King and Queen County
Founded 1691 in Virginia

County Administrator's Office
242 Allen's Circle, P. O. Box 177
King and Queen Court House, Virginia 23085
Phone: (804) 785-5975 Fax: (804) 785-5999

King and Queen County
Board of Supervisors Meeting

Monday, April 27, 2020
7:00 P.M.

AGENDA

1. Call to Order
2. Approve Recurring Warrants
3. Public Hearing 2020 Tax Rate
4. Public Hearing FY2021 Budget
5. Riverstreet Conract for Fiber project
6. Telework Center architect/engineer contract for design and monitoring
7. Walnut Solar I LLC. request to discuss siting agreement
8. Items Brought by Board Members
9. Adjourn

AGENDA: April 27, 2020 Regular Meeting

ITEM #1:

Call to order

ACTION REQUESTED:

Chairman will call the meeting to order.

ATTACHMENTS:

None

AGENDA: April 27, 2020 Regular Meeting

ITEM #2:

Approval and signing of recurring warrants.

ACTION REQUESTED:

Approval of Recurring warrants for the month of April.

ATTACHMENTS:

- County Warrants (Accounts Payable)

4/23/2020
AP375
FUND # - 100

FROM DATE- 4/27/2020
TO DATE- 4/27/2020

ACCOUNTS PAYABLE LIST
KING & QUEEN
DEPT # - 012100 *** County Administrator ***

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	$$ PAY $$
	*** County Administrator ***				
VERIZON SOUTH, INC.	Telecommunications	ANALOG PHONE LINES	777010957 4/20	4/03/2020	39.82
					39.82 *
HORNS MIDDLESEX ACE HARDWA	Miscellaneous	FINANCE CHARGE	5975 3/2020	3/31/2020	1.00
					1.00 *
				TOTAL	40.82

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	$$ PAY $$
	*** Commissioner of Revenue ***				
PITNEY BOWES	Maintenance Service Contracts	POSTAGE METER LEASE	3310968898	3/30/2020	348.84
					348.84 *
VERIZON SOUTH, INC.	Telecommunications	ANALOG PHONE LINES	777010957 4/20	4/03/2020	39.78
					39.78 *
RICOH USA, INC.	Copier Lease	COPIER LEASE	9028310657	4/11/2020	120.39
					120.39 *
				TOTAL	509.01

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	$$ PAY $$
	*** Finance ***				
ELAN CORPORATE PAYMENT SYS	Meals & Lodging	REFUND CONF REGSIST	04/15/2020	4/15/2020	175.10-
					175.10-*
				TOTAL	175.10-

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	$$ PAY $$
	*** Treasurer ***				
VERIZON SOUTH, INC.	Telecommunications	ANALOG PHONE LINES	777010957 4/20	4/03/2020	79.57
					79.57 *
RICOH USA, INC.	Copier Lease	COPIER LEASE	9028310657	4/11/2020	120.39
					120.39 *
				TOTAL	199.96

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	$$ PAY $$
	*** Information Technology ***				
CRULLER TECHNOLOGIES, INC	Professional Services	ANTIVIRUS	22231	4/16/2020	315.00
					315.00 *
PLANET TECHNOLOGIES, INC.	Email - Cloud Exchange Service	MICROSOFT LICENSES	I002525	4/03/2020	207.30
					207.30 *
				TOTAL	522.30

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	$$ PAY $$
	*** Registrar ***				
VERIZON SOUTH, INC.	Telecommunications	ANALOG PHONE LINES	777010957 4/20	4/03/2020	39.78
					39.78 *
RICOH USA, INC.	Copier Lease	COPIER LEASE	9028310657	4/11/2020	78.49
					78.49 *
				TOTAL	118.27

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	$$ PAY $$
	*** General District Court ***				
VERIZON SOUTH, INC.	Telecommunications	ANALOG PHONE LINES	777010957 4/20	4/03/2020	79.57
					79.57 *
RICOH USA, INC.	Lease/Rent of Equipment	COPIER LEASE	33372448	4/10/2020	108.58
					108.58 *
			TOTAL		188.15

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	$$ PAY $$
	*** 9th Dist Court Service Unit ***				
JAMES CITY COUNTY	Repairs & Maintenance	COURT EXPENSES	9614	4/16/2020	107.16
JAMES CITY COUNTY	Repairs & Maintenance	COURT EXPENSES	9614	4/16/2020	108.03
					215.19 *
JAMES CITY COUNTY	Telecommunications	COURT EXPENSES	9614	4/16/2020	409.18
					409.18 *
JAMES CITY COUNTY	Lease/Rent of Buildings	COURT EXPENSES	9614	4/16/2020	1,227.83
					1,227.83 *
				TOTAL	1,852.20

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	$$ PAY $$
	*** Clerk of Circuit Court ***				
VERIZON SOUTH, INC.	Telecommunications	ANALOG PHONE LINES	777010957 4/20	4/03/2020	155.06
					155.06 *
RICOH USA, INC.	Lease of Equipment - Copier	COPIER LEASE	9028310657	4/11/2020	119.46
					119.46 *
			TOTAL		274.52

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	$$ PAY $$
	*** Commonwealth Attorney ***				
VERIZON SOUTH, INC.	Telecommunications	ANALOG PHONE LINES	777010957 4/20	4/03/2020	39.78
					39.78 *
RICOH USA, INC.	Copier Lease	COPIER LEASE	9028310657	4/11/2020	87.12
					87.12 *
				TOTAL	126.90

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	$$ PAY $$
	*** Sheriff ***				
ELAN CORPORATE PAYMENT SYS	Postal Services	POSTAGE	04/15/2020	4/15/2020	220.00
					220.00 *
VERIZON SOUTH, INC.	Telecommunications	ANALOG PHONE LINES	777010957 4/20	4/03/2020	79.57
					79.57 *
ELAN CORPORATE PAYMENT SYS	Convention & Education	REFUND CONF. REGISTR	04/15/2020	4/15/2020	150.00-
					150.00-*
				TOTAL	149.57

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	$$ PAY $$
	*** E911 ***				
POWER PHONE INC.	REPAIRS & MAINTENANCE	ANNUAL MAINTENANCE	65177	10/31/2019	4,785.00
					4,785.00 *
VERIZON SOUTH, INC.	E911 PHONE LINES	911 PHONE LINES	000655326835	4/04/2020	61.86
					61.86 *
ELAN CORPORATE PAYMENT SYS	911 ROAD SIGNS	911 ROAD SIGNS	04/15/2020	4/15/2020	130.75
ELAN CORPORATE PAYMENT SYS	911 ROAD SIGNS	911 ROAD SIGNS	04/15/2020	4/15/2020	44.27
					175.02 *
				TOTAL	5,021.88

