



Augusta County Board of Supervisors
Regular Meeting
Wednesday, April 12, 2023 – 7:00 PM
Government Center Main Board Room

CALENDAR

[Updated calendar](#)
[Calendar.pdf](#)

PLEDGE OF ALLEGIANCE

INVOCATION - Public participation is optional; those who wish to join the Board of Supervisors in prayer are asked to remain standing after the Pledge.

**** NATIONAL LIBRARY WEEK PROCLAMATION ****

[Consider proclamation.](#)
[National Library Week.pdf](#)

PUBLIC HEARINGS:

1. **REVISED BUDGET FOR 2022-2023**
 - a. [Receive public input on the revised budget for 2022-2023.](#)

2. **PROPOSED TAX RATES FOR 2023**
 - a. [Receive public input on the real and personal property tax rates for 2023.](#)

Real Estate:	Current: \$0.63 Proposed: \$.064
Personal Property -auto,motorcycle,campers, boats,boat trailers,horse trailers, airplanes,trailers:	Current: \$2.60 Proposed: \$2.60
Personal Property -business,large trucks and trailers, machinery and tools	Current: \$2.00 Proposed: \$ 2.00

3. **PROPOSED BUDGET FOR 2023-2024**
 - a. [Receive public input on the proposed budget for 2023-2024.](#)
[Budget_Hearing_Handout_FY24.pdf](#)

**** (END OF PUBLIC HEARINGS) ****

4. **PROJECT CONSTRUCTION MANAGEMENT SERVICES-NEW AUGUSTA COUNTY COURTHOUSE**
 - a. [Consider construction management services with Skanksa for the new Augusta County Courthouse in the amount of \\$1,497,234. Services include value engineering and constructability review as well as commissioning design and construction management.](#)

Funding Source: 4-70-80000-8148 \$1,497,234.00

5. **VERONA COMMUNITY FOOD PANTRY**

- a. Consider appropriating fund from infrastructure accounts to pay for a portion of the cost of the HVAC unit replacement.
- b. Consider revision of the current lease to commit to a 5-Year lease with the option to renew an additional 5-Years, versus a year-to-year lease.
Verona Food Pantry.pdf

6. **RESOLUTION TO INCLUDE AUXILIARY SHERIFF DEPUTIES AS EMPLOYEES FOR PURPOSES OF WORKERS' COMPENSATION**

- a. Consider resolution.
Auxiliary Sheriff Workers' Comp.pdf

7. **CONSENT AGENDA**

a. **MINUTES:**

Consider minutes from the following meetings:

- Regular Meeting, Wednesday, February 8, 2023
- Staff Briefing, Tuesday, February 21, 2023
- Regular Meeting, Wednesday, February 22, 2023
- Regular Meeting, Wednesday, March 8, 2023
- Joint School Board and Board of Supervisors, Thursday, March 16, 2023
- Staff Briefing, Monday, March 20, 2023

MINUTES 2-8-2023.pdf

MINUTES 2-21-2023.pdf

MINUTES 2-22-2023.pdf

MINUTES 3-8-2023.pdf

MINUTES 3-16-2023.pdf

MINUTES 3-20-2023.pdf

b. **CLAIMS:**

Consider claims paid since March 1, 2023

Claims Paid March 2023.pdf

**** (END OF CONSENT AGENDA) ****

8. **MATTERS TO BE PRESENTED BY THE PUBLIC**

9. **MATTERS TO BE PRESENTED BY THE BOARD**

10. **MATTERS TO BE PRESENTED BY STAFF**

11. **CLOSED SESSION**

- a. Closed Session
Closed Session.pdf

12. **ADJOURNMENT**



**COUNTY OF AUGUSTA
STAFF REPORT**

AGENDA SECTION: CALENDAR

DEPARTMENT:

STAFF MEMBER:

DATE OF REQUEST:

REQUESTED ACTION FOR THE BOARD OF SUPERVISORS:

Accept as information.

EXECUTIVE SUMMARY:

ATTACHMENTS:

[Calendar.pdf](#)

NOTICE OF PUBLIC MEETINGS

DATE	TIME	EVENT/PLACE **	
APR 6	9:30 A.M. 1:30 P.M.	BOARD OF ZONING APPEALS STAFF BRIEFING BOARD OF ZONING APPEALS	
APR 11	9:00 A.M. 1:30 P.M. 7:00 P.M.	VALLEY ASAP GREATER AUGUSTA REGIONAL TOURISM PLANNING COMMISSION	
APR 12	4:00 P.M. 7:00 P.M.	AUDIT COMMITTEE BOARD OF SUPERVISORS MEETING/BUDGET PUBLIC HEARING	SHULL & SLAVEN ALL MEMBERS
APR 18	10:00 A.M. 10:00 A.M. 5:30 P.M.	HEADWATERS SOIL & WATER CONSERVATION DIST. VALLEY PROGRAM FOR AGING SERVICES COMMUNITY ACTION PROGRAM- STAUNTON-AUGUSTA-WAYNESBORO	
APR 19	4:00 P.M. 7:00 P.M.	BOARD OF SUPERVISORS-SOUTH RIVER DISTRICT INTERVIEWS PARKS & RECREATION COMMISSION	ALL MEMBERS
APR 20	11:00 A.M. 1:30 P.M.	ECONOMIC DEVELOPMENT AUTHORITY AUGUSTA COUNTY SERVICE AUTHORITY (AUGUSTA WATER)	
APR 22-29		SPRING CLEAN-UP	
APR 24	1:30 P.M.	BOARD OF SUPERVISORS STAFF BRIEFING	ALL MEMBERS
APR 25	2:00 P.M. 7:00 P.M.	SHENANDOAH VALLEY ANIMAL SERVICES CENTER OWNERS' MEETING AUG. COUNTY EMERGENCY SERVICES OFFICERS ASSOCIATION	
APR 26	7:00 P.M.	BOARD OF SUPERVISORS MEETING	ALL MEMBERS
APR 27	7:00 P.M.	BROADBAND COMMITTEE	
MAY 1	1:30 P.M.	COMMUNITY POLICY MANAGEMENT TEAM	
MAY 3	10:00 A.M.	METROPOLITAN PLANNING ORGANIZATION	
MAY 4	9:30 A.M. 1:30 P.M.	BOARD OF ZONING APPEALS STAFF BRIEFING BOARD OF ZONING APPEALS	
MAY 9	7:00 P.M.	PLANNING COMMISSION MEETING	
MAY 10	7:00 P.M.	BOARD OF SUPERVISORS MEETING	ALL MEMBERS
MAY 15	7:00 P.M.	RECYCLING COMMITTEE	
MAY 16	10:00 A.M. 10:00 A.M. 5:30 P.M.	VALLEY PROGRAM FOR AGING SERVICES HEADWATERS SOIL & WATER CONSERVATION DIST. COMMUNITY ACTION PROGRAM- STAUNTON, AUGUSTA, WAYNESBORO	
MAY 17	7:00 P.M.	PARKS & RECREATION COMMISSION	
MAY 18	1:30 P.M.	AUGUSTA COUNTY SERVICE AUTHORITY (AUGUSTA WATER)	
MAY 22	1:30 P.M.	BOARD OF SUPERVISOR STAFF BRIEFING	ALL MEMBERS
MAY 23	8:45 A.M. 2:00 P.M. 7:00 P.M.	DEPT OF SOCIAL SERVICES SHENANDOAH VALLEY ANIMAL SERVICES CENTER OWNERS' MEETING AUG. COUNTY EMERGENCY SERVICES OFFICERS ASSOCIATION	
MAY 24	7:00 P.M.	BOARD OF SUPERVISORS MEETING	ALL MEMBERS
MAY 25	4:00 P.M.	LIBRARY BOARD	



**COUNTY OF AUGUSTA
STAFF REPORT**

AGENDA SECTION: ** NATIONAL LIBRARY WEEK PROCLAMATION **

DEPARTMENT:

STAFF MEMBER:

DATE OF REQUEST:

REQUESTED ACTION FOR THE BOARD OF SUPERVISORS:

Consider.

EXECUTIVE SUMMARY:

ATTACHMENTS:

[National Library Week.pdf](#)



National Library Week 2023 Proclamation

WHEREAS, libraries provide the opportunity for everyone to pursue their passions and engage in lifelong learning, allowing them to live their best life;

WHEREAS, libraries strive to be trusted and welcoming institutions for all members of the community regardless of race, ethnicity, creed, ability, sexual orientation, gender identity, or socio-economic status;

WHEREAS, libraries strive to develop and maintain programs and collections that are as diverse as the populations they serve and ensure equity of access for all;

WHEREAS, libraries adapt to the ever-changing needs of their communities, continually expanding their collections, services, and partnerships;

WHEREAS, libraries play a critical role in the economic vitality of communities by providing internet and technology access, literacy skills, and support for job seekers, small businesses, and entrepreneurs;

WHEREAS, libraries are accessible and inclusive places that promote a sense of local connection, advancing understanding, civic engagement, and shared community goals;

WHEREAS, libraries are cornerstones of democracy, promoting the free exchange of information and ideas for all;

WHEREAS, libraries, librarians, and library workers are joining library supporters and advocates across the nation to celebrate National Library Week;

NOW, THEREFORE, be it resolved that the Augusta County Board of Supervisors, proclaim National Library Week, April 23-29, 2023. During this week, I encourage all residents to visit their library to explore the wealth of resources available.

Adopted: April 12, 2023

Michael Shull, Chairman
Augusta County Board of Supervisor



**COUNTY OF AUGUSTA
STAFF REPORT**

AGENDA SECTION: REVISED BUDGET FOR 2022-2023

DEPARTMENT:

STAFF MEMBER:

DATE OF REQUEST:

REQUESTED ACTION FOR THE BOARD OF SUPERVISORS:

Receive input

EXECUTIVE SUMMARY:



**COUNTY OF AUGUSTA
STAFF REPORT**

AGENDA SECTION: PROPOSED TAX RATES FOR 2023

DEPARTMENT:

STAFF MEMBER:

DATE OF REQUEST:

REQUESTED ACTION FOR THE BOARD OF SUPERVISORS:

Receive public input

EXECUTIVE SUMMARY:



**COUNTY OF AUGUSTA
STAFF REPORT**

AGENDA SECTION: PROPOSED BUDGET FOR 2023-2024

DEPARTMENT:

STAFF MEMBER:

DATE OF REQUEST:

REQUESTED ACTION FOR THE BOARD OF SUPERVISORS:

Receive public input.

EXECUTIVE SUMMARY:

ATTACHMENTS:

[Budget_Hearing_Handout_FY24.pdf](#)

COUNTY OF AUGUSTA, VIRGINIA

2023-2024 BUDGET

G.L. "BUTCH" WELLS, BEVERLEY MANOR

GERALD W. GARBER, MIDDLE RIVER

JEFFREY A. SLAVEN, NORTH RIVER

PAMELA L. CARTER, PASTURES

MICHAEL L. SHULL, RIVERHEADS

VACANT, SOUTH RIVER

SCOTT SEATON, WAYNE



**COUNTY OF AUGUSTA
BUDGET HEARING AND TAX RATES
FOR FISCAL YEAR ENDING JUNE 30, 2023
AND JUNE 30, 2024**

Public hearings will be held by the Augusta County Board of Supervisors on Wednesday, April 12, 2023, at 7:00 p.m. at the Augusta County Government Center in Verona, Virginia. Interested citizens are encouraged to attend and express their views. County staff will be available to answer questions from 6:30 - 7:00 p.m. prior to the public hearings.

	REVISED <u>2022-2023</u>	PROPOSED <u>2023-2024</u>
<u>FUNDING SOURCES:</u>		
General Property Taxes	\$ 78,411,984	\$ 76,477,426
Other Local Revenues	29,615,216	26,831,730
State Revenues	29,893,322	34,011,154
Federal Revenues	8,598,969	814,386
Sales Tax (state/local)	24,723,341	25,195,041
State School Revenues	64,806,681	64,772,488
Federal School Revenues	15,854,604	14,892,499
Non-Revenue Receipts	67,930,113	846,186
Total Revenues	<u>\$ 319,834,230</u>	<u>\$ 243,840,910</u>
Transfers From Other Funds	\$ 80,363,958	\$ 72,679,413
Fund Balances and Reserves	84,499,662	114,515,170
Total Sources	<u>\$ 484,697,850</u>	<u>\$ 431,035,493</u>
<u>FUNDING USES:</u>		
General Government Administration	\$ 7,013,554	\$ 6,740,929
Judicial Administration	3,125,491	3,335,615
Public Safety	42,268,560	40,081,244
Public Works	5,048,965	5,172,885
Health & Public Assistance	20,600,031	22,179,728
Recreation & Library	2,674,525	2,703,463
Community Development	3,110,522	2,992,225
Non-Departmental & Contingencies	1,781,229	2,150,744
Education-Operating Funds	146,843,449	148,880,961
Education-Capital Improvements	29,416,776	44,955,991
Debt	7,716,441	10,710,154
County Capital Improvements	20,219,179	8,139,326
Total Expenditures	<u>\$ 289,818,722</u>	<u>\$ 298,043,265</u>
Transfers to Other Funds	\$ 80,363,958	\$ 72,679,413
Fund Balances and Reserves	114,515,170	60,312,815
Total Uses	<u>\$ 484,697,850</u>	<u>\$ 431,035,493</u>

Copies of the County Administrator's recommended budget and the Board of Supervisors' advertised budget upon which the above synopsis is based are available for public review in the office of the County Administrator in Verona. The information is also available on the County's website at www.co.augusta.va.us.

Tax rates:	<u>Current</u>	<u>Proposed</u>
Real Estate	\$ 0.63	\$ 0.64
Personal Property-auto and motorcycle	\$ 2.60	\$ 2.60
Personal Property-business, large trucks and trailers, machinery & tools	\$ 2.00	\$ 2.00
Personal Property-campers, boats, boat trailers, horse trailers, airplanes, trailers	\$ 2.60	\$ 2.60

Timothy K. Fitzgerald, Clerk
Board of Supervisors

**BOS Worksession
March 27, 2023**

Recommended budget-General Fund **\$ 118,980,727**

Work session revisions:

Expenditures

FY24 Budget:

	Public Safety Camera Bundle with Personnel	\$ 836,884
031020-3320	less interview room in balanced budget	(12,646)
031020-3320	less tasers in balanced budget	(65,700)
	contingency	31,462
		<u>\$ 790,000</u>

Revenues

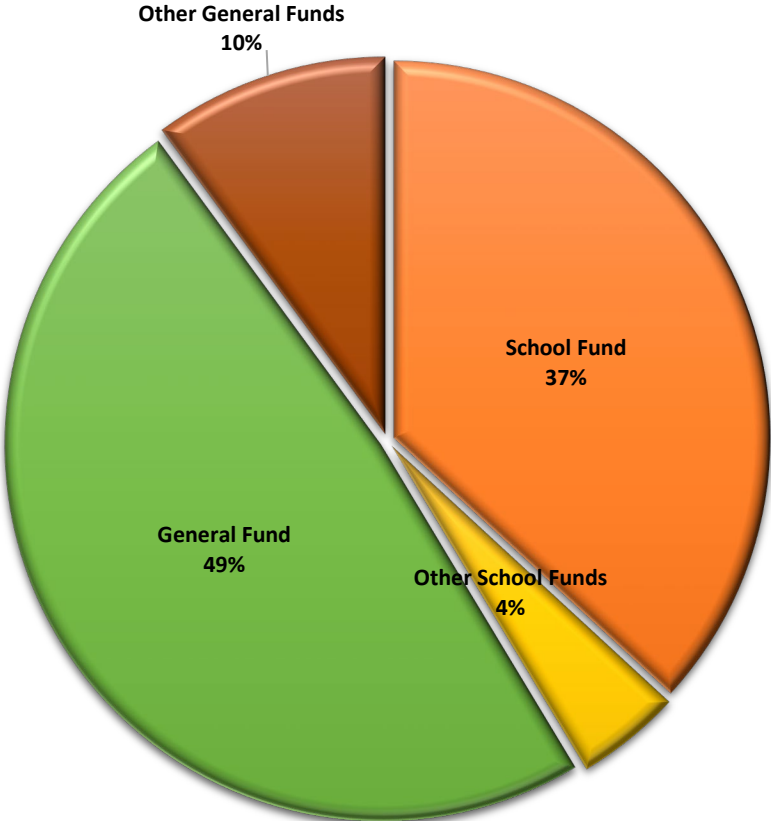
increase RE rate 1 cent	\$ 790,000
	<u>\$ 790,000</u>

Total Advertised budget-General Fund **\$ 119,770,727**

2023-24 BUDGET REVENUES

FUND AND SOURCES	BUDGET YEAR		INCREASE OR DECREASE
	2022-23 REVISED	2023-24 ADVERTISED	
<u>SCHOOLS:</u>			
41- SCHOOL OPERATING FUND	87,134,301	89,878,529	2,744,228
43- SCHOOL CAFETERIA FUND	4,423,788	4,364,200	(59,588)
44- SCHOOL CAP. IMP. FUND	70,440,331	691,590	(69,748,741)
47- SCHOOL HEAD START FUND	3,760,896	3,746,407	(14,489)
48- GOVERNOR'S SCHOOL FUND	2,085,540	2,198,634	113,094
TOTAL SCHOOL SOURCES	167,844,856	100,879,360	(66,965,496)
<u>GENERAL GOVERNMENT:</u>			
11- GENERAL OPERATING FUND	121,574,827	118,379,292	(3,195,535)
12- FIRE REVOLVING LOAN FUND	412,903	428,266	15,363
13- ASSET FORFEITURE FUND	54,266	12,300	(41,966)
14- ECONOMIC DEVELOPMENT FUND	832,450	802,450	(30,000)
15- REVENUE RECOVERY FUND	1,986,800	1,918,600	(68,200)
20- ARPA FUND	8,095,743	35,927	(8,059,816)
23- VIRGINIA PUBLIC ASSISTANCE	12,913,729	14,047,209	1,133,480
24- COMPREHENSIVE SERVICES FUND	3,328,536	3,540,000	211,464
45- DEBT FUND	16,119	37,489	21,370
70- COUNTY CAP. IMP. FUND	2,774,001	3,760,017	986,016
TOTAL GENERAL GOVERNMENT	151,989,374	142,961,550	(9,027,824)
TOTAL SOURCES	319,834,230	243,840,910	(75,993,320)
TRANSFERS FROM OTHER FUNDS	80,363,958	72,679,413	(7,684,545)
FUND BALANCES & RESERVES	84,499,662	114,515,170	30,015,508
GRAND TOTAL-ALL FUNDS	484,697,850	431,035,493	(53,662,357)

2023-24 Budget Revenues

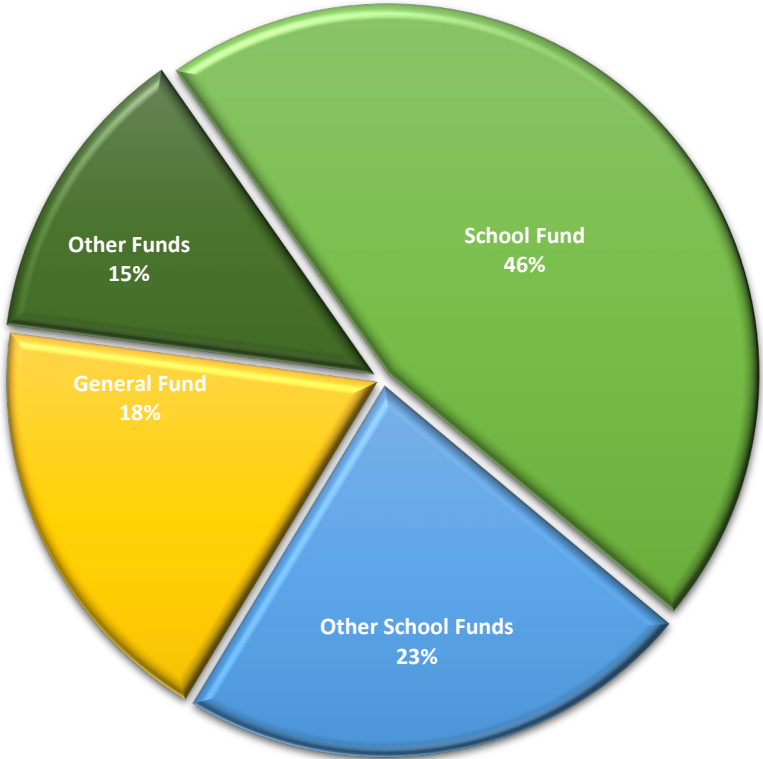


■ School Fund ■ Other School Funds ■ General Fund ■ Other General Funds

2023-24 BUDGET EXPENDITURES

FUND AND USES	BUDGET YEAR		INCREASE OR DECREASE
	2022-23 REVISED	2023-24 ADVERTISED	
<u>SCHOOLS:</u>			
41- SCHOOL OPERATING FUND	134,058,522	136,451,534	2,393,012
43- SCHOOL CAFETERIA FUND	6,939,815	6,484,386	(455,429)
44- SCHOOL CAP. IMP. FUND	29,416,776	44,955,991	15,539,215
45- DEBT FUND	7,040,815	10,014,012	2,973,197
47- SCHOOL HEAD START FUND	3,760,077	3,746,407	(13,670)
48- GOVERNOR'S SCHOOL FUND	2,085,035	2,198,634	113,599
TOTAL SCHOOL USES	183,301,040	203,850,964	20,549,924
<u>GENERAL GOVERNMENT:</u>			
11- GENERAL OPERATING FUND	55,414,606	54,978,610	(435,996)
12- FIRE REVOLVING LOAN FUND	1,105,000	605,000	(500,000)
13- ASSET FORFEITURE FUND	69,092	48,000	(21,092)
14- ECONOMIC DEVELOPMENT FUND	832,450	802,450	(30,000)
15- REVENUE RECOVERY FUND	839,102	1,121,422	282,320
20- ARPA FUND	7,753,838	6,702,143	(1,051,695)
23- VIRGINIA PUBLIC ASSISTANCE FUND	14,419,765	15,599,208	1,179,443
24- COMPREHENSIVE SERVICES FUND	5,189,024	5,500,000	310,976
45- DEBT FUND	675,626	696,142	20,516
70- COUNTY CAP. IMP. FUND	20,219,179	8,139,326	(12,079,853)
TOTAL GENERAL GOVERNMENT	106,517,682	94,192,301	(12,325,381)
TOTAL USES	289,818,722	298,043,265	8,224,543
TRANSFERS TO OTHER FUNDS	79,544,837	70,223,913	(9,320,924)
FUND BALANCES & RESERVES	84,499,662	75,187,197	(9,312,465)
GRAND-TOTAL ALL FUNDS	453,863,221	443,454,375	(10,408,846)

2023-2024 Budget Expenditures



COUNTY OF AUGUSTA

ADVERTISED

2023-2024

FUND	BALANCE 7/1/2023	REVENUE	TRANSFERS IN	TOTAL AVAILABLE	EXPENDITURES	TRANSFERS OUT	BALANCE 6/30/2024
GENERAL OPERATING FUND	6,500,000	118,379,292	1,391,435	126,270,727	54,978,610	64,792,117	6,500,000
FIRE REVOLVING LOAN FUND	2,410,531	428,266	-	2,838,797	605,000	-	2,233,797
ASSET FORFEITURE FUND	181,646	12,300	-	193,946	48,000	-	145,946
ECONOMIC DEVELOPMENT FUND	-	802,450	-	802,450	802,450	-	-
REVENUE RECOVERY FUND	1,518,739	1,918,600	160,000	3,597,339	1,121,422	1,280,012	1,195,905
ARPA FUND	6,794,755	35,927	-	6,830,682	6,702,143	-	128,539
VIRGINIA PUBLIC ASSISTANCE	6,458	14,047,209	1,551,999	15,605,666	15,599,208	-	6,458
CSA	(0)	3,540,000	1,960,000	5,500,000	5,500,000	-	(0)
SCHOOL OPERATING FUND-GROWTH	3,000	89,878,529	49,028,505	138,910,034	136,451,534	2,455,500	3,000
SCHOOL CAFETERIA FUND	1,528,444	4,364,200	-	5,892,644	6,484,386	-	(591,742)
SCHOOL CAPITAL IMPROVEMENT	38,983,350	691,590	3,535,500	43,210,440	44,955,991	414,933	(2,160,484)
DEBT FUND	0	37,489	10,672,665	10,710,154	10,710,154	-	0
HEAD START FUND	5,961	3,746,407	-	3,752,368	3,746,407	-	5,961
GOVERNOR'S SCHOOL FUND	572,633	2,198,634	-	2,771,267	2,198,634	-	572,633
COUNTY CAPITAL IMPROVEMENT	56,009,653	3,760,017	4,379,309	64,148,979	8,139,326	3,736,851	52,272,802
TOTALS	114,515,170	243,840,910	72,679,413	431,035,493	298,043,265	72,679,413	60,312,815

60,312,815

COUNTY OF AUGUSTA

REVISED

2022-2023

FUND	BALANCE 7/1/2022	REVENUE	TRANSFERS IN	TOTAL AVAILABLE	EXPENDITURES	TRANSFERS OUT	BALANCE 6/30/2023
GENERAL OPERATING FUND	13,568,755	121,574,827	1,371,379	136,514,961	55,414,606	74,600,355	6,500,000
FIRE REVOLVING LOAN FUND	3,102,628	412,903	-	3,515,531	1,105,000	-	2,410,531
ASSET FORFEITURE FUND	196,472	54,266	-	250,738	69,092	-	181,646
ECONOMIC DEVELOPMENT FUND	-	832,450	-	832,450	832,450	-	-
REVENUE RECOVERY FUND	1,518,739	1,986,800	160,000	3,665,539	839,102	1,307,698	1,518,739
ARPA FUND	6,452,850	8,095,743	-	14,548,593	7,753,838	-	6,794,755
VIRGINIA PUBLIC ASSISTANCE	6,458	12,913,729	1,506,036	14,426,223	14,419,765	-	6,458
CSA	(0)	3,328,536	1,860,488	5,189,024	5,189,024	-	(0)
SCHOOL OPERATING FUND-GROWTH	3,000	87,134,301	47,743,342	134,880,643	134,058,522	819,121	3,000
SCHOOL CAFETERIA FUND	4,044,471	4,423,788	-	8,468,259	6,939,815	-	1,528,444
SCHOOL CAPITAL IMPROVEMENT	(1,025,730)	70,440,331	1,899,121	71,313,722	29,416,776	2,913,596	38,983,350
DEBT FUND	0	16,119	7,700,322	7,716,441	7,716,441	-	0
HEAD START FUND	5,142	3,760,896	-	3,766,038	3,760,077	-	5,961
GOVERNOR'S SCHOOL FUND	572,128	2,085,540	-	2,657,668	2,085,035	-	572,633
COUNTY CAPITAL IMPROVEMENT	56,054,749	2,774,001	18,123,270	76,952,020	20,219,179	723,188	56,009,653
TOTALS	84,499,662	319,834,230	80,363,958	484,697,850	289,818,722	80,363,958	114,515,170
							<u>114,515,170</u>

AUGUSTA COUNTY, VIRGINIA

ASSESSED VALUATION OF TAXABLE PROPERTY

ESTIMATES FOR THE YEAR ENDING JUNE 30, 2024

Real Estate (Net of Land Use Value)	\$7,903,477,586
Mobile Homes	\$39,303,420
Personal Property	\$800,040,975
(Vehicles, Motorcycles, Campers, Boats, Boat Trailers, Horse Trailers, Airplanes, Trailers)	
Personal Property – Business Personal Property.....	\$149,255,124
(Large trucks and trailers)	
Machinery & Tools	\$288,709,080
Public Service Corporations	
Real Estate	\$419,980,410
Personal Property	<u>\$ 904,380</u>
	<u>\$420,884,790</u>
TOTAL ESTIMATED ASSESSED VALUATIONS	<u><u>\$9,601,670,975</u></u>

TAX RATES SOURCE

Fiscal Period	Real Estate	Personal Property	Public Service Corp.	Machinery & Tools
77-78 to 80-81	0.50	3.10	3.10 Per. Prop. 0.50 Real Estate	3.10
81-82	0.45	3.10	3.10 Per. Prop. 0.45 Real Estate	3.10
82-83	0.48	3.10	3.10 Per. Prop. 0.48 Real Estate	3.10
83-84	0.55	3.10	3.10 Per. Prop. 0.55 Real Estate	3.10
84-85	0.60	3.10	3.10 Per. Prop. 0.60 Real Estate	3.10
85-86 to 94-95	0.58	3.10	3.10 Per. Prop. 0.58 Real Estate	3.10
95-96 to 07-08*	0.58	1.90	1.90 Per. Prop. 0.58 Real Estate	1.90
08-09	0.58	2.25 Vehicles 1.90 Other Per. Prop.	1.90 Per. Prop. 0.58 Real Estate	1.90
09-10 to 11-12	0.48	2.25 Vehicles 1.90 Other Per. Prop.	1.90 Per. Prop. 0.48 Real Estate	1.90
12-13	0.48	2.50 Vehicles 1.90 Other Per. Prop.	1.90 Per. Prop. 0.48 Real Estate	1.90
13-14	0.51	2.50 Vehicles 1.90 Other Per. Prop.	1.90 Per. Prop. 0.51 Real Estate	1.90
14-15	0.56	2.50 Vehicles 1.90 Other Per. Prop.	1.90 Per. Prop. 0.56 Real Estate	1.90
15-16 to 17-18	0.58	2.50 Personal Property 2.00 Business Personal Property, Large Trucks, Trailers	2.00 Per. Prop. 0.58 Real Estate	2.00
18-19 to 20-23	0.63	2.50 Personal Property 2.00 Business Personal Property, Large Trucks, Trailers	2.00 Per. Prop. 0.63 Real Estate	2.00
23-24 Advertised	0.64	2.60 Personal Property 2.00 Business Personal Property, Large Trucks, Trailers	2.00 Per. Prop. 0.63 Real Estate	2.00

* Personal Property Assessed at 100% Versus 40% in 1995-96



**COUNTY OF AUGUSTA
STAFF REPORT**

**AGENDA SECTION: PROJECT CONSTRUCTION MANAGEMENT SERVICES-NEW
AUGUSTA COUNTY COURTHOUSE**

DEPARTMENT:

STAFF MEMBER: Candy Hensley

DATE OF REQUEST: April 5, 2023

REQUESTED ACTION FOR THE BOARD OF SUPERVISORS:

Consider approval of Construction Management Services contract.

