



AGENDA

Board of Supervisors Work Session

October 11, 2022

6:00 PM

Call to Order

- A. Discussion – FY 2021-2022 Fund Carryover Package – Matt Robertson
- B. Discussion – Purchase of Airport Fuel – Alisa Scott
- C. Board of Assessors/Board of Equalization – Sherry Sours/Caitlin Jordan
- D. Update of Current and Future Projects/Initiatives of the Department of Fire and Rescue Services – Chief James Bonzano
- E. Training Session for CivicClerk Agenda Management Software – Jesse Porquis, CivicPlus
- F. Adjournment

FY 22-23 Carryover Package			
Total Revenue From FY 22-23		\$ 91,130,029	
Total Expenditures From FY 22-23		\$ 87,758,393	
Fund Balance Change		\$ 3,371,636	
	Appropriated	Spent	To Be Carried
Incomplete Capital Projects			
Seide Park Shelter	\$62,942	\$58,300	\$4,642
Samuels Public Library	\$50,000	\$0	\$50,000
Old Oak IV	\$1,077,940	\$27,998	\$1,049,942
Old Oak V	\$998,250	\$11,061	\$987,189
Youngs Drive	\$473,218	\$0	\$473,218
Offsetting Revenue from VDOT	\$1,274,704	\$0	-\$1,274,704
Offsetting Revenue from SFSD	\$637,352	\$0	-\$637,352
School Capital Improvements	\$1,000,000	\$343,600	\$656,400
Registrar Renovations	\$50,000	\$12,362	\$37,638
<i>Sub-Total</i>	<i>\$5,624,406</i>	<i>\$453,321</i>	<i>\$1,346,973</i>
Incomplete Asset Replacements			
Firetruck	\$727,328	\$500,000	\$227,328
School Bus Fund	\$1,000,000	\$903,693	\$96,307
<i>Sub-Total</i>	<i>\$1,727,328</i>	<i>\$1,403,693</i>	<i>\$323,635</i>
Incomplete Operational Projects			
Reassessment	\$422,400	\$250,345	\$172,055
Voting Machine Programming	\$32,638	\$0	\$32,638
Fire & Rescue Donated Funds	\$5,000	\$568	\$4,432
Fire & Rescue SCBA Program	\$73,000	\$6,544	\$66,456
Fire & Rescue Fire Programs Funds	\$93,639	\$27,604	\$66,035
Commissioner's Office Renovations	\$20,000	\$6,772	\$13,229
<i>Sub-Total</i>	<i>\$646,677</i>	<i>\$291,834</i>	<i>\$354,843</i>
Total	\$7,998,411	\$2,148,848	\$2,025,451
Fund Balance Usage in FY 22-23			\$1,155,344
Expected School Carryover			\$146,890
From Purchase Orders			\$4,120
Remaining Fund Balance to FY 22-23			\$39,831

FY 22-23 Special Projects

Fund Balance in Special Projects as of 7/1/22	\$16,709,387.66
Planned Transfers in Adopted Budget	-\$4,150,439.00

