A sign lawfully erected and maintained prior to the adopting of this ordinance that does not conform with the requirements of this ordinance.

Sign, off-premise: A sign that directs attention to a business, product, service or establishment, conducted, sold or offered at a location other than the premises on which the sign is erected.

Sign, on-premise: Any sign identifying or advertising a business, person, property, activity, goods, products, or services, located on the premises where the sign is installed and maintained.

Sign, pennant: A sign, with or without a logo, made of flexible materials suspended from one or two corners, used in combination with other such signs to create the impression of a line, such as streamers.

Sign, political: A temporary sign expressing or implying the opinion or opinions of an individual or group intended to influence the election or appointment of government officials and/or to influence the actions, policies and /or conduct of government. (Ord. 10-18-00; Ord. 12-16-15)

Sign, portable: A sign that is not permanently affixed to the ground or to a permanent structure, or a sign that can be moved to another location including, but not limited to, signs with attached wheels, signs mounted upon or applied to a trailer, or signs mounted on or applied to a vehicle that is parked and visible from the public right-of-way.

Sign, projecting: A sign, attached to and supported by a building or wall, that projects out perpendicularly from that wall more than twelve inches (12") but not more than four feet (4').

Sign, public: A sign that is erected and maintained by a federal, state, or local government agency.

Sign, real estate: A sign pertaining to the sale or lease of the premises on which the sign is located. Such signs shall not exceed nine (9) square feet.

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Sign, roof: A sign that is mounted on the roof of a building or which extends above the top edge of the wall of a flat-roofed building, above the eave line of a building with a hip, gambrel, or gable roof, or the deck line of a building with a mansard roof.

Sign structure: The supports, uprights, bracing and/or framework of any structure, be it single-faced, double-faced, v-type or otherwise exhibiting a sign.

Sign, subdivision: A monument sign erected at the entrance of a residential, commercial, or industrial development that identifies the development.

Sign, temporary: A sign for the advertising of a special event, product, group, occurrence, speaker, program or seasonal activity and not intended or designed for permanent display, including by way of example and not limitation, signs advertising an event, election, or campaign of an educational, political, religious, civic, philanthropic or historical organization. Temporary signs shall be posted a reasonable time before, but in no event greater than sixty (60) days prior to such event, as defined herein, and shall be removed a reasonable time after, but in no event greater than ten (10) days after such event, as defined herein. Temporary signs shall be of reasonable size and no larger than the largest permitted signs in the zoning district, unless otherwise specified in this Code. (Ord. 12-16-15)

Sign, temporary directional: A temporary sign directing individuals to the location of a special event or gathering. (Ord. 12-16-15)

Sign, temporary subdivision advertising: A sign erected on a parcel or at the entrance to a residential, commercial, or industrial subdivision that identifies the name of the development and advertises for sale lots within the development. Such signs shall be permitted for six (6) month increments, with a letter requesting renewal from the applicant for additional six (6) month increments and to be removed upon issuance of a permit for the placement of a permanent subdivision sign.

Sign, wall: A sign mounted flat against, or painted on, the exterior wall of a building or structure and not projecting more than twelve inches (12") from the surface of the building, unless on the mansard portion of a roof.

Sign, warning: A sign located on a property for warning or prohibitions on parking, trespassing, hunting, fishing, swimming, or other activity. (Ord. 12-16-15)

Sign, window: A permanent or temporary sign affixed to the interior or exterior of a window or door, or within three feet (3') of the interior of the window or door; provided that

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the display of goods available for purchase on the premises is not a window sign. Such signs shall not exceed twenty-five percent (25%) of the total area of the window or door on which it is located.

Sketch plan: An informal conceptual map of a proposed subdivision or site plan of sufficient accuracy to be used for the purpose of discussion.

Slaughterhouse: A commercial facility where livestock is slaughtered, processed, and prepared for distribution to butcher shops or retail establishments such as grocery stores.

Small Home Industry: Small commercial, professional, or light industrial uses which do not in any way detract from adjacent agricultural or residential uses and while clearly excluding large scale industrial and commercial uses and that are located within the same parcel as the residence of the owner and within 500 feet of said residence.

Solid Waste Material Recovery Facility: A solid waste management facility which may receive municipal solid waste and recyclables from off premises for processing and consolidation and shipment out of the county for further processing or disposal.

Solid Waste Collection Facility: Any storage or collection facility which is operated as a relay point for recyclables or municipal solid waste which ultimately is to be shipped for further processing or disposal. No processing of such items occurs at such facility.

Source shielded illumination: A source of illumination shielded to prevent direct viewing of the light source, including bulbs, lenses or any portions thereof. The only light that can be seen is that reflected from the sign.

Special use permit: A permit issued by the governing body for a use which is only permitted upon such permit; a special exception. See Article 17 of this chapter.

Specified anatomical areas:

(1) Less than completely and opaquely covered: human genitals, pubic region, buttock, and female breast below a point immediately above the top of the areola; or

(2) Human male genitals in a discernibly turgid state, even if completely and opaquely covered.

Specified sexual activities: Human genitals in a state of sexual stimulation or arousal or acts of human masturbation, sexual intercourse, sodomy, or fondling or other erotic touching of human genitals, pubic region, buttock or female breast.

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Storage, outside: The keeping of equipment, vehicles, implements or materials of any kind in a setting other than a completely enclosed structure. Outside storage shall not include outside display.

Storage yard: The use of any space, whether inside or outside a building, for the storage or keeping of construction equipment, machinery, vehicles or parts thereof, boats and/or farm machinery.

Story: That portion of building, other than the basement, included between the surface of any floor and the surface of the floor next above it. If there is no floor above it, the space between the floor and the ceiling next above it.

Story, half: A space under a sloping roof, which has the line of intersection of roof decking and wallface more than three feet (3') above the floor level, and in which space not more than two-thirds (2/3) of the floor area is finished for use.

Stream, intermittent: A natural stream or portion of a natural stream containing flowing water during certain times of the year, when groundwater provides water for stream flow. During dry periods, intermittent streams may not have flowing water. Runoff from rainfall is a supplemental source of water for stream flow. Such streams are defined as a dotted blue line on the 1:24,000 USGS topographic maps.

Stream, natural: A non-tidal waterway that is part of the natural topography, which typically maintains a continuous, seasonal, or intermittent flow during the year, and which is characterized as being irregular in cross-section with a meandering course. A constructed channel such as a drainage ditch or swale is not a natural stream.

Stream, perennial: A natural stream or portion of a natural stream containing flowing water year-round during a year of normal precipitation. The water table is located above the stream bed for most of the year. Groundwater is the primary source of water for stream flow. Runoff from rainfall is a supplemental source of water for stream flow. Such streams are defined as a solid blue line on the 1:24,000 USGS topographic maps.

Street (road): Any vehicular way that: (1) is an existing state roadway; (2) is shown upon a plat approved pursuant to the subdivision ordinance that is duly filed and recorded.

Structure: Anything constructed or erected, the use of which requires permanent location on the ground, or attachment to something having a permanent location on the ground. This includes, among other things, dwellings and buildings, etc.

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Structure, main: A building in which is conducted the principal use of the lot.

Studio, fine arts: A building, or portion thereof, used as a place of work by a sculptor, artist, or photographer; or used as a place to exhibit and offer for sale works of the visual arts (other than film).

Subdivider: Any individual, partnership, corporation or other entity or association thereof owning or having an interest in land, or representing the owners of any land and proposing to subdivide such land.

Subdivision: The division or redivision of a lot, tract, or parcel of land by any means into two or more lots, tracts, parcels, or other divisions of land, including changes in existing lot lines for the purpose, whether immediate or future, of lease, transfer, or ownership, or building or lot development. The term shall include the resubdivision of land.

Subdivision Agent: The individual appointed and authorized by the Fluvanna County Board of Supervisors to administer and enforce this Chapter.

Subdivision, family: A single division of a lot or parcel for the purpose of a gift or sale to any natural or legally defined offspring, spouse, sibling, grandchild, grandparent, or parent of the property owner.

Subdivision, major: The division of a parcel of land into six (6) or more lots, and not a family subdivision. A subdivision shall be deemed to be a major subdivision if the parcel from which such subdivision is divided was, within five (5) years next preceding the application, divided into an aggregate of five or more lots or divided in such a way as to create a new public or central water or sewer system or one or more public streets.

Subdivision, minor: Any division of a parcel of land creating fewer than six (6) lots, and not a family subdivision.

Substantial damage: Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed fifty percent (50%) of the market value of the structure before the damage occurred. (Ord. 6-17-15)

Substantial improvement: Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds fifty percent (50%) of the market value of the structure before the start of construction of the improvement. This term includes structures which have incurred substantial damage regardless of the actual repair work performed. The term does not, however, include either: (1) any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which

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are the minimum necessary to assure safe living conditions, or (2) any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure.

Taxidermist: Establishments for conducting the business of preparing, stuffing, and mounting the skins of animals to make them appear life-like.

Telecommunications facility: A tower, pole or similar structure, 125 feet or greater in height, that transmits and/or receives electromagnetic signals for the purpose of transmitting analog or digital voice or data communications. Includes antennas, microwave dishes, horns, and all equipment and structures necessary to support said equipment.

Traffic impact study: A report analyzing anticipated roadway conditions.

Trailer: See *Manufactured home*.

Transportation terminal: A facility for loading, unloading, and interchange of passengers, baggage, and incidental freight or package express between modes of ground transportation, including bus terminals, railroad stations, and public transit facilities.

Travel trailer: A vehicular, portable structure built on chassis and designed to be used for temporary occupancy for travel, recreational or vacation use; with the manufacturer's permanent identification "travel trailer" thereon; and when factory equipped for the road. See *Recreational vehicle*.

Tree canopy: All areas of coverage by plant material exceeding ten feet (10') in height at a maturity of ten (10) years after planting, in accordance with Article 24: Landscaping and Tree Protection of this Chapter.

Tree, evergreen: A tree with foliage year-round, planted primarily for screening or ornamental purposes, which attains a mature height of at least fifteen feet (15').

Tree, large shade: A tree, usually deciduous, planted primarily for overhead canopy, which attains a mature height of at least forty feet (40').

Tree, mature: An existing tree with a diameter at breast height (DBH) of twelve inches (12") or greater, which is in healthy condition as determined by a certified landscape architect or arborist.

Tree, medium shade: A tree, usually deciduous, planted primarily for overhead canopy, which attains a mature height of twenty-five feet (25') to forty feet (40').

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Tree, ornamental: A tree, either single-stemmed or multi-stemmed, noted for its flowers, leaves, bark, form, shape, and/or other aesthetic characteristics, which attains a mature height of ten feet (10') to thirty feet (30').

Tree, street: A shade tree planted along an existing or proposed public street, either within the right-of-way itself or within a landscape strip continuous to such right of way.

Truck terminal: A facility for the receipt, transfer, short-term storage, and dispatching of good transported by truck. Included in the use type would be express and other mail and package distribution facilities, including such facilities operated by the U.S. Post Office.

Underground utilities: The placement of electric, telephone, cable, and other utilities customarily carried on poles in underground vaults or trenches.

Upholstery shop: A business that repairs and replaces upholstery to household and office furnishings.

Utility: All lines and facilities related to the provision, distribution, collection, transmission, or disposal of water, storm and sanitary sewage, oil, gas, power, information, telecommunication and telephone cable, and includes facilities for the generation of electricity.

Utility, Major: Facilities for the distribution, collection, treatment, production, transmission and generation of public, private and central utilities including, but not limited to, transmission lines, production plants, electrical substations, pumping stations, treatment facilities, information and communication facilities. (Ord. 12-16-15)

Utility, Minor: Facilities for the distribution and collection of public, private and central utilities including poles, lines, transformers, pipes, meters, information and communication distribution lines. (Ord. 12-16-15)

Variance: A variance is a reasonable deviation from the provisions of the zoning ordinance regulating the size or area of a lot or parcel of land, or the size, area, bulk or location of a building or structure when the strict application of the ordinance would result in unnecessary or unreasonable hardship to the property owner, and such need for a variance would not be shared generally by other properties, and provided such variance is not contrary to the intended spirit and purpose of the ordinance, and would result in substantial justice being done. It shall not include a change in use which change shall be accomplished by a rezoning or by a conditional zoning. (Ord. 12-16-15)

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Vehicle trip: A motor vehicle moving from an origin point to a destination point.

Vending cart: The vending of food, beverages, or merchandise from a movable stand or trailer that is located as an accessory use on the same lot as a permitted use.

Veterinary office: An establishment for the care and treatment of animals and where the boarding of said animals is prohibited except when necessary in the medical treatment of the animal.

Video-viewing booth or arcade booth, adult: An enclosure designed for occupancy by no more than five persons, used for presenting motion pictures or viewing publications by any photographic, electronic, magnetic, digital, or other means or media, or live performances or lingerie modeling, for observation by patrons therein. See *Entertainment establishment, adult* use.

Village: A small, compact center of predominantly residential character but with a core of mixed-use commercial, residential, and community services whether or not incorporated as a municipality.

Warehouse, wholesale: Facilities for the display, storage, and sale of goods to other firms for resale, as well as activities involving significant movement and storage of products or equipment, including moving and storage facilities, warehouses, storage activities, and distribution centers.

Watercourse: A lake, river, creek, stream, wash, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur.

Woodstorage, temporary: A lot utilized for the temporary (30, 60 or 90 days) storage/loading of forestry products transported from some other location. (Ord. 12-16-15)

Yard: An open space on a lot other than a court unoccupied and unobstructed from the ground upward by structures except as otherwise provided herein.

Front: An open space on the same lot as a building between the front line of the building (excluding steps and ramps affording pedestrian and wheelchair access) and the front line and the rear line of the lot and extending the full width of the lot.

ZONING

7-6-16

Rear: An open, unoccupied space on the same lot as a building between the rear line of the building (excluding steps and ramps affording pedestrian and wheelchair access) and the rear line of the lot, and extending the full width of the lot.

Side: An open, unoccupied space on the same lot as a building between the side line of the building (excluding steps and ramps affording pedestrian and wheelchair access) and the side line of the lot, and extending from the front yard line to the rear yard line.

Zoning Administrator: The official charged with the enforcement of the zoning ordinance. The administrator may be any appointed or elected official who is by formal resolution designated to the position by the governing body. The administrator may serve with or without compensation as determined by the governing body.

Zoning district: A division of territory within Fluvanna County for the purposes of regulation of its use under the provisions of this Chapter.

Zoning permit: Any permit issued by the zoning administrator in accordance with this ordinance.
(Ord. 6-19-96; Ord. 10-18-00; Ord. 9-17-08; Ord. 10-15-08; Ord. 10-21-09; Ord. 6-16-10; Ord. 11-3-10; Ord. 8-1-12; Ord. 11-20-12; Ord. 12-16-15)

Article 23. Site Development Plans.

Sec. 22-23-1. Statement of intent.

The intent of this Article is to encourage harmonious development with the surrounding properties in accordance with the guidelines as provided in the comprehensive plan, the requirements of the Zoning Ordinance, and the requirements of other local and state ordinance and policies pertaining to the physical development of a site. This Article will serve to protect valuable resources within Fluvanna County, including unique natural features, historic sites, and significant view; to protect the environment, and to maintain the carrying capacity of the land, including, among other things, the protection of wetland, steep slopes, and other environmentally sensitive areas; to provide safe and convenient vehicular and pedestrian circulation; to provide adequate police and fire protection, water, sewerage, flood protection; and otherwise to protect the health, safety and welfare of the citizens of Fluvanna County.

Sec. 22-23-2. When required.

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

TAB I

Meeting Date: May 17, 2017

AGENDA TITLE:	FY17 Supplemental Budget Appropriation for CSA Purchase of Services				
MOTION(s):	I move the Board of Supervisors approve a supplemental appropriation of \$780,902 for the FY17 CSA Purchase of Services Budget, with the local portion of funding of \$296,743 to come from Unassigned Fund Balance.				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Mary Anna Twisdale, CSA Coordinator				
PRESENTER(S):	Mary Anna Twisdale, CSA Coordinator				
RECOMMENDATION:	Staff recommends the Board of Supervisors approve this request for additional funds to be used to cover the local portion of funding for CSA Purchase of Services.				
TIMING:	Routine				
DISCUSSION:	The CSA budget is over-budget. Local funds will account for approximately 38% of the total CSA Purchase of Services budget and the State pool covers the remaining 62%. Currently, the CSA Purchase of Services budget is over-budget and projects the final FY17 amount to be approximately \$780,902. This over-budget balance changes daily as children come into the program, and as unused funds are released for services. The current CSA Purchase of Services budget is \$2,700,000. This supplemental appropriation would make the revised budget \$3,480,902.				
FISCAL IMPACT:	Increase the FY17 CSA Purchase of Services budget by \$780,902, of which \$296,743 is our local share to be funded from Unassigned Fund Balance and \$484,159 to be reimbursed to Fluvanna through the State pool reimbursement.				
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:	The Children's Services Act is a state-wide program which provides services to at-risk youth and their families.				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			



FY17 CSA Supplemental Funding Request

May 17, 2017

Mary Anna Twisdale, CSA Coordinator

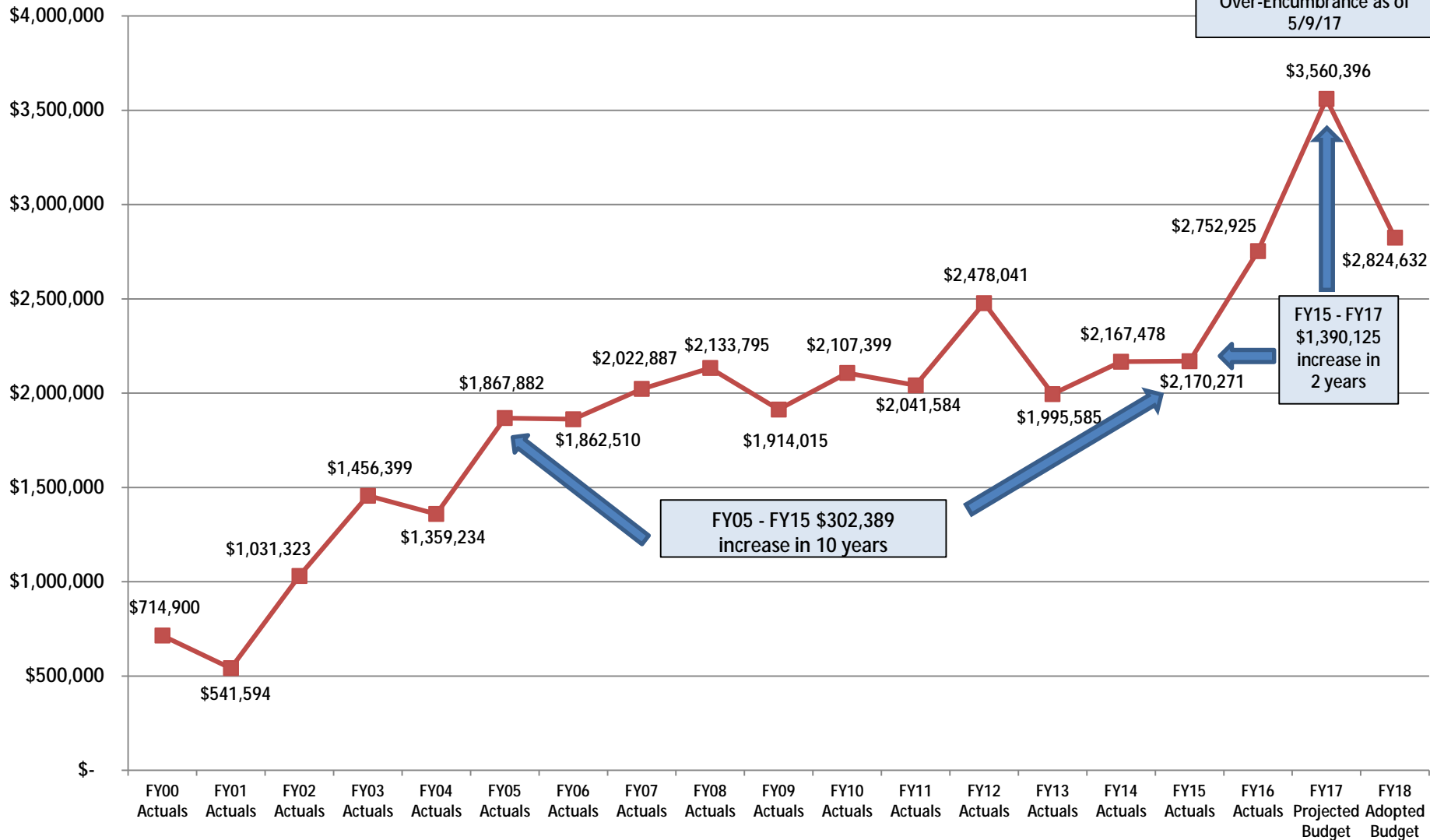


FY17 Budget

- **FY17 CSA Purchase of Services**
 - **Adopted Budget: \$2,700,000**
 - **Projected Budget: \$3,480,902**
- **CSA Purchase of Services is projected to be over budget by \$780,902**
 - **\$296,743 Local Share (Unassigned Fund Balance)**
 - **\$484,159 State Share**



CSA Expenditure History (Purchase of Services and CSA Admin) **



**** Average CSA Administration Expenditures FY10 - FY18 = \$86,317**



Service Increases

- Approximately one third (33%) of our clients account for two thirds (66%) of our costs.
- Fluvanna County CSA currently has 101 open cases.

	FY14 Actuals	Clients	FY15 Actuals	Clients	FY16 Actuals	Clients	FY17 Projected	Clients
Total CSA POS	\$2,083,865		\$2,087,931		\$2,665,322		\$ 3,480,902	
Private Day	\$ 486,375	14	\$ 861,610	25	\$ 1,114,091	21	\$ 1,037,049	19
Residential	\$ 1,065,268	21	\$ 671,864	12	\$ 925,722	11	\$ 1,368,264	14
Total Residential & Private Day Costs	\$1,551,643	35	\$1,533,474	37	\$2,039,813	32	\$ 2,405,313	33
% Residential & Private Day vs. Budget	74%		73%		77%		69%	



Vendor/School Costs

Daily Education Rates by School Per Student	FY14 Actuals	FY15 Actuals	FY16 Actuals	FY17 Projected	FY14 to FY17 Increase
VIA	\$ 338	\$ 365	\$ 376	\$ 388	12.89%
Lafayette	\$ 255	\$ 260	\$ 260	\$ 290	12.07%
Faison	\$ 230	\$ 235	\$ 245	\$ 250	8.00%
Elk Hill	\$ 150	\$ 190	\$ 195	\$ 200	25.00%



Fluvanna County Public Schools

- What are our options within the school system?
- What would the upfront costs be?
- How many students could be served?
- Would this reduce costs?



IACCT

- Independent Assessment, Certification and Coordination Team.
- As of July 1, 2017 Magellan has been contracted by Medicaid to determine medical necessity of residential placements.
- If Magellan denies services, Medicaid doesn't pay.
- The County is 100% responsible for costs if the services are approved by FAPT/CPMT and denied by Magellan.



Questions?

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB J

MEETING DATE:	May 17, 2017				
AGENDA TITLE:	FY17 CIP Fiber Network Project Supplemental Appropriations				
MOTION(S):	<p>#1: I move the Board of Supervisors approve a supplemental appropriation of \$9,778 from Unassigned Fund Balance to the FY17 CIP for the Schools Fiber Network Project.</p> <p>#2: I move the Board of Supervisors approve a supplemental appropriation of \$43,500 from Unassigned Fund Balance to the FY17 CIP for the County Fiber Network Project.</p>				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Josh Gifford, FCPS IT Director Andrew Notman, County IT Director Marty Brookhart, Management Analyst Eric Dahl, Deputy County Administrator / Director of Finance Chuck Winkler, FCPS Superintendent				
PRESENTER(S):	Eric Dahl, Deputy County Administrator / Director of Finance				
RECOMMENDATION:	I recommend approval of the motion as stated above.				
TIMING:	Effective Immediately				
DISCUSSION:	<ul style="list-style-type: none"> • On December 20, 2016 the Board of Supervisors approved a carryover of Fluvanna County Public Schools FY16 unexpended budget in the amount of \$430,222 to the FY17 CIP budget for the Schools Fiber Network Project. The schools project cost was a working estimate at the time. The Board also directed staff to research the cost to run fiber to other county-owned facilities. • On January 18, 2017 Mr. Gifford with FCPS presented to the Board of Supervisors the <u>estimated</u> project costs to add other county-owned facilities to the Fiber Network Project. The Board of Supervisors considered the extra cost and agreed to direct the Schools to include the county facilities in the IFB (Invitation for Bid) for the Fiber Project. <p>Now that the IFB process is complete, the project costs for both portions of the project are known. <u>The Schools portion of the project will cost \$440,000 and the County portion will cost \$43,500.</u></p> <p>The supplemental appropriations above are requested to cover the remaining cost of the Schools project and to cover the entire cost of the County project.</p>				

	<ul style="list-style-type: none"> The total for the Schools portion of the Fiber project is \$440,000, less E-rate funding that if approved would supplement 60% of the total or approximately \$264,000, in addition to a VPSA match and additional E-rate match totaling \$88,000. This would put the schools project net total cost at \$88,000. The total to run County Fiber from the Administration Building to the Library is \$11,000. This is also eligible to apply for E-rate funding that would supplement 60% of the total, approximately \$6,600. This would put the Library project net total cost at \$4,400. The total to run Fiber from the Administration Building to each of the Sheriff's Department, Palmyra Fire Station, and Social Services Building will total \$32,500 and is not eligible to apply for E-rate funding. E-rate funding for the schools and library project are not guaranteed, but there is a very high probability that funding for both of these projects would be approved, due to modernization and investment in connectivity for data, voice and video infrastructure. 				
FISCAL IMPACT:	Approval of the motions as stated above will increase the FY17 CIP (Fiber Projects) revenues and expenditures by \$9,778 for the Schools Project and \$43,500 for the County Project.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	On 12/20/2016 the Board Approved the Fluvanna County Public Schools carryover request of FY16 unexpended budget in the amount of \$430,222.				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB K

MEETING DATE:	May 17, 2017				
AGENDA TITLE:	County Self-Provisioned Fiber Project Contract				
MOTION(s):	I move the Board of Supervisors approve the contract between the County of Fluvanna, Virginia, and Computer Cabling & Telephone Services, Inc., for self-provisioned fiber construction installed between county buildings in the amount of \$43,500.00 and further authorize the County Administrator to execute the agreement subject to approval as to form by the County Attorney.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		XX			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Cyndi Toler, Purchasing Officer; Andy Notman, Director of Information Technology				
PRESENTER(S):	Cyndi Toler				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	<ul style="list-style-type: none"> • In February 2017, the Fluvanna County School Board issued an IFB (Invitation for Bid) for varying types of fiber installation between all school buildings. As part of that IFB they included County Buildings as directed by the Board of Supervisors in order to save the county from having lines dug again to put in their own fiber. • In April 2017, they received one proposal for Self-Provisioned Fiber from Computer Cabling & Telephone Services, Inc. <ul style="list-style-type: none"> ○ The total for the Schools portion of the Fiber project is \$440,000, less E-rate funding that if approved would supplement 60% of the total or approximately \$264,000, in addition to a VPSA match and additional E-rate match totaling \$88,000. This would put the schools project net total cost at \$88,000. ○ The total to run County Fiber from the Administration Building to the Library is \$11,000. This is also eligible to apply for E-rate funding that would supplement 60% of the total, approximately \$6,600. This would put the Library project net total cost at \$4,400. ○ The total to run Fiber from the Administration Building to each of the Sheriff's Department, Palmyra Fire Station, and Social Services Building will total \$32,500 and is not eligible to apply for E-rate funding. • E-rate funding for the schools and library project are not guaranteed, but there is a very high probability that funding for both of these projects would be approved, due to modernization and investment in connectivity for data, voice and video infrastructure. • The motion above is only for the County's portion of the Self-Provisioned 				

	Fiber Project Contract. • The Fluvanna County School Board will take action on their portion of the contract at their School Board meeting on May 10, 2017.				
FISCAL IMPACT:	For the Schools project: ○ \$440,000 cost up front, with the likelihood of receiving \$352,000 back from the E-rate reimbursements and VPSA matching funds. For the County project: ○ \$43,500 cost up front, with the likelihood of receiving \$6,600 back from the E-rate reimbursement for the Library.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Contract				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X	X	X		X- IT

**CONTRACT BETWEEN THE COUNTY OF FLUVANNA AND COMPUTER CABLING
& TELEPHONE SERVICES, INC., FOR BROADBAND TRANSPORT (NO ISP
SERVICE INCLUDED) AND SELF-PROVISIONED FIBER CONSTRUCTION FOR
DELIVERY OF AREA WIDE NETWORK SERVICES**

This Contract for **BROADBAND TRANSPORT (NO ISP SERVICE INCLUDED) AND SELF-PROVISIONED FIBER CONSTRUCTION FOR DELIVERY OF AREA WIDE NETWORK SERVICES** (collectively with all exhibits hereto, the "Contract") dated this ____ day of _____, 2017 is between the **COUNTY OF FLUVANNA** (the "County"), a political subdivision of the Commonwealth of Virginia, and **COMPUTER CABLING & TELEPHONE SERVICES, INC.** ("Contractor"), a Virginia corporation, and is binding among and between these parties as of the date of the County's signature. The parties hereto agree as follows:

1. PURPOSE AND EXHIBITS: The Contractor shall provide all those broadband transport (no ISP service included) and self-provisioned fiber construction for delivery of area wide network services (the "Services", being more specifically defined herein) for those County and Library locations as more specifically set forth in the following: (i) the Invitation for Bid, Fluvanna County Public Schools Broadband Project issued February 10, 2017, IFB # 2017-0124, as amended by that Addendum #001 dated March 17, 2017 (collectively with all exhibits and attachments thereto and as amended, the "IFB"), which IFB is included in the Contractor's Proposal, as defined below; and (ii) the Contractor's Proposal in response to the IFB dated April 13, 2017 (collectively with all exhibits and attachments thereto the "Proposal"), which Proposal is attached hereto as **Exhibit 1** and made a material part of this Contract. The construction, labor, services, work, materials and other provisions and requirements of the IFB for installation and other services related generally to the broadband services requested and specifically to "self-provisioned fiber" as described in Section 2.4.5. of Attachment A to the IFB and the Proposal for the County Locations (described in the IFB, Attachment A, Section 1.4; and in the Proposal, Attachment A Pricing Worksheets for Connections, parts 5, 6 and 7) and the Library Locations (described in the IFB, Attachment A, Section 1.3; and in the Proposal, Attachment A Pricing Worksheets for Connections, parts 5, 6 and 7) are hereinafter collectively referred to as the "**Services**". The Services must be furnished by Contractor in a good and workmanlike manner and so as to pass without exception in the trade and so as to meet or exceed all applicable industry standards, all requirements, provisions and conditions of the IFB and Proposal.

2. SCOPE OF WORK: The IFB and Proposal set out in detail the scope of work for the Services including the requirements and obligations of Contractor related to performing the Services generally and those for the self-provisioned fiber specifically at the County Locations and the Library Locations. All Services must comply with any and all general terms, provisions or requirements of the IFB, including without limitation, the "Special Terms and Conditions" and the "General Terms and Conditions" of the IFB, Attachment A "Project Specifications" of the IFB and specifically, Section 2.4.5, Section 2.4.6, Section 3 (inclusive of Sections 3.1 to 3.13 and all subsections thereof), and Section 5 (inclusive of Sections 5.1 to 5.3 and all subsections thereof) thereof. In the event that the Proposal conflicts with the IFB, the IFB shall control. All Services shall comply in all respects with any and all erate requirements of any kind. As described supra, the County requests that the Services for construction and related

work for installation of self-provisioned fiber as described in the IFB, with specific reference to Section 2.4.5. of Attachment A to the IFB, and the Proposal for the County Locations (described in the IFB, with specific reference to Attachment A, Section 1.4; and in the Proposal, with specific reference to Attachment A Pricing Worksheets for Connections, parts 5, 6 and 7 as "Construction Costs at County Admin building (datacenter) for remote County facilities", "From County datacenter to Social Services", "From County datacenter to Palmyra Fire Station", "From County datacenter to Fluvanna County Sheriff's Office", "Construction costs to demarcation in County Admin building (datacenter) for remote County facilities", "Construction Costs to demarcation in Social Services", Construction costs to demarcation in Palmyra Fire Station", and "construction Costs to Demarcation in Fluvanna County Sheriff's Office") and the Library Locations (described in the IFB, with specific reference to Attachment A, Section 1.3; and in the Proposal, Attachment A Pricing Worksheets for Connections, parts 5, 6 and 7 as "Construction Costs at County Admin building (datacenter) for Library", "From County datacenter to Fluvanna County Public Library", "Construction costs to demarcation in County Admin building (datacenter) for Library", "Construction costs for demarcation in Fluvanna County Public Library"). The Services must be furnished by Contractor in a good and workmanlike manner and so as to pass without exception in the trade and so as to meet or exceed all applicable industry standards, all requirements, provisions and conditions of the IFB and Proposal.

3. TIME FOR COMPLETION: All Services must be completed in accordance with this Contract on or before June 15, 2018 in conformance with Section 6 of the IFB. Time being of the essence. The date that all Services, including all material, items, and equipment, are installed, operational and in compliance with this Contract, the IFB and the Proposal to the satisfaction of the County is the "**Completion Date**".

4. PRICING: Consistent with the Pricing Worksheets for Connections Parts 5, 6, and 7, the Contractor shall receive a flat fee of FORTY-THREE THOUSAND FIVE-HUNDRED and NO/100 (\$43,500.00), being comprised of \$11,000.00 for the Services at the Library Locations and \$32,500.00 for the Services at the County Locations, which shall be payable by the County upon proper invoice by the Consultant as described herein. The Contractor will be paid within forty-five (45) days of receipt of a valid invoice following the Completion Date. Any payments shall be made in accordance with Section 47 "Payment" of the General Terms, defined below in Section 8, and in no event, shall Contractor be paid prior to the Completion Date of the Services as defined in Section 3 supra. The flat fee includes all fees, costs and charges of any kind to perform all the Services, including supplying at its own cost and expense any necessary tools, equipment or materials, necessary or desirable for completion of the task specified, and all administration, transportation or other costs of any kind.

5. NOTICES: The legal address for the County and for the Contractor and the addresses for delivery of Notices and other documents related to the administration of this Contract are as follows:

ATTN: Ms. Cyndi Toler
County of Fluvanna
P.O. Box 540
Palmyra, VA 22963

Telephone: (434) 591-1930
Facsimile: (434) 591-1911
Email: ctoler@fluvanna.org

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

Contractor:
Computer Cabling & Telephone Services, Inc.
Attn: Mr. Daniel M. Beam, President
3445 Lake Pointe Drive
Rockingham, VA 22801
Telephone: (540) 437-4201
Facsimile: (540) 564-2401

6. ADDITIONAL TERMS:

The County of Fluvanna General Terms, Conditions and Instructions to Bidders and Contractors (the "General Terms") are attached hereto as **Exhibit 2** and incorporated herein by reference and made a material part of this Contract. Where any of the provisions of the General Terms directly conflicts with any of the provisions of this Contract, this Contract shall control.

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

[Signature page to follow.]

In witness hereof the undersigned duly authorized representatives have executed this Contract on the dates set forth beside their respective signatures:

Contractor:		County:	
Computer Cabling & Telephone Services, Inc., A Virginia corporation		County of Fluvanna, a political subdivision of the Commonwealth of Virginia	
By: _____	Date: _____	By: _____	Date: _____
Name: _____		Name: _____	
Title: _____		Title: _____	

APPROVED AS TO FORM:

Fluvanna County Attorney, by Kristina M. Hofmann, Assistant County Attorney

THE CINCINNATI INSURANCE COMPANY

Bid Bond

CONTRACTOR (Name, legal status and address):

Computer Cabling & Telephone Services, Inc.
3445 Lake Pointe Drive
Rockingham VA 22801

SURETY (Name, legal status and principal place of business):

THE CINCINNATI INSURANCE COMPANY
6200 S. GILMORE ROAD
FAIRFIELD, OHIO 45014-5141

OWNER (Name, legal status and address):

Fluvanna County Public Schools
14455 James Madison Highway
Palmyra VA 22963

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT:

Five Percent (5%) of the Bid Amount

PROJECT (Name, location or address, and Project number, if any):

Combination School, Library, and County Fiber Project - Connect two libraries, six school properties and four county facilities. Total of ten (10) miles of fiber backbone.

Project Number, if any:

IFB 2017-0124

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond the sixty (60) days.

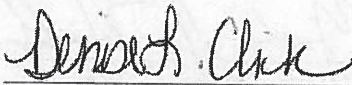
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

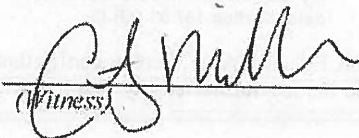
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 13th

day of April

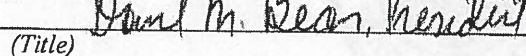
2017


(Witness)


(Witness)

Computer Cabling & Telephone Services, Inc.

(Principal)



(Title)

Daniel M. Beam, President

THE CINCINNATI INSURANCE COMPANY

(Surety)

(Seal)


(Title)

Marissa G. Armstrong, Attorney-in-Fact

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

V. Eugene Diener; Marissa G. Armstrong; Troy L. Suter; John K. Stauff;

Timothy F. Colligan; Charity A. Jones and/or Terri Carrier

each in their separate capacity, of Harrisonburg, Virginia its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to

Twenty Million and No/100 Dollars (\$20,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 1st day of October, 2015.



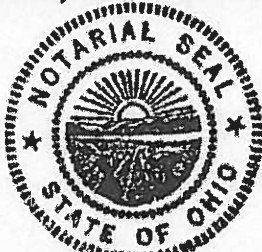
THE CINCINNATI INSURANCE COMPANY

Stephen A. Jester

Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 1st day of October, 2015, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration
date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this 13th day of April, 2017.



Scott R. Boen

Secretary

FLUVANNA COUNTY PUBLIC SCHOOLS

14455 JAMES MADISON HIGHWAY

PALMYRA, VIRGINIA 22963 – 4136

(434) 589 – 8208 Fax: (434) 589 – 2248

ADDENDUM # 001

From: Edward Breslauer, Director of Finance

Date: March 17, 2017

Subject: Solicitation IFB 2017 – 0124 Fluvanna County Public Schools
Broadband Project**This is to announce an important change to this Solicitation.****CHANGE:** Adds Section 7.19.1 that clarifies that the requirement for Performance and Payment Bonds applies only to responders providing a proposal that includes a "self-provision" component. This new Section 7.19.1 appears as follows:

7.19.1 The requirement for Performance and Payment Bonds contained in Section 7.19 applies only to responders providing a proposal that includes a "self-provision" component.

Please sign and date this Addendum below and **return the original with your proposal packet.**

I, the undersigned, hereby acknowledge receipt of this Addendum #001 for Solicitation 2017 – 0124.	
SIGNED: <i>Daniel M. Boam, Pres</i>	FIRM NAME: <i>Computer Cabling & Telephone Services, Inc.</i>
PRINTED: <i>Daniel M. Boam, Pres</i>	DATE: <i>4/12/17</i>



FLUVANNA COUNTY PUBLIC SCHOOLS



INVITATION FOR BID

ISSUE DATE: February 10, 2017

IFB #: 2017-0124

TITLE: Fluvanna County Public Schools Broadband Project

Sealed Bids will be received until April 14, 2017 at 2:00 p.m. local prevailing time for furnishing items and/or services described herein. Facsimile and/or electronic bids will not be accepted.

Any Changes and/or Addenda to this solicitation will be posted on the Virginia Department of General Services eVA website located at: <https://eva.virginia.gov/>, and the Fluvanna County Public Schools' Finance Department's solicitation page <http://www.fluco.org/finance-solicitations/>. Bidders are responsible for checking these Websites prior to bid submission. *Failure to acknowledge all addenda may result in declaration of your bid as non-responsive.*

All inquiries for information regarding Bid Submission requirements or Procurement Procedures should be directed to:

Edward Breslauer, Director of Finance

Phone: (434) 589-8208 Fax: (434) 589-7256, E-Mail: ebreslauer@apps.fluco.org

BIDS MAILED SHALL BE SENT DIRECTLY TO:	BIDS HAND DELIVERED AND/OR EXPRESS COURIER SERVICES SHALL BE SENT TO:
Fluvanna County Public Schools IFB # 2017-0124 Attn: Director of Finance 14455 James Madison Highway Palmyra, VA 22963	Fluvanna County Public Schools IFB # 2017-0124 Attn: Director of Finance 14455 James Madison Highway Palmyra, VA 22963

FCPS does not discriminate against faith-based organizations in accordance with the Code of Virginia, Section 2.2-4343.1 or against any Bidder or Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

In Compliance With This Invitation For Bid and To All The Conditions Imposed Herein, The Undersigned Offers and Agrees To Provide The Goods/Services At The Prices Indicated In The Pricing Schedule.

Name And Address Of Firm:

Computer Cabling + Telephone Services, Inc.
 3445 Lake Pointe Dr.
 Rockingham, VA 22801

Date:

By:

Signature In Ink

Print/Type

Title

4/12/17
 Daniel M. Beam, Pres.
 Daniel M. Beam
 President
 Daniel.Beam@cotsi.com

Telephone:

Fax:

VA Class A
 Contractors
 License #

540-437-4201

540-564-2401

2705-0425924

E-Mail Address:

State Corporation Commission Identification Number (See Section 7.1):

0412751-0

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1. **PURPOSE:** Fluvanna County Public Schools, herein referred to as FCPS, Schools or Owner, in concert with Fluvanna County Library herein referred to Library, and Fluvanna County Government, herein County, have formed the Fluvanna County Consortium. The Fluvanna County Consortium wishes to compare Transport (No ISP Service Included), and self-provisioned fiber construction for delivery of Wide Area Network Services to various Fluvanna County facilities. The Purpose and Intent of this Invitation for Bid (IFB) is to establish an experienced and qualified offeror whose proposal is determined to be the most advantageous, "Best Value" to the Fluvanna County Consortium's Broadband Project, in accordance with the specifications, terms and conditions stated herein.
2. **BACKGROUND:** Fluvanna County Public Schools is located 20 miles southeast of Charlottesville, VA and 60 miles west of Richmond, Virginia.
3. **MANDATORY SITE VISIT:** Offerors who are responding MUST COMPLETE THE MANDATORY SITE VISIT. NO PROPOSALS WILL BE ACCEPTED FROM OFFERORS WHO DO NOT COMPLETE THE MANDATORY SITE VISIT. Site visits will be by appointment only during the normal business days between February 21, 2017 and March 24, 2017. Appointments can be scheduled through email or phone contact to the project manager Josh Gifford before 1:00 p.m. on March 17, 2017.
4. **CONTRACT ADMINISTRATION/PROJECT MANAGEMENT:** The following employees of FCPS are identified to use all powers under the contract to enforce its faithful performance:
 - 4.1. **CONTRACT ADMINISTRATOR:** As the Contract Administrator, the following individual, or his designee, shall serve as the interpreter of the conditions of the contract and shall use all powers under the contract to

enforce its faithful performance.

Edward Breslauer,
Director of Finance,
(434) 589-8208,
ebreslauer@apps.fluco.org

- 4.2. **PROJECT MANAGER:** The following individual shall work directly with the Contractor in scheduling and coordinating work, answering questions in connection with the scope of work, and providing general direction under the resulting contract:

Josh Gifford,
Director of Technology,
(434) 591-2061,
jgifford@apps.fluco.org

5. **SCOPE OF CONTRACT:** Fluvanna County consortium wishes to compare Transport (No ISP Service Included), and self-provisioned fiber construction for delivery of Wide Area Network Services to various Fluvanna County facilities.

- 5.1. The current Wide Area Network Services are provided via leased Ethernet or Microwave, but enhanced bandwidth fiber services are now required to support rapidly growing bandwidth needs and to meet the State Education Technology Directors Association standard recognized in the FCC Second E-rate Modernization order as the benchmark standard for bandwidth for school districts (or the American Library Association Standard for library bandwidth)
- 5.2. Service to FCPS and Library facilities will be e-rate eligible. The County facilities will participate in the installation projects but will be funded separately.
- 5.3. All costs allocated to FCPS, Library and County portions of

- the installation must be broken out individually.
- 5.4. The Transport option includes consideration for leased lit fiber, leased dark fiber, IRU and any other type of point-to-point broadband service delivered over a service provider or other third party owned network.
- 5.5. Service is expected to be delivered to the eleven (11) facilities at the locations listed in Attachment A "Project Specifications". All facilities are within a five mile radius.
- 5.6. At the specified sites, respondent must run and terminate infrastructure or service to an existing network closet rack designated by Fluvanna County Consortium
- 5.7. The routing of the fiber installation shall be via buried cable wherever possible, and the various transmission routes are indicated in Attachment A.
- 5.8. Any required submittals as indicated in the Specifications Section, (Attachment A) are due no later than seven (7) days after date of award.
- 5.9. Contractor shall obtain and pay for all applicable permits prior to beginning any work.
- 5.10. The Contractor shall request all applicable inspections as required by local, state and/or federal codes and regulations.
- 5.11. The Contractor shall arrange any inspections as may be required by a manufacturer in order to obtain the product warranty. Contractor shall be responsible to take any corrective actions required to successfully meet manufacturer's inspection requirements.
- 5.12. At the discretion of the FCPS Project Manager, any employee of the Contractor/ Subcontractor may be removed, with or without cause, from any project.
- 5.13. The Contractor shall designate a Job Manager who shall be on site during any work being performed. The Project Manager shall communicate to the Contractor through the Contractor's Job Manager.
- 5.14. The Contractor shall not act on requests or take direction from anyone except the designated Project Manager. Any additional work which is outside the scope of this contract, or any time extensions shall be approved by the Project Manager in writing prior to starting the work.
- 5.15. The Contractor shall provide sufficient protection for all structures at the site.
- 5.16. The Contractor shall maintain a sufficient supply of manpower and equipment to complete the project in a safe and timely manner.
- 5.17. Contractor shall make the areas safe at the end of each work shift.
- 5.18. The Contractor shall promptly remove from the premises all work and/or materials condemned by FCPS as failing to conform to the contract, whether incorporated or not, and the Contractor shall promptly replace and re-execute condemned work in accordance with the contract and without expense to FCPS and shall bear the expense of making good all work of other Contractor destroyed or damaged by such removal or replacement.

6. **WORK COMPLETION:** It is the intent of FCPS to make an award no later than April 28, 2017. Actual on-site work is to be scheduled to begin May 30, 2017 and coordinated with the Project Manager. The site will be available for work completion during the hours 8:00 a.m. to 4:00 p.m. Monday through Friday. Work completion outside these hours shall be arranged through the Project Manager. The time in which the Contractor agrees to complete the work is of the essence of the contract. The broadband project shall be successfully installed and all work completed by June 15, 2018. The time of completion will be a factor in making an award. **Bidder shall include with their bid response, a letter from the manufacturer(s) stating that delivery of construction material will allow for completion of project by the required substantial delivery date as noted.**

7. **SPECIAL TERMS AND CONDITIONS:**

- 7.1. **AUTHORITY TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA:** Any Bidder registered or organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or a registered limited liability partnership shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity as described in the Virginia Public Procurement Act (VPPA) § 2.2-4311.2. The proper legal name of the firm or entity, form of the firm (i.e. corporation, limited partnership, etc.) and the identification number issued to the Bidder by the State Corporation Commission must be written in the space provided on the bid submission form (cover page), Pricing Schedule, and Vendor Information Form. Any Bidder not required to be authorized to transact business in the Commonwealth of Virginia shall include in its proposal a

statement/documentation from their legal counsel describing why the Bidder is not required to be registered. Failure of a prospective and/or successful Bidder to provide such documentation shall be grounds for rejection of their proposal. For further information, refer to the Commonwealth of Virginia State Corporation Commission Web site at: www.scc.virginia.gov.

- 7.2. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that FCPS shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.

- 7.3. **AWARD OF CONTRACT:** The Purpose and Intent of this Invitation for Bid (IFB) is to establish an experienced and qualified offeror whose proposal is determined to be the most advantageous, "Best Value" to the Fluvanna County Consortium's Broadband Project. Fluvanna County Consortium's preference is for a self-provisioned fiber network if such can be accomplished within available funds. Fluvanna County Consortium will compare any proposals for a self-provisioned broadband network against the cost of Dark/Lit service to evaluate the total cost of ownership over a 10 to 20 year life of the fiber network. Preference will be given to the vendor that provides a comprehensive, cost effective solution for current specifications, future capacity requirements, and ongoing service and support that best meets the Consortium's needs. Award shall be made to the offeror whose proposal is determined

to be the most advantageous, "Best Value" after taking into consideration all of the evaluation factors set forth in the IFB. The award of a contract shall be at the sole discretion of Fluvanna County Consortium. Fluvanna County Consortium and its members including Fluvanna Public Schools, Fluvanna County Library and Fluvanna County Government reserve the right to enter into a contract deemed to be in its best interest. The Evaluation Committee will select a minimum of two (2) vendors best suited to meet the needs of the consortium based on the scoring of the evaluation criteria. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the Evaluation Committee shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. Should the Evaluation Committee determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The Fluvanna County Consortium may request additional information or clarification of proposals and hereby reserves the right to select the particular response to this IFB that it believes will best serve its business and operational requirements. Evaluation of the offerors responding shall be based upon the IFB Scoring Rubric located in "Attachment A", when determining the "Best Value" proposal. Fluvanna

County Consortium reserves the right to accept or reject any or all bids, in whole or in part, even with SLD funding approval, to waive any informality and to delete items prior to making the award, whenever it is deemed in the sole opinion of Fluvanna County Consortium to be in its best interest.