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	$$ PAY $$
	*** Rescue Services ***				
VERIZON SOUTH, INC.	Telecommunications	ANALOG PHONE LINES	777010957 4/20	4/03/2020	39.78
					39.78 *
ELAN CORPORATE PAYMENT SYS	Training	TRAINING HEADSET	04/15/2020	4/15/2020	41.99
ELAN CORPORATE PAYMENT SYS	Training	TRAINING CERTIFICATI	04/15/2020	4/15/2020	80.00
					121.99 *
AIRGAS, INC.	Medical Supplies	MEDICAL OXYGEN	9969626266	3/31/2020	176.73
AIRGAS, INC.	Medical Supplies	MEDICAL OXYGEN	9969626267	3/31/2020	37.32
AIRGAS, INC.	Medical Supplies	MEDICAL OXYGEN	9969628218	3/31/2020	355.36
					569.41 *
HORNS MIDDLESEX ACE HARDWA	Vehicle Maintenance	STRAPS/CAR WASH SUPP	26339/2	4/06/2020	91.71
HORNS MIDDLESEX ACE HARDWA	Vehicle Maintenance	MISC FASTENERS	26353/2	4/06/2020	4.40
HORNS MIDDLESEX ACE HARDWA	Vehicle Maintenance	RUBBER STRAPS	36254/2	4/06/2020	2.39
					98.50 *
MANSFIELD OIL COMPANY	Vehicle Fuel	FUEL	592371	4/15/2020	11.55
ELAN CORPORATE PAYMENT SYS	Vehicle Fuel	FUEL	04/15/2020	4/15/2020	63.54
ELAN CORPORATE PAYMENT SYS	Vehicle Fuel	FUEL	04/15/2020	4/15/2020	28.86
ELAN CORPORATE PAYMENT SYS	Vehicle Fuel	FUEL	04/15/2020	4/15/2020	25.54
ELAN CORPORATE PAYMENT SYS	Vehicle Fuel	FUEL	04/15/2020	4/15/2020	26.15
ELAN CORPORATE PAYMENT SYS	Vehicle Fuel	FUEL	04/15/2020	4/15/2020	25.58
ELAN CORPORATE PAYMENT SYS	Vehicle Fuel	FUEL	04/15/2020	4/15/2020	22.81
ELAN CORPORATE PAYMENT SYS	Vehicle Fuel	FUEL	04/15/2020	4/15/2020	30.20
ELAN CORPORATE PAYMENT SYS	Vehicle Fuel	FUEL	04/15/2020	4/15/2020	22.12
					256.35 *
ELAN CORPORATE PAYMENT SYS	Equipment	NTWRK CONNECT/SHCK S	04/15/2020	4/15/2020	677.00
					677.00 *
				TOTAL	1,763.03

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	$$ PAY $$
	*** Radio Communications ***				
DOMINION ENERGY VIRGINIA	Electrical Services	COURTHOUSE TOWER	7646266440 4/20	4/07/2020	379.63
RAPPAHANNOCK ELECTRIC	Electrical Services	244 LAKE POND ROAD	114292001 4/20	4/15/2020	359.13
RAPPAHANNOCK ELECTRIC	Electrical Services	8786 NEWTOWN ROAD	114292003 4/20	4/16/2020	297.91
					1,036.67 *
AMERICAN TOWER CORP.	Tower Rent - Courthouse Site	TOWER RENT	3276831	3/27/2020	4,724.97
					4,724.97 *
SPECTRASITE	Tower Rent - Canterbury Site	TOWER RENT	3288970	3/27/2020	4,955.21
					4,955.21 *
AMERICAN TOWER CORP.	Tower Rent - Newtown Site	TOWER RENT	3276831	3/27/2020	5,100.56
					5,100.56 *
				TOTAL	15,817.41

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	$$ PAY $$
	*** Building Inspections ***				
ELAN CORPORATE PAYMENT SYS	Convention & Education	REFUND CONF REGISTR.	04/15/2020	4/15/2020	.00
ELAN CORPORATE PAYMENT SYS	Convention & Education	REFUND CONF REGISTR.	04/15/2020	4/15/2020	125.00-
					125.00-*
MANSFIELD OIL COMPANY	Vehicle Fuel	FUEL	592371	4/15/2020	29.15
					29.15 *
				TOTAL	95.85-

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	$$ PAY $$
	*** Animal Shelter +++				
KING WILLIAM COUNTY	KW/KQ Animal Shelter	SHELTER OPS/MARCH	4/6/2020	4/06/2020	13,182.51
					13,182.51 *
				TOTAL	13,182.51

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	$$ PAY $$
NI GOVERNMENT SERVICES	Grant - Satellite Phones	SATELLITE PHONE	0031357932	4/01/2020	74.52
NI GOVERNMENT SERVICES	Grant - Satellite Phones	SATELLITE PHONE	0031357933	4/01/2020	73.73
NI GOVERNMENT SERVICES	Grant - Satellite Phones	SATELLITE PHONE	0031357955	4/01/2020	73.73
					221.98 *
				TOTAL	221.98

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	$$ PAY $$
	*** General Properties ***				
DOMINION ENERGY VIRGINIA	Electrical Services	CIRCUIT COURT	1803982501 4/20	4/07/2020	331.71
DOMINION ENERGY VIRGINIA	Electrical Services	REGISTRAR	3804020000 4/20	3/31/2020	68.62
DOMINION ENERGY VIRGINIA	Electrical Services	ADMIN BUILDING	8775688446 4/20	3/31/2020	4,360.82
DOMINION ENERGY VIRGINIA	Electrical Services	WATER SYSTEM	8784603386 4/20	3/31/2020	94.45
DOMINION ENERGY VIRGINIA	Electrical Services	TAVERN MUSEUM	9883802507 4/20	3/31/2020	350.64
					5,206.24 *
VERIZON SOUTH, INC.	Telecommunications	ANALOG PHONE LINES	777010957 4/20	4/03/2020	35.70
VERIZON SOUTH, INC.	Telecommunications	ANALOG PHONE LINES	777010957 4/20	4/03/2020	79.57
					115.27 *
ELAN CORPORATE PAYMENT SYS	Janitorial Supplies	STATION SUPPLIES	04/15/2020	4/15/2020	59.71
ELAN CORPORATE PAYMENT SYS	Janitorial Supplies	STATION SUPPLIES	04/15/2020	4/15/2020	101.61
					161.32 *
COUNTY WASTE	Dumpster Service - Courthouse	DUMPSTER/COURTHOUSE	3207127	4/02/2020	192.75
					192.75 *
HORNS MIDDLESEX ACE HARDWA	Building Supplies	PAINT PROJECT/ADM BG	26117/2	4/03/2020	457.32
HORNS MIDDLESEX ACE HARDWA	Building Supplies	PAINT PROJECT/ADM BG	26398/2	4/08/2020	209.93
HORNS MIDDLESEX ACE HARDWA	Building Supplies	PAINT PROJECT/ADM BG	26516/2	4/15/2020	219.52
					886.77 *
LAMB EXTERMINATING	Pest Control	PEST CONTROL	54400	3/31/2020	315.00
					315.00 *
				TOTAL	6,877.35