Total Funding Available	\$12,558,948.66
Total Project Lines with Funding	196

Proposed Refunding

Category #1 - General Reserves	Amount	Definition
Asset Reserve	\$1,000,000	Reserve in the Asset Replacement Fund that can be used on any eligible asset replacement purchase as appropriated by the Board of Supervisors
Capital Reserve	\$500,000	Reserve in the Capital Improvement Fund that can be used on any eligible capital improvement projects as appropriated by the Board of Supervisors
Contingency Reserve	\$500,000	General Reserve in the Special Projects Fund that can be used for any purchase not budgeted as appropriated by the Board of Supervisors
 Category #2 - Mandated Use		
Airport Fund	\$186,296	Amount in Special Projects Fund in Airport-related projects, will go to paying off the debt owed to the General Fund
Sanitary District Funds	\$2,236,881	Amount in Special Projects Fund in individual sanitary district codes, will go to the specific sanitary district it was meant to support as available fund balance
Tourism	\$129,780	Amount in Special Projects Fund held for Tourism-designated purposes as required, must be appropriated by the Board of Supervisors
 Category #3 - Specific Use Reserve		
Project Startup	\$100,000	Reserve in Capital Improvement Fund that is meant to kick-start the beginning stages of projects before full funding is allocated/required, Board of Supervisors appropriation for use is required
Fire Station Development	\$3,000,000	Reserve in Capital Improvement Fund that can only be used to build new fire stations
Staffing Initiatives	\$300,000	Reserve in Special Projects Fund that can be transferred to hire new staff or provide significant changes in compensation mid-year as appropriated by the Board of Supervisors
Building Repair	\$2,000,000	Reserve in Capital Improvement Fund that can only be used to provide renovations to the current County facilities
Community Development	\$175,992	Reserve in Special Projects Fund that can be transferred to initiate a project that improves the Community, as appropriated by the Board of Supervisors
Technology Replacement	\$1,500,000	Reserve in Asset Replacement Fund that can be used to upgrade or replace major technology units, such as the AS400
Infrastructure Reserve	\$930,000	Reserve in Special Projects Fund that can be transferred for use to enhance County's infrastructure, such as roads and utility development
Total:	\$12,558,949	
Total Project Lines with Funding	11	



COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS WORK SESSION ITEM

DATE	ITEM	SUBJECT	PAGE 1 OF
October 11, 2022	B	Sole Source Contract with Titan Aviation Fuels	
<u>EXPLANATION & SUMMARY:</u> The County's Public Works department needs to order aviation fuel. Currently, the fuel provider, Titan Aviation Fuels provides retail unbranded fuel to the Airport. It is the County's goal to establish an account with Titan Aviation Fuels to order retail unbranded fuel. The pricing structure is not fixed. Titan Aviation Fuels will issue a pricing notification to the County which is valid for ordering fuel within the subsequent seven (7) calendar days. The method of procurement is sole source because Titan Aviation Fuels is the only source practicably available for the County to order retail unbranded aviation fuel. The Board is requested to review and approve the unbranded aviation fuels contract with Titan Aviation Fuels. <u>COST & FINANCING:</u> The cost for aviation fuel is not budgeted for FY23. However, this aviation fuel will be resold to airport customers which will provide revenue to offset the initial cost. If the contract is approved, the Board of Supervisors will receive a budget appropriation form at the October 18th meeting to provide budget for this action. The estimated cost of a full tanker is more than \$50,000. <u>PROPOSED OR SUGGESTED MOTION:</u> No motion needed for this work session.			
SUBMITTED BY: Alisa Scott Deputy Finance Director	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)		PROCESSED BY:

STATE OF VIRGINIA

COUNTY OF WARREN, VIRGINIA

UNBRANDED FBO AVIATION FUELS CONTRACT

THIS AGREEMENT, entered into this ____ day of _____, 2022, by and between EASTERN AVIATION FUELS, INC. dba TITAN AVIATION FUELS of New Bern, North Carolina, hereinafter called "Seller" and the County of Warren, Virginia hereinafter called "Buyer" as follows:

1. AGREEMENT: Seller agrees to sell and deliver, and Buyer agrees to purchase, receive, and pay for from Seller, Buyer's entire requirements of aviation fuels for use or resale at the Front Royal-Warren County Airport, at or near Front Royal, Virginia.

2. TERM: This contract shall remain in force for a period of FIVE (5) years ("Initial Term") beginning on the 1st day of October, 2022 and will automatically extend for successive terms of one (1) year each (each, a "Renewal Term", and together with the Initial Term, the "Term") unless written notice is given to the other Party of a Party's intent to not extend at least ninety (90) days prior to the expiration of the Initial Term or Renewal Term, as applicable, or unless the Agreement is otherwise earlier terminated as permitted herein. The County may terminate this agreement upon thirty days' notice to Seller.