7.4.

BID BOND GUARANTEE (For Bids Exceeding \$100,000): Each bid shall be accompanied by a bid bond or guarantee of five percent (5%) of the amount of the bid, which shall be certified check, cash escrow or a bid bond payable to Fluvanna County Public Schools. The sureties of all bonds shall be of such surety company or companies as are approved by the State and are authorized to transact business in the Commonwealth of Virginia. Such bid bond or check shall be submitted with the understanding that it shall guarantee that the bidder will not withdraw such bid during the period of sixty (60) days following the opening of bid; that if such bid is accepted, the bidder will accept and perform under the terms of the Invitation for Bid. The bid guarantee will be returned upon award of contract.

7.5.

BID PRICES: Bids prices shall be in the form of a firm fixed lump sum basis price, in accordance with the specifications and terms and conditions identified herein. All prices shall include all direct and indirect costs such as travel, disposal fees, permits, profit and overhead, supervision, etc.

7.6.

CERTIFICATION: By signing and submitting a bid, the Bidder acknowledges that as a condition of any Contract

awarded and prior to Notice of Award, the Bidder/ Contractor must certify that neither the Contractor, any employee of the Contractor, nor any other person who will provide services under the Contract and will have direct contact with students on school property during regular school hours or school-sponsored activities, have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. Bidder further acknowledges that such certification shall be binding on the Bidder/Contractor throughout the term of any Contract, including renewals or extensions, thereof, and agrees to provide immediate notice to FCPS of any event which might render such certification untrue, including the arrest indictment, or investigation of any individual providing such services. **The successful Bidder agrees to fully document and provide this Certification (Attachment D) prior to Notice of Award.**

- 7.7. **CLEANING OF SITE:** The Contractor shall at all times keep the job site free from accumulation of waste materials or rubbish caused by the work performed. The Contractor shall remove daily all waste materials, rubbish, tools, equipment, machinery, and surplus materials from and about the job, and the Contractor shall clean all building surfaces and leave the work area "broom clean".

- 7.8. **CONTRACTOR REGISTRATION:** Contractor shall be licensed by the State Board of Contractors as a "CLASS A CONTRACTOR".

If the Bidder shall fail to provide this information on his bid or on the envelope containing the bid and shall fail to promptly provide said Contractor license number to FCPS in writing when requested to do so before or after the opening of Bids, he shall be deemed to be in violation of Section 54-1115 of the *Code of Virginia* (1950), as amended, and his bid will not be considered.

If a Bidder shall fail to obtain the required license prior to submission of his/her bid, the bid shall not be considered.

- 7.9. **COORDINATION OF WORK:** The Contractor shall plan and coordinate all work through the FCPS Project Manager.

For all work, including additional task orders issued over the life of the contract, the contractor shall provide a weekly progress report to the Fluvanna County Consortium project manager outlining the following:

- 7.9.1. The specific accomplishments achieved during the reporting period.
- 7.9.2. The specific tasks completed pursuant to the provisions of the contract and the completion dates of such tasks.
- 7.9.3. The projected completion dates for the remaining specific tasks required by the contract.

- 7.10. **EXTRA CHARGES NOT ALLOWED:** The bid prices

shall be for the complete delivery, ready for FCPS, County and Library use, and shall include all applicable freight charges; extra charges will not be allowed for shipment to multiple locations.

- 7.11. FINAL INSPECTION: At the conclusion of the work, the Contractor shall demonstrate to the authorized Fluvanna County Consortium representatives that the work is fully operational (as appropriate) and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.

- 7.12. IDENTIFICATION OF BID ENVELOPE: The signed bid should be returned in a sealed envelope or package, sealed, addressed as directed on the Cover Page, and identified as below – this is in addition to the mailing address information. Bids may be hand delivered to the designated location. FCPS will not accept facsimile and/or electronic bids.

Name of Bidder
Due Date
Due Time

IFB Number
IFB Title

Attention: Director of Finance

- 7.13. INSTALLATION: All work and/or equipment shall be assembled, operational, and fully completed, ready for FCPS, County and Library use.

- 7.14. INSURANCE: By signing and submitting a bid or proposal

under this solicitation, the Bidder certifies that if awarded the contract, it will have the following insurance coverage at the time the work commences. Additionally, that it will maintain these during the entire term of the contract and that all insurance coverage's will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. During the period of the contract, FCPS, County and Library reserves the right to require the Contractor to furnish certificates of insurance for the coverage required by FCPS, County and Library and the Commonwealth of Virginia as indicated below:

- 7.14.1. Worker's Compensation - Statutory requirements and benefits.
- 7.14.2. Employer's Liability - \$100,000.
- 7.14.3. Commercial General Liability - \$1,000,000 combined single limit coverage with \$2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, and where applicable to the project (as determined by FCPS), Products and Independent Contractors. The general aggregate limit

shall apply to this project. Fluvanna County School Board is to be named as an additional Insured with respect to the services being provided.

- 7.14.4. Automobile Liability - \$1,000,000 per occurrence.

- 7.15. **LIQUIDATED DAMAGES:** In the event that Contractor fails to complete all work by the close of business on June 15, 2018 as specified in Item 6 **WORK COMPLETION** above, from the compensation otherwise to be paid, five (5) days beyond the date specified will be allowed for the Contractor to complete work. If work is not completed within the additional allotted time, then the FCPS may retain the sum of One Thousand Dollars (\$1,000.00) for each calendar day beyond the specified calendar date the work is not completed. This sum shall not be considered as a penalty, but as a sum mutually agreed upon as the ascertained damages suffered by the FCPS, County and Library because of the delay.

FCPS, County and Library may also recover from the Contractor the cost to complete the work not performed by the Contractor, damages for work performed by the Contractor but not in accordance with the Contract Documents, whether or not the Owner has corrected the work, and any other non-delay related damages and costs.

- 7.16. **MEETINGS AND ADMINISTRATION:**

7.16.1.

Pre-construction meeting will be scheduled to be held within ten (10) working days after FCPS has issued the Notice to Proceed. Provide attendance by authorized representatives of the Contractor and Subcontractors.

Minimum Agenda:

- 7.16.1.1. Channels of Communications;
- 7.16.1.2. Construction Schedule;
- 7.16.1.3. Processing of Submittals, etc.;
- 7.16.1.4. Procedures for safety, security, quality control and related matters.

7.16.2.

Project meetings will be held when necessary as established by FCPS.

7.17.

METHOD OF PAYMENT: The Contractor shall be paid on the basis of invoices submitted, to be paid net thirty (30) days from receipt and approval by an authorized FCPS official, upon satisfactory completion of delivery and/or installation. Payment shall be made after satisfactory performance of the contract in accordance with all of the provisions thereof and upon receipt of a properly completed invoice. The School Board reserves the right to withhold any or all payments or portions thereof for contractor's failure to perform in

accordance with the provisions of the contract or any modifications thereto.

In any contract resulting from this IFB, the contractor shall be paid 90% of the amount due of each progress payment, with the remaining 10% being retained to assure faithful performance of the contract. All amounts withheld shall be included in the final payment. Any subcontract which provides for similar progress payments shall be subject to the same limitations.

- 7.18. OWNERSHIP OF MATERIAL: Ownership of all data, material, and documentation originated and prepared by the Contractor for FCPS pursuant to this solicitation and any resulting contract shall belong exclusively to FCPS and be subject to public inspection in accordance with the Virginia Freedom of Information Act.

- 7.19. PERFORMANCE AND PAYMENT BONDS (For Bids Exceeding \$100,000): The successful Bidder shall deliver to the Finance Office (attention Director of Finance) an executed AIA Form and Document A312 Performance and Labor and Material Payment Bonds or equivalent approved by FCPS, each in the sum of the contract amount, with Fluvanna County Public Schools as obligee. The surety shall be a surety company or companies approved by the Virginia State Corporation Commission to transact business in the Commonwealth of Virginia. No payment shall be due and payable to the contractor, even if the contract has been performed in whole or in part, until the bonds have been delivered to and approved by the FCPS Finance Office.

7.20.

PRIME CONTRACTOR

RESPONSIBILITIES: The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

7.21.

PROTECTION OF PERSONS AND PROPERTY:

- 7.21.1. The Contractor expressly undertakes, both directly and through its Subcontractor(s), to take every precaution at all times for the protection of persons and property, including FCPS, Library and County employees and property and its own.
- 7.21.2. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.
- 7.21.3. The Contractor shall continuously maintain

adequate protection of all work from damage and shall protect FCPS, Library and County property from injury or loss arising in connection with this contract. The Contractor shall make good any such damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of FCPS, Library and County. The Contractor shall adequately protect adjacent property as provided by law and the Contract Documents, and shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority, local conditions, or any of the Contract Documents.

- 7.21.4. In an emergency affecting the safety or life of individuals, or of the work, or of adjoining property, the Contractor, without special instruction or authorization from FCPS, Library and County, is hereby permitted

to act, at its discretion, to prevent threatened loss or injury, be instructed or authorized to act by FCPS, Library and County, he shall so act, without appeal. Any additional compensation or extension of time claimed by the Contractor on account of any emergency work shall be determined as provided in the contract.

- 7.22. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the Finance Office. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the Finance Office the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

7.23. USE OF PREMISES AND REMOVAL OF DEBRIS:

The Contractor shall expressly undertake, either directly or through its Subcontractor:

- 7.23.1. To perform this Contract in such a manner as not to interrupt or interfere with the operation of any

- existing activity on the premises, at the location of the work, or with the work of any contractor;
- 7.23.2. To store its apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of FCPS, County and Library or any other Contractor.
- 7.23.3. To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
- 7.23.4. To effect all cutting, filling, or patching of its work required to make the same conform to the plans and specifications, and except with the consent of FCPS -Project Manager, not to cut or otherwise alter the work of any other Contractor. The Contractor shall not damage or endanger any portion of the work by cutting, patching or otherwise altering any work, or by excavation; and
- 7.23.5. To clean up daily all refuse, rubbish, scrap materials and debris caused by its operation, or as necessary so that at all times the area of the work presents a safe, neat, orderly, and workmanlike appearance.
- 7.24. WARRANTY: Except as otherwise specified, all materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of three (3) years following date of substantial completion. Should any defect be noted by FCPS, County and Library, the FCPS Finance Office will notify the Contractor of such defect or nonconformance. Notification will state either (1) that the Contractor shall replace or correct, or (2) the owner does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the Contractor is required to correct or replace, it shall be at no cost to FCPS and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the Contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the Contractor the cost occasioned thereby or obtain an equitable adjustment in the contract price.
- 7.25. WORK SITE DAMAGES: Any damage to existing facilities or

equipment resulting from the performance of this contract shall be repaired to FCPS, Library and County satisfaction at the Contractor's expense. Damages to existing utilities, such as underground utilities, or conduit for utilities shall be the responsibility of the Contractor. Back-charging for the damage may be necessary.

- 7.26. In the event that excavation may be required, the Contractor is required to call the Virginia One Call Utility Center a minimum of seventy-two (72) hours prior to digging. Failure to do so will result in liquidated damages being assessed and appropriate disciplinary action taken, which may include reporting to the Virginia Department of Occupational and Professional Regulation.

8. REPORTING AND DELIVERY INSTRUCTIONS:

- 8.1. The contractor shall provide the following documentation to the FCPS project manager for approval.
- 8.1.1. Pre-build design sketch of proposed installation(s) to be submitted within 14 calendar days of contract award.
 - 8.1.2. Final build design based on FCPS recommendations and approval of pre-build sketch(s) within 14 calendar days of receipt of approval.
 - 8.1.3. As built drawings within 14

calendar days of final test and acceptance

- 8.1.4. Test reports of fiber performance

- 8.1.5. See Documentation under 'Attachment A' for detail regarding project closeout documentation including final design build, as built, and test reports.

- 8.2. For all currently defined work and for each task order issued under the contract, a Final Report shall be delivered within twenty one (21) calendar days of final test and acceptance of the work. The Final Report shall include electronic submission of all required data, in such form or media acceptable to FCPS, and three (3) hard copies of:

- 8.2.1. See Documentation under 'Attachment A' for detail

COUNTY SCHOOL BOARD OF FLUVANNA, VIRGINIA STANDARD TERMS AND CONDITIONS

1. General Provisions

- 1.1 For the purposes of the IFB, the Fluvanna County Consortium will follow the Standard Terms and Conditions of the Fluvanna County Public Schools.
- 1.2 Unless otherwise agreed to in a writing signed by the Superintendent for Fluvanna County Public Schools (FCPS), and approved as to form by the attorney for Fluvanna County Public Schools, these Standard Terms and Conditions apply to and govern all purchases, regardless of the type of goods or services purchased, between the School Board for the County of Fluvanna, Virginia (the "Board") and _____ (the "Vendor").

2. Definitions

- 2.1 "Solicitation" means the vehicle by which the Board solicited pricing, and if applicable other terms, by which it could acquire goods or services from Vendor, regardless of whether the vehicle was an Invitation for Bids, Request for Proposals, Request for Quotes, telephone quotes or any other means permissible under the Fluvanna County Code, Board policy, or Virginia law.
- 2.2 "Contract Documents" means all documents that constitute any legal and binding agreement between the Vendor/Bidder and the Board, including these Standard Terms and Conditions.
- 2.3 "Contract Period" means the time period from the time that Vendor first becomes legally bound to provide goods or services to the Board in response to a Solicitation until all of Vendor's contractual obligations to the Board, arising out of the Solicitation, cease.
- 2.4 "Obligations" means any and all legal obligations of Vendor under any Contract Documents.

3. Laws of the Commonwealth

- 3.1 The Contract Documents shall be governed in all respects whether as to validity, construction, performance, or otherwise by the laws of the Commonwealth of Virginia and the Fluvanna County Code. Vendor

represents and warrants to the Board that:

- a.) During the Contract Period, it will comply and conform with the provisions of the Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended, where applicable;
- b.) It does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in, or otherwise violate the provisions of, the Immigration Reform and Control Act of 1986; and,
- c.) Will comply with all federal, state and local laws and regulations applicable to the performance of the services procured.

4. School Board Policies

- 4.1 In every contract of over \$10,000, the Vendor agrees during the Contract Period that Vendor:
- a.) Will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Vendor;
- b.) Will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and
- c.) Will state that the Vendor is an equal opportunity employer in all solicitations or advertisements for employees placed by or on behalf of the Vendor to perform under the Contract Documents. All notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section; and,
- d.) Will include the provisions of the foregoing subparagraphs in every

subcontract or purchase order exceeding \$10,000 issued by Vendor in order to fulfill its Obligations, so that the provisions will be binding upon each subcontractor or vendor employed by Vendor.

4.2 In every contract of over \$10,000, the Vendor agrees during the Contract Period the Vendor shall:

- a.) Provide a drug-free workplace for its employees;
- b.) Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in its workplace and specify the actions which will be taken against any employee for a violation;
- c.) State in all of its solicitations or advertisements for employees that the Vendor maintains a drug-free workplace; and
- d.) Include the provisions of this sub-paragraph in every subcontract or purchase order of over \$10,000, so that said provisions shall be binding upon each subcontractor or subvendor.
- e.) For purposes of this sub-paragraph, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Vendor under a solicitation and in accordance with the Virginia Public Procurement Act and/or the Fluvanna County Code.
- f.) In addition to the provisions contained in sub-paragraph c pertaining to drug-free workplaces, the Vendor shall comply with the federal Drug Free Workplace Act.

4.3 Pursuant to Section 2.2-4343.1 of the Code of Virginia and applicable Board policy, in all solicitations, contracts, and purchase orders, the Board does not discriminate against faith-based organizations.

- a.) "Faith-based Organization" means a religious organization that is or applies to be a Vendor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work

Opportunity Reconciliation Act of 1996, P.L. 104-193.

- b.) If Vendor is a faith-based organization, then Vendor shall give to each individual who applies for or receives goods, services, or disbursements provided pursuant to this Agreement the following notice in bold-face type:

NOTICE

Neither the Board's selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider or notify the appropriate person as indicated in this form.

- 4.4 Pursuant to Section 2.2-4311.2 of the Code of Virginia, if Vendor/Bidder is authorized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, Vendor/Bidder shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law.

5. Certifications

5.1 The Vendor certifies that Vendor's response to the Solicitation:

- a. Has been prepared without prior participation, understanding, agreement, or connection with any corporation, firm or other person that is also submitting a bid in response to the same solicitation;
- b. Is in all respects fair, without misrepresentations of fact, and free from collusion or fraud;
- c. Is in full compliance with the Virginia Conflicts of Interest Act;

- d. Is or is intended to be competitive and free from any collusion with any person, firm or corporation; and,
 - e. Has been prepared without the benefit of being provided information not available to the general public, or other potential bidders, such as insider information known to Board employees or other sources which may have gained such information from interaction with Board employees;
- 5.2 The Vendor has not offered or received any kickback from any other bidder or Vendor, supplier, manufacturer, or subvendor in connection with the bid on this Solicitation. A kickback is defined as an inducement for the award of a contract, subcontract, or order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, and deposit of money, services or anything of value in return for an agreement not to compete on a public contract;
- 5.3 The Vendor is not a party to nor has he participated in nor is obligated or otherwise bound by agreement, arrangement or other understanding with any person, firm or corporation relating to the exchange of information concerning bids, prices, terms or conditions upon which the contract resulting from the acceptance of his bid proposal is to be performed;
- 5.4 The Vendor understands that collusive bidding is a violation of the Virginia Governmental Frauds Act and federal Law, and can result in fines, prison sentences, and civil damage awards and agrees to abide by all conditions of this Invitation for Bids; and
- 5.5 Neither Vendor, Vendor's subvendors, nor any person acting on Vendor's behalf, have conferred, or will confer, on any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

6. Warranties

- 6.1 The Vendor represents and warrants that it has the requisite experience, skills, capabilities, and manpower to perform the Obligations in a good and workmanlike fashion, that it is a legal business entity chartered or authorized to do business in Virginia having all necessary licenses required by law, that the person signing any of the Contract Documents has been fully authorized to do so, and his signature will legally bind the Vendor to perform its Obligations. Any goods or services furnished by the Vendor under the Contract Documents shall be covered by the most favorable warranties provided by the Vendor to any customer.
- 6.2 Vendor warrants to the Board that all materials and equipment furnished shall be new, unless otherwise specified, and that Vendor's Work shall be of good quality, free from faults and defects and in strict conformance with the Contract Documents. All materials and work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. This warranty shall be in addition to, and not in limitation of, any other warranty or remedy required by law or by the Contract Documents. If the Contract does not state a specific warranty period, the Vendor warrants Vendor's Work for a period of one (1) year from the date of Substantial Completion of the entire Project. In no event shall Vendor's warranty period be less than or terminate earlier than any warranty provision specified in the Contract.
- 6.3 The Vendor agrees that if warranties set forth in the Contract Documents are in any respect breached, the Vendor will pay to the Board the full contract price agreed to by the Board to be paid for the supplies, materials, equipment or services furnished under the bid or proposal. These rights and remedies are in addition to and do not limit those rights and remedies otherwise available to the Board.

7. Modifications, Additions or Changes

- 7.1 Modifications, additions or changes to these terms and conditions may not be made except in writing and agreed to by

the Board. No fixed priced contract may be increased by more than twenty-five (25) percent of the amount of the Contract or \$50,000, whichever is greater, without the approval of the Board. The amount of any contract may not be increased for any purpose without adequate consideration provided to the Board.

8. Procurement Code

- 8.1 Solicitations are subject to the provisions of the Virginia Public Procurement Act ("VPPA") and applicable Board policy, which are hereby incorporated into this Contract in their entirety. ANY SOLICITATION OR CONTRACT DOCUMENTS THAT ARE ISSUED, REQUESTED OR EXECUTED IN VIOLATION OF BOARD POLICY, OR VIRGINIA LAW ARE VOID AB INTIO, AND OF NO EFFECT, REGARDLESS OF WHETHER ANY PURCHASE HAS BEEN MADE UNDER THE CONTRACT DOCUMENTS AND IRRESPECTIVE OF THE AMOUNT OR LENGTH OF VENDOR'S PERFORMANCE UNDER THE CONTRACT DOCUMENTS. A current copy of the Board policy is available at http://www.fluco.org/sbpolicies/SitePages/sbpolicies_all.aspx or available for viewing at the Fluvanna School Board Office building during normal business hours.

9. Bid Acceptance Period

- 9.1 Any bid in response to a solicitation shall be valid for 60 days. At the end of the 60 days, the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time, it remains in effect until an award is made or the solicitation is cancelled.

10. Bid related Items

- 10.1 Qualification of Bidders. The School Board may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the work/furnish the item(s) and the Bidder shall furnish to the School Board all such information and data for this purpose as may be requested. The School Board reserves the right to inspect the Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. The School Board further reserves the right to reject any bid if the

evidence submitted by, or investigations of such Bidder fails to satisfy the School Board that such Bidder is properly qualified to carry out the obligation of the contract and to complete the work/furnish the item(s) contemplated therein.

- 10.2 References. Before a bid is considered for award, the Bidder may be requested by the Superintendent of Schools to submit a statement regarding previous experience in performing comparable work, business and/or technical organization, financial resources, and plant available to be used in performing the work or in supplying materials, supplies, and equipment.
- 10.3 Additional Information. The School Board reserves the right to ask any Bidder to submit information missing from its bid, to clarify its bid, and to submit additional information which the School Board deems desirable.
- 10.4 Right to Reject. The Fluvanna County School Board reserves the right to reject any and all bids (or any part thereof) and to waive any informalities or irregularities when the School Board, in its sole discretion, deems it in the best interests of the school division
- 10.5 Award of Contract. The Board intends to enter a contract for the services solicited under this IFB with a competent, responsive, responsible firm after using the competitive sealed bidding process as authorized by the Virginia Public Procurement Act, specifically including Virginia Code Sections 2.2-4301 and 2.2-4303.
- 10.6 Negotiation with Lowest Bidder: If award of a contract to the lowest responsive and responsible bidder is precluded because of limitations on available funds, under the provisions of Section 2.2-4318 of the Code of Virginia, the Owner reserves the right to negotiate with such bidder to obtain a contract price within the available funds.

11. Indemnification

- 11.1 The Vendor agrees to indemnify, defend and hold harmless the Board and its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by (i) the use of any materials, goods, or equipment of any kind or nature furnished by the

Vendor (ii) any services of any kind or nature provided by the Vendor or (iii) Vendor's performance of its Obligations, provided that such liability is not attributable to the sole negligence on the part of the Board.

12. Assignment

- 11.1 Neither the Obligations nor the Contract Documents may be assigned, sublet, or transferred, in whole or in part, without the written consent of the Board.

13. Audit

- 12.1 The Vendor hereby agrees to retain all books, records, and other documents relative to Vendor's Obligations and the Contract Documents for five (5) years after final payment or after all other pending matters are closed, whichever is longer. The Board and its authorized agents, state auditors, the grantor of the funds to the Board, the Comptroller of Virginia or of the United States, or any of their duly authorized representatives shall have access to any such books, documents, papers and records of the Vendor for the purpose of making audits, examinations, excerpts or transcriptions.

14. Ownership of Documents

- 13.1 Any reports, studies, photographs, negatives, or other documents prepared by Vendor in the performance of its Obligations shall be remitted to the Board by the Vendor, without demand therefore, upon the earliest of (i) completion of its Obligations (ii) completion of the Contract Period or (iii) termination, cancellation or expiration of the Contract Documents. Vendor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of the Obligations without the prior written consent of the Board. The Board shall own the intellectual property rights to all materials under this Agreement.

15. Payment and Performance Bond

- 14.1 If Vendor's Obligations include construction, the amount of which exceeds \$100,000, the Vendor shall furnish to the Board the bonds required under VPPA and applicable Board policy, and shall otherwise fully comply with the requirements of such sections of the Code and policy. The Board reserves the right to require payment and/or

performance bonds in the amount of the Obligations for any other projects, goods or services, whether or not required by such sections of the Code or policy.

16. Required Payment

- 16.1 The Vendor covenants and agrees that it shall take one of the two following actions within seven (7) days after receipt of any amounts paid to the Vendor by the School Board for work performed by a subvendor under the Contract:

- a.) pay any subvendor for its proportionate share of the total payment received from the Board attributable to the work under the Contract performed by such subvendor, or
- b.) notify the Board and the subvendor, in writing, of its intention to withhold all or a part of the subvendor's payment and the reason therefore;

- 16.2 Vendor agrees to provide its federal employer identification number or social security number, as applicable, as a condition precedent to the Board being required to make any payment to the Vendor under the Contract Documents.

- 16.3. Vendor agrees to pay interest at the legal rate or such other rate as may be agreed to in writing by the subvendor and the Vendor on all amounts owed by the Vendor that remain unpaid after seven (7) days following receipt by the Vendor of payment from the Board for work performed by the subvendor in furtherance of Vendor meeting its Obligations to the Board, except for amounts withheld pursuant to subparagraph 15.1(b) above.

- 16.4 Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

- 16.5 Vendor agrees to include in its contracts with any and all subvendors the requirements of 15.1(a) and 15.1(b) above and a provision requiring each subvendor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subVendor.

- 16.6 Vendor's obligation to pay an interest charge to a subvendor pursuant to the

payment clause above shall not be construed to be an obligation of the Board. No contract modification shall be made for the purpose of providing reimbursement for the interest charge. Any cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

17. Loss or Damage in Transit

- 17.1 Delivery by a Vendor to a common carrier does not constitute delivery to the Board. Any claim for loss or damage incurred during delivery shall be between the Vendor and the carrier. The Board accepts title only when goods are received regardless of the F.O.B. point noted in the Solicitation or the Contract Documents. FCPS will note all apparent damages in transit on the freight bill and notify the Vendor. Discovery of concealed damages or loss will be reported by FCPS to the carrier and the Vendor within 15 days of receipt and prior to removal from the point of delivery if possible. The Vendor shall make immediate replacement of the damaged or lost merchandise or be in default of the Contract Documents. It shall be the Vendor's responsibility to file a claim against the carrier. If damage is to a small quantity, with the approval of FCPS, the Vendor may deduct the amount of damage or loss from his or her invoice to FCPS in lieu of replacement.

18. Freight

- 17.1 By signing any response to a Solicitation the bidder certifies that the bid price(s) offered for F.O.B. destination include only the actual freight charges at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Freight charges are, therefore, established for each individual purchase. If a requirement is bid F.O.B. origin, the Vendor shall prepay the charges and add the amount to the invoice. A copy of the freight bill should be attached to all invoices that include freight charges. In a solicitation specifying F.O.B. origin the Board will consider freight cost in the evaluation of bids.

19. Compliance With Laws

- 18.1 All work performed shall be in accordance with all local, state and federal codes, laws and regulations,

including but not limited to: Virginia Conflict of Interest Act, Virginia Fair Employment Contracting Act, Virginia Freedom of Information Act, Virginia Prompt Payment Act, the Virginia Public Procurement Act, and Board policies.

20. No Waiver

- 20.1 Any failure of the Board to demand rigid adherence to one or more of the terms of the Contract Documents, on one or more occasions, shall not be construed as a waiver nor deprive the Board of the right to insist upon strict compliance with the terms of the Contract Documents. Moreover, it is the Board's position and Vendor hereby agrees that the legal theories of Implied Waiver, Statute of Limitation, Estoppel, and Laches do not apply as defenses that the Vendor may assert in any action by the Board. Any waiver of a term of this Agreement, in whole or in part, must be in writing and signed by the party granting the waiver to be effective.

21. Termination and Cancellation

- 21.1 The Board shall have the unilateral right to terminate any contract with Vendor for default on the terms of that contract, or any other contract between the Vendor and the Board.
- 21.2 The Board has the unilateral right to cancel and terminate any contract with Vendor, in whole or in part, without penalty, merely out of convenience, and shall require no breach of contract by Vendor as a condition of termination. This right of termination for convenience may be exercised at the sole unconditional discretion of the Board. If a contract is terminated in whole or in part for the convenience of the Board, the Vendor shall be paid the contracted price for the service or goods actually provided or rendered up to the date of the termination of the respective contract, but shall not be paid any other fees or lost profits.
- 21.3 Any contract cancellation notice shall not relieve the Vendor of the obligation to perform on all outstanding orders issued prior to the effective date of cancellation.

22. Availability of Funds

- 21.1 It is understood and agreed between the parties herein that the Board shall be bound hereunder only to the extent of the funds available and duly appropriated or

which may hereafter become available and duly appropriated for the purpose of fulfilling the Board's Obligations with respect to the Contract Documents.

all claims, causes of action or disputes between Vendor and the Board. Vendor agrees that service by registered mail to the address set forth in Paragraph 31.1 of these Standard Terms and Conditions shall constitute sufficient service of process for any such action.

23. Billing, Method of Payment and Offset Rights

22.1 Billing shall be done monthly based on the contracted rate bid by the Vendor and submitted to the Fluvanna County Public Schools' Finance Department. The Board will remit payment within 30 days of receipt of a correct invoice. Incorrect invoices shall be subject to correction and/or rejection by the Fluvanna County Public Schools' Finance Department.

22.2 Vendor agrees that the Board has the unilateral right to offset any bill submitted to Board by Vendor, or any payment owed to Vendor by the Board, by any amount due to the Board from Vendor pursuant to the Contract Documents, or any other agreement, contract or transaction between Board and Vendor.

24. Tax Exemption

23.1 The School Board of Fluvanna County Public Schools, as a political subdivision of the Commonwealth of Virginia, is exempt from any Federal excise tax and Virginia sales and use tax. The Board's tax identification number is 54-6025086.

25. Work Site Damages

25.1 Any damages, including damage to finished surfaces, resulting from Vendor's performance of its Obligations shall be repaired to the satisfaction of the Board at the Vendor's expense.

26. Choice of Law

26.1 To ensure uniformity of the enforcement of the Contract Documents, and irrespective of the fact that either of the parties now is, or may become, a resident of a different state, this Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia and of Fluvanna County without regard to their principles of conflicts of law.

27. Forum Selection

27.1 The parties hereby submit to the personal jurisdiction of, and venue in, the General District or Circuit Court of Fluvanna County, Virginia for resolution of any and

28. Severability

28.1 If any provision of any one, or all of the Contract Documents is held to be illegal, invalid, or unenforceable, or is found to be against public policy for any reason, such provision shall be fully severable and the remainder of the Contract Documents shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been part of the Contract Documents, and the remaining provisions of the Contract Documents shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision, or by its severance.

29. Attorneys' Fees

29.1 Should the Board employ an attorney to either (i) institute and maintain a suit against Vendor arising out of the Contract Documents or Vendor's Obligations (ii) assist in enforcing or defending any of the Board's rights under the Contract Documents (iii) protect the Board's interest in any matter arising under a contract with Vendor (iv) collect damages for the breach of a contract or any other amounts owed to the Board; or (v) recover on a surety bond given by the Vendor, then the Board shall be entitled to recover its attorneys' fees, costs, charges, and expenses expended or incurred therein from the Vendor if the Board prevails in court.

30. Notices

30.1 All requests, notices and other communications required or permitted to be given under the Contract Documents shall be in writing. Delivery of a notice shall be deemed to have been made when such notice is either:

a.) duly mailed by first-class mail, postage prepaid, return receipt requested, or any comparable or superior postal or air courier service then in effect; or

b.) transmitted by hand delivery, telegram, telex, telecopy or facsimile transmission, to the party entitled to receive the same at the address indicated below or at such

other address as such party shall have specified by written notice to the other party. Notices to the Board shall be sent to:

Superintendent
Fluvanna County Public Schools
14455 James Madison Highway
Palmyra, VA 23117

With a copy to:
R. Craig Wood, Partner
McGuireWoods LLP
Court Square Building, 310 Fourth Street,
N.E., Suite 300
P.O. Box 1288
Charlottesville, Virginia 22902

31. Contractual Claims Procedure

- 31.1 Contractual claims or disputes by Vendor against the Board, whether for money or other relief, except for claims or disputes exempted by law from the procedure set forth herein, shall be submitted in writing no later than sixty (60) days after final payment; provided, however, that Vendor shall give the Board written notice of its intention to file a claim or dispute within fifteen (15) days after the occurrence upon which the claim or dispute shall be based. Any written notice of Vendor's intention to file such a claim or dispute need not detail the amount of the claim, but shall state the facts and/or issues relating to the claim in sufficient detail to identify the claim, together with its character and scope. Whether or not Vendor files such written notice, Vendor shall proceed with the work as directed. If Vendor fails to make its claim or dispute, or fails to give notice of its intention to do so as provided herein, then such claim or dispute shall be deemed forfeited.
- 31.2 The Board, upon receipt of a detailed claim, may at any time render its decision and shall render such decision within one hundred twenty (120) days of final payment. Each such decision rendered shall be forwarded to the Vendor by written notice.
- 31.3 If the Vendor disagrees with the decision of the Board concerning any pending claim, the Vendor shall promptly notify the Board by written notice that the Vendor is proceeding with the work under protest. Any claim not resolved, whether by failure of the Vendor to accept the decision of the Board or under a written notice of Vendor's intention to file a claim or a detailed claim not acted upon by the

governing body of the Board, shall be specifically exempt by the Vendor from payment request, whether progress or final. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

- 31.4 The Board's decision on contractual claims shall be final and conclusive unless the Vendor appeals within six months of the date of the final decision on the claim by instituting legal action in the appropriate court.

32. Correction of Defective Work

- 32.1 Vendor shall promptly replace or correct any work or materials which Board rejects as failing to conform to the requirements of the Contract Documents. If Vendor does not do so within a reasonable time, Board shall have the right to replace or correct the defective work or materials and Vendor shall be liable to the Board for the cost thereof. If, in the opinion of Board, it is not expedient to correct or replace all or any part of rejected work or materials, then Board, at its option, may deduct from the payment due, or to become due, to Vendor such amounts as, in Board's judgment, will represent the higher of: (i) the difference between the fair value of the rejected work and materials and the value thereof, if the work had complied with the Contract Documents; or (ii) the cost of correction.

33. No Crimes Against Children

- 33.1 Vendor acknowledges that the implementation of the Contract Documents requires Vendor, Vendor's employees or other persons that will provide services under this Contract to have direct contact with **Fluvanna County Public Schools** students. Therefore, Vendor hereby certifies that neither Vendor, any of Vendor's employees, nor any person that will provide services under the Contract Documents, who will have direct contact with students on school property during regular school hours or during school-sponsored activities, has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.
- 33.2 Vendor understands that, pursuant to Code of Virginia §22.1-296.1 making a materially false statement regarding offenses which are required to be included in the certification referenced

above is a Class I misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. **Fluvanna County Public Schools** shall not be liable for materially false statements regarding the certifications required under the Contract Documents.

- 33.3 The Vendor shall execute and deliver to the Board upon execution of the Contract Documents the CERTIFICATION OF NO CRIMES AGAINST CHILDREN attached hereto as Attachment #1.

- 33.4 Tobacco and Tobacco Products: The Fluvanna County School Board has designated all of its buildings and grounds tobacco free areas. Smoking or use of tobacco products is forbidden at all times.

34. Specifications

- 34.1 Questions concerning Specifications. Information relative to interpretation of specifications and drawings shall be requested of FCPS in writing, in ample time before the opening of bids. No inquiries if received by FCPS on or after the fifth day before the date set for the opening of bids will be given any consideration. Any material interpretation of a specification, as determined by FCPS, will be expressed in the form of an addendum to the specification which will be sent to all prospective bidders no later than 4:30 p.m. local time on the third day before the date set for receipt of bids. Oral answers will not be authoritative.
- 34.2 Testing and Inspection. FCPS reserves the right to conduct any test or inspection it may deem advisable to ensure products/services conform to the specification.
- 34.3 Use of Brand Names. Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict Bidders/Offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which FCPS in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, color and suitability for the purpose intended, shall be accepted. The Bidder/Offeror is responsible to clearly

and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable FCPS to determine if the product offered meets the requirements of the solicitation. **ONLY THE INFORMATION FURNISHED WITH THE BID/PROPOSAL WILL BE CONSIDERED IN THE EVALUATION. FAILURE TO FURNISH ADEQUATE DATA FOR EVALUATION PURPOSES MAY RESULT IN DECLARING A BID/PROPOSAL NON-RESPONSIVE.** Unless the Bidder/Offeror clearly indicates in its bid/proposal that the product offered is an "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.

35 Proprietary Information.

35.1 Section 2.2-4342(F) of the Code of Virginia states: Trade secrets or proprietary information submitted by a bidder, offeror or Vendor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of Section 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (Section 2.2-3700 et seq.); however, the bidder, offeror or Vendor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.

9. **PRICING SCHEDULE AND BID SUBMISSION:** The Bidder shall agree to provide a firm fixed lump sum amount for the Fluvanna County Public Schools Broadband Project in accordance with the specifications and terms and conditions identified herein. Prices shall include all direct and indirect costs such as travel, disposal fees, permits, profit and overhead, supervision, special construction, monthly and/or annually reoccurring costs, one-time setup costs and etc. The following three Items, A, B, C must be completed.

Item A

Total Lump Sum Amount:	\$ 483,500 ^{xx}
Amount Written Words:	Four hundred eighty three thousand five hundred and ^{xx} / ₁₀₀ ————— dollars
Manufacturer and Product Line	Panduit / General Cable - Pan-Gen Warranty

Item B

Certification: Bidder has read and understands the certification clause and will provide a fully completed certificate (Attachment D) prior to award. This will be a factor in making an award.
 Yes: ☒ No: ☐ If No, Explain:

Item C

Work Completion: Ability to meet the completion date of June 15, 2018. Yes: ☒ No: ☐ If No, Explain:

Bidder Signature

Daniel M. Beam, Pres

Print Name and Title

Daniel M. Beam, President

Payment Terms:

NET 15 days

ATTACHMENT A

STATE CORPORATION COMMISSION (SCC) IDENTIFICATION NUMBER

Under paragraph 7.1 of the Special Terms and Conditions, the Bidder agrees, if this proposal is accepted by FCPS, for such services and/or items, that the Bidder has met the requirements of the Virginia Public Procurement Act (VPPA) § 2.2-4311.2.

Bidders shall complete the following by checking the appropriate line that applies and provide the required information. Bidders failing to provide the required information indicated below will have their bid declared non-responsive:

1. ☒ Bidder is a Virginia business entity organized and authorized to transact business in the Commonwealth of Virginia by the State Corporation Commission (SCC). The Bidder's current valid identification number issued by the SCC is 0412751-0. *(The SCC number is NOT your federal tax identification number).*
-OR- 0412751-0
2. ☐ Bidder is a sole proprietor and no SCC number is required. -OR-
3. ☐ Bidder is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business, any employees, agents, offices, facilities, or inventories in Virginia. This does not account for any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts. It also, does not account for any incidental presence of the Bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from the Bidder's out-of-state location. Bidder shall include with this proposal documentation from their legal counsel which accurately and completely states why the Bidder is not required to be so authorized within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia. -OR-
4. ☐ Bidder currently has pending before the SCC an application that was submitted prior to the due date and time of this solicitation for authority to transact business in the Commonwealth of Virginia and seeks consideration for a waiver to allow the submission of the SCC identification number after the due date for proposals *(FCPS reserves the right to determine in its sole discretion whether to allow such waiver.)*

In order for your bid to be declared responsive, the following bid submittals must be included in your bid package:

Bid Submittals:

- Signed IFB Cover Page
- Fully Completed Pricing Schedule (page 23)
- State Corporation Commission (SCC) Identification Number (page 24)
- Manufacturer's Delivery Letter (Section 6, Work Completion)
- Bid Bond Guarantee (If bid is over \$100,000.00) (Section 7.4)
- Pricing Worksheets (Attachment A)
- Contractor Data Sheet, References and Related Experience (Attachment B)
- Vendor Information Form (Attachment C)
- Certificate of Compliance (Attachment D)
- Proposed network design, including maps, pathways, building penetrations, and demarcation
- E-rate eligible recurring and one-time circuit costs
- Ability to support requirements as laid out in the IFB
- Proposed contract terms, conditions and insurance
- Service Reliability / Maintenance SLA
- Use of scalable technology (fiber optic)
- Maintenance proposal including monthly and annual costs

ATTACHMENT A**PROJECT SPECIFICATIONS****1. BROADBAND CONNECTION**

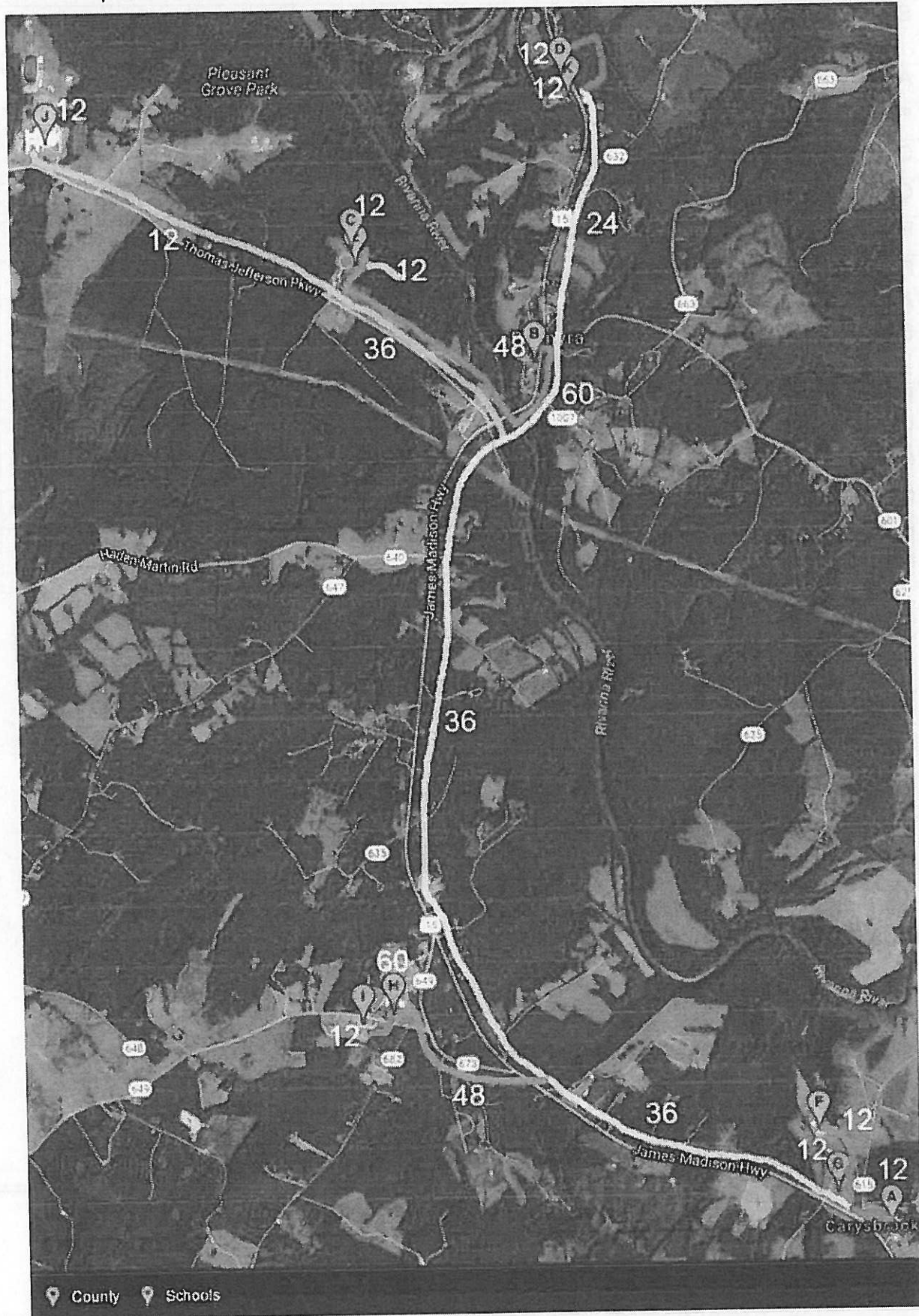
- 1.1. The scope of work is divided into three (3) networks
 - 1.1.1. FCPS network which includes six (6) facilities
 - 1.1.2. Library network which includes two (2) facilities
 - 1.1.3. County network which includes four (4) facilities
- 1.2. For the FCPS network, service is expected to be originating from the FCPS hub, located at the Abrams Building, 3395 Central Plains Road, Palmyra, VA 22963. Service is expected to be delivered to the eligible service locations from the FCPS hub at the following locations:
 - 1.2.1. Eligible Entity 1, the FCPS Bus Garage, at 131 Carysbrook Road, Fork Union, VA 23055
 - 1.2.2. Eligible Entity 2, Carysbrook Elementary, at 9172 James Madison Highway, Fork Union, VA 23055
 - 1.2.3. Eligible Entity 3, Central Elementary, at 3340 Central Plains Road, Palmyra, VA 22963
 - 1.2.4. Eligible Entity 4, Fluvanna High School, 1918 Thomas Jefferson Parkway, Palmyra, VA 22963
 - 1.2.5. Eligible Entity 5, FCPS School Board Office, 14455 James Madison Highway, Palmyra, VA 22963
- 1.3. For the Library network, service is expected to be originating from the County hub, located at the the County Administration Building, 132 Main Street, Palmyra, VA 22963. Service is expected to be delivered to the eligible service locations from the County hub at the following locations:
 - 1.3.1. Eligible Entity 1, Fluvanna County Public Library, 214 Commons Blvd, Palmyra, VA 22963
- 1.4. For the County network, service is expected to be originating from the County hub, located at the the County Administration Building, 132 Main Street, Palmyra, VA 22963. Service is expected to be delivered from the County hub at the following locations:
 - 1.4.1. Entity 1, Social Services, at 8880B James Madison Highway, Fork Union, VA 23055
 - 1.4.2. Entity 2, Palmyra Fire Station, 14567 James Madison Highway, Palmyra, VA 22963
 - 1.4.3. Entity 3, Fluvanna County Sheriff's Office, 160 Commons Blvd, Palmyra, VA 22963
- 1.5. Online Map of Physical Locations: <https://batchgeo.com/map/9ecafed0be6cf19170d801f74b7f6f22>

ATTACHMENT A**1.6. Sites, Agencies, Map Labels, Self-Provisioned Strand Counts, and Estimated Distances Table**

Site	Agency	Map Label	Strand Count	Distance to Datacenter (Miles)
Abrams Building	Schools	H	60	FCPS Hub
FCPS Bus Garage	Schools	F	12	2.5 to FCPS Hub
Carysbrook Elementary	Schools	G	12	2.0 to FCPS Hub
Central Elementary	Schools	I	12	0.2 to FCPS Hub
Fluvanna High School	Schools	J	12	4.8 to FCPS Hub
FCPS School Board Office	Schools	K	12	4.0 to FCPS Hub
County Administrative Building	Library and County	B	48	County Hub
Fluvanna County Public Library	Library	C	12	1.4 to County Hub
Social Services	County	A	12	4.7 to County Hub
Palmyra Fire Station	County	D	12	1.1 to County Hub
Fluvanna County Sheriff's Office	County	D	12	1.3 to County Hub

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1.1.1. Proposed Self-Provisioned Conduit Pathway Overview:



ATTACHMENT A**1.2. Proposed Self-Provisioned Conduit Pathways Table**

Agency	Pathway Color	Start Location	Stop Location	Pathway Name
Schools	Yellow	Carysbrook ES (G)	School Board Office (K)	Route 15 Pathway
Schools	Green	Intersection of Route 15 and 673 although an alternative would be the intersection of Route 15 and 649	Abrams Building (H)	Abrams Pathway
Schools	Orange	Intersection of Route 15 and 53	Fluvanna High School (J)	High School Pathway
Schools	Light Blue I - H	Central ES (I)	Abrams Building (H)	Central Pathway
Schools	Light Blue F - G	Bus Garage (F)	Abrams Building (H)	Bus Garage Pathway
Library	Red	Library (c)	County Admin Building (B)	Library Pathway
County	Dark Blue	Palmyra Fire Station (D)	School Board Office (K)	Fire Station Pathway
County	Purple	Social Services (A)	Carysbrook ES (G)	Social Services Pathway
County	Pink	Sheriff's Office (E)	Intersection of Library conduit and front of Sheriff's Office	Sheriff's Pathway

1.2.1. Description of Proposed Self-Provisioned Conduit Pathways**1.2.1.1. Schools**

1.2.1.1.1. Each school facility will have 12 strands of fiber connecting it to the Abrams Building datacenter

1.2.1.1.2. Carysbrook Elementary

1.2.1.1.2.1. From Carysbrook ES, a conduit will connect the building to the Route 15 Pathway (yellow).

1.2.1.1.2.2. The Carysbrook fiber will head north along the Route 15 Pathway (yellow) until it intersects with the Abrams Pathway (Green)

1.2.1.1.2.3. The Carysbrook fiber will follow the Abrams Pathway (Green) west into the Abrams datacenter

1.2.1.1.3. Bus Garage

1.2.1.1.3.1. From the Bus Garage, a conduit (Bus Garage Pathway (light blue F-G)) will connect the building to the Route 15 Pathway (yellow).