EXECUTIVE SUMMARY:

The County issued a request for proposal for a project construction manager (PCM) to assist with the new courthouse project and manage construction on behalf of the County. The PCM will provide qualified, on-site field staff to manage the project in compliance with the contract documents. The PCM will assist in updating the project schedule, review design development submittals, provide a value engineering study, review site plan submittals, assist the County in the construction procurement phase, and oversee, administer and coordinate work during the entire construction phase.

For more details, the scope of work is included in the attached contract. Services will commence upon contract execution and conclude in December 2025, at the end of construction.

Staff recommends approval of the contract, funded by the courthouse capital account.

ATTACHMENTS:

[Combined Final Contract Document with Skanska.pdf](#)



Skanska USA Building Inc.
Integrated Solutions
4309 Emperor Blvd., Suite 200
Durham, NC 27703
540-423-2860
curtis.elswick@skanska.com
usa.skanska.com

April 3, 2023

Mr. Timothy K. Fitzgerald
County Administrator
Augusta County, Virginia
18 Government Center Lane
Verona, VA 24482

**RE: Project Construction Management Services
New Augusta County Courthouse**

Mr. Fitzgerald:

Thank you for retaining Skanska USA Building Inc. to provide Project Construction Management Services on the New Augusta County Courthouse project. The purpose of this letter is to confirm the scope of the services we will provide, our compensation, and the terms and conditions that will govern our relationship. The following documents are attached to this letter:

- Attachment A – Scope and Time of Services;
- Attachment B – Compensation Terms;
- Attachment C – General Terms of Engagement for Consulting Services;
- Attachment D – RFP # 22010-22-01 and Addendum #1 (attached by reference);
- Attachment E – Augusta County, Virginia Terms and Conditions for Service Contracts; and

With respect to terminology, generally any definition provided in one attachment applies to all of them, as well as this letter. Specifically, the term “Client” as used in the attachments refers to your organization and the term “Consultant” refers to ours.

Please review this letter and its attachments and let me know if you have any questions about them. If any of the terms and conditions is unacceptable to you, please advise me, so that we can resolve any differences and proceed with a clear, complete, and consistent understanding of the relationship between our firms.

If the letter and its attachments are satisfactory, please indicate your approval by signing in the space provided below, and please return the signed copy to me at your earliest convenience. Once you do so, this letter and the attachments listed above, will become your


April 3, 2023

Page 2

agreement with us. We suggest that you retain this original letter and all of its attachments in your file. Upon receipt of the copy of this letter bearing your signature, we will commence our services in accordance with the agreement.

We look forward to working with Augusta County on this important project.

Very truly yours,



Curtis Elswick, CCM
Sr. Vice President/Regional Executive

Attachments

Agreed:

Augusta County, Virginia

By: _____

Name: _____

Date: _____

Attachment A

SKANSKA USA BUILDING INC. SCOPE AND TIME OF SERVICES

A. SCOPE OF SERVICES:

Below is a list of the services to be provided per RFP #: 22010-22-01:

General Requirements

1. The County seeks a Project Construction Manager (PCM) to assist with the project and manage construction on behalf of the County and assist with completing the project on time and within project budget.
2. The County has identified a Project Administrator who will be the primary contact for the PCM.
3. The PCM will provide and maintain qualified, on-site field staff for construction sufficient to manage the project requirements and in compliance with the contract documents.
4. The PCM will develop a project construction strategy. Analyze project requirements and develop a preconstruction and construction strategy that address requirements for function, cost, quality, time and logistics.
5. Provide a monthly report to the Project Administrator that provides summary and detailed status of schedule, budget and current issues as well as recommended actions.
6. Other duties as determined by the County and agreed to by the selected PCM.

Design Development and Site Plan Phase

1. Assist the County with updating the project schedule based on PCM review and required activities. The PCM understands the County is under an Order by the Commonwealth and the project schedule includes deadline dates, which must be met. PCM will make all commercially reasonable efforts to ensure the Project meets all deadlines and will notify the County as soon as practicable if the PCM becomes aware of any slippage in the Project schedule. The PCM has no control over Project means and methods and will not be required to perform the work of the Contractor nor will the PCM have responsibility for the Contractor's failure to meet its obligations.
2. Review design development submittals for constructability, availability of materials, cost, schedule, logistics or other concerns and offer appropriate comments and/or corrective actions to the County. PCM will meet with the County and A/E to discuss suggested changes. The intent is to minimize the number of change orders, promote quality and cost effectiveness. The PCM will come on board at approximately 75% completion of design development.

3. During design development phase, perform a minimum of one (1) value-engineering study. PCM shall generate a report including recommendations on the selection of systems and construction details and finishes. The report shall be sent to the County. The PCM will meet with the County and A/E to discuss recommendations. It is anticipated value engineering will start April 12, 2023.

4. Attend design review meetings with the County conducted by the A/E. Offer suggestions to County and A/E, as needed.

5. Review site plan submittals and offer appropriate comments to the County. Identify concerns and recommend corrective actions. Site plans will be submitted at 65% with various submissions and reviews until final approval is received. The site plan phase includes survey, environmental, geotechnical assessments, construction documents, and approvals from local and state agencies.

Construction Documents and Bidding

1. Review all standard documents for construction, including general and special conditions, and specifications provided by A/E and recommend changes to the County. Meet with the County and A/E as requested.

2. Assist the County in formulating construction contract documents for bid packages and define the role of the PCM during the construction phase.

3. Assist in developing contract language to be included in the County's construction contract requiring the scheduling and monitoring of work progress.

4. Attend and assist with the pre-bid meeting.

5. Identify potential contractors and suppliers and develop their interest in bidding the project to insure a competitive bidding environment. The PCM will investigate potential bidders and suppliers to determine their ability to meet project requirements.

6. If requested by the County, perform a second value-engineering exercise in order to reduce the successful bidders bid cost to meet budget.

Construction Phase

1. Oversee, administer and coordinate work during the entire construction phase on behalf of the County. The PCM will be the point of contact for the general contractor for purposes of coordination.

2. Develop a construction project schedule in consultation with the County that establishes duration and responsibility for all major activities during all phases of the project.

3. The PCM shall conduct, at appropriate milestones, project coordination meetings and meeting with the superintendents to coordinate construction and for establishing and monitoring long-range coordination milestones for the project. From the project meetings, PCM will prepare and distribute minutes in a timely manner. The County and A/E shall be included in these meetings.
4. The PCM shall verify that each contractor's jobsite resources are adequate for maintaining the project schedule. The PCM shall report conditions that adversely affect the schedule to the County with recommendations for corrective action.
5. Monitor and report on progress of all construction phases. Update project schedule monthly and notify the County and the A/E of any delays or problems, and recommend any corrective action necessary to meet the schedule.
6. Conduct pre-construction conferences with consultation from the County and A/E. The meeting(s) shall include a review of project management, project schedule, and project procedures. PCM shall maintain records of the meetings.
7. The PCM will maintain current and orderly records for all construction documents including contracts, drawings, specifications, submittals, samples, schedules, correspondence, meeting minutes, catalog data, directives, change orders, etc.
8. The PCM will establish and maintain an accurate and up-to-date construction cost accounting system (budget) for this project that identifies all costs, including construction cost, consulting fees related to construction, permit fees, testing and inspection fees, furnishings, equipment, inflation and contingencies. A detailed construction budget has been developed at schematic plan phase. This budget will be the basis for moving forward until completion of the project. Maintain, track and report to the County the status of the total project costs. Identify any shortfalls and provide recommended actions for adjustment.
9. Review all revised estimates by A/E and/or contractors and make recommendations in order to meet budget and schedule.
10. PCM will perform daily inspections of all work and maintain a daily log documenting the progress of the project, performance of the contractor(s) and any significant events or problems. These shall be submitted weekly to County. This includes photographic and video records by the PCM at appropriate milestones, which will be received when requested, and at the end of construction.
11. Verify that Prime Contractor(s) maintain the required insurance policies for the project, including builder's risk, general liability, etc. Any insurance maintained by the construction manager as sole beneficiary shall be at the expense of the PCM. All insurance certificates will be held by the County.
12. Coordinate and enforce contractor general condition items throughout the project duration. These may include field trailers, fencing, project security, temporary utilities, construction cleaning, etc.

13. Direct a contractor's submittal program (shop drawings, etc.), review submittals for coordination requirements, accuracy and completeness, maintain copies of shop drawings at the site, monitor and expedite the submittal of as-builts, include key submittals in scheduling activities Critical Path Method (CPM), verify contractor's compliance with shop drawings and submittals, coordinate submittal review and approval with the A/E. Inspect the work to assure conformance.
14. Verify compliance with contract requirements and coordinate and give notice for all required construction quality control testing.
15. The PCM in consultation with the County, will develop and implement a system to review and process change orders. The PCM will insure the validity of change orders, review the cost of change orders, and negotiate the cost of change orders with the contractors on behalf of the County. PCM shall obtain final approval from the County. The PCM will consult with the A/E as necessary.
16. The PCM will monitor the safety program developed by each contractor, record any safety violations, and make recommendations for improving safety conditions.
17. The PCM will review and recommend to the County, the contractor's application for payment based on compliance with schedule, quality, cost and percentage of work complete.
18. The PCM will determine the requirements and make recommendations for third-party inspections and testing, and facilitate on behalf of the County. The PCM, in consultation will assist the County on timing to secure third-party inspectors whether through the PCM or County procurement. PCM will assist in the selection of third-party inspection and testing agencies, review inspection and testing reports, and make recommendations regarding the results of inspections and testing activities and coordinate corrective measures with the general contractor.
19. The PCM will manage claims/dispute resolution system. The system will include a claim/dispute log to be furnished to the County monthly. The PCM shall also facilitate any settlement, mediation, and alternative dispute resolution actions required in consultation with the County.
20. The PCM, in consultation with the County, will develop a detailed program of close-out activities in compliance with the contract documents. This includes a list of deficiencies (punch list) and will coordinate all corrective action by contractors. The program will include a close-out schedule, inspections, testing, start-up procedures, warranty processing, occupancy, resolution of change orders, and recommendations for payment of retainage. The A/E will be included in the project close out.
21. The PCM will coordinate, monitor, and document testing, calibration, and start-up of all equipment and building systems and will coordinate training with the County staff.
22. The PCM will collect and catalog all operating and instruction manuals for equipment and building systems. The PCM will collect, log, review, and submit to the County all warranty documentation.

23. The PCM will submit all project documentation including files, records, drawings, submittals, samples, and other information to the County in an organized and usable form.

24. The PCM will coordinate the warranty work by contractors to insure that their obligations are fulfilled in a timely manner.

25. The PCM, upon completion of the project, will be responsible for certifying that, to the best of his professional knowledge, the building conforms to the approved plans, specifications, and shop drawings.

The following additional services are to be provided:

1. Implement an owner direct purchase program to include development of owner direct purchase specifications for inclusion in final bid documents if this is the chosen method by the County.
2. Assisting the County with procuring third party construction materials testing & special inspection services. Services are to include assistance with development of RFPs, evaluation of proposals, assistance with preparation of contracts, and providing oversight of these services during construction.
3. Provision of commissioning services during design phase and construction phase of the Project, as described in Burns and McDonald proposal dated March 21, 2023.
4. Coordination of delivery of Furniture, Fixtures and Equipment (FF&E) and move from existing facility in Staunton to new location in Verona. The County, in consultation with A/E, will be responsible for procurement of FF&E and move services. PCM to assist with procurement process and coordination of installation for FF&E.
5. Coordination and assistance with RFP development for and installation of data, telephone and security technology-related equipment.
6. Third party commissioning services per Burns & McDonnell proposal letter dated March 21, 2023 (see attached proposal letter included with Attachment B).

The following optional services may be incorporated into the PCM contract at a later date:

1. Photography, drone footage and/or 360 degree image capture during the construction phase.

B. SERVICES SCHEDULE:

Services shall commence upon execution of Agreement and conclude by end of December 2025, at which time all contracts will be closed out from a financial standpoint, but include a warranty inspection at 6 months and 11 months following the date for Substantial Completion (August 1, 2025).

C. DELIVERABLES:

DELIVERABLE

1. Value engineering study report
2. Design review reports
3. Owner direct purchase specs
4. Weekly and monthly progress reports

D. CHANGES:

The Parties may mutually agree from time to time to modify the Services or the schedule for their performance by written agreement (“Change Order”) executed by both Parties.

E. CLIENT SUPPLIED DOCUMENTS:

Consultant’s commitments are premised on the receipt of the following documents in the quantities and by the times indicated below:

DELIVERABLE

1. Contract between Client and Architect
2. Latest design documents
3. Other relevant consulting contracts
4. Other relevant information
needed by Consultant in order to
provide their services

Attachment B

**SKANSKA USA BUILDING INC.
COMPENSATION TERMS**

We propose providing the Scope of Services as included in Attachment A for a Lump Sum Fee of \$1,340,000 which is based upon the following staffing plan:

<u>Role</u>	<u>Anticipated Time Commitment</u>
Sr. Vice President/Regional Director Project Manager	As-Required to provide leadership and project support Average of 20 hours/week during design; Average of 24 hours/week during construction and closeout
On-Site Quality Assurance Inspector	Participate in design reviews during design phase; Full-time during construction
Value Engineering Preconstruction Team	Time required to review documents, develop value engineering options, and meet to discuss with County and Architect

This Lump Sum Fee is inclusive of all expenses related to our services with the exception of any printing of any special presentation materials or printing of documents larger than 11” X 17” in size.

In addition, an allowance of \$157,234 is included for Commissioning Services (\$35,074 fixed fee for design phase services and an estimate of \$122,160 for construction phase services as the extent of Commissioning will not be determined until final design documents are made available). See proposal from Burns & McDonnell dated March 21, 2023 with 10% mark-up by Skanska USA Building Inc. **Total amount of initial Agreement is \$1,497,234.** The final fee for providing Commissioning Services will be reconciled and negotiated between Consultant and Client prior to start of construction and the Agreement will be adjusted as necessary. Additional Services shall be provided as mutually agreed to in writing between the Client and the Consultant. The Consultant shall not perform, nor be obligated to perform, any Additional Services without a written modification to this Agreement for additional compensation.

We recommend establishing a fee for an optional second value engineering study, if required, at a later date once the scope of services can be further refined. Owner shall provide written approval to include this service in our scope of services through an amendment to our agreement if these services will be required.

Our services will be billed on a monthly basis based upon services rendered.

Attachment C

SKANSKA USA BUILDING INC. GENERAL TERMS OF ENGAGEMENT FOR CONSULTING SERVICES

This statement sets forth the standard terms of our engagement as your Consultant. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this statement carefully and contact us before you sign the letter transmitting it to you if you have any questions.

1. CONSULTANT'S WARRANTY TO CLIENT

(a) Consultant warrants that it will perform the Services in a professional and workmanlike manner and that the work product set forth in the Deliverables will reflect Consultant's reasonable professional judgment. Consultant may rely upon information supplied to it by Client without independent verification.

(b) Client shall advise Consultant in writing within thirty (30) days of its receipt of a Deliverable if Client believes that the work product in the Deliverable does not reflect Consultant's reasonable professional judgment. Consultant shall promptly revise any aspect of the Deliverable that does not reflect Consultant's reasonable professional judgment or is otherwise defective and resubmit it to Client at no additional charge.

(c) The only warranties made by Consultant in connection with the Services and Deliverables are those set forth in Section 1(a). Those warranties are exclusive and in lieu of all other warranties, whether statutory, express or implied, including warranties of fitness for particular purpose and those arising from course of dealing and usage of trade. Client's sole and exclusive remedy for warranty nonconformities or other defects in the Services or Deliverables shall be for Consultant to revise and resubmit the Deliverable at no additional

charge as provided in Section 1(b). This limited remedy shall apply notwithstanding any failure of essential purpose.

2. CONSULTANT'S INDEMNITY TO CLIENT

Consultant shall indemnify, defend and hold Client, its officers, directors, employees and affiliates harmless from any loss, cost or expense claimed by third parties for property damage and/or bodily injury, including death (and reasonable attorney's fees and court costs incurred in connection therewith), to the proportionate extent such loss, cost or expense arose from the negligence or willful misconduct of Consultant or its employees in connection with this Agreement.

3. CLIENT'S OWNERSHIP AND USE OF DELIVERABLES

In exchange for Client's payment to Consultant as required under the Agreement, all Deliverables created pursuant to the terms of the Agreement shall be the sole property of Client. Consultant may use the Deliverables with Client's written consent after they become property of Client. Client may use the Deliverables for other purposes, but Consultant shall bear no responsibility or liability for Client's use of any of the Deliverables for other purposes. Client agrees that it shall not disclose the Deliverables to any of Consultant's

competitors other than as strictly required by law in response to a valid subpoena, Freedom of Information Act request, or similar obligatory legal document.

4. CLIENT'S TERMINATION AND SUSPENSION RIGHTS

(a) Client shall have the right to terminate the Agreement for its convenience at any time and for any reason prior to Consultant's completion of the Services on five (5) days prior written notice to that effect. Client shall pay Consultant a termination payment composed of amounts due for performance of Services through the date of termination and Consultant's reasonable costs of complying with such termination, including termination payments to any sub-consultants which shall in no event exceed, in the aggregate, the stipulated sum under Attachment B. Client's sole and exclusive right to terminate Consultant's performance of the Services is as provided in this Section 4(a) and Consultant's sole and exclusive remedy for such termination shall be Client's payment of the termination payment as provided in this Section 4(a). The termination payment will be invoiced and processed by the Parties as set forth in Section 5.

(b) Client may suspend performance of all or any part of the Services and thereafter request Consultant to resume performance of suspended Services, in each case by giving Consultant five (5) days prior written notice specifying the date for the suspension or resumption of Services. If Client has not requested Consultant to resume performance of suspended Services within thirty (30) days of the suspension date, Consultant may thereafter terminate the Agreement on written notice to Client and such termination will be treated as a termination for Client's convenience under Section 4(a). If

Consultant has suffered any adverse impacts to its performance as a result of Client's suspension of Services, the Parties shall execute a written amendment that equitably adjusts Consultant's rights and obligations under the Agreement as necessary to compensate Consultant for such impacts within twenty-one (21) business days of Consultant's resumption of performance in accordance with the Change Order procedure set forth in Attachment E.

5. PAYMENT FOR SERVICES

(a) Client shall pay Consultant for the performance of the Services as provided in Attachment B. Consultant shall be responsible for all reporting and payment obligations with respect to Consultant's personnel relating to worker's compensation insurance, Social Security, state and federal unemployment insurance, medical-hospital insurance, salary continuation insurance, pension plan costs and other employee benefit programs. If the compensation option selected in Attachment B calls for the reimbursement of costs, the Client may audit such costs in three-month intervals. Rates, multipliers and other fixed percentages, and stipulated sums that Client has agreed Consultant may charge for its Services are not subject to audit except to confirm that Consultant has applied the agreed rates, multipliers and other fixed percentages, and stipulated sums.

(b) Consultant shall invoice Client for Services on a monthly basis. Payment terms will be 100% net forty-five (45) days on all invoiced amounts. Client shall notify Consultant within five (5) business days after receipt of an invoice if it disputes all or some portion of the invoice. Client and Consultant shall promptly attempt to resolve any dispute concerning payment. Client may withhold payment of only that portion

of an invoice disputed by Client in good faith until the dispute has been resolved and shall pay the undisputed portion of any invoice net forty-five (45) days. All late payments shall be subject to interest at a rate of one percent per month or the maximum legal rate, whichever is less.

(c) Consultant may suspend its performance of the Services on five (5) days written notice to Client if Client fails to pay Consultant all invoiced amounts when due. Consultant shall not be required to resume performance of suspended Services until all past due amounts have been paid by Client and, if Consultant has suffered any adverse cost, schedule or other adverse impacts to its performance as a result of the suspension, the Parties have executed a written amendment that equitably adjusts Consultant's rights and obligations under the Agreement as necessary to compensate Consultant for such impacts.

(d) In the event Consultant has not received payment of an amount due from Client within thirty (30) days of its due date, Consultant may terminate the Agreement on written notice to Client. The termination will be treated as a termination for Client's convenience under Section 4(a) and Consultant may proceed immediately to recover all amounts due from Client.

6. INSURANCE

Consultant shall maintain the following insurance coverages in connection with this Agreement:

(a) Workers' Compensation for statutory limits in compliance with the applicable state and federal laws, and Employer's Liability with a limit of \$1,000,000;

(b) Professional Liability - \$1,000,000 - Insurance Coverage for Errors and Omissions on Claims Made Basis

(c) Comprehensive General Liability with a combined single limit of \$1,000,000 per occurrence and in the aggregate; and

(d) Automobile Liability Insurance with a combined single limit of \$1,000,000 for bodily injury and property damage with respect to vehicles either owned, non-owned, and leased by Consultant.

7. CONFIDENTIALITY

(a) Consultant shall not disclose Client's Confidential Information to any third party other than its sub-consultants if required for the performance of the Services. Client shall not disclose Consultant's Confidential Information to any third party other than Client's prospective lenders and legal counsel. "Confidential Information" means a Party's confidential and proprietary business information disclosed to the other Party in connection with this Agreement that is marked "confidential" or "proprietary" at the time of disclosure, but does not include information that: (i) is generally available to the public at the time of disclosure by a Party, or becomes generally available to the public other than as a result of the receiving Party's violation of this Section 7(a); (ii) was in the receiving Party's possession prior to its disclosure hereunder by the other Party; (iii) is received by a Party at any time from a third party without any confidentiality or other restrictions with respect to its use thereof; or (iv) is independently developed by the receiving Party. The non-disclosure obligations under this Section 7(a) shall expire two (2) years from the date of a Party's first disclosure of Confidential Information to the other Party, and shall not apply to restrict a Party from

disclosing the other Party's Confidential Information if the Party is compelled to do so by law or legal process.

(b) Should Client receive a request under the Virginia Freedom of Information Act (VFOIA) for Consultant's Confidential Information, Client will forward the request to Consultant and Consultant will decide within the time allowed by VFOIA if Consultant will claim the Confidential Information is subject to an exemption under VFOIA and Consultant opposes production of the Confidential Information. If Consultant claims exemption for the Confidential Information, Consultant will assume responsibility for responding to the request and will bear all its own costs including attorney fees in defending the claimed exemption.

(c) Each Party acknowledges that its disclosure of the other Party's Confidential Information in violation of Section 7(a) will cause irreparable damage and injury to the Party and that the extent and amount of such damage and injury may be impossible to ascertain. Accordingly, each Party agrees that the other Party shall be entitled to seek and obtain injunctive relief on short notice from any court of competent jurisdiction to immediately restrain and thereafter permanently enjoin the other Party from any threatened or actual disclosure of Confidential Information in violation of Section 7(a).

(d) Client agrees that its disclosure of a Deliverable to a competitor of Consultant in violation of Section 3 shall be treated as a breach of Client's non-disclosure obligation under Section 7(a) for which Consultant shall be entitled to obtain injunctive relief under Section 7(b).

8. LIABILITY LIMITATIONS

(a) Neither Party shall be liable under or in connection with this Agreement for any consequential, special, incidental, indirect, punitive or exemplary damages, or damages arising from or in connection with loss of use, loss of revenue, loss of actual or anticipated profit, loss by reason of delay, increased cost of construction or cost of capital, whether based on delay, contract, tort, negligence, strict liability, warranty, indemnity, error and omission or otherwise, and each Party hereby releases the other from any such liability. Nothing in this Section 8(a) shall limit Client's payment obligations under the Agreement.

(b) In no event shall Consultant's liability arising out of or in connection with the performance or nonperformance of any or all Services or other obligations under the Agreement exceed the amount of Consultant's available insurance for such claim, if brought in tort, or the amount paid Consultant under the Agreement, if based on delay, contract, warranty, indemnity, error and omission or otherwise.