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	$$ PAY $$
	*** Marriott School Facility ***				
LAMB EXTERMINATING	Repairs & Maintenance	PEST CONTROL	54400	3/31/2020	65.00
HORNS MIDDLESEX ACE HARDWA	Repairs & Maintenance	SUPPLIES/RPR ROOF	26517/2	4/15/2020	20.58
					85.58 *
				TOTAL	85.58

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	$$ PAY $$
	*** Mattaponi Pier ***				
DOMINION ENERGY VIRGINIA	Electrical Service	PIER	3013039916 4/20	4/06/2020	37.52
					37.52 *
COUNTY WASTE	Operating Expenses	DUMPSTER/PIER	3207511	4/02/2020	135.23
					135.23 *
				TOTAL	172.75

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	$$ PAY $$
	*** Planning Commission ***				
ELAN CORPORATE PAYMENT SYS	Convention & Education	NEW PC MEMBER TRAINI	04/15/2020	4/15/2020	550.00
					550.00 *
				TOTAL	550.00

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	$$ PAY $$
	*** Zoning Administrator ***				
MANSFIELD OIL COMPANY	Vehicle Equipment Fuel	FUEL	592371	4/15/2020	21.10
					21.10 *
				TOTAL	21.10

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	$$ PAY $$
	*** Cooperative Extension Prog. ***				
VERIZON SOUTH, INC.	Telecommunications	ANALOG PHONE LINES	777010957 4/20	4/03/2020	39.78
					39.78 *
TREASURER, VA TECH	Purchase of Services - VPI	3RD QTR BILLING	4/3/2020	4/03/2020	4,359.96
					4,359.96 *
				TOTAL	4,399.74

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	$$ PAY $$
	*** Contingency Fund ***				
MOBILE MINI, INC.	Miscellaneous Contingencies	STORAGE CONTAINER	9008229070	4/03/2020	137.15
ELAN CORPORATE PAYMENT SYS	Miscellaneous Contingencies	DECONTAMINATION SUPP	04/15/2020	4/15/2020	238.99
ELAN CORPORATE PAYMENT SYS	Miscellaneous Contingencies	ELECTRONIC MTG SUBSC	04/15/2020	4/15/2020	144.00
ELAN CORPORATE PAYMENT SYS	Miscellaneous Contingencies	ELECTRONIC MTG SUBSC	04/15/2020	4/15/2020	144.00
ELAN CORPORATE PAYMENT SYS	Miscellaneous Contingencies	REMOTE UTILITY/ELEC	04/15/2020	4/15/2020	249.00
					913.14 *
				TOTAL	913.14
				FUND TOTAL	52,737.22

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	$$ PAY $$
VERIZON SOUTH, INC.	Welfare Administration Telephone	ANALOG PHONE LINES	777010957 4/20	4/03/2020	39.78
					39.78 *
			TOTAL		39.78
			FUND TOTAL		39.78

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	$$ PAY $$
	*** Building Services **				
VERIZON SOUTH, INC.	Communications	KQES PHONE ADDITIONS	000973064535	3/31/2020	47.55
VERIZON SOUTH, INC.	Communications	ANALOG PHONE LINES	777010957 4/20	4/03/2020	39.78
					87.33 *
				TOTAL	87.33
				FUND TOTAL	87.33

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	$$ PAY $$
ELAN CORPORATE PAYMENT SYS	EMS Response Vehicles	EQUIP. INSTALL/EMS T	04/15/2020	4/15/2020	59.84
ELAN CORPORATE PAYMENT SYS	EMS Response Vehicles	EQUIP. INSTALL/EMS T	04/15/2020	4/15/2020	31.57
ELAN CORPORATE PAYMENT SYS	EMS Response Vehicles	EQUIP INSTALL/EMS TR	04/15/2020	4/15/2020	212.30
ELAN CORPORATE PAYMENT SYS	EMS Response Vehicles	EQUIP INSTALL/EMS TR	04/15/2020	4/15/2020	12.63
ELAN CORPORATE PAYMENT SYS	EMS Response Vehicles	RETURN ITEM	04/15/2020	4/15/2020	2.97-
ELAN CORPORATE PAYMENT SYS	EMS Response Vehicles	EQUIP INSTALL/EMS TR	04/15/2020	4/15/2020	40.87
					354.24 *
				TOTAL	354.24
				FUND TOTAL	354.24

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	$$ PAY $$
COX BUSINESS	Telecommunications	BROADBAND	125268201 4/20	4/01/2020	3,630.00
					3,630.00 *
			TOTAL		3,630.00
			FUND TOTAL		3,630.00
			TOTAL DUE		56,848.57

Approved at meeting of _____ on _____.

Signed _____ _____ _____
Title Date

AGENDA: April 27, 2020 Regular Meeting

ITEM #3:

Public Hearing on Calendar Year 2020 Tax Rates

ACTION REQUESTED:

We will now hold a public hearing on the proposed local tax levy for calendar year 2020. As a reminder, the tax rates will not be adopted tonight, they cannot be adopted until as least 7 days after the public hearing.

I now ask the County Administrator to provide proof of publication and background information.

Citizens wishing to make comments on the proposed tax levy, please come forward, state your name and the district you reside in. Once comments are received from those present, time will be allotted for anyone attending by telephone.

ATTACHMENTS:

- Notice of public hearing

KING AND QUEEN COUNTY, VIRGINIA
NOTICE OF PROPOSED LOCAL TAX RATES

Pursuant to Section 58.1-3007 of the Code of Virginia, the Board of Supervisors of King and Queen County will, on Monday, April 27, 2020, at 7:00 p.m. in the King and Queen County General District Courtroom located in the King and Queen County Courts and Administration Building, hold a public hearing to consider the following proposed local tax rates for the calendar year 2020. All citizens of the County have the right to attend the hearing and share their views about the proposed tax rates subject to reasonable time limits as determined by the Board of Supervisors.

Because of the health risks presented by Covid 19, as identified by the CDC and VDH, the assembly restrictions in place by Order of the Governor, and the State and Local State's of Emergency, this meeting may be held electronically. If so, Notice and dial in information for public participation will be posted at the King and Queen Courts and Administration Building as well as on the County website, www.kingandqueenco.net or you may call 804 785 5975.

KING AND QUEEN COUNTY CALENDAR YEAR 2020
TAX CLASSIFICATIONS AND PROPOSED RATES

Per $100 of Assessed Value

Real Estate:	$0.55 (.02 Increase)
Aircraft:	$1.58 (New tax rate)
Personal Property:	$3.94 (No increase)
Machinery and Tools:	$1.10 (No increase)
Merchant's Capital:	$0.65 (No increase)
Manufactured Homes:	$0.53 (No increase)
Farm Machinery & Livestock:	$1.10 (No increase)
Public Service Corporations:	$0.53 (No increase)

The PPTRA rate for calendar year 2020 is set at 48% that will be applied as a credit for qualifying vehicles.