1.2.1.1.3.2. The Bus Garage fiber will head north along the Route 15 Pathway (yellow) until it intersects with the Abrams Pathway (Green)

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1.2.1.1.3.3. The Bus Garage fiber will follow the Abrams Pathway (Green) west into the Abrams datacenter

1.2.1.1.4. Central Elementary

1.2.1.1.4.1. Option 1

1.2.1.1.4.1.1. From Central Elementary, a conduit (Central Pathway (light blue I-H)) will connect the building to the Abrams Pathway (Green).

1.2.1.1.4.1.2. The Central ES fiber will follow the Abrams Pathway (Green) into the Abrams datacenter

1.2.1.1.4.2. Option 2

1.2.1.1.4.2.1. From Central Elementary, a conduit will connect the building to the Abrams Building following the shortest path.

1.2.1.1.4.2.2. Central ES's fiber will flow into the Abrams Datacenter

1.2.1.1.5. School Board Office

1.2.1.1.5.1. From the School Board Office, a conduit will connect the building to the Route 15 Pathway (yellow).

1.2.1.1.5.2. The School Board Office fiber will head south along the Route 15 Pathway (yellow) until it intersects with the Abrams Pathway (Green)

1.2.1.1.5.3. The School Board Office fiber will follow the Abrams Pathway (Green) west into the Abrams datacenter

1.2.1.1.6. High School

1.2.1.1.6.1. From the High School, a conduit will connect the building to the High School Pathway (orange).

1.2.1.1.6.2. The High School fiber will head southeast along the High School Pathway (yellow) until it intersects with the Route 15 Pathway (yellow)

1.2.1.1.6.3. The High School fiber will head south along the Route 15 Pathway (yellow) until it intersects with the Abrams Pathway (Green)

1.2.1.1.6.4. The High School fiber will follow the Abrams Pathway (Green) west into the Abrams datacenter

1.2.1.2. Library

1.2.1.2.1. Notes

1.2.1.2.1.1. Library will have 12 strands of fiber connecting it to the County Admin Building datacenter.

1.2.1.2.1.2. There is not a separate Library pathway along route 53 and 15. The library's pathway (red) connects the Library to the High School Pathway (Orange), heads southeast to connect with the Route 15 pathway, heads north and then splits off of the School Board pathway back to the Library pathway to enter the County Admin Building (red).

1.2.1.2.2. From the Library, a conduit will connect the building to the High School Pathway (orange).

1.2.1.2.3. The Library fiber will head southeast along the High School Pathway (yellow) until it intersects with the Route 15 Pathway (yellow)

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1.2.1.2.4. The Library fiber will head north along the Route 15 Pathway (yellow) until it is next to the County Admin Building

1.2.1.2.5. The Library fiber will follow the Library pathway (red) west into the County Admin Building datacenter

1.2.1.3. County

1.2.1.3.1. Notes

1.2.1.3.1.1. Each county facility will have 12 strands of fiber connecting it to the County Admin Building datacenter

1.2.1.3.2. Sheriff's Office

1.2.1.3.2.1. From the Sheriff's Office, a conduit (Sheriff Pathway (pink)) will connect the building to the Library Pathway (red).

1.2.1.3.2.2. The Sheriff's Office fiber will head southwest along the Library Pathway (red) until it intersects with the High School Pathway (orange)

1.2.1.3.2.3. The Sheriff's Office fiber will head southeast along the High School Pathway (yellow) until it intersects with the Route 15 Pathway (yellow)

1.2.1.3.2.4. The Sheriff's Office fiber will head north along the Route 15 Pathway (yellow) until it is next to the County Admin Building

1.2.1.3.2.5. The Sheriff's Office fiber will follow the Library pathway (red) west into the County Admin Building datacenter

1.2.1.3.3. Palmyra Fire Station

1.2.1.3.3.1. From the Palmyra Fire Station, a conduit (Fire Station Pathway (dark blue)) will connect the building to the Route 15 Pathway (yellow).

1.2.1.3.3.2. The Palmyra Fire Station fiber will head south along the Route 15 Pathway (yellow) until it intersects with the Library Pathway (red) in front of the County Admin Building

1.2.1.3.3.3. The Palmyra Fire Station fiber will follow the Library pathway (red) west into the County Admin Building datacenter

1.2.1.3.4. Social Services

1.2.1.3.4.1. From Social Services, a conduit (Social Services Pathway (purple)) will connect the building to the Route 15 Pathway (yellow).

1.2.1.3.4.2. The Social Services fiber will head north along the Route 15 Pathway (yellow) until it intersects with the Library pathway (red) in front of the County Admin Building

1.2.1.3.4.3. The Social Services fiber will follow the Library pathway (red) west into the County Admin Building datacenter

ATTACHMENT A**2. FIVE BID OPTIONS**

- 2.1. As FCPS continue to see increase learning-related bandwidth requirements, additional e-rate eligible methods of providing WAN bandwidth are required. As such, the Schools and Library are seeking the most cost effective method to meet their bandwidth requirements from an e-rate eligible provider.
- 2.2. Any proposal will provide a minimum of 1 Gb and up to at least 20 Gb Ethernet connections for connectivity and pricing.
- 2.3. The circuits shall be capable of carrying multiple protocols such as IP Data, Voice over IP (VoIP) telephony, streaming digital video, teleconferencing, etc. Jitter and latency shall be within industry accepted limits for typical services of these types. The WAN must support the transmission of QoS ("Quality of Service") tags between endpoints.
- 2.4. Fluvanna County Consortium are seeking five options for bids. Respondents may bid one, two, three, four or all five options.
 - 2.4.1. **Lit fiber.** The first option is a fully managed, leased lit fiber transport service from the hub to the specified eligible applicant sites. One-time special construction can be bid separately from the vendors proposed monthly recurring cost for the fully managed leased lit service.
 - 2.4.1.1. Dedicated Lit Transport Bandwidth throughput (upload and download) of 1G, 10G and 20G with Service Level Agreement (SLA) guarantees to all specified sites. The solution must be scalable from 1G and 20G over 1, 4, 7 and 10 year period. All respondents must be capable of providing telecommunication services under the Universal Service Support Mechanism.
 - 2.4.1.2. Each offeror is required to complete the Lit Fiber pricing worksheets below including one time construction costs, construction from property edge to demarcation, total construction cost, one time setup charges, and monthly recurring charges. Pricing is for symmetrical service from the appropriate agency hub to each eligible entity location and should be all inclusive. All inclusive in this case means, including all special construction or non-recurring costs (NRC) and all monthly recurring costs (MRC). No increased pricing will be allowed during the term of the quoted special construction/NRC and MRC
 - 2.4.1.3. FCPS, Library and County do not require firewall and/or content filtering services
 - 2.4.1.4. Each lit service response must also include description of proposal, SLA, timeline, network diagram, demarcation, and references.
 - 2.4.2. **Dark fiber.** The second option is for a leased dark fiber solution that includes special construction, the monthly lease fee, maintenance, and operations. One-time special construction costs should be bid separately from the monthly lease fee. Maintenance and operations fees can be included in the monthly lease fee.
 - 2.4.2.1. As an alternative, respondents can quote a leased dark fiber network solution from the specified hub to the eligible service locations. The price quote should be for a lease of four (4) strands of fiber from the hub to each eligible entity location.
 - 2.4.2.2. Each offeror is required to complete the Dark Fiber pricing worksheets below including one time construction costs, construction from property edge to demarcation, total construction cost, one time setup charges, and monthly recurring charges. Preference will be given to proposals that offer pricing with most of the costs being paid up-front and minimal MRC and annual maintenance costs.
 - 2.4.2.3. Each leased dark fiber response must also include description of proposal, description of maintenance, SLA, timeline, network diagram, demarcation, and references. Operations

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and Internet Services can be bid "bundled" with a leased dark fiber bid, or as a stand-alone bids and must be described as such.

2.4.3. Dark fiber (IRU). The third option is for a leased dark fiber (IRU) solution that includes special construction, the IRU fee, fiber maintenance, and operations. One-time special construction costs should be bid separately from the IRU fee. Maintenance and operations monthly fees should be bid separately from the IRU fee.

2.4.3.1. As an alternative, respondents can quote a 5-20-year indefeasible right to use (IRU) price for four (4) strands of fiber between the specified hub and each eligible entity location.

2.4.3.2. IRU-type pricing should be for a one-time capital cost payment for a 20 Year IRU combined with "all-in" recurring payments for maintenance costs for the entire length of the IRU.

2.4.3.3. Each offeror is required to complete the Dark Fiber IRU pricing worksheets below including one time construction costs, construction from property edge to demarcation, total construction cost, one time setup charges, monthly recurring charges and annual recurring charges. Proposals that offer pricing with most of the costs being paid up-front and minimal annual maintenance costs will be viewed favorably, when comparing proposals.

2.4.3.4. If special construction charges are requested by the vendor for the fiber proposed to be IRU'd, Fluvanna County Consortium expects significant reductions from prevailing market rates for the IRU fee and annual maintenance charges.

2.4.3.5. Each IRU response must also include description of proposal, maintenance, SLA, timeline, network diagram, demarcation, and references. Operations and Internet Services can be bid "bundled" with an IRU bid, or as a stand alone service and must be described as such.

2.4.4. Alternative technologies. The fourth option is any type of other service delivered over a service provider or other third party owned network that delivers bandwidth speeds outlined in the leased lit fiber option. The service must also meet the uptime, latency and jitter specifications of the leased lit fiber service.

2.4.5. Self-provisioned fiber. The fifth option is for district owned (self-provisioned) fiber to the designated locations and includes all eligible special construction charges. Maintenance and operations monthly fees should be bid separately from the special construction charges.

2.4.5.1. As an alternative, Fluvanna County requests that respondents propose design and pricing for a self-provisioned new build of fiber between the hub and each eligible entity location. Twelve (12) strands six (6) pair of single-mode new build fiber are requested.

2.4.5.2. Respondents are requested to provide a proposal for a self-provisioned fiber network based on a special construction project. New eligible fiber special construction charges as defined by the order include construction, design, engineering and project management. Project management should include all necessary paperwork and permits including but not limited to rights of way, easements, and pole attachments. Fluvanna County Consortium desires a fully "turn-key" project so respondents should provide explanation for the Consortiums involvement in the process including ownership and sourcing of permits, etc.

2.4.5.3. Each offeror is required to complete the Self-Provisioned Fiber pricing worksheets below including one time construction costs, construction from property edge to demarcation, and total construction cost. Preference will be given to proposals that offer pricing with most of the costs being paid up-front and minimal annual maintenance costs.

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The solution should include all costs related to the deployment of the proposed circuit, such that there are no additional costs that are expected to be incurred by the district.

2.4.5.4. The annual maintenance and the operations of the high-speed broadband network may be by a third party.

2.4.5.5. Each self-provisioned fiber build response must also include description of proposal, timeline, network diagram, demarcation, references, and Connect America Fund status as described in later sections. Maintenance and/or operations and/or Internet Services can be bid "bundled" with a self-provisioned fiber construction bid, or bid as a stand-alone service and must be described as such.

2.4.5.6. Self-provisioned Fiber Construction Specifications

2.4.5.6.1. FCPS's specifications for a newly constructed fiber infrastructure are contained in Attachment A: OSP INSTALLATION SPECIFICATIONS.

2.4.5.7. Self-provisioned Fiber Project Management:

2.4.5.7.1. Selected respondent and its subcontractors will provide all project management to accomplish the installation of all project work as outlined in Attachment A.

2.4.5.7.2. The respondent will provide engineer(s), certified on selected fiber system specifications and procedures to manage all phases of project as outlined in this proposal. This includes ordering and managing the bill of materials as outlined in Attachment A, directing and managing cable placement and restoration, directing and managing splicing crews and providing detailed documentation at the end of the project.

2.4.5.7.3. Selected respondent and its subcontractors will develop a project management plan, which will include a milestone chart. The milestone chart will outline any critical path events and then track these with the appropriate agency/organization whether; selected respondent, subcontractor or the district.

2.4.6. In E-rate terminology, Special construction refers to the upfront, non-recurring costs associated with the installation of new fiber to or between eligible entities. Applicants may seek funding for special construction charges in connection with leased lit fiber, leased dark fiber, and self-provisioning. Special construction charges eligible for Category One support consist of three components:

2.4.6.1. Construction of network facilities;

2.4.6.2. Design and engineering; and

2.4.6.3. Project management

2.4.6.4. The term "special construction" does not include Network Equipment necessary to light fiber, nor the services necessary to maintain the fiber. Charges for Network Equipment and fiber maintenance are eligible for Category One support as separate services, but not as special construction.

2.4.6.5. All options can include special construction or one-time E-rate eligible non-recurring costs as well as E-rate eligible recurring circuit costs. Based on the bids and both a short term and long term cost effectiveness analysis, Fluvanna County Consortium will determine which, if any, of the lit service, leased dark fiber, Leased Dark fiber (IRU), district self-provisioned fiber construction or some combination of solutions is acceptable.

3. GENERAL TERMS FOR LEASED DARK FIBER, IRU OR SELF-PROVISIONED PROJECTS

3.1. The following are general terms that apply to leased dark fiber, IRU, or self-provisioned fiber builds. Respondents may offer maintenance and operations services, and network equipment purchase (if

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applicable), installation, and operations either themselves or through 3rd party subcontractors. In the case that respondents use external 3rd party service providers or contractors to deliver some or part of the solution, these should be clearly indicated in the response.

3.2. Fiber Specification

3.2.1. All dark or self-provisioned fiber solutions must comprise of single mode fiber end to end.

3.3. Maintenance

3.3.1. Fluvanna County Consortium requires on-going maintenance of the fiber on all Leased Dark Fiber, Leased Dark Fiber (IRU), or self-provisioned fiber solutions. Maintenance responses are required as follows:

- 3.3.1.1. All dark fiber responses (lease and leased dark fiber (IRU)) require maintenance as part of the response, even if maintenance is subcontracted out to a third party. In the case of the third party maintenance, the respondent must hold and manage the subcontract and is ultimately responsible for the SLA. For a leased dark fiber and leased dark fiber (IRU) solution, it is assumed that the Fiber Network is part of a more comprehensive fiber infrastructure of the service provider. The respondent will include only the portion of maintenance that is required to support the Fluvanna County Consortium's fiber segments versus overall network maintenance. If the fiber serves multiple customers, the cost of maintenance should be shared among all the recipients.
- 3.3.1.2. If maintenance cannot be quoted for entire time span of the IRU, please include alternate time span quote as well as explanation for the shorter time span.
- 3.3.1.3. As part of the maintenance contract for an IRU, the fiber owner (not the Consortium) must claim responsibility for repairs in the event of a catastrophic cut or relocate.
- 3.3.1.4. As part of the maintenance contract for an IRU describe the process for relocates including assumption of costs.
- 3.3.1.5. Self-provisioned fiber construction responses are not required to include a maintenance response. Maintenance on self-provisioned fiber may be bid as a stand-alone service, however, "bundled" holistic solutions will be preferred, as outlined in the evaluation criteria. Responses for maintenance on self-provisioned fiber must include scheduled routine maintenance as a monthly cost as well as unscheduled break/fix maintenance as an annual time and material cost estimate. Explanation of how the annual scheduled and unscheduled maintenance was estimated should be included.
- 3.3.1.6. Respondent shall maintain the applicable fiber seven days per week, twenty-four hours per day. Upon notification from the district of a malfunction relating to the applicable fiber, respondent shall respond to such malfunction within four (4) hours and thereafter proceed to correct the malfunction with reasonable diligence.
- 3.3.1.7. When pricing maintenance, the respondent should include an overview of fiber maintenance practices including:
 - 3.3.1.7.1. Routine maintenance and inspection
 - 3.3.1.7.2. Scheduled maintenance windows and scheduling practices for planned outages
 - 3.3.1.7.3. Marker and handhole inspection and repair
 - 3.3.1.7.4. Handling of unscheduled outages and customer problem reports
 - 3.3.1.7.5. What service level agreement is included, and what alternative service levels may be available at additional cost

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- 3.3.1.7.6. What agreements are in place with applicable utilities and utility contractors for emergency restoration
- 3.3.1.7.7. Repair of fiber breaks
- 3.3.1.7.8. Post repair testing
- 3.3.1.7.9. Mean time to repair
- 3.3.1.7.10. Replacement of damaged fiber
- 3.3.1.7.11. Replacement of fiber which no longer meets specifications
- 3.3.1.7.12. Policies for customer notification regarding maintenance
- 3.3.1.7.13. Process for changing procedures, including customer notification practices
- 3.3.1.7.14. Process for moves adds and changes
- 3.3.1.7.15. Process for responding to locate requests
- 3.3.1.7.16. Include itemized costs for annual scheduled maintenance and annual estimated unscheduled maintenance in one (1), three (3) and five (5) year terms.

3.4. Equipment, Installation and Operations

- 3.4.1. Fluvanna County Consortium does not request respondents to provide a quote for an annual operations cost to oversee the technical support of the circuit including installation and configuration of end equipment once the leased dark fiber, leased dark fiber (IRU) or self-provisioned fiber is available for service.

3.5. DESCRIPTION OF PROPOSAL

- 3.5.1. Respondent will provide a description of their proposal for all services and solutions. Description will include an overview of the proposal, any deviations from the requested architecture, design or requirements, assumptions made, other detail Fluvanna County Consortium may find useful or necessary (or could differentiate the solution from a competing proposal).

3.6. SERVICE LEVEL AGREEMENT

- 3.6.1. Respondent will provide a description of the proposed services and service levels provided with the lit fiber, dark fiber, and operations responses. The respondent will provide a proposed Service Level Agreement (SLA) with the IFB response. The proposal must include a description of the following services and how these services will be measured.
 - 3.6.1.1. Fiber Network Availability: the provider will make all reasonable efforts to ensure [99.9-99.99]% network availability of each circuit.
 - 3.6.1.2. Lit and Operations proposals only: Frame/packet loss Commitment
 - 3.6.1.3. Lit and Operations proposals only: Network Latency Commitment
 - 3.6.1.4. Lit and Operations proposals only: Network Jitter Commitment
 - 3.6.1.5. There is no right of provider to limit or throttle the capacity of the circuit at any time for any reason
- 3.6.2. In addition to the required services, the proposal may include but is not to be limited to the following services:
 - 3.6.2.1. Network Operations Center: Solution will provide customer support functions including problem tracking, resolution and escalation support management on a 24x7x365 basis.

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Customer has the right and is encouraged to call concerning any problems that may arise relative to its connection with Vendor provided services.

- 3.6.2.2. **Trouble Reporting and Response:** Upon interruption, degradation or loss of service, Customer may contact Vendor by defined method with a response based on trouble level. Upon contact from the Customer, the Vendor support team will initiate an immediate response to resolve any Customer issue. Customer will receive rapid feedback on trouble resolution, including potential resolution time.
- 3.6.2.3. **Escalation:** In the event that service has not been restored in a timely manner, or the Customer does not feel that adequate attention has been allocated, the Customer can escalate the trouble resolution by request. A list of escalation contacts will be provided when implementation schedule is completed.
- 3.6.2.4. **Resolution:** The Customer will be notified immediately once the problem is resolved and will be asked for verbal closure of the incident.
- 3.6.2.5. **Trouble Reporting, Escalation and Resolution:** A detail trouble reporting, escalation and resolution plan will be provided to the district.
- 3.6.2.6. **Measurement:** Vendor stated commitment is to respond to any outage within two (2) hours and a four (4) hour restoration of service. Time starts from the time the Customer contacts Vendor and identifies the problem. Credits for Outages of shortage will be identified.
- 3.6.2.7. **Reports:** Upon request, an incident report will be made available to the Customer within five (5) working days of resolution of the trouble.
- 3.6.2.8. **Link Performance per segment:** The service will maintain the proposed Link Performance throughout the term of the contract.
- 3.6.2.9. **Historical uptime:** Provide aggregate uptime statistics for your proposed service in the geographic area encompassing Fluvanna County.

3.7. TIMELINE

- 3.7.1. For each response, respondents must include a construction roadmap timeline. For lit and dark fiber responses, preference is given to responses with a service start for all sites on July 1, 2017. For self-provisioned fiber construction responses, use May 30, 2017 as the construction start date and base the roadmap timeline off of that date. Include how the timeline changes per site given an earlier or later start date.

3.8. DEMARCATION

- 3.8.1. All solutions whether lit fiber, leased dark fiber, leased dark fiber (IRU) or self-provisioned fiber construction must terminate service or infrastructure to an existing rack in a Fluvanna County Consortium facility's network closet Designated by the Consortium. Solutions bringing service to the property line but not inside of the demarc address are not acceptable.
- 3.8.2. Respondent must specify the demarcation configuration for each individual site in the proposal.

3.9. NETWORK DIAGRAM

- 3.9.1. For each response, respondents must include a network diagram displaying the paths to be used to serve the specified site. For self-provisioned fiber responses, respondents must include identification of aerial vs. buried fiber segments, detailed drawings showing fiber and equipment locations, and any other pertinent details.

3.10. REFERENCES

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3.10.1. For each response, respondent must provide 3 references from current or recent customers, preferably K-12 with projects equivalent to the size of Fluvanna County. If respondent responds to more than one option (e.g. lit fiber service as well as leased dark fiber), provide 3 references for each.

3.10.2. Please list the references on the references worksheet below.

3.11. SPECIAL CONSTRUCTION AND NON-RECURRING COST

3.11.1. Respondents providing lit fiber proposals which require an upfront payment may include a special construction cost or non-recurring cost. This upfront payment is considered special construction if any new fiber is being installed. If new fiber installation is not necessary, the payment is considered a non-recurring cost and must be entered into the pricing sheet accordingly.

3.11.2. The amount of special construction capital requested will be reviewed based on the cost of historical fiber builds in the region. Respondents should consider other business that may be generated by building fiber into the region and request only the special construction capital allocable to the Fluvanna County's service.

3.12. REQUIRE NOTICE TO PROCEED AND FUNDING AVAILABILITY

3.12.1. Fluvanna County Consortium will follow the purchasing policies of Fluvanna County Public Schools and requirements and procedures of the FCC's E-rate program as administered by the Universal Service Administrative Company to be eligible for all available funding. The implementation of any associated contracts resulting from this competitive bid process will be dependent on the district's issuance of a written Notice to Proceed. E-rate funding notification alone will not signify Notice to Proceed. The district will have the right to allow the contract to expire without implementation if appropriate funding does not come available.

3.12.2. All responding vendors must be a registered vendor with USAC and have a USAC issued Service Provider Identification Number-SPIN. Responding vendors who do not have a USAC issue SPIN must demonstrate reasonable efforts to obtain a SPIN before the service start date.

3.13. ERATE MODERNIZATION ORDER NOTE

3.13.1. Special construction and service eligibility for reimbursement have changed starting funding year 2016. See the Federal Communications Commission E-rate modernization order 2 (WC Docket No. 13-184) (<https://www.fcc.gov/document/fcc-releases-order-modernizing-e-rate-21st-century-connectivity>) for more information.

4. IFB SCORING RUBRIC

4.1.1. The Purpose and Intent of this Invitation for Bid (IFB) is to establish an experienced and qualified offeror whose proposal is determined to be the most advantageous, "Best Value" to the Fluvanna County Consortium's Broadband Project. Fluvanna County Consortium's preference is for a self-provisioned fiber network if such can be accomplished within available funds. Fluvanna County Consortium will compare any proposals for a self-provisioned broadband network against the cost of Dark/Lit service to evaluate the total cost of ownership over a 10 to 20 year life of the fiber network. Preference will be given to the vendor that provides a comprehensive, cost effective solution for current specifications, future capacity requirements, and ongoing service and support that best meets the Consortium's needs. Award shall be made to the offeror whose proposal is determined to be the most advantageous, "Best Value" after taking into consideration all of the evaluation factors set forth in the IFB. The award of a contract shall be at the sole discretion of Fluvanna County

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Consortium. Fluvanna County Consortium and its members including Fluvanna Public Schools, Fluvanna County Library and Fluvanna County Government reserve the right to enter into a contract deemed to be in its best interest. The Evaluation Committee will select a minimum of two (2) vendors best suited to meet the needs of the consortium based on the scoring of the evaluation criteria. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the Evaluation Committee shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. Should the Evaluation Committee determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The Fluvanna County Consortium may request additional information or clarification of proposals and hereby reserves the right to select the particular response to this IFB that it believes will best serve its business and operational requirements. Evaluation of the offerors responding shall be based upon the IFB Scoring Rubric located in "Attachment A", when determining the "Best Value" proposal. Fluvanna County Consortium reserves the right to accept or reject any or all bids, in whole or in part, even with SLD funding approval, to waive any informality and to delete items prior to making the award, whenever it is deemed in the sole opinion of Fluvanna County Consortium to be in its best interest.

4.1.2. Evaluation of the offerors responding shall be based upon the following criteria, when determining the "Best Value" proposal:

4.1.3. Leased Lit Fiber, Leased Dark Fiber, Leased Dark Fiber (IRU), Alternative and Self-provisioned

% Weight	Criteria
<i>Mandatory</i> 30%*	E-rate eligible recurring and one-time circuit costs ¹
<i>Mandatory</i> 15%	Timing: adherence to district preferred rollout timeframe ²
<i>Mandatory</i> 15%	Ability to support requirements as laid out in the IFB ³
<i>Mandatory</i> 10%	Proposed contract terms, conditions and insurance ⁴
<i>Mandatory</i> 10%	Service Reliability / Maintenance SLA
10%	Use of scalable technology (fiber optic) ⁵
10%	Provider references ⁵

*this element must always be the highest weighted

4.1.4. Equipment, Installation, and Operations (If Applicable)

% Weight	Criteria
<i>Mandatory</i> 35%*	E-rate eligible recurring and one-time Operations costs including equipment and installation costs
<i>Mandatory</i> 25%	Ability to support requirements as laid out in the IFB ³
<i>Mandatory</i> 15%	Proposed contract terms and conditions ⁴
<i>Mandatory</i> 15%	Service Reliability
10%	Provider references ⁵

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*this element must always be the highest weighted

- 4.1.5. Notes 1: E-rate eligible circuit cost is the total cost of ownership that includes special construction and NRC in addition to MRC and includes any and all services that will be applied on a monthly recurring basis. E.g. for self-provisioned fiber, recurring circuit costs will include operate, maintain, ISP, and any other monthly service fees. E-rate special construction costs should be clearly indicated and separated from any other E-rate eligible NRC cost. All services offered must be eligible for E-rate Category 1 discounts.
- 4.1.6. Note 2: Timing of build: all bidders are advised to commit to an initial roadmap for rollout of their solution per circuit, based on the E-rate and District & Library timeline. The roadmap should include all steps towards deployment and "go live" of all circuits within this IFB. Any risks or contingencies on the timing should be clearly highlighted in the response.
- 4.1.7. Note 3: Requirements: preference will be given to bidders who can provide the highest level of compliance to all requirements laid out in this document.
- 4.1.8. Note 4: Terms, conditions, [and insurance for Leased Dark Fiber, Leased Dark Fiber (IRU), and Self-provisioned]: preference will be given to bidders that provide the most favorable conditions and insurance for implementation and ongoing service. These elements include (but are not restricted to): length of contracts, ability to scale bandwidth within the contract period, flexibility in timing of up-front payments, etc.
- 4.1.9. Note 5: Fiber optic solutions: preference will be given to solutions based on fiber optic technologies, as the district believes that this will provide maximum future scalability. Bidders are encouraged to outline how fiber optic solutions could be scaled into the future, including potential pricing increments for additional bandwidth that may be likely during the contract period.
- 4.1.10. Note 6: References: preference will be given to bidders who are able to demonstrate a track record of successfully working with K-12 school districts, libraries or similarly sized customers within the state to provide high-quality, affordable solutions and exemplary ongoing service. Bidders should be able to provide access to up to 3 references as part of the evaluation process, as and when requested by the District.

5. OSP INSTALLATION SPECIFICATIONS

5.1. Material Requirements

- 5.1.1. Material will comply with those standards as established by UL or NEMA and shall be commercial grade. All materials will be new and free from defects.
- 5.1.2. Selected contractor and its subcontractors will provide all material management to ensure that the project remains on track according to the project milestones.
- 5.1.3. All due caution will be exercised in transporting and off-loading all materials to prevent any damage during shipping or placement. Any damage to any materials after their initial receipt and inspection by the respondent will be the sole responsibility of the respondent, who will replace such damaged hand holes at no additional expense to the district.
- 5.1.4. Buried conduit shall be 2" or greater of either PVC schedule 40/HDPE SDR 13.5 equivalents or better or EMT (Electrical Metallic Tubing) multiduct with at least three innerducts.
 - 5.1.4.1. Large-radius sweeps shall be provided where required for offset or change in direction of conduit. Bend radius rating of the cable must be adhered to for all conduit bends, pull boxes, and hand holes.
 - 5.1.4.2. Pipe sweep must not exceed 90 degrees at any one point and a bend radius of 40 inches or greater must be maintained for all HDPE pipe.

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- 5.1.4.3. EMT fitting shall be gland or set screw type
- 5.1.4.4. Unless specified by right-of-way owner, crossings will be two conduits, PVC-Sch 40 or better.
- 5.1.5. The exact requirements for location and type of conduit within the building shall be verified with building owner.
- 5.1.6. All Hand Holes shall be Virginia Department of Transportation (VDOT) approved, 45,000 lb. load rated CDR or comparable enclosures on roadways and railways, and pedestrian rated hand holes for non-roadways and railways.
- 5.1.7. All fiber optic cable installed shall be of armored outside plant grade, loose-tube construction, with moisture protection; consisting of single mode 9/125/250 micron class fiber, low loss water band capable, 0.25dB/km@1550nm, 0.35dB/km@1383nm, 0.35dB/km@1310nm, ITU-T G.652.D or superior. Small cross-section cable is preferred.
 - 5.1.7.1. TU-T G.652.C/D compliant
 - 5.1.7.2. Maximum Attenuation @ 1310nm 0.34 dB/km
 - 5.1.7.3. Maximum Attenuation @ 1385nm 0.31 dB/km
 - 5.1.7.4. Maximum Attenuation @ 1550nm 0.22 dB/km
- 5.1.8. Connector Types should be LC unless otherwise specified by the district.
- 5.1.9. Any warranties associated with the fiber and any other outside plant materials must revert to the district as the fiber owner upon completion of construction.
- 5.1.10. All cables brought into buildings shall be terminated in an existing network closet rack designated by Fluvanna County Consortium

5.2. Specifications**5.2.1. General**

- 5.2.1.1. All construction shall occur in the VDOT right-of-way or on County/FCPS owned property unless, as agreed by FCPS, no option can be determined to meet this requirement; the contractor will secure all necessary permits and easements before construction.
- 5.2.1.2. All work areas must be protected by proper signage and physical barriers. Leaving of open excavation areas is discouraged but where absolutely necessary proper barriers, temporary cover and signage/flagging must be provided per local/state/federal regulation.
- 5.2.1.3. Any utility or property damage must be reported to the facility owner and FCPS project manager immediately and repaired by contractor or at contractor's expense.
- 5.2.1.4. Pull line shall be installed along with the cable to facilitate future expansion.
- 5.2.1.5. Cable ID-tags shall be required at every hand-hole or vertical transition.
- 5.2.1.6. In the case of building entries, the Contractor shall work with the County/FCPS and each building owner to ensure proper requirements are met prior to any work being done on site. It is the responsibility of the Contractor to meet all building codes for placing conduit and cables following IEEE, BICSI, and NEC standards. No armored cable should be brought into the building without proper grounding. In cases where new building core bores are required, these will be handled under a separate contract.

5.2.2. Survey

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5.2.2.1. Comply with all ordinances and regulations. Where required, secure permits before placing or excavating on private property, crossing streams, pushing pipe or boring under streets and railways. Pre-survey shall be done prior to each job.

5.2.2.2. The contractor is required to notify Miss Utility of Virginia for the location of any proposed excavation in order to have all existing utilities marked appropriately. Excavation on any Fluvanna County property or on other private property requires notification of that owner in order to locate private utility lines. The contractor shall be bound by the marking time standards for private/public utilities as those marked under Miss Utility of Virginia.

5.2.2.3. Respondent will locate underground lines of third parties in cable route area

5.2.3. Permits and Traffic Control

5.2.3.1. The respondent must adhere to all applicable laws, rules and requirements and must apply for permits to place infrastructure per specification per county or city ordinance applicable to where the infrastructure is being placed.

5.2.3.2. All traffic control, in accordance with local, state, county, or permitting agency laws, regulations, and requirements, will be the respondent's responsibility. The respondent's construction schedule will take into consideration sufficient time for the development and approval of a traffic control plan.

5.2.4. Tracer Wire Installation

5.2.4.1. Tracer wire shall be placed with all conduit installed unless armored or traceable cable is used. The respondent will provide the tracer wire and shall install, splice and test (for continuity) the tracer wire. If the tracer wire is broken during installation, the wire should be repaired and tested for continuity after repair.

5.2.4.2. For multi-duct installation, install a 5/8" X 8" copper clad ground rod in the hand-hole located on public right-of-way. Place a #12 insulated copper locate wire from the ground rod to the fiber optic termination room or to the outside of the building directly below the pull box and terminate on one side of an insulated indoor/outdoor terminal block to the master ground bar in the fiber optic termination room or place a ground rod on the outside of the building. Locate block in an accessible location. This is for "locate purposes only," not for grounding purposes. Note on as-built where ground is placed and tag located wire as "locate wire."

5.2.5. Depth of Burial

5.2.5.1. Except where otherwise specified, the cable shall be placed to a minimum depth of 36" along roadways and 24" on private property. Greater cable depth will be required at the follow locations.

5.2.5.1.1. Where cable route crosses roads, the cable shall be placed at a minimum depth of 48" below the pavement or 36" below the parallel drainage ditch, whichever is greater, unless the controlling authority required additional depth, in which case the greatest depth will be maintained.

5.2.5.1.2. Where cable crosses existing sub-surface pipes, cables, or other structures: at foreign object crossings, the cable will be placed to maintain a minimum of 12" clearance from the object or the minimum clearance required by the object's owner, whichever is greater.

5.2.6. Highway, Railroad, and Other Bored Crossings

5.2.6.1. All crossings of state or federal highways and railroads right-of-way shall be made by boring and placing a pipe casing. The cable shall be placed through the pipe casing.

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Country road and other roadways shall be bored, trenched, or plowed as approved by the appropriate local authority.

5.2.6.2. All work performed on public right-of-way or railroad right-of-way shall be done in accordance with requirements and regulations of the authority having jurisdiction there under.

5.2.6.3. Respondent shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn.

5.2.6.4. Where the cable route crosses railroad right-of-way, the cable shall be placed at a minimum depth of 60" below the railroad surface or 36" below the parallel drainage ditch, whichever is greater, unless the controlling authority requires additional depth, in which case the greatest depth will be maintained.

5.2.7. Roadways, Parking Lots and Sidewalks

5.2.7.1. Installation under roadways/parking lots/sidewalks will be performed by directional boring. Pavement cuts shall only be allowed where absolutely necessary and require County approval. Paved surfaces must be properly repaired; compacted fill or equivalent, and replacement surface to match existing surface.

5.2.8. Cable Markers

5.2.8.1. Cable markers shall be placed within 48 hours of cable installation. Unless the right-of-way or property owner specifies otherwise, cable markers shall be placed at all change in directions, splices, fence line crossings, at road and stream crossings, and other points on the route not more than 1,000 feet apart.

5.2.8.2. In addition, on highway right-of-way, the markers shall be located at the highway right-of-way line. Markers shall always be located so that they can be seen from the location of the cable.

5.2.9. Hand Holes and Vaults

5.2.9.1. Hand holes will be placed in accordance with standard industry practice following the specifications provided in the construction plans, typical drawings, and detail drawings. Special attention and planning must be exercised to ensure accessibility by other groups after construction has been completed.

5.2.9.2. In-ground pull/splice vaults/handboxes shall be placed at reasonable intervals. This is typically in the range of 400-800 feet based on the amount of turn in the conduit. On exceptionally straight conduit runs 1,200 feet may be possible; at no time should 1,200 feet be exceeded except where approved by project manager. All installations shall be proposed to the FCPS for approval prior to installation.

5.2.9.3. Hand-holes placed will be a minimum of 17" x 30" x 18", with open bottom, constructed of polymer concrete consisting of sand and aggregate bound together with polymer resin, or plastic hybrid in non-traffic areas. Upsizing of hand-hole will be determined to accommodate anticipated splice cases and cable slack.

5.2.9.4. Mesh shall be placed in the bottom of the hand-hole with 6" of pea gravel. Hand-holes placed along any right-of-way shall be AASHTO H-20 rated with 20K lids where traffic loading is anticipated, otherwise TIER 15 is acceptable. All hand-holes and lids shall comply with the NESC for loading. Hand-holes shall not be installed on steep banks or slopes where the cover cannot be leveled within a tolerance of one inch (1") of drop to twelve inches (12") of grade. Placement locations will be provided in the Contract Documents.

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5.2.9.5. All hand holes unless otherwise stipulated by the drawings will be buried with 12" to 18" of cover at final grade.

5.2.9.6. Immediately after placement, the soil around and over the hand hole will be tamped and compacted. Should any washouts occur, the respondent will be responsible for correcting the problem immediately without additional cost to the district.

5.2.9.7. After cable placement all ducts will be sealed.

5.2.9.8. All splice hand holes/manholes will be grounded

5.2.9.9. A minimum of 100' coil of cable shall be left in each hand hole/building for splicing use.

5.2.9.9.1. Slack in the cable sufficient to reach into a splice van shall be required at each vault, this will typically be a minimum of 100 feet as specified in the latest VDOT fiber requirements, but may vary by site location.

5.2.10. Splicing

5.2.10.1. Fiber to fiber fusion splicing of optical fibers at each point including head ends is required.

5.2.10.2. Complete testing services, such as end to end, reel testing, and splice loss testing, ORL, power meter/laser source testing and WDM testing is required.

5.2.10.3. Individual splice loss will be 0.10 dB for single-mode unless after 3 attempts these values cannot be achieved, then the fibers will be re-spliced until a splice loss within 0.05 dB of the lowest previous attempts is achieved. Splice loss acceptance testing will be based on the fusion splicer's splice loss estimator.

5.2.11. Aerial Plant

5.2.11.1. Fluvanna County Consortium prefers buried fiber but is open to aerial fiber runs under special circumstances using existing utility poles. Respondent must include aerial fiber run details in the proposal and adhere to pole owners' requirements for clearances, spans, grounding, guys and attachments.

5.2.11.2. In the case of an aerial transition to avoid a construction obstacle, the Contractor shall provide the strand and all hardware to lash the cable in place and set anchors in all required locations. The strand shall be grounded at every pole per NESC standards.

5.2.12. Testing Cable

5.2.12.1. The respondent shall be responsible for on-reel verification of cable quality prior to placement.

5.2.12.2. Completed test forms on each reel shall be submitted to the district.

5.2.12.3. Respondent assumes responsibility for the cable after testing. This responsibility covers all fibers in the cable.

5.2.12.4. The respondent shall supply all tools, test equipment, consumables, and incidentals necessary to perform quality testing.

5.2.12.5. The cable ends shall be sealed upon completion of testing.

5.2.12.6. In addition to splice loss testing, selected respondent will perform end-to-end insertion loss testing of single-mode fibers at 1310 nm and 1550 nm from one direction for each terminated fiber span in accordance with TIA/EIA-526-7 (OFSTP 7). For spans greater than 300 feet, each tested span must test to a value less than or equal to the value determined by calculating a link loss budget.

ATTACHMENT A**5.2.13. Restoration**

- 5.2.13.1. The contractor shall not open a work area greater than that which can be restored in the specified time.
- 5.2.13.2. All work sites will be restored to as near their original undisturbed condition as possible, all cleanup will be to the satisfaction of the district and any permitting agencies.
- 5.2.13.3. Respondent shall provide a brief description of restoration plan in the response, with the expectation that a more detailed restoration plan will be delivered prior to construction begins.
- 5.2.13.4. Work site restoration will include the placement of seed, mulch, sod, water, gravel, soil, sand, and all other materials as warranted.
- 5.2.13.5. Backfill material will consist of clean fill. Backfilling, tamping, and compaction will be performed to the satisfaction of the district, the representative of any interested permitting agency, and/or the railroad representative.
- 5.2.13.6. Respondent will be responsible for any restoration complaints arising within one year after the district's final acceptance.
- 5.2.13.7. Excess material will be disposed of properly.
- 5.2.13.8. Debris from clearing operations will be properly disposed of by the respondent/subcontractors as required by permitting agencies or the railroad. Railroad ties, trees, stumps or any foreign debris will be removed, stacked, or disposed of by the respondent as per requirements by other interested permitting agencies, and/or the district.
- 5.2.13.9. Road shoulders, roadbeds, and railroad property will be dressed up at the end of each day. No payment for installation will be permitted until cleanup has been completed to the satisfaction of the any permitting agencies, and/or the district.
- 5.2.13.10. Site clean-up will include the restoration of all concrete, asphalt, or other paving materials to the satisfaction of the other interested permitting agencies, and/or the district.

5.2.14. Documentation**5.2.14.1. As Built Drawing will include:**

- 5.2.14.1.1. Drawings, site drawings, permit drawings, and computerized design maps and electronically stored consolidated field notes for the entire route must be included in the documentation. The method of installation will dictate the additional types of documentation that should be provided. For example, documentation of aerial installation should include pole attachment inventories, pole attachment applications, pole attachment agreements between respondent and other utilities, GPS points of reference for utility poles, and photo images of poles to which fiber is attached. Documentation of underground installation should include conduit design, conduit detailing, conduit path, conduit depth, manhole detailing, hand hole location, vault location, cabinet location, preparation of all forms and documentation for approval of conduit construction and/or installation, verification of as-built and computerized maps.

5.2.14.1.2. Fiber Cable Route

- 5.2.14.1.2.1. Splicing locations
- 5.2.14.1.2.2. Optical Fiber assignments at Patch Panels
- 5.2.14.1.2.3. Optical fiber assignments at splice locations.

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- 5.2.14.1.2.4. Installed cable length
- 5.2.14.1.2.5. Date of Installation
- 5.2.14.1.3. Fiber Optic details will include:
 - 5.2.14.1.3.1. Manufacturer
 - 5.2.14.1.3.2. Cable Type, Diameter
 - 5.2.14.1.3.3. Jacket Type: Single Mode
 - 5.2.14.1.3.4. Fiber core and cladding diameter
 - 5.2.14.1.3.5. Fiber attenuation per Kilometer
 - 5.2.14.1.3.6. Fiber bandwidth and dispersion
 - 5.2.14.1.3.7. Index of refraction
- 5.2.14.1.4. OTDR documentation will include:
 - 5.2.14.1.4.1. Each span shall be tested bi-directionally from endpoint to endpoint. Each span's traces shall be recorded and mapped. Each splice loss from each direction and the optical length between splices as well as any of the information required by Span Map.
 - 5.2.14.1.4.2.
 - 5.2.14.1.4.3. Reel acceptance
 - 5.2.14.1.4.4. Individual fiber traces for complete fiber length
 - 5.2.14.1.4.5. Paper and computer disk records of all traces.
 - 5.2.14.1.4.6. Losses of individual splices
 - 5.2.14.1.4.7. Anomalies
 - 5.2.14.1.4.8. Wavelength tests and measurement directions
 - 5.2.14.1.4.9. Manufacturer, model, and serial number of OTDR
 - 5.2.14.1.4.10. Date of last calibration.
- 5.2.14.1.5. Power Meter documentation will include:
 - 5.2.14.1.5.1. Total link loss of each fiber
 - 5.2.14.1.5.2. Wavelengths tested and measurement directions
 - 5.2.14.1.5.3. Manufacturer, model, and serial number of test equipment
 - 5.2.14.1.5.4. Date of last calibration
- 5.2.14.2. Documentation must be provided in digital format that is agreeable to Fluvanna County Consortium.

5.3. References, Standards and Codes

- 5.3.1. Specifications in this document are not meant to supercede state law or industry standards. Respondents shall note in their response where their proposal does not follow the requested specification to comply with state law or industry standard. The following standards are based upon the Customer-Owned Outside Plant Design Manual (CO-OSP) produced by BICSI, the Telecommunications Distribution Methods Manual (TDMM) also produced by BICSI, ANSI/TIA/EIA and ISO/IEC standards, and NEC codes, among others.

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5.3.2. It is required that the respondent be thoroughly familiar with the content and intent of these references, standards, and codes and that the respondent be capable of applying the content and intent of these references, standards, and codes to all outside plant communications system designs executed on the behalf of the district.

5.3.3. Listed in the table below are references, standards, and codes applicable to outside plant communications systems design. If questions arise as to which reference, standard, or code should apply in a given situation, the more stringent shall prevail. As each of these documents are modified over time, the latest edition and addenda to each of these documents is considered to be definitive.

5.3.3.1. Table 1 — References, Standards, and Codes

Standard/Reference	Name/Description
BICSI CO-OSP	BICSI Customer-Owned Outside Plant Design Manual
BICSI TDMM	BICSI Telecommunications Distribution Methods Manual
BICSI TCIM	BICSI Telecommunications Cabling Installation Manual
	Customer-Owned Outside Plant Telecommunications Cabling Standard
TIA/EIA - 568	Commercial Building Telecommunications Cabling Standard
TIA/EIA - 569	Commercial Building Standard for Telecommunication Pathways and Spaces
TIA/EIA - 606	The Administration Standard for the Telecommunications Infrastructure of Commercial Buildings
TIA/EIA - 607	Commercial Building Grounding and Bonding Requirements for Telecommunications
TIA/EIA - 455	Fiber Optic Test Standards
TIA/EIA - 526	Optical Fiber Systems Test Procedures
IEEE 802.3 (series)	Local Area Network Ethernet Standard, including the IEEE 802.3z Gigabit Ethernet Standard
NEC	National Electric Code, NFPA
NESC	National Electrical Safety Code, IEEE
OSHA Codes	Occupational Safety and Health Administration, Code of Federal Regulations (CFR) Parts 1910 - General Industry, and 1926 - Construction Industry, et al.