(c) The recommendations, advice, budgetary information and schedules to be furnished by Consultant under this Agreement shall not be deemed to be representations, warranties, or guarantees or constitute the performance of licensed professional services. Consultant shall not be required to provide professional services that constitute the practice of architecture or engineering. Consultant shall cause any such services to be provided by a properly licensed design professional. Any claim by Client for damage, loss, or expense, based directly or indirectly upon acts, errors, or omissions of any architect, engineer, or other design professional who Consultant is required to engage in connection with this Agreement shall be made by Client against said design

professional and its insurer(s) only, and Consultant shall have no liability of any kind, direct or indirect, for the professional negligence of said design professional under this Agreement or otherwise.

(d) No general or limited partner, stockholder, officer, director, joint venture, beneficiary, trustee, employee, or other principals, agents or representatives (whether disclosed or undisclosed) of the Consultant shall be personally liable to the Client for the Consultant's obligations or otherwise, the Client hereby agreeing to look solely to the assets of the Consultant for the satisfaction of any liability of the Consultant hereunder.

9. DISPUTE RESOLUTION

(a) Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to the procedure set forth in paragraph 7 of the Augusta County Standard Terms and Conditions for Service Contracts attached as Attachment E.

10. GENERAL

(a) The Client shall furnish required information as expeditiously as necessary to ensure the orderly progress of the Consultant's Services, and the Consultant shall be entitled to rely on the accuracy and completeness thereof.

(b) The Client shall designate a representative duly authorized to act on the Client's behalf with respect to this Agreement to the extent permitted by law. The Client or such authorized individual

shall render decisions in a timely manner in compliance with applicable law.

(c) Each Party represents and warrants that this Agreement has been duly authorized, executed and delivered and constitutes a binding agreement enforceable against it. The Parties agree that this Agreement supersedes all prior oral and written communications and/or agreements that may have been made or entered into between them regarding the subject matter hereof, including but not limited to any proposals, and constitutes the entire agreement between them with respect to the subject matter hereof.

(d) Neither Party may assign this Agreement, including by operation of law, without the other Party's prior written consent and any non-authorized assignment shall be null and void and of no force or effect.

(e) Client acknowledges that Consultant is not under this Agreement providing or agreeing to provide to any person or entity, including Client or its lenders, any financial, engineering, architectural, legal or other opinions or guarantees regarding the commercial or technical performance of any process, product or system.

(f) Consultant is an independent contractor. Neither Consultant, nor any of its employees, agents or sub-consultants is or shall be deemed to be an agent or employee of Client. Consultant has sole authority and responsibility to employ, discharge or otherwise control its employees agents and sub-consultants.

(g) Notices shall be effective hereunder as follows only if in writing and addressed to the person designated in this provision: (1) upon delivery, if delivered personally to the

person; (2) upon transmission, if transmitted to the facsimile number of the person; and (3) upon posting, if by first class or overnight mail (postage prepaid). Unless otherwise agreed in writing, notices to Consultant shall be delivered to the author of the letter agreement executed by the Client, and notices to the Client shall be delivered to the recipient of that letter.

(h) This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

(i) The terms and conditions of This Agreement may be modified only by a written amendment executed by both Parties. In the event that any term or condition of this Agreement is found to be illegal or unenforceable, the term or condition shall be deemed stricken to the extent and in the jurisdictions necessary for compliance with applicable law and modified only to the extent necessary to comply with applicable law and the remaining terms and conditions shall remain in full force and effect. Without limiting the foregoing, in the event of conflict between the terms of this Attachment C and those of Attachment E, Augusta County Standard Terms and Conditions, the terms of Attachment E shall prevail.

(j) Nothing in this Agreement gives any rights or benefits to any person or entity other than the Parties.

(k) The section headings in this Agreement are for convenience only and shall not affect the interpretation hereof.

(l) The provisions herein shall survive termination of the Agreement and/or completion of the Services.

(m) It is understood and agreed that any delay, waiver or omission by a Party to exercise any right or power arising from any breach or default by the other Party of any term or condition of this Agreement shall not be construed to be a waiver by that Party of any subsequent breach or default by the other Party of the same or other terms or conditions of this Agreement.

End of Attachment C



March 21, 2023

Curtis Elswick, CCM, LEED AP
Senior Vice President/Regional Executive
Skanska USA Building Inc

Re: Building Commissioning (Cx) Augusta County Courthouse – Verona, VA

Dear Mr. Elswick:

Burns & McDonnell is pleased to provide this fee proposal for design and construction phase commissioning (Cx) services for Augusta County Courthouse. We have based our scope of work and fee on our understanding of the below-mentioned services, the request for proposal email issued on March 16, 2023.

Project Description:

The project consists of commissioning the new Courthouse for Augusta County. Systems include heating ventilating and air conditioning (HVAC) system, electrical lighting, and domestic water heating as listed below. Our process will be integrated into the overall design and construction schedule with an occupancy date of August 2025.

Systems to be Commissioned:

It is assumed that the project will include the following systems listed below. Systems have been developed based on Design Development drawings dated February 24, 2023 and similar facilities and project types. Sampling will be used in this commissioning effort. Operation of equipment is the responsibility of the contractor(s) and Burns & McDonnell, as Commissioning Authority (CxA), will be responsible for evaluating the results against the owner’s project requirements, design documents and test & balance report prepared by the contractor(s).

HVAC Systems

Equipment Type	Percent to be Functionally - % of units/quantity
Heating Water System (boilers and pumps)	100% - Up to 1 system
Air Handling Units	100% - Up to 4 units
Fan-Powered VAV Units	50% - Up to 12 units
Shut-Off VAV Units	50% - Up to 4 units
Fans	100% - Up to 9 units
Ductless Split Systems	100% - Up to 3 units
Wall and Unit Heaters	100% - Up to 8 units
DDC Graphics and Trending	100% - Up to 1 system

Plumbing Systems

Equipment Type	Percent to be Functionally - % of units/quantity
Domestic Water Heating	100% - Up to 1 system
Domestic Water Circulating Pump	100% - Up to 1 unit
Thermostatic Mixing Valve	100% - Up to 1 unit
Sump Pump	100% - Up to 1 unit

Electrical Systems

Equipment Type	Percent to be Functionally - % of units/quantity
Lighting Control System	
Occupancy Sensors	Sampling – Up to 50 sensors
Daylighting System	Sampling – Up to 10 sensors
Exterior Lighting Control (Photocell- Timeclock	100% - Up to 2 sensors
Emergency Generator/Automatic Transfer Switch	100% - Up to 1 Genset/ 2 ATS

Commissioning Services:

This proposal includes commissioning services during the following phases of the project. All phases of the project will require assistance from other members of the Design and Construction Team, including Owner’s personnel. The cost, if any, for this assistance is not included in this Proposal. During the project, suggestions made by our commissioning team are intended to assist the design and construction team and are not intended to serve as direction. Any suggestions, which result in design changes if implemented, must only be directed by the design engineer of record and approved by the owner. Prior to incorporating a suggestion, the project design engineer of record should verify that the proposed change does not adversely affect other areas of the design.

A. Design Phase

The commissioning team will serve as the owner’s advocate throughout the design process, working with the design team to delineate how the project will address the Owner’s Project Requirements (OPR). The commissioning team will perform design reviews to verify that the requirements in the OPR are reflected in the design solutions. The team will also review

the design for conflicts related to system testing or maintenance. The Cx team will develop the Commissioning Plan and provide specification language to incorporate commissioning requirements into the project.

Design Phase tasks include the following:

1. Attend one Design Phase Cx Kickoff/Scoping meeting (telecom)
2. Develop the Owner's Project Requirements (OPR) utilizing the MEP Narratives.
3. Provide Cx specifications.
4. Conduct Cx-related Design Reviews at the 50% Construction Document phase, and backcheck at the 95% Pre-Final Construction Document phase
5. Develop the Cx Plan to define the roles and responsibilities of each team member.

B. Construction & Acceptance Phase

During the construction and acceptance phase, the Cx team will verify the operation of building systems based on detailed test procedures developed by the Cx team, in order to determine the most efficient equipment settings. Testing will be performed in normal operating modes as well as all possible circumstances and sequences of operation, with real-life conditions simulated as much as possible. Functional Testing will be conducted to validate that each individual system is operating properly, to include component testing, point to point validation of controls, and testing the sequence of operation for all normal, failure, and maintenance scenarios.

Construction/Acceptance Phase tasks include the following:

1. Finalize the Commissioning Plan including contractor's contact information.
2. Conduct a project commissioning kickoff meeting with the contractors and Owner in order to introduce the commissioning process and coordinate our services with the construction effort. This meeting is essential to initiate a productive relationship among the commissioning team.
3. Prepare for, conduct, and document Commissioning Coordination meetings at key points throughout the construction process. *For total number of days on-site, see matrix on page 4.*
4. Review equipment submittal to gain knowledge in developing commissioning documentation.
5. Develop construction checklists for each system to be commissioned for the contractors' use.
6. Perform periodic site observation to obtain information on construction progress and quality. These observations will be made from an O&M perspective. Any deficiencies discovered will be brought to the attention of the commissioning team through the issuance of the Commissioning Log. *For total number of days on-site, see matrix on page 4.*

7. Develop functional test procedures and submit to the commissioning team for review and approval. These tests will be developed from the approved controls submittal and follow a detailed step-by-step procedure.
8. Backcheck 10% of the contractor’s HVAC test and balance report prior to commencing the system functional tests. *For total number of days on-site, see matrix on page 4.*
9. Witness and document the functional testing for each system to be commissioned. **The contractors will be responsible for operating their own systems under our direction.** Burns & McDonnell will verify all the equipment and systems to be commissioned, as listed below, and will submit reports for each appropriate test period and generate a Commissioning Log for each deficiency identified. The Commissioning Log will be submitted to the commissioning team for resolution and upon correction of the deficiency, be returned to the team for confirmation that the deficiency has been corrected. *For total number of days on-site, see matrix on page 4.*
10. Prepare and submit a final commissioning report including, but not limited to, the following information, Commissioning Plan, Executed Construction Checklists, Executed Functional Test Procedures, Executed Commissioning Log

Site Visit and Meeting Matrix

Task	# of Meetings / Days On-site
Scoping Meeting	1 meeting / telecom
Commissioning Kickoff Meeting	1 meeting / 1 trip
Site Observations/Meetings	4 days onsite/meetings/ 4 trips
TAB Backcheck	4 days onsite / 2 trips
Functional Testing– Option 1	20 days onsite / 4 trips
Total	29 days onsite / 11 trips

Assumptions, Exclusions and Additional Services

1. Burns & McDonnell will perform one test and one re-test for each system or piece of equipment as a part of basic services. Troubleshooting, subsequent retesting or retesting beyond that specified above can be performed as an additional service.
2. Meetings beyond those listed in the site visit and meeting matrix.
3. Extension of the Project Schedule beyond the date listed in the Project Description.
4. Commissioning of systems not included in the list of systems to be commissioned.
5. Participation in or review of Factory Acceptance Testing.
6. Participation in or review of Value Engineering.
7. Field verification of TAB beyond percentage stated above.
8. Field verification of existing as-built drawings provided by the Client.
9. Revisions to previously performed work and/or Cx documents as a result of changes to the original design.

10. Preparation of Commissioning Documents for alternates.
11. Overtime to achieve the schedule.
12. Review of substitutions to equipment and systems specified, as well as Cx coordination with alterations to Construction Documents for substitutions.
13. MEP systems startup attendance beyond allowance stated above.
14. MEP systems startup coordination.
15. Preparation of documents or attendance in the in the capacity of an expert witness.
16. Analyzing maintenance and operation costs.
17. Test, adjust, and balance work of HVAC.
18. Preparing equipment O&M manuals.
19. Contractor's Quality Control process.

Compensation:

For the commissioning services performed, Skanska shall pay Burns & McDonnell a LUMP SUM in the amount of **One Hundred Forty-Two Thousand Nine Hundred Forty Dollars and Zero Cents (\$142,940.00)**

Breakdown of Services for reference

Design Labor	\$ 31,885.00
Construction Labor – Estimate	\$102,515.00
Construction Expenses - Estimate	\$ 8,540.00
Total (Design & Construction)	\$142,940.00

We appreciate the opportunity to help make this project a success. If you have any questions, please contact me at 540-597-0442 or jesledd@burnsmcd.com.

Sincerely,



James E. Sledd, Jr., CCP, LEED AP BD+C
Associate, Manager of Commissioning



**COUNTY OF AUGUSTA, VIRGINIA
REQUEST FOR PROPOSAL**

Issue Date: December 15, 2022 **RFP #:** 22010-22-01

Title: Augusta County Courthouse Project
Professional Project Construction Management Firm

Location to submit Proposals:

County of Augusta, Finance Department
Attn: Mrs. Elana Sorrell, VCO, Senior Purchasing
Assistant 18 Government Center Lane
P.O. Box 590
Verona, VA
24482

Location of Work: 18 Government Center Lane
Verona, Virginia 24482

Proposals will be received subject to the conditions attached hereto until **2:00 P.M., January 12, 2023**, from qualified construction management firms to provide review and management services for design development and construction document review, and construction project management for a new Augusta County Courts Complex for Augusta County Courts and related functions.

Copies of Request for Proposals may be obtained by visiting the County's website, www.co.augusta.va.us, or eVA, <https://eva.virginia.gov/>.

All inquiries for information should be in writing and directed to: Elana Sorrell, Senior Purchasing Assistant at esorrell@co.augusta.va.us.

In compliance with this Request for Proposals and to all the Conditions imposed therein and hereby incorporated by reference, the undersigned offers agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Firm Name and Address:

Signature _____
Type/Print: _____

Telephone () _____
Fax () _____
Email: _____
Date: _____
Title: _____

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a 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.

Table of Contents for RFP # 22010-22-01

Section 1: RFP

Introductions.....	3
Introduction.....	3
Purpose.....	3
Procurement Schedule.....	3

Section 2: Statement of Needs.....3

General Requirements.....	3
Design Development & Site Plan Phase.....	4
Construction Document & Bidding.....	4
Construction Phase.....	4

Section 3: Detailed Submittal Requirements.....6

Proposal Preparation & Submittal Requirements.....	6
Submittal.....	6
RFP Response.....	6
Proposal Preparation.....	7
Proposal Organization Guidelines.....	8
Evaluation and Award.....	8
Pre-Proposal Conference.....	9

Section 4: Terms and Conditions.....10

General Terms & Conditions.....	10
Special Terms & Conditions.....	15

Attachments

- Appendix A - Cost Estimate
- Appendix B - Project Schedule

SECTION 1

INTRODUCTION

Augusta County, Virginia (County) will be constructing a new courthouse complex to include three court systems: Circuit, General, Juvenile & Domestic Relations, and related court functions. The new courthouse will be three floors and approximately 122,269 square feet. Moseley Architect (A/E) is currently contracted with the County for design development, construction plan development and bidding assistance. The schematic plan phase has been completed. Existing courts and related functions will move from Staunton, Virginia to Verona, Virginia. The courthouse design will meet Virginia's Courthouse Facilities Guidelines. The estimated construction budget is \$56 Million.

PURPOSE

It is the intention of the County to contract with a professional construction management firm to provide design and construction plan review and construction project management. The project should have at least one General Contractor and a Project Construction Managing (PCM) firm who will work within the General Contractor framework on behalf of the County. Qualified firms are invited and encouraged to submit competitive, sealed proposals to the County.

PROCUREMENT SCHEDULE

The expected procurement schedule is listed below. The County reserves the right to change the procurement schedule. If changes are made, Offerors will be notified by the County in the form of an addendum to this RFP, posted on eVA and the County's website.

Procurement Schedule	
12/15/2022	RFP released
12/29/2022	Deadline to submit questions and requests for clarification on the RFP by 5:00 PM (EST)
1/5/2023	Answers to submitted questions provided via addenda
1/12/2023	Proposals due – 2:00 PM (EST)
1/30-2/3/2023	Proposal Review and Interviews
2/3-2/10/2023	Negotiations
2/14/2023	Board of Supervisors Agenda Deadline & Notice of Intent to Award
2/22/2023	Board of Supervisors Consideration
2/23/2023	Notice of Award
2/24/2023	Contract Signing

SECTION 2

STATEMENT OF NEEDS

The selected firm shall be responsible for the duties listed below. Included in Appendix A is the project budget including \$56 Million for construction and \$24 million in other project expenses (Total budget \$80 million). Appendix B includes the tentative schedule for design development through bidding

General Requirements

1. The County seeks a Project Construction Manager (PCM) to assist with the project and manage construction on behalf of the County and assist with completing the project on time and within project budget.
2. The County has identified a Project Administrator who will be the primary contact for the PCM.

3. The PCM will provide and maintain qualified, on-site field staff for construction sufficient to manage the project requirements and in compliance with the contract documents.
4. The PCM will develop a project construction strategy. Analyze project requirements and develop a preconstruction and construction strategy that address requirements for function, cost, quality, time and logistics.
5. Provide a monthly report to the Project Administrator that provides summary and detailed status of schedule, budget and current issues as well as recommended actions.
6. Other duties as determined by the County and agreed to by the selected PCM.

Design Development and Site Plan Phase

1. Assist the County with updating the project schedule based on PCM review and required activities.
2. Review design development submittals for constructability, availability of materials, cost, schedule, logistics or other concerns and offer appropriate comments and/or corrective actions to the County. PCM will meet with the County and A/E to discuss suggested changes. The intent is to minimize the number of change orders, promote quality and cost effectiveness. The PCM will come on board at approximately 75% completion of design development.
3. During design development phase, perform minimum of one (1) value-engineering study. PCM shall generate a report including recommendations on the selection of systems and construction details and finishes. The report shall be sent to the County. The PCM will meet with the County and A/E to discuss
4. Attend design review meetings with the County conducted by the A/E. Offer suggestions to County and A/E, as needed.
5. Review site plan submittals and offer appropriate comments to the County. Identify concerns and recommend corrective actions. Site plans will be submitted at 65% with various submissions and reviews until final approval is received. The site plan phase includes survey, environmental, geotechnical assessments, construction documents, and approvals from local and state agencies.

Construction Documents and Bidding

1. Review all standard documents for construction, including general and special conditions provided by A/E and recommend changes to the County. Meet with the County and A/E as requested.
2. Assist the County in formulating construction contract documents for bid packages and define the role of the PCM during the construction phase.
3. Assist in developing contract language to be included in the County's construction contract requiring the scheduling and monitoring of work progress.
4. Attend and assist with the pre-bid meeting.
5. Identify potential contractors and suppliers and develop their interest in bidding the project to insure a competitive bidding environment. The PCM will investigate potential bidders and suppliers to determine their ability to meet project requirements.
6. If requested by the County, perform a second value-engineering exercise in order to reduce the successful bidders bid cost to meet budget.

Construction Phase

1. Oversee, administer and coordinate work during the entire construction phase on behalf of the County. The PCM will be the point of contact for the general contractor for purposes of coordination.
2. Develop a construction project schedule in consultation with the County that establishes duration and responsibility for all major activities during all phases of the project.

3. The PCM shall conduct, at appropriate milestones, project coordination meetings and meeting with the superintendents to coordinate construction and for establishing and monitoring long-range coordination milestones for the project. From the project meetings, PCM will prepare and distribute minutes in a timely manner. The County and A/E shall be included in these meetings.
4. The PCM shall verify that each contractor's jobsite resources are adequate for maintaining the project schedule. The PCM shall report conditions that adversely affect the schedule to the County with recommendations for corrective action.
5. Monitor and report on progress of all construction phases. Update project schedule monthly and notify the County and the A/E of any delays or problems, and recommend any corrective action necessary to meet the schedule.
6. Conduct pre-construction conferences with consultation from the County and A/E. The meeting(s) shall include a review of project management, project schedule, and project procedures. PCM shall maintain records of the meetings.
7. The PCM will maintain current and orderly records for all construction documents including contracts, drawings, specifications, submittals, samples, schedules, correspondence, meeting minutes, catalog data, directives, change orders, etc.
8. The PCM will establish and maintain an accurate and up-to-date construction cost accounting system (budget) for this project that identifies all costs, including construction cost, consulting fees related to construction, permit fees, testing and inspection fees, furnishings, equipment, inflation and contingencies. A detailed construction budget has been developed at schematic plan phase. This budget will be the basis for moving forward until completion of the project. Maintain, track and report to the County the status of the total project costs. Identify any shortfalls and provide recommended actions for adjustment.
9. Review all revised estimates by A/E and/or contractors and make recommendations in order to meet budget and schedule.
10. PCM will perform daily inspections of all work and maintain a daily log documenting the progress of the project, performance of the contractor(s) and any significant events or problems. These shall be submitted weekly to County. This includes photographic and video records by the PCM at appropriate milestones, which will be received when requested, and at the end of construction.
11. Verify that Prime Contractor(s) maintain the required insurance policies for the project, including builder's risk, general liability, etc. Any insurance maintained by the construction manager as sole beneficiary shall be at the expense of the PCM. All insurance certificates will be held by the County.
12. Coordinate and enforce contractor general condition items throughout the project duration. These may include field trailers, fencing, project security, temporary utilities, construction cleaning, etc.
13. Direct a contractor's submittal program (shop drawings, etc.), review submittals for coordination requirements, accuracy and completeness, maintain copies of shop drawings at the site, monitor and expedite the submittal of as-builts, include key submittals in scheduling activities Critical Path Method (CPM), verify contractor's compliance with shop drawings and submittals, coordinate submittal review and approval with the A/E. Inspect the work to assure conformance.
14. Verify compliance with contract requirements and coordinate and give notice for all required construction quality control testing.
15. The PCM in consultation with the County, will develop and implement a system to review and process change orders. The PCM will insure the validity of change orders, review the cost of change orders, and negotiate the cost of change orders with the contractors on behalf of the County. PCM shall obtain final approval from the County. The PCM will consult with the A/E as necessary.

16. The PCM will monitor the safety program developed by each contractor, record any safety violations, and make recommendations for improving safety conditions.
17. The PCM will review and recommend to the County, the contractor's application for payment based on compliance with schedule, quality, cost and percentage of work complete.
18. The PCM will determine the requirements and make recommendations for third-party inspections and testing, and facilitate on behalf of the County. The PCM, in consultation will assist the County on timing to secure third-party inspectors whether through the PCM or County procurement. PCM will assist in the selection of third-party inspection and testing agencies, review inspection and testing reports, and make recommendations regarding the results of inspections and testing activities and coordinate corrective measures with the general contractor.
19. The PCM will manage claims/dispute resolution system. The system will include a claim/dispute log to be furnished to the County monthly. The PCM shall also facilitate any settlement, mediation, and alternative dispute resolution actions required in consultation with the County.
20. The PCM, in consultation with the County, will develop a detailed program of close-out activities in compliance with the contract documents. This includes a list of deficiencies (punch list) and will coordinate all corrective action by contractors. The program will include a close-out schedule, inspections, testing, start-up procedures, warranty processing, occupancy, resolution of change orders, and recommendations for payment of retainage. The A/E will be included in the project close out.
21. The PCM will coordinate, monitor, and document testing, calibration, and start-up of all equipment and building systems and will coordinate training with the County staff.
22. The PCM will collect and catalog all operating and instruction manuals for equipment and building systems. The PCM will collect, log, review, and submit to the County all warranty documentation.
23. The PCM will submit all project documentation including files, records, drawings, submittals, samples, and other information to the County in an organized and usable form.
24. The PCM will coordinate the warranty work by contractors to insure that their obligations are fulfilled in a timely manner.
25. The PCM, upon completion of the project, will be responsible for certifying that, to the best of his professional knowledge, the building conforms to the approved plans, specifications, and shop drawings.

SECTION 3

PROPOSAL PREPARATION AND SUBMITTAL REQUIREMENTS

SUBMITTAL

Proposals will be received at or before the date, hour and place stipulated on the cover page. Note that the Finance Department is located on the lower level of the Government Center. It is the firm's responsibility for proposals to arrive at the requested location.

Location to submit Proposals: Mrs. Elana Sorrell, VCO, Senior Purchasing Assistant
Finance Department
18 Government Center Lane
Verona, VA 24482

RFP RESPONSE

- a. Each Offeror must include the cover page of this RFP, signed by an authorized member of the Offeror's company/firm. This member should be the highest-ranking officer with signature authority at the local level. One (1) original and (5) copies of the proposal must be submitted in 3-ring binders with tab separators. Offerors must include a digital version in a USB or jump drive format. One electronic copy must be a redacted version, excluding any proprietary or confidential information. Proposals should be as thorough and detailed as possible so that the County may properly evaluate the offerors capabilities to execute the

statement of needs. Do not email the electronic file.

- b. Each Offeror shall assume full responsibility for timely delivery to the location designated for receipt of proposals. The County does not accept USPS, UPS, FEDEX or other carrier deliveries on weekends, holidays or outside of our normal business hours of 8 a.m. to 5 p.m. Eastern Standard Time. Proposals received after the established date and time for receipt, will not be opened. Proposal revisions after the date and time specified, herein, shall not be considered.

PROPOSAL PREPARATION

- a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the County requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the County. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements, as defined under Proposal Organization Guidelines, are presented in the RFP. Section, article and paragraph headings contained within this Request for Proposals have been inserted only as a matter of convenience and for reference, and they in no way define, limit, or describe the scope or intent of any term, condition or provision of this Request for Proposals. All pages of the proposal should be numbered. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of all data, materials, and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of Virginia Code § 2.2-4342(F), in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable.
- g. All costs of proposal preparation and presentation shall be borne by each offeror. The County is not liable for any cost incurred by the offeror prior to issuance of a contract.

PROPOSAL ORGANIZATION GUIDELINES

Offerors are instructed to organize Proposals in a tabbed format in the following order. **The County expects that Offerors will include additional proposal content beyond simply completing the information provided through this RFP.**

Proposal Tab No.	Proposal Section
Tab 1	Transmittal Letter, RFP Cover Page & Addenda (if any)
Tab 2	Table of Contents
Tab 3	Introduction of the Firm
Tab 4	Statement of Understanding
Tab 5	Project Approach and Implementation Methodology
Tab 6	Organizational Chart
Tab 7	Resumes
Tab 8	References and Experience
Tab 9	Non-Binding Cost Estimate

Tab 1 – This tab is to include a transmittal letter, a signed copy of the RFP cover page and any addenda.

Tab 2 – This tab is to include the Table of Contents.

Tab 3 – This tab is to include an introduction of the firm, giving a brief history of the firm, its location, and the locations of any satellite offices, including sub-consultants intended to provide services under the proposal.

Tab 4 – This tab is to include the Statement of Offeror’s Understanding of the services to be provided under this RFP. In addition, the offeror must give assurance that this contract will be fulfilled on time.

Tab 5 – This tab is to include the Offeror’s description of the proposed approach for providing the services described in the RFP, including working with the County, A/E, and Contractor. Additionally, include detail to providing status reporting and project management processes/responsibilities thought the course of the project (i.e. Scope Management, Schedule Management, Rick Management, Quality Management and Communication Management.)

Tab 6 – This tab is to include the organization chart of key proposed personnel, including subcontractors and reporting structure of the entire team.

Tab 7 – This tab is to include resumes of team members. The County anticipates that any staff assigned to the Project will remain assigned to the Project, unless the County deems the services to not meet expectations at which point the Contractor and County will work together to remedy such non-conforming services. If Offeror assigns new team member at any time during the duration of the project, the County will be notified and presented with the same information for the new team member as required within this section.