Authorized by Thomas J. Swartzwelder, County Administrator

AGENDA: April 27, 2020 Regular Meeting

ITEM #4:

Public Hearing on the proposed FY2021 Overall County Budget

ACTION REQUESTED:

We will now hold a public hearing on the proposed FY2021 budget. As a reminder, the budget will not be adopted tonight, it cannot be adopted until as least 7 days after the public hearing.

I now ask the County Administrator to provide proof of publication and background information.

Citizens wishing to make comments on the proposed budget, please come forward, state your name and the district you reside in. Once comments are received from those present, time will be allotted for anyone attending by telephone.

ATTACHMENTS:

- Notice of public hearing

KING AND QUEEN COUNTY, VIRGINIA
Proposed Budget
For the Fiscal Year ending June 30, 2021

The County Administrator's recommended budget synopsis is prepared and published for informational and fiscal planning purposes only. The inclusion in the budget of any items does not constitute a commitment or obligation on the part of the Board of Supervisors of King and Queen County to appropriate any funds for that item or purpose. The budget has been presented on the basis of the estimates and requests submitted to the County Administrator by the officers and department heads of the County. There is no designation or allocation of any funds of King and Queen County for any purpose until there has been an appropriation for that purpose by the Board of Supervisors. The budget is for informational and fiscal planning purposes and will not be approved, adopted, or ratified by the Board of Supervisors at this public hearing.

The Board of Supervisors of King and Queen County will, on Monday, April 27, 2020 at 7:00 p.m. at the King and Queen County General District Courtroom located in the King and Queen County Courts and Administration Building, hold a public hearing for informational and fiscal planning purposes to consider the following proposed budget for the fiscal year ending June 30, 2021. The public hearing is held pursuant to Section 15.2-2506 of the Code of Virginia, allowing the public to question and comment on the proposed budget. All citizens of the County have the right to attend and share their views thereon, subject to reasonable time limits as shall be determined by the Board of Supervisors. The draft budget document is available for review in the office of the County Administrator, 242 Allen's Circle, Suite L, King and Queen Court House, VA.

Because of the health risks presented by Covid 19, as identified by the CDC and VDH, the assembly restrictions in place by Order of the Governor, and the State and Local States of Emergency, this meeting may be held electronically. If so, Notice and dial in information for public participation will be posted at the King and Queen Courts and Administration Building as well as on the County website, www.kingandqueenco.net or you may call 804 785 5975.

REVENUE ESTIMATES

	FY2020	FY2021
General Property Taxes	$7,127,023	$7,482,528
Other Local Taxes	$ 665,000	$672,000
Permits, Fees and Licenses	$ 54,970	$65,820
Fines and Forfeitures	$ 169,200	$179,500
Use of Money and Property	$ 452,890	$500,890
Charges for Services	$ 2,115,800	$2,657,800
Miscellaneous	$ 70,000	$100,000
Recovered Costs	$ 0	$0
Intergovernmental (State and Federal)	$2,151,390	$2,312,543
Use of Fund Balance	$ 541,686	$732,711
SUBTOTAL GENERAL FUND	*$13,347,959*	*$14,703,792*
County Capital Projects	$1,912,150	$1,625,350
Social Services Fund	$1,778,705	$2,280,342
Comprehensive Services Act Fund	$750,000	$750,000
CSA Administrative Fund	$16,378	$21,527

School Fund	$10,760,244	$11,263,269
School Cafeteria Fund	$359,363	$357,814
School Capital Projects Fund	$100,000	$0
Court Security Fund	$37,678	$40,907
Landfill Contingency Fund	$150,000	$150,000
E-Summons Fund	$0	$10,000
Less Interfund Transfer	($5,043,425)	($5,014,595)
SUBTOTAL OTHER FUNDS	*$10,916,093*	*$11,484,614*
TOTAL ESTIMATED REVENUES	**$24,169,053**	**$26,188,406**

EXPENDITURE ESTIMATES

	FY2020	FY2021
General Government Administration	$1,544,194	$1,653,325
Judicial Administration	$575,143	$606,638
Public Safety	$3,986,125	$5,217,955
Public Works	$708,286	$747,625
Health & Welfare	$146,380	$151,256
Education (Community College)	$6,294	$6,420
Parks, Recreation & Cultural	$181,264	$188,975
Community Development	$418,884	$362,003
Transfer to Social Services	$496,100	$472,270
Transfer to CSA Fund	$240,000	$240,000
Transfer to CSA Administration Fund	$5,149	$5,149
Transfer to School Fund	$4,202,176	$4,297,176
Transfer to School Capital Projects Fund	$100,000	$0
Transfer to Landfill Contingency	$150,000	$150,000
Contingencies	$587,964	$605,000
TOTAL GENERAL FUND	*$13,347,959*	*$14,703,792*
County Capital Projects	$1,912,150	$1,625,350
Social Services Fund	$1,778,705	$2,280,342
Comprehensive Services Act Fund	$750,000	$750,000
CSA Administrative Fund	$16,378	$21,524
School Fund	$10,760,244	$11,263,269
School Cafeteria Fund	$359,363	$357,814
School Capital Projects Fund	$100,000	$0
Court Security Fund	$37,678	$40,907
Landfill Contingency Fund	$150,000	$150,000
Less Interfund Transfer	($5,043,425)	($5,014,595)
SUBTOTAL OTHER FUNDS	*$10,821,093*	*$11,484,614*
TOTAL ESTIMATED EXPENDITURES	**$24,169,053**	**$26,188,406**

Authorized by Thomas J. Swartzwelder, County Administrator

AGENDA: April 27, 2020 Regular Meeting

ITEM #5:

Approval of Riverstreet contract for Fiber project.

ACTION REQUESTED:

Approval of contract for fiber contract and authorization to execute if approved.

County Administrator will provide background on this request.

ATTACHMENTS:

- Draft contract

King and Queen County

Founded 1691 in Virginia

Office of the County Administrator
P.O. Box 177 • King and Queen Court House, Virginia 23085
Phone: (804) 785-5985 • Fax: (804) 785-599

MEMORANDUM

TO: BOS
FROM: Tom Swartzwelder

DATE: 4-23-2020

RE: RiverStreet Networks FTTH Agreement

I have attached a copy of the proposed Agreement with RiverStreet ("RSN"). We cannot enter into the DHCD contract to access the vati funds until we have executed an agreement with RSN.

I have made several "legal" edits and sent them to RSN counsel for review and comment. I have highlighted 2 areas on the attached for your review and instruction. In essence, the proposed agreement puts the potential cost to the County at approximately $7.8 million over three years IF we do not receive additional vati grants. I have raised this issue with RSN to see what other options are available. For example, slowing the project or only building those portions for which vati funding is received.

Agreement for Expansion of Broadband in King and Queen County

This Agreement is entered into by and between the County of King and Queen, Virginia ("County" or "Grantee"), and Gamewood Technology Group, Inc. d/b/a RiverStreet Networks ("RiverStreet") as of the ___ day of _____, 2020 (the "Effective Date"). The County and RiverStreet may be referred to herein individually as a "Party," and collectively as the "Parties."