ATTACHMENT A**Pricing Worksheets for Connections**

1. As E-rate funding is sought for this project, FCPS and the Library must follow E-rate rules in regards to construction and service costs as they relate to leased lit fiber, leased dark fiber or dark fiber IRU. Each offeror should show construction costs associated with getting leased lit fiber, leased dark fiber and dark fiber IRU to the building (if applicable) along with a separate construction cost (if applicable) for terminating the fiber in a Fluvanna County Consortium equipment closet rack at each site. The overall cost to the Consortium will be considered in awarding a contract from this bid.
2. Construction Cost for Lit, Dark or Dark (IRU) Fiber from Specified Datacenter to Individual Site (If Applicable)

Qty	Description	Agency	One Time Cost
1	Construction costs at Abrams building (FCPS datacenter)	Schools	
1	From Abrams datacenter to FCPS Bus Garage	Schools	
1	From Abrams datacenter to Carysbrook Elementary	Schools	
1	From Abrams datacenter to Central Elementary	Schools	
1	From Abrams datacenter to Fluvanna High School	Schools	
1	From Abrams datacenter to FCPS School Board Office	Schools	
	Total FCPS Construction Cost		
1	Construction costs at County Admin building (datacenter) for Library	Library	
1	From County datacenter to Fluvanna County Public Library	Library	
	Total Library Construction Cost		
1	Construction costs at County Admin building (datacenter) for remote County facilities	County	
1	From County datacenter to Social Services	County	
1	From County datacenter to Palmyra Fire Station	County	
1	From County datacenter to Fluvanna County Sheriff's Office	County	
	Total County Construction Cost		
	Total Project Construction Cost		

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Pricing Worksheets for Connections

3. Construction Cost for Lit, Dark or Dark (IRU) Fiber from Property Edge to Demarcation (If Applicable)

Qty	Description	Agency	One Time Cost
1	Construction costs to Abrams building (FCPS datacenter) demarcation	Schools	
1	Construction costs to demarcation in FCPS Bus Garage	Schools	
1	Construction costs to demarcation in Carysbrook Elementary	Schools	
1	Construction costs to demarcation in Central Elementary	Schools	
1	Construction costs to demarcation in Fluvanna High School	Schools	
1	Construction costs to demarcation in FCPS School Board Office	Schools	
	Total FCPS Construction Cost To Demarcations		
1	Construction costs to demarcation in County Admin building (datacenter) for Library	Library	
1	Construction costs to demarcation in Fluvanna County Public Library	Library	
	Total Library Construction Cost To Demarcations		
1	Construction costs to demarcation in County Admin building (datacenter) for remote County facilities	County	
1	Construction costs to demarcation in Social Services	County	
1	Construction costs to demarcation in Palmyra Fire Station	County	
1	Construction costs to demarcation in Fluvanna County Sheriff's Office	County	
	Total County Construction Cost to Demarcations		
	Total Project Construction Cost To Demarcations		

ATTACHMENT A**Pricing Worksheets for Connections****4. Total Cost for Lit, Dark or Dark (IRU) Fiber Construction (If Applicable)**

Description	One Time Cost
Total FCPS Construction Cost	
Total FCPS Construction Cost To Demarcations	
Total FCPS Construction	
Total Library Construction Cost	
Total Library Construction Cost To Demarcations	
Total Library Construction	
Total County Construction Cost	
Total County Construction Cost To Demarcations	
Total County Construction	

ATTACHMENT A

Pricing Worksheets for Connections

5. Construction Cost of Self-Provisioned Fiber from Specified Datacenter to Individual Site (If Applicable)

Qty	Description	Agency	One Time Cost
1	Construction costs at Abrams building (FCPS datacenter)	Schools	x in D:Mark cost
1	From Abrams datacenter to FCPS Bus Garage	Schools	16,000 ⁰⁰
1	From Abrams datacenter to Carysbrook Elementary	Schools	93,000 ⁰⁰
1	From Abrams datacenter to Central Elementary	Schools	5,000 ⁰⁰
1	From Abrams datacenter to Fluvanna High School	Schools	90,000 ⁰⁰
1	From Abrams datacenter to FCPS School Board Office	Schools	216,000 ⁰⁰
	Total FCPS Construction Cost		420,000 ⁰⁰
1	Construction costs at County Admin building (datacenter) for Library	Library	x in D:Mark cost
1	From County datacenter to Fluvanna County Public Library	Library	6,500 ⁰⁰
	Total Library Construction Cost		6,500 ⁰⁰
1	Construction costs at County Admin building (datacenter) for remote County facilities	County	x in D:Mark cost
1	From County datacenter to Social Services	County	16,000 ⁰⁰
1	From County datacenter to Palmyra Fire Station	County	4,000 ⁰⁰
1	From County datacenter to Fluvanna County Sheriff's Office	County	2,000 ⁰⁰
	Total County Construction Cost		22,000 ⁰⁰
	Total Project Construction Cost		448,500 ⁰⁰

ATTACHMENT A

Pricing Worksheets for Connections

6. Construction Cost of Self-Provisioned Fiber from Property Edge to Demarcation (If Applicable)

Qty	Description	Agency	One Time Cost
1	Construction costs to Abrams building (FCPS datacenter) demarcation	Schools	5,000
1	Construction costs to demarcation in FCPS Bus Garage	Schools	1,500 ⁰⁰
1	Construction costs to demarcation in Carysbrook Elementary	Schools	3,000 ⁰⁰
1	Construction costs to demarcation in Central Elementary	Schools	4,000 ⁰⁰
1	Construction costs to demarcation in Fluvanna High School	Schools	4,500 ⁰⁰
1	Construction costs to demarcation in FCPS School Board Office	Schools	2,000 ⁰⁰
	Total FCPS Construction Cost To Demarcations		20,000 ⁰⁰
1	Construction costs to demarcation in County Admin building (datacenter) for Library	Library	3,000 ⁰⁰
1	Construction costs to demarcation in Fluvanna County Public Library	Library	1,500 ⁰⁰
	Total Library Construction Cost To Demarcations		4,500 ⁰⁰
1	Construction costs to demarcation in County Admin building (datacenter) for remote County facilities	County	4,000 ⁰⁰
1	Construction costs to demarcation in Social Services	County	2,500 ⁰⁰
1	Construction costs to demarcation in Palmyra Fire Station	County	2,000 ⁰⁰
1	Construction costs to demarcation in Fluvanna County Sheriff's Office	County	2,000 ⁰⁰
	Total County Construction Cost to Demarcations		10,500 ⁰⁰
	Total Project Construction Cost To Demarcations		35,000 ⁰⁰

ATTACHMENT A

Pricing Worksheets for Connections

7. Total Self-Provisioned Fiber Construction Cost (If Applicable)

Description	One Time Cost
Total FCPS Construction Cost	420,000 ⁺
Total FCPS Construction Cost To Demarcations	20,000
Total FCPS Construction	440,000 ⁺⁺
Total Library Construction Cost	6,500 ⁺⁺
Total Library Construction Cost To Demarcations	4,500 ⁺⁺
Total Library Construction	11,000 ⁺⁺
Total County Construction Cost	22,000 ⁺⁺
Total County Construction Cost To Demarcations	10,500 ⁺⁺
Total County Construction	32,500 ⁺⁺

ATTACHMENT A

Pricing Worksheets for Connections

8. Initial One Time Setup Charges for Lit, Dark or Dark (IRU) Fiber (If Applicable)

Qty	Description	Agency	One Time Cost
1	One-Time Setup Charge for Abrams building (FCPS datacenter)	Schools	
1	One-Time Setup Charge for FCPS Bus Garage	Schools	
1	One-Time Setup Charge for Carysbrook Elementary	Schools	
1	One-Time Setup Charge for Central Elementary	Schools	
1	One-Time Setup Charge for Fluvanna High School	Schools	
1	One-Time Setup Charge for FCPS School Board Office	Schools	
	Total FCPS One-Time Cost		
1	One-Time Setup Charge for County Admin building (datacenter) for Library	Library	
1	One-Time Setup Charge for Fluvanna County Public Library	Library	
	Total Library One-Time Cost		
1	One-Time Setup Charge for County Admin building (datacenter) for remote County facilities	County	
1	One-Time Setup Charge for Social Services	County	
1	One-Time Setup Charge for Palmyra Fire Station	County	
1	One-Time Setup Charge for Fluvanna County Sheriff's Office	County	
	Total County One-Time Cost		
	Total Project One-Time Cost		

ATTACHMENT A**Pricing Worksheets for Connections****9. Monthly Reoccurring Cost (MRC) for Lit Fiber Service Lease Worksheet**

- a. This project will provide minimum scalable 1Gb to 20Gb connectivity with 1Gb starting on July 1, 2017 and an estimated 20Gb on July 1, 2023

		July 1 2017	July 1 2020	July 1 2023	July 1 2026
Site Description	Agency	1 GB MRC	10 GB MRC	20 GB MRC	20 GB MRC
FCPS Datacenter to FCPS Bus Garage	Schools				
FCPS Datacenter to Carysbrook Elementary	Schools				
FCPS Datacenter to Central Elementary	Schools				
FCPS Datacenter to Fluvanna High School	Schools				
FCPS Datacenter to FCPS School Board Office	Schools				
Total FCPS Monthly Charges					
County Datacenter to Fluvanna County Public Library	Library				
Total Library Monthly Charges					
County Datacenter to Social Services	County				
County Datacenter to Palmyra Fire Station	County				
County Datacenter to Fluvanna County Sheriff's Office	County				
Total County Monthly Charges					

ATTACHMENT A**Pricing Worksheets for Connections****10. Monthly Reoccurring Cost (MRC) for Dark Fiber Service Lease Worksheet**

- a. This project will provide minimum scalable 1Gb to 20Gb connectivity with 1Gb starting on July 1, 2017 and an estimated 20Gb on July 1, 2023

		July 1 2017	July 1 2020	July 1 2023	July 1 2026
Site Description	Agency	1 GB MRC	10 GB MRC	20 GB MRC	20 GB MRC
FCPS Datacenter to FCPS Bus Garage	Schools				
FCPS Datacenter to Carysbrook Elementary	Schools				
FCPS Datacenter to Central Elementary	Schools				
FCPS Datacenter to Fluvanna High School	Schools				
FCPS Datacenter to FCPS School Board Office	Schools				
Total FCPS Monthly Charges					
County Datacenter to Fluvanna County Public Library	Library				
Total Library Monthly Charges					
County Datacenter to Social Services	County				
County Datacenter to Palmyra Fire Station	County				
County Datacenter to Fluvanna County Sheriff's Office	County				
Total County Monthly Charges					

ATTACHMENT A**Pricing Worksheets for Connections****11. Cost Worksheet for Dark Fiber IRU**

		60 Month IRU (1 Pair)	60 Month IRU (2 Pair)	120 Month IRU (1 Pair)	120 Month IRU (2 Pair)	240 Month IRU (1 Pair)	240 Month IRU (2 Pair)
Site Description	Agency						
FCPS Datacenter to FCPS Bus Garage	Schools						
FCPS Datacenter to Carysbrook Elementary	Schools						
FCPS Datacenter to Central Elementary	Schools						
FCPS Datacenter to Fluvanna High School	Schools						
FCPS Datacenter to FCPS School Board Office	Schools						
Total FCPS Monthly Charges							
County Datacenter to Fluvanna County Public Library	Library						
Total Library Monthly Charges							
County Datacenter to Social Services	County						
County Datacenter to Palmyra Fire Station	County						
County Datacenter to Fluvanna County Sheriff's Office	County						
Total County Monthly Charges							

END OF SECTION

ATTACHMENT B

SOLICITATION # 2017 - 0124
CONTRACTOR DATA SHEET

- 1. QUALIFICATION OF BIDDER:** The Bidder shall have the capability and the capacity in all respects to fully satisfying all the contractual requirements.
- 2. YEARS IN BUSINESS:** Indicate the length of time the Bidder has been in business providing the services in this solicitation:
 Years 25 years Months.
- 3. REFERENCES:** Bidders shall provide a listing of at least three (3) references for which the company has provided specified services of the same or greater scope within the last three (3) years. FCPS, County and Library **cannot be a reference.**

1.	Company Name: <u>Spotsylvania County Schools</u>	Address: <u>6712 Smith Station Rd</u> <u>Spotsylvania, VA</u>
	Contact Name: <u>Mark Darden</u>	Contact Title: <u>Network Administrator</u>
	Work Phone Number:	Mobile Phone Number: <u>540 903-0710</u>
	Email Address: <u>MDarden@spotsylvania.k12.va.us</u>	
	Description of Project: <u>installed fiber to twenty six (26) schools from</u> <u>School Data Center</u>	

2.	Company Name: <u>King George Co. Schools</u>	Address: <u>10459 Courthouse Dr</u> <u>King George, VA 22485</u>
	Contact Name: <u>Dan Hopper</u>	Contact Title: <u>IT Director</u>
	Work Phone Number: <u>540 775-5833 x12</u>	Mobile Phone Number: <u>540- 273-2643</u>
	Email Address: <u>Dhopper@KGCs.k12.va.us</u>	
	Description of Project: <u>connect four schools to School Data Center</u>	

3.	Company Name: <u>Greene Co. Schools</u>	Address: <u>40 Cult Rd</u> <u>Standardsville, VA</u>
	Contact Name: <u>Dale Harring</u>	Contact Title: <u>IT Director 434-3534</u>
	Work Phone Number: <u>434-939-9000</u>	Mobile Phone Number: <u>434- 939 9000</u>
	Email Address: <u>DHarring@greene-county-schools.com</u>	
	Description of Project: <u>connect six school to County Data Center</u>	

FLUVANNA COUNTY PUBLIC SCHOOLS

Finance Office

VENDOR INFORMATION FORM

The following vendor information is required with all IFB/RFP responses along with a completed and signed W-9 form:

Ordering Address:

Legal Business Name: Computer Cabling & Telephoniz Services, Inc.

D/B/A: Computer Cabling & Technology Services

Address: 3445 Lake Pointe Dr.

City, State, Zip: Rockingham, VA 22801

Phone: 540-437-4201 Fax: 540-564-2401

Email Address: Daniel.Beam@ccsi.com

Tax ID#: 54-1695884 SCC#: 0412751-0

E-Rate Service Provider Name: Computer Cabling & Telephoniz Services, Inc.

E-Rate Service Provider ID (SPIN): 143007932

Remittance Address:

Check box if same as above ☒

Legal Business Name: _____

Address: _____

City, State, Zip: _____

Contact Information:

Name: Daniel M. Beam

Title: President

Work Phone: 540-437-4201 Mobile Phone: 540-820-5252

E-mail Address: Daniel.Beam@ccsi.com

CERTIFICATION OF NO CRIMES AGAINST CHILDREN

This form must be returned with your bid.

Bid Number: 2017 - 0124 Bid Topic: Fluvanna County Public Schools Broadband Project

CERTIFICATION OF NO CRIMES AGAINST CHILDREN

Vendor acknowledges that the implementation of this Contract requires Vendor, Vendor's employees or other persons that will provide services under this Contract to have direct contact with **Fluvanna County Public Schools** students. Therefore, Vendor hereby certifies that neither Vendor, any of Vendor's employees nor any person that will provide services under this Contract who will have direct contact with students on school property during regular school hours or during school-sponsored activities has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Vendor understands that, pursuant to Code of Virginia §22.1-296.1, making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. **Fluvanna County Public Schools** shall not be liable for materially false statements regarding the certifications required under this Contract.

Have you, your employees, or any person who will have direct contact with students under this contract been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child?

(NO)

YES (please explain) _____

Computer Cabling & Telephone Services, Inc. 4/12/17
Vendor _____ Date _____
By: Daniel M. Bean
Print: DANIEL M. BEAN
Title: PRESIDENT

Fluvanna County Public Schools Broadband Project IFB # 2017-0124

1. Annual Estimated Maintenance (Maint) Costs for Self Provisioned Fiber Worksheet

- a. Fluvanna County Consortium requires on-going maintenance of the fiber on all Leased Dark Fiber, Leased Dark Fiber (IRU), or self-provisioned fiber solutions. Maintenance responses for self-provisioned fiber are required to use the worksheet below for cost projections as referenced under Attachment A, Project Specifications, Section 3.3 Maintenance.

Organization	Annual Estimated Scheduled Maint. for 1 years	Annual Estimated Unscheduled Maint. for 1 years	Annual Estimated Scheduled Maint. for 3 years	Annual Estimated Unscheduled Maint. for 3 years	Annual Estimated Scheduled Maint. for 5 years	Annual Estimated Unscheduled Maint. for 5 years
Total FCPS Charges	3,000 ^u	3,000	10,000 ^u	10,000	17,500 ^u	17,500
Total Library Charges	300 ^u	300	1,000 ^u	1,000	1,500 ^u	1,500
Total County Charges	700 ^u	700 ^u	2,500 ^u	2,500	4,500 ^u	4,500

Description of services included with scheduled maintenance:

- 1- Test unused strands with OTDR - Annually
- 2- survey for fiber cuts - missing fiber markers - Annually
- Hand held cables not started -

Description of services included with unscheduled maintenance:

- 1- Miss Utility locating - must be performed by someone - not included in .
- 2- repairs - not covered by Miss Utility locates -



3445 Lake Pointe Drive
 Rockingham, VA 22801
 540 437 4201 Vx, 540 564 2401 Fax

4/10/2017

Company Profile

Computer Cabling & Technology Services (CCTS) is a leader in design and installation of fiber optic and copper network wiring systems. Our goal is to create a Structured Cabling System (SCS) for our customer's premise. The SCS design ensures flexibility, supports low maintenance, is easily expandable, and is guaranteed for a minimum of fifteen (15) years. We rely on customer referrals for future sales. The CCTS customer base includes manufacturing facilities, high rise commercial buildings, government facilities, private and public school campuses, hospitals, retail commercial facilities, and professional offices.

Our network electronics division provides its customers with complete solutions for their commercial or private network system needs including design, installation and engineering support.

CCTS Company Personnel

Administrative Staff:

Daniel M. Beam	President	BBA Accounting & Data Processing - JMU RCDD, BICSI
Melinda W. Beam	Secretary/Treasurer Business Mgr	Human Resources Accounts Receivable
Ricky Sponaugle	OSP projects Mgr	
Mark Farver	Voice/ Network Technician	

The Company provides technical training and safety seminars to field staff. Our staff periodically attends training sessions provided by Panduit and other manufacturers. Factory personnel also conduct in-house and field training demonstrations. We feel our firm is one of the largest, most competent organization providing cabling systems in the state of Virginia.



3445 Lake Pointe Drive
Rockingham, VA 22801
540 437 4201 Vx, 540 564 2401 Fax

4/10/2017

CCTS Qualifications and Certifications Include:

- Certified SYSTIMAX Installer
- Certified Panduit Installer (PCI)
- Certified Superior Modular Products Installer
- Certified ADC/Krone Installer
- Certified Siecor Fiber Installer
- Certified Hubbell Installer
- Certified AMP Installer
- Certified Optical Cable Fiber Installer
- Corporate BISC Member
- Cisco Premier Value added Reseller

Company: Computer Cabling & Telephone Services, Inc.
d.b.a./ Computer Cabling & Technology Services
3445 Lake Pointe Drive
Rockingham, VA 22801
S-Corporation FEIN 54-1695884 VA incorporated July 1992
Web Address: www.cctsi.com

Geographic Area: Virginia, Maryland, West Virginia

Company Uses State-of-the-Art Equipment:

3	Fluke Penta Scanners	3	Siecor Fusion Splice Tool
2	Fluke Omni Scanner	1	Greenlee Cable Puller
1	Noyse Optical Light Source and Meter	1	Sumitomo Fast Cat Fusion Splicer
1	Noyse Mini OTDR	1	Ditch Witch 410SX Drop Plow
1	Ditch Witch Trencher 3500w/ Bore	1	Siecor OTDR
1	Ford Diesel Dump Truck w/ Trailer	1	Vac Tron Unit
3	Mini-excavator Bobcat 331 & 430	1	Ditch Witch Rock Saw 6510
1	Noyse OTDR	1	OWL optical power meter and source
1	Ditch Witch JT2020 HDD	3	Ditch Witch Cable plow (2-50 HP and 1-110HP)
1	Vermeer 16 x 20 HDD		
1	Ditch Witch JT920 HDD w/ trailer	7	Roose Cable Reel trailers
1	F450 Bucket Truck w/ 34' lift	1	F350 DRW / 500 gal mixing system
1	Ditch Witch 2720AT HDD Rock Drill	1	F650 Stake Body w/ 1000 gal mixing system
2	JDSU OTDR SM fiber		

Personnel Summary:

- Installers
- Field Technicians
- Operations Manager
- Sales, Design
- Office Manager
- 30 Total Personnel plus seasonal and part-time as required.



3445 Lake Pointe Drive
Rockingham, VA 22801
540 437 4201 Vx, 540 564 2401 Fax

4/10/2017

Vehicle Fleet Includes:

- 6 Mini Vans
- 9 Pick-up Trucks
- 1 Jeep
- 10 Trailers
- 7 Cable Reel trailers
- 1 Ford 650 Utility Truck
- 1 Ford Aerial bucket Truck (34')
- 1 Ford 700 Dump Truck
- 1 F350 DRW w/ mixing system
- 1 Freightliner Cushion Truck w/ Arrow Board
- 38 Total Vehicles/trailers

VA Class A Contractor License # 2705 042592A (expires 1/31/2018), specialties: ELE
West Virginia Contractors License #WV053901 (expires 7-15-2017)
Maryland Contractors License # 8608 (expires 5-15-2017)

NAICS: 238210

DUNS 80-000-0390

Service Provider Identification Number (SPIN) as provided by the Universal Service Administration
Company (USAC): #143007932

Virginia SWAM: 647304 Oct 2014 – October 2017

NAICS : 238210

FRN : 0020515565

SCC 0412751-0

Banking

Farmers & Merchants Bank

80 Cross Keys Rd

Harrisonburg, VA 22801

Jonah Pence V.P Commercial Relationship Manager

(540) 437-3461

Insurance:

Layman Deiner Insurance

205 South Liberty Street

Harrisonburg, VA 22801

John Riner (540) 438-4128

Alfa Insurance Companies

C/L Pkg w/ leased eq ARV0607923 Expires 7/31/17

Umbrella UCV0097091 Expires 7/31/17

Workers Comp WCV6102992 Expires 7/31/17

Automotive CAV0183690 Expires 7/31/17

Bonding: Cinncinati Financial Bonding Company



3445 Lake Pointe Dr
Harrisonburg, VA 22801
540 437 4201 Vx, 540 564 2401 Fax

Fiber Optic References

- | | |
|--|--|
| <p>1) Spotsylvania County Schools
8020 River Stone Drive
Fredericksburg, VA 22407
Phone: (540)903-0710
Contact: Mark Darden</p> | <p>Fiber Optic Installation
60 miles- 12/24/48 strand Fiber
26 school interconnection
Locating Services</p> |
| <p>2) Spotsylvania County
8800 Courthouse Road
P.O.Box 865
Spotsylvania, VA 22553
Phone: (540) 507-7502
Contact: Jay Krail</p> | <p>Fiber Optic Installation
Single Mode Fiber Connecting
all County facilities
50 miles 144/96/48/24
Locating Services</p> |
| <p>3) Greene County schools
40 Celt Road
Stanardsville, Va
Phone : (434) 939-9000
Contact: Dale Herring</p> | <p>Fiber optic Installation
6 schools – interconnected
7 miles 48/12 strand
Locating Services</p> |
| <p>4) King George County Schools
10459 Courthouse Drive
King George, VA 22485
Phone : 540-775-5833 ext. 12
Contact: Dan Hopper</p> | <p>Fiber Optic Installation
Interconenct 4 schools
5 miles 24 strand
Locating Services</p> |
| <p>5) Albemarle County Schools
2751 Hydraulic Road
Charlottesville, VA 22901
Phone : (434) 947-4718
Contact: Robert Rejonis</p> | <p>Fiber optic Installation
Interconnect 7 Schools
6 miles 144/24 strand</p> |
| <p>5) Nelson County Broadband Authority
P.O.Box 336
84 Courthouse Square
Lovington, VA 22949
Phone: (434) 263-7122
Contact: Susan Rorrer</p> | <p>Installation and maintenance
Broadband Project
144 and 4 strand drops</p> |



3445 Lake Pointe Dr
Harrisonburg, VA 22801
540 437 4201 Vx, 540 564 2401 Fax

- 6) Rockbridge Area Network Authority
150 S. Main Street
Lexington, VA 24450
Phone: (540) 464-9990
Contact: Scott Robertson

Installation and maintenance
Broadband Project
144 and 4 strand drops
Locating Services

- 7) Sentara Rockingham Memorial Hospital
P.O Box 1978
Harrisonburg, VA 22801
Phone: (540) 689-1000
Contact : Angel Hoover

Installation Fiber optic
48 Strand Data Center to New Hospital
4 miles

- 8) Cumberland County Schools
60 School Road
Cumberland, VA 23040
Phone: (434) 492-4212
Contact: Aaron Hickman

Installation Fiber Optic
2 miles aerial Fiber 24 Strand


- 9) Rappahannock County Public Schools
6 Schoolhouse Road
Washington, VA 22747
Phone (540) 987-8575
Contact: Robin Bolt

Installation Fiber optic
1 mile connecting two (2) schools
locating services

EXPIRES ON
01-31-2018

COMMONWEALTH of VIRGINIA
Department of Professional and Occupational Regulation
9960 Mayland Drive, Suite 400, Richmond, VA 23293
Telephone: (804) 367-8500

NUMBER
2705042592



BOARD FOR CONTRACTORS
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3445 LAKE POINTE DR
HARRISONBURG, VA 22801

DPOR

James W. B. B...
By *James W. B. B...*
DPOR-UC 105/2013

Status can be verified at <http://www.dpor.virginia.gov>
(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

Building Industry Consulting Service International

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**REGISTERED COMMUNICATIONS
DISTRIBUTION DESIGNER®**

IS AWARDED TO

Daniel M Beam

by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.

Designation Number: 183124R

Registration Start Date: 1/1/2016

Registration End Date: 12/31/2018

David E. Thompson

Chair, Registrations & Credentials Supervision Committee



BICSI
RCDD
Since

9/29/1997

R. L. Thomas

Director of Credentialing



COMPCAB-01

MARMSTRONG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/9/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LD&B Insurance and Financial Services 205 South Liberty Street Harrisonburg, VA 22801	CONTACT NAME: PHONE (A/C, No, Ext): (540) 433-2796 FAX (A/C, No): (540) 434-9670 E-MAIL: info@ldbinsurance.com ADDRESS:														
INSURED Computer Cabling & Technology Services, Inc. 3445 Lake Pointe Drive Harrisonburg, VA 22801	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Alfa Alliance Insurance Corporation</td> <td>18791</td> </tr> <tr> <td>INSURER B: Alfa Vision Insurance Corporation</td> <td>12188</td> </tr> <tr> <td>INSURER C: Accident Fund General Insurance Company</td> <td>12304</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Alfa Alliance Insurance Corporation	18791	INSURER B: Alfa Vision Insurance Corporation	12188	INSURER C: Accident Fund General Insurance Company	12304	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Alfa Alliance Insurance Corporation	18791														
INSURER B: Alfa Vision Insurance Corporation	12188														
INSURER C: Accident Fund General Insurance Company	12304														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	BPV0071523	07/31/2016	07/31/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CAV0183690	07/31/2016	07/31/2017	COMBINED SINGLE LIMIT (ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE OED RETENTION \$			UCV0097091	07/31/2016	07/31/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCV6102992	07/31/2016	07/31/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Virginia Construction Company, Inc. is additional insured with respects to General Liability coverage. Coverage is primary non-contributory, 30 day notice of cancellation provided. Waiver of subrogation Included for the General Liability and Workers Compensation.

CERTIFICATE HOLDER

CANCELLATION

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

PANDUIT CORP.
HEREBY RECOGNIZES

Computer Cabling & Technology Services, Inc. Harrisonburg, VA (United States)

As a Silver Enterprise Structured Cabling Certified Company, authorized to Deploy Panduit® Enterprise Structured Cabling Systems and participate in the Certification PlusSM System Warranty Program.

Partner Since: 2002-12-02

Valid Through: 2017-05-31



ID	Task Name	Predecessor	Start	Finish	Duration	6/4/17	6/11/17	6/18/17	6/25/17	7/2/17	7/9/17	7/16/17
1	Goochland		Mon 6/5/17	Mon 6/5/17	0 days	S	M	T	W	T	F	S
2	start project		Mon 6/5/17	Mon 6/5/17	0 days	S	M	T	W	T	F	S
3	Prepare Engineering Drawings		Mon 6/5/17	Fri 6/9/17 2	5 days	S	M	T	W	T	F	S
4	Submit VDOT forms		Mon 6/12/17	Fri 6/30/17 3	15 days	S	M	T	W	T	F	S
5	on site visit mark route		Mon 7/3/17	Mon 7/3/17 4	1 day	S	M	T	W	T	F	S
6	Miss Utility tickets		Tue 7/4/17	Thu 7/6/17 5	3 days	S	M	T	W	T	F	S
7	deliver material		Tue 7/4/17	Tue 7/4/17 5	1 day	S	M	T	W	T	F	S
8	Deliver equipment		Tue 7/4/17	Tue 7/4/17 5	1 day	S	M	T	W	T	F	S
9	directional boring/ plowing		Wed 7/5/17	Tue 10/17/17 8	75 days	S	M	T	W	T	F	S
10	set hand boxes		Wed 10/18/17	Tue 10/31/17 9	10 days	S	M	T	W	T	F	S
11	pull fiber		Wed 11/1/17	Tue 11/21/17 10	15 days	S	M	T	W	T	F	S
12	splice fiber		Wed 11/22/17	Tue 12/5/17 11	10 days	S	M	T	W	T	F	S
13	test and turn over		Wed 12/6/17	Tue 12/12/17 12	5 days	S	M	T	W	T	F	S

Task	Task	Inactive Summary	Start-only	Deadline
Spill	External Tasks	Manual Task	Finish-only	
Milestone	External Milestone	Duration-only	External Tasks	
Summary	Inactive Task	Manual Summary Rollup	External Milestone	
Project Summary	Inactive Milestone	Manual Summary	Progress	

ID	Task Name	Duration	Start	Finish	Predicted	Sep 10, '17	Sep 17, '17	Sep 24, '17	Oct 1, '17	Oct 8, '17	Oct 15, '17	Oct 22, '17
1	Goochland					S	M	T	W	T	F	S
2	start project	0 days	Mon 6/5/17	Mon 6/5/17								
3	Prepare Engineering Drawings	0 days	Mon 6/5/17	Mon 6/5/17								
4	Submit VDOT forms	5 days	Mon 6/5/17	Fri 6/9/17 2								
5	on site visit mark route	15 days	Mon 6/12/17	Fri 6/30/17 3								
6	Miss Utility tickets	1 day	Mon 7/3/17	Mon 7/3/17 4								
7	deliver material	3 days	Tue 7/4/17	Thu 7/6/17 5								
8	Deliver equipment	1 day	Tue 7/4/17	Tue 7/4/17 5								
9	directional boring/ plowing	1 day	Tue 7/4/17	Tue 7/4/17 5								
10	set hand boxes	75 days	Wed 7/5/17	Tue 10/17/17 8								
11	pull fiber	10 days	Wed 10/18/17	Tue 10/31/17 9								
12	splice fiber	15 days	Wed 11/1/17	Tue 11/21/17 10								
13	test and turn over	10 days	Wed 11/22/17	Tue 12/5/17 11								
		5 days	Wed 12/6/17	Tue 12/12/17 12								

Project: Fluvanna Date: Fri 4/21/17	Task Split Milestone Summary Project Summary	External Tasks External Milestone Inactive Task Inactive Milestone Inactive Milestone	Inactive Summary Manual Task Duration-only Manual Summary Rollup Manual Summary	Start-only Finish-only External Tasks External Milestone Progress	Deadline
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Appendix I

COUNTY OF FLUVANNA

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

Exhibit 2

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS AND CONTRACTORS

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

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

INTRODUCTION

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

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

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

conditions applicable to the procurement.

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

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

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

CONDITIONS OF BIDDING

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

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

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

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

9. WITHDRAWAL OF BIDS:

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

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

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

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

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

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

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

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

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

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

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

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

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

SPECIFICATIONS

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

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

24. BRAND NAME OR EQUAL ITEMS: Pursuant to Virginia Code § 2.2-4315, unless otherwise provided in the Solicitation, the name of a certain brand, make or manufacturer does not restrict Bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the product offered meets the requirements of the Solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the Bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a Bid non-responsive. Unless the Bidder clearly indicates in its Bid that the product offered is "equal" product, such Bid will be considered to offer the brand name product referenced in the Solicitation.

25. FORMAL SPECIFICATIONS: When a Solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the Bidder will be required to furnish articles in conformity with that specification.

26. CONDITION OF ITEMS: Unless otherwise specified in the Solicitation, all items shall be new, in first class condition.

AWARD

27. RESPONSIBLE BIDDERS: In determining whether a Bidder is a responsible Bidder as defined herein, at minimum, the following criteria will be considered:

- a. The ability, capacity and skill of the Bidder to perform the Contract or provide the service required under the Solicitation;

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

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

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

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

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

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

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

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

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

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

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

CONTRACT PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

53. MODIFICATION:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

65. CLAIMS PROCEDURE:

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

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

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

DELIVERY

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

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

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

69. INSPECTIONS: The County reserves the right to conduct any test/inspection it may deem advisable to assure supplies and Services conform to the specification in the Solicitation, Bid or Contract, as applicable. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. Unless otherwise specified in the Contract, if inspection is made after delivery at the destination specified, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.

70. COMPLIANCE: Delivery must be made as ordered and in accordance with the Solicitation, Bid or Contract, as applicable, or as directed by the County when not in conflict with the Bid/Contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of Goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the County, such extension applying only to the particular item or shipment affected. Unless otherwise specified in the Contract, should the Contractor be unreasonably delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the Contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction Contracts.

71. POINT OF DESTINATION: All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated specifically in the Solicitation, Bid or Contract, as applicable. The materials must be delivered to the "Ship To" address indicated on the purchase order or Solicitation, as applicable.

72. REPLACEMENT: Materials or components that have been rejected by the County, in accordance with the terms of the Contract, shall be replaced by the Contractor at no cost to the County.

73. DAMAGES: Any and all damages to property of the "County" that is the direct result of the Contractor, the employees of the Contractor and/or its subcontractors, agents, licensees, successors, or assigns, shall be the sole responsibility of the Contractor. The

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

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

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

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

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

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

property shall be required to its satisfaction condition prior to the damages and/or replacement cost to the County. The County shall approve any and all repairs/replacement prior to acceptance of the replacement.

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

- a. Purchase Order Number
- b. Name of Article and Stock Number
- c. Quantity Delivered
- d. Quantity Shipped
- e. Quantity Held Onhand and
- f. The Name of the Consignor

Consignment also contain and shall comply with these conditions that be contained with each item or lot of material delivered.

75. ADDITIONAL CHARGES: No delivery charges of any kind shall be added to any invoice except that (1) if goods are shipped by O.D. "shipping point" under the Contract and the Consignor agrees transportation, then delivery charges shall be added to invoice; and (2) if goods are delivered and accepted by the County or otherwise, the freight specified on the Contract, then the difference between freight or actual and agreed charges for rates in effect.

76. METHOD AND CONTAINER: Unless otherwise specified, goods shall be delivered in commercial packaging standard and shall be delivered as a single consignment by container. Other container for the transportation as the point of delivery. Consignment bearing the name of the County and shall be specified for delivery.



Fluvanna County Public Schools

Fiber Project Update
May 2017

RFP/IFB Status

- Solicitation was posted on Universal Service Administrative Company (USAC) Erate Portal, the State eVA website (eVA notified 921 potential Individual Vendors), and the FCPS website
- Bid was open for 60 days
- 5 mandatory site visits were performed and included providers of leased lit fiber, leased dark fiber, and self provisioned fiber
- 1 contractor submitted a proposal
- Schools, Library and County unanimously agreed that the self provisioned fiber proposal submitted by Daniel Beam, President of Computer Cabling & Telephone Services, Inc. (CCTS) should be awarded the contract

Computer Cabling & Telephone Services, Inc.

- Rockingham, VA
- Full service fiber optic solutions provider since 1992
- Licensed Class A contractor, bonded and insured
- Highly recommended by neighboring school divisions including:
 - Spotsylvania County - 80 miles of fiber connecting 26 schools
 - King George County - 22 miles of fiber connecting 4 schools
 - Greene County - 7 miles of fiber connecting 6 schools
 - Albemarle County - 6 miles of fiber connecting 7 schools
 - Currently working in Nelson County and Rockbridge County on fiber backbone projects
- Incredible service and lowest pricing
- Many of these divisions have used CCTS on multiple fiber projects over the course of the past 10 years

Scope of Work (SOW)

- 6-9 Months to complete the project
- **FCPS**
 - Connect each of the following locations with 12 strands of fiber to the School's datacenter in the Abrams Building
 - High School
 - Carysbrook Elementary
 - Central Elementary
 - School Board Office
 - Bus Shop
- **County**
 - Connect each of the following locations with 12 strands of fiber to the County's datacenter in the County Administrative Building
 - Library
 - Sheriff's Office
 - Palmyra Fire Station
 - Social Services

CCTS Proposed Cost

- \$483,500.00 = Total proposed CCTS cost
 - \$440,000.00 Total proposed FCPS construction cost
 - \$11,000.00 Total proposed Library construction cost
 - \$32,500.00 Total proposed County construction cost

Erate Funding

- Fiber project cost may be reduced through the federal Erate program
- The Schools and Library may receive up to a 60% reimbursement on their portions of the project
- Requires a federal application and review process
 - Have to apply prior to the start of work
 - Have to apply when the federal window is open - closed on May 11, 2017
 - Federal review of self provisioned fiber projects takes +/- a year
 - Chances of being approved is +/- 80% but dependent on multiple variables
 - Worst case scenario is that the total project is paid for using local funds
- Erate reviewer comment on chances of being approved
 - *"There are still several pending applications from the Commonwealth but so far all self-provisioning projects that have made it through review have received funding."*

Erate Application and Review Process

- Erate application for FCPS and the Library was filed on Wednesday May 10, 2017 based upon:
 - FCPS sent their Intent to Award letter on April 28, 2017
 - Contingent of School Board approval on May 10, 2017 and Board of Supervisor approval on May 17
 - County and Library sent their Intent to Award letter on May 5, 2017
 - Contingent of Board of Supervisor approval on May 17
- If the Board of Supervisors approves to award the contract to CCTS
 - Erate application and review will proceed
 - CCTS may begin work as early as May 30, 2017
 - CCTS will bill Fluvanna County for the entire SOW
 - Erate, if approved, will reimburse Fluvanna County
- If the Board of Supervisors denies to award the contract, the project dies

Virginia Public School Authority (VPSA) Funds

- Erate offers an additional 10% match to any self provisioned fiber applicant that uses State grants for 10% of the project
- Virginia VPSA funds are qualified to be used for this type of project
- FCPS will:
 - Use VPSA funds for 10% of the project
 - Funds will go toward the FCPS portion of the cost in order to follow state regulations
 - Apply for the 10% Erate reimbursement match
 - Request for County reimbursement of School VPSA funds

FCPS Costs - Estimated With Erate

	Dec 2016
	Estimated
School Project Total Cost	\$406,599.08
Erate Discount (60%)	\$243,959.44
FCPS VPSA Funds (10%)	\$40,659.91
Additional Erate Match (10%)	\$40,659.91
Local County Funding (20%)	\$81,319.82

FCPS Costs - Proposed With Erate

	Dec 2016	May 2017
	Estimated	Proposed
School Project Total Cost	\$406,599.08	\$440,000.00
Erate Discount (60%)	\$243,959.44	\$264,000.00
FCPS VPSA Funds (10%)	\$40,659.91	\$44,000.00
Additional Erate Match (10%)	\$40,659.91	\$44,000.00
Local County Funding (20%)	\$81,319.82	\$88,000.00

FCPS Costs - Proposed Without Erate

	Dec 2016	May 2017	May 2017
	Estimated	Proposed	Proposed No Erate
School Project Total Cost	\$406,599.08	\$440,000.00	\$440,000.00
Erate Discount (60%)	\$243,959.44	\$264,000.00	0.00
FCPS VPSA Funds (10%)	\$40,659.91	\$44,000.00	\$44,000.00
Additional Erate Match (10%)	\$40,659.91	\$44,000.00	\$0.00
Local County Funding (20%)	\$81,319.82	\$88,000.00	\$396,000.00

Library Costs - Estimated With Erate

	Jan 2017
	Estimated
Library Project Total Cost	\$8,483.56
Erate Discount (60%)	\$5,090.14
Local County Funding (40%)	\$3,393.42

Library Costs - Proposed With Erate

	Jan 2017	May 2017
	Estimated	Proposed
Library Project Total Cost	\$8,483.56	\$11,000.00
Erate Discount (60%)	\$5,090.14	\$6,600.00
Local County Funding (40%)	\$3,393.42	\$4,400.00

Library Costs - Proposed Without Erate

	Jan 2017	May 2017	May 2017
	Estimated	Proposed	Proposed No Erate
Library Project Total Cost	\$8,483.56	\$11,000.00	\$11,000.00
Erate Discount (60%)	\$5,090.14	\$6,600.00	\$0.00
Local County Funding (40%)	\$3,393.42	\$4,400.00	\$11,000.00

FCPS Technology Fiber Connections CIP Fund

\$ 430,222.00	Current CIP fund appropriation
\$ -440,000.00	Total proposed FCPS construction cost
\$ -11,000.00	Total proposed Library construction cost
\$ -32,500.00	Total proposed County construction cost
\$ -53,278.00	Difference

- \$ 9,778.00 - FCPS proposed difference
- \$43,500.00 - Library and County proposed difference

Next Steps

- The Board of Supervisors on May 17, 2017:
 - Approves/denies the fiber contract with CCTS
 - Provides supplemental appropriations for the FCPS Technology Fiber Connections CIP Fund
 - \$ 9,778.00 - FCPS proposed difference
 - \$43,500.00 - Library and County proposed difference
 - Agrees to reimburse FCPS for the \$44,000 in VPSA funds

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

TAB L

MEETING DATE:	May 17, 2017				
AGENDA TITLE:	Emergency Ordinance Revision - Central Absentee Precinct Location				
MOTION(s):	I move to approve an emergency ordinance revision, entitled, "AN ORDINANCE TO AMEND CHAPTER 2, ARTICLE 2, SEC. 2-2-3(B) OF THE FLUVANNA COUNTY CODE TO DESIGNATE AS THE CENTRAL ABSENTEE VOTING PRECINCT THE WEAVER BUILDING, PALMYRA, VIRGINIA, IN PLACE OF THE HISTORIC COURTHOUSE FOR ANY ELECTION FROM JUNE 1, 2017, UNTIL JULY 1, 2017."				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		XX			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			
STAFF CONTACT(S):	Joyce Pace, Registrar, Fred Payne County Attorney, and Steve Nichols, County Administrator				
PRESENTER(S):	Steve Nichols, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Prior to June 13, 2017, primary elections				
DISCUSSION:	<ul style="list-style-type: none"> This request is to effect a temporary change in the location of the central absentee precinct from the Historic Courthouse to the Weaver Building during the Courthouse repairs. Because time does not permit the usual notice period for adoption before the primary election now set for June 13, 2017, this ordinance is adopted as an emergency measure pursuant to Virginia Code Sec. 15.2-1427-F. This statute provides that any emergency ordinance can be enforced for not more than 60 days unless readopted with the usual formalities. However, in this case, there will be no need for such readoption, since the amendment, on its face provides for it to expire less than 60 days from its adoption. The County Attorney, at the Registrar's request, discussed this with Mr. Braun of the State Board of Elections, and Mr. Braun was understood to say that he believed this procedure would resolve the issue satisfactorily. 				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Draft Ordinance Revision				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X				Registrar

AN ORDINANCE TO AMEND CHAPTER 2, ARTICLE 2, SEC. 2-2-3(B) OF THE FLUVANNA COUNTY CODE TO DESIGNATE AS THE CENTRAL ABSENTEE VOTING PRECINCT THE WEAVER BUILDING, PALMYRA, VIRGINIA, IN PLACE OF THE HISTORIC COURTHOUSE FOR ANY ELECTION FROM JUNE 1, 2017, UNTIL JULY 1, 2017

BE IT ORDAINED BY THE FLUVANNA BOARD OF SUPERVISORS as follows:

WHEREAS there are currently ongoing repairs to the Historic Courthouse, Palmyra, Virginia, which temporarily render the said Courthouse unsuitable for use as the central absentee voting precinct for the County; and

WHEREAS it is anticipated that such repairs will not be completed in time to permit the use of the Courthouse for the election now scheduled for June 13, 2017; and

WHEREAS the Board finds, pursuant to Virginia Code Section 15.2-1427-F., that there exists an emergency necessitating a temporary change of the location for the central absentee precinct, to be effective until July 1, 2017;

NOW THEREFORE,

(1) be it ordained that the County Code be, and it is hereby, amended, in Chapter 2, Article 2, Sec. 3(B), in the following respect:

Sec. 2-2-3. Districts enumerated; populations and polling places; precincts.¹

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

<i>Name</i>	<i>Population</i>	<i>Polling Place</i>
Palmyra	5355	Palmyra Fire House ²
Columbia	5187	Kents Store Agricultural Recreation Center ³
Fork Union	4650	Fluvanna County Community Center
Cunningham	5229	Antioch Baptist Church ⁴
Rivanna	5270	Lake Monticello Firehouse, Maple Room ⁵

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

¹ For state law as to central absentee voter precinct, see Code of Va., § 24.2-712.

² Change in Palmyra polling place was adopted 11-15-06; federal preclearance was obtained 1-29-07.

³ Change in Columbia polling place was adopted 6-15-05; federal preclearance was obtained 9-2-05.

⁴ Change in Cunningham polling place was adopted 7-18-07; federal preclearance was obtained 9-5-07.

⁵ Change in Rivanna polling place was adopted 1-6-16.

(B) In addition to the foregoing precincts, there is hereby established a central absentee voting precinct, which shall be in the Historic Courthouse⁶, Palmyra, Virginia; *PROVIDED, HOWEVER, that, for any election from June 1, 2017, until July 1, 2017, ONLY, the Weaver Building in Palmyra, Virginia, shall serve as the central absentee voting precinct.* The central absentee voting precinct shall be used for all elections.

(Min. Bk. 6, pp. 482-484; Comp. 1974, ch. 2; Ord. 7-1-81; Ord. 5-15-91; Ord. 1-18-95; Ord. 5-16-01; Ord. 3-20-02; Ord. 11-15-06; Ord. 7-18-07; Ord. 2-18-09; Ord. 7-6-11; Ord. 1-6-16)

(2) The Board of Supervisors hereby determines pursuant to Virginia Code Sec. 15.2-1427-F., that an emergency exists wherefore this amendment is adopted without the usual notice and process for amendment and shall have immediate effect.

(3) The foregoing amendment shall expire and shall be of no further effect on and after July 1, 2017.

⁶ Change in central absentee voting precinct was adopted 2-18-09; federal preclearance was obtained 5-5-09.

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB M

MEETING DATE:	May 17, 2017				
AGENDA TITLE:	Advertisement of the Proposed Fluvanna County Code Amendments and Reenactments Relating to Utilities License Tax				
MOTION(s):	<p>I move the Board of Supervisors authorize staff to advertise a Public Hearing on June 21, 2017, entitled, "AN ORDINANCE TO AMEND AND REENACT CHAPTER 20, ARTICLE 7, OF THE FLUVANNA COUNTY CODE REGARDING UTILITIES LICENSE TAX TO REQUIRE REPORTING OF GROSS RECEIPTS AND TO CHANGE THE DATE FOR PAYMENT."</p>				
TIED TO STRATEGIC INITIATIVES?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			
STAFF CONTACT(S):	Mel Sheridan, Commissioner of the Revenue, Linda, Lenherr, Treasurer, & Eric Dahl, DCA/Finance Director				
PRESENTER(S):	Steve Nichols, County Administrator				
RECOMMENDATION:	Approval.				
TIMING:	Current.				
DISCUSSION:	<p>Adding 20-7-3.1 creates a requirement utility companies doing business in Fluvanna County to report their gross receipts from Fluvanna County business to the Commissioner of the Revenue by March 15th annually. This matches the date for Business Personal property reporting and supports better revenue estimates for budget preparation prior to BOS adoption in April.</p> <p>The 20-7-5 change is very simple, merely changing the date from 6/1 to 6/5. Changing to June 5th payment date will coincide with the collection of other assessed taxes and fees (e.g., Personal Property, Real Estate, etc.).</p> <p>These changes are not expected to impact the Commissioner's or Treasurer's work flow to a great extent.</p>				
FISCAL IMPACT:	Potential increase in Utility License Tax revenue TBD.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				

ENCLOSURES:	Draft Ordinance				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	XX	XX			COR & TREAS

AN ORDINANCE TO AMEND AND REENACT CHAPTER 20, ARTICLE 7 OF THE FLUVANNA COUNTY CODE REGARDING UTILITIES LICENSE TAX TO REQUIRE REPORTING OF GROSS RECEIPTS AND TO CHANGE THE DATE FOR PAYMENT

BE IT ORDAINED BY THE FLUVANNA BOARD OF SUPERVISORS that Chapter 20, Article 7 of the County Code be, and it is hereby, amended as follows:

*Article 7. Utilities License Tax.*²⁹

Sec. 20-7-1. Levy of tax.

For each and every year, beginning on January 1 and ending on the following December 31, until otherwise changed, *pursuant to Virginia Code Sec. 58.1-3731*, there is hereby levied upon any telephone or telegraph company, as defined by chapter 26 of Title 58.1 of the Code of Virginia, and upon every corporation providing heat, light and power within the County, as defined by chapter 26 of Title 58.1 of the Code of Virginia, for the privilege of doing business within the County, a license tax equal to one-half of one per cent of the gross receipts derived from such business in the County. (Comp. 1974, ch. 23; Ord. 12-7-81)

Sec. 20-7-2. Gross receipts - - Defined.

For the purposes of this article, the term "gross receipts" shall mean the gross receipts derived from business within the County included in the total gross receipts utilized by the State Corporation Commission in making assessments under section 58.1-2633 of the Code of Virginia. (Comp. 1974, ch. 23; Ord. 12-7-81)

Sec. 20-7-3. Same - - When ascertained; basis of tax.

Gross receipts as defined in this article shall be ascertained as of December 31 of each year, and the tax for the current calendar year shall be based on receipts for the preceding calendar year. (Comp. 1974, ch. 23; Ord. 12-7-81)

Sec. 20-7-3.1. Gross receipts returns - - Filing required.

Any entity subject to taxation pursuant to Sec. 20-7-1 of this Code, shall file a return thereof, on forms prepared by the commissioner of the revenue, not later than March 15 in each year.

Sec. 20-7-4. When tax assessed.

The tax due under this article shall be assessed on January 1 of each calendar year. (Comp. 1974, ch. 23; Ord. 12-7-81)

Sec. 20-7-5. When tax due and payable.

The tax assessed under this article shall be due and payable to the treasurer of the County on or before ~~June 1~~ *June 5* following the date on which the taxes are assessed. (Comp. 1974, ch. 23; Ord. 12-7-81)

Sec. 20-7-6. Penalty for late payment.

Any person failing to pay the taxes provided for by this article into the County treasury within the time herein prescribed shall incur a penalty thereon as provided by section 58.1-3915 of the Code of Virginia, and interest thereon, as provided by section 58.1-3918 of the Code of Virginia. (Comp. 1974, ch. 23; Ord. 12-7-81)

²⁹ For state law as to authority of county to impose a license tax on certain public service corporations, see Code of Va., § 58.1-3731 et seq.