3. DELIVERIES: The aviation fuels sold and purchased hereunder shall be the regular grade or grades of aviation fuels as currently supplied by TITAN AVIATION FUELS and deliveries to Buyer hereunder shall be by tank truck or pipeline at the place of business of Buyer at said Airport in approximately even quantities in such amounts and at such times during business hours as Buyer may direct. It is understood that Seller's obligation hereunder is limited to such grade or grades of aviation fuels as are distributed by Seller, at the time and place of delivery hereunder.

4. PRICING: Buyer agrees to pay for the aviation fuels covered by this contract as follows:

JET A	Seller's posted dealer price*
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AVIATION GASOLINE 100LL	Seller's posted dealer price*
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*As herein used, the words "Seller's posted dealer price" mean the price posted and displayed at the time of delivery, at Seller's office at location shown in paragraph 12 hereafter, and communicated to the Buyer prior to delivery.

5. PAYMENTS: If Seller shall extend credit to Buyer, Buyer shall pay Seller sums due under this Agreement net ten (10) days from delivery date via Electronic Funds Transfer.

- a. Seller extends these payment terms and a line of credit based upon the last review of Buyer's current financial condition. With prior written notice to Buyer, Seller may change the payment terms or line of credit if there is a material change in Buyer's financial status as determined by Seller.

- b. Seller may assess a delinquency charge on all overdue sums owing to Seller. Such delinquency charge shall be 5% of the delinquent charge.
- c. If Buyer fails to comply with payment requirements, Seller may suspend deliveries until Buyer pays all sums due hereunder or terminate this agreement forthwith. The suspension or termination of this agreement because of failure of Buyer to perform any of the agreements herein contained shall not in any way prejudice Seller's other rights hereunder.
- d. If Buyer's account with Seller is in arrears, the Buyer hereby agrees that the Seller, at its discretion, may request credit card companies to reimburse Seller with Buyer's credit card receipts and hereby authorizes the credit card company to send credit card reimbursement to Seller.
- e. It is further agreed that the Seller, in lieu of reimbursing Buyer for credit card receipts, may apply the reimbursement to the outstanding balance on Buyer's account.

6. ATTORNEY AND/OR COLLECTION FEES: If the Buyer becomes in default of the terms of this agreement, Buyer agrees to a late payment charge on any delinquent balance in the amount of 1.5% per month, 18.0% per annum or the maximum amount permitted by law from the date of default. Buyer agrees to pay any attorney or collection fees if incurred in the collection of any delinquent balance or the enforcement of this contract.

7. TAXES, FEES, AND AIRPORT CHARGES: Any tax or other charge imposed by any governmental authority or other agency upon the commodity herein sold, or on the production, sale, transportation, or delivery thereof, or any feature thereof or of this agreement, existing at the time of delivery thereunder, shall be added to the price hereunder and paid by Buyer.

8. FAILURE TO PERFORM: If Seller's supplier should at any time during the life of this contract discontinue the marketing of any or all grades of aviation fuels in Buyer's territory, Seller shall be relieved of all obligation to sell or deliver such discontinued grade or grades to Buyer and Buyer shall be at liberty to purchase such discontinued grade or grades from other sources.

9. CONDITIONS: All orders hereunder will be filled with reasonable promptness, but it is mutually agreed that Seller shall not be obligated to furnish goods hereunder, nor be liable in damages for failure to do so, in the event acts of God, strikes, difficulties with its workers, lockouts, fires, foreign or domestic governmental authority, war conditions in this and any foreign country, accident, delays by railway or other methods of transportation, or other causes beyond its control, shall render it impossible for Seller to do. Seller shall indemnify and hold Buyer harmless from claims directly caused by the quality or performance of fuels furnished Buyer.