WHEREAS, the County has determined that installation of a Fiber-To-The-Home ("FTTH") Network in unserved and underserved areas of King and Queen County would be of significant public interest and benefit;

WHEREAS, the County has determined to move forward with construction of the FTTH Network as provided for herein;

WHEREAS, RiverStreet is a provider of communications and broadband services and has the capability to engineer, install and construct the FTTH Network;

WHEREAS, RiverStreet has secured an award of $5,071,453.00 through the Federal Communications Commission's Connect America Fund II ("CAF II") auction process to provide a portion of the funding necessary to serve approximately 1,600 locations in the County, which funding will be provided to RiverStreet by the Universal Service Administration Company over a period of ten (10) years; and

WHEREAS, the County was awarded a grant of $2,020,291.00 through the Virginia Department of Housing and Community Development ("DHCD") Virginia Telecommunications Initiative ("VATI") program in 2020 ("VATI 2020 Grant"), for at least 714 homes in the County. That grant will be provided to the County over a twelve (12) month period, and the County has agreed to be responsible for providing additional funding for the project as provided for herein.

THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Scope of Work.** On the terms provided for herein, RiverStreet will undertake work as necessary to furnish and install the FTTH Network to consist of up to 488.95 miles of fiber, plus all necessary terminations, cabinets, electronics, and miscellaneous hardware as required to light the Network and offer internet access service at symmetrical minimum speeds of 100Mbps (collectively "the Project").

2. **Project Funding.**

2.1 The cost of the Project is expected to be at least $17,261,692.60, and that cost shall be paid as provided for herein. The Parties contemplate that work on the Project and connection of subscribers to the FTTH Network will be financed with funds in the amounts set forth below to be provided from the following sources:

Connect America Fund II Award	$5,071,453.00
RiverStreet Minimum Investment	$2,346,334.60

County Minimum Funding		$3,800,000.00
VATI 2020 Grant		$2,020,291.00
VATI Application 2021		$4,023,615.00
	Project Cost Total	$17,261,692.60

2.2 The County agrees to provide minimum funding for the Project of at least $3,800,000.00. As shown above, $4,023,615.00 of the funding for the Project is anticipated to be provided through VATI grants awarded to the County in or after 2021 ("Future VATI Grants"), the receipt of which is not certain. The County therefore agrees that in the event any portion of the anticipated Future VATI Grants is not awarded to the County ("Grant Shortfall(s)"), then the County will provide increased funding for the Project in the amount of the Grant Shortfall(s), up to maximum total funding to be provided by the County for the Project of $7,823,615.00 ($3,800,000.00 + $4,023,615.00 = $7,823,615.00) over the next three (3) years.

2.3 RiverStreet agrees to pay all costs of labor and materials for connecting County residents subscribing to internet access service through the FTTH Network to that network ("the Connection Cost"). The estimated Connection Cost is $2,346,334.60, which is based on a 30% penetration rate.

2.4 Except for the Connection Cost to be covered by RiverStreet, the Parties acknowledge and agree that all other costs of the Project will be funded by the CAF II award, the VATI Grant(s) and the County, as provided for in Sections 2.1 and 2.2 above.

2.5 RiverStreet shall invoice the County for labor and materials provided to the Project no less frequently than once a month, and can invoice quarterly if it chooses to do so. Subject to RiverStreet complying with the performance representations set forth in the VATI award, in Year One of the Project, the County will provide funding to RiverStreet in the total amount of $3,286,957.67, in twelve (12) equal payments of $273,913.14, which payments shall be due by the 15th day of each month for the previous month.

2.6 Grant disbursements by the County and any Grant Shortfall payments by the County shall be made to RiverStreet in Years Two and Three of the Project on this same monthly basis and applicable VATI Contract Requirements.

3. **Project Milestones**.

3.1 At the end of Year One, the FTTH Network facilities will pass at least 714 residences, all of which are in the locations in the County that are the subject of the VATI 2020 Grant.

3.2 At the end of Year Three, the FTTH Network facilities will pass at least 3,832 residences in locations in the County that are the subject of the VATI Grants, if received, or any Grant Shortfall(s), plus all residences in locations in the County which are the subject of CAF II funding.

3.3 In each of Years Four, Five and Six additional residences will be connected to the FTTH Network as customers request service.

4. Operations and Revenue Sharing.

4.1 RiverStreet will own all equipment and facilities comprising the FTTH Network, and shall operate that FTTH Network. Once construction of the FTTH Network is complete, all monthly service charges paid by residents subscribing to internet access services on the FTTH Network, not including taxes and/or fees (hereinafter "Revenues"), shall go to RiverStreet, until the customer penetration rate reaches 30% of 3,832 residences in the County. At that point the Revenues will be shared between RiverStreet and the County as follows:

Penetration Rate	0% to 29.9%	30% to 44.9%	45% to 64.9%	65% or more
County's Revenue Share	0.00%	10.00%	13.00%	16.50%

4.2 For the avoidance of doubt, and by way of illustration only, and based on the 3,832 residences in County as of the Effective Date, at the point that a minimum of 1,150 homes are connected to the FTTH Network and a penetration rate of thirty percent (30%) is thereby achieved, meaning that thirty percent (30%) of the 3,832 residences passed by the FTTH Network facilities subscribe to internet access service using those facilities, then the County will receive ten percent (10%) of the Revenues received from those subscribers for their internet access service.

5. Specific Provisions Relating to VATI Funding.

5.1 On January 22, 2020, the DHCD announced that it had offered Grantee the VATI 2020 Grant of $2,020,291.00 in funding under the VATI program in response to the joint application of the County and RiverStreet. Pursuant to the program guidelines and statutory authority, the primary objective of the VATI is to provide financial assistance to supplement construction costs by private sector broadband providers, in partnership with local units of government to extend service to areas that presently are unserved by any broadband provider.

5.2 The grant agreement between DHCD and the County (the "DHCD Agreement"), will impose certain responsibilities on the Grantee in accepting the VATI grant(s). As anticipated in the joint application for funding submitted by County and RiverStreet, the Parties set forth their agreement herein as to the roles of each Party in this Agreement, now that the VATI 2020 Grant has been awarded.

5.3 Subject to RiverStreet's written acknowledgement that the terms and conditions set forth in any referenced attachments are not inconsistent with this Agreement, RiverStreet shall perform all work described in the DHCD Agreement and {#2020KQ-001} Terms and Conditions (both of which are attached hereto and incorporated herein by reference), the submitted application, project management schedule and budget. To the extent not inconsistent with this Agreement, RiverStreet shall complete all Grant Activities described in the DHCD Contract Documents (including but not limited to {GRANT ACTIVITIES}) on or before {DATE}, except to the extent any failure to achieve such completion by any such date is caused by a Force Majeure event.