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

TAB Mc

MEETING DATE:	May 17, 2017												
AGENDA TITLE:	Real Estate Contracts of Sale												
MOTION(s):	<p>MOTION #1: I move to approve the Real Estate Contract of Sale to purchase the parcels identified on the tax maps of the County of Fluvanna, Virginia as:</p> <table style="margin-left: 40px; width: 80%;"> <tr> <td>· Parcel One (54A-1-62)</td> <td style="text-align: right;">\$10,000.00</td> </tr> <tr> <td>· Parcel Two (54A-1-74A and 54A-1-75)</td> <td style="text-align: right;">\$20,000.00</td> </tr> <tr> <td>· Parcel Three (54A 1 78A)</td> <td style="text-align: right;">\$20,000.00</td> </tr> </table> <p>for the total purchase price of \$50,000.00, and authorize the County Administrator to execute the contract, subject to approval as to form by the County Attorney, and to carry out all rights and responsibilities of the County in connection with the contract. I further move to accept the deed or deeds delivered pursuant to the contract, subject to approval as to form by the County Attorney, and authorize the County Administrator to execute the County's acceptance in accordance with Virginia Code Section 15.2-1803.</p> <p>AND</p> <p>MOTION #2: I move to approve the Real Estate Contract of Sale to purchase the parcels identified on the tax maps of the County of Fluvanna, Virginia as:</p> <table style="margin-left: 40px; width: 80%;"> <tr> <td>· Parcels (54A-1-63 and 54A-1-63A)</td> <td></td> </tr> </table> <p>for the total purchase price of \$22,000.00, and authorize the County Administrator to execute the contract, subject to approval as to form by the County Attorney, and to carry out all rights and responsibilities of the County in connection with the contract. I further move to accept the deed or deeds delivered pursuant to the contract, subject to approval as to form by the County Attorney, and authorize the County Administrator to execute the County's acceptance in accordance with Virginia Code Section 15.2-1803.</p>					· Parcel One (54A-1-62)	\$10,000.00	· Parcel Two (54A-1-74A and 54A-1-75)	\$20,000.00	· Parcel Three (54A 1 78A)	\$20,000.00	· Parcels (54A-1-63 and 54A-1-63A)	
· Parcel One (54A-1-62)	\$10,000.00												
· Parcel Two (54A-1-74A and 54A-1-75)	\$20,000.00												
· Parcel Three (54A 1 78A)	\$20,000.00												
· Parcels (54A-1-63 and 54A-1-63A)													
TIED TO STRATEGIC INITIATIVES?	Yes	No	If yes, list initiative(s):										
		X											
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other								
		XX											

STAFF CONTACT(S):	Steve Nichols, County Administrator				
PRESENTER(S):	Steve Nichols, County Administrator				
RECOMMENDATION:	Approval.				
TIMING:	Current.				
DISCUSSION:	<p>Acquisition of these six parcels (with four structures) in the former Town of Columbia is part of the FEMA Hazard Mitigation Grant project. The parcels and structures are all within the 100 year flood plain.</p> <p>Once acquisition is complete, the four structures will be demolished.</p>				
FISCAL IMPACT:	Full grant is approximately \$200K; \$140 federal, \$40K State, and \$10K Local contributions.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Contracts for Sale of Real Estate				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	XX				

CONTRACT OF SALE

THIS CONTRACT OF SALE, made this ____ day of _____, 2017, by and between RICHARD T. HARRY and DONNA M. HARRY, husband and wife, herein called the "Seller" (whether one or more), and THE COUNTY OF FLUVANNA, a political subdivision of the Commonwealth of Virginia, herein called the "Purchaser";

W I T N E S S E T H :

For and in consideration of the mutual promises contained herein, the parties agree as follows:

1. Purchase of Property: The Seller agrees to sell, and the Purchaser agrees to purchase, that certain property, with the improvements thereon and the appurtenances thereto belonging, located in the former town of Columbia, Columbia Election District, County of Fluvanna, Virginia, and identified as Fluvanna County Tax Map Parcels 54A-1-62 ("Parcel One"); 54A-1-74A and 54A-1-75 (collectively "Parcel Two"); and 54A 1 78A ("Parcel Three") (all collectively the "Property", each a "Parcel"). The legal description of the Property is to be determined by a survey of the Property, to be obtained by Purchaser at Purchaser's expense. Seller agrees to convey the Property by reference to such survey.

2. Purchase Price: The purchase price of the Property shall be:

Parcel One (54A-1-62)	\$10,000.00
Parcel Two (54A-1-74A and 54A-1-75)	\$20,000.00
<u>Parcel Three (54A 1 78A)</u>	<u>\$20,000.00</u>
	\$50,000.00

Such purchase price shall be paid by cash, cashier's check, certified check or wired funds at Closing (defined in paragraph 11 below), subject to prorations and other adjustments in accordance with the terms of this Contract.

3. Contingency: (a) This Contract and all of Purchaser's obligations hereunder are contingent on Purchaser determining that all aspects of the Property, including but not limited to the physical location and dimensions of each Parcel, are satisfactory to Purchaser, in Purchaser's sole discretion, through survey, title examination, review of the information provided by Seller as provided in paragraph 4 below, and such other investigations as Purchaser deems appropriate. In the event that any aspect of a Parcel is not satisfactory to Purchaser, Purchaser may terminate this Contract as to such Parcel by giving notice in writing to Seller prior to Closing. If the Contract is so terminated as to any Parcel or Parcels, any deposit shall be repaid to the Purchaser, and the parties shall have no further liability to each other hereunder with respect to such Parcel or Parcels except as otherwise expressly provided in this Contract. In such event, the parties shall proceed to Closing otherwise in accordance with the terms of the Contract as to the remaining Parcel or Parcels, if any, (which shall thereafter be deemed to be the "Property"), and the purchase price of the Property shall be the amount allocated to the remaining Parcel or Parcels. Purchaser shall pursue all investigations undertaken by Purchaser with reasonable diligence.

(b) The foregoing contingency is for the sole benefit of Purchaser and may be waived by Purchaser, in whole or in part, by a writing signed by Purchaser.

4. Seller's Documentation, Studies & Reports: Within ten (10) days after the Effective Date, Seller shall provide to Purchaser true and complete copies of any and all current leases (including hay leases), correspondence, notices, permits, current timber or service contracts, applications, authorizations, reports, studies, appraisals, surveys, soil test borings, and similar, relating to the Property, in Seller's possession or control, or notify Purchaser that no such documentation exists. Seller shall promptly furnish to Purchaser copies of any such additional information and documents which come into Seller's possession or control thereafter.

5. Access/Cooperation: During the term of this Contract the Purchaser and Purchaser's duly authorized representatives and contractors shall be entitled to reasonable access to the Property for the purpose of inspecting such Property and making surveys, examinations, measurements, soil tests, engineering and other findings, provided that such activities do not result in any material change in the present character of the Property. Seller agrees to cooperate with the Purchaser's said activities, including but not limited to providing such information as is within their knowledge in connection with a Phase I Environmental Study and any follow-up investigations, upon request.

6. Conveyance: Seller agrees to convey the Property by appropriate deed containing general warranty and English covenants of title, free and clear of all liens and indebtedness of every kind, and free and clear of any covenants, conditions, restrictions or encumbrances which would render title defective, unmerchantable, or unmarketable, including, without limitation, any lease which would prevent or inhibit occupancy by the Purchaser at Closing; provided, however, that such conveyance may be subject to utility service easements of record as of the date of this Contract that do not adversely affect the use of the Property for the purposes to which it is suited. Should title be found to be so defective and Seller is unable to correct such defects within a reasonable time, this Contract may be terminated by the Purchaser, whereupon any deposit shall be repaid to Purchaser, and the parties shall have no further liability to each other hereunder except as otherwise expressly provided in this Contract. In the event that the total cost of correcting any title defect exceeds \$1,000.00, and Seller is not in default hereunder, Seller shall have the option to (i) pay the total cost, or (ii) pay \$1,000.00 to Purchaser and refuse to pay any excess over that amount. If Seller elects (ii), Purchaser shall have the option to either accept the Property in its present condition, in which case the Seller shall pay \$1,000.00 to Purchaser at Closing, or terminate this Contract and recover any deposit. Following execution of this Contract, Seller shall not enter into any agreement affecting the Property, or grant or suffer any lien, mortgage or other encumbrance of any of the Property, contract to sell or enter into any lease of any portion of the Property, or convey any interest in any portion of the Property, including without limitation any easement or right-of-way, or initiate any governmental action with respect to the Property without the prior written consent of Purchaser, which may be granted or withheld in Purchaser's sole discretion.

7. Affidavits and Certificates: Seller shall deliver to Purchaser an affidavit on a form reasonably acceptable to Purchaser's attorney and any title insurance company used by Purchaser, that no labor or materials have been furnished to the Property within the statutory period for the filing of mechanics' or materialmen's liens against the Property, or, if labor or materials have been

furnished during the statutory period, that the costs thereof have been paid, and that there are no outstanding leases or other agreements with regard to, or other parties in or entitled to possession of the Property or any portion thereof and that Purchaser is solely entitled to possession of the premises at Closing. Seller shall also deliver to Purchaser applicable non-foreign status and state residency certificates and IRS certificates, and such other certificates or documents as are customary in the Charlottesville area or otherwise reasonably required by Purchaser's attorney or Purchaser's title insurance company.

8. Costs and Expenses: Seller shall pay the cost of preparation of the deed aforesaid; the deed recordation taxes normally charged sellers; all amounts necessary to convey title free and clear of all liens and indebtedness, together with all costs necessary to correct any defects found in the title subject to the provisions of this Contract; and their own attorney's fees for all services rendered in connection with this transaction. The Purchaser shall pay all other costs of recording said deed; the cost of examining title to the Property; the premium for owner's title insurance, if desired by Purchaser; and any attorney's fees incurred by Purchaser in connection with this transaction. All taxes and charges for similar obligations, if any, shall be prorated as of the date of Closing.

9. Condition of Property: Except as otherwise provided for in this Contract, the Property shall be kept and maintained by Seller in the same condition as it was in at the time of the execution hereof, ordinary wear and tear excepted. Seller grants to Purchaser or their representative the right to make a preoccupancy or preclosing inspection to verify that the condition of the Property conforms to this Contract.

10. Risk of Loss: All risk of loss by fire or casualty shall be borne by the Seller until Closing. In the event of substantial loss or damage to the Property before Closing, Purchaser shall have the option of either (i) terminating this Contract and recovering any deposit, or (ii) affirming this Contract, in which event Seller shall assign to Purchaser all of Seller's rights under any policy or policies of insurance applicable to the Property.

11. Closing; Possession: Closing shall be at the offices of Purchaser's attorney on or about June 1, 2017, or as soon thereafter as title can be examined and the papers prepared, allowing for reasonable time for the Seller to correct any defects reported by the title examiner. Possession of the Property shall be given at Closing.

12. Real estate brokers' commission; Disclosure: Seller and Purchaser each represent and warrant to the other that there have been no real estate brokers involved in this transaction and that no sales compensation or commission arising out of this transaction is owed by either of them. The provisions of this paragraph shall survive Closing or any termination of this Contract. In accordance with applicable regulations, Seller hereby discloses that the following named Seller is a real estate licensee in the Commonwealth of Virginia (if blank, "None"):

13. Condemnation: If, prior to Closing, any taking pursuant to the power of eminent domain is proposed or occurs, as to all or any portion of the Property, or sale occurs in lieu thereof, the Purchaser shall be entitled to elect either to (i) terminate this Contract, or (ii) proceed to Closing,

in which event all proceeds, awards and other payments arising from any such taking or sale shall be paid to the Purchaser, with no adjustment of the Purchase Price paid at Closing. If the Purchaser elects to terminate this Contract, any deposit shall be repaid to the Purchaser and the parties hereto shall have no further obligations or liabilities to one another hereunder except as otherwise expressly provided in this Contract.

14. Representations and Warranties of the Seller: The Seller represents and warrants as of the date hereof and as of Closing, that:

(a) Public Improvements; Repairs. The Seller has no knowledge of any planned public improvement which may result in a special assessment being made against the Property. No governmental agency has served any notice on the Seller regarding, nor does the Seller have knowledge of any planned notice requiring repairs, alterations or corrections of any existing condition on the Property.

(b) Condemnation; No Special Taxes. The Seller has no knowledge of any pending or threatened proceedings for condemnation or the exercise of the right of eminent domain as to any part of or interest in the Property or for the limiting or denying of any right of access thereto. The Seller has no knowledge of, nor has it received any notice of, any special taxes or assessments relating to the Property or any part thereof.

(c) Pending Litigation; Violations. There is no judgment, order, notice, demand, litigation, proceeding or investigation pending, or to the knowledge of Seller threatened, relating in any way to the Seller or the Property and Seller is not aware of any condition of the Property which is or could become a violation of any law, ordinance, regulation, condition or restriction applicable to the Property.

(d) No Leases, Contracts. There are no oral or written leases, licenses, or other use or occupancy agreements affecting the Property and no person or entity other than Seller has any claim to possession of the Property. The Property is not subject to any prior contracts or agreements which would limit Seller's right to perform their obligations under this Contract.

(e) Hazardous Materials. No toxic or hazardous materials (as said terms are defined in any applicable federal or state laws) have been generated, treated, used, discharged, disposed of, deposited in or on, or stored on or about the Property, and no such toxic or hazardous materials are now or will be at Closing located on or below the surface of the Property. The Property is not subject to any claim by any government regulatory agency or third party relating to the release or threatened release of any petroleum product, or any toxic or hazardous material. If any such toxic or hazardous materials or release or threatened release of any petroleum product are discovered at the Property, all costs of removal of same or expenses of defending any action brought against the Purchaser by any individual or governmental authority or agency because of same shall be borne by the Seller. Seller hereby indemnifies and agrees to hold the Purchaser harmless for and against all such costs, liabilities and damages resulting therefrom, including, without limitation, court costs and reasonable attorneys' fees. The foregoing indemnification shall survive Closing or any termination of this Contract.

(f) Road Access. The Property fronts on or has unfettered legal access to a public road (State Route 6).

(g) Underground and aboveground storage tanks. Except as disclosed below in this paragraph, there are not now and, to the best of Seller's knowledge, have never been underground or aboveground storage tanks, septic tanks or wells of any type or kind located on the Property. The following storage tanks, septic tanks and wells are located on the Property (if blank, "None"):
 _____ . All tanks or wells listed above are in full compliance with all applicable statutes, ordinances and regulations and they have not resulted in the release of any petroleum product, any hazardous or toxic substance or material, or waste of any kind. Seller will identify to Purchaser the locations of all such storage tanks, septic tanks and wells within ten (10) days after the Effective Date. In the event that any storage tanks are located on the Property, Seller will, upon the request of Purchaser, have such tanks pumped and fully emptied prior to Closing.

(h) No Bankruptcy. No bankruptcy, insolvency, rearrangement or similar action involving Seller or the Property, whether voluntary or involuntary, is pending, or to Seller's knowledge, has been threatened, and Seller has no intention of filing any such action or proceeding.

Seller shall promptly notify Purchaser of any material change with respect to the condition of the Property, any information heretofore or hereafter furnished to Purchaser with respect to the Property, and any change which would make Seller's representations and/or warranties contained herein untrue or materially misleading.

15. Default: In the event that either party shall default under this Contract, the party substantially prevailing in any litigation, in addition to all other remedies, shall be entitled to recover its costs and reasonable expenses incurred in connection with the enforcement of this Contract, including but not limited to reasonable attorneys' fees.

16. Notices: Any notice which is required or permitted by this Contract will be deemed to be sufficiently given if deposited in the U.S. Mail, first-class, postage prepaid, or delivered by hand or courier, to the parties, respectively, at the following addresses:

Seller:

Richard T. and Donna M. Harry
 467 Martin Kings Road
 Charlottesville, VA 22902

with a copy to:

Richard T. Harry, Jr., Esquire
 P. O. Box 2141
 Louisa, VA 23093

Purchaser:

Steven M. Nichols, County Administrator
 County of Fluvanna
 132 Main Street (P. O. Box 540)
 Palmyra, VA 22963

with a copy to:

Frederick W. Payne, County Attorney
County of Fluvanna
414 East Jefferson Street
Charlottesville, VA 22902

Either party may advise the other to use a different address than that set forth above by providing a notice in a similar manner.

17. Construction; Duplicate Originals: This Contract shall be binding upon the heirs, successors and assigns of the parties, and may be amended only in writing. This Contract shall be construed, performed and enforced in accordance with the laws of the Commonwealth of Virginia, without regard for principles of conflict of laws, and any action or proceeding arising under this lease shall be brought in the state courts of Fluvanna County, Virginia. The language in all parts of this Contract shall be construed as a whole, according to its fair meaning, and not strictly for or against either party. This Contract may be executed in duplicate originals, either of which shall be equally authentic. This Contract may be signed or otherwise authenticated in any number of counterparts and by different parties to this Contract on separate counterparts, each of which, when so authenticated, shall be deemed an original, but all such counterparts shall constitute one and the same Contract. **Signatures to this Contract affixed electronically and/or delivered by facsimile, electronic mail or other electronic means shall be deemed original signatures for purposes of enforcement and construction of this Contract.**

18. Interpretation: When the context in which words are used in this Contract indicates that such is the intent, words in the singular number shall include the plural and vice versa, and words in the masculine gender shall include the feminine and neuter genders, and vice versa.

19. Title and Headings; References: Titles and headings to paragraphs and subparagraphs herein are inserted for convenience or reference only, and are not intended to be a part of or to affect the meaning or interpretation of this Contract. All paragraph and subparagraph references in this Contract are to the paragraphs or subparagraphs of this Contract unless expressly stated to the contrary.

20. Dates: Any dates specified in this Contract for the performance of an obligation hereunder or the expiration of any time period hereunder which falls on a Saturday, Sunday or legal holiday shall be extended to the next day which is not a Saturday, Sunday or legal holiday. The term "days" used in this Contract shall mean calendar days, unless business days are expressly provided. For all purposes under this Contract, the term "business day" shall mean any calendar day other than a Saturday, Sunday or legal holiday.

21. Severability: If any term, covenant or condition of this Contract is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid or unenforceable provision had never been contained herein.

22. Entire Agreement; Modification: This Contract contains the entire agreement

between the parties hereto relating to the Property and supersedes all prior and contemporaneous negotiations, understanding and agreements. Any amendment or modification of this Contract shall be made by written instrument executed with the same formality as this Contract. Waiver from time to time of any provision hereunder will not be deemed to be a full waiver of such provision or a waiver of any other provisions hereunder.

23. Not Residential: The Property is not residential property. The Property is not used for residential purposes by Seller, is not intended for residential use by Purchaser, and contains no lawful dwelling unit(s).

24. Effective Date: The “Effective Date” shall be the date on which a fully ratified copy of this Contract is delivered to Seller.

[Signature page follows.]

WITNESS the following duly authorized signatures and seals:

SELLER:

DATE: _____ (Seal)
RICHARD T. HARRY

DATE: _____ (Seal)
DONNA M. HARRY

PURCHASER:

THE COUNTY OF FLUVANNA

DATE: _____ BY: _____ (Seal)
Steven M. Nichols, County Administrator

CONTRACT OF SALE

THIS CONTRACT OF SALE, made this ____ day of _____, 2017, by and between RICHARD T. HARRY, JR., herein called the "Seller" (whether one or more), and THE COUNTY OF FLUVANNA, a political subdivision of the Commonwealth of Virginia, herein called the "Purchaser";

W I T N E S S E T H :

For and in consideration of the mutual promises contained herein, the parties agree as follows:

1. Purchase of Property: The Seller agrees to sell, and the Purchaser agrees to purchase, that certain property, with the improvements thereon and the appurtenances thereto belonging, located in the former town of Columbia, Columbia Election District, County of Fluvanna, Virginia, identified as Fluvanna County Tax Map Parcels 54A-1-63 and 54A-1-63A (the "Property"). The legal description of the Property is to be determined by a survey of the Property, to be obtained by Purchaser at Purchaser's expense. Seller agrees to convey the Property by reference to such survey.

2. Purchase Price: The purchase price of the Property shall be TWENTY-TWO THOUSAND AND 00/100 DOLLARS (\$22,000.00), and such purchase price shall be paid by cash, cashier's check, certified check or wired funds at Closing (defined in paragraph 11 below), subject to prorations and other adjustments in accordance with the terms of this Contract.

3. Contingency: (a) This Contract and all of Purchaser's obligations hereunder are contingent on Purchaser determining that all aspects of the Property, including but not limited to its physical location and dimensions, are satisfactory to Purchaser, in Purchaser's sole discretion, through survey, title examination, review of the information provided by Seller as provided in paragraph 4 below, and such other investigations as Purchaser deems appropriate. In the event that any aspect of the Property is not satisfactory to Purchaser, Purchaser may terminate this Contract by giving notice in writing to Seller prior to Closing. If the Contract is so terminated, any deposit shall be repaid to the Purchaser and the parties shall have no further liability to each other hereunder except as otherwise expressly provided in this Contract. Purchaser shall pursue all investigations undertaken by Purchaser with reasonable diligence.

(b) The foregoing contingency is for the sole benefit of Purchaser and may be waived by Purchaser, in whole or in part, by a writing signed by Purchaser.

4. Seller's Documentation, Studies & Reports: Within ten (10) days after the Effective Date, Seller shall provide to Purchaser true and complete copies of any and all current leases (including hay leases), correspondence, notices, permits, current timber or service contracts, applications, authorizations, reports, studies, appraisals, surveys, soil test borings, and similar, relating to the Property, in Seller's possession or control, or notify Purchaser that no such documentation exists. Seller shall promptly furnish to Purchaser copies of any such additional information and documents which come into Seller's possession or control thereafter.

5. Access/Cooperation: During the term of this Contract the Purchaser and Purchaser's duly authorized representatives and contractors shall be entitled to reasonable access to the Property for the purpose of inspecting such Property and making surveys, examinations, measurements, soil tests, engineering and other findings, provided that such activities do not result in any material change in the present character of the Property. Seller agrees to cooperate with the Purchaser's said activities, including but not limited to providing such information as is within their knowledge in connection with a Phase I Environmental Study and any follow-up investigations, upon request.

6. Conveyance: Seller agrees to convey the Property by appropriate deed containing general warranty and English covenants of title, free and clear of all liens and indebtedness of every kind, and free and clear of any covenants, conditions, restrictions or encumbrances which would render title defective, unmerchantable, or unmarketable, including, without limitation, any lease which would prevent or inhibit occupancy by the Purchaser at Closing; provided, however, that such conveyance may be subject to utility service easements of record as of the date of this Contract that do not adversely affect the use of the Property for the purposes to which it is suited. Should title be found to be so defective and Seller is unable to correct such defects within a reasonable time, this Contract may be terminated by the Purchaser, whereupon any deposit shall be repaid to Purchaser, and the parties shall have no further liability to each other hereunder except as otherwise expressly provided in this Contract. In the event that the total cost of correcting any title defect exceeds \$1,000.00, and Seller is not in default hereunder, Seller shall have the option to (i) pay the total cost, or (ii) pay \$1,000.00 to Purchaser and refuse to pay any excess over that amount. If Seller elects (ii), Purchaser shall have the option to either accept the Property in its present condition, in which case the Seller shall pay \$1,000.00 to Purchaser at Closing, or terminate this Contract and recover any deposit. Following execution of this Contract, Seller shall not enter into any agreement affecting the Property, or grant or suffer any lien, mortgage or other encumbrance of any of the Property, contract to sell or enter into any lease of any portion of the Property, or convey any interest in any portion of the Property, including without limitation any easement or right-of-way, or initiate any governmental action with respect to the Property without the prior written consent of Purchaser, which may be granted or withheld in Purchaser's sole discretion.

7. Affidavits and Certificates: Seller shall deliver to Purchaser an affidavit on a form reasonably acceptable to Purchaser's attorney and any title insurance company used by Purchaser, that no labor or materials have been furnished to the Property within the statutory period for the filing of mechanics' or materialmen's liens against the Property, or, if labor or materials have been furnished during the statutory period, that the costs thereof have been paid, and that there are no outstanding leases or other agreements with regard to, or other parties in or entitled to possession of the Property or any portion thereof and that Purchaser is solely entitled to possession of the premises at Closing. Seller shall also deliver to Purchaser applicable non-foreign status and state residency certificates and IRS certificates, and such other certificates or documents as are customary in the Charlottesville area or otherwise reasonably required by Purchaser's attorney or Purchaser's title insurance company.

8. Costs and Expenses: Seller shall pay the cost of preparation of the deed aforesaid; the deed recordation taxes normally charged sellers; all amounts necessary to convey title free and clear of all liens and indebtedness, together with all costs necessary to correct any defects found

in the title subject to the provisions of this Contract; and their own attorney's fees for all services rendered in connection with this transaction. The Purchaser shall pay all other costs of recording said deed; the cost of examining title to the Property; the premium for owner's title insurance, if desired by Purchaser; and any attorney's fees incurred by Purchaser in connection with this transaction. All taxes and charges for similar obligations, if any, shall be prorated as of the date of Closing.

9. Condition of Property: Except as otherwise provided for in this Contract, the Property shall be kept and maintained by Seller in the same condition as it was in at the time of the execution hereof, ordinary wear and tear excepted. Seller grants to Purchaser or their representative the right to make a preoccupancy or preclosing inspection to verify that the condition of the Property conforms to this Contract.

10. Risk of Loss: All risk of loss by fire or casualty shall be borne by the Seller until Closing. In the event of substantial loss or damage to the Property before Closing, Purchaser shall have the option of either (i) terminating this Contract and recovering any deposit, or (ii) affirming this Contract, in which event Seller shall assign to Purchaser all of Seller's rights under any policy or policies of insurance applicable to the Property.

11. Closing; Possession: Closing shall be at the offices of Purchaser's attorney on or about June 1, 2017, or as soon thereafter as title can be examined and the papers prepared, allowing for reasonable time for the Seller to correct any defects reported by the title examiner. Possession of the Property shall be given at Closing.

12. Real estate brokers' commission; Disclosure: Seller and Purchaser each represent and warrant to the other that there have been no real estate brokers involved in this transaction and that no sales compensation or commission arising out of this transaction is owed by either of them. The provisions of this paragraph shall survive Closing or any termination of this Contract. In accordance with applicable regulations, Seller hereby discloses that the following named Seller is a real estate licensee in the Commonwealth of Virginia (if blank, "None"):

13. Condemnation: If, prior to Closing, any taking pursuant to the power of eminent domain is proposed or occurs, as to all or any portion of the Property, or sale occurs in lieu thereof, the Purchaser shall be entitled to elect either to (i) terminate this Contract, or (ii) proceed to Closing, in which event all proceeds, awards and other payments arising from any such taking or sale shall be paid to the Purchaser, with no adjustment of the Purchase Price paid at Closing. If the Purchaser elects to terminate this Contract, any deposit shall be repaid to the Purchaser and the parties hereto shall have no further obligations or liabilities to one another hereunder except as otherwise expressly provided in this Contract.

14. Representations and Warranties of the Seller: The Seller represents and warrants as of the date hereof and as of Closing, that:

(a) Public Improvements; Repairs. The Seller has no knowledge of any planned public improvement which may result in a special assessment being made against the Property. No

governmental agency has served any notice on the Seller regarding, nor does the Seller have knowledge of any planned notice requiring repairs, alterations or corrections of any existing condition on the Property.

(b) Condemnation; No Special Taxes. The Seller has no knowledge of any pending or threatened proceedings for condemnation or the exercise of the right of eminent domain as to any part of or interest in the Property or for the limiting or denying of any right of access thereto. The Seller has no knowledge of, nor has it received any notice of, any special taxes or assessments relating to the Property or any part thereof.

(c) Pending Litigation; Violations. There is no judgment, order, notice, demand, litigation, proceeding or investigation pending, or to the knowledge of Seller threatened, relating in any way to the Seller or the Property and Seller is not aware of any condition of the Property which is or could become a violation of any law, ordinance, regulation, condition or restriction applicable to the Property.

(d) No Leases, Contracts. There are no oral or written leases, licenses, or other use or occupancy agreements affecting the Property and no person or entity other than Seller has any claim to possession of the Property. The Property is not subject to any prior contracts or agreements which would limit Seller's right to perform their obligations under this Contract.

(e) Hazardous Materials. No toxic or hazardous materials (as said terms are defined in any applicable federal or state laws) have been generated, treated, used, discharged, disposed of, deposited in or on, or stored on or about the Property, and no such toxic or hazardous materials are now or will be at Closing located on or below the surface of the Property. The Property is not subject to any claim by any government regulatory agency or third party relating to the release or threatened release of any petroleum product, or any toxic or hazardous material. If any such toxic or hazardous materials or release or threatened release of any petroleum product are discovered at the Property, all costs of removal of same or expenses of defending any action brought against the Purchaser by any individual or governmental authority or agency because of same shall be borne by the Seller. Seller hereby indemnifies and agrees to hold the Purchaser harmless for and against all such costs, liabilities and damages resulting therefrom, including, without limitation, court costs and reasonable attorneys' fees. The foregoing indemnification shall survive Closing or any termination of this Contract.

(f) Road Access. The Property fronts on or has unfettered legal access to a public road (State Route 6).

(g) Underground and aboveground storage tanks. Except as disclosed below in this paragraph, there are not now and, to the best of Seller's knowledge, have never been underground or aboveground storage tanks, septic tanks or wells of any type or kind located on the Property. The following storage tanks, septic tanks and wells are located on the Property (if blank, "None"):
 _____ . All tanks or wells listed above are in full compliance with all applicable statutes, ordinances and regulations and they have not resulted in the release of any petroleum product, any hazardous or toxic substance or material, or waste of any kind. Seller will identify to Purchaser the locations of all such storage tanks, septic tanks and wells within ten (10) days after the Effective Date. In the event that any storage tanks are located on the Property, Seller will, upon the request of Purchaser, have such tanks pumped and fully emptied prior to Closing.

(h) No Bankruptcy. No bankruptcy, insolvency, rearrangement or similar action involving Seller or the Property, whether voluntary or involuntary, is pending, or to Seller's knowledge, has been threatened, and Seller has no intention of filing any such action or proceeding.

Seller shall promptly notify Purchaser of any material change with respect to the condition of the Property, any information heretofore or hereafter furnished to Purchaser with respect to the Property, and any change which would make Seller's representations and/or warranties contained herein untrue or materially misleading.

15. Default: In the event that either party shall default under this Contract, the party substantially prevailing in any litigation, in addition to all other remedies, shall be entitled to recover its costs and reasonable expenses incurred in connection with the enforcement of this Contract, including but not limited to reasonable attorneys' fees.

16. Notices: Any notice which is required or permitted by this Contract will be deemed to be sufficiently given if deposited in the U.S. Mail, first-class, postage prepaid, or delivered by hand or courier, to the parties, respectively, at the following addresses:

Seller:

Richard T. Harry, Jr
c/o Mr. and Mrs. Richard T. Harry
467 Martin Kings Road
Charlottesville, VA 22902

with a copy to:

Richard T. Harry, Jr., Esquire
P. O. Box 2141
Louisa, VA 23093

Purchaser:

Steven M. Nichols, County Administrator
County of Fluvanna
132 Main Street (P. O. Box 540)
Palmyra, VA 22963

with a copy to:

Frederick W. Payne, County Attorney
County of Fluvanna
414 East Jefferson Street
Charlottesville, VA 22902

Either party may advise the other to use a different address than that set forth above by providing a notice in a similar manner.

17. Construction; Duplicate Originals: This Contract shall be binding upon the heirs, successors and assigns of the parties, and may be amended only in writing. This Contract shall be construed, performed and enforced in accordance with the laws of the Commonwealth of Virginia, without regard for principles of conflict of laws, and any action or proceeding arising under this lease shall be brought in the state courts of Fluvanna County, Virginia. The language in all parts

of this Contract shall be construed as a whole, according to its fair meaning, and not strictly for or against either party. This Contract may be executed in duplicate originals, either of which shall be equally authentic. This Contract may be signed or otherwise authenticated in any number of counterparts and by different parties to this Contract on separate counterparts, each of which, when so authenticated, shall be deemed an original, but all such counterparts shall constitute one and the same Contract. **Signatures to this Contract affixed electronically and/or delivered by facsimile, electronic mail or other electronic means shall be deemed original signatures for purposes of enforcement and construction of this Contract.**

18. Interpretation: When the context in which words are used in this Contract indicates that such is the intent, words in the singular number shall include the plural and vice versa, and words in the masculine gender shall include the feminine and neuter genders, and vice versa.

19. Title and Headings; References: Titles and headings to paragraphs and subparagraphs herein are inserted for convenience or reference only, and are not intended to be a part of or to affect the meaning or interpretation of this Contract. All paragraph and subparagraph references in this Contract are to the paragraphs or subparagraphs of this Contract unless expressly stated to the contrary.

20. Dates: Any dates specified in this Contract for the performance of an obligation hereunder or the expiration of any time period hereunder which falls on a Saturday, Sunday or legal holiday shall be extended to the next day which is not a Saturday, Sunday or legal holiday. The term “days” used in this Contract shall mean calendar days, unless business days are expressly provided. For all purposes under this Contract, the term “business day” shall mean any calendar day other than a Saturday, Sunday or legal holiday.

21. Severability: If any term, covenant or condition of this Contract is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid or unenforceable provision had never been contained herein.

22. Entire Agreement; Modification: This Contract contains the entire agreement between the parties hereto relating to the Property and supersedes all prior and contemporaneous negotiations, understanding and agreements. Any amendment or modification of this Contract shall be made by written instrument executed with the same formality as this Contract. Waiver from time to time of any provision hereunder will not be deemed to be a full waiver of such provision or a waiver of any other provisions hereunder.

23. Not Residential: The Property is not residential property. The Property is not used for residential purposes by Seller, is not intended for residential use by Purchaser, and contains no lawful dwelling unit(s).

24. Effective Date: The “Effective Date” shall be the date on which a fully ratified copy of this Contract is delivered to Seller.

[Signature page follows.]

WITNESS the following duly authorized signatures and seals:

SELLER:

DATE: _____

_____(Seal)
RICHARD T. HARRY, JR.

PURCHASER:

THE COUNTY OF FLUVANNA

DATE: _____

BY: _____(Seal)
Steven M. Nichols, County Administrator

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB N

MEETING DATE:	May 17, 2017				
AGENDA TITLE:	Zion Crossroads Water & Sewer System Task Order #10				
MOTION(s):	<p>#1. I move the Board of Supervisors approve a supplemental appropriation of \$19,340 from Unassigned Fund Balance to the Zion Crossroads Water and Sewer System project budget with the funds necessary for Task Order #10 for bidding services.</p> <p>#2. I move the Board of Supervisors to approve Task Order #10 between Fluvanna County and Dewberry Engineers Inc. for bidding services for the Zion Crossroads Water & Sewer System totaling \$19,340, and further authorize the County Administrator to execute the agreement subject to approval as to form by the County Attorney.</p>				
STRATEGIC INITIATIVE?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	If yes, list initiative(s):		C7
AGENDA CATEGORY:	Public Hearing <input type="checkbox"/>	Action Matter <input checked="" type="checkbox"/>	Presentation <input type="checkbox"/>	Consent Agenda <input type="checkbox"/>	Other <input type="checkbox"/>
STAFF CONTACT(S):	Cyndi Toler, Purchasing Officer Marty Brookhart, Management Analyst				
PRESENTER(S):	Cyndi Toler, Purchasing Officer				
RECOMMENDATION:	We recommend approval of both motions as stated above				
TIMING:	Routine				
DISCUSSION:	<p>This Task Order #10 with Dewberry Engineers Inc. is required for bidding services for water and sewer lines, an elevated water storage tank, a water booster station, & a sewage pump station.</p> <p>Bidding services outlined in Section 7 of the Fee Proposal includes the following:</p> <ul style="list-style-type: none"> • Prepare the complete bid package including all bid documents, plans, and specifications, have them approved by the OWNER, distribute them to the potential bidders, and maintain a list of the potential bidders. Dewberry may charge a reasonable, non-refundable fee to potential bidders for bid documents. • The OWNER shall prepare the advertisement for construction bids, advertise the bid, and pay the advertising cost. • Provide five (5) sets of bid documents for the OWNER's use. • Attend and run a pre-bid conference and coordinate responses to questions from bidders. • Dewberry shall prepare, the OWNER shall approve, and Dewberry shall be responsible for distribution of any addenda. • Attend the bid opening, review the bids, and recommend to the OWNER award to the lowest responsive, responsible bidder who complies with all Federal, State and Local regulations. • The water booster station will be combined with the sewage pump station in one construction package. Bidding services for water booster station and sewage pump station construction package will be provided concurrently. 				

	Timeline of Prior Events:																													
	<table><tr><td>Date</td><td>Description</td><td colspan="3">Budget - \$575,000</td></tr><tr><td>Aug 2016</td><td>Supplemental Appropriation</td><td colspan="3">+\$30,000</td></tr><tr><td>Dec 2016</td><td>Task Order #9 – Final Design</td><td colspan="3">+\$47,870</td></tr><tr><td>May 2017</td><td>Task Order #10 – Bidding Services</td><td colspan="3">+\$19,340</td></tr><tr><td></td><td>New Proposed Cash Funded Budget</td><td colspan="3">\$672,210</td></tr></table>					Date	Description	Budget - \$575,000			Aug 2016	Supplemental Appropriation	+\$30,000			Dec 2016	Task Order #9 – Final Design	+\$47,870			May 2017	Task Order #10 – Bidding Services	+\$19,340				New Proposed Cash Funded Budget	\$672,210		
Date	Description	Budget - \$575,000																												
Aug 2016	Supplemental Appropriation	+\$30,000																												
Dec 2016	Task Order #9 – Final Design	+\$47,870																												
May 2017	Task Order #10 – Bidding Services	+\$19,340																												
	New Proposed Cash Funded Budget	\$672,210																												
FISCAL IMPACT:	The Zion Crossroads Water and Sewer System cash funded budget will increase by \$19,340.																													
POLICY IMPACT:	N/A																													
LEGISLATIVE HISTORY:	N/A																													
ENCLOSURES:	Task Order #10 Contract																													
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other																									
	X	X	X																											



Bidding Services for Zion Crossroads Water & Sewer System Design

May 17, 2017



Finances Overview

\$19,340 Supplemental Appropriation from Fund Balance is being requested increasing the new funded budget to \$672,210

Project Funding Approvals To Date

Original Budget	\$575,000
Prior Supplemental Appropriations	+\$77,870
Prior approved spending	- \$651,125
Proposed Supplemental Appropriation	+\$19,340
Proposed Task Order #10 Bidding Services	- \$19,340

New Proposed Cash Funded Budget **\$672,210**



Included in Task Order

Dewberry will:

- Prepare the complete bid package including all bid documents, plans, and specifications, have them approved by the County, distribute them to the potential bidders, and maintain a list of the potential bidders.
- Provide five (5) sets of bid documents for the County's use.
- Attend and run a pre-bid conference and coordinate responses to questions from bidders.
- Dewberry shall prepare, the County shall approve, and Dewberry shall be responsible for distribution of any addenda.
- Attend the bid opening, review the bids, and recommend the County award to the lowest responsive, responsible bidder who complies with all Federal, State and Local regulations.



Questions?

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB O

MEETING DATE:	May 17, 2017				
AGENDA TITLE:	VDOT Quarterly Update				
MOTION(s):	None				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		XX			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			XX		
STAFF CONTACT(S):	Wayne Stephens, Public Works Director/County Engineer				
PRESENTER(S):	Alan Saunders, Fluvanna/Louisa Residency Administrator				
RECOMMENDATION:	n/a				
TIMING:	n/a				
DISCUSSION:	VDOT Quarterly update.				
FISCAL IMPACT:	n/a				
POLICY IMPACT:	n/a				
LEGISLATIVE HISTORY:	n/a				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

Culpeper District
Louisa Residency
Fluvanna County
Monthly Report: May 2017

Fluvanna Mileage, Structures

PRIMARY MILES	SECONDARY MILES	STRUCTURES	TOTAL MILES
102.34	598.62	75	700.96

Fatal Accidents

DATE	LOCATION	ALCOHOL	RESTRAINT
01/23/2017	Route 15S, North of RTE 656 Brema Rd (3 fatalities)	No	Yes



[Link to SmartScale Draft Funding Scenario-2018](#)

[Link to SmartScale Applications \(Filter for Fluvanna Co. Projects\)](#)

Projects In Development: Preliminary Engineering

PROJECT	LAST MILESTONE	NEXT MILESTONE	AD DATE
Route 629 Deep Creek Road– Bridge Replacement (UPC:104848)	--	Project Scoping	DEC 2018
Route 53 Safety improvements at Route 618 (UPC:96938)	Preliminary Field Inspect.	Public Hearing June 13, 2017 Fluvanna Co. Public Library	NOV 2019
Route 600-618 Intersection Improvements (UPC TBD)	--	Adopt SSYP	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 <i>Columbia District</i> (UPC:107315)	Authorize CN	Construction (State Forces)	Construction Ongoing
Route 1101 – Rural Rustic <i>Columbia District</i> (UPC:109165)	Authorize CN	Construction (State Forces)	Construction Ongoing
Route 1103 – Rural Rustic <i>Columbia District</i> (UPC:109167)	Authorize CN	Construction (State Forces)	Construction Ongoing
Route 1106 – Rural Rustic <i>Columbia District</i> (UPC:109169)	Authorize CN	Construction (State Forces)	Construction Ongoing
Route 1108 – Rural Rustic <i>Columbia District</i> (UPC:109185)	Authorize CN	Construction (State Forces)	Construction Ongoing

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.
Scope: Construct a rural single lane Roundabout
Estimated Contract Completion Date: August 2017
- **On-Call Pipe Replacements** PR07-967-255, N501 (UPC 106020)
- **District Wide Guardrail Repair and/or Replacement** GR07-967-269, N501 (UPC 106849)
- **District Wide ADA Compliance** (NFO)ADA7-967-317,N501 (UPC 108027)
- **On-Call District Wide Pavement Marking** TS07-967-325, N501 (UPC 108282)

Bridge Projects

- **District Wide Bridge Deck Cleaning and Washing** (NFO) BRDG-967-241,N501 (UPC 105980)
- **District Wide Bridge Maintenance** (NFO)BRDG-967-240, N501 (UPC 105979)
- **Route 623 over Branch Venable Creek, Fluvanna Co., Closed for replacement September – October 2017.**

Resurfacing Projects

- **Plant Mix Schedule/Surface Treatment Schedule:** List of 2017 routes attached.

Traffic Engineering

Studies Under Review:

- Route 652 Academy Road, Traffic Safety Study (065-0652-2016069-011);
- Route 708 (Blue Ridge Dr), From Route 250 to End State Maintenance.

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.
- Route 250, Hwy 15 west to Route 631, Troy Road.

Safety Improvements:

- Route 600, Rivers Ridge Dr, Riverside Gate, Traffic Safety Study (Traffic Engineering to review Crosswalk, Sidewalk, ADA Ramps, Pedestrian;
- 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 **458** Work Orders in FY17. Crews completed the following activities during the past month.

- Moving secondaries and primaries
- Pipe replacement on 7 routes
- Pothole/ patching repair on 3 routes
- Tree & debris removal on 7 routes
- Drainage issues on 2 routes
- Add stone to 1 route
- Ditching on 1 route

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



**Route 53 at Route 618
Fluvanna County**

Construction of Roundabout

Design Public Hearing

Tuesday, June 13, 2017, 4:30 – 6:30 p.m.

Fluvanna County Public Library
214 Commons Boulevard
Palmyra, VA 22963

Find out about a proposed project to reconstruct the existing T-intersection of Route 53 (Thomas Jefferson Parkway) and Route 618 (Lake Monticello Road) in Fluvanna County as a roundabout.

Review the proposed project plans and the environmental documentation at the public hearing or at two VDOT office locations: VDOT's Culpeper District Office located at 1601 Orange Road, Culpeper, VA 22701, 540-829-7500 or 1-800-367-7623 and VDOT's Louisa Residency, located at 3709 Davis Highway, Louisa, VA 23093, 540-967-3710. Please call ahead to ensure the availability of personnel to answer your questions.

Property impact information, relocation assistance policies and tentative construction schedules are available for your review at the above addresses and will be available at the public hearing.

Give your written or oral comments at the hearing or submit them by June 23, 2017 to Mr. John Rose, Project Manager, Virginia Department of Transportation, 1601 Orange Road, Culpeper, VA 22701. You may also email comments to John.Rose1@vdot.virginia.gov. Please reference "Rt. 53/Rt. 618 Project Comment" in the subject line.

VDOT ensures nondiscrimination and equal employment in all programs and activities in accordance with Title VI and Title VII of the Civil Rights Act of 1964. If you need more information or special assistance for persons with disabilities or limited English proficiency, contact the project manager at the telephone number listed above.

Federal Project: HSIP-03-7(025)
State Project: 0053-032-S71
UPC: 96938

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB P

MEETING DATE:	May 17, 2017				
AGENDA TITLE:	2016 Development Activity Report				
MOTION(s):	N/A				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		XX			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			X		
STAFF CONTACT(S):	James Newman-Planner				
PRESENTER(S):	James Newman-Planner				
RECOMMENDATION:	N/A				
TIMING:	N/A				
DISCUSSION:	A brief summary of the 2016 Development Activity Report, highlighting certain sections and figures of the report.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	Planning Commission unanimously recommended the 2016 Development Activity Report be adopted, on May 9, 2017				
ENCLOSURES:	2016 Development Activity Report				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X



FLUVANNA COUNTY, VIRGINIA

2016 DEVELOPMENT ACTIVITY REPORT

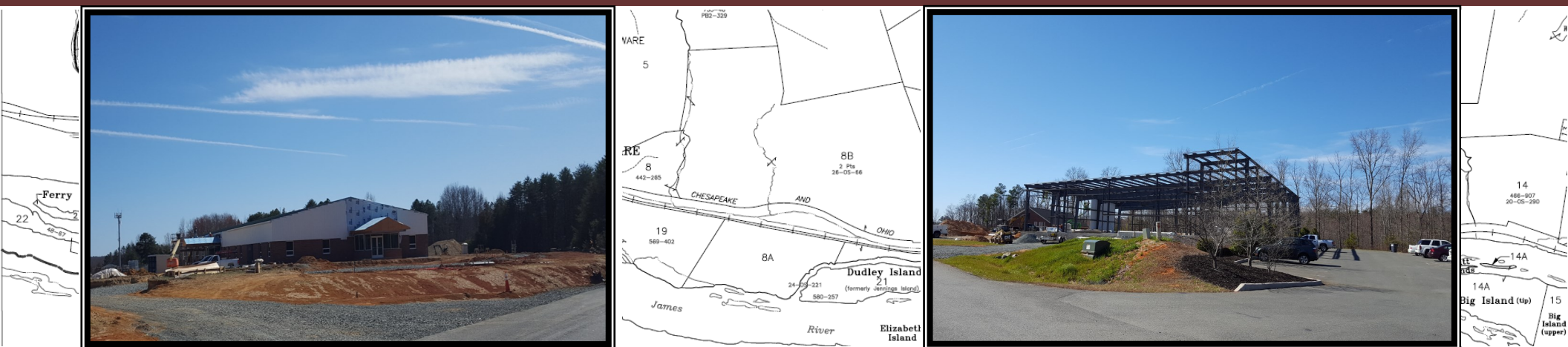
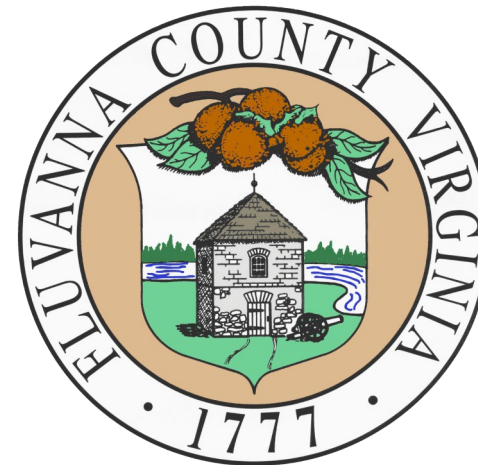


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This document could not have been completed without the wonderful work done by all members of the Planning and Zoning, and Building Inspections Departments. Thank you for your tireless work. Thanks as well to the Commissioner of Revenue's Office

LIST OF IMAGES, TABLES, AND FIGURES

Images

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(Right) Zion Station Site Plan 16-07

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INTRODUCTION

The Fluvanna County Department of Planning and Community Development is proud to present the 2016 Development Activity Report (DAR). Development activity in this report has been approved by the Fluvanna County Board of Supervisors and committees appointed or approved by them, including the Planning Commission, Board of Zoning Appeals, and the Department of Planning and Zoning. This report has been prepared to make clear the growth impacting Fluvanna County, which is reflected by changes in land use. Land use changes are tracked by the Development Information Database (DID), which was used to prepare this report and is maintained by the Department of Planning and Zoning.

The DID is used to track site development plans, subdivisions, code compliance cases, special use permits, variances, zoning map amendments, zoning text amendments, and conservation easements, among other activities. A similar database used by the Building Inspections Department tracks building permits and is used in the residential activity calculations in this report. A direct comparison of the past sixteen (16) years worth of land use planning data is provided throughout this report.

The DAR allows land use comparisons and trends to be seen over time, which provides important clues for future needs, such as new school bus routes and traffic systems. This report reflects the outcome of development by Election District and Land Use Planning Area, and evaluates Fluvanna County's preservation initiatives. In addition, this report allows an analytical observation of the relationship between land use planning and various application requests. For example, proposed growth areas may not achieve the intended results if development requests are granted in areas outside established Community Planning Areas (CPAs). This report provides a quantitative summary of development through 2016, and indicates where this growth is taking place.