Tab 8 - Experience of the firm and team members with similar projects. Additional references may be submitted as an attachment to show depth of client base and number of projects within the past five years. This includes clients that are currently in the process of construction.

Tab 9 - The County may request a non-binding cost estimate of services to be provided under this RFP.

EVALUATION AND AWARD

Contract will be awarded to the most responsive and responsible offerors whose proposals are deemed most advantageous to the County. The County reserves the right to accept the proposals, which in its judgment, will best serve the interests of the County. Following the receipt of proposals, a committee will review the proposals received and rate the proposals based on the qualifications and directly applicable experience of each offeror and individuals making up the project team. Particular attention will be paid by the County in the selection process to similar projects and instances where individual team members have worked together.

The County's evaluation criteria will include the following:

Criteria	Max Points
Firm's approach/procedures to the project including the firms approach to working with the County, A/E, and contractor	25
Qualifications and experience of the firm in performing similar projects	20
Experience and qualifications of key individuals to be assigned to the work	20
Firm's demonstration of the understanding of the tasks required	20
Overall quality and completeness of proposal	15

When all proposals received have been reviewed and rated, the County anticipates that interviews will be conducted with top offerors based on the evaluation criteria. Once these interviews have been conducted, the offerors final ranking will be based on proposal content and the interview. The County, at that time, will begin negotiations with the firm ranked first. If a contract cannot be negotiated, that is both economical and advantageous to the County, negotiations will be terminated and the County will begin negotiations with the firm ranked second. Negotiations will proceed with firms in their ranked order until a contract has been awarded.

In the event that a single offeror is uniquely qualified, or clearly more highly qualified than other offerors offering proposals for this service, the County may so state this fact, give a reasonable explanation for this decision and enter into negotiations with the uniquely qualified offeror.

The County reserves the right to reject any and all proposals and to waive any informality or technical defects if, in its judgment, the best interests of the County will be serviced as specified in Virginia Code §2.2-4319.

The County will provide public notice announcing its decision to award the contract by posting the Notice of Intent to Award on the County website, Virginia's eProcurement portal, and by emailing the notices to all offerors submitting a proposal.

PRE-PROPOSAL CONFERENCE

At this time, it is believed that a formal pre-proposal conference is not required. You may visit the project location at the Augusta County Government Center, 18 Government Center Lane, Verona Virginia. The project site is the current Blue Ridge Community College Truck Driving School located at the end of Government Center Lane and to the north.

Information on the Courthouse can be obtained from the County's website: [Courthouse Project | Augusta County, VA](#)

Should there be questions, please contact Elana Sorrell, Senior Purchasing Assistant, esorrell@co.augusta.va.us or (540)245-5741.

SECTION 4

GENERAL TERMS AND CONDITIONS

A. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the County of Augusta, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the County. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

B. **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia, § 2.2-4343.1E*).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any 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.
 - b. 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.
 - c. 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.
 - d. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.
 - e. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
 - f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- C. **ETHICS IN PUBLIC CONTRACTING**: By submitting their Proposals, Offerors certify that their Proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offerors, supplier, manufacturer or subcontractor in connection with their Proposal, and that they have not conferred on any public employee having official responsibility for this 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 was exchanged.
- D. **IMMIGRATION REFORM AND CONTROL ACT OF 1986**: Applicable for all contracts over \$10,000: By entering into a written contract with the County of Augusta, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the County, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- E. **DEBARMENT STATUS**: By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia
- If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.
- F. **ANTITRUST**: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the County of Augusta all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the state of Virginia, relating to the particular goods or services purchased or acquired by the County of Augusta under said contract.
- G. **MANDATORY USE OF COUNTY FORM AND TERMS AND CONDITIONS FOR RFPs**: Failure to submit a proposal on the official form provided for that purpose may be a cause for rejection of the proposal. Modification of, or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the County reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- H. **CLARIFICATION OF TERMS**: If any prospective Offerors has questions about the specifications or other solicitation documents, the prospective Offerors should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- I. **PAYMENT**:
1. **To Prime Contractor**:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. **Unreasonable Charges**. Under certain emergency procurements and for most time and material

purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the County shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351.,. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

a. Within seven (7) days of the contractor's receipt of payment from the County, a contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the County, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the County.

3. Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

J. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-DISCRIMINATION*, *ETHICS IN PUBLIC CONTRACTING*, *IMMIGRATION REFORM AND CONTROL ACT OF 1986*, *DEBARMENT STATUS*, *ANTITRUST*, *MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS*, *CLARIFICATION OF TERMS*, *PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

K. **QUALIFICATIONS OF Offerors:** The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offerors to perform the services/furnish the goods and the Offerors shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The County further reserves the right to reject any Proposal if the evidence submitted by, or investigations of, such Offerors fails to satisfy the County that such Offerors is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

L. **TESTING AND INSPECTION:** The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

M. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the County.

N. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or

services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
- c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the dispute's provisions of the County of Augusta *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

O. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.

P. **TAXES:** Sales to the County of Augusta are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes.

If sales or deliveries against the contract are not exempt, the contractor shall be responsible for the payment of such taxes unless the tax law specifically imposes the tax upon the buying entity and prohibits the contractor from offering a tax-included price.

Q. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict 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 the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Offerors is responsible to clearly and specifically identify 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 nonresponsive. Unless the Offerors clearly indicates in its Proposal that the product offered is an equivalent product, such Proposal will be considered to offer the brand name product referenced in the solicitation.

- R. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all coverage will be provided by companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the County of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The County of Augusta shall be added as an additional insured to the policy by an endorsement.
4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the County is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third-party owner of such motor vehicle.)

Profession/Service	Limits
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.) <i>Code of Virginia</i> § 8.01-581.15	
https://law.lis.virginia.gov/vacode/title8.01/chapter21.1/section8.01-581.15/	
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

- S. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice in eVA (www.eva.virginia.gov) and the County's webpage for a minimum of 10 days.

- T. **DRUG-FREE WORKPLACE:** Applicable for all contracts over \$10,000:
 During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in

connection with a specific contract awarded to a contractor, 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.

- U. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- V. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.
- W. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.
- X. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

SPECIAL TERMS AND CONDITIONS GOODS AND NONPROFESSIONAL SERVICES

- A. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- B. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event of such termination the Contractor shall be compensated for services and work prior to termination.
- C. **BEST AND FINAL OFFER (BAFO):** At the conclusion of negotiations, the offeror(s) may be asked to submit in writing, a Best and Final Offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the offeror(s). The offeror's proposal will be rescored to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.
- D. **FINAL INSPECTION:** At the conclusion of the work, the contractor shall demonstrate to the authorized owners/representatives that the work is fully operational 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.
- E. **INDEMNIFICATION:** Contractor agrees to indemnify the County, its officers, agents, and employees for any loss, liability, cost, or reasonable settlement cost incurred as a result of any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by

the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

- F. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency 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.
- G. **WARRANTY (COMMERCIAL):** The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation and rights and remedies permitted under applicable law. A copy of this warranty should be furnished with the proposal.
- H. **PRODUCT AVAILABILITY/SUBSTITUTION:** Substitution of a product, brand or manufacturer after the award of contract is expressly prohibited unless approved in writing by the Contract Officer. The Agency may, at its discretion, require the contractor to provide a substitute item of equivalent or better-quality subject to the approval of the Contract Officer, for a price no greater than the contract price, if the product for which the contract was awarded becomes unavailable to the contractor.
- I. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

AUGUSTA COUNTY COURTS COMPLEX - Verona, VA
GOOD FAITH ESTIMATE

December 13, 2022

Appendix A

		VERONA		
CONSTRUCTION COSTS				
New Construction	122,269	SF	\$404	\$49,393,174
New Construction Sally Port Under Building				\$0
Demolition		LS		\$142,827
Site Work (Parking, Sidewalks, and Fencing)	15.00	acres	\$305,842	\$4,587,626
Site Work - Dick Huff Lane Improvements		LS		\$111,727
Site Work utilities		LS		\$2,244,490
Temporary - Modular Construction - Renovation				\$0
Temporary Modular Construction - Demobilize				\$0
Temporary Site Work (Parking, Sidewalks, and Fencing)				\$0
Temporary Utilities				\$0
Construction Cost Subtotal *INCLUDES ESCALATION TO THE MIDPOINT OF CONSTRUCTION				\$56,479,844
OTHER COSTS				
Furniture Allowance	122,269	SF	\$30	\$3,668,070
Arch/Eng Design Services		LS		\$5,005,867
Floodplain Study Services				\$0
Environmental Services				\$0
Construction inspections, testing, commissioning, 3rd party verification		LS		\$4,825,907
Data/Telephone Line Installation	\$49,393,174	Bldg \$	2.0%	\$987,863
Moving Expenses		LS		\$20,000
Clerk of Works	\$56,479,844	Cons \$	3.0%	\$1,694,395
Permitting & Utility Connection Fees		LS		\$69,500
Temporary - Lease of Modular Units				\$0
Temporary - Arch/Eng Design Services				\$0
Temporary - Construction inspections, testing, commissioning, 3rd party verification				\$0
Temporary - Data/Telephone Line Installation				\$0
Temporary - Moving Expenses				\$0
Temporary - Clerk of Works				\$0
Temporary - Permitting & Utility Connection Fees				\$0
Other Costs Subtotal				\$16,271,603
Project Cost Subtotal				\$72,751,447
Recommended Project Budget Contingency (10%)			10.0%	\$7,275,000
TOTAL BY LOCATION				\$80,026,447
ROUNDED				\$80,000,000

AUGUSTA COUNTY, VA

NEW COURTHOUSE

PROJECT NO. 582177

PROJECT SCHEDULE

November 27, 2022; Revised 12/2/2022, 12/13/2022, 12/14/2022

	Activity Duration (calendar days)	Completion Date
Programming/Conceptual/Schematic Design (43 weeks)		
Kick off meeting	0	Friday, March 18, 2022
County Courthouse Committee kick-off meeting	4	Tuesday, March 22, 2022
Court order space needs deadline (provide to counsel for review)	23	Thursday, April 14, 2022
Court order schematic design deadline (provide to counsel for review)	56	Thursday, June 9, 2022
If Commonwealth disagrees meet to resolve on this day	14	Thursday, June 23, 2022
BOS resolution for petition filing	0	Thursday, June 23, 2022
County court filing (petition & order) (8/19/22 deadline)	0	Thursday, June 23, 2022
Advertising requirements	0	Thursday, June 23, 2022
<i>Counsel present order approving SD, or joint notice of unresolved issues - 8/18/22 hearing</i>	14	Thursday, July 7, 2022
Hearing if needed	7	Thursday, July 14, 2022
Float time	21	Thursday, August 4, 2022
Deadline for making information public	35	Thursday, September 8, 2022
Election	61	Tuesday, November 8, 2022
File certified copy of order proclaiming election results for schematic	29	Wednesday, December 7, 2022
Commonwealth counsel and BOS counsel present consent order - process and schedule	7	Wednesday, December 14, 2022
Notice to Proceed (following BOS Meeting)	29	Thursday, January 12, 2023
Early Notice to Proceed for survey, Design Development contingent upon an emailed, limited Notice to Proceed on December 12, 2022	-9	Tuesday, January 3, 2023
Design Development (14 weeks)		
Meeting with County Building Official (starts at Notice to Proceed)	6	Wednesday, January 18, 2023
Meeting with Facilities Director	0	Wednesday, January 18, 2023
Design Development to 50% complete	14	Wednesday, February 1, 2023
Meeting with County staff to review 50% DD documents	7	Wednesday, February 8, 2023
HIRING OF PCM (proj const mgr) (Hard date)		Wednesday, March 1, 2023
Design Development to 75% complete	14	Wednesday, February 22, 2023
Design Dev to 100% complete; Submit DD to Est and County	21	Wednesday, March 15, 2023
Submit DD to Commonwealth	0	Wednesday, March 15, 2023
Prepare Design Development cost estimate; Submit DD Est	14	Wednesday, March 29, 2023
Value engineering by PCM (start at submittal to Cost est)	14	Wednesday, April 12, 2023
Comments on DD from Commonwealth	0	Wednesday, April 12, 2023
County Review Design Development and Issues Approval	7	Wednesday, April 19, 2023
Site Plan Preparation and Review (40 weeks) (VDOT, Community Development Routing Process,)		
<i>Survey, Environmental, and Geotech Assess (Start at Early NTP)</i>	45	<i>Friday, February 17, 2023</i>
<i>~ (Phase 1 ESA - Jan 1 to Jan 15, 2022)</i>		
<i>~ (Topo Survey - Jan 9 to Jan 16, 2022)</i>		
<i>~ (TIA - Jan 15 to Feb 15, 2022 plus 45 to 60 day review by VDOT)</i>		
<i>~ (Geotech - Jan 15 to Jan 22, 2022)</i>		
<i>Site plan Pre-submission Meeting (Starts at NTP)</i>	6	<i>Wednesday, January 18, 2023</i>
Site Plan 65% Design	54	Monday, March 13, 2023
Site Plan 65% Owner Review (Print for DD Review)	7	Monday, March 20, 2023
Site Plan Construction Documents	60	Friday, May 19, 2023
Site Plan 1st Submission	0	Friday, May 19, 2023
Site Plan 1st Review	45	Monday, July 3, 2023
Incorporate Comments and 2nd Submission (print for QC review)	28	Monday, July 31, 2023
Site Plan 2nd Review (print for Building Permit review)	28	Monday, August 28, 2023
Incorporate Comments and 3rd Submission	14	Monday, September 11, 2023
Site Plan Final Review	28	Monday, October 9, 2023
Site Plan Approval	0	Monday, October 9, 2023
Construction Documents (19 weeks)		
<i>Construction Docs to 50% complete (start at County DD approval)</i>	49	<i>Wednesday, June 7, 2023</i>
Construction Documents to 75% complete	21	Wednesday, June 28, 2023
Quality Control Review printing/100% Construction Documents	28	Wednesday, July 26, 2023
Submit CD to Commonwealth	0	Wednesday, July 26, 2023
Complete QC Review/incorporate review comments	21	Wednesday, August 16, 2023
Comments on CD from Commonwealth	0	Wednesday, August 16, 2023
Prepare Construction Documents cost estimate	0	Wednesday, August 16, 2023
Submit Owner Review Set	0	Wednesday, August 16, 2023
County Review Const Docs, Approves; Submit for Building Permit	14	Wednesday, August 30, 2023
Building Permit Review (7 weeks)		
Building permit review	21	Wednesday, September 20, 2023
Resolve, incorporate comments, complete Construction Docs	7	Wednesday, September 27, 2023
Resubmit drawings with comment responses	5	Monday, October 2, 2023
Building Permit approval	14	Monday, October 16, 2023
Bidding and Negotiation (17 weeks)		
Bid advertisement	2	Wednesday, October 18, 2023
Bidding receipt and opening	28	Wednesday, November 15, 2023
Negotiations	44	Friday, December 29, 2023
BOS action following BOS meeting	26	Wednesday, January 24, 2024
Award construction contract	7	Wednesday, January 31, 2024
Construction Administration (18 mos construction NTP to SC + 2 months to Final and furniture/move)		
Issue Notice to Proceed for construction	0	Wednesday, January 31, 2024
Substantially complete construction	548	Friday, August 1, 2025
Complete furniture installation and move-in	60	Tuesday, September 30, 2025

Items in **bold** are fixed datesItems in *italics* are not in sequence with activity directly above and are controlled by other task



**COUNTY OF AUGUSTA
STAFF REPORT**

AGENDA SECTION: VERONA COMMUNITY FOOD PANTRY

DEPARTMENT:

STAFF MEMBER:

DATE OF REQUEST:

REQUESTED ACTION FOR THE BOARD OF SUPERVISORS:
consider request

EXECUTIVE SUMMARY:



**COUNTY OF AUGUSTA
STAFF REPORT**

AGENDA SECTION: VERONA COMMUNITY FOOD PANTRY

DEPARTMENT:

STAFF MEMBER:

DATE OF REQUEST:

REQUESTED ACTION FOR THE BOARD OF SUPERVISORS:

Consider revision.

EXECUTIVE SUMMARY:

ATTACHMENTS:

[Verona Food Pantry.pdf](#)

Food Pantry Information – March 13, 2023

Current Lease Execution Date – July 1, 2014

Current space – 15,399 SF

Term – one year beginning July 1, 2014, terminating on June 30, 2015

Renewal – Automatically year to year.

Lease amount – \$21,540 per year – BOS has subsidized the amount in its annual budget. If BOS does not subsidize, or approves to subsidize a partial amount, the Food Pantry is responsible for the difference. The BOS has always subsidized 100% of the lease amount.

Maintenance – County (plumbing, electrical, mechanical, pest) – repair and replace

Utilities – County contributes to cost of electricity and natural gas. By lease, Food Pantry should pay for any amount over \$14,000 for electric and any amount over \$4,000 for gas. The County has not asked for reimbursement because the amount for gas plus electricity has not been over \$18,000 combined. This needs to be corrected in any new lease.

Past Expenditures:

Year	2020	2021	2022	Average
Gas	\$2,408	\$3,440	\$6,530	\$4,126
Electric	\$7,149	\$6,900	\$8,583	\$7,544

HVAC Unit in Question – The Food Pantry installed two HVAC units for the Food Pantry Space in 2011. The heat exchanger has gone bad and the unit needs to be replaced. The Food Pantry paid \$22,259 for the original unit. Today it costs \$39,885. Currently, there is \$18,127 in the capital account for the depreciated amount. Funding is needed for the remanding \$21,728.

Request – The Food Pantry request that upon a donation of \$10,000 towards a new HVAC unit, the County be willing to commit to a 5-year lease versus year to year with an option for an additional 5 year period. This would commit the County to a 10-year period from July 1, 2023 to June 30, 2033.



P. O. Box 187 Verona, Virginia 24482 (540) 430-2844 vcfp15@gmail.com

March 9, 2023

To: Candy Hensley

From: Cecil Wright

This is in response to our meeting yesterday with you, Rusty Sprouse, Ike Moore and myself. This meeting was to address a request from the County asking whether the Verona Community Food Pantry could assist monetarily for \$20,000 to replace the east unit on the north end of the building which we occupy.

Both parties recognize that based on our contract, that a replacement of this nature would be the responsibility of the County. However, the pantry recognizes the great contribution that the County has made over the years and has also considered that as a part of our decision to this request.

The Verona Community Food Pantry is proposing to donate \$10,000 to the County toward the replacement of a new HVAC unit as mentioned above. With this contribution and/or any other future requests that may arise, we feel a review of the current contract would be appropriate and any changes that may need to be updated. We would request a new contract for five (5) years with an option of an additional five (5) year option for the pantry's planning for the future. This is not committing to any future funds request. Any future requests will only be addressed on an individual basis.

If this proposal is acceptable, perhaps you and I can review what possible changes or considerations that may need to be looked at in an updated review. Thanks again for the County's commitment to the pantry and our communities in meeting the nutritional needs of all our clients.

Sincerely,

Cecil M. Wright, President

PROPOSAL

CUSTOMER: AUGUSTA COUNTY GOVT CENTER

PROJECT DESCRIPTION: FOOD PANTRY 15 TON UNIT REBUILD/REPLACE

ATTN: RUSTY SPROUSE

DATE: 1/31/2023

LOCATION:

Subject to acceptance within 30 days and to all conditions on the enclosed document. Proposal is not all inclusive and is based on the below scope of work only.

INCLUDED

- **OPTION 1--- REPLACEMENT OF EXISTING TRANE 15 TON GAS FIRED/A/C UNIT WITH EQUAL TRANE 15 TON UNIT.**
 - **UNIT TO INCLUDE- HINGED ACCESS DOORS, HAIL GUARDS, HIGH HEAT OPTION GAS FIRED, 5 YEAR WHOLE UNIT PARTS WARRANTY**
 - **PROVISION OF SUBCONTRACTED CRANE TO REMOVE EXISTING AND INSTALL NEW**
 - **NEW DUCT MODIFICATION AS REQUIRED**
 - **NEAR UNIT GAS AND ELECTRICAL CONNECTIONS**
 - **NEW THERMOSTAT**
- **OPTION 2---REPLACEMENT OF HEAT EXCHANGER IN EXISTING UNIT**
 - **TO INCLUDE, NEW HEAT EXCHANGER, INDUCED DRAFT MOTOR AND ASSEMBLY, AND IGNITOR**

heat exchanger broke

EXCLUDED

-

GENERAL EXCLUSIONS unless otherwise noted

- Off hours work or overtime due to schedule or due to work in occupied areas.
- Building and site modifications including, but not limited to: (1) Floor, ceiling and wall work such as removal, penetrations, or replacement. (2) Structural work such as modifications to building to support or make way for equipment, steel or framing and lintels. (3) Any roofing, flashing, and wood under curbs or roof curbs if metal roof. (4) Concrete work. (5) Additions such as walls, chases, rooms, furring or access doors to enclose plumbing or mechanical system components. (6) Any painting, patching, paint removal, or caulking. (7) Rock excavation. (8) Exterior water and sewer line work or modification. (9) Roof drainage and storm piping. (10) Painting of any exterior gas pipe. (11) Fire protection, fire alarms, or sprinkler systems. (12) Equipment platforms, pads, or raises. (13) Upsizing of services, meters, availability fees.
- Renovation work or demolition including, but not limited to: (1) Any asbestos removal or remediation. (2) Relocation or modification of existing pipelines or ductwork in way of new construction.
- Architectural Components including but not limited to: (1) Vanity tops or bases. (2) Bath accessories of any kind. (3) Architectural finish, platforms, and access or guardrails for equipment.
- Construction measures including but not limited to: (1) Temporary cooling or heating including utilities or fuel. (2) Barricades/dust partitions. (3) Any infection control methods. (4) Performance and payment bond. (5) Cleaning beyond the quality of broom sweeping. (6) Coordinated sketches/drawings, or any drawings other than basic plumbing or mechanical drawings. (7) If such exists, determined pricing presumes that a floor plan in AutoCAD system format will be provided.
- Repair, modification, or replacement of any existing components, unless noted, due to any condition(s) previous to start date of work. This includes, but is not limited to: (1) HVAC equipment/ductwork service or cleanup. (2) Refurbishing of previously existing plumbing equipment or fixtures.
- Electrical work including: (1) Power wiring, starters, and disconnects. (2) All or any other electrical work other than the controls associated with supplied equipment of the job.
- Pricing reflects estimating documents and presumptions based on conversation, site visit, and other specifications. Any changes to specifications, site conditions, or equipment availability may result in additional charges. If included, any crane services are priced based on any specific locations(s) and equipment availability as previously planned. Unless specifically included, any required commercial kitchen hood is excluded from design build scope.
- Any services above and beyond local code requirements, such as LEED.

Owner shall purchase and maintain all risk insurance upon the full value of the entire work and/or materials delivered to the job site which shall include the interest of seller.

Pricing is for the above scope in its entirety.

TOTAL ESTIMATE in US dollars OPTION A---\$39,855

OPTION B--- \$9,935

SELLER: YOUNG’S MECHANICAL SOLUTIONS

by: Jake Young

TERMS: net 30 days, monthly billing

The undersigned, as purchaser, accepts this proposal and all terms and conditions as a binding contract subject only to the approval of the credit of the buyer by the seller which shall not be unreasonably withheld.

Company _____ **Date** _____

By _____ **Title** _____

CONDITIONS OF PROPOSAL

ACCEPTANCE OF THIS PROPOSAL BY BUYER SHALL BE ACCEPTANCE OF ALL TERMS AND CONDITIONS RECITED HEREIN WHICH SHALL SUPERSEDE ANY CONFLICTING TERM IN ANY OTHER CONTRACT DOCUMENT. BUYERS AGREEMENT HERewith SHALL BE EVIDENCED BY BUYERS SIGNATURE HEREON OR BY PERMITTING SELLER TO COMMENCE WORK FOR PROJECT. ANY OF THE BUYERS TERMS AND CONDITIONS IN ADDITION OR DIFFERENT FROM THIS PROPOSAL ARE OBJECTED TO AND SHALL HAVE NO EFFECT.

1. NO PROVISION OF THIS AGREEMENT SHALL SERVE TO VOID THE SELLERS ENTITLEMENT TO PAYMENT FOR PROPERLY PERFORMED WORK OR SUITABLE STORED MATERIALS.
2. FINAL PAYMENT SHALL BE DUE THIRTY (30) DAYS AFTER THE WORK DESCRIBED IN THE PROPOSAL IS SUBSTANTIALLY COMPLETED.
3. ALL SUMS NOT PAID WHEN DUE SHALL BEAR INTEREST AT THE RATE OF 1.5% PER MONTH OR THE MAXIMUM LEGAL RATE PERMITTED BY LAW, WHICHEVER IS LESS; AND ALL COSTS OF COLLECTION, INCLUDING REASONABLE ATTORNEYS' FEES SHALL BE PAID BY BUYER.
4. NOTHING IN THIS SUBCONTRACT AGREEMENT SHALL REQUIRE SELLER TO CONTINUE PERFORMANCE IF TIMELY PAYMENTS ARE NOT MADE TO SELLER FOR SUITABLY PERFORMED WORK.
5. NO BACK CHARGES OR CLAIM OF THE BUYER FOR SERVICES SHALL BE VALID EXCEPT BY AN AGREEMENT IN WRITING BY THE SELLER BEFORE THE WORK IS EXECUTED, EXCEPT IN THE CASE OF THE SELLERS FAILURE TO MEET ANY REQUIREMENT OF THE SUBCONTRACT AGREEMENT. IN SUCH EVENT, THE BUYER SHALL NOTIFY THE SELLER OF SUCH DEFAULT, IN WRITING, AND ALLOW THE SELLER REASONABLE TIME TO CORRECT ANY DEFICIENCY BEFORE INCURRING ANY COST CHARGEABLE TO THE SELLER.
6. SELLER SHALL BE GIVEN REASONABLE TIME IN WHICH TO MAKE DELIVERY OF MATERIALS AND/OR LABOR TO COMMENCE AND COMPLETE THE PERFORMANCE OF THE CONTRACT.
7. SELLER SHALL NOT BE RESPONSIBLE FOR DELAYS OR DEFAULTS WHERE OCCASIONED BY ANY CAUSES OF ANY KIND AND EXTEND BEYOND ITS CONTROL, INCLUDING BUT NOT LIMITED TO: DELAYS CAUSED BY THE OWNER, GENERAL CONTRACTOR, ARCHITECT AND/OR ENGINEERS, DELAYS IN TRANSPORTATION, SHORTAGES OF RAW MATERIALS, CIVIL DISORDERS, LABOR DIFFICULTIES, VENDOR ALLOCATIONS, FIRES, FLOODS, ACCIDENTS AND ACTS OF GOD.
8. SELLER SHALL BE ENTITLED TO EQUITABLE ADJUSTMENT IN THE SUBCONTRACT AMOUNT FOR ADDITIONAL COSTS DUE TO UNANTICIPATED PROJECT DELAYS OR ACCELERATIONS.
9. ALL WORKMANSHIP IS GUARANTEED AGAINST DEFECTS IN WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF INSTALLATION. THIS WARRANTY IS IN LIEU OF ALL OTHERS WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE EXCLUSIVE REMEDY SHALL BE THAT SELLER WILL REPLACE OR REPAIR ANY PART OF ITS WORK WHICH IF FOUND TO BE DEFECTIVE. SELLER WILL NOT BE RESPONSIBLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. SELLER SHALL NOT BE RESPONSIBLE FOR DAMAGE TO ITS WORK BY OTHER PARTIES OR FOR IMPROPER USE OF EQUIPMENT BY OTHERS.
10. NOTHING IN THIS AGREEMENT SHALL SERVE TO VOID SELLERS RIGHT TO FILE A LIEN OR CLAIM ON ITS BEHALF IN THE EVENT THAT ANY PAYMENT TO SELLER IS NOT TIMELY MADE.
11. THE BUYER SHALL MAKE NO DEMAND FOR LIQUIDATED DAMAGES FOR DELAYS OR ACTUAL DELAYS IN ANY SUM IN EXCESS OF SUCH AMOUNT AS MAY BE SPECIFICALLY NAMED IN THIS PROPOSAL. NO LIQUIDATED DAMAGES MAY BE ASSESSED AGAINST SELLER FOR MORE THAN

THE AMOUNT PAID BY THE BUYER FOR UNEXCUSED DELAYS TO THE EXTENT CAUSED BY SELLER.

12. THE BUYER SHALL BE RESPONSIBLE FOR, AND SHALL REMIT PROMPTLY TO SELLER, ALL SALES AND USE TAXES IMPOSED OR ASSESSED WITH REGARD TO THE PROJECT, INCLUDING BUT NOT LIMITED TO SUCH TAXES ASSESSED WITH REGARD TO MATERIAL FURNISHED BY THE BUYER FOR INSTALLATION BY THE SELLER AS PART OF THE PROJECT.



**COUNTY OF AUGUSTA
STAFF REPORT**

AGENDA SECTION: RESOLUTION TO INCLUDE AUXILIARY SHERIFF DEPUTIES AS EMPLOYEES FOR PURPOSES OF WORKERS' COMPENSATION

DEPARTMENT:

STAFF MEMBER:

DATE OF REQUEST:

REQUESTED ACTION FOR THE BOARD OF SUPERVISORS:

Consider the resolution to add reserve/auxiliary sheriff deputies to the County's Workers' Compensation Insurance at a cost of \$9,300.00 annually.

EXECUTIVE SUMMARY:

ATTACHMENTS:

[Auxiliary Sheriff Workers' Comp.pdf](#)



RESOLUTION TO INCLUDE AUXILIARY SHERIFF DEPUTIES AS EMPLOYEES FOR PURPOSES OF WORKERS' COMPENSATION

WHEREAS the Augusta County Board of Supervisors desires to include the reserve/auxiliary sheriff deputies as Employees for purposes of the Virginia Workers' Compensation Act pursuant to Va. Code §65.2-101;

WHEREAS the Augusta County Board of Supervisors intends to promptly acquire workers' compensation coverage for the purpose of providing benefits to reserve/auxiliary sheriff deputies.

NOW, THEREFORE, BE IT RESOLVED THAT: the Augusta County Board of Supervisors hereby extends workers' compensation benefits to the reserve/auxiliary sheriff deputies for the County of Augusta, Virginia.

Adopted: April 12, 2023

Michael Shull, Chairman
Augusta County Board of Supervisor



**COUNTY OF AUGUSTA
STAFF REPORT**

AGENDA SECTION: CONSENT AGENDA

DEPARTMENT:

STAFF MEMBER:

DATE OF REQUEST:

REQUESTED ACTION FOR THE BOARD OF SUPERVISORS:

Consider consent agenda.

EXECUTIVE SUMMARY:

ATTACHMENTS:

[MINUTES 2-8-2023.pdf](#)

[MINUTES 2-21-2023.pdf](#)

[MINUTES 2-22-2023.pdf](#)

[MINUTES 3-8-2023.pdf](#)

[MINUTES 3-16-2023.pdf](#)

[MINUTES 3-20-2023.pdf](#)

Regular Meeting, Wednesday, February 8, 2023, 7:00 p.m., Government Center, Verona, VA.

PRESENT: Michael Shull, Chairman
Jeffrey Slaven, Vice-Chair
Butch Wells
Gerald Garber
Pam Carter
Scott Seaton
Steven Morelli
Timothy K. Fitzgerald, County Administrator
Jennifer M. Whetzel, Deputy County Administrator
John Wilkinson, Director of Community Development
Alidia Vane, Planner I
James Benkahla, County Attorney
Angie Michael, Executive Assistant

VIRGINIA: At an adjourned meeting of the Augusta County Board of Supervisors held on Wednesday, February 8, 2023, at 7:00 p.m., at the Government Center, Verona, Virginia, and in the 247th year of the Commonwealth....

* * * * *

Chairman Shull welcomed those present at the meeting.

* * * * *

The following students from Fort Defiance High School Future Farmers of America led the Board of Supervisors in the Pledge of Allegiance:

Lee Kent is a junior and is the FFA Sentinel. He plans to become a Diesel Mechanic.

Claire McNeal is the FFA Junior President and plans to work with animals.

Chloe Phillips is a senior and the FFA Chapter President.

Rylee Shiflett is a junior and the FFA Historian. He plans to be full time farmer.

Olivia Tarbell is a freshman and the Junior Vice President. She plans to be a livestock photographer.

Allison Rhodes is a junior and the FFA Secretary. She plans to study poultry science.

* * * * *

Dr. Seaton, Riverheads District, delivered the invocation.

* * * * *

February 8, 2023, at 7:00 p.m.

ORDINANCE AMENDMENT-SECTION 25-123-DOMESTIC CHICKENS

This being the day and time advertised to consider an ordinance to amend Chapter 25. Zoning. Division C. Single-Family Residential Districts. Article XII. Rural Residential Districts. Section 25-123. Uses permitted by Administrative Permit E. Domestic Chickens.

Alidia Vane, Senior Planner I, stated that Rural Residential Districts are intended to provide space for low density residential development of an exclusive nature interspersed with agricultural lands and uses. The minimum lot size for rural residential is two acres, but majority of rural residential lots within the County are over five acres. Amendment repeals current ordinance to be replaced by the following:

The keeping of chicken hens shall be permitted by Administrative Permit provided:

1. Lots containing two (2) acres but less than five (5) acres shall be allowed to have no more than 6 chicken hens per parcel and will be accessory to a single-family dwelling. Chickens shall not be permitted on any parcel of land that is within five hundred (500) feet of any poultry house. Chickens shall only be raised for domestic purposes. No commercial on-site use on the property such as selling eggs or selling chickens for meat shall be allowed.
2. Lots containing five (5) acres or more shall be allowed to have no more than 12 chicken hens per parcel and will be accessory to a single-family dwelling. Chickens shall not be permitted on any parcel of land that is within five hundred (500) feet of any poultry house. Chickens shall only be raised for domestic purposes. No commercial on-site use on the property such as selling eggs or selling chickens for meat shall be allowed.
3. This ordinance will not supersede restrictions by HOAs or deed restrictions.
4. No roosters, capons, or crowing hens shall be allowed.
5. If kept in a secure movable coop or pen, all coops and enclosed pens must be located behind the front building line of the principal structure and may not be erected, altered, located, reconstructed, or enlarged nearer than twenty-five (25') from any property lines or thirty-five feet (35') from any stream or any river and shall not be located in any storm water management area, flood plain, or Source Water Protection Area 1.
6. In the event of the Department of Community Development receiving and verifying three substantial and credible complaints of violation of any provision of this chapter and after notice given of such to the permit holder, the permit shall be revoked.
7. Upon revocation of the permit, chickens must be removed within 30 days or be subject to removal. Any person(s) so having a permit revoked shall not be allowed, at any time, to make application for another permit for two (2) years; and
8. Unexplained bird deaths will be reported to the Virginia Department of Agriculture and Consumer Services.
9. The permit applicant must be the owner of the property or must have and submit written consent of the owner of the property as part of the Keeping of Poultry Permit application to keep chickens on the property. Upon written notice of the property owner's withdrawal or cancellation or termination of such approval, the permit shall be revoked by the Director of Community Development.
10. In all cases, the permit to keep chickens is issued non-transferrable and does not run with the land.

The proposed text states that six hens are allowed for lots of two to five acres and twelve hens for lots of five plus acres. This is an increase from four hens. The proposed text adds that this will not supersede HOA's or deed restrictions. This is new language. The proposed text states that no roosters, capons, or crowing hens shall be allowed. This language remains the same. The proposed text states that keeping hens in a coop or pen is optional. If chickens are kept in coops or pens they must meet setbacks. The proposed text states that if three credible complaints of violation are received, the permit shall be revoked. This language remains the same. The proposed text states that if permit is revoked, the applicant must wait two years to reapply. This is reduced from five years. Proposed text states that unexplained bird deaths will be reported to VDACS. The work "all" was removed.

The following items were removed the current ordinance:

- No outside slaughter.
- Hens must be kept in coops and pens.
- Pens must be kept in a neat and sanitary condition.
- Feed shall be kept in a secure container or location.

February 8, 2023, at 7:00 p.m.

ORDINANCE AMENDMENT-SECTION 25-123-DOMESTIC CHICKENS (CONT'D)

- Chicken litter and chicken waste shall be collected by a litter service or taken to the county landfill.
- Any dead bird shall be taken to the county landfill.
- Permit application must include a sketch of all enclosures, dimensions, and setbacks.
- Notification of adjoining property owners
- Site and enclosures to be inspected and approved by Community Development.
- Chickens must be tagged with an identification band.
- Pausing the issuance of permits during a threat of avian influenza or other poultry disease.

The Planning Commission recommends that the requirement for chickens to be kept in pens or coops including the current setbacks remains in the ordinance due to the fact that Augusta County is a fenced in county. The Planning Commission also recommends that three or more unexplained bird deaths within a 48-hour period be reported to VDACS and the issuance of permits be suspended if an outbreak of Avian Influenza or other poultry disease is reported should be kept in the ordinance.

The Chairman declared the public hearing open.

Jeremy Nance spoke in opposition of the ordinance as a whole. There should not be any restrictions.

Trent Byerly spoke against the part of the ordinance restricting the sale of eggs.

There being no other speakers, the Chairman declared the public hearing closed.

Ms. Carter moved, seconded by Dr. Seaton, that the Board approve the ordinance amendment as advertised with an addition of 3 or more deaths to be reported.

The Board had a lengthy discussion on the Avian Flu outbreak in the surrounding areas.

Dr. Seaton stated that there is already a Domestic Chicken Ordinance in place and he is unclear how waiting on this amendment would affect the Avian Flu outbreak.

Vote was as follows: Yeas: Slaven, Garber, Carter, Seaton and Morelli
 Nays: Shull and Wells

Motion carried.

* * * * *

SMARTSCALE SUPPORT LETTER

The Board considered the Smartscale application support letter.

Jennifer Whetzel, Deputy County Administrator, stated that the City of Waynesboro is applying for a RAISE Grant. This falls under an approval that done in June 2022 related to a Smartscale project. The application would be for constructing approximately 1.3 miles of a shared use path from 1800 east Market Street in Waynesboro to the western trail of the Blue Ridge Tunnel. This will be part of a continuous path that will go from East Main Street in Waynesboro to Route 6 in Afton and it would get non-vehicular traffic off of the roadway onto a shared use path. The Board has supported a previous BUILD grant application for the same segment that the City of Waynesboro applied for in 2018. The RAISE grant is the new BUILD grant.

February 8, 2023, at 7:00 p.m.

MATTERS TO BE PRESENTED BY THE BOARD (CONT'D)

Ms. Whetzel stated that BARC is doing a project in the southern part of the County. The County is not involved in a grant application with BARC. This is a project that has been going on for a couple of years. BARC is evaluating the project in regards to cost and will take it back to their Board to make a decision on the next steps.

* * * * *

MATTERS TO BE PRESENTED BY STAFF

Mr. Fitzgerald discussed the following:

- 1) House Bill 1818 passed the House and is headed to the Senate.
- 2) Meeting with School Board members regarding a Joint Board of Supervisors and School Board meeting. Per direction from the Board of Supervisors, the meeting should take place prior to the Budget Worksession.
- 3) Presented John Wilkinson, Director of Community Development, with a seal for his years of service with the County.

Mr. Wilkinson thanked the Board. He has enjoyed his twenty-three years with the County.

* * * * *

CLOSED SESSION

On motion of Mr. Slaven, seconded by Dr. Seaton, the Board went into closed session pursuant to:

(1) the legal counsel exemption under Virginia Code § 2.2 3711(A) (7)
 Consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body. For the purposes of this subdivision, "probable litigation" means litigation that has been specifically threatened or on which the public body or its legal counsel has a reasonable basis to believe will be commenced by or against a known party. Nothing in this subdivision shall be construed to permit the closure of a meeting merely because an attorney representing the public body is in attendance or is consulted on a matter.

- a. **Turley, et al. v. Holmes, et al. (GV22000714-00)**
- b. **Regulation of short-term rentals on property with agritourism activities.**

(2) the legal counsel exemption under Virginia Code § 2.23711(A) (8)
 Consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel. Nothing in this subdivision shall be construed to permit the closure of a meeting merely because an attorney representing the public body is in attendance or is consulted on a matter.

- a. **Turley, et al. v. Holmes, et al. (GV22000714-00)**
- b. **Regulation of short-term rentals on property with agritourism activities.**

* * * * *

Staff Briefing Meeting, Tuesday, February 21, 2023, 1:30 p.m., Government Center, Verona, VA.

PRESENT: Michael Shull, Chairman
Jeffrey Slaven, Vice-Chair
Butch Wells
Gerald Garber
Pam Carter
Scott Seaton
Steven Morelli
Timothy K. Fitzgerald, County Administrator
Jennifer M. Whetzel, Deputy County Administrator
John Wilkinson, Director of Community Development
Alidia Vane, Planner II
Elizabeth Goodloe, Planner I
Misty Cook, Finance Director
James Benkahla, County Attorney

VIRGINIA: At an adjourned meeting of the Augusta County Board of Supervisors held on Tuesday, February 21, 2023, at 1:30 p.m., at the Government Center, Verona, Virginia, and in the 247th year of the Commonwealth....

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VDOT ROADS

1. Don Komara, Residency Administrator, discussed the VDOT status report of February 21, 2023.

The Board accepted the report as information.

2. Street Addition-Bridgeport Phase 2, Section 2
3. Street Addition-Spring Lakes Phase 2, Section 7

The Board authorized placing on the February 22, 2023 Consent Agenda.

4. Adam Campbell gave a STARS Study Update.

The Board accepted as information.

* * * * *

FIRE AND RESCUE

Timothy Fitzgerald, County Administrator, discussed the Fire and Rescue year-end report.

The Board accepted the monthly report as information.

* * * * *

REGIONAL RADIO PROJECT

Cheryl Giggetts, Principle Consultant for CTA Consultants, gave a presentation on the radio project.

The Board accepted as information.

February 21, 2023, at 1:30 p.m.

* * * * *

OVERLOOK RIDGE MULTI-FAMILY DEVELOPMENT

The Board discussed a revitalization resolution.

Alidia Vane, Planner II, stated that the County has received a request from Overlook Ridge VA, LLC for the Board of Supervisors to consider passing a resolution designating TMP 075-45, on the west side of White Hill Road approximately 0.3 miles north of the intersection of White Hill Road and Stuarts Draft Highway in Stuarts Draft, in the Riverheads District, as a revitalization area to improve the grant scoring process for VHDA low income tax credits.

The Board authorized placing on the February 22, 2023 regular meeting agenda.

* * * * *

ARTS GRANT

Jennifer Whetzel, Deputy County Administrator, discussed the FY2024 Arts Grant.

The Board requested placing on the March 20, 2023 Staff Briefing agenda for further discussion.

* * * * *

MATTERS TO BE PRESENTED BY THE BOARD

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MATTERS TO BE PRESENTED BY STAFF

Mr. Fitzgerald discussed the following:

1. Economic Development Report
2. Board of Zoning Appeals Annual Report
3. Building Inspection Annual Report
4. Planning Commission Annual Report
5. VPSA Bond sale application for the middle school projects will go in at the end of the month.
6. Joint School Board meeting is on March 16th at 5:00 p.m.
7. Ending of the public health emergency.
8. Sheriff Donald Smith gave a body and dash camera update.
9. Fire-Rescue study update.
10. HB1818 regarding the fire tax passed Senate.

The Board accepted as information.

* * * * *

Chairman

County Administrator

Regular Meeting, Wednesday, February 22, 2023, 7:00 p.m., Government Center, Verona, VA.

PRESENT: Michael Shull, Chairman
Jeffrey Slaven, Vice-Chair
Butch Wells
Gerald Garber
Pam Carter
Scott Seaton
Steven Morelli
Timothy K. Fitzgerald, County Administrator
Jennifer M. Whetzel, Deputy County Administrator
Doug Wolfe, Director of Community Development
James Benkahla, County Attorney
Angie Michael, Executive Assistant

VIRGINIA: At an adjourned meeting of the Augusta County Board of Supervisors held on Wednesday, February 22, 2023, at 7:00 p.m., at the Government Center, Verona, Virginia, and in the 247th year of the Commonwealth....

* * * * *

Chairman Shull welcomed those present at the meeting.

* * * * *

The following students from Riverheads High School led the Board of Supervisors in the Pledge of Allegiance:

Paige Buchanan plans to study dentistry.
Kaylee Davis plans to study to be a veterinarian.
Kyle plans to study occupational therapy.
Alison Tolley plans to be a hairdresser.
Amber Clem plans to study to be a meteorologist.

* * * * *

Ms. Carter, Pastures District, delivered the invocation.

* * * * *

LIBRARY ANNUAL REPORT

Doran Stegura, Chair of the Board of Trustees and Jennifer Brown, Library Director, presented the Board with a report on activities during fiscal year 2022.

* * * * *

February 22, 2023, at 7:00 p.m.

OVERLOOK RIDGE MULTI-FAMILY DEVELOPMENT

The Board considered a revitalization resolution.

Doug Wolfe, Director of Community Development, stated that the County has received a request from Overlook Ridge VA, LLC for the Board of Supervisors to consider passing a resolution designating TMP 075-45, on the west side of White Hill Road (Rt. 654) approximately 0.3 miles north of the intersection of White Hill Road and Stuarts Draft Highway (U.S. Rt. 340) in Stuarts Draft, in the Riverheads magisterial district, as a revitalization area to improve the grant scoring process for VHDA low income tax credits. The proposed development would be a 90-unit affordable housing property. The property has been zoned for multi-family residential development since 1974. No site plan has been provided at this time, though the applicant has indicated that the property would include 90 units. The developer would like the parcel designated as a revitalization area to improve the grant scoring process for affordable housing tax credits.

Jen Surber, Applicant, was available for questions. She clarified that this would be 80 units. Ms. Surber explained that this is not a grant. These are tax credits that come from the IRS to every state based on a per capita basis. Virginia receives the credits to the Virginia Housing Development Authority, who then allocates the credits to developers in a competitive application process. The credits are then sold through a syndication process to big banks and insurance companies. The deadline to submit is March 16, 2023. Final rankings are due out in June and that's when the Virginia Housing Authority's Board will vote on who will be receiving the tax credits. Allocations of the credits are typically received in November. Construction would not begin until Spring 2024 with a twelve to fourteen-month construction period.

Mr. Garber stated that people need a place to live of all income levels.

Dr. Seaton stated that he thinks this is a great project for the County.

Dr. Seaton moved, seconded by Ms. Carter, that the Board approve the resolution of support.

Vote was as follows: Yeas: Slaven, Garber, Wells, Carter, and Seaton
 Nays: Shull and Morelli

Motion carried.

* * * * *

CONSENT AGENDA

Mr. Slaven moved, seconded by Dr. Seaton, that the Board approve the consent agenda as follows:

MINUTES

Consider minutes from the following meeting:

- Regular Meeting, Wednesday, January 11, 2023
- Staff Briefing, Monday, January 23, 2023

STREET ADDITIONS:

Consider Community Development's and VDOT's recommendations to adopt resolution for acceptance of the following into the secondary road system in accordance with VDOT requests:

1. Bridgeport Phase 2, Section 2
2. Spring Lakes Phase 2, Section 7

February 22, 2023, at 7:00 p.m.

CLOSED SESSION (CONT'D)

The Chairman asked if there is any Board member who cannot so certify.

Hearing none, the Chairman called upon the County Administrator/ Clerk of the Board to call the roll noting members of the Board who approve the certification shall answer AYE and those who cannot shall answer NAY.

Roll Call Vote was as follows:

Yeas: Shull, Slaven, Garber, Wells, Carter, Seaton
and Morelli
Nays: None

Motion carried.

The Chairman authorized the County Administrator/Clerk of the Board to record this certification in the minutes.

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ADJOURNMENT

Dr. Seaton moved, seconded by Mr. Morelli, that the Board adjourn the meeting.

Vote was as follows: Yeas: Shull, Slaven, Garber, Wells, Carter, Seaton
and Morelli
Nays: None

Motion carried.

Chairman

County Administrator

Regular Meeting, Wednesday, March 8, 2023, 7:00 p.m., Government Center, Verona, VA.

PRESENT: Michael Shull, Chairman
Jeffrey Slaven, Vice-Chair
Butch Wells
Gerald Garber
Pam Carter
Scott Seaton (Via Electronic)
Steven Morelli
Timothy K. Fitzgerald, County Administrator
Jennifer M. Whetzel, Deputy County Administrator
Doug Wolfe, Director of Community Development
James Benkahla, County Attorney
Angie Michael, Executive Assistant

VIRGINIA: At an adjourned meeting of the Augusta County Board of Supervisors held on Wednesday, March 8, 2023, at 7:00 p.m., at the Government Center, Verona, Virginia, and in the 247th year of the Commonwealth....

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Chairman Shull welcomed those present at the meeting.

* * * * *

The following students from Stuarts Draft High School led the Board of Supervisors in the Pledge of Allegiance:

Dean Altis is a senior. He plays three sports and plans to get his real estate license after graduation.

McKenzie Tillman is a three-star athlete. She plans to attend Mary Baldwin University to play softball and become a Physical Education Teacher.

* * * * *

Mr. Shull, Riverheads District, delivered the invocation.

* * * * *

Mr. Slaven moved, seconded by Mr. Morelli, that the Board allow Dr. Seaton to join the meeting electronically.

Vote was as follows: Yeas: Shull, Slaven, Wells, Carter and Morelli
Nays: None
Absent: Garber and Seaton

Motion carried.

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March 8, 2023, at 7:00 p.m.

AUGUSTA COUNTY SHERIFF’S DEPARTMENT ACCREDITATION PRESENTATION

Todd Clingenpeel, DCJS Accreditation Program Manager Division of Law Enforcement, presented Sheriff Donald Smith and the Augusta County Sheriff’s Department with their accreditation certificate.

Sheriff Donald Smith thanked Mr. Clingenpeel for all of his help in achieving this accreditation. He also thanked his Deputies for their hard work and effort in protecting the community. Sheriff Smith thanked the Board of Supervisors, the Administration Office and the community for their support.

Mr. Shull thanked Sheriff Smith and all of his officers for their dedication to the County and their community.

Mr. Wells is proud of the Sheriff’s Department’s accomplishments.

Ms. Carter thanked Sheriff Smith and his department for all that they do.

Mr. Slaven thanked Sheriff Smith and his department for what they do every day.

Dr. Seaton congratulated the Sheriff and his Deputies.

Mr. Morelli congratulated the Sheriff, his deputies and his administrative office.

Mr. Garber congratulated the Sheriff and his Deputies.

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The Board took a five-minute break.

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AMERICAN RED CROSS PROCLAMATION

Ms. Carter moved, seconded by Mr. Wells, that the Board adopt the following proclamation:

**AMERICAN RED CROSS MONTH, 2023
A Proclamation**

WHEREAS, During American Red Cross Month in March, we celebrate the humanitarian spirit of Augusta County and reaffirm our commitment to help ensure no one faces a crisis alone.

WHEREAS, Caring for one another is at the heart of our community and exemplified by the people of Augusta County, whose simple acts of kindness through the Red Cross provide help and hope in people’s most difficult moments — continuing the lifesaving legacy of Clara Barton, who founded the organization more than 140 years ago to prevent and alleviate human suffering.

WHEREAS, Every day, these ordinary individuals lend a helping hand to make an extraordinary difference for neighbors in need — whether it’s providing emergency shelter, food and comfort for families displaced by home fires and other disasters; donating lifesaving blood for cancer patients, accident victims, and people with sickle cell disease and other life-threatening conditions; supporting military members and veterans, along with their families and caregivers, through the unique challenges of service; using vital skills like first aid and CPR to help others survive medical emergencies; or delivering international humanitarian aid and reconnecting loved ones separated by crises around the world.

March 8, 2023, at 7:00 p.m.

MATTERS TO BE PRESENTED BY THE PUBLIC (CONT'D)

ethanize certain dogs at the shelter. It is a touch decision, but sometimes it is necessary.

Page Hearn, 151 Old White Hill Road, Staunton, is concerned with the actions of the shelter. Change is needed at the shelter with the dog program.

Renee Clark, Staunton, stated that the shelter needs to reach out for help with it is needed. Post it on social media, make phone calls and get the word out. The fees and ways to make payments needs to be evaluated.

Robin Hopkins is a volunteer at the shelter and a foster for the shelter. She addressed issues that she has experience as a foster.

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MATTERS TO BE PRESENTED BY THE BOARD

Ms. Carter moved, seconded by Dr. Seaton, that the Board approve livestreaming of all worksessions.

Vote was as follows: Yeas: Shull, Slaven, Wells, Carter, and Seaton
 Nays: Garber and Morelli

Motion carried.

Ms. Carter would like to have a courthouse status update.

Dr. Seaton moved, seconded by Mr. Wells, that the Board re-appoint Leah Thomas to serve a term on the Economic Development Authority and David Kirby to serve a term on the Recycling Committee. Effective immediately and to expire on March 30, 2027.

Vote was as follows: Yeas: Shull, Slaven, Garber, Wells, Carter, Seaton
 and Morelli
 Nays: None

Motion carried.

Dr. Seaton stated that it is important to fund the body and dash cameras for the Sheriff's Department. He appreciates the animal shelter staff and there are lessons to be learned from the instances of the past week.

Mr. Garber moved, seconded by Mr. Slaven, that the Board appoint Kevin Phillips to serve a term on the Ag Industry Board. Effective immediately and to expire June 30, 2026.

Vote was as follows: Yeas: Shull, Slaven, Garber, Wells, Carter, Seaton
 and Morelli
 Nays: None

Motion carried.

Mr. Garber moved, seconded by Ms. Carter, that the Board appoint Anne Gordon to serve a term on the Parks & Recreation Commission. Effective immediately and to expire June 30, 2026.

March 8, 2023, at 7:00 p.m.

MATTERS TO BE PRESENTED BY STAFF (CONT'D)

- 3) The budget for the County is complete and balanced. It is anticipated to be delivered to the Board before the next Board of Supervisors meeting. The budget worksession is on March 27th•
- 4) An RFP for the Comprehensive Plan went out on March 1st. With previous Comp Plan projects, the Board appointed a steering committee that worked hand in hand with staff and the consultant to work through the comprehensive plan. It consisted of individuals from each magisterial district and the Planning Commission. This is something for the Board to think about for the near future.
- 5) Mr. Fitzgerald addressed statements made regarding the Animal Shelter and euthanasia of dogs. He pointed out that the shelter staff works hard every day to take care of the animals and they do a great job for the County. An enormous amount of work has been done at the shelter since the County took over as the fiscal agent. Staffing has been reworked and staffing has been increased. The budget has been significantly increased and veterinary services has been brought in. Policy issues are being worked through and future plans at the Verona Elementary School is in the works. There is no social media policy for the shelter. A policy is currently in review by the owners, but a policy has not been adopted. There has been discussion with the director and his staff about being encouraging on social media and to show a positive light on what is going on at the shelter. The three dogs that were euthanized that have a bite history. In talking to shelter staff, the decision was a group decision. There were space issues and input was given from each employee who worked with the dogs to get their thoughts on the situation. Several staff agreed that they were not comfortable working around those dogs. The shelter body, City of Staunton, City of Waynesboro and Augusta County, does not want behavioral type dogs put back into the community. With any situation there are lessons learned and things that can be considered going forward. Mr. Fitzgerald is sorry for the case of Ms. Evans dog. When an animal gets brought to the shelter as a stray, it gets put on a stray hold to allow for the owner to retrieve the animal. This dog was not a stray. When Ms. Evans decided that she would surrender the dog and filled out a document to say that she was going to surrender the dog to the shelter and then put notes on the document to denote that the dog was not co habitable with cats or any farm animals, had to eat alone, had a food aggression, but did do well with other dogs and gave its name as Annabelle. Animal Control did not share with Mr. Fitzgerald that a conversation was had about surrendering the dog and then adopting later. If that discussion was had at the Treasurer's Office or where she filled out the form, there may have been a misunderstanding that this was a stray. It is unfortunate that the dog was euthanized in the short time it was at the shelter. It is clearly written on the surrender form that when an animal is surrendered you are giving up all rights of the animal and there is a potential that the animal could be euthanized at that point.

The Lyndhurst shelter location opened in 2011. There was an expansion of that location in 2015. The owners agreed in April 2022 to look at a feasibility study for the Verona Elementary School as a new location for the shelter. The current space of the shelter is 5,000 square feet. Verona Elementary will provide 39,000 square feet. This is a significant difference in size. Citizens are concerned that the size is not increasing. That is based on the number of runs. Currently there are forty-six runs and that is what will be at the new shelter in the beginning. There is space in the new facility to add more as needed. It is a convenient location for most of the county and the city residents. There are areas in the plan that provide for future growth. The design is currently in the works. Renovations will occur in 2024 and hopefully towards the end of 2024 with the new shelter.

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Joint Meeting, Thursday, March 16, 2023, at 5:00 p.m. Government Center, Verona, VA.

PRESENT: AUGUSTA COUNTY BOARD OF SUPERVISORS

- Michael Shull, Chairman
- Jeff Slaven, Vice-Chairman
- Gerald Garber
- Butch Wells
- Pam Carter
- Scott Seaton

ABSENT: Steve Morelli

STAFF: Timothy Fitzgerald, Augusta County Administrator
 Jennifer Whetzel, Deputy County Administrator
 Misty Cook, Director of Finance

PRESENT: AUGUSTA COUNTY SCHOOL BOARD

- Nicholas T. Collins, Chair
- Mike J. Lawson
- David R. Shiflett
- Timothy M. Simmons
- Timothy Z. Swortzel
- John M. Ward
- Donna H. Wells, Vice Chair

STAFF: Dr. Eric W. Bond, Superintendent, Augusta County Schools

VIRGINIA: At a joint meeting of the Augusta County School Board and the Augusta County Board of Supervisors, held on Thursday, March 16, 2023, at 5:00 p.m., at the Government Center, Verona, Virginia, and in the 247th year of the Commonwealth....

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Mr. Shull, Board of Supervisors Chair, and Mr. Collins, School Board Chair, called the meeting to order.

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BOARD OF SUPERVISORS UPDATE

Timothy Fitzgerald, County Administrator reported on the following:

Courthouse project:

Moseley

- Meetings continue with stakeholders on developing their space, including furniture and fixture placement in offices and courtrooms. Includes audio/visual equipment.
- Meetings with the Sheriff specific to security requirements in inmate and bailiff areas. Includes space requirements, furniture and fixtures and security technology equipment.
- Plans are nearing 100% design complete.
- County IT will now be involved in county data and phone needs for IT rooms.

March 16, 2023, at 7:00 p.m.

BOARD OF SUPERVISORS UPDATE (CONT'D)

- We are on schedule for beginning construction early 2024.
- Order requires design to be submitted by April 15 to the Commonwealth for review.

Construction Manager

- Draft received from the (outside) attorney and is currently being reviewed.
- Draft will be sent to Skanska as soon as it is finalized by the County.

ECC / Parks and Rec project:

- Pre-construction meeting held March 13th
- Construction is scheduled to begin March 27.
- A construction trailer and sea containers will be located near the dock. These locations are not specific yet. Traffic will need to be aware. Notices will be sent to employees. Employees will need to park away from the dock. (I think some of ACPS may park against from time to time)
- Construction may extend to June 2024.

Animal Shelter Relocation project:

- VES renovation will be paid by three localities per their intake percentage.
~56.9% County, 25.5% Staunton, 17.6% Waynesboro (CY22)
- Feasibility Study completed September 2022
- Signed contract with Lineage Architects for design, January 2023
- Design is approximately 50% complete
- Staff and architect has toured many existing facilities and design guidelines to incorporate standards
- Renovation is scheduled to be bid by the end of 2023 with construction in 2024

Reassessment Progress:

The County hired Wampler Eanes to conduct the assessment of real property. They will be in the field through the end of the calendar year. The assessments would be effective 1/1/2024. Notices and hearings will be held early 2024.

March 16, 2023, at 7:00 p.m.

BOARD OF SUPERVISORS UPDATE (CONT'D)

Broadband:

There are two County grants outstanding:

VATI 2021 is with MGW and Lingo Networks in three project areas of the County: Middlebrook, Morris Mill and Deerfield. The project is 56% complete. This project is slated to be completed in 2023.

VATI 2022 is with All Points Broadband, a regional project of 8 localities that partnered with electric companies for use of overhead lines. Design is underway with make-ready work (pole upgrades) to start in Augusta in the near future. The project will serve different areas of the County and is slated to be completed in 2025.

Budget:

The County is providing \$49,028,505 in school operating funding in accordance with our funding agreement. \$7,256,250 million will be provided for debt service and \$1,080,000 million for school bus capital funding.

County Admin will be presenting a balanced budget of \$118,980,727 on March 27th. In order to balance the budget \$11,125,579 million in requests were cut to match available revenue.

ERP Project:

The County is working to replace the financial software that is end of life. A committee of county and school staff have reviewed proposals and sat in on software demonstrations. A contract is being negotiated with Tyler Munis for Finance, HR, School Finance and HR, and Community Development modules. Demonstrations continue with Avenity for the Commissioner of Revenue and Treasurer's office. After award, implementation is expected to begin and will take a couple years.

Comp Plan Update:

The County has issued a request for proposals to update our comprehensive plan. After selection of the consultant work will begin likely in June. It will take about a year to get through the process. Schools will be involved in the process.

Mr. Shull requested a summary of the upgrades to the County's emergency radio system.

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March 16, 2023, at 7:00 p.m.

SCHOOL BOARD UPDATE

Dr. Eric Bond, Augusta County Public Schools Division Superintendent presented the following:

- A. Buffalo Gap Middle School/Riverheads Middle School Construction
 - 1. Both projects are progressing
 - 2. Foundations have been poured
 - 3. Most of the walls are being erected
 - 4. New gyms are going up and close to being under the roof
 - 5. Scheduled for a Fall of 2024 opening, Nielsen Builders is doing a great job and they are aware of and trying to stay ahead of the
 - 6. supply chain issues that most construction projects face these days.
- B. Proposed 10-year Capital Plan
 - 1. Stewart Middle School and Stuarts Draft Middle School
 - 2. Garage
 - 3. Valley Career and Technical Center (VCTC) - We do not own the building, the three school divisions own the facility: 50%, 25%, 25%
- C. VCTC Renovation Project
 - 1. Going out to bid (end of March) on a smaller \$4 million project on much-needed upgrades
 - a) Boiler replacement
 - b) Infrastructure upgrades including intercom system
 - c) 4 additional classrooms to remove students from the mezzanine
 - d) Welding and Ventilation/Exhaust
 - e) Completed by May 2024
 - 2. The bigger picture—Phase II
 - a) Renovate and expand the remainder of the building including the back building. Approximately \$23 million
 - b) Due to funding scenarios, we may have to break that down into phased-in projects as well.
 - c) Ex. Next priority would be Diesel Lab with appropriate and additional space as well as Vet Science with appropriate and additional space. This would be approximately a \$3 million project.
 - 3. Investigating the Competitive Grant process approved by the General Assembly and the Virginia Department of Education.
- D. VCTC Programs - applications have increased by 23% this year and by 51% in the past 2 years
 - 1. Top 6 areas for applications, next year
 - a) Nurse Aide
 - b) Welding
 - c) Cosmetology
 - d) Criminal Justice
 - e) Culinary Arts
 - f) Carpentry
 - 2. VCTC Foundation has been approved and companies have already started to donate to the Foundation.
- E. Field Light Project
 - 1. Fort Defiance High School Softball, Wilson Memorial High School Softball, and Baseball are all completed.

March 16, 2023, at 7:00 p.m.

SCHOOL BOARD UPDATE (CONT'D)

2. Stuarts Draft High School Softball will take place this summer
3. Buffalo Gap High School and/or Riverheads High School will be next

F. Instruction

1. Career and Technical Education (CTE) and Workforce Readiness
 - a) As of March 15, 2023, we have 263 students completing a paid internship across the five schools. Currently, we are working with 122 employers for our paid internships
 - b) We currently have 339 credits that are being earned by students for Work Based Learning
 - c) VCTC also has an internship/apprenticeship program with 80 students placed in the workforce. Some of our Business partners include:

A.G. Stacker Inc.
 ACPS Food Service
 ACPS Maintenance
 ACPS Wilson Elementary School, Clymore Elementary School, and Stuarts Draft High School
 Augusta Regional SPCA Spay Neuter Clinic
 Auto Body Pro Shop
 Bear Creek
 Blauch Brothers Inc.
 Blue Ridge Lumber
 Blue Ridge Machine Works
 Charlie Obaugh Chevy GMC
 CMA Valley CDJR
 Dave Brooks Electric
 Draftco
 Evermore Construction
 George Owen Construction
 Industrial Machine Works
 Liphart Steel
 Metfab International
 Paul Obaugh Ford
 Pride Electric
 Quick's Bus Company

- d) In addition to these 80 students, 33 Nurse Aide Students and 10 Dental Careers students are placed in local offices.

G. Mentorship Programs - ACPS currently has 61 students in our Mentorship Program and we anticipate about 87 students to enroll in next year's mentorship program.

1. Some of the businesses included in our Mentorship program are:

ACPS
 Augusta Health
 Sentara RMH
 Augusta County Sheriff's Office

March 16, 2023, at 7:00 p.m.

SCHOOL BOARD UPDATE (CONT'D)

- Staunton Police Department
- Augusta County Commonwealth's Attorney's Office
- Augusta Fire-Rescue
- Augusta County Emergency Communications Center
- Augusta County Circuit Court
- Colman Engineering
- Wassenaar Winkler Architects
- Dynamic Aviation
- Augusta Medical Group
- American Shakespeare Center
- Mountain View Equine Hospital
- Commonwealth Veterinary Clinic
- Staunton Veterinary Clinic
- Westwood Animal Hospital

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BOARD MEMBER COMMENTS

Ms. Carter asked for clarification on the difference between an internship and a mentorship. Dr. Bond responded that internships are sometimes paid and typically mentorships are not paid and there are not as many hours.

She then asked for clarification about earning credits for internships. Dr. Bond clarified that what was presented was specifically for the internship, but credits can also be earned through the mentorship program.

Dr. Seaton asked if there have been any conversations with Staunton City Schools about a combined bus garage that could be shared between the two school divisions. Dr. Bond shared that he has brought this topic up with the Superintendent of Staunton City Schools. It is Dr. Bond's understanding that Staunton City Schools has a plan to meet their needs that they are invested in pursuing.

Mr. Collins asked a question about working on 200 cars and if they are from other parts of the county. Dr. Bond explained that we had an agreement with the Sheriff's office, Augusta County Service Authority, and some other entities of the county. On a smaller scale, we still repair some vehicles, but due to rapid turnaround needs, some repairs have had to be outsourced.

There was discussion about the Brownsville Grant that could assist with the cost of tearing down the old bus garage when the time comes. This grant could possibly assist with the demolition of the old Riverheads Elementary School. Mr. Fitzgerald shared that he has requested his staff to assist with gathering information to share with Dr. Bond who stated that this information will be carefully reviewed and utilized.

Mr. Shull inquired about a piece of property on McPheeter's Road that was to be deeded from the Augusta County School Board to Augusta County. There is a private citizen who is interested in purchasing the property from Augusta County. Dr. Bond will research the status of the deed.

Mr. Slaven shared about a recent conversation he had with Mr. David Shiflett, ACPS School Board, about a grant for the VCTC Foundation that Dr. Bond mentioned earlier. Mr. Slaven acknowledged that the foundation was recently approved and money has already been deposited. Mr. Shiflett shared that the State Corporation

March 16, 2023, at 7:00 p.m.

BOARD MEMBER COMMENTS (CONT'D)

Commission processes were completed efficiently. Dr. Bond shared that VCTC administration has a long-term, strategic plan to build this foundation and utilize business and industry resources in the community to enhance it.

Ms. Carter inquired about how internships are developed for students. Dr. Bond shared information about how the Work Based Learning Coordinators and Blue Ridge Community College Career Coaches work to support students with internship placements.

With no more questions from the Board of Supervisors, Mr. Michael Shull, Board of Supervisors Chair, turned the meeting over to Mr. Nick Collins,

Mr. Collins was expecting this meeting to include discussion about revenue sharing from Augusta County Board of Supervisors to ACPS. He thanked the Board of Supervisors. He also wanted to go on record to say the legislators in Richmond have let the citizens of the Commonwealth of Virginia down by not having a passed state budget.

Mr. Collins asked if any Board of Supervisors member was willing to discuss revenue sharing this evening. He asked if there are concerns about how revenues are currently shared. Mr. Shull replied, "If it's not broke, don't fix it." Mr. Collins shared that he welcomes any future questions or conversation from the Board of Supervisors.

Mr. Wells stated that his past professional experiences inform his appreciation of the positive working relationship that exists between Augusta County Administration and Augusta County Public Schools Administration. The partnership makes him proud.

Mr. Shiflett spoke about the school division's dependence on the Board of Supervisors for funding of capital projects. Being able to depend upon the annual funding from the Board of Supervisors allows for plans to be made and implemented to continue to improve buildings in ACPS. He appreciates the consistent support from the Board of Supervisors.

Mr. Slaven stated that the past few years have been complicated by COVID and other factors that challenged the conventional budget process. He stated that he hopes the School Board can understand there are multiple departments in Augusta County that need funding and support.

Dr. Seaton offered comments in support of collaborative efforts with Staunton and Waynesboro to attempt to save money by combining services. He mentioned this would free up money to directly benefit students instead of spending it on things like transportation. He stated that recent changes in the makeup of those city councils may provide opportunities for increased collaboration.

Mr. Shull closed by expressing thanks to the board members and staff who are here today. In the past, the relationship between the two boards was contentious at times. He appreciates conversations like today's that are cooperative and productive. He shared that, in the past, his constituents have generally been willing to increase taxes by a cent or two in order to support and fund the school division. Anytime the public has expressed support for increased funding to schools, the Board of Supervisors has responded. All citizens benefit from increased support of the school system. He is looking forward to seeing the next 10-Year Capital Plan the School Board approves.

March 16, 2023, at 7:00 p.m.

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ADJOURNMENT

The meeting was adjourned.

Chairman

County Administrator

h:3-16jtrmin.23

Staff Briefing Meeting, Monday, March 20, 2023, 1:30 p.m., Government Center, Verona, VA.

PRESENT: Michael Shull, Chairman
Jeffrey Slaven, Vice-Chair
Butch Wells
Gerald Garber
Pam Carter
Scott Seaton
Timothy K. Fitzgerald, County Administrator
Jennifer M. Whetzel, Deputy County Administrator
Doug Wolfe, Director of Community Development
Alidia Vane, Planner II
Misty Cook, Finance Director
James Benkahla, County Attorney

ABSENT: Steven Morelli

VIRGINIA: At an adjourned meeting of the Augusta County Board of Supervisors held on Monday, March 20, 2023, at 1:30 p.m., at the Government Center, Verona, Virginia, and in the 247th year of the Commonwealth....

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VDOT ROADS

Don Komara, Residency Administrator, discussed the VDOT status report of March 21, 2023.

The Board accepted the report as information.

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FIRE AND RESCUE

1. Greg Schacht, Fire Chief, discussed the Fire and Rescue monthly report.

The Board accepted the monthly report as information.

2. Chief Schacht discussed the Fire-Rescue Strategic Plan Update.

The Board authorized placing on the Wednesday, March 22, 2023 regular meeting agenda.

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PLANNING COMMISSION/PUBLIC HEARINGS

Alidia Vane, Planner II, discussed a rezoning request for National Developers of Virginia, LLC. The applicant requests a sixty-day deferral be granted from the Board of Supervisors.

The Board authorized accepting the 60-day deferral request.

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March 20, 2023, at 1:30 p.m.

MATTERS TO BE PRESENTED BY THE BOARD

Ms. Carter proposed that the first item discussed at the budget worksession is capital.

Mr. Wells proposed moving worksessions to the afternoon before the regular Board of Supervisors meeting.

Mr. Slaven stated that the School Board-Board of Supervisors joint meeting went well.

Dr. Seaton asked for clarification on the order of business and requests that the Board continue livestreaming after closed session. Dr. Seaton requested to enter into closed session.

The Board agrees to go into closed session.

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CLOSED SESSION

On motion of Mr. Slaven, seconded by Dr. Seaton, the Board went into closed session pursuant to:

- (1) **the personnel exemption under Virginia Code § 2.2-3711(A)(1)**
[discussion, consideration or interviews of (a) prospective candidates for employment, or (b) assignment, appointment, promotion, performance, demotion, salaries, disciplining or resignation of specific employees]:
 - a. Boards & Commissions: Youth Commission, Ag & Forestal Dist., Recycling, Broadband Committee, Economic Development Authority.
 - b. Board of Supervisors

- (2) **the economic development exemption under Virginia Code § 2.2-3711(A)(5)**
[discussion concerning a prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of its interest in locating or expanding its facilities in the county]:
 - a. Proposed Office space, flex space, storage facilities, manufacturing facilities, utility and mixed use development.

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On motion of Mr. Wells, seconded by Dr. Seaton, the Board came out of Closed Session.

Vote was as follows: Yeas: Shull, Slaven, Garber, Wells, Carter, and Seaton
 Nays: None
 Absent: Morelli

Motion carried.

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The Chairman advised that each member is required to certify that to the best of their knowledge during the closed session only the following was discussed:

- 1. Public business matters lawfully exempted from statutory open meeting requirements, and

March 20, 2023, at 1:30 p.m.

- 2. Only such public business matters identified in the motion to convene the executive session.

The Chairman asked if there is any Board member who cannot so certify.

CLOSED SESSION (CONT'D)

Hearing none, the Chairman called upon the County Administrator/ Clerk of the Board to call the roll noting members of the Board who approve the certification shall answer AYE and those who cannot shall answer NAY.

Roll Call Vote was as follows:

Yeas: Shull, Slaven, Garber, Wells, Carter, and Seaton
 Nays: None
 Absent: Morelli

Motion carried.

The Chairman authorized the County Administrator/Clerk of the Board to record this certification in the minutes.

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MATTERS TO BE PRESENTED BY THE BOARD (CONT'D)

Mr. Fitzgerald made the following statement:

Steve Morelli, South River District Supervisor, submitted a notice of resignation this morning. Mr. Morelli cited personal reasons for early resignation in his email. The South River Districts Supervisor's current term would have expired on December 31, 2023. On behalf of the Board of Supervisors, I'd like to thank and express my sincere appreciation for Steve Morelli's service to Augusta County. Information on the process for filling the vacancy in the position will be forthcoming from County Administration.

Dr. Seaton verified that there are five open positions in ECC. He would like for the option to sign up to speak at a meeting be opened up sooner.

Mr. Garber would like to be forewarned if there is a computer training that needs to be completed.

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MATTERS TO BE PRESENTED BY STAFF

Mr. Fitzgerald discussed the following:

- 1. Recycling Committee Annual Report was provided for information.
- 2. Jennifer Whetzel, Deputy County Administrator, stated that included in the packet was information on the five organizations that have been considered. Three in the past and three moving forward. Oak Grove and Wayne Theater are willing to participate. A spreadsheet is included to show what is done currently, what the proposal is and what the difference is.

Dr. Seaton suggests talking to the Waynesboro Symphony Orchestra for future opportunity.

The Board authorized placing on the Wednesday, March 22, 2023 regular meeting agenda.

March 20, 2023, at 1:30 p.m.

MATTERS TO BE PRESENTED BY STAFF (CONT'D)

- 3. County-wide Projects Update was presented to the Board. This will be included for the Board periodically to keep them informed of progress for County projects.
- 4. Board challenge coins was passed by. No action was taken.
- 5. Economic Development Report
- 6. Reminder of the Budget Worksession on Monday, March 27th at 8:30a.m.
- 7. Ms. Whetzel stated that the County was awarded a grant through the Department of Housing and Community Development for planning at Afton Mountain. It is \$31,600 and it would be for a compiled boundary survey, a topo survey and the protective species and historical screening work. They awarded approximately half of the tasks that were applied for. The first task deals with the land records research which is important due to the County line that is there. The total is \$7,800.00. Staff recommends to proceed with the grant and take the money from the Tourism operating funds which are already appropriated in the general fund budget.

The authorized staff to move forward with the project.

* * * * *

Chairman

County Administrator



**COUNTY OF AUGUSTA
STAFF REPORT**

AGENDA SECTION: CONSENT AGENDA

DEPARTMENT:

STAFF MEMBER:

DATE OF REQUEST:

REQUESTED ACTION FOR THE BOARD OF SUPERVISORS:

Consider consent agenda.

EXECUTIVE SUMMARY:

ATTACHMENTS:

[Claims Paid March 2023.pdf](#)

DATE	CHECK#	PAYEE	DESCRIPTION	TOTAL	GENERAL	CENTRAL	MISC
20230303	15135	ADVANCED TELEPHONE & DATA	CONTRACT SERVICES	4,665.00	4,665.00	-	-
20230303	15136	AUGUSTA PAINT	NATURAL CHIMNEYS	755.45	755.45	-	-
20230303	15137	BRUBECK LIVING TRUST	RENT	969.00	969.00	-	-
20230303	15138	CAMPBELL PRINT CENTER	ADVERTISING/MARKETING	244.67	244.67	-	-
20230303	15139	CAMPUS FORD	EQUIPMENT MAINT. & REPAIRS	90.30	90.30	-	-
20230303	15140	CLEAR COMMUNICATIONS	EQUIPMENT	11,664.99	492.50	-	11,172.49
20230303	15141	COUNTY OF AUGUSTA HEALTH	SELF INSURANCE	809,083.40	-	3.54	809,079.86
20230303	15142	DEMCO INC	LIBRARY MATERIALS & SUPPLIES	714.16	714.16	-	-
20230303	15143	FISHER AUTO PARTS, INC.	EQUIPMENT MAINT. & REPAIRS	76.80	76.80	-	-
20230303	15144	HATHAWAY INC.	REPAIRS & MAINT. SUPPLIES-BLDGS.	382.51	382.51	-	-
20230303	15145	LEAF	OFFICE SUPPLIES	28.00	28.00	-	-
20230303	15146	OFFICE DEPOT	MISCELLANEOUS SUPPLIES	523.59	523.59	-	-
20230303	15147	ROBERTS OXYGEN CO.,INC.	MAINTENANCE CONTRACTS	237.60	237.60	-	-
20230303	15148	ROCKINGHAM COOPERATIVE	MAINTENANCE SUPPLIES	11.51	11.51	-	-
20230303	15149	SOUTHERN POLICE EQUIP.	POLICE SUPPLIES	408.75	408.75	-	-
20230303	15150	SUPERIOR PLUS ENERGY SERV	PROPANE	272.54	272.54	-	-
20230303	15151	TIMMONS	VERONA PED IMPROVEMENTS	6,701.49	-	-	6,701.49
20230303	15152	GENERAL SALES OF VA INC	JANITORIAL SUPPLIES	165.30	-	-	165.30
20230303	15153	HOLTZMAN PROPANE, LC	HEATING SERVICES	763.36	-	-	763.36
20230309	15154	VIRGINIA DEPT OF TAXATION	SALES TAX	1,065.59	1,065.59	-	-
20230310	15155	BATTERIES PLUS LLC	MAINTENANCE SUPPLIES	44.28	44.28	-	-
20230310	15156	BRENDA J VON SELDENECK	REIMBURSEMENT	262.39	262.39	-	-
20230310	15157	CARD CONNECT LLC	EQUIPMENT RENTAL	100.00	100.00	-	-
20230310	15158	CAROLINA DIGITAL PHONE	TELEPHONE SERVICE	3,668.85	3,375.50	218.85	74.50
20230310	15159	CLEAR COMMUNICATIONS	EQUIPMENT MAINT. & REPAIRS	198.00	198.00	-	-
20230310	15160	COUNTY OF AUGUSTA HEALTH	SELF INSURANCE	1,154,019.66	-	-	1,154,019.66
20230310	15161	GENERAL SALES OF VA INC	JANITORIAL SUPPLIES	882.60	882.60	-	-
20230310	15162	H & R CONTRACTORS INC	MAINT SVC CONTRACTS	1,680.00	1,680.00	-	-
20230310	15163	HATHAWAY INC.	REPAIRS & MAINT. SUPPLIES-BLDGS.	259.28	259.28	-	-
20230310	15164	KPD, INC. PORT-A-JOHNS	CONTRACTED REPAIRS & MAINT.	395.00	395.00	-	-
20230310	15165	MIDWEST TAPE, LLC	DVD'S	1,928.11	1,928.11	-	-
20230310	15166	OFFICE DEPOT	OFFICE SUPPLIES	145.49	145.49	-	-
20230310	15167	ROBERTS OXYGEN CO.,INC.	MAINTENANCE CONTRACTS	193.40	193.40	-	-
20230310	15168	ROCKINGHAM COOPERATIVE	MAINTENANCE SUPPLIES	74.05	74.05	-	-
20230310	15169	RXBENEFITS INC	SELF INSURANCE	8.87	-	-	8.87
20230310	15170	SHEN.VALLEY ELECTRIC COOP	ELECTRIC SERVICE	85.48	85.48	-	-
20230310	15171	SYCOM TECHNOLOGIES LLC	EQUIPMENT	320.94	320.94	-	-
20230310	15172	WASH J & L, INC	VEHICLE MAINTENANCE	369.00	369.00	-	-

DATE	CHECK#	PAYEE	DESCRIPTION	TOTAL	GENERAL	CENTRAL	MISC
20230310	15173	XEROX CORP.	OFFICE SUPPLIES	708.98	708.98	-	-
20230310	15174	JAMES WOOD	CONTRACTUAL SERVICE	680.00	680.00	-	-
20230310	15175	JESSICA WEINSTOCK	CONTRACTUAL SERVICE	360.00	360.00	-	-
20230310	15176	GENERAL SALES OF VA INC	JANITORIAL SUPPLIES	224.55	-	-	224.55
20230317	15177	ADVANCED TELEPHONE & DATA	CONTRACTUAL REPAIRS & MAINT.	140.00	-	-	140.00
20230317	15178	AUGUSTA PAINT	MAINT. & UPKEEPS OF SITES	551.88	551.88	-	-
20230317	15179	BATTERIES PLUS LLC	MAINTENANCE SUPPLIES	27.90	27.90	-	-
20230317	15180	BRODART CO.	LIBRARY MATERIALS & SUPPLIES	5.03	5.03	-	-
20230317	15181	CAMPUS FORD	EQUIPMENT MAINT. & REPAIRS	2,389.72	2,389.72	-	-
20230317	15182	CARD CONNECT LLC	CREDIT CARD FEES	2,087.95	2,087.95	-	-
20230317	15183	CLEAR COMMUNICATIONS	VEHICLE MAINTENANCE	672.70	672.70	-	-
20230317	15184	COUNTY OF AUGUSTA HEALTH	SELF INSURANCE	426,079.19	-	277.50	425,801.69
20230317	15185	FASTENAL COMPANY	REPAIR & MAINT.-SHOP	276.81	276.81	-	-
20230317	15186	FIRSTPOINT COLLECTION	COLLECTIONS	3.61	-	-	3.61
20230317	15187	FISHER AUTO PARTS, INC.	EQUIPMENT MAINT. & REPAIRS	511.87	511.87	-	-
20230317	15188	FLEXIBLE BENEFIT ADMINIST	FEES	121.10	121.10	-	-
20230317	15189	KPD, INC. PORT-A-JOHNS	RENT	693.93	693.93	-	-
20230317	15190	LANGUAGE LINE SERVICES	TELEPHONE SERVICE	334.95	334.95	-	-
20230317	15191	LEAF	OFFICE SUPPLIES	1,241.00	1,118.00	123.00	-
20230317	15192	MIDWEST TAPE, LLC	ELECTRONIC MATERIALS	1,046.19	1,046.19	-	-
20230317	15193	OFFICE DEPOT	OFFICE SUPPLIES	1,082.39	1,082.39	-	-
20230317	15194	ROCKINGHAM COOPERATIVE	JANITORIAL SUPPLIES	85.35	85.35	-	-
20230317	15195	RXBENEFITS INC	SELF INSURANCE	799.73	-	-	799.73
20230317	15196	SHEN.VALLEY ELECTRIC COOP	ELECTRIC SERVICE	4,119.22	3,669.02	-	450.20
20230317	15197	SOUTHERN ELEVATOR	BLDG MAINT SVC CONTRACTS	5,199.40	5,199.40	-	-
20230317	15198	SYCOM TECHNOLOGIES LLC	MAINT SVC CONTRACTS	516.08	516.08	-	-
20230317	15199	WASTE MANAGEMENT OF VA.	REFUSE COLLECTION	1,301.18	1,301.18	-	-
20230317	15200	WAYNE OXYGEN & WELDING	MAINT SVC CONTRACTS	26.88	26.88	-	-
20230317	15201	SHEN.VALLEY ELECTRIC COOP	ELECTRIC SERVICE	720.56	-	-	720.56
20230324	15202	AUGUSTA PAINT	NATURAL CHIMNEYS	180.95	180.95	-	-
20230324	15203	CLEAR COMMUNICATIONS	VEHICLE MAINTENANCE	320.15	320.15	-	-
20230324	15204	COUNTY OF AUGUSTA HEALTH	SELF INSURANCE	289,668.87	-	0.39	289,668.48
20230324	15205	DEMCO INC	LIBRARY MATERIALS & SUPPLIES	387.70	387.70	-	-
20230324	15206	FISHER AUTO PARTS, INC.	POWER EQUIP. MAINT. & REPAIRS	9.46	9.46	-	-
20230324	15207	FLEXIBLE BENEFIT ADMINIST	COBRA FEES	121.10	121.10	-	-
20230324	15208	GENERAL SALES OF VA INC	JANITORIAL SUPPLIES	1,187.38	1,187.38	-	-
20230324	15209	JENNIFER WHETZEL	REIMBURSEMENT	58.73	58.73	-	-
20230324	15210	LEAF	OFFICE SUPPLIES	426.23	207.58	218.65	-

DATE	CHECK#	PAYEE	DESCRIPTION	TOTAL	GENERAL	CENTRAL	MISC
20230324	15211	MIDWEST TAPE, LLC	DVD'S	200.92	200.92	-	-
20230324	15212	OFFICE DEPOT	OFFICE SUPPLIES	177.76	177.76	-	-
20230324	15213	ROBERTS OXYGEN CO.,INC.	MAINTENANCE CONTRACTS	58.30	58.30	-	-
20230324	15214	ROCKINGHAM COOPERATIVE	MAINTENANCE SUPPLIES	18.69	18.69	-	-
20230324	15215	RXBENEFITS INC	SELF INSURANCE	108.77	-	-	108.77
20230324	15216	SAVE ON SP, LLC	SELF INSURANCE	12,894.06	-	-	12,894.06
20230324	15217	WASH J & L, INC	VEHICLE MAINTENANCE	8.00	8.00	-	-
20230324	15218	ROTO-ROOTER SEWER &	MAINT. & UPKEEP OF SITES	361.00	-	-	361.00
20230324	15219	WILLIAMS SCOTSMAN INC	MOBILE OFFICE	840.00	-	-	840.00
20230331	15220	BLACKSTONE PUBLISHING	AUDIO BOOKS	978.59	978.59	-	-
20230331	15221	BRUBECK LIVING TRUST	RENT	969.00	969.00	-	-
20230331	15222	COUNTY OF AUGUSTA HEALTH	SELF INSURANCE	601,371.74	-	(287.61)	601,659.35
20230331	15223	ESRI, INC.	COMPUTER EQUIPMENT	1,485.00	1,485.00	-	-
20230331	15224	FISHER AUTO PARTS, INC.	VEHICLE MAINTENANCE	35.96	35.96	-	-
20230331	15225	HATHAWAY INC.	REPAIRS & MAINT. SUPPLIES-BLDGS.	175.57	175.57	-	-
20230331	15226	JENKINS SECURITY SERVICE	MAINTENANCE SUPPLIES	16.20	16.20	-	-
20230331	15227	MIDWEST TAPE, LLC	DVD'S	60.73	60.73	-	-
20230331	15228	OFFICE DEPOT	OFFICE SUPPLIES	733.95	733.95	-	-
20230331	15229	ROCKINGHAM COOPERATIVE	MAINTENANCE SUPPLIES	53.02	53.02	-	-
20230331	15230	SAFEWARE, INC.	EMS SUPPLIES	755.00	-	-	755.00
20230331	15232	SUPERIOR PLUS ENERGY SERV	PROPANE	218.57	218.57	-	-
20230331	15233	THE GUN SHOP	TACTICAL UNIT EXPENSES	5,339.70	5,339.70	-	-
20230331	15234	TOWN POLICE SUPPLY	POLICE SUPPLIES	8,580.00	3,003.00	-	5,577.00
20230303	622276	AMAZON CAPITAL SERVICES	MISCELLANEOUS SUPPLIES	2,673.51	1,426.23	-	1,247.28
20230303	622277	AT&T	TELEPHONE SERVICE	97.49	97.49	-	-
20230303	622278	ATKINS AUTOMOTIVE CO.,INC	EQUIPMENT MAINT. & REPAIRS	57.43	57.43	-	-
20230303	622281	AUGUSTA COUNTY SERVICE	WATER & SEWER	73.42	73.42	-	-
20230303	622282	AUGUSTA COUNTY 4-H AND	DONATION	4,500.00	4,500.00	-	-
20230303	622284	BAI MUNICIPAL SOFTWARE	MAINTENANCE	9,429.00	9,429.00	-	-
20230303	622287	BCT	MISCELLANEOUS SUPPLIES	85.00	85.00	-	-
20230303	622288	BLAUCH BROTHERS INC	CONTRACTED REPAIRS & MAINT.	251.00	251.00	-	-
20230303	622289	BLUE RIDGE SAFETY AND HEA	EQUIPMENT	2,700.00	2,700.00	-	-
20230303	622290	BOUND TREE MEDICAL, LLC	EMS SUPPLIES	545.86	545.86	-	-
20230303	622291	BOYERS 72 DEGREES HEATING	REPAIRS & MAINT. SUPPLIES-BLDGS.	486.00	486.00	-	-
20230303	622293	CAVE TOWN PROPERTIES LLC	RENT	3,604.00	3,604.00	-	-
20230303	622294	CENTRAL VIRGINIA ELECTRIC	ELECTRIC SERVICE	259.78	259.78	-	-
20230303	622295	CENTURYLINK COMMUNICATION	TELEPHONE SERVICE	14,868.47	14,868.47	-	-
20230303	622296	CINTAS CORPORATION #394	JANITORIAL SUPPLIES	414.04	414.04	-	-

DATE	CHECK#	PAYEE	DESCRIPTION	TOTAL	GENERAL	CENTRAL	MISC
20230303	622298	COLONIAL AUTO CENTER	EQUIPMENT MAINT. & REPAIRS	8,416.18	8,416.18	-	-
20230303	622300	DOMINION ENERGY VIRGINIA	ELECTRIC SERVICE	10,866.70	8,541.02	2,325.68	-
20230303	622302	GIB LEWIS	REIMBURSEMENT	150.00	150.00	-	-
20230303	622303	GREAT EASTERN RESORT	RENTAL	1,150.00	1,150.00	-	-
20230303	622304	GREGORY PUMPHREY	REIMBURSEMENT	25.00	25.00	-	-
20230303	622305	HARRISONBURG HONDA, HYUNDA	VEHICLE MAINTENANCE	2,484.79	2,484.79	-	-
20230303	622306	HENRY SCHEIN INC	EMS SUPPLIES	144.96	144.96	-	-
20230303	622310	INGRAM LIBRARY SERVICES	BOOKS	1,429.41	1,429.41	-	-
20230303	622311	JANICE OAKLEY	REIMBURSEMENT	94.32	94.32	-	-
20230303	622312	JOHN BENNER	REIMBURSEMENT	255.75	255.75	-	-
20230303	622318	MANSFIELD OIL COMPANY	FUEL PURCHASES	46,138.63	46,057.89	-	80.74
20230303	622319	MARSH & MCLENNAN AGENCY	RETAINER SERVICES	2,583.33	2,583.33	-	-
20230303	622320	MCDONOUGH TOYOTA	VEHICLE	28,762.59	-	28,762.59	-
20230303	622321	MEDICAL REMOVAL SERVICES	MEDICAL WASTE	152.00	152.00	-	-
20230303	622322	MIKE GIBSON MANUFACTURING	POLICE & AMMO RANGE SUPPLIES	3,324.44	3,324.44	-	-
20230303	622323	MILLER'S SMORGASBORD	PROGRAM SUPPLIES	100.00	100.00	-	-
20230303	622325	MY GUYS MOVING	COUNTY COURTHOUSE	960.00	-	-	960.00
20230303	622327	NIELSEN BUILDERS INC	CONTRACTED REPAIRS & MAINT.	2,500.00	2,500.00	-	-
20230303	622328	NORTHWEST HARDWOODS, INC-G	GROUND REPAIR & MAINT. SUPPLIES	1,500.00	1,500.00	-	-
20230303	622329	OPTIMA BEHAVIORAL HEALTH	EAP	557.50	557.50	-	-
20230303	622332	SHAMROCK TIRE & AUTO	VEHICLE MAINTENANCE	2,793.85	2,793.85	-	-
20230303	622333	SHEEHY FORD LINCOLN	VEHICLE	414,787.32	-	-	414,787.32
20230303	622334	SHEEHY MUNICIPAL SALES &	VEHICLE	43,923.76	-	-	43,923.76
20230303	622335	SHEN.VALLEY OFFICE EQUIP.	OFFICE SUPPLIES	69.00	69.00	-	-
20230303	622336	SHENANDOAH AWARDS	APPAREL	530.70	530.70	-	-
20230303	622337	SHI INTERNATIONAL CORP	GOVERNMENT CENTER SECURITY	1,985.78	409.34	-	1,576.44
20230303	622338	SHIELDS INVESTMENT CO LLC	RENT	2,200.00	2,200.00	-	-
20230303	622340	SMOOTH ATHLETICS LTD	APPAREL	24.00	24.00	-	-
20230303	622343	T&A CLEANING	JANITORIAL SERVICES	5,050.00	5,050.00	-	-
20230303	622344	TEAM VIEWER GERMANY GMBH	SUBSCRIPTION	612.00	612.00	-	-
20230303	622345	THE BERKLEY GROUP, LLC	PROFESSIONAL SERVICES	1,368.99	1,368.99	-	-
20230303	622346	TIMMY FITZGERALD	REIMBURSEMENT	47.00	47.00	-	-
20230303	622347	TREASURER OF VIRGINIA	CORONER SERVICE	20.00	20.00	-	-
20230303	622348	TREASURER OF VIRGINIA	DANGEROUS DOG REGISTRY	25.00	25.00	-	-
20230303	622350	VERIZON	TELEPHONE SERVICE	127.49	127.49	-	-
20230303	622352	VIRTUAL ACADEMY	TRAINING	1,225.00	1,225.00	-	-
20230303	622353	WINTERGREEN PROPERTY	RENT - DEVIL'S KNOB	4,209.45	4,209.45	-	-
20230303	622354	WITMER PUBLIC SAFETY	APPAREL	1,070.99	1,070.99	-	-

DATE	CHECK#	PAYEE	DESCRIPTION	TOTAL	GENERAL	CENTRAL	MISC
20230303	622355	WITZ, LLC	RENT	1,175.00	1,175.00	-	-
20230303	622356	WORKING FIRE FURNITURE &	FURNITURE & FIXTURES	2,049.98	2,049.98	-	-
20230303	622357	YOUNG'S MECHANICAL SOLUTI	CONTRACTED REPAIRS & MAINT.	250.00	250.00	-	-
20230303	622358	COLUMBIA GAS	GAS CONSUMPTION	449.63	449.63	-	-
20230303	622359	COLUMBIA GAS	GAS CONSUMPTION	6,110.67	6,110.67	-	-
20230303	622360	COMCAST	INTERNET	113.35	113.35	-	-
20230303	622361	COMCAST	INTERNET	104.85	104.85	-	-
20230303	622362	COMCAST	INTERNET	96.90	96.90	-	-
20230303	622363	COMCAST	INTERNET	225.67	225.67	-	-
20230303	622364	COMCAST	INTERNET	256.69	256.69	-	-
20230303	622365	COMCAST	INTERNET	707.01	707.01	-	-
20230303	622366	DAVE'S DIVERSIFIED SERVIC	REFUND	56.25	56.25	-	-
20230303	622367	SIPE'S HOME IMPROVEMENTS	REFUND	56.25	56.25	-	-
20230303	622368	AHW VETERINARY, INC.	VETERINARY SERVICE	1,447.00	-	-	1,447.00
20230303	622369	BRANDYWINE GREEN LLC	VETERINARY SERVICE	524.00	-	-	524.00
20230303	622370	ZEP SALES & SERVICE	JANITORIAL SUPPLIES	175.99	-	-	175.99
20230310	622463	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	1,073.83	740.83	-	333.00
20230310	622464	AMERICAN OF VIRGINIA INC	VOTING MACHINES	4,160.00	4,160.00	-	-
20230310	622465	AT&T	TELEPHONE SERVICE	1.52	1.52	-	-
20230310	622466	AUGUSTA BAR ASSOCIATION	DUES	40.00	40.00	-	-
20230310	622468	AUGUSTA COUNTY GENERAL	PUBLIC DEFENDER	170.00	170.00	-	-
20230310	622469	AXON ENTERPRISE INC	POLICE SUPPLIES	6,400.00	6,400.00	-	-
20230310	622470	B & H PHOTO-VIDEO	SHERIFF EQUIPMENT	1,790.85	-	-	1,790.85
20230310	622471	BCT	OFFICE SUPPLIES	32.50	32.50	-	-
20230310	622472	BIG L TIRE	EQUIPMENT MAINT. & REPAIRS	2,206.44	2,206.44	-	-
20230310	622473	BMS DIRECT	OFFICE SUPPLIES	3,222.30	3,222.30	-	-
20230310	622474	BOUND TREE MEDICAL, LLC	EMS SUPPLIES	231.87	231.87	-	-
20230310	622475	BTS TOWING SERVICE	TRASH SERVICE	1,959.00	1,423.23	535.77	-
20230310	622477	CENGAGE LEARNING INC / GA	BOOKS	659.76	659.76	-	-
20230310	622478	CINTAS CORPORATION #394	MAINT SVC CONTRACTS	1,090.01	1,090.01	-	-
20230310	622479	CITY OF STAUNTON	WATER & SEWER	1,258.44	1,258.44	-	-
20230310	622480	COMM.OF REVENUE ASSOC. OF	TRAINING	985.00	985.00	-	-
20230310	622482	CUSTOM DELIVERIES OF VA	COURIER SERVICE	1,265.00	1,265.00	-	-
20230310	622484	DIRECTV	RECEIVER SERVICE	8.40	8.40	-	-
20230310	622485	DOMINION ENERGY VIRGINIA	ELECTRIC SERVICE	26,123.65	19,611.28	6,512.37	-
20230310	622486	DOMINION OUTDOORS INC	AMMO RANGE SUPPLIES	374.75	374.75	-	-
20230310	622487	DUANE DUNCAN	REIMBURSEMENT	44.33	44.33	-	-
20230310	622488	EAST COAST EMERGENCY	EQUIPMENT	168,333.05	-	-	168,333.05

DATE	CHECK#	PAYEE	DESCRIPTION	TOTAL	GENERAL	CENTRAL	MISC
20230310	622489	ENERG WELLNESS SOLUTIONS	WELLNESS EQUIPMENT	562.69	562.69	-	-
20230310	622491	FIDELITY NATIONAL TITLE	TAX REFUND	1,932.53	1,932.53	-	-
20230310	622492	FIRE & SAFETY EQUIPMENT	SCBA REPAIRS & MAINT.	10,105.15	10,105.15	-	-
20230310	622493	FRIENDS OF AUGUSTA COUNTY	REIMBURSEMENT	228.83	228.83	-	-
20230310	622494	GALLS, LLC	APPAREL	2,671.02	2,671.02	-	-
20230310	622495	GRAINGER	REPAIR & MAINT.-SHOP/GENERAL	40.23	40.23	-	-
20230310	622499	HOME DEPOT CREDIT SERVICE	MAINTENANCE SUPPLIES	330.44	330.44	-	-
20230310	622500	IDIEHL TIRE	REPAIRS & MAINT.-CONTRACTUAL	72.93	72.93	-	-
20230310	622501	INGRAM LIBRARY SERVICES	BOOKS	2,021.30	2,021.30	-	-
20230310	622503	JOHNSON CONTROLS FIRE	MAINT SVC CONTRACTS	1,055.30	1,055.30	-	-
20230310	622504	JOSHUA K BAILEY	REIMBURSEMENT	462.00	462.00	-	-
20230310	622506	KCB WATER DELIVERY	WATER FOR SAW RANGE	100.00	-	-	100.00
20230310	622508	LIFE-ASSIST, INC	EMS SUPPLIES	706.40	706.40	-	-
20230310	622509	LINGO NETWORKS	INTERNET	74.00	74.00	-	-
20230310	622510	LISA FRACHER	REIMBURSEMENT	92.35	92.35	-	-
20230310	622511	MANSFIELD OIL COMPANY	FUEL PURCHASES	20,116.54	20,041.75	-	74.79
20230310	622513	MERIDIAN WASTE	REFUSE COLLECTION	61,212.02	61,212.02	-	-
20230310	622514	MG-W TELEPHONE	TELEPHONE SERVICE	1,771.57	1,771.57	-	-
20230310	622515	MIA KIVLIGHAN	REIMBURSEMENT	1,587.00	1,587.00	-	-
20230310	622516	MID VALLEY PRESS	OFFICE SUPPLIES	1,108.00	1,108.00	-	-
20230310	622517	MINDAY M CRAUN	REIMBURSEMENT	385.81	385.81	-	-
20230310	622518	OCLC, INC	SUBSCRIPTION	47.69	47.69	-	-
20230310	622520	ON TIME SPORTS	CRIME PREVENTION SUPPLIES	499.00	499.00	-	-
20230310	622521	OUTDOOR ENTERPRISES	GROUNDS MAINT. SVC CONTRACT	2,190.00	2,190.00	-	-
20230310	622524	PRO QUALITY CLEANING	CLEANING SERVICE	2,215.00	2,215.00	-	-
20230310	622525	RAM SOFTWARE SYSTEMS INC	COMPUTER SOFTWARE	721.00	-	-	721.00
20230310	622526	RENEE G PULLEN	REIMBURSEMENT	958.93	958.93	-	-
20230310	622527	RICE TIRE	VEHICLE MAINTENANCE	71.08	71.08	-	-
20230310	622529	RIVER HILL GARDENS FLORIS	FLOWERS	152.69	152.69	-	-
20230310	622530	SEGRA	TELEPHONE SERVICE	1,511.09	1,293.09	218.00	-
20230310	622531	SHAMROCK TIRE & AUTO	VEHICLE MAINTENANCE	6,141.02	6,141.02	-	-
20230310	622532	SHEN.VALLEY OFFICE EQUIP.	OFFICE SUPPLIES	1,135.80	1,008.22	127.58	-
20230310	622533	SHI INTERNATIONAL CORP	INFORMATION TECHNOLOGY	754.76	600.00	-	154.76
20230310	622535	STAPLES BUSINESS CREDIT	OFFICE SUPPLIES	7,765.03	4,079.51	3,378.18	307.34
20230310	622536	STOP STICK, LTD	EQUIPMENT	30,525.00	-	-	30,525.00
20230310	622537	T B PALLETS LLC	GROUNDS REPAIR & MAINT. SUPPLIES	310.00	310.00	-	-
20230310	622538	THE POLICE & SHERIFFS PRE	OFFICE SUPPLIES	17.60	17.60	-	-
20230310	622539	TIRE DISCOUNTERS	EQUIPMENT MAINT. & REPAIRS	224.22	224.22	-	-

DATE	CHECK#	PAYEE	DESCRIPTION	TOTAL	GENERAL	CENTRAL	MISC
20230310	622540	TOWN OF CRAIGSVILLE	REIMBURSEMENT	600.00	-	-	600.00
20230310	622541	TRACY HUMPHREYS	REIMBURSEMENT	94.77	94.77	-	-
20230310	622542	U. S. POSTAL SERVICE	POSTAGE	15,000.00	-	15,000.00	-
20230310	622543	UNIVERSITY OF VIRGINIA	TRAVEL/TRAINING	200.00	200.00	-	-
20230310	622544	V.A.A.O.	DUES	360.00	360.00	-	-
20230310	622545	VERIZON	TELEPHONE SERVICE	1,357.76	1,357.76	-	-
20230310	622546	VERIZON WIRELESS	TELEPHONE SERVICE	10,274.59	10,090.98	23.22	160.39
20230310	622547	VERTICAL BRIDGE S3 ASSETS	TOWER RENT	3,922.46	3,922.46	-	-
20230310	622548	VET. EMERGENCY SERV. INC.	VETERINARY SERVICE	233.35	233.35	-	-
20230310	622549	VIRGINIA TOURISM CORP	TOURISM	1,386.00	1,386.00	-	-
20230310	622550	WITMER PUBLIC SAFETY	APPAREL	350.00	350.00	-	-
20230310	622551	XEROX FINANCIAL SERVICES	OFFICE SUPPLIES	1,939.00	1,800.00	139.00	-
20230310	622552	XPRESS LUBE	VEHICLE MAINTENANCE	51.59	51.59	-	-
20230310	622553	LUMOS	TELEPHONE SERVICE	43.12	-	43.12	-
20230310	622554	STERICYCLE, INC.	SHREDDING SERVICES	80.25	64.20	16.05	-
20230310	622555	COMCAST	INTERNET	313.76	313.76	-	-
20230310	622556	LUMOS	TELEPHONE SERVICE	14.05	14.05	-	-
20230310	622557	LUMOS	TELEPHONE SERVICE	78.17	78.17	-	-
20230310	622558	LUMOS	TELEPHONE SERVICE	72.02	72.02	-	-
20230310	622559	LUMOS	TELEPHONE SERVICE	982.13	982.13	-	-
20230310	622560	STERICYCLE, INC.	SHREDDING SERVICES	116.01	116.01	-	-
20230310	622561	STERICYCLE, INC.	SHREDDING SERVICES	42.80	42.80	-	-
20230310	622562	AHW VETERINARY, INC.	VETERINARY SERVICE	562.93	-	-	562.93
20230310	622563	AUGUSTA REGIONAL SPCA, IN	VETERINARY SERVICE	3,965.00	-	-	3,965.00
20230310	622564	CANDY HENSLEY	REIMBURSEMENT	29.35	-	-	29.35
20230310	622565	COMCAST	INTERNET	150.95	-	-	150.95
20230310	622566	LUMOS	TELEPHONE SERVICE	138.82	-	-	138.82
20230310	622567	SMOOTH ATHLETICS LTD	APPAREL	1,645.00	-	-	1,645.00
20230317	622615	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	942.54	942.54	-	-
20230317	622618	AT&T MOBILITY	TELEPHONE SERVICE	107.00	107.00	-	-
20230317	622619	AUGUSTA COUNTY SERVICE	WATER & SEWER	962.62	962.62	-	-
20230317	622620	AUGUSTA HEALTH	PHYSICALS	2,750.00	2,750.00	-	-
20230317	622621	AUGUSTA PETRO COOP INC	FUEL PURCHASES	4,814.28	4,814.28	-	-
20230317	622622	BAI MUNICIPAL SOFTWARE	TECHNICAL SUPPORT	23,629.00	23,629.00	-	-
20230317	622623	BALZER & ASSOCIATES INC	PROFESSIONAL SERVICES	2,600.54	-	-	2,600.54
20230317	622624	BANKERS INSURANCE LLC	INSURANCE	112.00	112.00	-	-
20230317	622625	BCT	OFFICE SUPPLIES	32.50	32.50	-	-
20230317	622626	BLAUCH BROTHERS INC	CONTRACTED REPAIRS & MAINT.	590.00	590.00	-	-

DATE	CHECK#	PAYEE	DESCRIPTION	TOTAL	GENERAL	CENTRAL	MISC
20230317	622627	BMS DIRECT	OFFICE SUPPLIES	1,096.78	1,096.78	-	-
20230317	622628	BOUND TREE MEDICAL, LLC	EMS SUPPIES	2,110.97	2,110.97	-	-
20230317	622629	BTS TOWING SERVICE	TRASH SERVICE	67,330.50	67,330.50	-	-
20230317	622630	C & S DISPOSAL INC	TRASH SERVICE	93.00	93.00	-	-
20230317	622631	CANON FINANCIAL SERVICES	OFFICE SUPPLIES	101.51	101.51	-	-
20230317	622632	CAPITAL ELECTRIC	MAINTENANCE SUPPLIES	858.78	858.78	-	-
20230317	622635	CHECKERED FLAG GRAFFIX	VEHICLE MAINTENANCE	4,925.00	-	-	4,925.00
20230317	622636	CINTAS CORPORATION #394	JANITORIAL SUPPLIES	977.23	977.23	-	-
20230317	622637	COMCAST	INTERNET	2,593.48	2,593.48	-	-
20230317	622638	COMM.OF REVENUE ASSOC. OF	TRAINING	2,100.00	2,100.00	-	-
20230317	622639	COMPLETE CARE OF VA	BLDG MAINT SVC CONTRACT	111.00	111.00	-	-
20230317	622642	CURE, INC	ADVERTISING	3,139.28	3,139.28	-	-
20230317	622644	DESIGNED FOR YOU CUSTOM L	RECOGNITION & TRAINING EXPENSES	110.00	110.00	-	-
20230317	622645	DOMINION ENERGY VIRGINIA	ELECTRIC SERVICE	10,180.60	8,557.29	1,623.31	-
20230317	622646	GALLS, LLC	APPAREL	56.50	56.50	-	-
20230317	622647	GENSERV LLC	CONTRACTED REPAIRS & MAINT.	4,402.00	4,102.00	-	300.00
20230317	622648	GOODMAN SPECIALIZED VEHIC	EQUIPMENT MAINT. & REPAIRS	5,431.20	5,431.20	-	-
20230317	622649	GRAINGER	MAINTENANCE SUPPLIES	372.14	372.14	-	-
20230317	622650	GTP ACQUISITION PARTNERS	RENTAL	4,436.23	4,436.23	-	-
20230317	622652	HARRISONBURG HONDA, HYUNDA	VEHICLE MAINTENANCE	1,440.98	1,440.98	-	-
20230317	622655	INGRAM LIBRARY SERVICES	BOOKS	846.06	846.06	-	-
20230317	622656	J. SCOTT JUST, M.D.	OMD	4,200.00	4,200.00	-	-
20230317	622657	KANDI RENEE HARNER	SEIZURE ESCROW FUND	1,062.00	-	-	1,062.00
20230317	622658	KIMBALL MIDWEST	NATURAL CHIMNEYS	527.76	527.76	-	-
20230317	622659	LABORATORY CORPORATION OF	PHYSICALS	264.00	264.00	-	-
20230317	622660	LIBRARICA LLC	MAINT SVC CONTRACT	521.25	521.25	-	-
20230317	622661	LIFE-ASSIST, INC	EMS SUPPLIES	4,228.62	4,228.62	-	-
20230317	622662	LOWES COMPANIES, INC.	MAINTENANCE SUPPLIES	1,374.27	1,224.31	-	149.96
20230317	622663	MAGIC CITY SPRINKLER INC	CONTRACTED REPAIRS & MAINT.	525.00	525.00	-	-
20230317	622664	MANSFIELD OIL COMPANY	FUEL PURCHASES	18,269.76	18,269.76	-	-
20230317	622666	MY GUYS MOVING	COUNTY COURTHOUSE	960.00	-	-	960.00
20230317	622667	NATIONAL CENTER FOR STATE	OFFICE SUPPLIES	15.10	15.10	-	-
20230317	622668	NATIONAL POOLS	POOL SUPPLIES	1,548.00	1,548.00	-	-
20230317	622669	NCSI	PROGRAM SUPPLIES	18.50	18.50	-	-
20230317	622670	NEW HOPE TELEPHONE	TELEPHONE SERVICE	358.35	358.35	-	-
20230317	622672	NORTHWEST HARDWOODS, INC-G	GROUND REPAIR & MAINT. SUPPLIES	1,500.00	1,500.00	-	-
20230317	622673	PIONEER MANUFACTURING CO	PROGRAM EQUIP. & MATERIALS	1,314.77	1,314.77	-	-
20230317	622674	QUEEN CITY CREATIVE	CREATIVE SERVICES	3,895.00	3,895.00	-	-

DATE	CHECK#	PAYEE	DESCRIPTION	TOTAL	GENERAL	CENTRAL	MISC
20230317	622677	ROANOKE VALLEY ELEVATOR	BUILDING MAINT. SVC CONTRACTS	1,125.00	1,125.00	-	-
20230317	622678	ROBYN WILHELM	REIMBURSEMENT	256.87	256.87	-	-
20230317	622679	ROWMAN & LITTLEFIELD	BOOKS	60.37	60.37	-	-
20230317	622680	SAMANTHA ALEXANDER	REIMBURSEMENT	211.76	211.76	-	-
20230317	622682	SHADED BY J WINDOW TINTIN	VEHICLE MAINTENANCE	540.00	540.00	-	-
20230317	622683	SHAMROCK TIRE & AUTO	VEHICLE MAINTENANCE	2,891.80	2,891.80	-	-
20230317	622684	SHEN.VALLEY OFFICE EQUIP.	OFFICE SUPPLIES	75.00	-	-	75.00
20230317	622685	SHENANDOAH AWARDS	APPAREL	1,485.14	1,485.14	-	-
20230317	622686	SHENTEL	TELEPHONE SERVICE	1,430.15	1,430.15	-	-
20230317	622687	SHI INTERNATIONAL CORP	INFORMATION TECHNOLOGY	3,291.85	-	-	3,291.85
20230317	622689	SMITH'S ADDRESSING MACHIN	EQUIPMENT	1,532.00	-	-	1,532.00
20230317	622691	SONOCO PRODUCTS CO	RECYCLE	704.70	704.70	-	-
20230317	622692	STAUNTON VETERINARY CLINI	VETERINARY SERVICE	50.00	50.00	-	-
20230317	622695	SUSAN KILLINGSWORTH	REIMBURSEMENT	73.10	73.10	-	-
20230317	622696	THE BERKLEY GROUP, LLC	PROFESSIONAL SERVICES	1,320.00	1,320.00	-	-
20230317	622698	TOWN OF CRAIGSVILLE	WATER & SEWER	71.00	71.00	-	-
20230317	622699	TREASURER OF VA	STORMWATER FEES	2,268.00	2,268.00	-	-
20230317	622700	TREASURER OF VIRGINIA	CORONER SERVICE	20.00	20.00	-	-
20230317	622701	TREASURER OF VIRGINIA	TELEPHONE SERVICE	229.58	229.37	0.21	-
20230317	622702	TRIAD SERVICE CENTER	POWER EQUIP. MAINT. & SUPPLIES	197.87	197.87	-	-
20230317	622703	TRINITY TURF INC	GROUNDS REPAIR & MAINT. SUPPLIES	109.00	109.00	-	-
20230317	622704	VACORP-VIRGINIA ASSOC.	INSURANCE	151,379.50	151,379.50	-	-
20230317	622705	VALLEY CHEMICAL SOLUTIONS	POOL SUPPLIES	470.05	470.05	-	-
20230317	622706	VERIZON	TELEPHONE SERVICE	17,149.59	16,937.95	211.64	-
20230317	622707	VERIZON WIRELESS	TELEPHONE SERVICE	829.11	708.15	-	120.96
20230317	622708	VERONA CAR CARE INC	VEHICLE MAINTENANCE	74.89	74.89	-	-
20230317	622709	VIRGINIA FRAME BUILDERS	GROUNDS REPAIR & MAINT. SUPPLIES	45.34	45.34	-	-
20230317	622710	WAYNESBORO EDA	GART	417.99	417.99	-	-
20230317	622712	WITMER PUBLIC SAFETY	APPAREL	438.00	438.00	-	-
20230317	622713	COLUMBIA GAS	GAS CONSUMPTION	33.83	33.83	-	-
20230317	622714	COMCAST	INTERNET	113.35	113.35	-	-
20230317	622715	COMCAST	INTERNET	225.86	225.86	-	-
20230317	622716	COMCAST	INTERNET	33.52	33.52	-	-
20230317	622717	COMCAST	INTERNET	106.85	106.85	-	-
20230317	622718	COMCAST	INTERNET	109.85	109.85	-	-
20230317	622719	COMCAST	INTERNET	89.90	89.90	-	-
20230317	622720	COMCAST	INTERNET	94.85	94.85	-	-
20230317	622721	COMCAST	INTERNET	111.85	111.85	-	-

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20230317	622722	COMCAST	INTERNET	106.85	106.85	-	-
20230317	622723	AHW VETERINARY, INC.	VETERINARY SERVICE	2,314.87	-	-	2,314.87
20230317	622724	AUGUSTA COUNTY SERVICE	WATER & SEWER	137.50	-	-	137.50
20230317	622725	BRANDY C. CALLISON, DVM	VETERINARY SERVICE	1,820.00	-	-	1,820.00
20230317	622726	JUST TECH LLC	OFFICE SUPPLIES	565.07	-	-	565.07
20230317	622727	REPUBLIC SERVICES #410	WASTE COLLECTION	644.48	-	-	644.48
20230317	622728	WESTWOOD ANIMAL HOSPITAL	VETERINARY SERVICE	928.40	-	-	928.40
20230324	623831	AAA ELECTRIC, LLC	CHURCHVILLE SOLID WASTE SITE	2,751.04	-	-	2,751.04
20230324	623832	AARP	AARP COURSE	260.00	260.00	-	-
20230324	623833	AMAZON CAPITAL SERVICES	EQUIPMENT	957.75	957.75	-	-
20230324	623834	AMERICAN PEST MANAGEMENT	PEST CONTROL	115.81	115.81	-	-
20230324	623835	ASSOCIATON OF DISTRICT	DUES	60.00	60.00	-	-
20230324	623836	ATLANTIS GLOBAL LLC	POLICE SUPPLIES	911.70	911.70	-	-
20230324	623837	AUGUSTA COUNTY EDA	VATI PROJECT	120,354.86	-	-	120,354.86
20230324	623838	AUGUSTA COUNTY GENERAL	PUBLIC DEFENDER	120.00	120.00	-	-
20230324	623839	AUGUSTA COUNTY SERVICE	WATER & SEWER	150.72	150.72	-	-
20230324	623840	BMS DIRECT	POSTAGE	33,600.00	33,600.00	-	-
20230324	623841	BOUND TREE MEDICAL, LLC	EMS SUPPLIES	2,098.33	2,098.33	-	-
20230324	623842	BTS TOWING SERVICE	RECYCLE CONTAINER REPAIR	2,613.86	-	-	2,613.86
20230324	623843	CALEB S KRAMER	REIMBURSEMENT	270.00	270.00	-	-
20230324	623844	CANN ENTERPRISES INC	POLICE SUPPLIES	64.35	64.35	-	-
20230324	623845	CHRISTOPHER SIMPSON	REIMBURSEMENT	32.50	32.50	-	-
20230324	623846	CINTAS CORPORATION #394	JANITORIAL SUPPLIES	776.63	776.63	-	-
20230324	623847	CONNER'S TOWING SERVICE	TOWING	150.00	150.00	-	-
20230324	623848	COUNTY OF AUGUSTA	JUROR	92.02	32.02	-	60.00
20230324	623849	DOMINION ENERGY VIRGINIA	ELECTRIC SERVICE	10,392.91	7,477.54	2,915.37	-
20230324	623850	DOMINION OUTDOORS INC	AMMO RANGE SUPPLIES	314.58	314.58	-	-
20230324	623851	ELANA SORRELL	REIMBURSEMENT	39.00	39.00	-	-
20230324	623852	ELDON JAMES & ASSOC. INC.	LEGISLATIVE SERVICES	2,580.00	2,580.00	-	-
20230324	623853	EMERGENCY SERVICES MARKET	MAINT SVC CONTRACT-SUBSCRIPTION	10,090.00	10,090.00	-	-
20230324	623854	ERIN GNIDZIEJKO-SMITH	GART	450.00	450.00	-	-
20230324	623855	GALLS, LLC	APPAREL	520.95	520.95	-	-
20230324	623856	GARRETT NICHOLS	REIMBURSEMENT	41.19	41.19	-	-
20230324	623857	GARRY HOLMBERG	REIMBURSEMENT	42.90	42.90	-	-
20230324	623858	GRAINGER	REPAIR & MAINT.-SHOP/GENERAL	252.70	252.70	-	-
20230324	623859	GRANITE TELECOMMUNICATION	TELEPHONE SERVICE	467.97	467.97	-	-
20230324	623860	GREGORY POOLE LIFT SYSTEM	BLDG MAINT SVC CONTRACTS	310.00	310.00	-	-
20230324	623861	HAPPY BIRTHDAY AMERICA	PARADE FEE	25.00	25.00	-	-

DATE	CHECK#	PAYEE	DESCRIPTION	TOTAL	GENERAL	CENTRAL	MISC
20230324	623862	HENRY SCHEIN INC	EMS SUPPLIES	241.20	241.20	-	-
20230324	623863	HUNTER KIBLER	REIMBURSEMENT	312.20	312.20	-	-
20230324	623864	IMS ALLIANCE	EQUIPMENT	30.55	30.55	-	-
20230324	623865	INGRAM LIBRARY SERVICES	BOOKS	1,531.14	1,531.14	-	-
20230324	623866	INTERSTATE ALL-BATTERY	EMS SUPPLIES	26.10	26.10	-	-
20230324	623867	J & C TOWING	TOWING SERVICE	255.00	255.00	-	-
20230324	623868	MERRY MAIDS	CLEANING SERVICE	240.00	240.00	-	-
20230324	623869	MID VALLEY PRESS	OFFICE SUPPLIES	1,026.00	1,026.00	-	-
20230324	623870	MOUNTAIN VALLEY TOWER SER	CONTINGENCIES	1,800.00	1,800.00	-	-
20230324	623871	NEWS LEADER	ADVERTISING	338.00	338.00	-	-
20230324	623872	OPTIMA BEHAVIORAL HEALTH	EAP	557.50	557.50	-	-
20230324	623873	OVERHEAD DOOR COMPANY	REPAIRS & MAINT. SUPPLIES-BLDGS.	3,150.00	3,150.00	-	-
20230324	623874	PXI	ADVERTISING	170.44	170.44	-	-
20230324	623875	RELX INC. DBA LEXISNEXIS	SUBSCRIPTION	335.00	335.00	-	-
20230324	623876	RIVER HILL GARDENS FLORIS	FLOWERS	65.00	65.00	-	-
20230324	623877	ROWMAN & LITTLEFIELD	BOOKS	60.37	60.37	-	-
20230324	623878	SCHNITZHOFFER & ASSOCIATES	MAINT SVC CONTRACS	2,600.00	2,600.00	-	-
20230324	623879	SELECT SPECIALTY PRODUCTS	JANITORIAL SUPPLIES	159.20	159.20	-	-
20230324	623880	SHADED BY J WINDOW TINTIN	VEHICLE MAINTENANCE	360.00	360.00	-	-
20230324	623881	SHAMROCK TIRE & AUTO	VEHICLE MAINTENANCE	10,558.56	10,558.56	-	-
20230324	623882	SHEN.VALLEY OFFICE EQUIP.	OFFICE SUPPLIES	1,997.98	1,672.50	325.48	-
20230324	623883	SHI INTERNATIONAL CORP	EQUIPMENT	1,900.00	1,900.00	-	-
20230324	623884	SIMPLY DESIGNED	APPAREL	914.00	914.00	-	-
20230324	623885	SMOOTH ATHLETICS LTD	APPAREL	2,403.00	2,403.00	-	-
20230324	623886	STRYKER MEDICAL	EQUIPMENT	194.31	194.31	-	-
20230324	623887	SYMBOL ARTS	RECOGNITION & TRAINING EXPENSES	747.00	747.00	-	-
20230324	623888	TRIAD SERVICE CENTER	BLDG. MAINT SVC CONTRACTS	130.99	130.99	-	-
20230324	623889	TRIZETTO PROVIDER SOLUTIO	REVENUE RECOVERY	225.69	-	-	225.69
20230324	623890	TSYS HEALTH SERVICES LLC	REVENUE RECOVERY	126.35	-	-	126.35
20230324	623891	UNIVERSITY OF VIRGINIA	DUES	200.00	200.00	-	-
20230324	623892	VERONA CAR CARE INC	TOWING SERVICE	493.09	493.09	-	-
20230324	623893	VIRGINIA EMPLOYMENT	UNEMPLOYMENT BENEFITS	278.41	278.41	-	-
20230324	623894	WAMPLER-EANES APPRAISAL G	MARKETING & COMMUNICATIONS	29,929.50	29,929.50	-	-
20230324	623895	WITMER PUBLIC SAFETY	APPAREL	14,108.04	14,108.04	-	-
20230324	623896	COLUMBIA GAS	GAS CONSUMPTION	906.54	906.54	-	-
20230324	623897	COLUMBIA GAS	GAS CONSUMPTION	1,016.06	1,016.06	-	-
20230324	623898	COLUMBIA GAS	GAS CONSUMPTION	539.06	539.06	-	-
20230324	623899	COLUMBIA GAS	GAS CONSUMPTION	856.45	856.45	-	-

DATE	CHECK#	PAYEE	DESCRIPTION	TOTAL	GENERAL	CENTRAL	MISC
20230324	623900	COLUMBIA GAS	GAS CONSUMPTION	340.17	340.17	-	-
20230324	623901	COLUMBIA GAS	GAS CONSUMPTION	3,348.33	3,080.46	267.87	-
20230324	623902	COLUMBIA GAS	GAS CONSUMPTION	1,487.98	386.87	1,101.11	-
20230324	623903	COLUMBIA GAS	GAS CONSUMPTION	255.71	255.71	-	-
20230324	623904	COMCAST	INTERNET	585.50	585.50	-	-
20230324	623906	DEPT.OF MOTOR VEHICLES	VEHICLE SUPPLIES	20.00	20.00	-	-
20230324	623907	DEPT.OF MOTOR VEHICLES	STOPS	1,850.00	1,850.00	-	-
20230324	623908	STERICYCLE, INC.	SHREDDING SERVICES	63.07	63.07	-	-
20230324	623909	BLAUCH BROTHERS INC	CONTRACTED REPAIRS & MAINT.	300.00	-	-	300.00
20230327	624028	BUSINESS CARD	CREDIT CARD CHARGES	22,924.39	22,924.39	-	-
20230331	624033	AMANDA IRVINE	REIMBURSEMENT	496.25	496.25	-	-
20230331	624034	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	441.19	441.19	-	-
20230331	624035	AMERICAN PEST MANAGEMENT	PEST CONTROL	27.60	27.60	-	-
20230331	624036	ASSA ABLOY ENTRANCE SYSTE	CONTRACTED REPAIRS & MAINT.	6,679.45	339.25	-	6,340.20
20230331	624038	ATLANTIC DIVING SUPPLY, I	EQUIPMENT	9,193.29	-	-	9,193.29
20230331	624039	ATLANTIC EMERGENCY	EQUIPMENT MAINT. & REPAIRS	1,824.70	1,824.70	-	-
20230331	624040	AUGUSTA COUNTY EDA	HERSHEY EXPANSIONS	828,142.00	-	-	828,142.00
20230331	624041	AUGUSTA COUNTY SERVICE	WATER & SEWER	66.47	66.47	-	-
20230331	624042	BCT	OFFICE SUPPLIES	20.95	20.95	-	-
20230331	624043	BOUND TREE MEDICAL, LLC	EMS SUPPLIES	72.00	72.00	-	-
20230331	624044	BTS TOWING SERVICE	COMPACTOR REPAIRS	7,633.36	-	-	7,633.36
20230331	624045	CAPITAL ELECTRIC	MAINTENANCE SUPPLIES	175.02	175.02	-	-
20230331	624047	CAVE TOWN PROPERTIES LLC	RENT	3,604.00	3,604.00	-	-
20230331	624048	CINTAS CORPORATION #394	MAINT SVC CONTRACTS	364.55	364.55	-	-
20230331	624049	CITY OF STAUNTON	LIBRARY SOLUTION SOFTWARE	20,514.00	20,514.00	-	-
20230331	624050	CITY OF STAUNTON	WATER & SEWER	162.98	162.98	-	-
20230331	624055	DOMINION ENERGY VIRGINIA	ELECTRIC SERVICE	746.47	746.47	-	-
20230331	624056	DOMINION OUTDOORS INC	FURNITURE & EQUIPMENT	48,940.34	2,978.82	-	45,961.52
20230331	624058	EDDIE EDWARDS SIGNS,INC.	WEYERS CAVE LIBRARY SIGN	3,109.70	-	-	3,109.70
20230331	624059	ELECTION SERVICES ONLINE	BALLOTS & VOTING MACHINE SUPPLIES	16,110.00	16,110.00	-	-
20230331	624061	FUN ENTERPRISES INC.	EVENT SUPPLIES	1,000.00	1,000.00	-	-
20230331	624062	GALLS, LLC	APPAREL	1,389.00	1,389.00	-	-
20230331	624063	GRAINGER	REPAIR & MAINT.-SHOP/GENERAL	22.17	22.17	-	-
20230331	624064	GREAT EASTERN RESORT	RENTAL	1,150.00	1,150.00	-	-
20230331	624065	IMAGE TREND, INC	MAINT SVC CONTRACTS	3,560.49	3,560.49	-	-
20230331	624066	INGRAM LIBRARY SERVICES	BOOKS	641.76	641.76	-	-
20230331	624067	JOHN M. DRAGO	WRIT OF FIERI FACIAS	1,462.50	1,462.50	-	-
20230331	624068	JULIA HENSLEY	REIMBURSEMENT	259.16	259.16	-	-

DATE	CHECK#	PAYEE	DESCRIPTION	TOTAL	GENERAL	CENTRAL	MISC
20230331	624070	KROMER COMPANY	POWER EQUIP. MAINT. & SUPPLIES	58.91	58.91	-	-
20230331	624072	MANSFIELD OIL COMPANY	FUEL PURCHASES	21,354.48	21,284.81	-	69.67
20230331	624073	MCI A VERIZON COMPANY	TELEPHONE SERVICE	35.20	35.20	-	-
20230331	624074	MEDICAL REMOVAL SERVICES	MEDICAL WASTE	608.00	608.00	-	-
20230331	624075	NATIONAL DISTRICT	DUES	255.00	255.00	-	-
20230331	624076	NORTHERN SHEN. VALLEY	BROADBAND CONTRIBUTION	840,000.00	-	-	840,000.00
20230331	624079	RAY E KISAMORE	MISCELLANEOUS SUPPLIES	1,050.00	1,050.00	-	-
20230331	624080	REBEKAH CASTLE	REIMBURSEMENT	424.08	424.08	-	-
20230331	624082	RICE TIRE	VEHICLE MAINTENANCE	202.58	202.58	-	-
20230331	624084	SHEEHY FORD LINCOLN	ACSO VEHICLE	184,349.92	-	-	184,349.92
20230331	624085	SHENANDOAH AWARDS	OFFICE SUPPLIES	99.45	99.45	-	-
20230331	624086	SHI INTERNATIONAL CORP	COMPUTER HARDWARE	5,022.72	4,035.42	-	987.30
20230331	624087	SHIELDS INVESTMENT CO LLC	RENT	2,200.00	2,200.00	-	-
20230331	624088	SMOOTH ATHLETICS LTD	APPAREL	168.00	168.00	-	-
20230331	624089	STAUNTON VETERINARY CLINI	VETERINARY SERVICE	30.00	30.00	-	-
20230331	624090	STRYKER MEDICAL	EQUIPMENT	20.45	20.45	-	-
20230331	624091	SUPER SHOE STORES	APPAREL	250.00	250.00	-	-
20230331	624092	SUSTAINABLE SOLUTIONS	NATURAL CHIMNEYS ROOF	54,603.20	-	-	54,603.20
20230331	624093	TEAM VIEWER GERMANY GMBH	ANNUAL SUBSCRIPTION	1,224.00	1,224.00	-	-
20230331	624094	TIM SMITH	REIMBURSEMENT	9.50	9.50	-	-
20230331	624095	TREASURER OF VIRGINIA	CORONER SERVICE	20.00	20.00	-	-
20230331	624096	TREASURER OF VIRGINIA	CRIMORA PARK IMPROVEMENTS	100.00	-	-	100.00
20230331	624097	UNITED LABORATORIES	JANITORIAL SUPPLIES	392.10	392.10	-	-
20230331	624099	VET. EMERGENCY SERV. INC.	VETERINARY SERVICE	55.88	55.88	-	-
20230331	624100	VISION GOVERNMENT SOLUTIO	DATA PROCESSING SERVICES	7,168.00	7,168.00	-	-
20230331	624102	WINTERGREEN PROPERTY	RENT - DEVIL'S KNOB	4,209.45	4,209.45	-	-
20230331	624103	WITMER PUBLIC SAFETY	APPAREL	192.00	192.00	-	-
20230331	624104	WITZ, LLC	RENT	1,175.00	1,175.00	-	-
20230331	624105	XEROX FINANCIAL SERVICES	OFFICE SUPPLIES	508.00	369.00	139.00	-
20230331	624107	COLUMBIA GAS	GAS CONSUMPTION	40.72	40.72	-	-
20230331	624111	COMCAST	INTERNET	211.28	211.28	-	-
20230331	624112	COMCAST	INTERNET	113.35	113.35	-	-
20230331	624113	COMCAST	INTERNET	104.85	104.85	-	-
20230331	624114	COMCAST	INTERNET	104.85	104.85	-	-
20230331	624118	JENNIFER MADISON	REFUND	74.24	74.24	-	-
20230331	624119	AHW VETERINARY, INC.	VETERINARY SERVICE	1,773.75	-	-	1,773.75
20230331	624120	BRANDY C. CALLISON, DVM	VETERINARY SERVICE	975.00	-	-	975.00
20230331	624121	FIRST CITIZENS BANK	CREDIT CARD CHARGES	2,703.64	-	-	2,703.64

DATE	CHECK#	PAYEE	DESCRIPTION	TOTAL	GENERAL	CENTRAL	MISC
			TOTALS	7,234,671.87	1,040,345.73	64,219.87	6,130,106.27



**COUNTY OF AUGUSTA
STAFF REPORT**

AGENDA SECTION: CLOSED SESSION

DEPARTMENT:

STAFF MEMBER:

DATE OF REQUEST:

REQUESTED ACTION FOR THE BOARD OF SUPERVISORS:

Convene into closed session.

EXECUTIVE SUMMARY:

ATTACHMENTS:

[Closed Session.pdf](#)

CLOSED SESSION

March 22, 2023

(In) MOTION: _____ SECOND: _____ VOTE: _____

(Out) _____

(Certify) _____

I move that the Board of Supervisors of Augusta County convene in closed session pursuant to:

- (1) **the personnel exemption under Virginia Code § 2.2-3711(A) (1)**
[discussion, consideration or interviews of (a) prospective candidates for employment, or (b) assignment, appointment, promotion, performance, demotion, salaries, disciplining or resignation of specific employees]:

A) Board of Supervisors