5.4 RiverStreet shall indemnify, defend and hold the County harmless for any failure(s) (a) to complete any Grant Activities described in the DHCD Contract Documents on or before the date twelve (12) months after the release of the VATI funds and/or (b) to achieve any project Outcomes by the agreed upon date for completion of construction of the project, unless any failure to achieve such completion by any such date is caused by a Force Majeure event. RiverStreet will provide information as to subscribers and speed package selected, as well as speed validation data to ensure that the proposed Outcomes have been met and broadband speeds meet VATI criteria. RiverStreet will submit invoices to the County for payment monthly. No VATI funds shall be distributed to RiverStreet unless and until (a) RiverStreet has submitted all requested documents and (b) the County has verified that pre-construction and/or construction work which is the subject of a submitted RiverStreet invoice has been completed or equipment has been ordered and received.

5.5 In their application, the Parties estimated that 3,832 serviceable units will have access to the required broadband speeds at the conclusion of the Project, with at least 714 homes to be passed at the conclusion of Year One. County and RiverStreet will exercise due diligence and best efforts on community outreach and marketing the availability of service, which is the intent of the program. The Parties understand, however, that the actual number of customers who choose to subscribe is beyond the Parties' control. The Parties also understand that the intent of the Department of Housing and Community Development is that the Parties exercise due diligence and best efforts and that no funds will be returned to the Commonwealth nor retained by the County so long as the Parties exercise due diligence and best efforts to reach the program goals.

6. Conditions.

6.1 Failure of RiverStreet to comply with the representations set forth in the VATI application will result in delay of grant funding until said performance representations are complied with.

6.2 RiverStreet shall continue the construction and providing of broadband services as described in the VATI application upon timely receipt of each payment; and will continue as set forth in the VATI application upon each payment received on time and in full.

6.3 A facsimile of an executed agreement signed by both authorized Parties shall be valid on the latter date signed by both Parties and each Party may use such copy as if it were the original.

7. Dispute Resolution. Any documented dispute between the Parties which arises during the performance of this Agreement and which the Parties cannot then resolve, shall be subject to the following administrative remedy prior to any litigation occurring between the Parties:

7.1 Internal Resolution. Both Parties shall attempt to resolve any controversy claim, problem or dispute arising out of, or related to, this Agreement through good faith consultation in the ordinary course of business. In the event that any such matter is not resolved by the representatives of each Party, either Party may upon written notice to the other request that the

matter be referred to senior management officials within each respective organization with express authority to resolve the matter ("Internal Resolution"). A written request for Internal Resolution shall be given by either Party to the other Party within thirty (30) calendar days after the Parties have been unable to resolve the dispute through good faith consultation ("Request for Internal Resolution"). Senior management officials shall meet or confer at least once in good faith, to negotiate a mutually acceptable resolution within ten (10) business days of the Request for Internal Resolution.

7.2 Notice of Request for Mediation. Senior management officials are required to only meet once, but may mutually agree to meet more than once if it appears that further meetings may successfully resolve the dispute. If the Parties do not successfully resolve the dispute by Internal Resolution, then the Party finding the Internal Resolution unsatisfactory shall provide written notice to the other Party, demanding mediation ("Request for Mediation"). The Request for Mediation may not be given prior to the first meeting for Internal Resolution, and shall not be given any later than ninety (90) calendar days following the completion of the first Internal Resolution meeting. The Request for Mediation shall be sent certified mail, return receipt requested, to the other Party, and shall set forth all of the issues that Party deems outstanding that must be submitted to mediation. The Party in receipt of the Request for Mediation shall respond within twenty (20) business days listing any issues it deems appropriate for submission to the Mediator.

7.3 Mediation. Any controversies between County and RiverStreet regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, except those for which the appropriate remedy should be injunctive relief, shall be mediated within sixty (60) calendar days of the date on the written Request for Mediation, or the soonest date thereafter that the mediator is available.

7.4 Mediator. Within twenty (20) calendar days or less of the written Request for Mediation, the Parties shall agree on one mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may mutually agree in writing to extend the time allowed for mediation under this Agreement.

7.5 Costs. The costs of mediation shall be borne by the Parties equally.

7.6 Discovery. If, during any dispute between the Parties, a demand is made by RiverStreet for documents under any provision of applicable law concerning public records, then the County shall have reciprocal rights to demand documents from RiverStreet.

7.7 Condition Precedent to Filing Suit. Mediation under this section is a condition precedent to a Party filing an action in any court, unless that Party has made demand for mediation and the other Party has failed or refused to engage in mediation. In the event of litigation arising out of any dispute related to this Agreement, the Parties shall each pay their respective attorneys' fees, expert witness costs and cost of suit, regardless of the outcome of the litigation.

8. Notice. All notices given or which may be given pursuant to this Agreement must be in writing and transmitted by United States mail or by private delivery system as follows:

To County:	Thomas J. Swartzwelder, County Administrator P.O. Box 177 King and Queen C.H., Virginia 23085 E-mail: tswartzwelder@kingandqueenco.net
To RiverStreet:	Eric Cramer, President and CEO RiverStreet Networks 1400 River Street Wilkesboro, North Carolina 27023 E-mail: ericcramer@myriverstreet.net

Notice may also be provided to such other address as either Party may from time to time designate in writing. Any facsimile transmission by either Party must be followed up by a copy sent by mail.

9. Assignment. RiverStreet shall not assign this Agreement without the prior written permission of County. Notwithstanding the foregoing, or any other provision in this Agreement to the contrary, RiverStreet shall have the right to assign this Agreement to any parent, subsidiary, affiliate, or any person, firm, or corporation that shall control, be under the control of, or be under common control with RiverStreet, or to any entity into which RiverStreet may have merged or consolidated or which purchases all or substantially all of the assets of RiverStreet that are subject to this Agreement.

10. Insurance. RiverStreet will maintain insurance coverage in the following amounts; and shall provide the County with a Certificate of Insurance evidencing such insurance coverage, at the commencement of this Agreement.

Workmen's Compensation and Employer's Liability:	Statutory + $1,000,000
General Liability:	$2,000,000/occurrence $3,000,000 aggregate
Automobile and Vehicle Liability:	$2,000,000 combined single limit
Professional Liability:	$2,000,000/occurrence $2,000,000 aggregate

10.1 Any premiums for insurance in addition to the above-described coverage, to protect the County and/or others when requested by the County, shall be paid by the County.

11. Non-Discrimination. During the performance of this Agreement:

11.1 RiverStreet will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. RiverStreet agrees to post conspicuously in any places of business it establishes in the County, available to employees and applicants for

employment, notices setting forth the provisions of this non-discrimination clause.

11.2 RiverStreet, in all solicitations or advertisements for employees placed by or on its behalf, will state that RiverStreet is an equal opportunity employer.

11.3 Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for meeting the requirements of this section.

11.4 RiverStreet will include the provisions of the foregoing subsections 11.1, 11.2, and 11.3 in every subcontract or purchase order over ten thousand dollars ($10,000) relating to the work which is the subject of this Agreement, so that their provisions will be binding upon each subcontractor or vendor.