Although residential growth has dropped considerably since its peak several years ago, new homes are popping up throughout the County. While a majority of the new homes built in the County were located within the Rivanna Community Planning Area, only a handful were constructed within the gates of Lake Monticello; as the subdivision approaches build-out, new construction is taking place elsewhere. Lake Monticello, Boxwood, and Nahor Village were the subdivisions which experienced the most new home construction in 2016.

While overall development activity continued to decline in the County, several long-range planning projects were carried-out in 2016, including a water pipeline to Zions Crossroads. The County's Comprehensive Plan five-year review process continues.

In addition to the future land use map, the 2015 Comprehensive Plan contains over 100 strategies for implementing the goals outlined in the plan. Since the adoption of the Comprehensive Plan in 2015 several of these strategies have been completed, others are on-going actions, and some are in the process of being implemented.

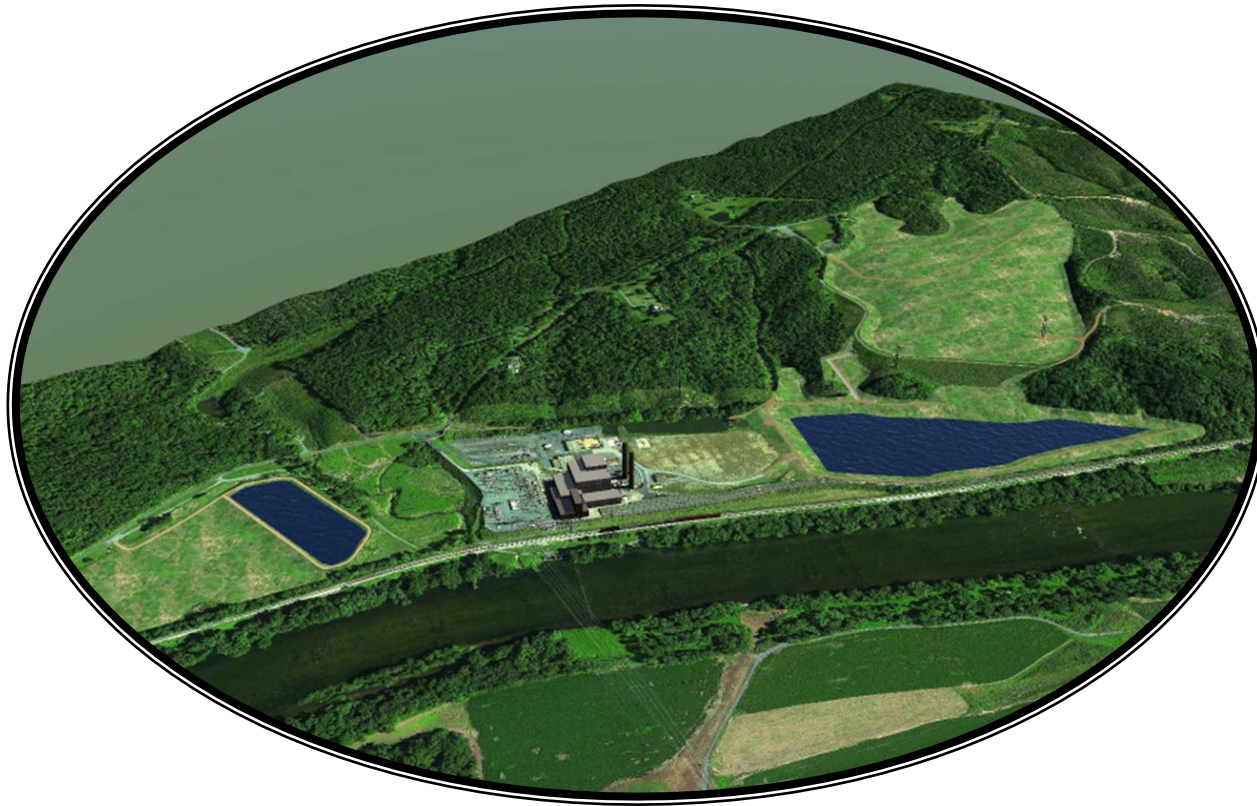


Image 1: Coal ash ponds at Dominion Power Plant at Bremo Bluff (SDP 16-19).

EXECUTIVE SUMMARY

Land Use Planning Areas

- Fluvanna County's Comprehensive Plan, adopted in 2015, continues to influence growth and development decisions.
- The Comprehensive Plan's designated growth areas cover roughly 9% (17,344 acres) of the County. The growth areas, known as Community Planning Areas, are located near existing population centers and are intended to receive the majority of new development. There are CPA's located in and around Palmyra, Lake Monticello, the town of Scottsville, Zions Crossroads, Fork Union, and the former town of Columbia.
- Roughly 91% (175,486 acres) of the County is designated as rural by the Comprehensive Plan. There are two designations for rural areas: Rural Residential and Rural Preservation.

Building Permits

- 113 building permits for new homes were issued in 2016, a 19% increase from the 93 permits issued in 2015.
- 45 building permits for new homes (39%) were issued within designated growth areas.
- 68 building permits for new homes (61%) were issued within rural areas.

Subdivisions

- 19 new subdivision lots were approved in 2016, a 24% decrease from the 25 new lots approved in 2015 .
- One (1) of the new lots approved was within designated community planning areas. This comprised 5% of new lot construction
- Eighteen (18) of the new lots approved were within rural areas.

Site Development Plans

- 18 site development plans were reviewed in 2016, a 15% decrease from the 21 plans reviewed in 2015.
- Just over 55% of the site development plans reviewed were located within designated growth areas.

Special Use Permits

- 10 special use permits were reviewed in 2016
- 6 of the special use permits reviewed were located outside of designated growth areas.

Zoning

- 7 rezoning applications were considered in 2016. 5 rezoning applications were approved.
- 2 zoning text amendments were approved in 2016.
- 2 variances were granted by the Board of Zoning Appeals (BZA) in 2016.

Code Compliance

- At least 26 zoning complaints were initiated after a preliminary investigation in 2016, a decrease from the 39 cases in 2015.
- 25 of the cases initiated in 2016 were resolved, and 1 is pending resolution.

Land Conservation

- There are 19 Agricultural and Forestal Districts (AFDs) in Fluvanna County, which include 20,542.8 acres (10.65% of Fluvanna County). No new AFDs were created in 2016.
- As of December 2016, 14,770.81 acres (8% of Fluvanna County) are protected by conservation easements held by various organizations.
- As of April 2016, 110,156 acres (57% of Fluvanna County) were enrolled within the Land Use Taxation Program.

Image 2: Road leading to Houchens Place Subdivision. Site Plan approved in 2016.
(SUB 14:12)



DEVELOPMENT & COUNTY GOVERNMENT: PLANNING & ZONING

To ensure that growth and development occur in an orderly way that does not compromise the health, safety, and welfare of current residents and newcomers, Fluvanna County has its own Department of Planning and Zoning. The department's duties and activities are described below:

Current Planning (Development Administration)

This primary activity involves the daily administration and enforcement of the zoning and subdivision ordinances. Tasks associated with the administration of these ordinances include the processing of subdivision proposals, boundary adjustments, easement plats, site plans, special use permits, rezonings, and variances. County staff also respond to general inquiries and other requests.

The department serves as the primary staff contact for the Planning Commission, Board of Zoning Appeals, Agricultural and Forestal District Advisory Committee, and other ad hoc committees and task forces. Department staff also supports the Board of Supervisors as needed or requested.

Long Range Planning (Project/Policy Development and Management)

Planning recommendations are routinely provided to the Planning Commission and the Board of Supervisors on a wide array of issues. Strategic and long-term planning begins with the preparation and implementation of the Comprehensive Plan, associated comprehensive plan or zoning text amendments, the annual review of the Capital Improvements Plan (CIP) by the Planning Commission, and other local projects. These planning documents provide the foundation for many of the land use and budgetary decisions that are implemented by the County.

The department also manages the Agricultural and Forestal District and the Conservation Easement programs. Staff advises County agencies about regional and local transportation issues and assists in the development of recreational facilities as needed. Geographic Information Systems (GIS) information critical to planning and land use decisions is developed, collected, and maintained by planning staff. Routine contact with other regional planning departments including Cumberland, Goochland, Louisa, and the Thomas Jefferson Planning District Commission (and all of its member localities) is critical to maintaining up-to-date information and invaluable regional connections.

DEVELOPMENT & COUNTY GOVERNMENT: PLANNING AND ZONING

Code Enforcement and Inspections

Code compliance ensures that Fluvanna County's regulations are enforced consistently and equitably. A wide variety of code issues are reported to the County, including subdivision and zoning ordinance violations, inoperative vehicle and junkyard complaints, and other nuisance and miscellaneous complaints.

Erosion & Sediment Control

The department is responsible for issuing all new land disturbance permits and ensuring that developing sites are in conformance with Chapter 6 (Erosion & Sedimentation Control) of the County Code. As part of their duties, the Erosion and Sediment Control Site Inspectors perform site inspections on a two-week rotation and after all significant rainstorm events. In 2014, the Erosion and Sediment Site Inspector, the Building Official, and Planning Staff worked together to create a stormwater management plan (SMP) in accordance with new state stormwater legislation.

Current Staff

The Department of Planning and Zoning consists of six full-time employees:

Jason Stewart:	Planning Director/Zoning Administrator
Brad Robinson:	Senior Planner (Current Development)
James Newman:	Planner (Long-Range Planning)
Scott Miller:	Code Compliance Officer
Roger Black:	Erosion and Sediment Plans Reviewer
Stephanie Keuther:	Senior Program Support Assistant

Image 3: A public hearing notice sign set up by staff



DEVELOPMENT & COUNTY GOVERNMENT: BUILDING INSPECTIONS

To ensure that structures are built and modified in a safe manner, Fluvanna County has its own Department of Building Inspections. The department's duties and activities are described below:

Building Inspections

The department enforces the Uniform Statewide Building Code for all new structures, additions, and alterations, as required by state law. As part of its enforcement activities, the department reviews plans associated with all new regulated construction; performs the required building, electrical, plumbing, and mechanical inspections; and issues the necessary permits and certificates of occupancy. Inspectors work with Planning and Zoning Department to ensure that new construction meets the regulations set forth within the zoning ordinance, including building setbacks. The department is also responsible for initiating the addressing and street naming process.

Current Staff

The Department of Building Inspections consists of three full-time employees:

Kevin Zoll:	Building Official
Johnny Vaughn:	Building Inspector
Amy Helfrich:	Permits Clerk

Image 4: A commercial building under construction at Zion Station



DEVELOPMENT & COUNTY GOVERNMENT: PLANNING COMMISSION

The Planning Commission is an appointed body charged with promoting the orderly development of the community. Every locality in Virginia is required to have its own Planning Commission (Virginia Code §15.2-2210). Per Virginia law, the Planning Commission is responsible for:

- Preparing the local comprehensive plan;
- Preparing and reviewing amendments to the zoning and subdivision ordinances;
- Reviewing proposed changes to the zoning map;
- Reviewing major site plans and major subdivisions; and
- Preparing the local capital improvement plan (CIP).

The Planning Commission is not a legislative body, but an advisory committee. It makes recommendations to the Board of Supervisors on legislative matters, such as the adoption and amendment of the comprehensive plan, zoning ordinance, and subdivision ordinance.

The Planning Commission consists of five (5) voting members (one from each voting district) and one (1) non-voting representative of the Board of Supervisors. Planning Commission members are appointed to four-year terms by the supervisors representing their election district.

Staff from the Department of Planning and Community Development provide the Planning Commission with technical support.

Planning Commission Members (as of March 2017)

Columbia District:	Ed Zimmer
Cunningham District:	Barry Bibb
Fork Union District:	Lewis Johnson
Palmyra District:	Howard Lagomarsino
Rivanna District:	Donald Gaines
Board of Supervisors Rep.:	Tony O'Brien

2015 COMPREHENSIVE PLAN: LAND USE PLANNING AREAS

The Comprehensive Plan is a guide to the future growth and development of Fluvanna County. The current Comprehensive Plan was adopted in 2015. Since its adoption, the document has influenced land use decisions and County policy. Officials continue to implement strategies that help the County realize the goals described within the plan.

The Comprehensive Plan's Future Land Use Map shows where the County wants to direct new development. Fluvanna County has six (6) Community Planning Areas, which are intended to support higher density, mixed-use development around existing population centers. The Rural Residential areas accommodate low-density, clustered residential development, while the Rural Preservation areas are intended to remain largely undeveloped.

Figure 1: Planning areas approximate acreage (2016)

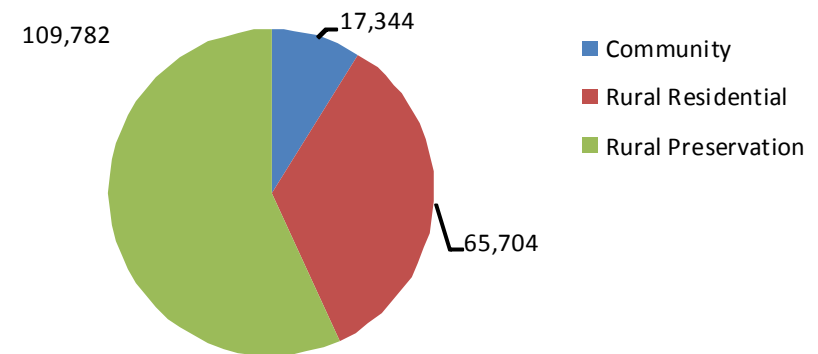


Table 1: Approximate Acreage in Land Use Planning Areas (2016)

Planning Area	Approximate Number of Parcels	Approximate Acreage	Percentage of Total County Acreage (Approximate)
Community	6,864	17,344	9%
Rural Residential	4,743	65,704	34%
Rural Preservation	4,495	109,782	57%
TOTAL	16,102	192,830	100.00%

Methodology: GIS Parcels selected by Location, via "have their centroid in source layer feature" as some Planning Areas overlap. All future tables for this data should be calculated as such, for consistency. These numbers may differ from 2015 DAR.

Source: Dept. of Planning & Community Development

2015 COMPREHENSIVE PLAN: AMENDMENTS

With the approval of the Board of Supervisors, the Comprehensive Plan may be amended. These amendments should be based upon established goals and sound planning principles. According to Virginia Code, the plan must be reviewed at least once every five (5) years. Occasional revision is essential if the plan is to remain flexible and to continue to serve as a reliable guide for community growth; however, constant amendment of the plan undermines and limits its effectiveness.

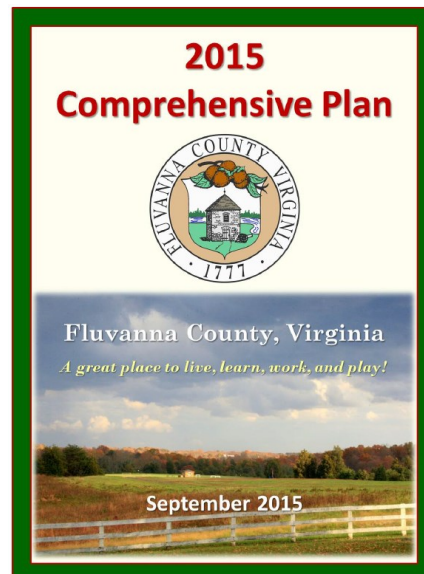
Since its adoption in 2015, there have been few amendments to the current Comprehensive Plan. The Board of Supervisors did not approve any amendments to the 2015 Comprehensive Plan in 2016.

Table 2: Comprehensive Plan Text Amendment Applications (2016)

Applicant Name	Affected Chapters of the Comprehensive Plan	Description of Request
None	N/A	N/A

Source: Dept. of Planning & Community Development

Image 5: The 2015 Fluvanna County Comprehensive Plan



RESIDENTIAL ACTIVITY: BUILDING PERMITS

Generally, any project that involves building a new structure, altering an existing structure, or demolishing a structure will require a building permit. Fluvanna County issues building permits for all construction within its boundaries. The number of building permits issued for new home construction helps officials understand the rate at which residential growth is occurring and where it is concentrated. In Fluvanna County, most new dwellings constructed are single-family units.

Table 3: Building Permits Issued for New Homes by Type (2016)

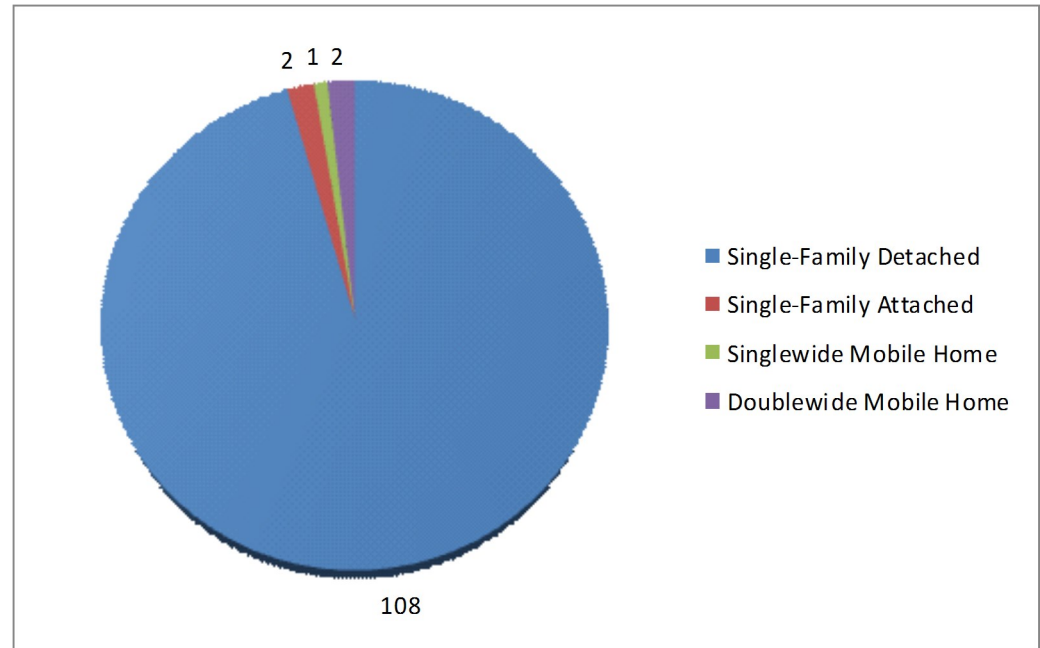
Housing Type	Number of Permits Issued	Percentage of Total
Single-Family Detached	108	95%
Single-Family Attached	2	2%
Singlewide Mobile Home	1	1%
Doublewide Mobile Home	2	2%
TOTAL	113	100.0%

Source: Dept. of Building Inspections



Image 6: A new house under construction

Figure 2: Building Permits Issued for New Homes by Type (2016)

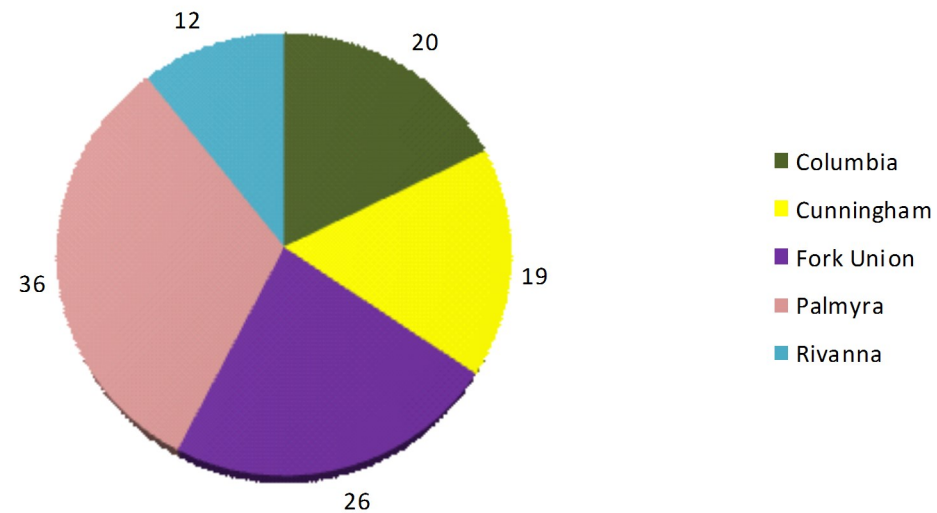


RESIDENTIAL ACTIVITY: BUILDING PERMITS

Table 4: Building Permits Issued for New Homes by Election District (2016)

Election District	Number of permits issued	Percentage of total
Columbia	20	17.69%
Cunningham	19	16.81%
Fork Union	26	23%
Palmyra	36	31.85%
Rivanna	12	10.61%
Total	113	100.00%

Figure 3: Number of building permits issued for New Homes by Election District (2016)



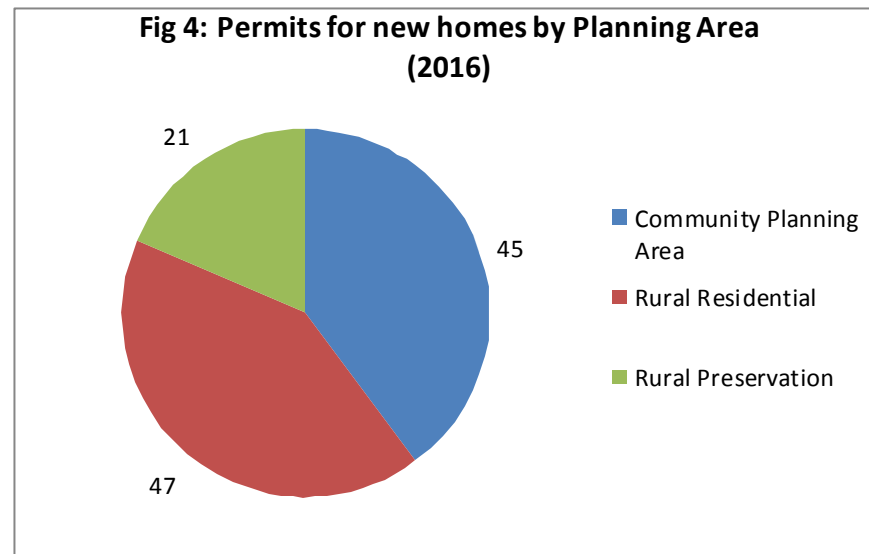
Source: Dept. of Building Inspections

RESIDENTIAL ACTIVITY: BUILDING PERMITS

Table 5: Building Permits Issued for New Homes by Planning Area (2016)

Planning Area	Number of Permits Issued	Percentage of Total
Columbia Community Planning Area	0	0.00%
Fork Union Community Planning Area	0	0.00%
Palmyra Community Planning Area	0	0.00%
Rivanna Community Planning Area	44	38.93%
Scottsville Community Planning Area	0	0.00%
Zion Crossroads Community Planning Area	1	0.88%
Community Planning Area Subtotal	45	39.81%
Rural Residential Subtotal	47	41.59%
Rural Preservation Subtotal	21	18.58%
TOTAL	113	100.00%

Source: Dept. of Building Inspections



RESIDENTIAL ACTIVITY: BUILDING PERMITS

Lake Monticello is Fluvanna County's largest population center. According to the 2010 census, Lake Monticello housed 9,920 residents, which represents 38.6% of Fluvanna County's total population (2010 Census: 25,691). Since its establishment in the early 1970s, Lake Monticello has supported most of the County's residential growth. As the community approaches build-out, new construction has slowed; new homes in Lake Monticello represent only a small portion of all new construction countywide. According to information provided by the Lake Monticello's Owners Association, about 450 of the community's 5,000 or so lots are vacant.

Fig 5: Number of Permits issued inside Lake Monticello versus outside Lake Monticello (2016)

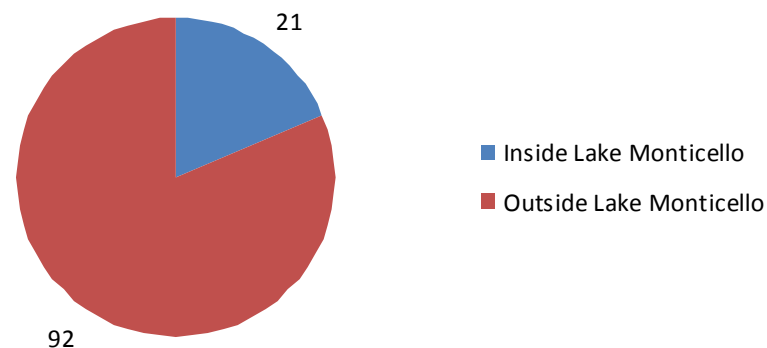


Table 6: Number of Permits Issued for New Detached Homes Inside versus Outside Lake Monticello (2016)

	Inside Lake Monticello	Outside Lake Monticello	County Overall
Number of Permits Issued	21	92	113
Percentage of Total	18.58%	81.42%	100%
Average Cost of New Homes	\$192,404	\$193,701	\$193,460
Total Cost of New Homes	\$4,040,486	\$17,820,582	\$21,861,068

Note: Costs provided by developers

Source: Dept. of Building Inspections

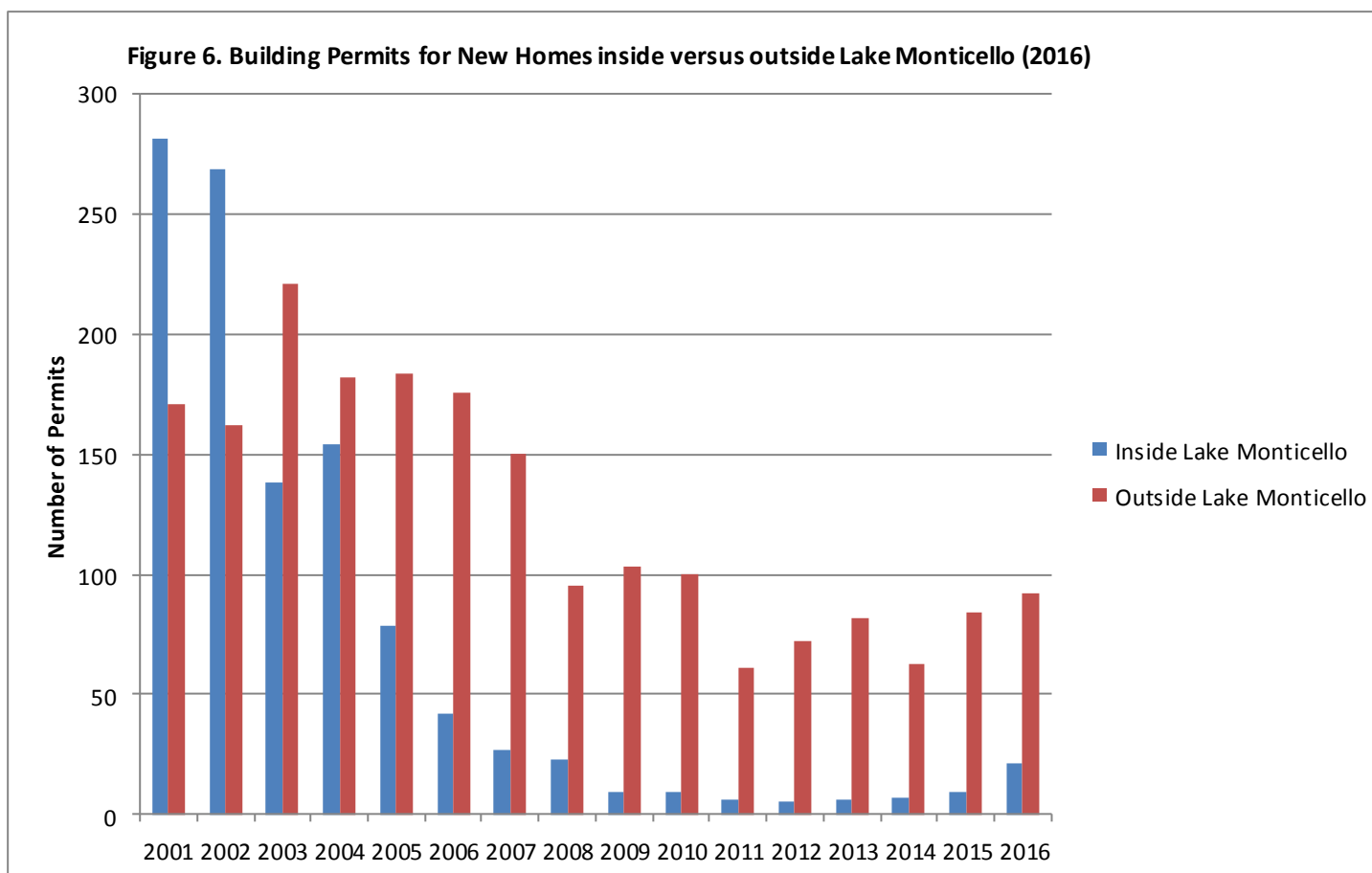
RESIDENTIAL ACTIVITY: BUILDING PERMITS

Table 7: Building Permits Issued for New Homes Inside versus Outside Lake Monticello (2016)

Year	Inside Lake Monticello	Outside Lake Monticello	Total Countywide	Percentage Change from Previous Year
2001	282	171	453	30.1%
2002	269	162	431	-4.9%
2003	138	221	359	-16.7%
2004	154	182	336	-6.4%
2005	79	184	263	-21.7%
2006	42	176	218	-17.1%
2007	27	150	177	-18.8%
2008	23	95	118	-33.3%
2009	9	103	112	-5.1%
2010	9	100	109	-2.7%
2011	6	61	67	-38.5%
2012	5	72	77	14.9%
2013	6	82	88	13.0%
2014	7	63	70	-20.5%
2015	9	84	93	32.9%
2016	22	91	113	18%

RESIDENTIAL ACTIVITY: BUILDING PERMITS

Since the early 1970s, thousands of homes have been constructed in Lake Monticello, Fluvanna County's largest subdivision. In the early 2000s, more homes were built in Lake Monticello than in the rest of the County; in 2001, approximately 62.3% of new homes (282 units) constructed in Fluvanna County were located within Lake Monticello. As the community has approached buildout, the number of new homes constructed within Lake Monticello has dropped considerably.



RESIDENTIAL ACTIVITY: BUILDING PERMITS

When applying for a building permit, builders must provide an estimate of the home's construction cost. In 2016, the average construction cost of a new home in Fluvanna County was \$200,076. Inside Lake Monticello, the average construction cost for a new home was \$192,404. Outside of Lake Monticello, the average construction cost for a new home was \$201,971.

Note that the average construction cost does not include land costs.

Figure 7: Average costs of home construction (2016)

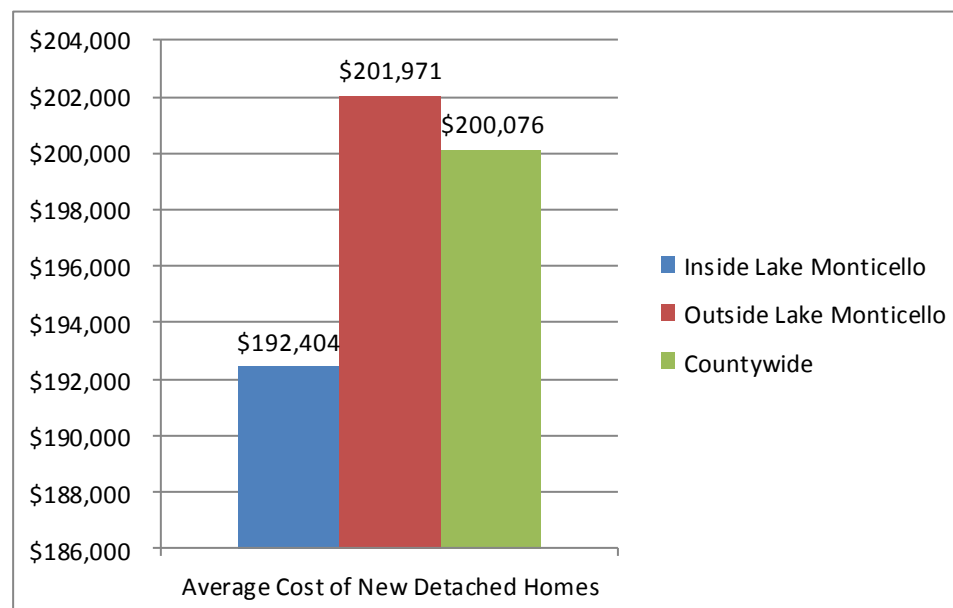


Table 8: Average Construction Cost of New Homes (2015)

Source: Dept. of Building Inspections

	Inside Lake Monticello	Outside Lake Monticello	Countywide
Average Cost of New <u>De-</u> <u>tached</u> Homes	\$192,404	\$201,971	\$200,076

Note: Costs provided by developers

Table 9: Average costs of home construction

New <u>Attached</u> Homes	Average Cost of New <u>Attached</u> Homes
2	\$190,000

Note: Costs provided by developers

RESIDENTIAL ACTIVITY: BUILDING PERMITS

As the number of new homes constructed in Lake Monticello continues to decline, builders are purchasing lots in other newly-developed communities. In 2016, Lake Monticello, had more new building permits (20) issued than any other subdivision. The subdivisions with the highest number of building permits issued for new homes are located in the northwestern corner of the County, near Lake Monticello and Zion Crossroads.

Table 10: Subdivisions with the Highest Number of Building Permits Issued for New Homes (2016)

Subdivision	Permits Issued
Lake Monticello	20
Boxwood	14
Nahor Village	10
Village Oaks	5
Two Rivers	4
Meadow Brook	3
Needham Village	3
Deep Creek Estates	2
Forest Glen	2
Hannum House	2
Meadows at Shiloh	2
River Oaks	2
Sycamore Landing	2
TOTAL	71

Source: Dept. of Building Inspections

RESIDENTIAL ACTIVITY: SUBDIVISIONS

The subdivision ordinance regulates the division of land. Regulations within the subdivision ordinance control the dimensions of lots, the extent and nature of required utilities, plat details, and necessary transportation improvements. Virginia Code requires all localities to adopt a subdivision ordinance. The approval of subdivision plans is an administrative process; local planning staff reviews subdivision plans to determine whether or not they meet the provisions of the subdivision ordinance. In Fluvanna County, most new subdivisions are associated with residential development.



Image 7: Nahor Village Subdivision (ZMP 16:01).

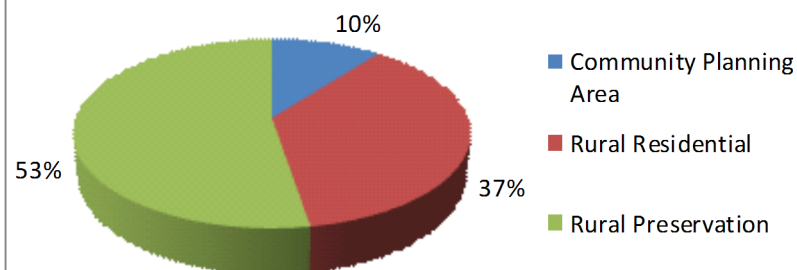
RESIDENTIAL ACTIVITY: SUBDIVISIONS

Table 11: Approved Subdivision Lots by Planning Area (2016)

Planning Area	Subdivisions Type and Number of Lots			
Community	Major	Minor	Family	Total
Columbia CPA	0	0	0	0
Fork Union CPA	0	0	0	0
Palmyra CPA	0	0	0	0
Rivanna CPA	0	2	0	0
Scottsville CPA	0	0	0	0
Zion Crossroads CPA	0	0	2	2
Community Planning Area	0	0	2	2
Rural Residential	0	3	4	7
Rural Preservation	0	3	7	10
TOTAL	0	6	13	19

Source: Dept. of Planning & Community Development

Figure 8: Approved Subdivision Lots by Planning Area (2016)



In 2016, nineteen (19) lots were created and approved through the subdivision process. Six (6) of these lots were created as part of *minor subdivisions* (subdivisions with five or fewer lots). Thirteen (13) lots were associated with *family subdivisions*, which permit the transfer of land to closely-related family members. There were no *major subdivisions*.

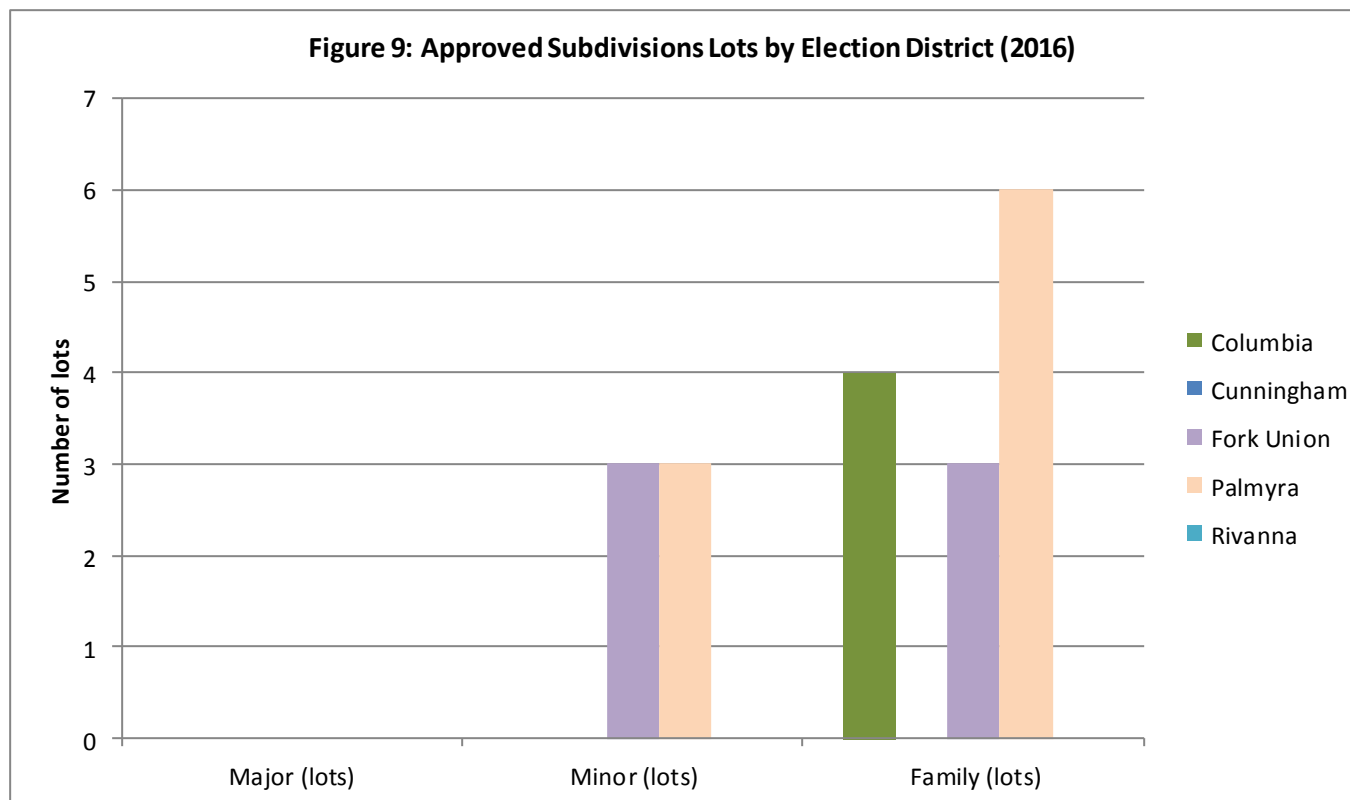
Most of the lots created were located within the Rural Preservation Planning Areas; the second largest number of lots created were located in the Rural Residential Planning Areas, as designated within the 2015 Comprehensive Plan. Rural Preservation Planning Areas are intended to be the least developed areas of the county, with very low-density residential development. The Rural Residential Planning Area is intended to accommodate limited low-density residential development (no more than one unit per two acres) and agricultural uses. Community Planning Areas are intended to accommodate higher-density development near existing communities.

RESIDENTIAL ACTIVITY: SUBDIVISIONS

Table 12: Approved Subdivision Lots by Election District (2016)

Election District	Major (lots)	Minor (lots)	Family (lots)	Total (lots)	% of Total
Columbia	0	0	4	4	21%
Cunningham	0	0	0	0	0%
Fork Union	0	3	3	6	31%
Palmyra	0	3	6	9	48%
Rivanna	0	0	0	0	0%
Total (lots)	0	6	13	19	100%

Source: Dept. of Planning & Community Development



RESIDENTIAL ACTIVITY: SUBDIVISIONS

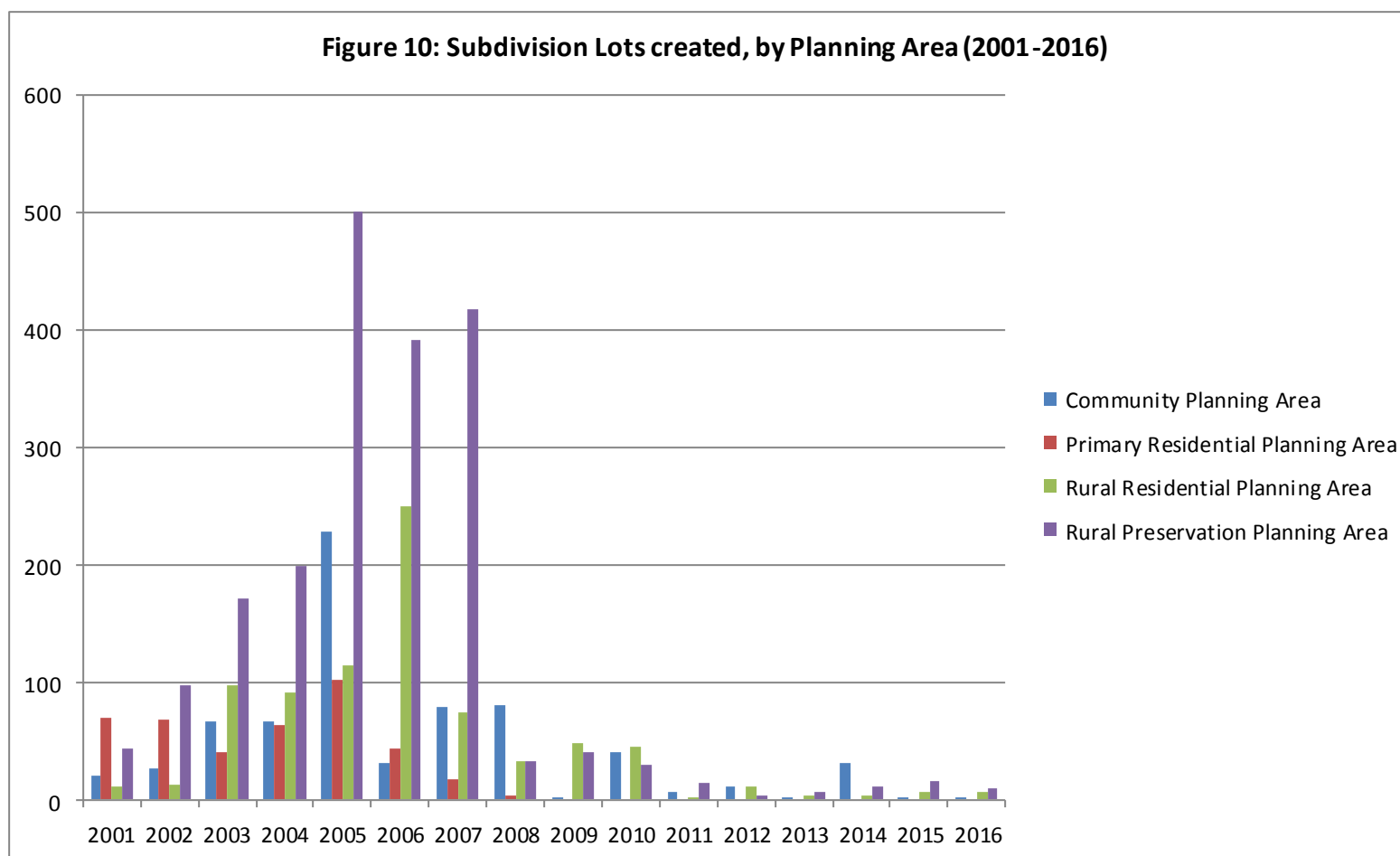
Table 13: Approved Subdivision Lots by Planning Area (2001 - 2016)

Year	Community Planning Area	Primary Residential Planning Area	Rural Residential Planning Area	Rural Preservation Planning Area	Total	% Change from Previous Year
2001	21	70	11	43	145	49.50%
2002	26	69	13	98	206	42.10%
2003	67	40	97	172	376	82.50%
2004	67	63	91	199	420	11.70%
2005	228	102	115	501	946	125.20%
2006	32	44	250	392	718	-24.10%
2007	79	17	75	418	589	-17.97%
2008	80	4	33	33	150	-74.53%
2009	2	0	48	40	90	-40.00%
2010	40	0	45	30	115	21.74%
2011	6	0	2	14	22	-82.61%
2012	11	0	11	4	26	18.18%
2013	2	NA*	4	7	13	-50.00%
2014	31	NA*	4	12	47	261.54%
2015	2	NA*	7	16	25	-46.81%
2016	2	NA*	7	10	19	-24%

* Primary Residential Planning Areas were eliminated

RESIDENTIAL ACTIVITY: SUBDIVISIONS

Subdivision activity has slowed significantly since 2007. In the mid-2000s, thousands of lots were created in Fluvanna County; most of these lots were located in areas designated for rural preservation. After 2007, the number of lots approved annually dropped dramatically.



RESIDENTIAL ACTIVITY: FLUVANNA/LOUISA HOUSING FOUNDATION

As part of the County's commitment to addressing housing needs, the Fluvanna/Louisa Housing Foundation, a non-profit organization, was established by Fluvanna County residents in 1990 to improve substandard housing countywide. Since its founding, the organization has installed plumbing in over 100 homes, assisted many first-time homebuyers, and performed hundreds of emergency repairs. The organization also manages the Housing Choice voucher program.

Fluvanna County contributes funds to the Fluvanna/Louisa Housing Foundation. It contributed \$16,000 to the Foundation in 2016.

Table 14: Fluvanna/Louisa Housing Foundation Expenditures on Major Activities (2016)

Type of Activity	Cost
Rental Homes: Construction	\$0
Replacement Homes	\$0
Rental Homes: Deposits	\$0
Emergency Repairs	\$29,950
Heat Pumps Installed	\$0
Assistance to First-Time Homebuyers	\$0
Material Funding for volunteer projects	\$5,500
TOTAL	\$35,450

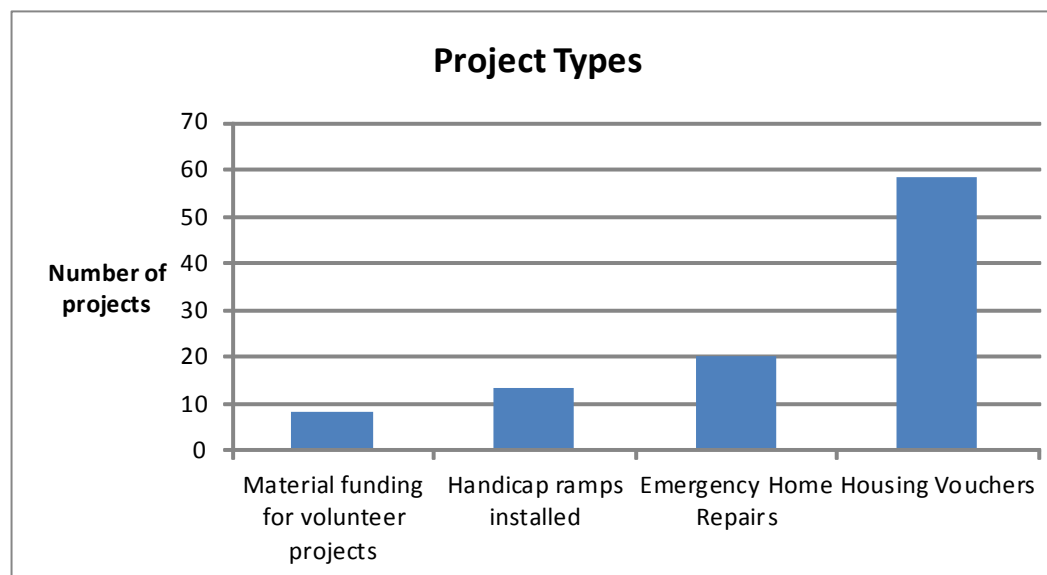
Source: Fluvanna/Louisa Housing Foundation

RESIDENTIAL ACTIVITY: FLUVANNA/LOUISA HOUSING FOUNDATION

Table 15: Number of Projects Completed by the Fluvanna/Louisa Housing Foundation (2016)

Project	Number
Rental Homes: Construction	0
Rental Homes: Deposits	0
Emergency Repairs	20
Heat Pumps Installed	0
Assistance to First-Time Homebuyers	0
Handicapped Ramps	13
Housing Vouchers	58
Material funding for volunteer projects	8
TOTAL	99

Source: Fluvanna/Louisa Housing Foundation



Source: Fluvanna/Louisa Housing Foundation

DEVELOPMENT ACTIVITY: SITE DEVELOPMENT PLANS

Per Fluvanna County's zoning ordinance (Chapter 22), site development plans must be submitted whenever there is construction that causes a visible change; "visible change" includes grading, clearing for development, mining, or building improvements that change the traffic circulation on the site. Agricultural and forestry activities, as well as the construction of single-family homes on individual lots, are exempt from site plan requirements. Most site plans are reviewed administratively; sketch plans that preclude major site plans must be reviewed by the Planning Commission.