10. HEALTH, SAFETY & ENVIRONMENTAL ("HS&E") COMPLIANCE:

(a) Product Handling - Buyer shall exercise extreme caution in the storing, handling, and dispensing of Aviation Fuel, including daily inspection of all storage and dispensing equipment to prevent or eliminate contamination in any form, including commingling with other fuels, other than the first delivery, which will commingle new fuel with existing fuel.. Buyer shall, immediately notify Seller of any instance of Aviation Fuel contamination or commingling with other fuels other than the first delivery.

(b) Environmental Compliance - Buyer shall observe any and all federal, state, and municipal laws, ordinances, rules and regulations, user permits, and the like pertaining to the composition, handling, storage and dispensing of Aviation Fuel purchased hereunder including, without limitation, any and all laws, ordinances, rules and regulations pertaining to the volatility or vapor pressure of Aviation Fuel and the storage of same in aboveground or underground storage tanks. Buyer shall comply with any reasonable program instituted by Seller to assure compliance with any such laws, ordinances, rules and regulations.

11. CHARGE / CREDIT CARD PROGRAM: Invoices from credit and charge card sales may be purchased by Seller from Buyer for approved charge and credit cards, but only as to such merchandise and services and upon such express regulations and instructions as may be set forth in the "Titan Merchant Terms and Operating Procedures Manual" published by Seller and furnished to Buyer from time-to-time. Upon failure by Buyer to comply strictly with such regulations and instructions, Seller shall have the right to charge back to Buyer any amounts represented by non-complying sales. Such regulations and instructions, as amended or supplemented from time-to-time at Seller's sole discretion, shall be deemed part of this Agreement. If participating in such program, Buyer shall accept and honor all credit card, charge card, fuel card, contract fuel, and other payment methods designated by Seller. All transactions shall be processed via point-of-sale devices and web-enabled processing solutions that are designated and provided by Seller or 3rd party software vendors designated and approved by Seller.

12. NOTICES: Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by certified or registered mail, return receipt requested:

SELLER: TITAN AVIATION FUELS
Post Office Box 12327
New Bern, North Carolina 28561

BUYER: Warren County
220 N Commerce Avenue, Suite 700
Front Royal, Virginia 22630
Attention: County Administrator

13. MERGER: There is no arrangement, agreement or understanding, by or between the contracting parties expressed or implied in any manner relating to the subject matters hereof nor herein specifically stated, and this Agreement shall not be altered or amended except in writing signed by both Buyer and Seller.

This the ____ day of _____, 2022.

**EASTERN AVIATION FUELS, INC dba TITAN
AVIATION FUELS**

By:_____
Robert L. Stallings, IV, President

WITNESS:_____

COUNTY OF WARREN, VIRGINIA

By:_____
Dr. Edwin C. Daley, County Administrator

WITNESS:_____

APPROVED AS TO FORM:

By:_____
Jason J. Ham, Esquire, County Attorney



CORPORATE ACCOUNT SETUP FORM

The undersigned hereby applies with Titan Aviation Fuels and its subsidiaries or affiliates for credit and for service and for delivery. The undersigned authorizes the receipt and exchange of credit information, any fabrication of information may nullify this application.

COMPANY NAME:			
DBA:			
LEGAL ENTITY:	☐ Corporation ☐ Partnership ☐ Individual ☐ LLC		
NATURE OF BUSINESS			
FEDERAL TAX ID		YEARS IN BUSINESS:	
CURRENT OWNER			
AIRPORT NAME		ICAO:	
BILLING ADDRESS			
CITY		STATE:	ZIP:
FUEL DELIVERY ADDRESS (EXACT)			
CITY		STATE:	ZIP:
COUNTY			
MAIN CONTACT			
PHONE NUMBER			
CELL PHONE NUMBER			
EMAIL ADDRESS			
FUEL ORDER CONTACT			
PHONE NUMBER			
EMAIL ADDRESS			
ACCOUNTING CONTACT			
PHONE NUMBER			
FAX NUMBER			
EMAIL ADDRESS			
TAX DEPT CONTACT			
PHONE NUMBER			
EMAIL ADDRESS			
INVOICES SENT TO (EMAIL ADDRESS)			
EFT DRAFT SENT TO (EMAIL ADDRESS)			
STATEMENTS SENT TO (EMAIL ADDRESS)			

Titan Aviation Fuels * Post Office Box 12327 * New Bern, NC 28561 * (252) 633-0066 *
Fax (919)-800-3134* 1-800-334-5732 linda@titanfuels.aero



NAMES OF OFFICERS, PARTNERS, OR PARTIES OF INTEREST		TITLE	
RESIDENCE ADDRESS			
CITY		STATE	
BANK NAME:		BRANCH	
ACCTS:			
BANK ADDRESS:			
CITY	STATE:	ZIP:	
CONTACT:			
PHONE	FAX		

Send invoices to (fax or email):

Send draft notices, if applicable, to (fax or email):

Send end of month AR Statements to (fax, email, or mail):

****Can send to multiple emails****

PURCHASE AGREEMENT

I hereby authorize any of the above listed banking or credit references to release to Titan Aviation Fuels such credit information as it may request. I further agree that in the event credit is extended by Titan Aviation Fuels or its subsidiaries for labor performed or materials supplied, terms of sale are as follows:

All invoices shall be paid on stated terms. There will be a late charge of ONE AND ONE HALF PERCENT (1 ½ %) per month charged to all delinquent accounts. This is equal to an effective ANNUAL PERCENTAGE RATE OF EIGHTEEN PERCENT (18%). Late charges at a different annual rate may be imposed when authorized or limited by applicable law. This agreement is governed by substantive Virginia law. I consent to the personal jurisdiction of the courts of the State of Virginia so that Titan Aviation Fuels may bring suit in Virginia to enforce this agreement. I agree not to claim that Virginia is an inconvenient place for trial. The venue of any suit to enforce this agreement will be in Warren County, Virginia.

In the event credit is extended pursuant to this agreement and a dispute arises concerning any transaction with Titan Aviation Fuels, or its subsidiaries, or if collection action is required, I agree to pay Titan Aviation Fuels' reasonable attorney's fees, whether or not suit is actually filed, including attorney's fees in the event of an appeal.

Dated: _____ Signature: _____

PAYMENT GUARANTEE

I authorize Titan Aviation Fuels to inquire on my credit file/credit bureau for the purpose of credit granting.

For value received, I (we), the undersigned, hereinafter "Guarantor(s)" guarantee payment of the indebtedness of applicant, hereinafter "Customer" to Titan Aviation Fuels and its subsidiaries subject to the following limitations and conditions as defined below:

1. Guarantor specifically states and declares that he/she/they have a personal interest in the business of the above-named Customer and execute guarantee in consideration of the extension of credit to Customer.
2. The indebtedness shall include that indebtedness incurred by customer on or after the date of this credit application for any and all services or materials of any kind whatsoever supplied by Titan Aviation Fuels or its subsidiaries to Customer.

Titan Aviation Fuels * Post Office Box 12327 * New Bern, NC 28561 * (252) 633-0066 *
Fax (919)-800-3134* 1-800-334-5732 linda@titanfuels.aero



3. This a continuing guaranty and until revoked shall cover future indebtedness of Customer as contemplated hereunder including indebtedness arising under successive transactions that either continue the indebtedness or, from time to time, renew after it has been satisfied.
4. This guarantee may be revoked by written notice to Titan Aviation Fuels. Revocation shall be effective on Titan Aviation Fuels receipt of the notice or on such later date as may be indicated therein. This guarantee shall not apply to any indebtedness created or incurred by Customer after the effective date of such notice.
5. Titan Aviation Fuels may proceed against guarantors, or any of them for any account guaranteed hereunder whether or not action is brought against Customer and without regard to whether Customer is joined in any such action or actions.
6. In the event collection action is required pursuant to the terms of this guarantee, guarantor agrees to pay Titan Aviation Fuels reasonable attorney's fees, whether or not suit is actually filed, including attorneys' fees in the event of an appeal.
7. I agree that any suit or action brought to enforce any provision of this payment guarantee may be commenced in the State of Virginia and I specifically consent to the jurisdiction of the State of Virginia to resolve any dispute regarding this agreement.

**EASTERN AVIATION FUELS, INC. DBA
TITAN AVIATION FUELS**

BY: _____
Robert L. Stallings, IV, President

WITNESS: _____

COUNTY OF WARREN, VIRGINIA

BY: _____
Dr. Edwin C. Daley, County Administrator

WITNESS: _____

APPROVED AS TO FORM:

BY: _____
Jason J. Ham, Esquire, County Attorney

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- C. Disassemble, decompile, decrypt, extract, reverse engineer, or modify the Software or Gateways, or otherwise apply any procedure or process to the Software or Gateways to ascertain, derive or appropriate for any reason or purpose, the source code or source listings for the Software or Gateways, or any algorithm, process, procedure, or other information contained in the Software or Gateways, except as specifically authorized in accordance with this License;
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- 4.2** U.S. Bank shall use commercially reasonable efforts to maintain the security of the Gateways. Licensee will use commercially reasonable efforts to maintain the security of Software and any associated passwords.
- 4.3** Licensee is solely responsible for the security of data residing on servers owned or operated by Licensee, or a third party designated by Licensee (such as a web hosting company). Licensee shall comply with all applicable laws, policies and regulations governing the security, privacy, collection, retention and use by Licensee of its customers' data, including, without limitation, financial information, card account numbers, and all other personally identifiable customer information.
- 4.4** Licensee shall comply with all then-current legal obligations, rules, regulations, and security measures, as applicable, including without limitation, those issued by payment networks and the Federal Trade Commission, associated with the collection, security, dissemination and destruction of data from and related to its customers and their respective Transactions (collectively, "**Transaction Data**").
- 4.5** Licensee shall take such precautions as are necessary to ensure that Licensee's server and electronic systems are secure from breach or intrusion by unauthorized third parties. In the event that Licensee's systems are breached and an unauthorized third party has access to or has accessed Transaction Data, Licensee shall notify U.S. Bank promptly of such breach and will implement all such precautions as may be necessary to prevent such breaches from occurring in the future.
- 4.6** Licensee shall comply with all U.S. Bank security protocols and procedures in effect during the Term of this License. Licensee is solely responsible for verifying the accuracy and completeness of all Transactions submitted and processed by U.S. Bank. U.S. Bank is not liable for any improperly processed or unauthorized Transactions or illegal or fraudulent access to Licensee's account or Transaction Data.
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 - C. Use such information only in strict accordance with the provisions of this License.
- 5.2** Licensee shall limit access to the Trade Secrets solely to those employees that have a strict need to know such information, and these employees will be informed of the confidential nature thereof, and

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6. WARRANTIES.

6.1 Licensee hereby represents and warrants that:

- A. All representations and statements made by Licensee in this License are true, accurate, and complete in all respects, and Licensee hereby authorizes U.S. Bank to verify and confirm all information provided herein;
- B. Licensee is engaged in a lawful business (which includes the sale of fuel, merchandise and services) and is duly licensed to conduct such business under the laws of the state(s), county(s), city(s) and country(s) in which Licensee operates;
- C. Licensee will not submit any Transactions that violate any laws of any related state, county, city, or country or any bank card and payment network rules, and will otherwise comply with all applicable laws, regulations, and rules in connection with Licensee's obligations under this License; and
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DEVELOPER:

M4000	QT Pad