12. Drug Free Workplace. During the performance of this Agreement, RiverStreet agrees to (i) provide a drug-free workplace for the RiverStreet's employees; (ii) post in conspicuous places in any place of business it establishes in the County, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or us of a controlled substance or marijuana is prohibited in RiverStreet'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 RiverStreet that RiverStreet maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over ten thousand dollars ($10,000) relating to the work which is the subject of this Agreement, so that these provisions will be binding upon each subcontractor or vender.

12.1 For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract or agreement awarded to RiverStreet, the employees of whom are prohibited from engaging in the manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of this Agreement.

13. Miscellaneous.

13.1 Amendments. Subject to RiverStreet's written acknowledgement that the terms and conditions set forth in any referenced attachments are not inconsistent with this Agreement, the County's Contract Addendum A is attached hereto and incorporated by reference. This Agreement may be amended from time to time. Any amendment shall be written and subscribed as herein.

13.2 Governing Law. This Agreement and the legal relations between the Parties hereto shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, without reference to the conflict of laws principles thereof.

13.3 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13.4 Headings. The headings contained in this Agreement are inserted for convenience only and shall not constitute a part hereof.

13.5 Force Majeure. For purposes of this Agreement, the term "Force Majeure" shall include acts of God, floods, fires, hurricanes, lightning strikes, tornadoes, earthquakes or other severe weather conditions including but not limited to the inability or impracticability to work due to rain or snow which, while not amounting to a flood, nonetheless limits the ability of a party to accomplish a goal or meet a deadline, acts of public enemy insurrection, war, riot, sabotage, act of terrorism, epidemic, strike, freight embargoes, trade wars including but not limited to the inability to trade with all vendors of a sovereign nation where the ability to trade with such vendors existed thirty (30) days before the Effective Date, supply shortages, preferred vendors ceasing business operations or running out of supply, concealed and unknown conditions below the surface of the ground differing materially from those ordinarily encountered and generally recognized as inherent in construction or broadband network construction work or which are not reflected on current maps or drawings of underground conditions, wrongful physical obstruction by any person at any installation site, national emergencies or failure of any common carrier or third-party facility not affiliated with RiverStreet.

13.6 Entire Agreement. This Agreement, any exhibits hereto and other documents referred to herein which form a part hereof, embody the entire agreement and understanding of the Parties hereto in respect of the subject matter contained herein and supersede all prior agreements and understandings between the Parties with respect to such subject matter, whether oral or written, including, by way of illustration and not by limitation, any term sheet agreed to by the Parties hereto prior to the date hereof. There are no restrictions, promises, warranties, covenants, or undertakings other than those expressly set forth or referred to herein.

IN WITNESS WHEREOF, the Parties acknowledge and accept the terms, conditions and obligations of this Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

King and Queen County	**Gamewood Technology Group, Inc. d/b/a RiverStreet Networks**
_____	_____
Printed Name	Printed Name

AGENDA: April 27, 2020 Regular Meeting

ITEM #6:

Approval of architect/engineer contract for design and monitoring of telework center.

ACTION REQUESTED:

Approval of architect/engineer contract for design and monitoring of telework center.

County Administrator will provide background on this request.

ATTACHMENTS:

- Draft contract

Commonwealth

ARCHITECTS

March 30, 2020, rev April 16, 2020

Mr. Thomas Swartzwelder, County Administrator
King and Queen County
PO Box 177
King & Queen CH, VA 23085

Re: Proposal for Architectural & Engineering Design Services for
Telework Center / Business Accelerator
4521 Lewis B. Puller Memorial Highway
Shacklefords, Virginia 23156

Dear Mr. Swartzwelder:

Thank you for this opportunity to provide you with this design services proposal for the proposed project development at 4521 Lewis B. Puller Memorial Highway in King & Queen County, Virginia. Commonwealth Architects will work with you to design a Telework Center / Business Accelerator project as described in the RFP # 2019-0801 and discussed in our interview February 11, 2020 and our telephone conversation March 4, 2020.

PROJECT UNDERSTANDING

The project will consist of a 4,000 square foot flexible office space facility plus an additional 2,000 square feet for the Middle Peninsula Planning District Commission. Facility to be located on the 3.5 acre site of the existing Farmers Market. Project design to include building construction and required site improvements. Programmatic needs of the Telework Center / Business Accelerator facility to include 25 telecommuting work stations, 13 office spaces, conference room / social space for 35 people, parking and a commuter van boarding area. Facility to include complimentary high speed broadband internet. Services for small business owners, flex office for small and home based businesses to include meeting space, virtual office space, printing, copying and fax services. Program to include relocation of the office of the Middle Peninsula Planning District Commission. Potential inclusion of a food / beverage area to be considered. Potential for future expansion to be included in the design.

The project will likely be a pre-engineered metal building (or alternately: Type V construction with pre-engineered wood trusses and wood framed stud walls) bearing on a concrete slab with cast-in-place foundation. Services proposed in Commonwealth Architect's Basic Scope include architectural design, interior design, civil engineering, MEP engineering, cost estimating and structural engineering consulting. Also included in proposal are fees to cover surveying work; landscape design, and geotechnical analysis.

SCOPE OF SERVICES

I. BASIC SERVICES

A. Schematic Design Phase

Create the exterior & interior design including plans, elevations and materials for approval by the County to include:

- Programing: Meet with the County's designated representatives to confirm Client's Telework Center / Business Accelerator program. Envisioning session with county representatives for concept vision direction. Meet with Middle Peninsula Planning District Commission office to confirm Client's existing program. Tour the existing Middle Peninsula Planning District Commission office.
- Site plan layout for review with County Planning
- Building plans and elevations.
- Code strategy & assumptions reviewed with the County Building Inspections office
- Basic structural system defined with identification of framing depths and bearing walls.
- Representative exterior wall sections at typical exterior wall.
- Typical interior demising wall & fire walls identified and located.
- Develop building sections.

- MEP systems defined and general strategy worked out. Placeholders set.
- Owner's performance criteria defined (metering, mechanical, acoustical, etc.)
- Develop outline narrative of building materials, interior finishes, and fixture quality as directed by Owner.
- Square foot cost estimate
- Schematic furniture, fixtures, & equipment (F,F,&E) concept and envisioning package. Package includes images boards to establish the aesthetic of the F,F & E. The package will included basis of design furniture examples to establish level of quality.

B. Design Development Phase

Based on the proposed budget and approved schematic design, the Project Team will further develop architectural drawings, structural engineering documents and outline specifications. Scope of Design Development (DD) phase includes:

- Civil & Architectural site plan with material types completed & coordinated with civil consultant.
- Site accessibility plan reviewed in conjunction with civil engineer.
- Plans are generally completed to scale, with only minor modifications remaining
- Fire safety strategy developed
- Enlarged elevations & plans created, identifying details to be developed in next phase.
- Typical wall sections
- Building sections coordinated with structural review comments.
- Partition types are drawn
- Structural design with shear walls identified and beams sizes established
- dimensionally fixed
- MEP systems design
- Preliminary reflected ceiling plans indicating light locations & ceiling heights
- Door, Window & Finish Schedules started.
- Architectural specifications outline developed.
- Utility connections established in conjunction with civil engineer.
- Preliminary cost estimate
- Generic furniture layout plans based on the basis of design, with the intent to establish design intent.

C. Construction Documents Phase

The physical shell, volumes, materials and systems have been established in SD, DD phases. The Construction Documents (CD) will complete design documents and provide details necessary to permit, price and construct the project. Scope of Construction Documents includes complete:

- Civil plans and details.
- Life safety plan.
- Architectural plans, elevations, building sections and wall sections (including structural).
- Enlarged plans, partition types & details.
- Interior elevations.
- Reflected ceiling plans indicating ceiling heights with interior, exterior and emergency lighting fixtures located.
- Stairs sections detailed.
- Door, Window & Finish Schedules.
- Architectural, structural & civil specifications shown on sheets.
- MEP, Sprinkler & Fire Alarm systems design
- Cost estimate
- F,F,& E Conceptual Specifications, based on the basis of design, with the intent to establish design intent.

D. Bid & Negotiation Phase

Commonwealth will prepare bid forms and documents for bidding by the Owner. Commonwealth will assist the Owner in negotiation and selection of the General Contractor as required.

E. Construction Contract Administration Phase

Under the Contract Administration Phase, the project team will respond to reasonable Requests for Information (RFI's) and review shop drawings and submittals for materials and equipment requested by the design team. Architectural & Civil can attend

monthly meetings for a construction period of 9 months. MEP engineering is budgeted 2 construction site visits. The structural engineer will make site inspections as may be required on an hourly basis.

At the conclusion of the construction, Commonwealth Architects will prepare a punch list of outstanding items and will work with the contractor to ensure their completion. Commonwealth will also transmit to Owner such warranties and operational manuals as are required by the specifications.

F. Furniture, Fixtures & Equipment Assumptions:

It is assumed that the Client will contract with a purchasing agent or dealer for the procurement and bidding of the furniture, fixtures and equipment. Commonwealth Architect's F,F,&E package is intended to establish design intent for the Client's purchasing agent to develop bid packages. Commonwealth Architect's will respond to RFI regarding the design intent through the procurement phase.

II. ADDITIONAL SCOPE OF SERVICES

The following select architectural services are **not** included in the Method of Compensation; but, Commonwealth Architects can provide a fee proposal for each if the Owner elects to add them:

a) Changes in work after approvals or changes in scope of the project.
b) Renderings.
c) Marketing plans & images.
d) LEED, Green Globes or Earthcraft design / certification.
e) Presentations to the public, Neighborhoods or officials other than the Client
f) F,F & E inventory survey of existing offices and the Middle Peninsula Planning District Commission office.
g) Tours of similar projects, or furniture showroom tours

Commonwealth will not proceed with any Additional Services without Owner's authorization.

METHOD OF COMPENSATION

I. BASIC SERVICES

A. Basic Services

For the basic scope of services described within this proposal, Commonwealth Architects shall be compensated a fee of ~~**two hundred thirty-tree thousand three hundred twenty six and 00/100's Dollars ($233,326)**~~ one hundred ninety nine thousand five hundred ten and 00/100's Dollars ($199,510). The fee will be invoiced as work is completed:

Civil Engineering & Landscape Architecture		
Surveying existing site topography	$ ~~4,888~~	$4,600
Subsurface Utility Engineering	$ ~~1,400~~	$1,200
Construction Documents	$ ~~56,038~~	$31,510
Bid & Construction Contract Administration	$ ~~43,750~~	$16,750
Reimbursables	$ 2,500 (est.)	
Sub Total	~~$108,576~~	$56,560
Field Testing		
Geotechnical Analysis	$ ~~5,650~~	$5,350
~~Water Sample Analysis~~	$ ~~2,000 (est.)~~	$0
Special Inspections / Testing	$ by county	
Sub Total	$ ~~7,650~~	$5,350
Structural Engineering		
Construction Documents	$ 6,000	
Bid & Construction Contract Administration	$ 2,000	
Sub Total	$ 8,000	
Architectural & Interiors		
Schematic Design	$ 5,750	
Furniture, Fixtures & Equipment Concept	$ 5,220	
Design Development	$ 12,530	
Construction Documents	$ 31,120	
Cost Estimating	$ 2,688	
Furniture, Fixtures & Equipment CD	$ 5,220	

Bid & Construction Contract Administration	$ 14,500	
Reimbursables	$ 1,772 (est.)	
Sub Total	$ 78,800	
Mechanical, Electrical, Plumbing & Fire Alarm Engineering		
Schematic Design	$ 6,150	
Design Development	$ 14,350	
Construction Documents	$ 20,500	
Bid & Construction Contract Administration	$ 6,800	
Two site visits during construction	$ 3,000	
Sub Total	~~$ 30,300~~	$50,800
Total	**~~$233,326~~**	$199,510

II. REIMBURSABLES

In addition to the fees listed above, Commonwealth Architects shall be reimbursed for actual out-of-pocket costs plus 10% handling charge for reproduction, consultant fees, travel, postage, and other expenses directly related to the execution of this project.

III. ADDITIONAL SERVICES

If the Owner should request services not included within the scope of this proposal, Commonwealth Architects shall be compensated for Additional Services. Commonwealth Architects will provide an estimated fee for each service for written authorization from the Owner.

CONTRACT

If you should accept this proposal, Commonwealth Architects will execute an AIA Document B101 contract (Standard Form of Agreement Between Owner and Architect) for execution. In the absence of a fully executed AIA Contract Document B101, the terms and conditions of such contract will be considered a part of this agreement. Under the terms of that Contract, Commonwealth Architects shall be reimbursed for its services and expenses within 30 days of delivery of its invoices. Past due invoices incur a monthly 1.5% finance charge.

Pending a fully executed contract, the terms which shall incorporate this proposal and all work performed to the date of its execution, we request your signature below to provide the necessary authorization to proceed with the work.

You can contact me at (804) 648-5040, ext. 1124 or kpope@comarchs.com. Thank you for this opportunity to work together.

Sincerely,

Kenneth W. Pope, AIA
Principal

If acceptable, please sign below for our authorization to proceed.

Mr. Thomas Swartzwelder

SIGNATURE:_____**DATE:**_____

Attachments: Dunlap & Partners proposal 3-26-20, Draper Aden Associates proposal 3-30-20.

AGENDA: April 27, 2020 Regular Meeting

ITEM #7:

Walnut Solar request to discuss siting agreement.

ACTION REQUESTED:

County Administrator will provide background on this request.

ATTACHMENTS:

- None

AGENDA: April 27, 2020 Regular Meeting

ITEM #8:

Items Brought by Board members.

ACTION REQUESTED:

None

ATTACHMENTS:

- None