Image 8: Emergency Communications Radio Tower at the Sheriffs Office (SDP 16:04)

DEVELOPMENT ACTIVITY: SITE DEVELOPMENT PLANS

Table 16: Site Development Plans within Community Planning Areas (2016)

Use	Description	Applicant Name	Planning Area	Zoning	Election District	Site Plan Type	Status
Industrial	Industrial Expansion	Northland Forest Products	Columbia CPA	I-1	Columbia	Amendment	Approved
Institutional	Infrastructure Improvements	Fork Union Military Academy	Fork Union CPA	A-1	Fork Union	Major Site Plan	Approved
Institutional	New Museum Building	Jukua Skare, P.E	Palmyra CPA	A-1	Fork Union	Major Site Plan	PC Approved/Waiting on New Plats
Commercial	Self storage center	Fluvanna Self Storage	Rivanna CPA	B1	Palmyra	Sketch Plan	Withdrawn
Institutional	Fire & Rescue Station	Lake Monticello Fire/Rescue	Rivanna CPA	R-4	Cunningham	Sketch Plan	Approved
Institutional	Fire & Rescue Station	Lake Monticello Vol. Fire Dept. & Rescue Squad	Rivanna CPA	R-4	Cunningham	Major Site Plan	38F ***VOID*** See 16:06
Commercial	Self storage center	Fluvanna Self Storage	Rivanna CPA	B-1	Rivanna	Sketch Plan	PC Approved/Waiting on New Plats
Commercial	Shopping Center	Peters,Steven L & Cody C	Rivanna CPA	B-1	Palmyra	Sketch Plan	PC Approved/Waiting on New Plats
Commercial	Dentist Office	Southern Development	Rivanna CPA	R-3	Cunningham	Major Site Plan	Preliminary Received/Need to Review
Commercial	Zion Station Business Park: Phase I, Phase II	Ja-Zan LLC	Zion Crossroads CPA	I1	Columbia	Major Site Plan	PC Approved/Waiting on New Plats

Source: Dept. of Planning & Community Development

DEVELOPMENT ACTIVITY: SITE DEVELOPMENT PLANS

Table 17: Site Development Plans outside Community Planning Areas (2016)

Rural Residential							
Use	Description	Applicant Name	Planning Area	Zoning	Election District	Site Plan Type	Status
Commercial	Office building	Central Virginia Electric Cooperative	Rural Residential	B-1	Columbia	Major Site Plan	Approved
Institutional	Property Adjacent to the F.C.S.O	Fluvanna County Sheriff's Office	Rural Residential	CP-Dis 4	Fork Union	Minor Site Plan	Approved
Institutional	Tower Mitigation	Dominion Power	Rural Residential	A1	Fork Union	Minor Site Plan	Approved
Institutional	Microwave Tower	Dominion VA Power	Rural Residential	I 1	Fork Union	Minor Site Plan	Approved
Institutional	Site Development Plan	VFW Post 8169	Rural Residential	A-1	Cunningham	Minor Site Plan	VOIDED Located in SDP 16:006
Commercial	Revised Site Plan	Virginia Electric and Power Company	Rural Residential	I-1/A-1	Fork Union	Sketch Plan	PC Approved/Waiting on New Plats

Source: Dept. of Planning & Community Development

Rural Preservation							
Use	Description	Applicant Name	Planning Area	Zoning	Election District	Site Plan Type	Status
Institutional	Cell tower	County of Fluvanna	Rural Preservation		Fork Union	Minor Site Plan	Approved
Institutional	Cell tower	Fluvanna County	Rural Preservation	A1	Fork Union	Minor Site Plan	Approved

Source: Dept. of Planning & Community Development

DEVELOPMENT ACTIVITY: SITE DEVELOPMENT PLANS

Table 18: Site Development Plans by Use (2016)

Use	Description	Applicant Name	Planning Area	Zoning	Election District	Site Plan Type	Status
Commercial	Self storage center	Fluvanna Self Storage	Rivanna CPA	B1	Palmyra	Sketch Plan	Withdrawn
Commercial	Self storage center	Fluvanna Self Storage	Rivanna CPA	B-1	Rivanna	Sketch Plan	PC Approved/Waiting on New Plats
Commercial	Shopping Center	Peters, Steven L & Cody C	Rivanna CPA	B-1	Palmyra	Sketch Plan	PC Approved/Waiting on New Plats
Commercial	Dentist Office	Southern Development	Rivanna CPA	R-3	Cunningham	Major Site Plan	Preliminary Received/Need to Re-view
Commercial	Zion Station Business Park: Phase I, Phase II	Ja-Zan LLC	Zion Crossroads CPA	I1	Columbia	Major Site Plan	PC Approved/Waiting on New Plats
Commercial	Office building	Central Virginia Electric Cooperative	Rural Residential	B-1	Columbia	Major Site Plan	Approved
Commercial	Revised Site Plan	Virginia Electric and Power Company	Rural Residential	I-1/A-1	Fork Union	Sketch Plan	PC Approved/Waiting on New Plats

Source: Dept. of Planning & Community Development

DEVELOPMENT ACTIVITY: SITE DEVELOPMENT PLANS

Table 19: Site Development Plans by Use (2016)

Use	Description	Applicant Name	Planning Area	Zoning	Election District	Site Plan Type	Status
Industrial	Industrial Expansion	Northland Forest Products	Columbia CPA	I-1	Columbia	Amendment	Approved

Source: Dept. of Planning & Community Development

Use	Description	Applicant Name	Planning Area	Zoning	Election District	Site Plan Type	Status
Institutional	Infrastructure Improvements	Fork Union Military Academy	Fork Union CPA	A-1	Fork Union	Major Site Plan	Approved
Institutional	New Museum Building	Jukua Skare, P.E	Palmyra CPA	A-1	Fork Union	Major Site Plan	PC Approved/ Waiting on New Plats
Institutional	Fire & Rescue Station	Lake Monticello Fire/Rescue	Rivanna CPA	R-4	Cunningham	Sketch Plan	Approved
Institutional	Fire & Rescue Station	Lake Monticello Vol. Fire Dept. & Rescue Squad	Rivanna CPA	R-4	Cunningham	Major Site Plan	38F ***VOID*** See 16:06
Institutional	Cell tower	County of Fluvanna	Rural Preserva- tion		Fork Union	Minor Site Plan	Approved
Institutional	Cell tower	Fluvanna County	Rural Preserva- tion	A1	Fork Union	Minor Site Plan	Approved
Institutional	Property Adjacent to the F.C.S.O	Fluvanna County Sheriff's Office	Rural Residen- tial	CP-Dis 4	Fork Union	Minor Site Plan	Approved
Institutional	Tower Mitigation	Dominion Power	Rural Residen- tial	A1	Fork Union	Minor Site Plan	Approved
Institutional	Microwave Tower	Dominion VA Power	Rural Residen- tial	I 1	Fork Union	Minor Site Plan	Approved
Institutional	Site Development Plan	VFW Post 8169	Rural Residen- tial	A-1	Cunningham	Minor Site Plan	VOIDED Located in SDP 16:006

Source: Dept. of Planning & Community Development

DEVELOPMENT ACTIVITY: SITE DEVELOPMENT PLANS

Table 20: Site Development Plans by Project Type (2001 - 2016)

Year	Commercial/Retail	Industrial	Public/Institutional	TOTAL
2001	5	0	4	9
2002	4	3	1	8
2003	6	2	2	10
2004	8	0	4	12
2005	4	3	0	7
2006	9	2	1	12
2007	9	5	6	20
2008	9	6	2	17
2009	5	3	2	10
2010	3	0	4	7
2011	9	5	2	16
2012	11	3	5	19
2013	4	4	5	13
2014	6	4	4	14
2015	7	3	5	18*
2016	7	1	10	18
TOTAL	106	44	57	207 PLANS FROM 2001-2016

*There were three agricultural SDPs in addition to the 18 listed here, for a total of 21 SDPs. Source: Dept. of Planning & Community Development

DEVELOPMENT ACTIVITY: SITE DEVELOPMENT PLANS

In 2016, site development plans were submitted for eighteen (18) new projects throughout the County. All but one site developments plans were approved; the one that was not approved was withdrawn from consideration. Ten (10) of these projects were located within one of the community planning areas.

Figure 13: Site Development Plans by Type (2001-2016)

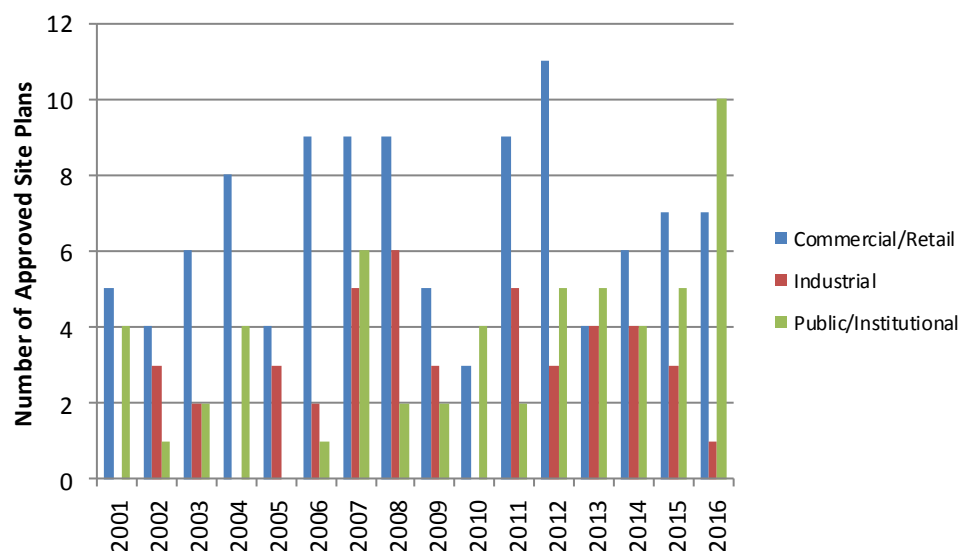
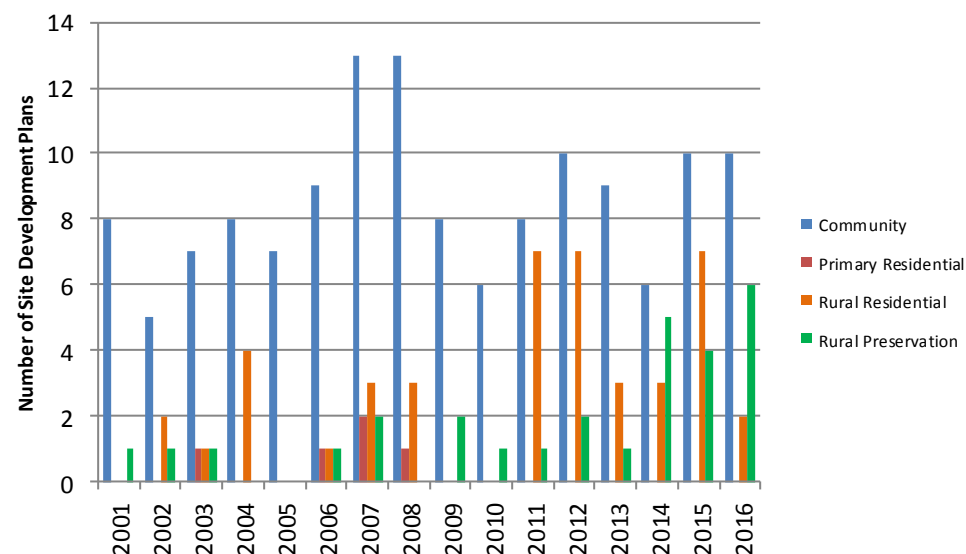


Figure 14: Site Development Plans by Planning Area (2001-2016)



ZONING ACTIVITY: ZONING TEXT AMENDMENTS

The zoning ordinance establishes regulations governing the use of land. Fluvanna County's zoning ordinance includes eleven (11) different districts and describes the allowable uses permitted in each district. It also establishes design standards for new development.

Fluvanna County's zoning ordinance was first adopted in January 1974. Since that time, its text has been amended to reflect the changing needs of the community. Many, but not all, of the zoning text amendments have been initiated by the Planning Commission or Board of Supervisors.

Two (2) text amendments were reviewed by the Planning Commission and Board of Supervisors in 2016. Both were approved.

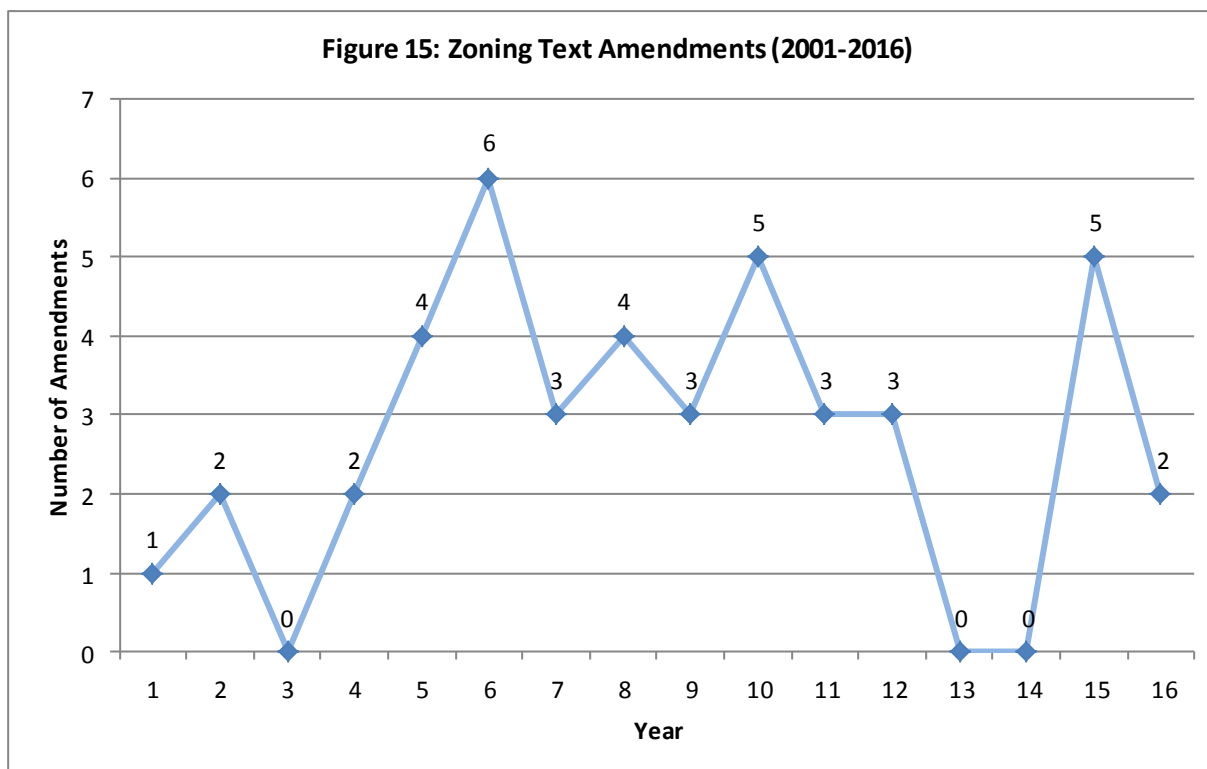
Note: For tracking purposes, amendments to the zoning and subdivision ordinances are both classified as zoning text amendments (ZTAs).

ZONING ACTIVITY: ZONING TEXT AMENDMENTS

Most zoning text amendments have been initiated by the Planning Commission or the Board of Supervisors. Many of these amendments were intended to address changing development patterns, as well as economic, environmental, and public safety concerns. Since the County's needs change regularly there is often at least one zoning text amendment annually, although 2013 and 2014 are exceptions to this tendency.

**Table 21: Zoning Text Amendments
(2001 - 2016)**

Year	Number
2001	1
2002	2
2003	0
2004	2
2005	4
2006	6
2007	3
2008	4
2009	3
2010	5
2011	3
2012	3
2013	0
2014	0
2015	5
2016	2
TOTAL	43



ZONING ACTIVITY: ZONING MAP AMENDMENTS

Zoning map amendments are requests to change the zoning of a particular property (a **rezoning**). Requested zoning map amendments must be reviewed by the Planning Commission and approved by the Board of Supervisors. While these requests generally involve changing the property's zoning classification from one district to another, they may also involve modifications to conditions imposed upon a property as part of a previous rezoning.

There are currently eleven different zoning districts: A-1 (Agricultural), R-1 (Residential, Limited), R-2 (Residential, General), R-3 (Residential, Planned Community), R-4 (Residential, Limited), B-1 (Business, General), B-C (Business, Convenience), I-1 (Industrial, Limited), I-2 (Industrial, General), Mobile Home Park (MHP), and Planned Unit Development (PUD).

Table 22: Zoning Map Amendment Applications by Election District (2016)

ID#	Description	Applicant Name	District	Land Use	Zoning	Requested Zoning	Status
ZMP 16-003	Columbia Floodplain Adoption	Fluvanna County	Columbia	Columbia CPA	NA	NA	Approved
ZMP 16-004	Propane tank	Foster Fuels	Columbia	Zion Crossroads CPA	I1	I2	Withdrawn
ZMP 16-007	Propane tank	Foster Fuels	Columbia	Zion Crossroads CPA	I1	I2	Approved
ZMP 16-001	Master Plan Amendment	NVA Properties	Cunningham	Rivanna CPA	R3	R3	Approved
ZMP 16-002	Residential Development	Bevely Butler	Palmyra	Rivanna CPA	A1	R3	Approved
ZMP 16-005	Self Storage facility	CPBurns Properties LLC	Palmyra	Rivanna CPA	A1	B1	Denied
ZMP 16-006	Concrete Factory	Wilson Ready-Mix	Palmyra	Zion Crossroads CPA	A1	I2	Approved

Source: Dept. of Planning & Community Development

ZONING ACTIVITY: ZONING MAP AMENDMENTS

There were seven (7) rezoning requests in 2016. Five (5) of those requests were approved, with one (1) withdrawn and one (1) denied. Two cases which were approved but not reflected in the table below are: Case ZMP 16:01 was a Master Plan Amendment, which, while classified as a rezoning, did not result in an actual change of the zoning category of the property (it was merely a change in the design of lots and housing type). Case ZMP 16:03 was the adoption of Columbia into the County Floodplain Ordinance, which is classified as a rezoning even though no zoning category in Columbia was changed. Therefore those two cases are not included in the figures below for 2016.

Table 23: Zoning Map Amendments Approved by Planning Area (2001—2016)

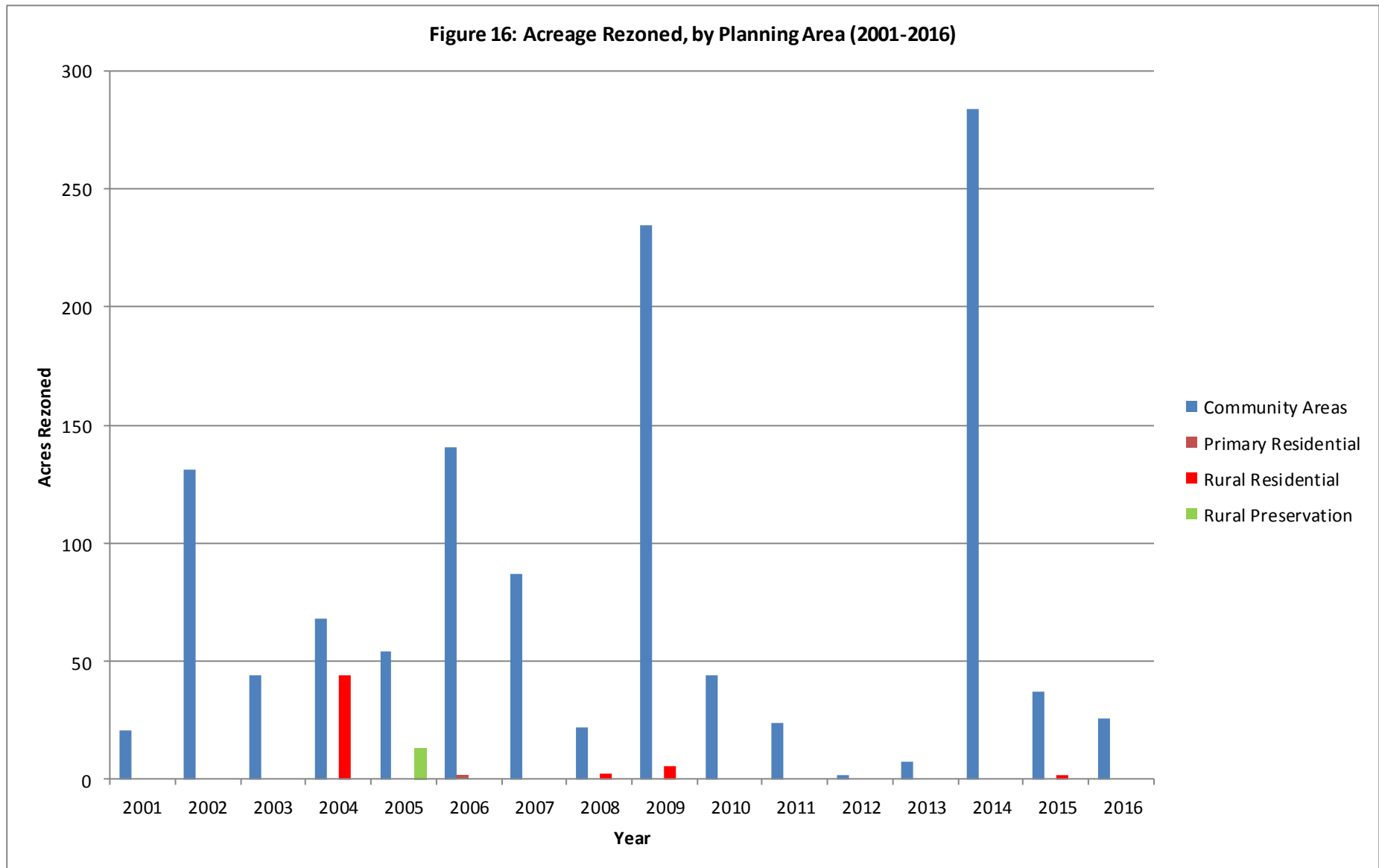
Planning Area	Acres Rezoned															
	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
Columbia	**	**	**	**	**	**	**	**	0	0	0	0	0	0	4.6	1.53
Fork Union	11	0	0	0	0.3	9.5	7.1	0	0	0	0	0	5	0	0	0
Palmyra	0	0	0	52.1	4.8	52.1	5	0	231.8	0	0	0	2.6	230.6	6.9	0
Rivanna	18.5	116	16.5	42.7	0	11.4	43.7	0	2.9	44.2	0	1.4	0	36.6	21.5	13.81
Scottsville	**	**	**	**	**	**	**	**	0	0	0	0	0	0	0	0
Zion Cross-roads	2	15.1	27.3	25.2	54.3	67.7	30.9	21.8	0	0	23.9	0	0	17.1	4.3	10.5
Community Subtotal	<u>20.5</u>	131.1	43.8	67.9	54.3	140.7	86.7	21.8	234.7	44.2	23.9	1.4	7.6	284.3	37.3	25.84
Primary Residential	<u>0</u>	0	0	0	0	1.5	0	0	*	*	*	*	*	*	*	*
Rural Residential	<u>0</u>	0	0	43.8	0	0	0	2	5.3	0	0	0	0	0	1.9	0
Rural Preservation	<u>0</u>	0	0	0	13	0	0	0	0	0	0	0	0	0	0	0
Total	31.5	131.1	43.8	163.9	72.4	142.1	86.7	23.8	240	44.2	23.9	1.4	7.6	284.3	39.2	25.84

* Primary Residential Planning Area was eliminated.

Source: Dept. of Planning & Community Development

** Columbia CPA and Scottsville CPA were adopted as part of the 2009 Comprehensive Plan.

ZONING ACTIVITY: ZONING MAP AMENDMENTS



ZONING ACTIVITY: SPECIAL USE PERMITS

Within the Fluvanna County Zoning Ordinance, certain uses may be permitted in select districts with a special use permit; that is, uses that require a special use permit may be appropriate in certain locations, but not throughout the entire zoning district. The Planning Commission and the Board of Supervisors review special use permit applications to ensure that the proposed use:

- Does not change the character and established pattern of development in the surrounding location
- Is compatible with the uses permitted by-right in the zoning district
- Does not adversely affect the use or value of neighboring property

The Board of Supervisors may require that the applicants adhere to certain conditions. If the conditions are not met, the special use permit may be revoked.



Image 9: Emergency Communications Radio Tower at a Veteran of Foreign Wars property (SUP 16:10)

ZONING ACTIVITY: SPECIAL USE PERMITS

Table 24: Special Use Permit (SUP) Applications by Land Use District (2016)

CPA							
Project Type	ID#	Description	Applicant Name	Zoning	District	Land Use	Status
Residential	SUP 16-007	Amendment of Condition	Sycamore Square	R-3	Palmyra	Rivanna CPA	Approved
Industrial	SUP 16-008	Install bulk propane	Spicer, Tim	I-1	Columbia	Zion Crossroads CPA	Withdrawn
Industrial	SUP 16-009	Major utility	Palmer Solar Center/ Coronal Development	A1/I1	Columbia	Zion Crossroads CPA	Approved
Industrial	SUP 16-012	Install bulk propane	Foster Fuels Inc	I-1	Columbia	Zion Crossroads CPA	Approved

Source: Dept. of Planning & Community Development

Rural Residential							
Project Type	ID#	Description	Applicant Name	Zoning	District	Land Use	Status
Industrial	SUP 16-003	Small Home Industry	Eric A. MacKinnon	R-1	Columbia	Rural Residential	Approved
Industrial	SUP 16-005	Relocate Microwave Tower	Dominion Virginia Power	I-1	Fork Union	Rural Residential	Approved
Industrial	SUP 16-010	Amends SUP 11-03	National Communication Towers	A1	Cunningham	Rural Residential	Approved
Commercial	SUP 16-011	Landscaping Business	Catherine Grey	A1	Columbia	Rural Residential	Approved

Source: Dept. of Planning & Community Development

Source: Dept. of Planning & Community Development

ZONING ACTIVITY: SPECIAL USE PERMITS

Table 25: Special Use Permit (SUP) Applications by Land Use District (2016)

Rural Preservation							
Project Type	ID#	Description	Applicant Name	Zoning	District	Land Use	Status
Industrial	SUP 16-004	Brewery-Small Home Industry	Raymond and Chrystan Bunch	A1	Cunningham	Rural Preservation	Approved
Commercial	SUP 16-006	Commercial Greenhouses	Murray Buckner	A-1	Fork Union	Rural Preservation	Approved

Source: Dept. of Planning & Community Development

ZONING ACTIVITY: SPECIAL USE PERMITS

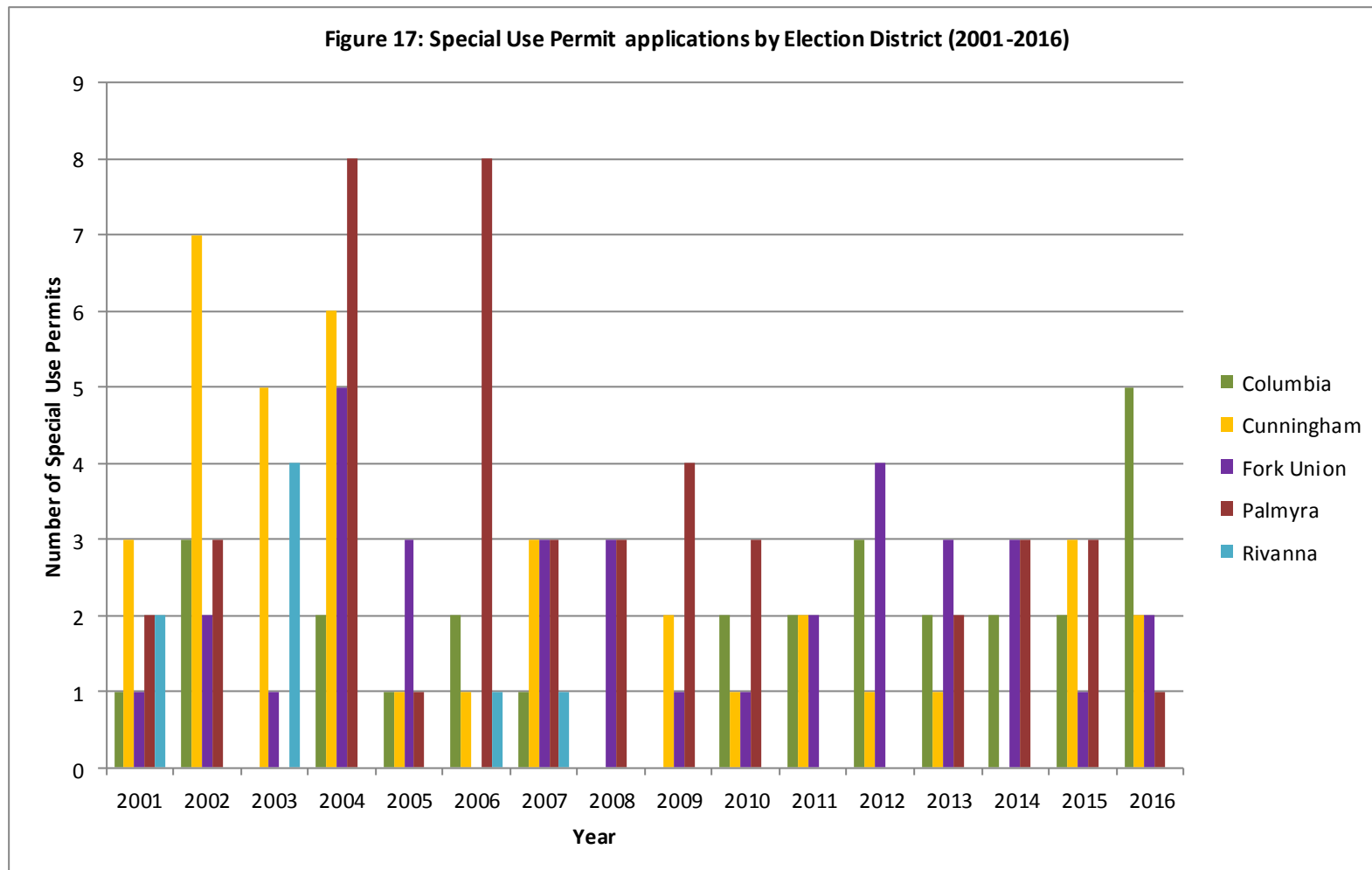
Table 26: Special Use Permit (SUP) Applications by Election District (2001 - 2016)

Year	Election District					
	Columbia	Cunningham	Fork Union	Palmyra	Rivanna	Total
2001	1	3	1	2	2	9
2002	3	7	2	3	0	15
2003	0	5	1	0	4	10
2004	2	6	5	8	0	21
2005	1	1	3	1	0	6
2006	2	1	0	8	1	12
2007	1	3	3	3	1	11
2008	0	0	3	3	0	6
2009	0	2	1	4	0	7
2010	2	1	1	3	0	7
2011	2	2	2	0	0	6
2012	3	1	4	0	0	8
2013	2	1	3	2	0	8
2014	2	0	3	3	0	8
2015	2	3	1	3	0	9
2016	5	2	2	1	0	10
Total	28	38	35	44	8	153

Source: Dept. of Planning & Community Development

ZONING ACTIVITY: SPECIAL USE PERMITS

Ten (10) applications for special use permits (SUPs) were submitted Countywide. One (1) was withdrawn, all others were approved. Four (4) applications were located within Community Planning Areas. Most of these applications were for commercial or industrial facilities.



ZONING ACTIVITY: CODE COMPLIANCE

The Fluvanna County Zoning Ordinance describes what uses are permitted in each of the zoning districts and how these uses may be conducted. These regulations help promote the health, safety, and general welfare of Fluvanna County residents by designating the types of buildings, businesses, and activities that are acceptable in specific zoning districts. The Code Compliance Officer ensures that the regulations set forth in the zoning ordinance are enforced consistently and equitably. A wide variety of code issues routinely come to the County including subdivision and zoning ordinance violations, inoperative vehicle and junkyard complaints, and other nuisance and miscellaneous complaints. All complaints are investigated quickly, fairly, and thoroughly. Complainant information is kept confidential, but all complaints that are received, anonymous or otherwise, are processed.

In addition to investigating citizen complaints, the Code Compliance Officer completed several other projects:

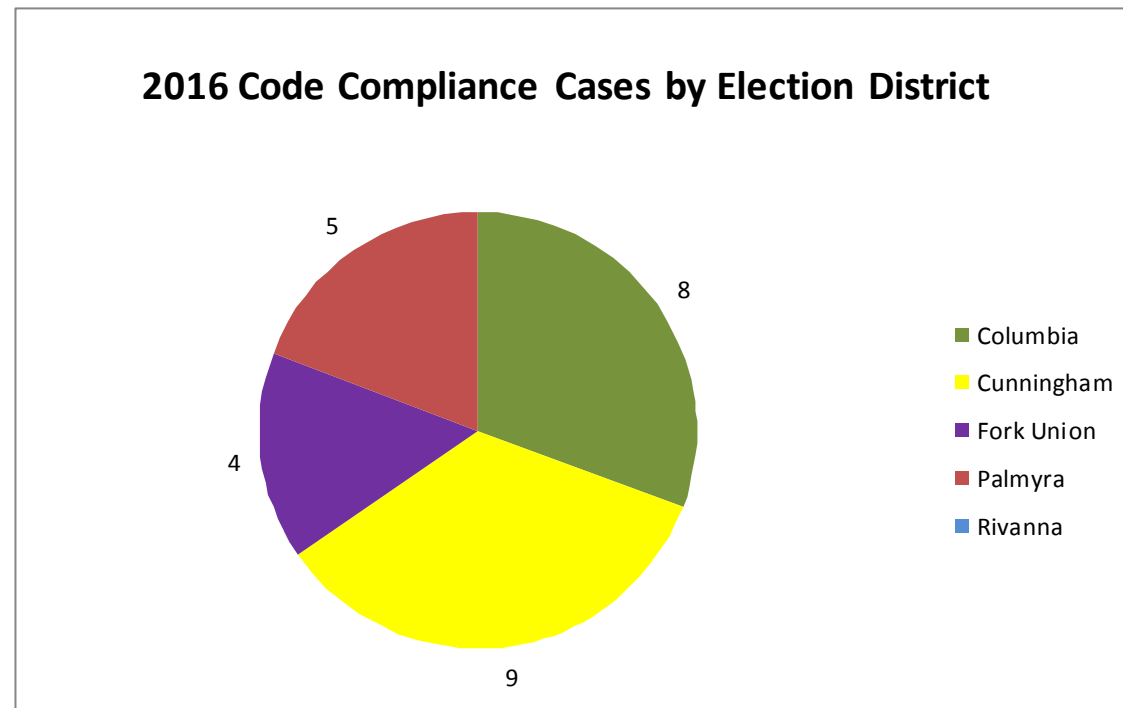
- Removed illegal signage within road right-of-way's throughout the County
- Monitored sound levels within industrial areas
- Inspected properties with existing Special Use Permits, Zoning Use Permits, and Site Development Plans
- Accompanied Health Department and Building Department officials on site inspections as requested
- Inspected and surveyed properties with problematic erosion and sediment control issues
- Completed photographic assessments of commercial, residential, and institutional properties
- Assisted Department of Building Inspections, Department of Public Works, and Planning Department with miscellaneous tasks
- Replaced damaged public hearing signs.

ZONING ACTIVITY: CODE COMPLIANCE

Table 27: Code Compliance Cases by Election District (2016)

Election District	Closed Cases	Pending Cases	Total	% of Total
Columbia	8	0	8	31%
Cunningham	9	0	9	35%
Fork Union	4	0	4	15%
Palmyra	4	1	5	19%
Rivanna	0	0	0	0%
Total	25	1	26	100%

Source: Dept. of Planning & Community Development



ZONING ACTIVITY: CODE COMPLIANCE

Table 28: Code Compliance Cases by Planning Area (2016)

Planning Area	Case Status		
Community	Closed	Pending	Total
Columbia CPA	0	0	0
Fork Union CPA	1	0	1
Palmyra CPA	1	0	1
Rivanna CPA	0	0	0
Scottsville CPA	0	0	0
Zion Crossroads CPA	3	0	3
Community Planning Area	5	0	5
Rural Residential	15	1	16
Rural Preservation	5	0	5
TOTAL	25	1	26

Source: Dept. of Planning & Community Development

ZONING ACTIVITY: BOARD OF ZONING APPEALS

The Board of Zoning Appeals (BZA) is responsible for hearing appeals from orders, requirements, decisions, or determinations made by the zoning administrator or other local government staff. The BZA is also responsible for granting variances from zoning regulations. Virginia law requires that every locality with a zoning ordinance have a BZA.

There are currently five (5) members appointed to the BZA. The board is scheduled to meet monthly, but only convenes when an item is requested for their consideration.

In 2016, the BZA heard three (3) cases. Two (2) were approved, and one (1) was denied.

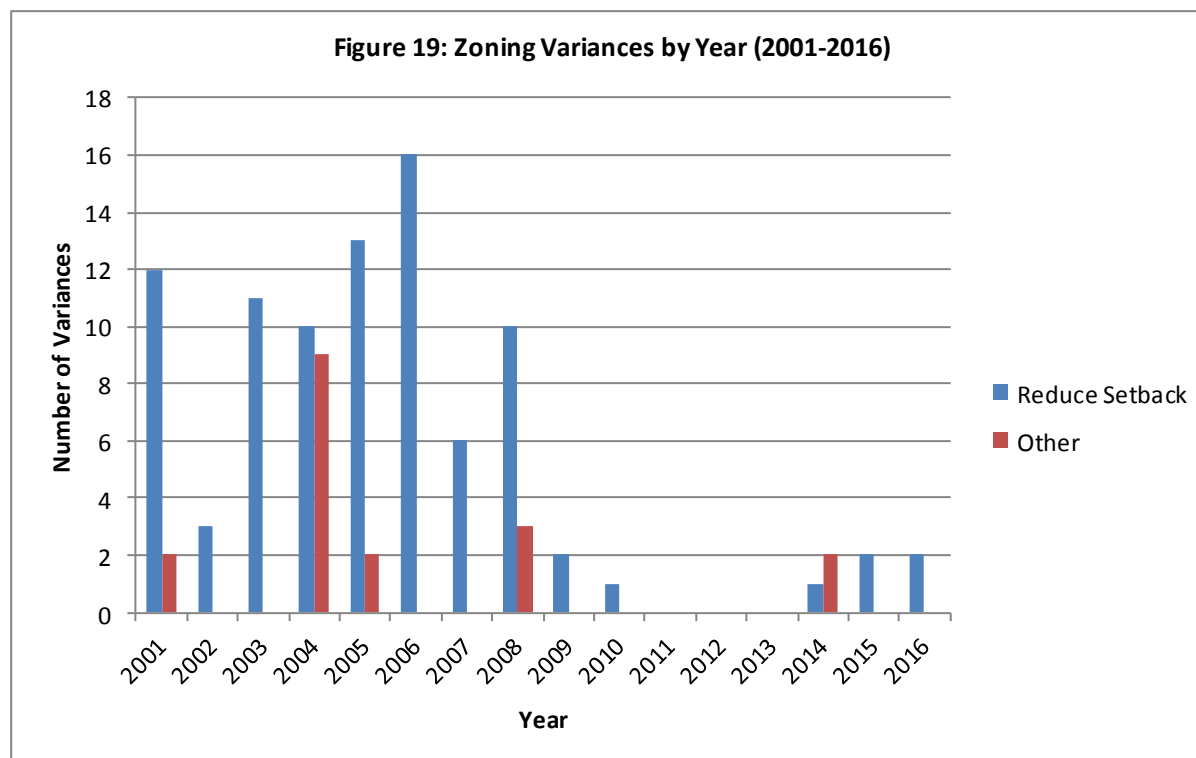


Table 29: Zoning Variances by Year (2001 - 2016)

Type of Variance	Year																Total
	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	
Reduce Setback	12	3	11	10	13	16	6	10	2	1	0	0	0	1	2	2	89
Other	2	0	0	9	2	0	0	3	0	0	0	0	0	2	0	0	18
TOTAL	14	3	11	19	15	16	6	13	2	1	0	0	0	3	2	2	107

Source: Dept. of Planning & Community Development

ZONING ACTIVITY: BOARD OF ZONING APPEALS

Table 30: Zoning Variances by Election District (2016)

Election District	Type of Variance				
	Reduce Setback	Reduce Parking Required	Reduce Public Road Frontage	Other	TOTAL
Columbia	1	0	0	0	1
Cunningham	1	0	0	0	1
Fork Union	0	0	0	0	0
Palmyra	0	0	0	0	0
Rivanna	0	0	0	0	0
TOTAL	2	0	0	0	2

Source: Dept. of Planning & Community Development

PRESERVATION PROGRAMS: OVERVIEW

Despite experiencing rapid population growth over the past decade, Fluvanna County retains its rural character. To promote the preservation of its rural lands, Fluvanna County has adopted several conservation initiatives.

The Agricultural and Forestal District (AFD) program provides an economic incentive for landowners to retain their property as open space. Landowners who use their property for farming or forestry are eligible, with approval from the Board of Supervisors. Properties enrolled in the program qualify for an agricultural or forestal use-value assessment. While a property is enrolled in the AFD program, it may not be developed to a more intensive use. The program also provides protection from some state actions.

The Land Use Valuation Program allows for the reduction of real estate taxes on parcels used for qualified agricultural, horticultural, forestry, and open space uses. Interested landowners must apply to the Commissioner of the Revenue to enroll in the program.

Several agencies and organizations hold conservation easements throughout the County. In 2006, the Board of Supervisors adopted its own Conservation Easements Program; the first two conservation easements to be held by Fluvanna County were approved in 2007. As of December 2016, 14,770 acres were under conservation easements held by public and private entities. The County itself currently holds four (4) conservation easements totaling approximately 916 acres.



Image 10: View of the Rivanna River from the Barber property, which Fluvanna County holds a conservation easement upon.

PRESERVATION PROGRAMS: AGRICULTURAL & FORESTAL DISTRICTS

Table 31: Agricultural & Forestal Districts (2016)

AFD NAME	DISTRICT(S)	ORIGINAL AP- PROVAL DATE	DATE RE- NEWED	REVIEW PE- RIOD	NEXT REVIEW DATE	ACREAGE
Adams Creek	Cunningham	16 May 2001	4 Apr 2011	10 years	16 May 2021	557.64
Bourne Tract	Cunningham	4 Aug 2007	2 Sept 2015	8 years	2 Sept 2023	282.06
Bowlesville	Columbia	1 Aug 1999	1 Apr 2015	8 years	1 Apr 2023	934.86
Bremo Recess	Fork Union	17 Jan 2001	1 Dec 2010	10 years	17 Jan 2021	496.29
Byrd Creek	Columbia	21 Jul 1999	3 Jun 2009	10 years	21 Jul 2019	905.54
Carysbrook	Fork Union	21 Jul 1999	1 Jul 2009	10 years	21 Jul 2019	1847.1
Cunningham Acres	Palmyra/Rivanna/Cunningham	17 Nov 1999	7 Oct 2009	10 years	17 Nov 2019	473.74
Dobby Creek	Cunningham	17 Jan 2001	1 Dec 2010	10 years	17 Jan 2021	371.16
Glenarvon Farm	Fork Union	17 Nov 1999	7 Oct 2009	10 years	17 Nov 2019	3102.35
Granite Hills	Columbia	4 Aug 1999	1 Jul 2009	10 years	4 Aug 2019	771.97
Kidds Store	Cunningham	15 Dec 1999	7 Oct 2009	10 years	15 Dec 2019	1669.52
Lower Bremo	Fork Union	17 Jan 2001	1 Dec 2010	10 years	17 Jan 2021	1493.76
North 640	Palmyra/Columbia	6 Oct 2004	7 Oct 2009	10 years	17 Nov 2019	2303.69
Poorhouse	Palmyra/Columbia	19 Jan 2000	2 Dec 2009	10 years	19 Jan 2020	494.28
Shepherds	Columbia	15 Nov 2000	6 Oct 2010	10 years	15 Nov 2020	706.49
Shores-Hardware	Fork Union/Cunningham	17 Jan 2001	1 Dec 2010	10 years	17 Jan 2021	1238.56
Stage Junction	Columbia	7 Jun 2000	19 May 2010	10 years	7 Jun 2020	770.66
Union Mills	Palmyra	15 May 2002	2 May 2012	10 years	15 May 2022	324.72
Upper Bremo	Fork Union	20 Sep 2000	4 Aug 2010	10 years	20 Sep 2020	1798.41
Total acreage of Districts						20,542.8
% of Total County Acreage in Ag/For Districts*						10.65%
*Total Acreage of Fluvanna County is approx. 192,830 acres.						

Source: Dept. of Planning & Community Development

PRESERVATION PROGRAMS: AGRICULTURAL & FORESTAL DISTRICTS

Table 32: Acreage Enrolled in Agricultural & Forestal Districts (2001 - 2016)

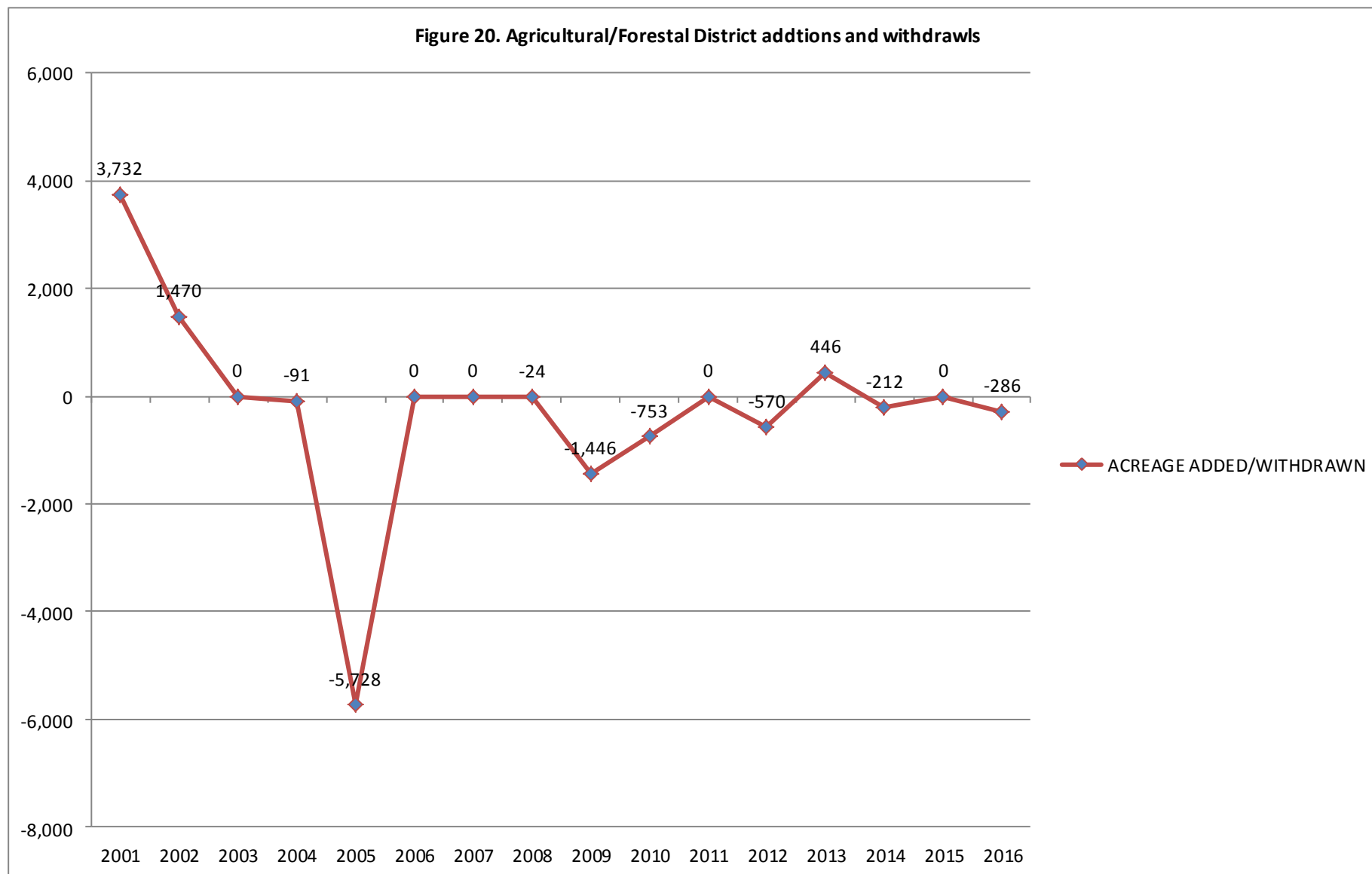
YEAR	DISTRICTS APPROVED/ NULLIFIED	ACREAGE ADDED/ WITHDRAWN
2001	6	3,732
2002	2	1,470
2003	0	0
2004	0	-91
2005	-3	-5,728
2006	0	0
2007	0	0
2008	0	-24
2009	0	-1,446
2010	0	-753
2011	0	0
2012	-1	-570
2013	0	446
2014	0	-212
2015	0	0
2016	0	-286

Agricultural & Forestal Districts (2016)

Total Number of Districts:	19
Total Acreage within Districts:	18,299.3
Total Number of Parcels:	344

Note: In 2016 there were no applications for additions or withdrawals from this program. However, the total number of acres in this program is different between 2015 to 2016 because of methodology used

PRESERVATION PROGRAMS: AGRICULTURAL & FORESTAL DISTRICTS



PRESERVATION PROGRAMS: LAND USE TAXATION

Table 33: Acreage Under Land Use Taxation (2001 - 2016)

Year	Land Use Type			Total	Percentage of Total County Acreage
	Agriculture	Forestry	Open Space		
2001	32,187	95,282	763	128,232	70%
2002	31,827	98,604	531	130,962	71%
2003	32,283	98,342	577	131,202	71%
2004	31,945	96,608	599	129,152	70%
2005	30,463	92,520	555	123,538	67%
2006	29,846	89,978	482	120,306	65%
2007	31,095	90,098	173	121,366	66%
2008	31,378	90,739	141	122,258	67%
2009	28,380	82,620	89	111,089	60%
2010	28,176	85,134	309	113,619	62%
2011	27,335	83,981	86	111,402	61%
2012	27,186	83,868	86	111,140	60%
2013	27,205	84,904	153	112,262	61%
2014	26,974	84,311	304.38	111,642	61%
2015*	26,593*	83,434	568	110,623	61%
2016**	26,440**	83,035	977	110,156	57%
*In 2015, 26 acres were in Horticultural uses				Total Acreage in County	183,808
** In 2016, 33 acres were in Horticultural uses					

PRESERVATION PROGRAMS: LAND USE TAXATION

From its highpoint in 2003, the amount of acreage enrolled in the Land Use Valuation Program has generally decreased. In 2003, approximately 71% of the County (131,202 acres) was enrolled in the program; by 2013, only 60.4% of the County (111,642 acres) was enrolled.

The total acreage enrolled in the program in 2016 was 110,156, a slight decline from the total 110,623 acres enrolled in 2015.

Fig. 21 Acreage under Land Use Taxation (2001-2016)

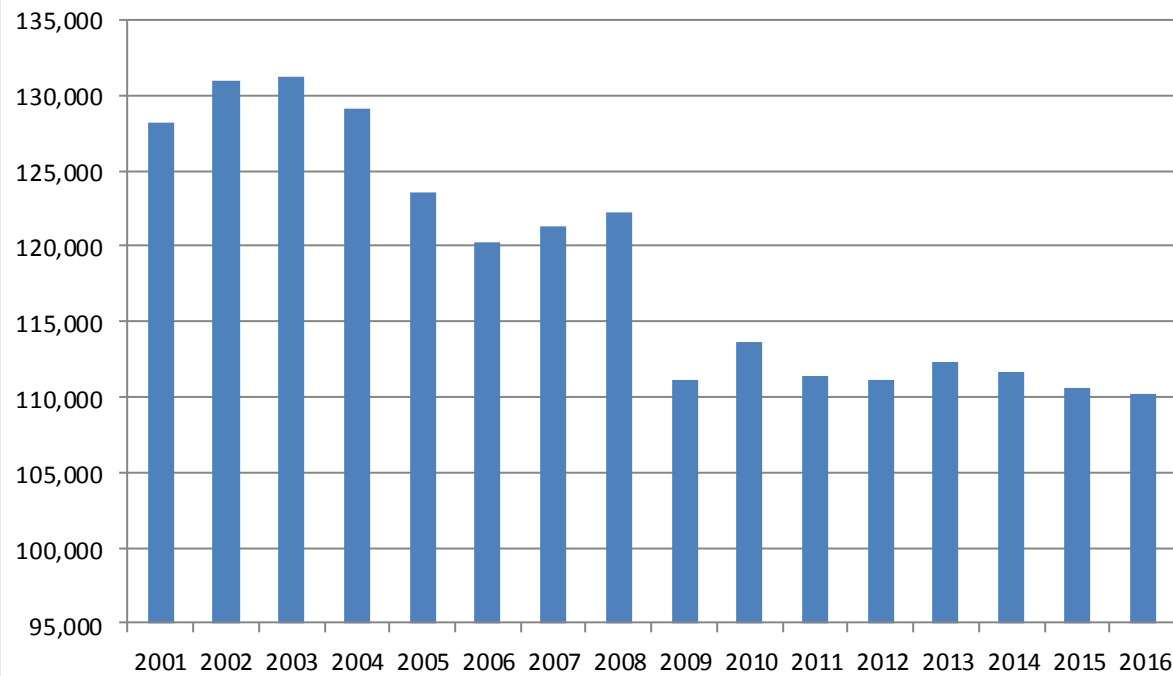


Image 11: View of a vineyard in Fluvanna County

PRESERVATION PROGRAMS: CONSERVATION & HISTORIC EASEMENTS

As of January 1, 2016, there are unique 39 conservation and historic easements holding entities in Fluvanna County. These easements protect **14,770 acres**, or **approximately 8% of the County**. The Virginia Department of Forestry (VDOT), Virginia Department of Historic Resources, Virginia Outdoors Foundation, and Fluvanna County itself hold easements county-wide. The County itself currently holds four (4) conservation easements totaling approximately 917 acres. Most of the land protected by conservation and historic easements is located in the eastern portions of the County, along or near the Rivanna and James Rivers (see Appendix B).

Table 34: Conservation Easements Approved (not yet recorded) in Fluvanna County in 2016

Property Name	Easement Holder	Year Placed	Planning Area	Acreage
N/A	N/A	N/A	N/A	N/A

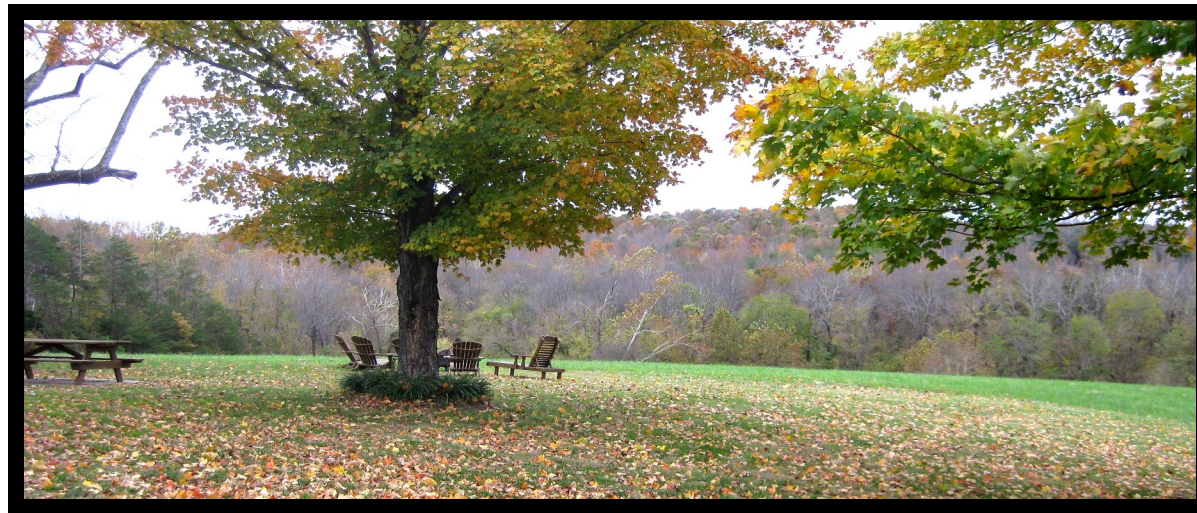
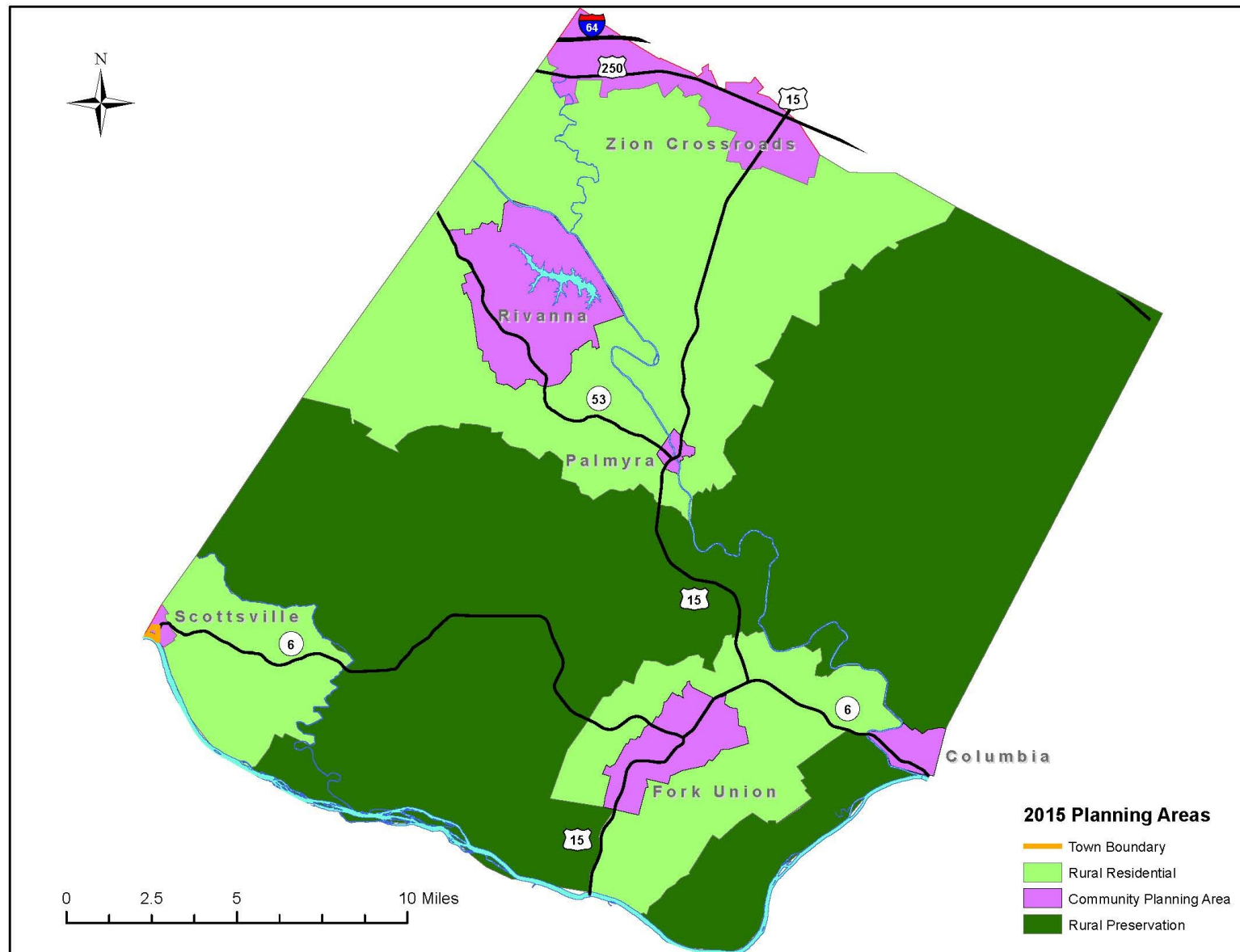


Image 12: View of the Barber Property, one of the first conservation easements accepted by Fluvanna County.

APPENDIX A: 2016 COMPREHENSIVE PLAN FUTURE LAND USE MAP

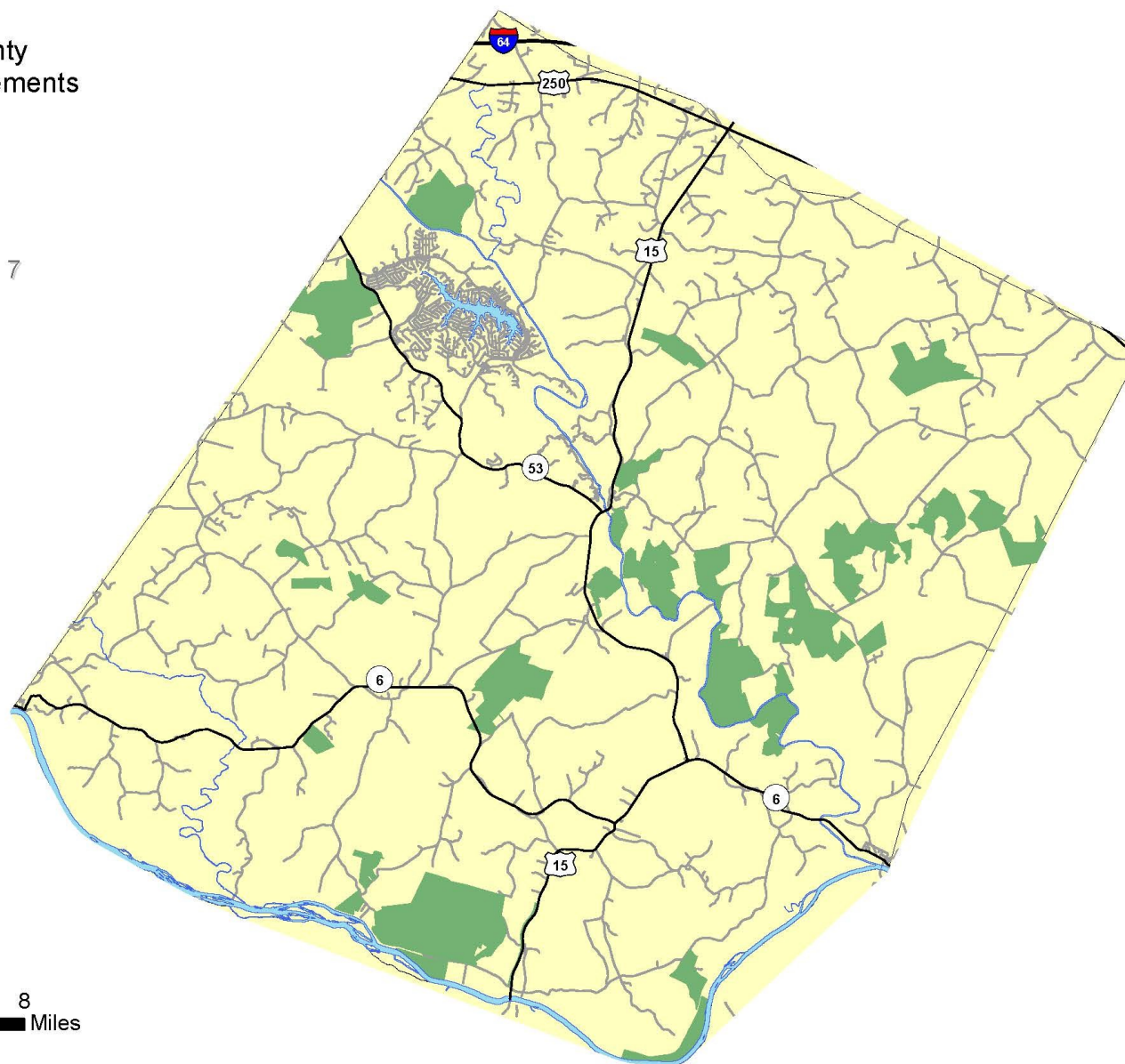


APPENDIX B: MAP OF CONSERVATION EASEMENTS

Fluvanna County Conservation Easements



January 2017



Legend

- Major Roads
- Major bodies of water
- Conservation Easements
- Roads

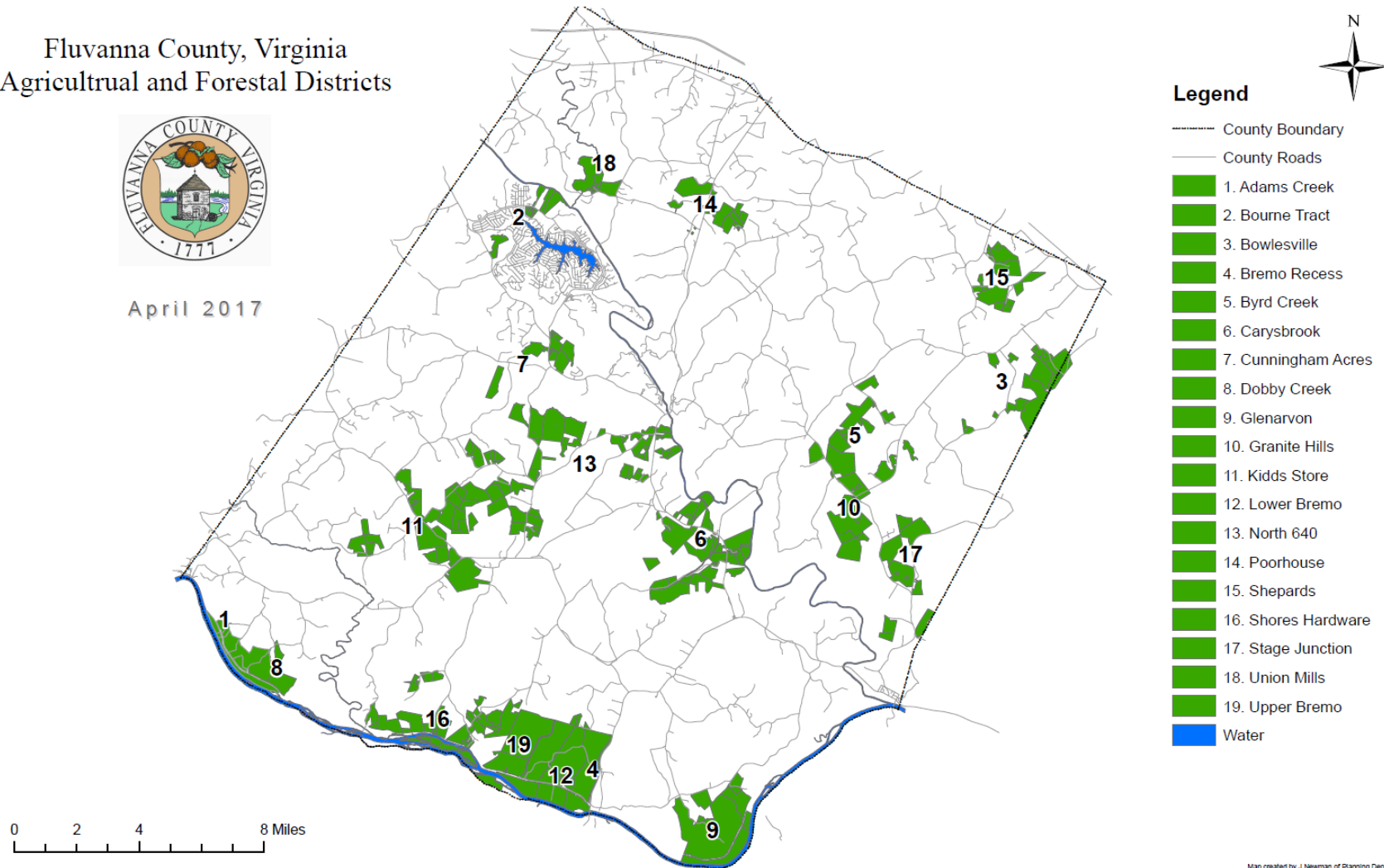
0 1 2 4 6 8 Miles

APPENDIX C: MAP OF AGRICULTURAL & FORESTAL DISTRICTS

Fluvanna County, Virginia Agricultural and Forestal Districts



April 2017



FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB Q

MEETING DATE:	May 17, 2017				
AGENDA TITLE:	Adoption of the Fluvanna County Board of Supervisors Regular Meeting Minutes.				
MOTION(s):	I move the meeting minutes of the Fluvanna County Board of Supervisors for Wednesday, May 3, 2017 Regular Meeting, be adopted.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				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 May 3, 2017				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

FLUVANNA COUNTY BOARD OF SUPERVISORS
REGULAR MEETING MINUTES
May 3, 2017
Regular Meeting 4:00 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

ABSENT: None.

ALSO PRESENT: Steven M. Nichols, County Administrator
Fred Payne, County Attorney
Kelly Belanger Harris, Clerk to the Board of Supervisors

CALL TO ORDER WORK SESSION
At 4:06pm, Chair Sheridan called the Regular Session of May 3, 2017 to order.
After the recitation of the Pledge of Allegiance, a moment of silence was observed.

ADOPTION OF AGENDA
Mr. Nichols indicated that Tab X - FCPS Computer Instructional Technology & Infrastructure Replacement CIP, was pulled from the Agenda after the Packet was printed. Mr. Nichols noted that the item will be addressed during the next Budget cycle.

MOTION
Mr. Weaver moved to accept the Agenda, as amended. Mrs. Booker seconded and the Agenda was adopted by a vote of 4-0. AYES: Sheridan, Booker, Eager, O'Brien, & Weaver. NAYS: None. ABSENT: None.

COUNTY ADMINISTRATOR’S REPORT

- Mr. Nichols reported on the following topics:
- Ø Jonathan Pace, Parks & Recreation Programs Specialist - Now a Certified Playground Safety Inspector (support for all County/School facilities)
 - Ø Spotlight on Business - Troy Market Deli Bakery & Penne Lane Caterers
 - Ø Earth Day at Pleasant Grove Park
 - o 1st and 2nd Grades from Central Elementary (Apr 21) - There were around 500 children learning about nature from 3 separate stations. Stations included soil education, tree planting, and a nature hike. Special thanks to the 20+ volunteers!!
 - o Tire Drop-off and Girl Scout Tree Planting (Apr 22) - Filled 4 trailers full of tires. Special thanks to the Public Works guys that helped load the trailers! Fluvanna American Heritage Girls Troop, VA2816, planted Overcup Oak tree seedlings (provided by the VA Department of Forestry) behind the baseball/ softball fields to provide shade in the future. Troop Coordinator Karen Miller noted “the girls are learning about plant and tree identification and are very excited to plant these trees as one of their service projects.”
 - Ø Announcements and Updates:
 - o Planned Crosswalk at Route 600, South Boston, and Slice Road; LMVFRS Board has approved granting of easement access on their property, if necessary
 - o May 10th, 2017 - 5th Annual Employee Wellness Fair
 - o Speed Study has been requested for the Route 250 corridor from Hwy 15 west to Route 631, Troy Road; BOS has discussed this area many times, and we have had multiple requests from businesses and residents over the past several years. With the likelihood of increasing development along the corridor, it seems appropriate to review the current conditions.
 - o Planned bridge repairs necessitate closing Perkins Rd (Route 623) later this year. Traffic will detour around the project via Routes 601 and 653 during construction (3 months +/-). VDOT will notify area schools and EMS. Due to the rural nature of Perkins Rd, no special bicycle/pedestrian accommodations are proposed for this structure.
 - Ø Funding Sources for Commercial Kitchen reviewed.
 - Ø Next Meetings

Day	Date	Time	Purpose	Location
Wed	May 17	4:00 PM 7:00 PM	Projects Work Session Regular Meeting	Morris Room Courtroom
Wed	Jun 7	4:00 PM	Regular Meeting	Courtroom
Wed	Jun 21	7:00 PM	Regular Meeting	Courtroom
Wed	Jul 5	4:00 PM 7:00 PM	Regular Meeting Regular Meeting – Public Hearings	Courtroom

PUBLIC COMMENTS #1

At 4:15pm Chair Sheridan opened the first round of Public Comments.

- Ms. Betty McGehee, Courthouse Rd, spoke against the proposal to place hand-railings on the front steps of the Historic Courthouse. Ms. McGehee read a letter to the Board, sent by Mrs. Minnie Lee McGehee.
- Judith Mickelson, Village of Palmyra, spoke against the proposal to place hand-railings on the front steps of the Historic Courthouse.

With no one else wishing to speak, Chair Sheridan closed the first round of Public Comments at 4:22pm.

PUBLIC HEARINGS

None.

ACTION MATTERS

Proposed BOS Member Salary Increase – Steve Nichols, County Administrator, presented a proposal to increase Board of Supervisors pay. Following the conclusion of the presentation, Mrs. Eager spoke against the proposal. Mr. Weaver and Mr. O'Brien agreed. Mrs. Booker spoke in favor of the proposal.

MOTION

Mrs. Eager moved to keep the Board of Supervisors compensation as-is. Mr. Weaver seconded and the motion passed 4-1. AYE: Sheridan, Eager, O'Brien, and Weaver. NAY: Booker. ABSENT: None.

Consulting Forestry Services Contract – Cyndi Toler, Purchasing Officer, presented a contract for Consulting Forestry Services. Mrs. Toler reported that in December 2016, a solicitation was issued and two responses were received. The Committee chose to move forward with Dowdy's Forest & Land Management, LLC. Any Timber sales that Dowdy's facilitates will earn them 8% commission. Individual Task order agreements will be brought to the board at a later date. Individual Task order agreements will be brought to the board at a later date and will include actual Cost and/or Revenue projections.

Mrs. Eager reported that after speaking with Chuck Wright, Area Forester, and noted his willingness to help the County navigate the timbering process. Mrs. Toler noted that Ed Zimmer, Planning Commissioner for Columbia District, and Chief of Operations, Virginia Department of Forestry, was involved in the creation of the Request for Proposals, as was Mr. Wright, and noted that any assistance that Mr. Wright may be able to provide was factored into the proposal.

MOTION

Mrs. Booker moved the Board of Supervisors approve a term agreement between the County of Fluvanna, Virginia, and Dowdy's Forest & Land Management, LLC., for Consulting Forestry Services and further authorize the County Administrator to execute the agreement subject to approval as to form by the County Attorney. Mr. Weaver seconded and the motion passed 4-1. AYE: Sheridan, Booker, Eager, O'Brien, and Weaver. NAY: None. ABSENT: None.

Finance Position Description Reclassification – Gail Parris, Human Resources Manager, and Eric Dahl, DCA/Finance Director, requested a position description revision and pay grade change to the Financial Services Technician, Pay Band 11, to Financial Services Specialist, Pay Band 13. Ms. Dahl reported that the position will soon be vacant, as the current employee is leaving to take employment in a neighboring county; as is customary with a vacancy, the position was reviewed and a proposal for bringing the position up to a pay band consistent with the duties and requirements was created. Mr. Dahl noted the increased responsibilities that the position has assumed since first created, compensation was moved to Pay Band 13, from the current Pay Band 11.

Following general discussion,

MOTION

Mrs. Booker moved to approve the following position description revision and grade change:

- FROM: Financial Services Technician, Pay Band 11, \$32,240
- TO: Financial Services Specialist, Pay Band 13, \$37,440

With the funding increase to come from the FY17 Personnel Contingency. Mr. O'Brien offered second and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, and Weaver. NAY: None. ABSENT: None.

Raymond James Contract Addendum for Bidding Agent Services—Eric Dahl, DCA/Finance Director, returned to the Board with a request to approve a contract addendum between Fluvanna County and Raymond James Public Finance Investment Strategies Group. Following a recap of the background and process the Board chose to defer the item, and to set-up a conference call with VPSA, Raymond James, Mrs. Eager, Mr. O'Brien, and staff to review the options.

Advertisement of the Proposed Fluvanna County Code Amendment Concerning Prohibition on Possession of Open or Opened Container(s) of Alcoholic Beverages in Designated Public Areas and on County Property, Subject to Exceptions—Fred Payne, County Attorney, brought forward a request to amend the County Code with regard to open containers of alcohol. Enabling legislation allows localities to prohibit the possession of open or opened containers of alcoholic beverages in designated public areas, including public parks, playgrounds, public streets, and on sidewalks adjoining public streets. The County also has the authority to prohibit the possession of open or opened containers of alcoholic beverages on County-owned property. This is subject to exceptions, including any time the Virginia Alcoholic Beverage Control Board has granted a license for the service and/or consumption of alcohol or where the County has granted permission for the service and/or consumption of alcohol on County-owned property, as is permitted in Section 14-4 of the Fluvanna County Code. This ordinance is intended as a supplement to the provisions of Section 14-4 of the Fluvanna County Code.

MOTION

Mr. O'Brien moved the Board of Supervisors authorize staff to advertise a Public Hearing on June 21, 2017, entitled, "AN ORDINANCE TO AMEND THE FLUVANNA COUNTY CODE BY THE ADDITION IN CHAPTER 14 OF A SECTION 6, CONCERNING PROHIBITION OF OPEN OR OPENED CONTAINER(S) OF ALCOHOLIC BEVERAGES IN

DESIGNATED PUBLIC AREAS AND ON COUNTY PROPERTY; EXCEPTIONS.” Mrs. Booker seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, Sheridan, and Weaver. NAY: None. ABSENT: None.

Advertisement of the Proposed Fluvanna County Code Amendment Concerning Designation of the Sheriff as a Person Lawfully in Charge of the Property for Purposes of Trespass—Fred Payne, County Attorney , Enabling legislation allows localities to pass an ordinance such as this to provide additional protection to property owners. This ordinance allows property owners to specifically grant local law enforcement the authority to act as their agent to enforce trespassing laws without the property owner being present. This provision is commonly used in counties and cities in the Commonwealth. This provision is particularly helpful in the context of rental properties, commercial areas, or other property with absentee property owners. It can also help to protect owners of land who have frequent problems with trespassing and illegal dumping.

MOTION

Mrs. Eager moved the Board of Supervisors authorize staff to advertise a Public Hearing on June 21, 2017, entitled, “AN ORDINANCE TO AMEND THE FLUVANNA COUNTY CODE BY THE ADDITION IN CHAPTER 14 OF A SECTION 5, CONCERNING DESIGNATION OF THE SHERIFF AS A ‘PERSON LAWFULLY IN CHARGE OF THE PROPERTY’ FOR THE PURPOSE OF FORBIDDING ANOTHER TO GO OR REMAIN UPON THE LANDS, BUILDINGS OR PREMISES OF THE OWNER.” Mrs. Booker seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O’Brien, and Weaver. NAY: None. ABSENT: None

PRESENTATIONS

JABA - Memory Clinic and Dementia Care Coordinator Program—George Worthington, JABA Supervisor for ADRC Development, came before the Board to present two different programs of JABA responding to the needs of patients recently diagnosed with cognitive deficits or dementia. Mr. Worthington provided a brief overview of these pilot programs, hosted by the University of Virginia Aging and Memory Care Clinic.

TJPDC Local and Regional Projects Briefing – Chip Boyles, TJPDC Executive Director, presented an overview of the Local and Regional Projects being undertaken by TJPDC. TJPDC is in the process of developing its Annual Work Program for FY 2018, hoping to encourage input and participation from its member governments in the process. This year, in addition to regional efforts, TJPDC has developed a process that identifies an amount of time staff may spend directly on local projects for each of our member localities and, with participation from local officials and staff in identifying priority activities for your local government, TJPDC will be better able to assist the locality. Each member government would decide how best to identify local needs and to suggest regional topics for inclusion in the annual work program. During this process, TJPDC would also be available to discuss any individual local needs. Chair Sheridan asked about a planned Rivanna River Basin Commission kayak trip; Mr. Boyles indicated that the event is being rescheduled.

FLDP Presentation: Civil War Park Improvements—Burt Marks, 2017 FLDP Class Member, presented recommendations and suggestions for improvements to Civil War Park and the areas near and around the Historic Courthouse. These recommendations and suggestions were the result of a class project for the 2017 Fluvanna Leadership Development Program. Mr. Marks, on behalf of his class group, highlighted current characteristics of the park and near--surrounding areas that will prohibit the park from being compliant with ADA laws and requirements, as well as the inclusion of a monument to honor the Emancipation Proclamation.

Among the recommendations and suggestions:

Improving access into and around the park;

Improving lighting around the park and downtown Palmyra;

Placement of a monument in the park commemorating the Emancipation Proclamation.

In addition, Mr. Marks petitioned the Board for \$1000; these funds would be used as seed money for fundraising the funds needed to upgrade park access;

At the completion of the presentation, Mr. Marks thanked the Board for their consideration.

FY17 3rd Quarter Budget Report—Martin Brookhart, Management Analyst, presented a brief summary of the FY17 Third Quarter Budget. There was minimal discussion following the report.

Following the FY17 3rd Quarter Budget Report, Mrs. Booker petitioned the Board to revisit the FLDP presentations, and thanked the class members for their work and suggestions. Mr. Nichols commented that this year’s projects were exceptional and provided achievable results.

CONSENT AGENDA

The following item was discussed before approval:

Minutes of the April 19, 2017 Board of Supervisors Meeting—Kelly Belanger Harris, Clerk to the Board

The following items were approved under the Consent Agenda for May 3, 2017:

Minutes of the April 5, 2017 Board of Supervisors Meeting—Kelly Belanger Harris, Clerk to the Board

Minutes of the April 12, 2017 Board of Supervisors Meeting—Kelly Belanger Harris, Clerk to the Board

Minutes of the April 19, 2017 Board of Supervisors Meeting—Kelly Belanger Harris, Clerk to the Board

FY17 E-911 PSAP Grant Supplemental Appropriation—Martin Brookhart, Management Analyst

FY17 FCPS Small School Division Enrollment Loss Fund Supplemental Appropriation—Martin Brookhart, Management Analyst

MOTION

Mrs. Booker moved to approve the items on the Consent Agenda, with changes to the Minutes of April 19, 2017, for May 3, 2017. Mrs. Eager seconded and the motion passed 4-0. AYE: Sheridan, Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: None.

UNFINISHED BUSINESS

Historic Courthouse Safety Issues – Wayne Stephens, Public Works Director/County Engineer, provided an overview of safety concerns at the Historic Courthouse. These issues primarily concern the front steps of the courthouse and the sides of the front porch. The original stone steps leading the front doors of the Courthouse have no railings; likewise, the neither end of the front porch has a barrier to prohibit anyone from falling from the porch, a drop of approximately three feet. Mr. Stephens recommended placing period-appropriate wooden benches at either end. With regards to the steps, Mr. Stephens did not recommend placing a railing, rather, signage indicating and directing visitors to the handicapped accessible entrance on the side of the Courthouse. Following the presentation, the Board directed staff to work closely with the Fluvanna Historical Society to implement safety measures at the Historic Courthouse, including placement of signage and potential side benches for the front porch.

Emancipation Proclamation Monument Placement. Mrs. Booker reported on communications that she has initiated to request an opinion from the Virginia Attorney General regarding the placement of a monument to the Emancipation Proclamation in Civil War Park, Palmyra. Mrs. Booker indicated that she contacted Delegate Lee Ware regarding this issue. Delegate Ware contacted the Attorney General and indicated that he believed the request was not coming from the Board; however, upon further contact, Delegate Ware recommended that the County Administrator, on behalf of the Board, draft a letter of request, to Delegate Ware, who will then submit the request to the Attorney General.

NEW BUSINESS

None.

PUBLIC COMMENTS #2

At 7:04pm, Chair Sheridan opened the second round of Public Comments.
With no one wishing to speak, Chair Sheridan closed the second round of Public Comments at 7:04pm.

CLOSED MEETING

MOTION TO ENTER INTO A CLOSED MEETING

At 7:04pm, 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.3, A.6, & A.7, A.8. of the Code of Virginia, 1950, as amended, for the purpose of discussing Personnel, Real Estate, Investment of Funds, Litigation, and Legal Matters. Mrs. Booker seconded. The motion carried, with a vote of 4-0. AYE: Sheridan, Booker, Eager, O'Brien, and Weaver. NAY: None. ABSENT: None.

MOTION TO EXIT A CLOSED MEETING & RECONVENE IN OPEN SESSION

At 9:08pm, 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." Mr. Weaver seconded. The motion carried, with a roll call vote, of 5-0. AYES: Sheridan, Eager, O'Brien, and Weaver. NAYS: None. ABSENT: Booker.

MOTION TO EXTEND:

Mr. O'Brien moved to extend the meeting until 9:15pm. With a second from Mr. Weaver, the motion was unanimously passed. AYE: Sheridan, Booker, Eager, O'Brien, and Weaver. NAY: None. ABSENT: None.

ADJOURN

MOTION:

At 9:09pm Mr. O'Brien moved to adjourn the Regular Meeting and Budget Work Session of Wednesday, April 5, 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 R

MEETING DATE:	May 17 th , 2017				
AGENDA TITLE:	FY17 DHCD Planning Grant Supplemental Appropriation				
MOTION(s):	I move the Board of Supervisors approve a supplemental appropriation of \$30,000 to the DHCD Planning Grant in regards to the Senior Affordable Housing Project.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Jason Smith, Director of Community and Economic Development				
PRESENTER(S):	Marty Brookhart, Management Analyst				
RECOMMENDATION:	I recommend approval of the motion as stated above.				
TIMING:	Effective March 15, 2017				
DISCUSSION:	<p>On March 15, 2017, the Board of Supervisors approved and ratified the DHCD Planning Grant Application with respect to the Senior Affordable Housing Project.</p> <p>This supplemental appropriation is necessary for finance to accurately record expenses and request reimbursement of funds in accordance with the grant contract.</p> <p>There is no local match required for this grant.</p>				
FISCAL IMPACT:	Approval of the motion as stated above will allow Finance staff to increase Federal Grant revenues and expenditures by \$30,000.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	The DHCD Planning Grant was approved and ratified by the Board of Supervisors on March 15, 2017.				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB S

MEETING DATE:	May 17, 2017				
AGENDA TITLE:	FY17 FCPS Carl D. Perkins Career and Technical Education Act Supplemental Appropriation				
MOTION(s):	I move the Board of Supervisors approve a supplemental appropriation of \$1,321.65 to the Fluvanna County Public Schools FY17 budget for funds received from the Federal Government's Carl D. Perkins Career and Technical Education Act.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Marty Brookhart, Management Analyst				
PRESENTER(S):	Ed Breslauer, FCPS Director of Finance				
RECOMMENDATION:	I recommend approval of the motion as stated above.				
TIMING:	Routine				
DISCUSSION:	<p>Fluvanna County Public Schools has received \$1,321.65 in new FY17 funding from the Federal Government for the Carl D. Perkins Career and Technical Education Act. These funds will be used for industry credential and licensure examinations, occupational competency assessment, and other similarly authorized expenditures.</p> <p>FCPS FY17 Federal Revenue will increase from \$1,273,358.14 to \$1,274,679.79.</p> <p>FCPS FY17 budget will increase from \$38,994,103.47 to \$38,995,425.12.</p>				
FISCAL IMPACT:	<p>Approval of this supplemental appropriation will authorize staff to increase Federal Revenue and Operational Expenses by \$1,321.65</p> <p>There is no local match required for these funds.</p>				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB T

MEETING DATE:	May 17, 2017																
AGENDA TITLE:	FY17 FCPS Increased Average Daily Membership Supplemental Appropriation																
MOTION(s):	I move the Board of Supervisors approve a supplemental appropriation of \$278,061 to the Fluvanna County Public Schools FY17 budget for funds received from the Commonwealth for increased Average Daily Membership.																
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):														
		X															
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other												
				X													
STAFF CONTACT(S):	Marty Brookhart, Management Analyst																
PRESENTER(S):	Ed Breslauer, FCPS Director of Finance																
RECOMMENDATION:	I recommend approval of the motion as stated above.																
TIMING:	Routine																
DISCUSSION:	<p>Fluvanna County Public Schools will receive \$278,061 in new FY17 funding from the Commonwealth for an increase of 82.51 in Average Daily Membership (ADM). The Schools are requesting that the appropriation be allocated as follows:</p> <table style="margin-left: auto; margin-right: auto;"> <tr><td style="text-align: right;">Instruction:</td><td style="text-align: right;">\$118,010</td></tr> <tr><td style="text-align: right;">Administration:</td><td style="text-align: right;">\$7,045</td></tr> <tr><td style="text-align: right;">Technology:</td><td style="text-align: right;">\$92,097</td></tr> <tr><td style="text-align: right;">Operations:</td><td style="text-align: right;">\$16,630</td></tr> <tr><td style="text-align: right;">Transportation:</td><td style="text-align: right;"><u>\$44,279</u></td></tr> <tr><td style="text-align: right;">TOTAL:</td><td style="text-align: right;">\$278,061</td></tr> </table> <p>FCPS FY17 State Revenue will increase from \$19,963,941.68 to \$20,242,002.68.</p> <p>FCPS FY17 budget will increase from \$38,995,425.12 to \$39,273,486.12.</p>					Instruction:	\$118,010	Administration:	\$7,045	Technology:	\$92,097	Operations:	\$16,630	Transportation:	<u>\$44,279</u>	TOTAL:	\$278,061
Instruction:	\$118,010																
Administration:	\$7,045																
Technology:	\$92,097																
Operations:	\$16,630																
Transportation:	<u>\$44,279</u>																
TOTAL:	\$278,061																
FISCAL IMPACT:	<p>Approval of this supplemental appropriation will authorize staff to increase State Revenue and Operational Expenses by \$278,061.</p> <p>There is no local match required for these funds.</p>																
POLICY IMPACT:	N/A																
LEGISLATIVE HISTORY:	N/A																
ENCLOSURES:	None																
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other												
		X															



Capital Reserve Maintenance Fund Request

TAB U

MOTION: I move that the Board of Supervisors approve a Capital Reserve Maintenance Fund Request to:

Provide \$12,000.00 from the Capital Reserve Maintenance Fund to pay the costs of:

Repairing the foundation of the small brick building on the east side of the Historic Courthouse (51 Court Square).


Section 1 - REQUEST

Requesting Dept. / Agency: Public Works PW17-004		Dept / Agency Contact: Wayne Stephens	Date of Request: May 17, 2017
Phone: (434) 591-1925	Fax: (434) 591-1924	email: wstephens@fluvannacounty.org	Fiscal Year: FY17
Reserve Fund Purpose Category: Unexpected facility repairs or replacements			
Description of Project/Repair	Qty	Unit Price	Total Price
Install 5 Helical Piers to stabilize the foundation of the building	1	\$10,000.00	\$10,000.00
Related clean-up, repainting and refinishing	1	\$2,000.00	\$2,000.00
Total Request:			\$12,000.00

Description and Justification for Proposed Use

The foundation of the small brick building immediately east of the Historic Courthouse has been experiencing differential settling resulting in significant cracking of the foundation and the rear wall of the structure. The building is located on a moderately steep slope, and the rear portion of the foundation is settling "down hill". The recommended method for stabilizing the foundation is installation of helical piers along the rear of the building. Helical piers are devices that are threaded several feet down in to the soil immediately adjacent to the foundation of a building. A bracket is then attached to the helical pier and to the foundation to provide structural support (see attached figures).

Calculations by a structural engineer indicate that 5 helical piers will provide sufficient support to stabilize the building. This cost estimate is based on the engineer's recommendation.

Department / Agency Head Name: Wayne Stephens, Director of Public Works	Signature  Digitally signed by Wayne Stephens DN: cn=Wayne Stephens, o=Microsoft Date: 2017.05.09 16:46:06 -04'00'	Date 05/09/2017
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Section 2 - REVIEW

Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Finance Director  Digitally signed by Eric Dahl Date: 2017.05.10 15:53:12 -04'00'	Date 05/10/2017
Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Administrator  Steven M. Nichols 2017.05.10 15:47:10 -04'00'	Date 05/10/2017

Section 3 - BOARD OF SUPERVISORS

Approved? <input type="checkbox"/> Yes <input type="checkbox"/> No	Decision Date:	Comments:
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FLUVANNA COUNTY BOARD OF SUPERVISORS
MEETING PACKAGE ATTACHMENTS
May 17, 2017

No.	Item
1	FY17 Capital Reserve Memo 2017-05-17
2	FY17 Contingency Balance 2017-05-17
3	Building Report – April 2017
4	
5	
6	
7	
8	
9	
10	

COUNTY OF FLUVANNA

"Responsive & Responsible Government"

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

MEMORANDUM

Date: May 17, 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
Less: Administration Building Bathroom Renovations – 04.05.17	-\$35,000
Less: Historic Courthouse Roof Repairs – 04.12.17	-\$20,000
Available:	\$146,975

COUNTY OF FLUVANNA

“Responsive & Responsible Government”

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

COUNTY OF FLUVANNA

"Responsive & Responsible Government"

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MEMORANDUM

Date: May 17, 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 1 st 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

BUILDING INSPECTIONS MONTHLY REPORT

County of Fluvanna

Building Official:	Period:
Kevin Zoll	Apr-2017

Category	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
BUILDING PERMITS ISSUED														
NEW - Single Family Detached	2015	4	5	10	9	12	12	14	13	2	4	7	3	95
	2016	11	11	8	15	9	18	6	5	9	2	6	8	108
	2017	3	2	16	6									27
NEW - Single Family Attached	2015	2	0	0	0	0	0	0	2	0	0	0	0	4
	2016	0	0	0	0	0	0	0	0	0	0	2	0	2
	2017	0	0	0	0									0
NEW - Mobil Homes	2015	0	0	0	0	1	1	0	2	0	0	0	0	4
	2016	0	1	0	0	0	0	0	1	0	0	0	0	2
	2017	0	0	0	0									0
Additions and Alterations	2015	21	30	38	28	21	30	22	25	23	27	35	18	318
	2016	13	10	31	27	29	29	15	32	31	28	27	27	299
	2017	29	20	29	43									121
Accessory Buildings	2015	4	4	3	4	1	0	0	2	6	0	0	3	27
	2016	3	4	4	6	2	2	1	2	1	3	3	6	37
	2017	0	4	2	3									9
Swimming Pools	2015	0	0	0	0	0	0	0	1	1	0	0	0	2
	2016	0	0	0	0	0	1	1	0	0	1	1	0	4
	2017	0	1	1	0								0	2
Commercial/Industrial Build/Cell Towers	2015	1	0	0	0	0	0	2	0	0	1	1	1	6
	2016	0	0	2	2	0	0	1	0	1	1	1	1	9
	2017	1	2	0	0									3
Land Disturbing Permits	2015	6	5	9	10	10	12	15	16	3	5	10	5	106
	2016	12	11	8	14	10	17	7	6	11	3	9	9	117
	2017	3	2	17	7									29
TOTAL PERMITS	2015	38	39	51	41	35	43	38	45	32	32	43	25	456
	2016	27	26	45	50	40	50	24	40	42	35	40	42	461
	2017	33	29	48	52	0	0	0	0	0	0	0	0	162
BUILDING VALUES FOR PERMITS ISSUED														
TOTAL BUILDING VALUES	2015	1,384,631	1,560,716	2,916,520	3,567,237	2,999,918	4,280,357	5,272,378	3,107,731	2,625,563	2,203,913	1,931,893	6,252,403	\$ 38,103,260
	2016	1,817,981	2,555,455	5,552,458	3,711,821	2,447,891	5,181,921	3,611,179	1,817,783	3,089,971	1,889,279	2,028,590	2,937,783	\$ 36,642,112
	2017	857,767	827,724	4,859,777	2,066,132									
INSPECTIONS COMPLETED														
TOTAL INSPECTIONS	2015	105	137	146	214	113	232	193	181	208	206	149	149	2033
	2016	116	91	153	157	155	214	249	230	197	181	184	172	2099
	2017	159	144	171	141									
FEES COLLECTED														
Building Permits	2015	\$6,731	\$8,351	\$13,711	\$16,037	\$13,508	\$16,628	\$14,931	\$18,895	\$10,411	\$8,558	\$10,381	\$9,575	\$ 147,717
	2016	\$11,850	\$11,954	\$11,576	\$14,889	\$8,447	\$18,588	\$12,947	\$7,537	\$11,285	\$12,548	\$8,361	\$11,213	\$ 141,193
	2017	\$3,710	\$3,463	\$19,849	\$8,618									
Land Disturbing Permits	2015	\$1,775	\$875	\$1,425	\$3,425	\$1,750	\$1,850	\$2,325	\$3,338	\$1,085	\$2,819	\$10,450	\$2,298	\$ 33,414
	2016	\$3,200	\$2,575	\$1,700	\$1,950	\$2,250	\$2,200	\$4,020	\$875	\$28,074	\$2,000	\$1,450	\$1,200	\$ 51,494
	2017	\$475	\$800	\$7,000	\$1,523	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Zoning Permits/ Proffers	2015	\$1,200	\$1,000	\$1,650	\$2,600	\$1,500	\$1,850	\$1,850	\$2,400	\$1,650	\$1,050	\$950	\$1,700	\$ 18,500
	2016	\$1,150	\$1,250	\$1,800	\$2,450	\$1,650	\$2,700	\$1,150	\$1,150	\$1,900	\$1,050	\$900	\$850	\$ 18,950
	2017	\$400	\$1,000	\$2,400	\$950	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL FEES	2015	\$ 9,706	\$ 10,226	\$ 16,786	\$ 22,062	\$ 16,758	\$ 20,328	\$ 19,106	\$ 24,632	\$ 13,146	\$ 12,427	\$ 21,731	\$ 12,722	\$ 199,631
	2016	\$ 16,200	\$ 15,779	\$ 15,076	\$ 19,289	\$ 12,347	\$ 23,488	\$ 18,117	\$ 9,562	\$ 41,259	\$ 15,348	\$ 11,411	\$ 13,763	\$ 211,637
	2017	\$ 4,585	\$ 5,263	\$ 29,249	\$ 11,091	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -