

Sussex County Board of Supervisors Meeting
Thursday, April 15, 2021 – 6 pm
Sussex Elementary School Gymnasium
21392 Sussex Drive, Stony Creek VA 23882

1. Commencement

- 1.01 Call to Order/Determine Quorum
 - A. Approval of Board Member(s) Participating by Phone under Board Remote Participation Policy
- 1.02 The Invocation
- 1.03 The Pledge of Allegiance
- 1.04 Agenda Amendment(s)
- 1.05 Approval of Regular Agenda

2. Approval of Consent Agenda

- 2.01 Approval of Minutes: March 11 Special (BWS), March 18 Regular and March 25 Special (BWS) Board Meetings
- 2.02 Warrants and Vouchers
- 2.03 Treasurer’s Report – *for information only*
- 2.04 Financial Update – *for information only*
- 2.05 Animal Services Report – *for information only*
- 2.06 Housing Department Report – *for information only*
- 2.07 Public Works Department Reports – *for information only*
- 2.08 Public Safety Department Report – *for information only*
- 2.09 Health Insurance Plan Approval
- 2.10 Planning Department Report – *none provided*
- 2.11 Sheriff’s Department – *none provided*

3. Recognitions/Awards/Presentation

- 3.01 RECOGNITION: Deputy Sheriff Stewart Hudson
- 3.02 County Broadband Update – Mr. Casey Logan, Prince George Electric Cooperative

4. Public Hearing

- 4.01 VDOT Six-Year Plan Resolution
 - Public Comments
 - Board Comments
 - Action on Public Hearing (if any)

5. Appointments

- 5.01 Appointment to the Blackwater Regional Library Board of Trustees
- 5.02 Appointments to the Industrial Development Authority Board of Directors
- 5.03 Appointments to the Board of Zoning Appeals

6. Action Items

- 6.01 Lawn Maintenance Bid Award

- 6.02 Waverly Law Enforcement/Dispatch Agreement
- 6.03 Crater Regional Workforce Development Board Sussex County Payment Request
- 6.04 Department of Social Services Board Structure

7. Citizens' Comments

8. Unfinished Business

- 8.01 Elderly/Disabled Tax Relief Ordinance

9. New Business

- 9.01 Overview of FY22 Operating Budget & Proposed Taxes for Calendar Year 2021

10. Board Members Comments

- 10.01 Blackwater District
- 10.02 Courthouse District
- 10.03 Henry District
- 10.04 Stony Creek District
- 10.05 Wakefield District
- 10.06 Waverly District

11. Closed Session

- 11.01 Convene to Closed Session
 - a. Discussion concerning a prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of the business' or industry's interest in locating or expanding its facilities in the community, pursuant to applicable Va. Code Section 2.2-3711(A)5
- 11.02 Reconvene to Open Session
- 11.03 Certification
- 11.04 Action Resulting from Closed Session (if any)

12. Recess/Adjournment

- 12.01 Recess/Adjournment
- 12.02 Next Regular Meeting, May 20, 2021 @ 6 p.m.

SUSSEX COUNTY

TREASURER'S REPORT

SUBMITTED BY DESTE J. COX, TREASURER

March 31, 2021

- **Bank Reconciliation**
- **Treasurer's Acct. Fund 4 yr. Comparative**
- **Landfill Tipping Fees FYE21**



TREASURER'S OFFICE

DESTE JARRATT COX
TREASURER
SUSSEX COUNTY

15074 COURTHOUSE ROAD
P.O. BOX 1399
SUSSEX, VA. 23884

Phone (434)246-1086 or
(434)246-1087
Fax (434)246-2347

Statement of money in the banks to the credit of Sussex County as shown by the Treasurer's books at the close of business March 31, 2021

BB&T #201- SUSSEX, VA

Bank Balance - Money Market Checking	\$14,088.29	
Plus Cr Card Merch Fee - in bank, not in office--JE	\$1,363.76	
Plus Bank Service Charge - in bank, not in office--JE	\$170.55	
Plus Cr Card Deposits in Transit - in office, not in bank	\$2,953.75	
Less Outstanding Checks not cleared bank	\$0.00	\$18,576.35

BSV #301- STONY CREEK, VA

Bank Balance	\$4,195,386.55	
Plus Deposits in Transit - in office, not in bank	\$605.21	
Plus Bank Service Charge - in bank, not in office--JE	\$55.50	
Less Outstanding Checks not cleared bank	(\$1,118,016.26)	
Less Deposits in Transit - in bank, not in office	(\$359.75)	\$3,077,671.25

SONA #401- WAVERLY, VA

Bank Balance	\$17,223.18	
Less Deposits in Transit - in bank, not in office	(\$0.78)	\$17,222.40
Investments and CD's		
#30380034 - SONA #451	\$2,296,447.97	
#30371954 - SONA #451	\$1,013,011.08	
#30381744 - SONA #451	\$2,006,652.25	
		\$5,316,111.30

QZAB -06 #702 Investment Balance \$1,805,930.37

LGIP INVESTMENT #803 Investment Balance \$2,385,194.78

VA INV POOL #804 Investment Balance \$7,619,873.59

TOTAL IN BANKS REC W/GL \$20,240,580.04

Letters or statements from each of the above mentioned banks are on file in the Treasurer's Office of Sussex County certifying the balance as listed above.

Respectfully submitted:


Deste J. Cox, Treasurer

kbe

BALANCE SHEET - COMPARATIVE PERIODS

2017/07 - 2021/03

FUND #-999 TREASURER'S ACCOUNTABILITY FUND
GLO70C

MAJOR#	DESCRIPTION	FY/2018 Bal. Sheet 2017/07 Thru 2018/03	FY/2019 Bal. Sheet 2018/07 Thru 2019/03	FY/2020 Bal. Sheet 2019/07 Thru 2020/03	FY/2021 Bal. Sheet 2020/07 Thru 2021/03
000000-0000	TREASURER'S ACCOUNTABILITY FUND	.00	.00	.00	.00
	TREASURER'S ACCOUNTABILITY FUND	.00	.00	.00	.00
		.00	.00	.00	.00
000100-0000	ASSETS	.00	.00	.00	.00
000100-0101	Cash in Office - Treasurer	600.00	1,000.00	1,000.00	1,000.00
000100-0201	BB&T - MM Checking	3,036,195.95	5,702,061.16	26,767.40	18,576.35
000100-0251	BB&T - CD's	.00	.00	.00	.00
000100-0252	BB&T - Repos	.00	.00	.00	.00
000100-0301	BSV - MM Checking	10,224.35	69,509.76	4,013,648.59	3,077,671.25
000100-0302	BSV - Investment Acct	.00	.00	.00	.00
000100-0351	BSV - CD's	.00	.00	.00	.00
000100-0352	BSV - Repos	.00	.00	.00	.00
000100-0401	SONA BANK (SB) CHECKING	11,535.12	16,529.59	14,504.98	17,222.40
000100-0451	SONA BANK (SB) CD'S	2,219,253.59	2,234,156.13	3,273,095.35	5,316,111.30
000100-0452	SONA BANK (SB) REPOS	.00	.00	.00	.00
000100-0701	Bank of America QZAB Acct	803,788.07	881,838.05	961,790.44	.00
000100-0702	Bk of America QZAB 06 Escrow	1,366,645.03	1,509,586.19	1,656,096.90	1,805,930.37
000100-0803	LGIP - Investments	4,621,103.79	2,449,667.29	6,363,977.38	2,385,194.78
000100-0804	VIP - Investments	3,000,000.00	4,534,208.10	2,110,478.54	7,619,873.59
000100-0805	Mentor Snap - VPSA Bond Proceeds	.00	.00	.00	.00
000100-0806	Va.Snap/PFM-VPSA Int. Acct	.00	.00	.00	.00
000100-0901	NSF Checks	2,764.69	852.89	688.46	1,151.44
	ASSETS	15,072,110.59	17,399,409.16	18,422,048.04	20,242,731.48
	TOTAL ASSETS	15,072,110.59	17,399,409.16	18,422,048.04	20,242,731.48
000300-0000	FUND EQUITY	.00	.00	.00	.00
000300-0100	General Fund	7,305,854.09-	9,925,283.69-	7,913,899.28-	10,312,441.55-
000300-0105	VPA Fund	.00	.00	.00	42,014.96-
000300-0110	CSA Fund	143,061.00	61,282.37	70,337.88	54,519.66
000300-0115	BJA Trust Fund	.00	.00	.00	.00
000300-0120	IPR Loan Program Fund	.00	.00	.00	.00
000300-0121	IPR Program Income Fund (11/02)	36,325.83-	38,906.92-	23,422.44-	19,627.00-
000300-0122	Disaster Recovery Relief Fund	.00	.00	.00	.00
000300-0123	CDBG Housing Program	58,821.99-	59,166.99-	59,677.99-	60,132.99-
000300-0124	Sussex Gardens Proj FD (Revl FD)	.00	.00	.00	.00
000300-0125	Drug Forfeiture Fund	17,399.88-	25,877.69-	17,312.40-	11,806.65-
000300-0135	Reserve for CP and DS	3,579,875.02-	3,596,905.02-	5,622,609.02-	5,460,684.53-
000300-0140	Criminal Justice Reserve Fund	.00	.00	.00	.00
000300-0201	Law Library Fund	28,088.30-	28,980.74-	30,223.22-	31,368.70-
000300-0251	School Fund	.00	.00	.00	.00
000300-0252	School Food Services Fund	8,772.25-	29,312.57-	75,193.98-	31,313.82-
000300-0253	Summer Food Service Fund	5,535.81-	5,933.61-	11,351.80-	73,847.76-
000300-0254	Title and Grant fund	640,025.63-	442,147.09-	894,781.14-	957,009.76-

BALANCE SHEET - COMPARATIVE PERIODS
2017/07 - 2021/03

FUND #-999 TREASURER'S ACCOUNTABILITY FUND
GL070C

MAJOR#	DESCRIPTION	FY/2018 Bal. Sheet 2017/07 Thru 2018/03	FY/2019 Bal. Sheet 2018/07 Thru 2019/03	FY/2020 Bal. Sheet 2019/07 Thru 2020/03	FY/2021 Bal. Sheet 2020/07 Thru 2021/03
000300-0255	School Textbook Fund	261,909.11-	144,582.61-	81,533.57-	88,572.55-
000300-0256	Smart Beg.Early Childhood Dev	.00	.00	.00	.00
000300-0301	School Capital Projects Fund	198,033.05-	200,230.05-	203,676.05-	207,182.05-
000300-0302	General Capital Projects Fund	564,833.85-	337,502.66-	631,921.74-	781,802.47-
000300-0303	Elementary School Capital Proj Fund	.00	.00	.00	.00
000300-0305	Mega Site - Industrial Park Fund	56,348.69	141,535.27	29,525.77	29,525.77
000300-0306	Cabin Point - Industrail Park Fund	9,723.89	17,098.88	19,723.88	45,814.50-
000300-0307	Henry - Industrial Park Fund	113,991.84-	113,991.84-	153,980.77-	153,980.77-
000300-0723	Robert Mitchell Scholarship Fund	25,183.17-	25,284.17-	25,469.17-	25,634.17-
000300-0724	Wav/Wak Rotary Scholarship Fund	30,254.86-	34,316.86-	32,553.86-	30,716.86-
000300-0725	RICHARD CLEMENTS MOORE III SCH FUND	29,889.83-	30,975.83-	32,177.83-	33,368.83-
000300-0726	Millard D. Stith Sch. Fund	100,000.00-	102,424.00-	975.00	.00
000300-0733	Special Welfare Fund	2,157.67-	10,570.07-	24,239.94-	54,311.92-
000300-0135-200	Restricted Res for Elem Loans	.00	.00	.00	.00
	FUND EQUITY	12,797,818.60-	14,932,475.89-	15,713,461.67-	18,337,586.41-
	TOTAL PRIOR YR FUND BALANCE	12,797,818.60-	14,932,475.89-	15,713,461.67-	18,337,586.41-
000400-0000	OTHER ACCOUNTS	.00	.00	.00	.00
000400-0001	Treasurer's Deferred Account	1,344.51-	.00	.00	.00
000400-0002	Cash Over and Short	83.78-	7.03-	50.01-	178.59-
000400-0011	Overpayments	.00	.00	.00	.00
000400-0012	Prepaid Taxes - PP	10,139.41-	4,246.23-	3,917.67-	5,044.06-
000400-0013	Prepaid Taxes - RE	21,681.19-	36,498.77-	22,496.35-	29,757.05-
000400-0014	Available PTR for Distrib \$1.093M	.00	.00	.00	.00
000400-0015	Escrow Acct. QZAB 2005	803,788.07-	881,838.05-	961,790.44-	.00
000400-0016	QZAB 2006 Escrow Acct.	1,366,645.03-	1,509,586.19-	1,656,096.90-	1,805,930.37-
000400-0021	Escrow Acct - Perf. Surety(ESCROW)	70,610.00-	86,550.00-	64,235.00-	64,235.00-
000400-0101	Commonwealth Current Credit Account	.00	.00	.00	.00
000400-0102	Commonwealth Current Debit Account	.00	.00	.00	.00
000400-0103	Commonwealth Cur C-DHCD Ln-Woodfued	.00	.00	.00	.00
000400-0104	Escrow Sheriff's Sales (SHSALE)	.00	.00	.00	.00
000400-0150	Health Insurance Cont. Fund (HINS)	.00	51,793.00	.00	.00
	OTHER ACCOUNTS	2,274,291.99-	2,466,933.27-	2,708,586.37-	1,905,145.07-
000401-0000	ESCROW ACCTS. RESERVED CIF ACCTS	.00	.00	.00	.00
000401-0101	Escrow for Fire Dept. Vehicles	.00	.00	.00	.00
000401-0102	Escrow for Rescue Vehicles	.00	.00	.00	.00
	ESCROW ACCTS. RESERVED CIF ACCTS	.00	.00	.00	.00
		2,274,291.99-	2,466,933.27-	2,708,586.37-	1,905,145.07-
000500-0000	UNCOLLECTED TAXES - COUNTY	.00	.00	.00	.00
	UNCOLLECTED TAXES - COUNTY	.00	.00	.00	.00
000501-0000	UNCOLLECTED TAXES - RE	.00	.00	.00	.00
000501-1990	Real Estate - 1990	.00	.00	.00	.00
000501-1991	Real Estate - 1991	.00	.00	.00	.00

BALANCE SHEET - COMPARATIVE PERIODS
2017/07 - 2021/03

FUND #-999 TREASURER'S ACCOUNTABILITY FUND
GL070C

MAJOR#	DESCRIPTION	FY/2018 Bal. Sheet 2017/07 Thru 2018/03	FY/2019 Bal. Sheet 2018/07 Thru 2019/03	FY/2020 Bal. Sheet 2019/07 Thru 2020/03	FY/2021 Bal. Sheet 2020/07 Thru 2021/03
000501-1992	Real Estate - 1992	.00	.00	.00	.00
000501-1993	Real Estate - 1993	.00	.00	.00	.00
000501-1994	Real Estate - 1994	.00	.00	.00	.00
000501-1995	Real Estate - 1995	.00	.00	.00	.00
000501-1996	Real Estate - 1996	.00	.00	.00	.00
000501-1997	Real Estate - 1997	.00	.00	.00	.00
000501-1998	Real Estate - 1998	86.04	.00	.00	.00
000501-1999	REAL ESTATE - 1999	121.68	121.68	.00	.00
000501-2000	Real Estate - 2000	168.00	168.00	168.00	168.00
000501-2001	Real Estate - 2001	168.00	168.00	168.00	168.00
000501-2002	Real Estate - 2002	182.00	182.00	182.00	182.00
000501-2003	Real Estate - 2003	182.00	182.00	182.00	182.00
000501-2004	REAL ESTATE - 2004	187.85	187.85	187.85	187.85
000501-2005	Real Estate - 2005	187.85	187.85	187.85	187.85
000501-2006	Real Estate - 2006	161.28	161.28	161.28	161.28
000501-2007	Real Estate - 2007	161.28	161.28	161.28	161.28
000501-2008	REAL ESTATE - 2008	274.41	274.41	264.55	264.55
000501-2009	RE - 2009	529.20	529.20	442.26	442.26
000501-2010	Real Estate - 2010	907.62	907.62	613.44	462.24
000501-2011	Real Estate - 2011	1,705.71	1,657.33	613.44	462.24
000501-2012	Real Estate - 2012	3,595.22	3,015.21	1,343.28	894.01
000501-2013	Real Estate - 2013	8,867.22	5,916.05	3,119.63	2,270.85
000501-2014	Real Estate - 2014	19,145.03	11,677.32	5,912.56	4,340.56
000501-2015	Real Estate - 2015	36,549.78	27,408.11	9,624.58	5,920.51
000501-2016	Real Estate - 2016	108,476.89	67,345.58	30,194.09	15,638.77
000501-2017	Real Estate - 2017	238,714.22	124,105.69	60,575.13	29,477.96
000501-2018	Real Estate - 2018	.00	264,347.36	109,618.13	53,732.24
000501-2019	Real Estate - 2019	.00	.00	250,999.78	90,994.84
000501-2020	Real Estate - 2020	.00	.00	.00	212,083.88
000501-2021	Real Estate - 2021	.00	.00	.00	.00
000501-9999	Reserve - Real Estate Taxes	420,371.28-	508,703.82-	474,719.13-	418,383.17-
	UNCOLLECTED TAXES - RE	.00	.00	.00	.00
000502-0000	UNCOLLECTED TAXES - PP	.00	.00	.00	.00
000502-2005	PP - 2005	.00	.00	.00	.00
000502-2006	PP - 2006	.00	.00	.00	.00
000502-2007	PP - 2007	.00	.00	.00	.00
000502-2008	PP - 2008	.00	.00	.00	.00
000502-2009	PP - 2009	.00	.00	.00	.00
000502-2010	PP - 2010	.00	.00	.00	.00
000502-2011	PP - 2011	.00	.00	.00	.00
000502-2012	PP - 2012	.00	.00	.00	.00
000502-2013	PP - 2013	11,993.67	.00	.00	.00

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2017/07 - 2021/03

FUND #-999 TREASURER'S ACCOUNTABILITY FUND
GL070C

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000502-2014	PP - 2014	22,670.43	19,896.43	.00	.00
000502-2015	PP - 2015	25,742.68	21,593.10	16,100.82	14,783.93
000502-2016	PP - 2016	117,082.29	96,657.67	82,996.27	27,046.66
000502-2017	PP - 2017	352,686.63	53,718.02	28,413.73	21,037.59
000502-2018	PP - 2018	.00	240,599.16	37,561.48	24,629.56
000502-2019	PP - 2019	.00	.00	306,987.07	57,903.46
000502-2020	PP - 2020	.00	.00	.00	309,237.20
000502-2021	PP - 2021	.00	.00	.00	.00
000502-9999	Reserve - PP Taxes	530,175.70-	432,464.38-	472,059.37-	454,638.40-
	UNCOLLECTED TAXES - PP	.00	.00	.00	.00
000503-0000	UNCOLLECTED TAXES - PSC	.00	.00	.00	.00
000503-2006	PSC - 2006	.00	.00	.00	.00
000503-2007	PSC - 2007	.00	.00	.00	.00
000503-2008	PSC - 2008	.00	.00	.00	.00
000503-2009	PSC - 2009	.00	.00	.00	.00
000503-2010	PSC - 2010	.00	.00	.00	.00
000503-2011	PSC - 2011	.00	.00	.00	.00
000503-2012	PSC - 2012	.00	.00	.00	.00
000503-2013	PSC - 2013	.00	.00	.00	.00
000503-2014	PSC - 2014	.00	.00	.00	.00
000503-2015	PSC - 2015	.00	.00	.00	.00
000503-2016	PSC - 2016	.00	.00	.00	.00
000503-2017	PSC - 2017	.00	.00	.00	.00
000503-2018	PSC - 2018	.00	.00	.00	.00
000503-2019	PSC - 2019	.00	.00	3,661.87	.00
000503-2020	PSC - 2020	.00	.00	.00	.00
000503-2021	PSC - 2021	.00	.00	.00	.00
000503-9999	Reserve - PSC Taxes	.00	.00	3,661.87-	.00
	UNCOLLECTED TAXES - PSC	.00	.00	.00	.00
000504-0000	UNCOLLECTED BUSINESS LICENSE	.00	.00	.00	.00
000504-2015	BL - 2015	.00	.00	.00	.00
000504-2016	BL - 2016	.00	.00	.00	.00
000504-2017	BL - 2017	.00	.00	.00	.00
000504-2018	BL - 2018	32.00-	32.00-	.00	.00
000504-2019	BL - 2019	.00	174.00-	.00	.00
000504-2020	BL - 2020	.00	.00	.00	.00
000504-2021	BL - 2021	.00	.00	.00	339.59-
000504-2022	BL - 2022	.00	.00	.00	.00
000504-9999	Reserve for Buisness License	32.00	206.00	.00	339.59
	UNCOLLECTED BUSINESS LICENSE	.00	.00	.00	.00
000520-0000	DMV REGISTRATION WITHHOLDING FEES	.00	.00	.00	.00
000520-0001	DMV Withholding Fees Receivable	.00	.00	50.00-	50.00-

BALANCE SHEET - COMPARATIVE PERIODS
2017/07 - 2021/03

FUND # - 999 TREASURER'S ACCOUNTABILITY FUND
GL070C

MAJOR#	DESCRIPTION	FY/2018 Bal. Sheet 2017/07 Thru 2018/03	FY/2019 Bal. Sheet 2018/07 Thru 2019/03	FY/2020 Bal. Sheet 2019/07 Thru 2020/03	FY/2021 Bal. Sheet 2020/07 Thru 2021/03
000520-9999	Reserve for DMV Withholding Fees	.00	.00	50.00	50.00
	DMV REGISTRATION WITHHOLDING FEES	.00	.00	.00	.00
000521-0000	UNCOLLECTED ADMINISTRATIVE FEES	.00	.00	.00	.00
000521-0001	Administrative Fees Receivable	.00	.00	.00	.00
000521-9999	Reserve for Administrative Fees	.00	.00	.00	.00
	UNCOLLECTED ADMINISTRATIVE FEES	.00	.00	.00	.00
000600-0000	UNCOLLECTED TAXES - STATE	.00	.00	.00	.00
	UNCOLLECTED TAXES - STATE	.00	.00	.00	.00
000601-0000	UNCOLLECTED TAXES - SI	.00	.00	.00	.00
000601-2009	State Income Tax - 2009	.00	.00	.00	.00
000601-2010	State Income Tax - 2010	.00	.00	.00	.00
000601-2011	State Income Tax - 2011	.00	.00	.00	.00
000601-2012	State Income Tax - 2012	.00	.00	.00	.00
000601-2013	State Income Tax - 2013	.00	.00	.00	.00
000601-2014	State Income Tax - 2014	.00	.00	.00	.00
000601-2015	State Income Tax - 2015	.00	.00	.00	.00
000601-2016	State Income Tax - 2016	3,876.58	.00	.00	.00
000601-2017	State Income Tax - 2017	695.00	.00	.00	.00
000601-2018	State Income Tax - 2018	.00	1,931.00	.00	.00
000601-2019	State Income Tax - 2019	.00	.00	.00	.00
000601-2020	State Income Tax - 2020	.00	.00	.00	.00
000601-2021	State Income Tax - 2021	.00	.00	.00	.00
000601-9999	Reserve - State Income	4,571.58-	1,931.00-	.00	.00
	UNCOLLECTED TAXES - SI	.00	.00	.00	.00
		.00	.00	.00	.00
000702-0000	IPR Loan Payments Receivable	3,516.61	4,140.96	6,369.40	8,450.49
000702-9999	Reserve for IPR Loan Payments	3,516.61-	4,140.96-	6,369.40-	8,450.49-
	IPR Loan Payments Receivable	.00	.00	.00	.00
000703-0000	CDBG Loan Payments Receivable	.00	.00	.00	.00
000703-9999	Reserve for CDBG Loan Payments	.00	.00	.00	.00
	CDBG Loan Payments Receivable	.00	.00	.00	.00
		.00	.00	.00	.00

LANDFILL TIPPING FEES

DESTE J. COX, TREASURER

DATE REC'D	FOR MONTH	RATE/TON 0.00	NET/TON 0.00	CO. USED TONS	TOTAL REVENUE	CONSENT FEE ESCROW FD	CONSENT FEE BRAMBLES CR	BASE RENT	Ave need & Bal of Bud.
FYE2021									\$5,536,489.00 Budgeted
7/24/2020	June 2020	\$4.75	101,035.02	1,198.98	\$479,916.35				\$459,888.43
8/28/2020	July 2020	\$4.75	112,092.44	7,108.93	\$532,439.09				\$452,413.36
9/21/2020	Aug 2020	\$4.75	105,052.84	3,048.38	\$499,000.04				\$447,237.08
10/22/2020	Sept 2020	\$4.75	104,044.57	1,708.16	\$494,211.71				\$441,365.23
12/17/2020	Oct 2020	\$4.75	112,401.91	1,855.33	\$533,909.07				\$428,144.88
1/5/2021	Nov 2020	\$4.75	95,993.81	1,799.97	\$455,969.85				\$423,507.18
1/22/2021	Dec 2020	\$4.75	90,713.84	3,273.65	\$430,889.79				\$422,030.66
2/25/2021	Jan 2021	\$4.75	85,473.79	2,623.97	\$406,000.50				\$426,038.21
3/25/2021	Feb 2021	\$4.75	84,958.83	1,492.38	\$308,554.44				\$465,199.46
4/25/2021	Mar 2021	\$4.75			\$0.00				\$0.00
5/25/2021	Apr 2021	\$4.75			\$0.00				\$0.00
6/25/2021	May 2021	\$4.75			\$0.00				
AC TOT FYE 2021 Bud		\$5,536,489	871,766.45	24,109.73	\$4,140,890.64	0.00	0.00	0.00	-\$1,395,598.36
G TOTAL PROJ			871,766.45	24,109.73	4,140,890.64	0.00	0.00	0.00	

Current Conditions of Agreement and CUP - Per the 5th Amendment to Host Agreement dated May 25, 2017

1. Beginning 4/1/17, rate increases from \$4.03/ton to **4.53/ton**. Summer 2018 - Rate increases from \$4.53/ton to **4.75/ton** on the earlier of (1) first delivery of trash by railcar from NY contract or (2) July 1, 2018.
2. Adjustment to CPI on 10th anniversary of amendment (2028), not to exceed \$5.00/ton, but rate shall not be reduced if CPI is less than \$4.75.
3. Minimum Monthly Payments will be 1/12th of 50% of previous calendar year's tipping fees, but not below \$2,000,000/year
4. Beginning June 1, 2018, the County will be responsible for daily operations, acceptance of waste, & routine maintenance of Remote Convenience Centers.
5. Lump Sum pmt of \$150,000 to erect necessary improvements to man & manage operations of Remote Convenience Centers. (Received 8/23/17)
4. Inspection & Operations Fee paid by Waste Management to County for 2017 = \$250,000, increasing to **\$375,000 January 1, 2018**, and adjusted to CPI every 5 years thereafter based on the CPI for each of the five years. The fee shall not be reduced based on CPI adjustment and shall not exceed \$425,000.
5. Landfill Current Lease 1,315 Acres
6. Escrow Agreement: Escrow account/bond/letter \$5,000/acre with a max. of \$1,000,000 with interest earning to a gross max. of \$2,000,000. Amendment to Escrow Agreement allows for additional deposits of \$5,000/acre over 200 acres of landfill used with no maximum accumulation.

Note: Sup. Rent ended 12/02

SUSSEX COUNTY
FINANCIAL UPDATE

SUBMITTED BY DESTE J. COX, TREASURER

March 31, 2021

SUSSEX COUNTY - DESTE J. COX, TREASURER

REVENUE/EXPENDITURE SUMMARY REPORT

MARCH 31, 2021

General Fund

REVENUES				ANNUAL BUDGET	CURRENT MONTH ACTIVITY	YTD ACTUAL 3/31/2021	PRIOR FY - YTD Through 3/31/2020	COLLECTED % YTD
Real Estate - 2020				4,993,400	47,322	4,949,603	4,917,015	99.1%
Public Service Corp - 2020				792,560	0	746,151	762,817	94.1%
Personal Property - 2020				2,742,650	77,741	2,789,919	2,328,066	101.7%
Machinery & Tools - 2020				1,118,800	0	1,097,731	1,107,709	98.1%
Local Sales & Use Taxes (net)				849,528	87,984	727,069	713,260	85.6%
Transient Occupancy Tax				48,000	5,929	26,603	39,351	55.4%
Consumer Utility Taxes				92,000	7,062	65,658	68,808	71.4%
Business License Taxes				61,300	35,073	73,784	55,400	120.4%
Motor Vehicle Licenses				224,850	12,537	209,020	193,215	93.0%
Landfill Tipping Fees				5,536,489	308,553	4,140,889	4,929,185	74.8%
Delinquent Taxes RE				122,000	24,522	182,117	173,412	149.3%
Delinquent Tax Personal Property				80,500	4,292	79,763	60,183	99.1%
Penalties - All Property				92,000	16,925	83,097	90,153	90.3%
Interest - All Property				23,000	4,464	39,348	21,117	171.1%
Court Fines				1,125,000	82,016	518,411	857,120	46.1%
State				5,574,938	305,528	5,127,069	3,502,925	92.0%
Designated Use of Fund Balance				3,491,270	0	0	1,002,126	0.0%
EXPENDITURES				ANNUAL BUDGET	CURRENT MONTH ACTIVITY	YTD ACTUAL 3/31/2021	PRIOR FY - YTD Through 3/31/2020	SPENT % YTD
General Government				4,793,931	196,795	3,356,225	1,638,828	70.0%
Judicial Administration				1,168,798	93,249	834,082	793,920	71.4%
Fire, Rescue, EMS				2,088,901	59,403	1,215,975	1,330,451	58.2%
Sheriff's Operations & Jail				4,751,085	309,758	3,055,563	3,083,807	64.3%
Public Works				1,612,087	109,137	906,615	1,047,690	56.2%
Health & Welfare				870,386	24,212	525,611	594,067	60.4%
Education				8,003,652	757,676	4,277,168	5,017,068	53.4%
Parks Rec & Cultural Enrichment				240,065	0	186,299	172,524	77.6%
Planning/Community Dev				2,996,277	64,436	1,595,513	1,101,004	53.2%
Debt Service				1,517,668	0	1,615,033	1,869,173	106.4%

* FYE20 includes additional month fees in amount of \$536,509

** FYE21 Includes \$973,580 Cares Act Funds & \$469,151 Broadband Cares Act Funds

*** FYE21 Includes Cares Act Expenditures

			ANNUAL	CURRENT MONTH	ACTUAL 3/31/2021	YTD 3/31/2020	Spent %
EXPENDITURES			BUDGET	ACTIVITY	YEAR TO DATE	PRIOR FISCAL YEAR	YTD
Board of Supervisors			210,117	9,356	137,221	121,305	65.3%
Administration			3,315,373	77,678	2,417,383	753,648	72.9%
IT & Central Acct			38,765	0	40,294	36,503	103.9%
County Attorney			150,000	19,901	99,170	112,364	66.1%
Registrar/Board of Elections			243,798	21,846	160,855	131,546	66.0%
Com of Rev/Reassess			415,431	19,601	192,845	184,664	46.4%
Treas/Lic Bureau			420,448	48,413	308,458	298,798	73.4%
General Government			4,793,931	196,795	3,356,225	1,638,828	70.0%
Courts			98,324	7,222	64,583	61,793	65.7%
Clerk of Courts			406,111	29,527	274,358	280,923	67.6%
Com Atty/Vic Wit			664,363	56,500	495,140	451,205	74.5%
Judicial Administration			1,168,798	93,249	834,082	793,920	71.4%
Fire/Rescue/EMS			1,720,514	25,681	927,301	1,160,114	53.9%
Animal Control			368,388	33,722	288,673	170,337	78.4%
Fire, Rescue, EMS			2,088,901	59,403	1,215,975	1,330,451	58.2%
Court Sec/Spot/FO/E911			2,818,138	183,122	1,791,798	1,721,605	63.6%
Confinement of Inmates			1,812,050	126,636	1,177,717	1,282,428	65.0%
Crater Crim Justice Aca.			120,897	0	86,048	79,775	71.2%
Sheriff's Operations & Jail			4,751,085	309,758	3,055,563	3,083,807	64.3%
Building & Grounds			599,892	35,727	382,646	424,265	63.8%
Envir Inspections			305,745	32,026	119,481	120,318	39.1%
General Works			92,400	14,045	69,734	104,605	75.5%
Convenience Ctrs.			491,550	27,339	332,411	389,552	67.6%
Refuse Disposal			122,500	0	2,344	8,950	1.9%
Public Works			1,612,087	109,137	906,615	1,047,690	56.2%
Health - Outside Agencies			225,534	0	150,394	271,128	66.7%
Com. Support Services - Outside Agencies			140,304	199	91,267	103,444	65.0%
Local Contrib to DSS			331,490	23,502	183,204	134,627	55.3%
Local Contrib to CSA			173,058	511	100,746	84,868	58.2%
Health & Welfare			870,386	24,212	525,611	594,067	60.4%
Educ Contrib - Outside Agencies			4,482	0	4,482	2,995	100.0%
Local Contrib to Sch Fd			7,999,170	757,676	4,272,686	5,014,073	53.4%
Education			8,003,652	757,676	4,277,168	5,017,068	53.4%
Library/Cultural - Outside Agencies			204,065	0	156,299	147,524	76.6%
Recreational Contrib- Outside Agencies			36,000	0	30,000	25,000	83.3%
Parks Rec & Cultural Enrichment			240,065	0	186,299	172,524	77.6%
Housing			131,105	8,969	84,468	85,379	64.4%
CDBG Pocahantas Grt			328,985	2,024	30,227	301,559	9.2%
DHCD UNOS Grt			959,650	7,014	114,073	295,915	11.9%
VHDA COVID19 Grt			40,000	0	5,524	0	13.8%
VHDA HUD COVID19 Grt			46,101	0	13,333	0	28.9%
Planning/Building/Zoning			494,804	46,429	364,756	350,812	73.7%
Crater Planning Com			9,790	0	9,790	9,790	100.0%
IDA			961,517	0	949,017	12,500	98.7%
Va Gateway Region			21,025	0	21,025	42,050	100.0%
Crater SBDC			3,300	0	3,300	3,000	100.0%
Planning/Community Dev			2,996,277	64,436	1,595,513	1,101,004	53.2%
Debt Service			1,517,668	0	1,615,033	1,869,173	106.4%
Debt Service			1,517,668	0	1,615,033	1,869,173	106.4%



Animal Services

**April 15, 2021
Monthly Report**



April 6, 2021

TO: RICHARD DOUGLAS, COUNTY ADMINISTRATOR
FROM: BROOKLYN CARPENTER, ANIMAL SERVICES OFFICER
SUBJECT: JANUARY 2021 MONTHLY REPORT

=====
Enclosed is the JANUARY 2021 monthly report.

Animal Services Monthly Report: Attached is the JANUARY 2021 Monthly Report. As you can see, we are attempting to adopt, rescue and return as many animals as possible.

This month, twenty-three (23) canines were rescued, thirty-one (31) canines were returned to owner. One (1) was adopted. One (1) canine was euthanized for aggression.

This month, eleven (11) felines rescued, zero (0) were adopted and zero (0) fostered. Zero (0) felines were euthanized.

Daily Operation Data: Attached in the monthly daily operations data. The data shows the various task and functions preforms by the Officers daily. Please read the description for each category for a better understanding and the hours spent each month.

Administration: The Administration category is very broad and includes the officer's paperwork, time at the County Administration Office and taking moneys collected to the Treasurer's Office. Each animal that is picked-up and received at the shelter must have a report and paperwork throughout it's time there. This category also includes coping files, printing photographs for cases and court cases and written reports. **Total for January (17) Hour**

Patrol: Each Officer is required to patrol a designated area of the County each month. They are looking for stray animals, code violations, and animal welfare checks and ensure the citizens have their County Licenses and Rabies shots just to mention a few task. **Total for January (63.5) Hours**

Total Number of Calls for Service: A new category will be added to the report each month. This data is needed to understand the call volume within the Division. This number will be all calls received from the County Dispatch Center "# of calls" and, all "In house calls", those calls received at the shelter or direct calls to staffing. **Total for January (27) Calls**

Complaints: These are calls given to the Officers by the Dispatch Center or received from citizens by phone or word of mouth. **Total for January (43.5) Hours**

Welfare Checks: These are either response from phone calls and/or while on patrol. These times are recorded since we need to understand how many hours are spent on this task. **Total for January (24) Hours**

Rabies/License Check: While on Patrol or on-duty, if an animal, pen, kennel and/or evidence that an animal is present; the Officer will check to ensure the owner of the animals has their County License and their Rabies shots are current. **Total for January r (3) Hours**

Phone Call/In/Out: During their daily task, the Officers receive and return phone calls throughout the day. These could include communications with the staff members, answering questions for the citizens and addressing concerns, just to list a few examples. **Total in January (27.5) Hours**

Investigation: While answering complaints and/or on patrol, the Officers may come across different situations such as animal cruelty, lack of care for the animals, neglect and lack of medical attention, improper care of the animals to list a few examples. The Officer will investigate the case to gather the facts, interview witnesses, communicate with the animal owner or caregiver, take photos to record the scene and gather evidence to present to the courts if needed. The Officer may have to return multiple times to gather the needed information. **Total in January (10) Hours**

Follow up Visit: While on Patrol or addressing a complaint, if an Officer identifies a code violation with an animal, the Officer will attempt to work with the owner/caregiver to resolve the issue through education provide the code section information and explain the violation and possible way to resolve the problem. The owner will be given 10 days to resolve the issue unless they have been cited for the same violation before or it is a safety, health and/or animal Welfare issue. In these listed cases, a follow-up visit is required to ensure compliance on the identified issue. **Total in January (17.5) Hours**

Summons: Whenever a code can't be resolved through education, information provided, working with the animal owner and other related examples, a summons will be given as a last result. In cases where the animal owner has been warned once before about an issue, cases of animal cruelty and neglect, not getting a county licenses/rabies shots and other related examples, a summons shall be issued. **Total in January (4) Hours**

After Hour Cases: Since emergency animal complaints and bites occur all the time, the Officers will be required to respond to such emergency after hours and on weekends. **Total in January 11) Hours**

Training: Each Officer is required to attend in-service hour each two (2) years. Also, the division provides training in-house during the month and also during our monthly staff meetings. **Total in January (0) Hours**

Rabies Clinic: The Officers assist the veterinarian with rabies vaccinations. Several times a year, a local rabies vaccination clinic is held throughout the county to reduce the normal cost to the citizens. **Total in January (0) Hours**

Equipment/Shelter Maintenance: The Officers provide maintenance on the shelter, traps; vehicles (wash and disinfect vehicles) and grounds whenever possible. This reduces the cost of operations and down time waiting on an outside vendor to respond to the request. **Total in January (0) Hours**

Veterinarian: Our Officers from time to time must carry animals from the shelter to our veterinarian for medical reasons, injuries, medical treatment and other related issues. **Total in January (15) Hours**

Landfill: Great strides are being made to reduce the number of Euthanized animals at our shelter. However, from time to time an animal may die within the shelter; an animal may have to be euthanized due to aggression, deemed dangerous by the courts and other related examples. In such rare cases, the animals must be properly disposed of at the county landfill. The shelter does have a large freezer to store the animals to avoid numerous trips each month. **Total in January (0) Hour**

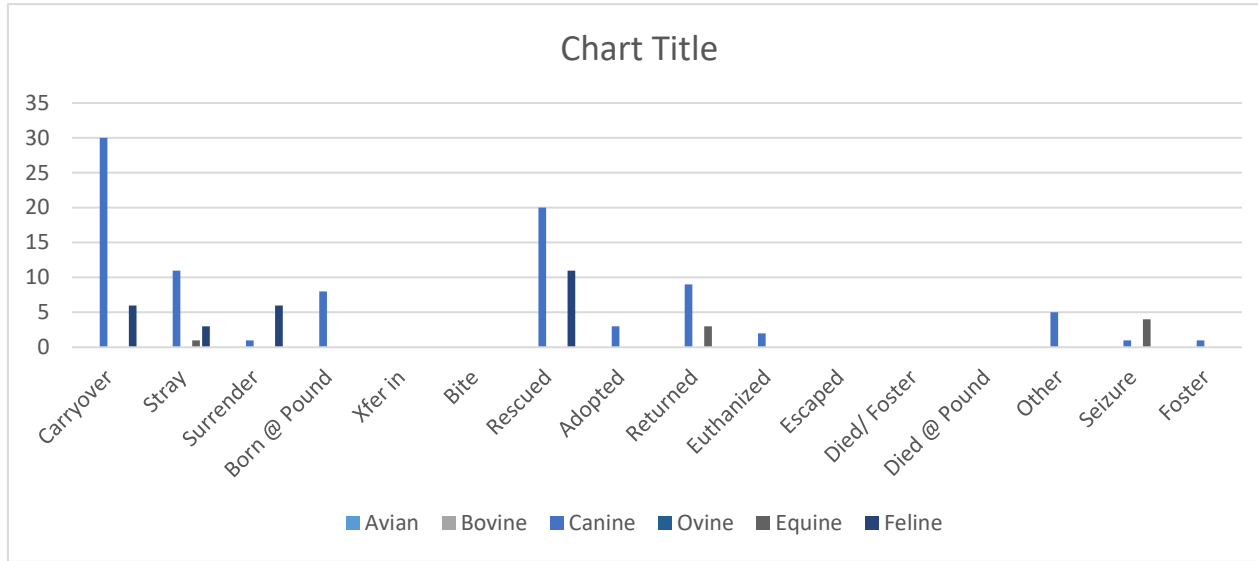
Court: In cases where the Officers attempt to resolve the animal code related issues fails, the animal owner/caretaker shall be issued a Summons to appear in court. **Total in January (9) Hours**

Kennel Inspections: Each week the Officers make kennel inspections within our shelter. They are looking for cleanliness, missing screws and/or hardware, sharp objects that could cut or injure the animals and/or possible safety and/or injury potentials to the staff and animals. **Total in January (0) Hour**

Canine Shots: Whenever needed, the Officers will provide shots to the canines within the shelter. This is based on the number of canines in the shelter. **Total in January (0) Hours**

Shelter Related: The Officers provide support to the pound attendants and act as the Adoption/Rescue Supervisors at the shelter. This includes but not limited to animal transports, animal feed from the storage bins to the shelter, transfer cleaning chemicals from the outside building to inside the shelter and many other related issues as an example. **Total in January (69.5) Hours**

Sussex County Animal Control Monthly Intake Report January 2021



	Carryover	Stray	Surrender	Born @ Pound	Xfer in	Bite	Rescued	Adopted	Returned	Euthanized	Escaped	Died/ Foster	Died @ Pound	Other	Seizure	Foster
Avian	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bovine	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Canine	30	11	1	8	0	0	20	3	9	2	0	0	0	5	1	1
Ovine	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Equine	0	1	0	0	0	0	0	0	3	0	0	0	0	0	4	0
Feline	6	3	6	0	0	0	11	0	0	0	0	0	0	0	0	0

ACTIVE CASES		CANINE	27	FELINE	3	EQUINE	1	Goats	1	Ram	1		
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TOTALS	27
MILEAGE	
UNIT 5	U/K
UNIT 6	2,500
UNIT 7	2,250
TOTALS	4,750.00
SUMMONS	0

Calls

Gas
Diesel

APRIL IS FAIR HOUSING MONTH!



MONTHLY

HOUSING REPORT

“PROMOTNG SAFE, SANITARY, DECENT AND AFFORDABLE HOUSING”

Brenda

4/6/2021

COUNTY OF SUSSEX



MEMORANDUM

TO: Mr. Richard Douglas, County Administrator
FROM: Brenda H. Drew, Housing Programs Coordinator
SUBJECT: Housing Program Report
DATE: April 6, 2021

As always, we are looking forward to continuing our partnerships and programs which promotes family self-sufficiency, home ownership opportunities and housing counseling as well as, rental assistance to low to moderate income families in need.

During the month of March the following general work tasks were performed:

<i>Task and Training</i>	<i>No.</i>
<i>Annual Inspections</i>	12
<i>Annual Re-certifications</i>	13
<i>Initial Inspection</i>	2
<i>Other Certifications</i>	8
<i>Family Briefings</i>	8
<i>Executing HCV Contracts</i>	2
<i>Certificates of Satisfaction</i>	0
<i>VIDA Completion Reports in Process</i>	0
<i>Reports Submitted in CAMS</i>	2
<i>Training Attended</i>	0

Monthly Agency HAP Expense, Lease-up & Admin Fees

Reported for: 7/1/2020 to 4/6/2021

<u>Agency</u>	<u>HAP</u>	<u>UAP</u>	<u>TOTAL</u>	<u>AGENCY PAYMENTS</u>	<u>RESIDENTS</u>
Sussex County					
July 2020	94,886	2,833	97,719	7,024	164
August 2020	99,266	2,975	102,241	7,237	172
September 2020	98,432	2,890	101,322	7,114	171
October 2020	95,535	2,903	98,438	7,154	172
November 2020	97,348	2,738	100,086	6,908	171
December 2020	99,850	3,040	102,890	6,993	171
January 2021	102,147	3,241	105,388	7,157	172
February 2021	98,879	3,236	102,115	7,162	172
March 2021	99,166	3,445	102,611	7,074	171
April 2021	98,823	3,343	102,166	0	170
Report Totals:	984,332	30,644	1,014,976	63,823	1,706
Average:	577	67			Resident Months

PUBLIC WORKS DEPARTMENT

**Building Department
Solid Waste Management
Building & Grounds Department**

**April 15, 2021
Monthly Report**



MEMORANDUM

DATE: April 6, 2021
 TO: Richard Douglas, County Administrator
 FROM: Beverly Walkup, Director of Planning
 SUBJECT: March 2021 - Monthly Report

Please accept this as the March 2021 update for the Community Development Department.

BUILDING ACTIVITY

- March 2021

<i>Building Permits</i>	<i>Electrical Permits</i>	<i>Plumbing & Sprinkler Permits</i>	<i>Mechanical Permits</i>	<i>Field Inspections</i>	<i>Improvement Value</i>	<i>Revenue Generated</i>
13	11	3	11	69	\$814,465.00	\$3,903.52

- March 2020

<i>Building Permits</i>	<i>Electrical Permits</i>	<i>Plumbing & Sprinkler Permits</i>	<i>Mechanical Permits</i>	<i>Field Inspections</i>	<i>Improvement Value</i>	<i>Revenue Generated</i>
10	15	5	5	75	\$1,007,949.00	\$5,229.61

- January 2021 – December 2021 (Yearly totals)

<i>Building Permits</i>	<i>Electrical Permits</i>	<i>Plumbing & Sprinkler Permits</i>	<i>Mechanical Permits</i>	<i>Field Inspections</i>	<i>Improvement Value</i>	<i>Revenue Generated</i>
27	30	10	19	150	\$1,502,077	\$11,046.94



Origin / Material Summary Report

Criteria: 03/01/2021 12:00 AM to 03/31/2021 11:59 PM

Business Unit Name: Atlantic Waste Disposal - S05136 (USA)

Origin	Material	Tons
DC	Special Misc-Tons	505.69
Origin Total		505.69
DE	MSWT	22.59
DE	Sandblast Grit-Tons	10.23
Origin Total		32.82
MD	MSWT	697.94
MD	Sludge Indus-Tons	169.74
MD	SludgeIndus-Tons	87.05
MD	Special Misc-Tons	42.66
Origin Total		997.39
NC	CDTC	123.85
NC	MSWT	5,245.76
NC	Special Misc-Tons	2,999.81
Origin Total		8,369.42
NY	MSWT	59,093.98
Origin Total		59,093.98
PA	MSWT	19.71
Origin Total		19.71
SUSS BUS	MSWT	95.16
SUSS BUS	Sludge Indus-Tons	2,662.71
Origin Total		2,757.87
SUSS RES	MSWT	537.00
Origin Total		537.00
VA	CDTC	183.98
VA	MSWT	13,204.62
VA	SludgeIndus-Tons	578.24
VA	Special Misc-Tons	3,660.65
Origin Total		17,627.49
Totals		89,941.37



Monthly Report April 15, 2021

April 6, 2021

TO: Richard Douglas, County Administrator
FROM: Reid Foster, Jr., Public Safety Coordinator
SUBJECT: March 2021 Monthly Reports

Enclosed you will find the monthly report for March 2021.

RADIO SYSTEM: Still having problems with the paging system. Harris still working on problem no solution in site.

Dispatch center went down. Had to use Waverly to dispatch calls. Harris Radio came out and got it back up. Still working to resolve this problem. Backup system in dispatch was finally gotten on line during this outage.

Still working with DOC on getting spare.

FIRE DEPTS: Stony Creek brush truck has been re-lettered. Working on getting radios installed.

Working with each department on equipment need for new engine's and getting prices for that equipment.

RESCUE: Still waiting on meeting with board of Directors of Waverly Rescue Squad.

Had several conversations with dealer for new medic

EMERGENCY MANAGEMENT: The County has done several second shot clinics. Have one left at 4H center on April 17. Crater Health has not offered any new vaccines to county.

Still working on getting EOC operational

BOARD ACTION FORM

Agenda Item: Consent Agenda #2.09

Subject: Health Insurance Renewal

Board Meeting Date: April 15, 2021

=====
Summary: The renewal for health insurance reflected an increase in premiums of 3.7%. The annual premiums for health insurance per eligible employee increased by \$372.00 a year.

Recommendation: That the Board of Supervisors approve to continue to fund employee coverage for the Key Advantage Expanded plan.

Attachment: None

=====
ACTION: That the Board of Supervisors approve to continue to fund employee coverage for the Key Advantage Expanded plan.

MOTION BY: _____ **SECONDED BY:** _____

<u>Member</u>	<u>Aye</u>	<u>Nay</u>	<u>Member</u>	<u>Aye</u>	<u>Nay</u>
Jones	___	___	Seward	___	___
Fly	___	___	Jones	___	___
Johnson	___	___	Tyler	___	___

BOARD ACTION FORM

Agenda Item: Recognition #3.01

Subject: RECOGNITION: Deputy Sheriff Stewart A. Hudson, Jr.

Board Meeting Date: April 15 2021

=====
Summary: This item was held over from the February 2021 regular Board meeting to allow presentation in person to Deputy Sheriff Stewart A. Hudson, Jr for his fine deed.

The following is the information provided previously:

Deputy Sheriff Stewart A. Hudson, Jr. began employment with the Sussex County Sheriff's office in July 2020 in the patrol division.

On Monday, January 18, 2021, local resident and Town of Waverly Dispatcher Pam Jones, spotted and photographed Sussex County's Deputy Sheriff Stewart Hudson, Jr. picking up litter in Wakefield on Branch Street and Highway 460, an area which he patrols.

At its January 21, 2021 meeting, the Board of Supervisors was informed that WTVR CBS 6 News had aired/posted a story on Deputy Sheriff Stewart Hudson, Jr. recognizing him this fine deed.

The County wants to take this opportunity to recognize and show appreciation to Deputy Sheriff Hudson for his dedication and services to the County and the community.

Attachment: Copy of Certificate of Recognition for Deputy Sheriff Stewart A. Hudson, Jr.
=====

ACTION:

MOTION BY: _____ **SECONDED BY:** _____

<u>Member</u>	<u>Aye</u>	<u>Nay</u>	<u>Member</u>	<u>Aye</u>	<u>Nay</u>
Fly	___	___	W. Jones	___	___
Johnson	___	___	Seward	___	___
D. Jones	___	___	Tyler	___	___
			White	___	___

Certificate of Recognition



Deputy Sheriff Stewart A. Hudson, Jr.

WHEREAS, Deputy Sheriff Stewart A. Hudson, Jr. began employment with the Sussex County Sheriff's Office in July 2020 under the supervision of Sheriff Giles and Captain Johnson; and

WHEREAS, Deputy Sheriff Hudson was assigned to the Patrol Division and has been patrolling in the Town of Wakefield for several months; and

WHEREAS, it has come to the attention of the Sussex County Board of Supervisors that Deputy Sheriff Hudson exhibited exemplary conduct in the community; and

WHEREAS, on January 18, 2021 Deputy Sheriff Hudson was seen contributing in keeping the community clean by voluntarily picking up litter on Branch Street and Highway 460 in the Town of Wakefield; and

WHEREAS, this act personifies character, and is a source of inspiration and dedication to the citizens and its community;

BE IT RESOLVED that the Sussex County Board of Supervisors hereby recognizes and thanks Deputy Sheriff Stewart A. Hudson, Jr. for his dedication and commitment to the Sussex community.

February 18, 2021

*Susan B. Seward, Chair
Sussex County, Board of Supervisors*

BOARD ACTION FORM

Agenda Item: Recognition #3.02

Subject: County Broadband Update – Mr. Casey Logan

Board Meeting Date: April 15 2021

=====
Summary: Mr. Casey Logan, of Prince George Electric Cooperative, will be in attendance to provide the Board of Supervisors an update on the County Broadband.

Recommendation: None

Attachment: Electrical Service Territory Map
=====

ACTION: N/A

MOTION BY: _____ **SECONDED BY:** _____

<u>Member</u>	<u>Aye</u>	<u>Nay</u>	<u>Member</u>	<u>Aye</u>	<u>Nay</u>
Fly	___	___	W. Jones	___	___
Johnson	___	___	Seward	___	___
D. Jones	___	___	Tyler	___	___
			White	___	___

BOARD ACTION FORM

Agenda Item: Public Hearing Item #4.01

Subject: Virginia Department of Transportation Proposed Secondary Six Year Plan & Budget

Board Meeting Date: April 15 2021

=====
Summary: The Virginia Department of Transportation and the Sussex County Board of Supervisors, in accordance with Section 33.1-70.01 of the Code of Virginia, will conduct a joint public hearing in the Sussex Elementary School Gymnasium, 21392 Sussex Drive, Stony Creek, Virginia 23882 at 6:00 p.m., on Thursday, April 15, 2021. The purpose of the public hearing is to receive public comment on proposed Secondary Six Year Plan for Fiscal Year 2022 through 2026 in Sussex County and on the Secondary System Construction Plan and Budget for 2020. Copies of the proposed plan and budget may be reviewed at the Sussex County Administrator’s Office located at 20135 Princeton Road, Sussex VA 23884 or at the Franklin Residency of the Virginia Department of Transportation, 23116 Meherrin Road, Courtland, Virginia 23837.

All projects in the Secondary Six Year Plan that are eligible for federal funds will be included in the Statewide Transportation Improvement Plan, which documents how Virginia will obligate federal transportation funds.

Recommendation: That the Board approves the attached resolution.

Attachments: Proposed Resolution
A Copy of the Sussex County Construction Program Estimated Allocations
A Copy of Secondary System Construction Plan

=====
ACTION: That the Board approves the attached resolution.

MOTION BY: _____ **SECONDED BY:** _____

<u>Member</u>	<u>Aye</u>	<u>Nay</u>	<u>Member</u>	<u>Aye</u>	<u>Nay</u>
Fly	___	___	W. Jones	___	___
Johnson	___	___	Seward	___	___
D. Jones	___	___	Tyler	___	___

White (Tie Breaker) ___ ___

RESOLUTION
Virginia Department of Transportation
Proposed Secondary Six Year Plan and Budget

WHEREAS, Section 33.1-23 and 33.1-23.4 of the Code of Virginia, 1950, as amended, provides the opportunity for each County to work with the Virginia Department of Transportation in developing a Secondary Six Year Road Plan; and

WHEREAS, this Board has previously agreed to assist in the preparation of this Plan, in accordance with the Virginia Department of Transportation policies and procedures and participated in a public hearing on the Proposed (FY2022/2023 through 2026/2027) on April 15, 2021 after duly advertised so that all citizens of the County had the opportunity to participate in said hearing and to make comments and recommendations concerning the proposed Plan and Priority List; and

WHEREAS, Gerald Kee, of the Virginia Department of Transportation, appeared before the Board and recommended approval of the Six Year Plan for Secondary Roads and the Construction Priority List for Sussex County; and

WHEREAS, the Priority List is as follows:

Priority #1: Route 735 (Courthouse Road) Reconstruction and drainage improvements on Route 735, to Route 660 (Gilliam Road) and Route 631 (Gray Road) (2.1 miles) from Route)

Priority #2: Route 636 (Longevity Road) Pave non-hard surface road, to Route 626 (Courthouse Road) (1.2 miles) from Route 626

Priority #3: Route 609 (Butts Road) Reconstruction & Surface Treat Non-Hard Surface Road to Route 697 (Rowehampton Road) and Route 735 (Courthouse Road)

Priority #4: Future unpaved roads: 4-6 Years, various locations in the County

Priority #5: Glyndon Lane and Carver Lane; Glyndon Lane and Carver Lane Rural Addition, Various

NOW THEREFORE BE IT RESOLVED that since the plan appears to be in the best interest of the Secondary Road System, said Secondary Six Year Plan is hereby approved as presented at the public hearing.

District: Hampton Roads
 County: Sussex County
 Board Approval Date:

2022-23 through 2026-27

Route PPMS ID Accomplishment Type of Funds Type of Project Priority #	Road Name Project # Description FROM TO Length	Estimated Cost Ad Date	Traffic Count Scope of Work FHWA # Comments
0735 107435 RAAP CONTRACT STP/S Tier 1 - Road work w RW (PE, RW, CN) 9999.01	Courthouse Road 0735091752 Reconstruction & Drainage Improvements on Route 735 - Sussex Route 660 Gilliam Road Route 631 Gray Road 2.1	PE \$350,000 RW \$350,000 CN \$1,820,000 Total \$2,520,000 10/13/2026	Reconstruction w/o Added Capacity 15004
0636 109685 STATE FORCES/HIRED EQUIPMENT State forces/Hired equip CN Only 9999.02	Longevity Rd 0636091755 Route 636 - Pave Non-Hard Surface Road Route 626; Courthouse Rd 1.2 Miles from Route 626 1.2	PE \$0 RW \$0 CN \$409,484 Total \$409,484 7/26/2019	Reconstruction w/o Added Capacity 17004
0609 -25229 STATE FORCES/HIRED EQUIPMENT State forces/Hired equip PE CN Only 9999.99	Butts Road 0609091770 Route 609 Reconstruct & Surface Treat Non-Hard Surface Road Rowehampton Road-Route 697 Courthouse Road-Route 735 2.3	PE \$5,000 RW \$0 CN \$245,000 Total \$250,000	Reconstruction w/o Added Capacity 17004
8888 -3370 NOT APPLICABLE 9999.99	8888888P88 FUTURE UNPAVED FUNDS: YR4-YR6 VARIOUS LOCATIONS IN COUNTY	PE \$0 RW \$0 CN \$0 Total \$0	50
9999 114015 SAAP CONTRACT Tier 1 - Road work w/o RW or Bridge (PE & CN) 9999.99	Glyndon Lane & Carver Lane 9999091761 Glyndon & Carver Lanes - Rural Addition Various Various 0.0	PE \$20,000 RW \$0 CN \$129,127 Total \$149,127 4/12/2022	Reconstruction w/o Added Capacity 17004

NOTICE OF JOINT PUBLIC HEARING OF THE
SUSSEX COUNTY BOARD OF SUPERVISORS AND
THE VIRGINIA DEPARTMENT OF TRANSPORTATION

PROPOSED PRIORITY LIST FOR IMPROVEMENTS TO
SECONDARY AND UNPAVED ROADS

Notice is hereby given pursuant to Section 33.1-70.01 of the Code of Virginia of 1950, as amended, that the Sussex County Board of Supervisors and the Virginia Department of Transportation will hold a joint public hearing on Thursday, April 15, 2021 at 6:00 p.m., or soon thereafter as may be heard, via Conference Call or Video conference for the secondary and unpaved roads of Sussex County. The hearing will be held in the Sussex Central Elementary School Gymnasium located at 21392 Sussex Drive, Stony Creek, Virginia 23882.

The priority list of secondary and unpaved road improvement projects will be presented for public comment and any citizens with an interest in secondary and unpaved road project priorities are encouraged to attend and make their views known.

Once adopted, the priority list will serve as the basis of formulating the fiscal year 2022 through fiscal year 2027 Six-Year Secondary Road Improvement Plan as well as the fiscal year 2021 Secondary and Unpaved Road Construction Budget.

Persons wishing to speak at this public hearing should contact the Sussex County Administrator's Office by email at sricks@sussexcountyva.gov or (434) 246 1000, Monday through Friday, between the hours of 8:30 a.m. and 5:00 p.m., (excluding County approved holidays).

Authorized by:
Richard Douglas, County Administrator
Sussex County Board of Supervisors, Clerk

BOARD ACTION FORM

Agenda Item: Appointments #5.01

Subject: Appointment to the Blackwater Regional Library Board of Trustees

Board Meeting Date: April 15 2021

=====
Summary: County Administration received notification from Mr. Ben Neal, the Blackwater Regional Library Director that Ms. Jessica Moore’s term on the library’s Board of Trustees as Sussex County’s member, will expire June 30, 2021.

Mr. Neal advised that Ms. Moore is willing to continue to serve if reappointed. If reappointed, her term will expire June 30, 2025.

Recommendation: That the Board reappoints Ms. Jessica Moore to the Blackwater Regional Library Board of Trustees for a second term expiring, June 30, 2025.

Attachment: Copy of Mr. Ben Neal’s Letter, dated March 15, 2021

=====
ACTION: That the Board reappoints Ms. Jessica Moore to the Blackwater Regional Library Board of Trustees for a second term expiring, June 30, 2025.

MOTION BY: _____ **SECONDED BY:** _____

<u>Member</u>	<u>Aye</u>	<u>Nay</u>	<u>Member</u>	<u>Aye</u>	<u>Nay</u>
Fly	___	___	W. Jones	___	___
Johnson	___	___	Seward	___	___
D. Jones	___	___	Tyler	___	___
			White	___	___



RECEIVED

MAR 24 2021

SUSSEX COUNTY
ADMINISTRATION

Mr. Richard Douglas
Sussex County Administrator
P O Box 1397
Sussex, VA 23884

March 15, 2021

Re: Board Reappointment

Dear Mr. Douglas,

Sussex County member of the Blackwater Regional Library Board of Trustees, Ms. Jessica Moore, will reach the end of her first term on June 30, 2021.

She has indicated her willingness to continue to serve, and we hope that you will reappoint this outstanding individual to serve another term on our Board.

Thank you very much.

Very Best Regards,

Ben Neal
Library Director
757-653-0298 ext. 303
bneal@blackwaterlib.org

22511 Main Street. Courtland, Virginia 23837
www.blackwaterlib.org

BOARD ACTION FORM

Agenda Item: Appointments #5.02

Subject: Appointments to the Industrial Development Authority Board of Directors

Board Meeting Date: April 15 2021

=====
Summary: The terms of Mr. George O. Urquhart, 7201 Newville Road, and Mr. Thomas O. Jones, 405 Railroad Avenue, both of Waverly, VA 23890, on the Industrial Development Board of Directors are due to expire May 15, 2021.

Staff has contacted Mr. Urquhart and Mr. Jones. Both are willing to continue to serve if reappointed. If reappointed, their terms will expire May 15, 2025.

Recommendation: That the Board reappoints Mr. George O. Urquhart, 7201 Newville Road, and Mr. Thomas O. Jones, 405 Railroad Avenue, both of Waverly, VA 23890, to the Industrial Development Board of Directors, both with terms expiring May 15, 2025.

Attachments: (1) Confirmation Letters from Messrs. Urquhart and Jones
(2) IDA Roster

=====
ACTION: That the Board hereby reappoints Mr. George O. Urquhart, 7201 Newville Road, and Mr. Thomas O. Jones, 405 Railroad Avenue, both of Waverly, VA 23890, to the Industrial Development Board of Directors, both with terms expiring May 15, 2025.

MOTION BY: _____ **SECONDED BY:** _____

<u>Member</u>	<u>Aye</u>	<u>Nay</u>	<u>Member</u>	<u>Aye</u>	<u>Nay</u>
Fly	___	___	W. Jones	___	___
Johnson	___	___	Seward	___	___
D. Jones	___	___	Tyler	___	___
			S. White	___	___



Board of Supervisors

Susan B. Seward, Chairperson
Wayne O. Jones., Vice Chairman
C. Eric Fly, Sr.
Marian D. Johnson
Debbie P. Jones
Rufus E. Tyler, Sr.

Post Office Box 1397
20135 Princeton Road
Sussex, Virginia 23884

Richard Douglas
County Administrator
rdouglas@sussexcountyva.gov

Telephone: (434) 246-1000
Facsimile: (434) 246-6013
www.sussexcountyva.gov

March 26, 2021

Mr. George O'N. Urquhart
7201 Newville Road
Waverly, VA 23890

Re: Industrial Development Authority

Dear Mr. Urquhart:

Our records indicate that your appointment to the Industrial Development Authority will expire May 15, 2021. So that we may have adequate documentation, this correspondence is being forwarded to you to ask whether or not you would like to be reappointed to the Industrial Development Authority.

Please complete the area below and return in the self-addressed, stamped envelope by April 5, 2021. You may retain a copy for your records.

Sincerely,

Shilton R. Butts
Assistant to County Administrator/
Deputy Clerk to the Board

=====

I wish to be reappointed to the Industrial Development Authority.

I do not wish to be reappointed to the Industrial Development Authority.

Signature: verified via phone pub Date: April 7, 2021



Board of Supervisors

Susan B. Seward, Chairperson
Wayne O. Jones, Vice Chairman
C. Eric Fly, Sr.
Marian D. Johnson
Debbie P. Jones
Rufus E. Tyler, Sr.

Richard Douglas
County Administrator
rdouglas@sussexcountyva.gov

Post Office Box 1397
20135 Princeton Road
Sussex, Virginia 23884

Telephone: (434) 246-1000
Facsimile: (434) 246-6013
www.sussexcountyva.gov

March 26, 2021

Mr. Thomas Jones
133 New Street
Waverly, VA 23890

Re: Industrial Development Authority

Dear Mr. Jones:

Our records indicate that your appointment to the Industrial Development Authority will expire May 15, 2021. So that we may have adequate documentation, this correspondence is being forwarded to you to ask whether or not you would like to be reappointed to the Industrial Development Authority.

Please complete the area below and return in the self-addressed, stamped envelope by April 5, 2021. You may retain a copy for your records.

Sincerely,

Shilton R. Butts
Assistant to County Administrator/
Deputy Clerk to the Board

=====

I wish to be reappointed to the Industrial Development Authority.

I do not wish to be reappointed to the Industrial Development Authority.

Signature: verified via phone call Date: April 7, 2021

BOARD ACTION FORM

Agenda Item: Appointments #5.03

Subject: Appointments to the Board of Zoning Appeals

Board Meeting Date: April 15 2021

=====

Summary: This item was carried over from the February 18, 2021 regular Board of Supervisors meeting. Several members on the Board of Zoning Appeals have resigned. There are currently three (3) vacancies.

Nominations for appointment by the Circuit Court Judge need to be made for a term that expired January 31, 2021. This nomination will be for a term to starting immediately and expiring January 31, 2026. Two (2) nominations will need to be made for terms starting immediately, expiring January 31, 2023 and January 31, 2024, respectively.

The BZA needs to have at least three (3) members to have a quorum.

Recommendation: That the Board nominates three (3) people to be appointed by the Circuit Court Judge, to the Board of Zoning Appeals, with all three terms starting immediately, and expiring January 31, 2023, January 31, 2024, and January 2026, respectively.

Attachments: (1) BZA ByLaws
(2) Roster of BZA

=====

ACTION: That the Board nominates three (3) people to be appointed by the Circuit Court Judge, to the Board of Zoning Appeals, with all three terms starting immediately, expiring January 31, 2023, January 31, 2024, and January 2026, respectively.

MOTION BY: _____ **SECONDED BY:** _____

<u>Member</u>	<u>Aye</u>	<u>Nay</u>	<u>Member</u>	<u>Aye</u>	<u>Nay</u>
Fly	___	___	W. Jones	___	___
Johnson	___	___	Seward	___	___
D. Jones	___	___	Tyler	___	___

White ___ ___

**BY-LAWS
OF
THE BOARD OF ZONING APPEALS
SUSSEX COUNTY, VIRGINIA**

ARTICLE I. MEMBERSHIP

- 1-1. The Sussex County Board of Zoning Appeals, hereafter referred to as the "Board", shall be appointed by the Sussex County Circuit Court and each member shall be sworn in by the Clerk of the Circuit Court prior to assuming his or her duties.
- 1-2. The Board shall consist of five (5) members. One of the five members may be a member of the Planning Commission. Members of the Board shall hold no other public office in the County.
- 1-3. The term of each regular member shall be five (5) years.
- 1-4. A member whose term expires shall continue to serve until his or her successor is qualified and appointed to serve on the Board of Zoning Appeals.
- 1-5. Any member of the Board shall be eligible for reappointment.

ARTICLE II. OFFICERS

- 2-1. The Board shall organize and elect a Chairman and Vice-Chairman as officers annually in the month of January for a one (1) year term. The officers may be re-elected to successive terms.
- 2-2. The Chairman shall preside at all meetings and hearings of the Board, shall decide all points of order and procedures and shall appoint any committees that may be found necessary.
- 2-3. The Vice-Chairman shall assume the duties of Chairman in the Chairman's absence.
- 2-4. The Zoning Administrator of Sussex County or his/her duly assigned agent shall, (1) serve as the Secretary to the Board and shall handle all the official correspondence subject to these rules at the direction of the Board; (2) send out all public notices required by the rules of procedures; (3) keep minutes of the Board's proceedings; (4) notify members of all meetings; and (5) keep a file on each case that comes before the Board.

ARTICLE III. MEETINGS

- 3-1. Meetings of the Board shall be scheduled by the Chairman in coordination with the Secretary. Meetings shall begin at 6:00 p.m.
- 3-2. A quorum shall consist of three (3) Board members.

- 3-3. The Board may adjourn a meeting to another certain date and time if all cases/applications/appeals cannot be disposed of on the day set, and no further public notice shall be necessary for such a meeting.
- 3-4. A meeting shall be cancelled due to inclement weather if the County is closed on the day of the meeting. The meeting will be rescheduled for another date by the Chairman in coordination with the Secretary following the public notice guidelines under Article IV.

ARTICLE IV. PROCUEDURES FOR HEARING BOARD CASES

- 4-1. Appeals to the Board may be taken by any person aggrieved of by any officer, department, board, or bureau of the County affected by a decision of the Zoning Administrator; or from any order, requirement, decision or determination made by any other administrative officer in the enforcement of the Zoning Ordinance.
- 4-2. The applicant shall provide the Zoning Administrator with all the information requested on the application form prescribed by the Board and any such additional information and data as may be required to advise the Board fully with reference to the application for an appeal or variance request, whether such information is called for by the official application form or not. No application for an appeal or variance will be considered by the Board unless it is made on the application required and the appropriate application fees have been paid.
- 4-3. An application for an appeal or variance filed according to the above procedure shall be given a case number within five (5) days of the date filed. Application for an appeal or variance will be assigned for a hearing in the order in which they are received.
- 4-4. The Secretary of the Board shall notify the parties of interests (applicant, adjacent landowners, etc.) of the date and time for the public hearing of the case and give public notice in a newspaper of general circulation in accordance with Section 15.2-2204, the Code of Virginia (1950, as amended).
- 4-5. At the time of the public hearing, the applicant may appear on behalf of the application or be represented by counsel or an agent. The Zoning Administrator's statement shall be made first, followed by the applicant's statement and then comments from any private citizen or business owner for or against the request. The Administrator shall be given the opportunity for a final rebuttal.
- 4-6. A final decision of any application for an appeal or variance to the Board must be approved by a quorum of the membership of the Board. The decision may be delayed so to allow Board members additional time to consider the evidence presented or to allow any additional material to be submitted as requested by the Board prior to rendering a decision.

No member of the Board may act upon any case with respect to property in which the member has an interest. In such cases the member must declare their conflict of interest and abstain from voting.
- 4-7. Within fifteen (15) days after the public hearing, the Secretary on behalf of the Board shall notify the applicant and any other interested party in writing of the final decision of the Board.

ARTICLE V. BOARD RECORDS

- 5-1. A file of all materials and decisions relating to each case shall be kept by the Secretary as part of the records of the Board.
- 5-2. All records of the Board shall be public record in accordance with the Freedom of Information Act.

ARTICLE VI. AMENDMENTS

- 6-1. These By-Laws may be amended, revised or repealed by a majority vote of the Board.

ARTICLE VII. ENACTMENT

- 7-1. These By-Laws shall replace all others and are adopted effective this **22nd** day of **October**, 2014.

**SUSSEX COUNTY
BOARD OF ZONING APPEALS**

(Updated December 2020)

George O’N. Urquhart, Chairman
7201 Newville Road, Waverly VA 23890
Office: 804-897-6500, Ext.9715
Home: 804-834-3594
Cell: 804-516 5775
Term expires: 01/31/2022

~~William B. Savedge
Post Office Box 67, Courtland VA 23837
Term expires 01/31/2021~~

~~Robert Pegram
Post Office Box 34, Jarratt VA 23867
Term expires: 01/31/2024~~

C. Tyrone Griffin
10310 Kelly Lane, Wakefield VA 23888
757.556.1715
Term expires: 01/31/2025

~~George C. Powell
Post Office Box 139
Waverly VA 23890
Term expires: 01/31/2023~~

BOARD ACTION FORM

Agenda Item: Action Item #6.01

Subject: Lawn Maintenance Bid Award

Board Meeting Date: April 15 2021

=====
Summary: County staff recently advertised a Request for Proposals for lawn care services for all county properties, and received proposals from Schultz Landscapes and Oak Ridge Enterprises (see attached). Even though the Oak Ridge annual cost is lower, staff recommends Schultz Landscapes at a cost of \$35,139.24 (annual cost), due to the fact that the other contractor does not have a certified applicator for fertilizer and chemicals on staff. In addition, Schultz Landscapes has significantly more employees that should ensure maintaining lawn care scheduling needs.

Recommendation: Staff recommends approval of Schultz Landscapes for County Lawn Care Services at a cost of \$35,139.24

Attachments: (1) Public Works Director Letter of Recommendation
(2) Proposals Received from Oak Ridge Enterprise, LLC & Schultz Lawnsapes

=====
REQUESTED ACTION: That the Board approves Schultz Landscapes for County Lawn Care Services at a cost of \$35,139.24.

MOTION BY: _____ **SECONDED BY:** _____

<u>Member</u>	<u>Aye</u>	<u>Nay</u>	<u>Member</u>	<u>Aye</u>	<u>Nay</u>
Fly	___	___	W. Jones	___	___
Johnson	___	___	Seward	___	___
D. Jones	___	___	Tyler	___	___
		White	___	___	(Tie Breaker)

Mr. Douglas,

The County received 2 proposals for mowing and landscaping services. Schultz Landscapes provided a base bid of \$35,139.24 and Oak Ridge Enterprises provided a bid of \$30,006.00.

Schultz Landscapes has several Certified Applicators for fertilizer and chemicals used in the maintenance of the grounds. They also have technicians who work under the supervision the applicators as required. They employ 82 full time employees.

Oak Ridge Enterprises has no certified applicator. Their technician works under supervision from outside the company. They employ 3 full time and 3 part time employees.

I recommend Schultz Landscapes due to their full compliance in house with the requirements for the application apply fertilizer and chemicals. Also, large work crews would mean shorter service time and less disruption at the complex.

**SECTION 3
PROPOSAL SUBMISSION FORM
County of Sussex Lawn Mowing and Landscaping Services
For Various Locations**

1. COMPANY NAME Oak Ridge Enterprise, LLC
2. ADDRESS (Home Office) 229 E Church St
3. TELEPHONE NUMBER (office) 804-892-6866 (cell) _____
4. NUMBER OF FULL-TIME EMPLOYEES 3 Full time & 3 Part time
5. OWNERSHIP
- _____ Sole Proprietor _____ Other – Please Specify
- Limited Partnership

PROPOSAL PRICES. Fixed prices for all requirements identified in Section 2 Scope of Services. Pricing submitted in this portion must be fully inclusive of all anticipated costs of the RFP and shall include all costs for management, supervision, labor and material associated with the RFP. The base bid includes the locations identified in Section 2.4 A and B.

Pricing to comply with Section 2 Scope of Services of this RFP for locations identified in Section 2.4 A and B. This is the base bid for the lawn mowing and landscaping services:

<u>3,334.00</u>	X	9 Months	=	Annual Cost
Monthly Cost				<u>\$ 30,006.00</u>



Signature of Authorized Representative

Kyle Atkins- Owner

Name/Title of Authorized Representative

03/30/2021

Date

References:

Company:

Wood Fuel Developers
Contact: Mike Berryman
Phone: 804-840-1942
Email: [REDACTED]

Company:

City of Franklin
Contact: Lin Darden
Phone: 757-562-8603
Email: [REDACTED]

Company:

Akins VA Lawn & Landscaping
Contact: Peggy Akins
Phone: 863-494-5991
Email: [REDACTED]

**SECTION 3
PROPOSAL SUBMISSION FORM
County of Sussex Lawn Mowing and Landscaping Services
For Various Locations**

1. COMPANY NAME Schultz Lawnsapes
2. ADDRESS (Home Office) P.O. Box 45 Waverly, VA. 23890
3. TELEPHONE NUMBER (office) 804-546-9787 (cell) 804-516-3028
4. NUMBER OF FULL-TIME EMPLOYEES 42
5. OWNERSHIP
 Sole Proprietor Other - Please Specify
 Limited Partnership Corporation

PROPOSAL PRICES. Fixed prices for all requirements identified in Section 2 Scope of Services. Pricing submitted in this portion must be fully inclusive of all anticipated costs of the RFP and shall include all costs for management, supervision, labor and material associated with the RFP. The base bid includes the locations identified in Section 2.4 A and B.

Pricing to comply with Section 2 Scope of Services of this RFP for locations identified in Section 2.4 A and B. This is the base bid for the lawn mowing and landscaping services:

<u>3,904.36</u>	X	9 Months	=	Annual Cost
Monthly Cost				\$ <u>35,139.24</u>


Signature of Authorized Representative

Mark Anderson Branch Manager
Name/Title of Authorized Representative

03/25/2021
Date



Why Schultz Lawnsclapes?

Because “service is our *only* business”. Residential or commercial, big, or small, design, installation or maintenance, Schultz Lawnsclapes *delivers*. All our work comes with a single guarantee: Customer Satisfaction.

Schultz Lawnsclapes Profile

Schultz Lawnsclapes is a diversified, family owned *and* operated landscaping company employing over 60 full time employees throughout southern Virginia and northern North Carolina. Schultz Lawnsclapes, Inc. was incorporated as an “S” corporation in the State of Virginia in 2010. Brothers, Corey (President) and Wilson (Vice President) Schultz are the sole owners and operators of the company. Schultz Lawnsclapes provides landscape design, installation, and maintenance services to businesses and homes throughout the region. The Company also provides snow removal services to our commercial contract customers during the winter months.

Management

Wilson Schultz directs companywide operations while Corey Schultz leads marketing, sales, and business development, with more than 20 years of banking and project management experience. Accounting is handled by Tax and Business Services in Glen Allen, VA. The Ford Agency in Hopewell handles our insurance needs. We use LMN (Landscape Management Network) software for job estimating, and Verizon Connect REVEAL to track our vehicle fleet with GPS based job completion, location and maintenance data.

Waverly Branch

Waverly serves as the main office for Schultz Lawnsclapes, serving the Tidewater Area including Smithfield, Sussex, and surrounding counties. Neil Seward directs our Waverly operations with the support of Daniel McKenney. Neil has 11 years of experience in the landscaping industry and over 11 years of experience in other leadership roles. Daniel started with the company in high school and joined the management team after completing college.

Richmond Branch

New in 2018, our Richmond Branch near the Richmond International Airport is directed by Mark Anderson with the support of Nathan Taczanowsky. Mark has 15 years of landscape management experience with Virginia Green, Stockner’s, and the Richmond office of Chapel Valley Landscape Company. Nathan is a Virginia Tech graduate with a degree in Agriculture having more than 12 years of direct experience with Brickman, BrightView and Schultz. Turf services are performed by Virginia Green. Irrigation services are performed by Montgomery Irrigation. Our Crew Leaders are all CPR Certified and Crew Leader trained.

Geography

We service customers and communities from Ashland to the Outer Banks with customers concentrated around Richmond and up and down the SR 460 corridor.

Customer Service



Our customer service is unparalleled. Really. We man our phones, texts, and e- mails 7 days a week. Unlike many companies of our size in this business, we do not just call you back after dinner. We are there to serve you during the day as well. All our crew leaders are equipped with “smart” phones and our trucks have the latest GPS tracking software so we can reach out to solve issues quickly and efficiently.

Schultz Lawnsapes, Inc. – Client References

Jason Crowder – Senior Portfolio Manager - Thalhimer: (804) 213-6931

Jason Godwin – Vice President – Boyd Homes: (757) 490-1959

Diana Morris Williams – Senior Vice President – Smithfield Foods: (757) 365-3000

Keith Allen – Senior Vice President – Smithfield Foods (Hog Production): (804) 834-1221

Blake White – Vice President – MFA (Beaufont Health & Rehabilitation Center): (804) 834-3975

Samantha Pallett – Vice President – Levco Management: (804) 201-9822

David Edmondson – Golf Villas – Founders Bridge (804) 274-0754

Schultz Lawnsapes, Inc. – Financial References

Fulton Bank – Seth Noonkester, Vice President (804) 565-4476

BB & T – Katrice Howard, Assistant Vice President (804) 752-5282

Bank of Southside Virginia (BSV) – Jim W. Clements II, Sr. Vice President (757) 899-7310

E-mail: customerservice@schultzlawnsapes.com; website: www.schultzlawnsapes.com or follow us on Facebook: <https://www.facebook.com/SchultzLawnsapes/>

BOARD ACTION FORM

Agenda Item: Action Item #6.02

Subject: Waverly Law Enforcement/Dispatch Agreement

Board Meeting Date: April 15 2021

=====
Summary: Attached for your consideration is an agreement with the Town of Waverly for law enforcement/dispatch services effective May 2021. This agreement is modeled on the existing agreement between Sussex County and the Town of Wakefield, and has been reviewed by administrative staff, the Sheriff, and the County Attorney. It is designed to be cost-neutral for the county but will also be beneficial to the county in providing additional law enforcement and dispatch support. This agreement is scheduled to be approved by the Town of Waverly on April 13th.

Recommendation: That the Board approves agreement between the Town of Waverly, the County of Sussex and the Sheriff of the County of Sussex.

Attachments: (1) Police Services Agreement
(2) Schedule of Proposed Budget

=====
REQUESTED ACTION: That the Board approves agreement between the Town of Waverly, the County of Sussex and the Sheriff of the County of Sussex.

MOTION BY: _____ **SECONDED BY:** _____

<u>Member</u>	<u>Aye</u>	<u>Nay</u>	<u>Member</u>	<u>Aye</u>	<u>Nay</u>
Fly	___	___	W. Jones	___	___
Johnson	___	___	Seward	___	___
D. Jones	___	___	Tyler	___	___
		White	___	___	(Tie Breaker)

POLICE SERVICES AGREEMENT

By and Between

The Town of Waverly, Virginia

and

Sussex County, Virginia

and

The Sheriff of Sussex County, Virginia

Effective date: May 1, 2021 – June 30, 2022

WHEREAS, this Agreement, executed in triplicate, is made effective and entered into this first day of May, 2021, pursuant to Virginia Code § 15.2-1726, as amended, by and between the TOWN OF WAVERLY, VIRGINIA, a municipal corporation, organized and chartered pursuant to the laws of the Commonwealth of Virginia situated wholly with the geographical territorial limits of Sussex County, Virginia, herein referred to as "Town," and the COUNTY OF SUSSEX, VIRGINIA, a political subdivision of the Commonwealth of Virginia, herein referred to as "County," and the SHERIFF OF THE COUNTY OF SUSSEX, VIRGINIA, herein referred to as "Sheriff."

NOW, THEREFORE, that for and in consideration of the mutual promises herein exchanged, the parties hereto hereby agree as follows:

1. TERM

1.1 Effective Dates: This Agreement shall be effective from May 1, 2021 through June 30, 2022. Notwithstanding the foregoing, this Agreement shall automatically renew from year to year, effective July 1st of each subsequent year thereafter, unless ninety (90) days written notice of non-renewal is given by a party to the other parties herein prior to the expiration of the term of this Agreement. The termination of this Agreement shall result in the termination of the individuals and the respective positions of employment that were retained and created in order to provide the services required by this Agreement.

1.2 Amendment of Agreement Prior to Renewal and During Term of Agreement: At any time during the term of this Agreement, the parties may meet to evaluate the terms of this Agreement and may modify, approve and/or ratify any amendment(s) of this Agreement to the effective or other date of such amendment(s). Any amendment shall be in writing and approved by the Town Council and County Board of Supervisors and the Sheriff.

1.3 Termination by Convenience: Notwithstanding any provisions contained herein, the Town, the County or the Sheriff may terminate this Agreement, at any time, as a matter of convenience, upon giving the other parties herein ninety (90) days written notice of intention to terminate and providing a date certain for such termination by convenience to become effective.

1.4 Termination of Agreement For Any Reason and the Effects Thereof Regarding Equipment and Property: In the event of termination of this Agreement, for any reason or cause, the parties agree that on the effective date of termination that all property listed on Schedule A, attached hereto (see also paragraph 6.2 hereinafter stated and incorporated herein), still in the possession of the County and Sheriff under this Agreement shall be delivered to the Town and that title to the same shall be transferred to the Town as soon as practicable. The Town shall thereafter be responsible for all such equipment and property.

Further, any other equipment and/or property that was or is purchased during the term of this Agreement and directly paid for by the Town shall also be turned over, as soon as practicable, to the Town by the County and Sheriff.

2. SCOPE OF SERVICES

2.1 Town to Provide Office Space for Sheriff: In addition to the agreed obligations of the Town recited in this Agreement, the Town agrees to provide office space, at no cost, in the Town Hall for the Sheriff to carry out the purposes of this Agreement which may also be used for any incidental law enforcement duties and responsibilities of the Sheriff.

2.2 Duties of the County and Sheriff: The County agrees, and the Sheriff consents hereto, to provide and furnish law enforcement services in the Town consistent with this Agreement and with the laws of the Town, County and state of Virginia and federal law where and when applicable, which by reference are expressly incorporated herein. The Sheriff and any deputy sheriff serving as a town law enforcement officer shall have the

authority to enforce such town's ordinances describing criminal acts. Likewise, the Sheriff and deputy sheriffs, while serving as a town's law enforcement officers, shall have the same powers, rights, benefits, privileges and immunities as those of regular town police officers.

The Sheriff, pursuant to this Agreement, shall be the Town's Chief of Police as provided by statute, pursuant to Virginia Code § 15.2-1726, as amended.

2.3 Sheriff's Patrol Car Usage: The Sheriff shall designate which law enforcement patrol car or cars shall be used in the performance of this Agreement within the Town's corporate limits. Said patrol car(s) may be used for other law enforcement purposes which the Sheriff deems necessary and appropriate for the health, safety and wellbeing of the Town and the County's citizens and private and public property.

2.4 Purchase of Patrol Cars for Position of Employment in Town: However, the parties hereto all expressly agree that the Town shall provide seven law enforcement vehicles (five active and two reserve vehicles) for use by the employees hired by the Sheriff to provide law enforcement services in the Town under this Agreement, which shall be used, whenever practicable and in keeping with the Sheriff's position, responsibilities and duties as chief law enforcement officer for the County, and now police chief of the Town, within the corporate limits of the Town in performance of this Agreement.

The actual cost of operation, insurance, radios, installations, painting and equipping as a law enforcement vehicle and other incidental and necessary costs and usage of this patrol vehicle, in the performance of this Agreement, shall be included in this Agreement and shall be chargeable to the Town.

2.4.1 Replacement of Patrol Vehicles: The patrol vehicles shall be replaced by the Town every four years unless the four-year time period is extended or reduced by written agreement of all parties.

When a vehicle is replaced as aforesaid, said vehicle shall remain the property of the

Town when taken out of service. Vehicles damaged in service shall be adjusted between the County and the insurance carrier and any resulting monetary proceeds therefrom shall be the property of the Town.

3. OPERATIONAL ISSUES

3.1 Routine Administrative Authority: The Sheriff shall be responsible for establishing, consistent with this Agreement, the policies, practices and procedures, including employment, standards for law enforcement, scheduling, discipline and the supervision of all law enforcement personnel utilized in the providing of law enforcement services to the Town. However, the Sheriff or County shall not have the authority to increase the costs of this law enforcement program to the Town without the permission of the Town; except for line items pertaining to salaries and fringe benefits. These shall be adjusted in an amount consistent with the increase for like deputies within the Sheriff's Office and shall be done only during the normal budgeting period.

3.2 Specific Law Enforcement Services: In providing to the Town the law enforcement services provided for in this Agreement, the County and the Sheriff shall provide services based on inclusion of the following specific services as promulgated by the Town Council. However, each provision as to the providing of law enforcement services herein called for in this Agreement shall be subject to such modifications as may be appropriate and necessary in the judgment of the Sheriff to meet extraordinary law enforcement needs. To-wit:

3.2.1 Surveillance of Roadways, etc.: Officers ("Sheriff or his deputies") shall provide surveillance of roadways for visual evidence of utility line leaks or other malfunctions and shall promptly notify the Town during business hours, and the Sussex County Sheriff's Office dispatcher during non-business hours of any emergency involving said roadways and/or water or sewer system.

3.2.2 Surveillance of Electrical Power Lines : Officers ("Sheriff or his deputies") shall notify the Town during business hours and the Sussex County Sheriff's Office dispatcher during non-business hours, when they see evidence of a problem or malfunction with electrical power lines in the Town.

3.2.3 Town Street Lights: Officers shall advise the Town during business hours of any non-functioning streetlights.

3.2.4 Community Policing and Availability to Town Citizens, Mayor and Town Council: The Sheriff or an intermediate supervisory officer shall be reasonably available to the citizens of the Town and reasonably available at all times to the Town's Mayor and Town Council.

3.3 Disaster Operations: In the event the Town and/or County Emergency Operations Plan (EOP) is activated there will be a need to modify how incidents are handled, especially for a large-scale event which has truly exhausted local resources. The details of the interaction between the Town, County and Sheriff, in conjunction with the County's Public Safety Director, shall be developed as a component of the policies, practices and procedures as referenced in 1.2 and 3.1 above.

3.4 Special Events: Whenever possible, the Town will notify the Sheriff of any planned special events at least ten (10) days in advance. If extra personnel are reasonably required to handle the unusual workload caused by a special event, the Town agrees to reimburse the County for this direct cost. If extra personnel are reasonably required, then the cost thereof shall be reviewed and agreed to by the County, Town and Sheriff in advance of the event. If agreement is not made in advance, the County and/or Sheriff either will not provide the extra services or will bear the cost of this service.

3.5 Town Council Additional Request for Law Enforcement Services and Additional Operating Procedures: The Town Council may, by Resolution, with the said Resolution being agreed to by the County and Sheriff prior to action on said Resolution, designate

additional law enforcement services and operational procedures herein.

3.6 Death, Disability, Resignation or Failure of Re-Election of Sheriff: In the event of the death, disability, resignation or failure of re-election of the Sheriff, who is a signatory to this Agreement, the parties agree that this Agreement, upon the occurrence of any of the aforesaid events, shall become void and of no effect as it relates to Ernest L Giles, the current Sheriff of Sussex County, Virginia. However, this Agreement shall continue on a *de facto* basis in all respects, as allowed by law until a successor Sheriff affirmatively terminates the same.

The County shall use its best efforts to prevail upon any successor Sheriff to formally assume the rights, duties and obligations under this Agreement by written confirmation of same.

4. LEVEL OF SERVICE

4.1 Level of Service: (a) A total of eight hundred (800) hours of dedicated police patrol coverage shall be provided every four (4) weeks (Sunday through Saturday) (five officers @ 40 hours/week) by County law enforcement officers on duty within the corporate limits of the Town, or on real estate owned by the Town without the corporate limits. (b) A total of 640 hours of telecommunications coverage shall, likewise, be provided to service the Town each month. (four telecommunications employees @ 40 hours/week)

4.2 In Support of Town's, County's and Sheriff's Budget Process: County shall prepare and submit to Town and the Town shall prepare and submit to County, commencing in the year of 2021 on or before June 30, 2022 and thereafter in each year that this Agreement is in effect, any proposed revisions to Schedule A, attached hereto, for the next fiscal year (covering the period of July 1 through June 30). The revised Schedule A shall be prepared in consultation with the Sheriff's staff. The parties shall use reasonable efforts to adopt the revised Schedule A, as well as the cost for the performance of this Agreement by July 1 of each year. The updated Schedule A shall be incorporated into this agreement, as

agreed to each fiscal year that this Agreement is in effect, shall be an ongoing incorporation into Section 7, "Compensation for Services."

4.3 Class Three and Class Four Misdemeanor Warrants: Unless contrary to applicable state or other law, any incident, resulting in the issuance of any Class Three or Class Four misdemeanor warrants against any person or business entity within the Town limits shall be written pursuant to the Town's statutory ordinance provision and section, subject to and except as may be provided by applicable law, which by reference is incorporated herein, when arrests are made and prosecuted for violation of Town Ordinances, any fines collected shall be paid to the Town's treasurer. Should any arrest be made pursuant to a Town's ordinance which results in any jail sentence being imposed pursuant to any such Town ordinance, then the costs of incarceration shall be paid by the Town.

4.4 Certification Regarding Minimum Training Standards of Employees: The Sheriff certifies to the Town and to the County that, at the time of the signing of this Agreement and that at the time of any renewal or extensions thereof, that all law enforcement officers employed within the Town, whether full-time or part-time, and whether permanently or temporarily employed, shall be in compliance with all applicable minimum training standards of the Criminal Justice Services Board, unless the time periods for compliance with such training requirements are extended or waived for the effected officers.

5. REPORTS

The Sheriff, in the performance of his duties pursuant to the terms of this Agreement, shall report directly to and be responsible, in conformity with applicable law, to the Town of Waverly, Virginia in the same manner as he is responsible to the County of Sussex, Virginia. In addition to other reasonable reporting requirements of the Town, on a monthly basis, the Sheriff shall report to the Town's Council addressing, as applicable: Services performed; including number of hours (regular and overtime) worked per

employee and/or other reasonably obtainable and relevant information deemed important by the Town. The County shall be entitled to all reports furnished the Town.

6. PROVISION OF SUPERVISION, LABOR AND EQUIPMENT

6.1 Supervision: The responsibility of supervision and the hiring of personnel, establishing standards of performance, assignment of personnel, determining and effecting discipline, determining training required, maintaining personnel files, and other matters relating to the performance of services and control of personnel, shall remain with the Sheriff in a manner consistent with this Agreement.

The Sheriff shall consider all comments from the Town and County concerning the performance of personnel performing services for the Town under the terms of this Agreement.

6.2 Town Law Enforcement Equipment: For the purpose of performing the law enforcement services called for in this Agreement, the Town confirms that it has heretofore delivered to the Sheriff and transferred title to the Sheriff all equipment, materials and supplies deemed necessary and appropriate by the Town in performance of the services called for in this Agreement, owned and used by said Town, solely and exclusively for law enforcement purposes as listed on Schedule A attached hereto and expressly incorporated herein. Schedule A may be amended, from time to time as necessary, by the agreement of all parties, in writing hereto.

6.3 Additional Necessary Labor, Supervision and Equipment: Included in and in addition to the equipment, materials and supplies as recited herein and at 6.2 of this Agreement, the County and the Sheriff shall have full responsibility for furnishing all additional necessary labor, supervision, equipment, communications, facilities, dispatching service and supplies necessary for the performance of this Agreement.

The County shall furnish and supply all labor, supervision and supplies necessary to maintain the level of service to be rendered hereunder. Any equipment purchased by the

Town, other than the equipment described in Section 6.2, shall remain the property of the Town.

7. COMPENSATION FOR SERVICE

7.1 Payment Basis: The Town agrees to pay to the County, during the term of this Agreement the actual costs of the services to be performed each month pursuant to this Agreement which shall also include the actual cost of operation, insurance, radios, installations, painting and equipping the patrol vehicles described in 2.4 (Purchase of Patrol Cars for Position of Employment in Town), any additional dispatch costs incurred by the County or Sheriff as a result of this Agreement, and other incidental and necessary costs and usage of this patrol vehicle within the corporate limits of the Town. The Town's total cost for this Agreement shall not exceed the gross amount set out in Schedule A for fiscal year 2021-22, to be pro-rated for the current fiscal year. Notwithstanding the above, the parties understand and agree that costs for fiscal year 2021-22 may increase depending upon state adjustments, which will be incorporated in an addendum to Schedule A hereto. The Sheriff shall have the authority to make necessary adjustments to expenditures accordingly to not exceed the gross monetary costs, during fiscal year 2021-2022 and thereafter during each succeeding fiscal year, upon the requisite Agreement cost determination being made by the County and Town, pursuant to Section 4.2 (In Support Of Town's County's and Sheriff's Budget Process) of this Agreement.

All parties hereto recognize that unexpected and extraordinary costs, as determined by the Sheriff may result in an increase of the agreed and budgeted amount of carrying out this Agreement and, should such occur, the provisions of Section 1.2 herein (Amendments of Agreement Prior to Renewal and During Term of Agreement) shall be complied with before any amendments shall occur hereto.

7.2 Establishment of Costs: The cost to be charged to the Town, with the advice and consent of the County and Sheriff, may be adjusted periodically to reflect any changes in

the cost to the County and the Sheriff for providing services hereunder. The Town shall be notified of any proposed changes in cost to be charged to the Town prior to submittal of the proposed changes to the County Board of Supervisors, and the Town shall be given the opportunity to review the proposed change with the County personnel and to accept or reject the same. Should the Town choose not to appropriate or expend any additional monies needed to support the level of service thereafter to be supplied, the Sheriff' and the County reserve the right to reduce the level of service in accordance with the amount the Town is willing to expend.

7.3 Insurance, Retirement and Other Personnel Costs: The Town expressly recognizes and agrees that the rates or charges for personnel who will perform the services hereunder shall also include the proportionate share of the customary sums that the County has historically affixed as and for premium to provide workers compensation, retirement and other personnel costs and shall be part of the costs charged to the Town pursuant to Section 7, (Compensation for Services).

7.4 Payment of Costs for Each Month in Which Services Are Provided: Upon the presentation of a monthly statement by the County and/or the County and the Sheriff, the Town agrees to pay to the County, within thirty days of presentation of such monthly statement, the monetary amount designated therein as due and then payable. The monthly statement shall include an itemized statement of the costs for services being charged for said month.

Town shall remit payment to the invoicing department or other county agency or department as designated in writing by the County. County shall not be entitled to offset against funds in the County's possession due to the Town without the consent of Town. In the event of non-payment, the County's remedy shall be to terminate this Agreement upon thirty (30) days' notice; to discontinue the provision of services hereunder; and file suit to recover unpaid amounts. Before any such termination, the parties shall meet and

confer on an urgency basis to resolve any outstanding issues and comply with Paragraph 11 of this Agreement.

8. SUBROGATION

To the extent that the County incurs any loss for which it is compensated in whole, or for more than fifty percent of its losses by the Town, the County shall assign its rights and interest in any claim or cross complaint that it may legally have or be entitled to assert to the Town. To the extent that the Town incurs any loss for which it is compensated in whole, or for more than fifty percent of its losses, by the County, the Town shall assign its rights and interest in any claim or cross complaint that it may legally have or be entitled to assert, to the County.

9. RIGHT TO AUDIT

Upon reasonable notice, any party herein shall have the right to inspect and audit any records maintained by the other party relevant to this Agreement to the extent allowed by law.

10. INTERNAL POLICIES

If requested by the Sheriff, County and Town, an internal policy memorandum may be entered into by and between said Sheriff, County or Town with respect to any question relating to the provision of service under this Agreement. The policy will set forth the question raised and agreements reached in resolution of the question. The intent and purpose of each such policy shall be to administratively implement, interpret, or clarify one or more provisions of this Agreement. No such policy shall have the effect of amending this Agreement unless an amendment to this Agreement is approved in writing by the Sheriff and Town Council and County Board of Supervisors. In the event of any inconsistency between the terms of such policy and the terms of this Agreement, the terms of this Agreement shall prevail.

11. DISPUTE RESOLUTION

In the event the Town, Sheriff and/or County do not agree, except as otherwise provided herein, on any provisions or interpretations of this Agreement, each party herein shall be entitled to appoint one representative who shall meet, deliberate and determine, by a majority vote, its recommended interpretation of any provision, except as otherwise provided herein, and forward said recommendation to the Town Council, Sheriff and County for consideration and action.

12. LEGAL PROCEEDINGS AND VENUE

Venue and jurisdiction for any proceedings pertaining to this Agreement shall be in the Circuit Court for the County of Sussex, Virginia.

13. NOTICES

Any notices required or desired to be served by either party upon the other shall be personally delivered or forwarded by certified mail, return receipt requested, to the respective parties now designated representative:

If to the Town of Waverly, Virginia: Town of Waverly, Attention: Mayor, Post Office Box 318, Waverly, VA 23890, and to: County of Sussex, Virginia, Attention: Sheriff, Post Office Box 1326, Sussex, Virginia 23884; and to: County of Sussex, Virginia, Attention: Sussex County Administrator, Post Office Box 1397, Sussex, Virginia 23884.

14. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

15. ENTIRE AGREEMENT

This Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and

contemporaneous agreements and understanding, oral or written, in connection therewith.

16. NO OBLIGATION TO THIRD PARTIES

Nothing in this Agreement, or any of the addenda hereto, is intended to, nor shall it create any right in any person, firm, corporation, or entity, other than in the parties hereto, including but not limited to the employees of the parties, to any of the benefits hereunder. Nothing herein is intended to expand the duties and obligations of the Town and/or County and/or Sheriff with regard to third parties.

17. CONSTRUCTION OF AGREEMENT

This Agreement shall be constructed and enforced pursuant to the laws of the State of Virginia.

18. ADDITIONAL DOCUMENTS AND AGREEMENTS

Schedule A - (See Paragraph 4.2)

The parties agree to cooperate in the execution of any additional documents or agreements that may be required to carry out the terms of this Agreement.

19. AGREEMENT CONTROLLING

In the event of a conflict between the provisions of the text of this Agreement and any present or future Exhibits, the provisions of the text shall prevail.

20. ASSIGNMENT/DELEGATION

Neither party hereto shall assign, sublet, or transfer any interest in this Agreement or any duty hereunder without written consent of all parties herein, and no assignment shall be of any force or effect whatsoever unless and until all of the parties shall have so consented.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms, conditions and provisions above stated, the day and year first above written.

TOWN OF WAVERLY, VIRGINIA

By: _____
Mayor, Town of Waverly

Attest:

By: _____
Clerk, Town of Waverly

COUNTY OF SUSSEX, VIRGINIA

By: _____
Chairperson, Board of Supervisors

[SIGNATURES CONTINUE ON NEXT PAGE]

Attest:

By: _____
Clerk, Board of Supervisors

By: _____
Sussex County Sheriff

Approved as to Form:

Sussex County Attorney

Waverly Town Attorney

**SCHEDULE A
TOWN OF WAVERLY BUDGET PROPOSAL**

00000-0000-000-000	WAVERLY OPERATIONS	Proposed	Notes
	Salaries and Wages - Regular	\$314,886.46	
	Other Pay	\$5,000.00	Resignation payout, etc.
	Employer FICA Tax	\$24,088.50	
	VRS Contributions	\$13,122.48	
	Health Care Benefits - Dispatch	\$40,464.00	\$10,116.00 x 4 employees
	Health Care Benefits - Patrol	\$50,580.00	\$10,116.00 x 5 employees
	Uniform Services / Law Enforcement Supplies	\$15,000.00	
	Vehicle Maintenance & Repairs	\$30,000.00	
	Maintenance Service Contract	\$12,900.00	ID Networks - Computer Software
	Vehicle Insurance	\$4,095.00	For Seven Vehicles
	TOTAL WAVERLY OPERATIONS	\$510,136.44	
	Option of Selective Enforcement Program	\$80,000.00	
	TOTAL WAVERLY OPERATIONS WITH SE PROGRAM	\$590,136.44	

The above proposed budget is to fund five police officers and four dispatchers.

Each ticket written while performing Waverly Duty post, the town will receive the fess of reimbursement payment.
Optional: If the Town wishes to have a seperate selective enforcement program from the County the proposed budget for that program would be \$90,000.00

BOARD ACTION FORM

Agenda Item: Action Item #6.03

Subject: Crater Regional Workforce Development Board Sussex County Payment Request

Board Meeting Date: April 15 2021

=====
Summary: This item was requested by Supervisor Fly. Information is attached. Further detail will be provided at the Board meeting.

Recommendation: None

Attachments: (1) Virginia Career Works CRWDB Letter as Invoice, from Jasmine E. Gore, CEO Chair, dated 4/2/21
(2) CEO Questions and Answers

=====
REQUESTED ACTION: TBD

MOTION BY: _____ **SECONDED BY:** _____

<u>Member</u>	<u>Aye</u>	<u>Nay</u>	<u>Member</u>	<u>Aye</u>	<u>Nay</u>
Fly	___	___	W. Jones	___	___
Johnson	___	___	Seward	___	___
D. Jones	___	___	Tyler	___	___
		White	___	___	(Tie Breaker)

Crater Regional Workforce Development Board

22 W. Washington St.
Petersburg, VA 23803
Mainline: 804-862-6155
Office: 804.835.5100

Sooheenia Pierce, Executive Director

Chief Elected Officials Consortium

Hon. Jasmine Council Member-City of Hopewell, CEO Chair
Hon. Eric Fly, Board Member-Sussex County, CEO Vice-Chair
Hon. Gregory Kochuba- Mayor-City of Colonial Heights
Hon. Dr. Carolyn Carey, Mayor- City of Emporia
Hon. Samuel Parham, Mayor-City of Petersburg
Hon. Brenda Ebron-Bonner, Chair-Dinwiddie County
Hon. James Brown, Chair-Greensville County
Hon. Floyd Brown, Chair-Prince George
Judy Lyttle, Board Member-Surry County

April 2, 2021

To whom it may concern:

This letter will serve as official notification to use as an invoice and/or reminder related to the Cherry Creek Disallowed Cost noted in the Workforce Innovation and Opportunity Act Annual Compliance Review for the Crater Region Workforce Development Board (the "Board") - Program Year (PY) 2019. The Cherry Creek transactions occurred in PY 2016-2017. To date, Crater Workforce Development Region – Area 15 has resolved compliance findings, with the exception of Cherry Creek.

The Crater Region has an April 9, 2021 deadline to reimburse the state \$28,420.00 for Cherry Creek disallowed costs.

In May 2020, the Virginia Community College System (VCCS) issued the PY19 Compliance Audit, and directed the Board to provide documentation to justify the Cherry Creek expenditures by the deadline set in September 2020. The PY19 Compliance Report noted, "After a review of the documentation, the VCCS WIOA Title I Administrator will determine if the costs are disallowed. Failure to submit documentation will result in the determination of disallowed cost. After reviewing the documentation, should the WIOA Title I Administrator determine that a violation of local procurement rules and regulations occurred, all purchasing authority of the CRWDB shall be suspended and revert to local grant recipient officials."

In December 2020, the Chief Elected Officials (CEOs) Chair, Jasmine Gore, and Workforce Board Chair, Amanda Wilson, received notice that a final determination to classify Cherry Creek transactions as disallowed cost was made by the WIOA Title I Administrator. The CEOs held a meeting on January 25, 2021, which included notification of the Cherry Creek Disallowed Cost. During the meeting, the CEOs failed to maintain a quorum. In response, each Chief Elected Official was contacted individually to receive notification of a March 15, 2021 deadline to reimburse the state. The Chief Elected Officials held several Special Meetings in February and March to discuss the disallowed costs with the Board staff and Board Attorney.

The CEOs ultimately directed the Chair to request an extension from VCCS until April 9, 2021. VCCS communicated in writing on March 23, 2021, "The extension to April 9th is granted as requested in your letter attached to your e-mail below. Please be aware this is the final extension and the reimbursement must be submitted to us as instructed." That information was provided to the CEOs the on the same date.

The Board staff and CEO Chair recommended the Cherry Creek disallowed cost be divided equally across the Crater region, resulting in approximately \$3,158.00 per each locality. On March 17, the Executive Director provided each CEO with copies of two important documents - the PY 2020 Grant Recipient Agreement and the 1999 CEO Agreement as significant references that addressed the responsibility of the Grant recipient and the Consortium members. Throughout deliberation, the CEOs have submitted several questions and requested information in order make a determination. Questions were tracked, consolidated into the attached PDF and submitted via email on March 18th. As a result of several inquiries, the Board Attorney was consulted and a determination was made that the CEOs must follow the 1999 CEO Agreement, since that was the agreement in place during the time of the transactions.

Crater Regional Workforce Development Board

22 W. Washington St.
 Petersburg, VA 23803
 Mainline: 804-862-6155
 Office: 804.835.5100

Sooheenia Pierce, Executive Director

Chief Elected Officials Consortium

Hon. Jasmine Council Member-City of Hopewell, CEO Chair
 Hon. Eric Fly, Board Member-Sussex County, CEO Vice-Chair
 Hon. Gregory Kochuba- Mayor-City of Colonial Heights
 Hon. Dr. Carolyn Carey, Mayor- City of Emporia
 Hon. Samuel Parham, Mayor-City of Petersburg
 Hon. Brenda Ebron-Bonner, Chair-Dinwiddie County
 Hon. James Brown, Chair-Greensville County
 Hon. Floyd Brown, Chair-Prince George
 Judy Lyttle, Board Member-Surry County

He advised that, cost will be allocated based upon a proportionate share of the labor market of each city/county during the time period in which the disallowed cost occurred. As a result, the Executive Director provided the recommendation below:

NAME	Adult	Youth	Dislocated Worker	Total Allocation	%	Disallowed Cost. Total \$28,420
Crater Area	\$456,973	\$447,709	\$373,742	\$1,278,423		Local prorated rates
DINWIDDIE CO.	\$59,600	\$62,217	\$57,026	\$178,843	13.98934	\$ 3,950.00
GREENSVILLE CO.	\$30,012	\$19,904	\$18,772	\$68,688	5.37286	\$ 1,534.00
PRINCE GEORGE CO.	\$70,845	\$64,073	\$51,789	\$186,707	14.60447	\$ 4,150.00
SURRY CO.	\$12,141	\$13,323	\$11,513	\$36,977	2.89239	\$ 824.00
SUSSEX CO.	\$34,495	\$26,852	\$20,532	\$81,880	6.40476	\$ 1,819.00
COLONIAL HEIGHTS CITY	\$24,686	\$31,946	\$24,737	\$81,370	6.36487	\$ 1,790.00
EMPORIA CITY	\$16,922	\$16,126	\$18,388	\$51,435	4.23314	\$ 1,194.00
HOPEWELL CITY	\$74,169	\$73,335	\$53,263	\$200,767	15.70427	\$ 4,462.00
PETERSBURG CITY	\$134,102	\$139,933	\$117,721	\$391,757	30.64376	\$ 8,697.00

On March 29, 2021 the CEOs were asked to provide the following information in order to confirm if payment could be achieved by the April 9th deadline:

- Confirm if the locality will pay an equal distribution of the disallowed costs of \$3,158.00;
- Confirm if the locality will pay the estimated prorated percentage of the disallowed costs, as noted in the table above;
- Confirm if the locality is willing to pay EITHER the equal distribution or prorated amount of the disallowed costs;
- Confirm if the locality will not pay any portion of the disallowed cost.

Please provide a written response from your respective locality by April 7, 2021 on your progress and/or determination. As stated above, the state had directed payment be made in full by April 9, 2021.

Payment information:

Payment information:

Please Remit Payment to:
 Crater Regional Workforce Development Board
 22 West Washington Street
 Petersburg, VA 23803

Crater Regional Workforce Development Board

22 W. Washington St.
Petersburg, VA 23803
Mainline: 804-862-6155
Office: 804.835.5100

Sophenia Pierce, Executive Director

Chief Elected Officials Consortium

Hon. Jasmine Council Member-City of Hopewell, CEO Chair
Hon. Eric Fly, Board Member-Sussex County, CEO Vice-Chair
Hon. Gregory Kochuba- Mayor-City of Colonial Heights
Hon. Dr. Carolyn Carey, Mayor- City of Emporia
Hon. Samuel Parham, Mayor-City of Petersburg
Hon. Brenda Ebron-Bonner, Chair-Dinwiddie County
Hon. James Brown, Chair-Greensville County
Hon. Floyd Brown, Chair-Prince George
Judy Lyttle, Board Member-Surry County

Many have requested what steps have occurred to address the issue beyond repayment. Please be advised:

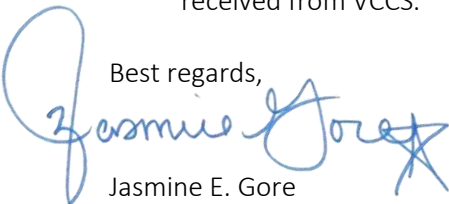
- The CEOs approved initiating a 90-Day Performance Improvement Plan (PIP) for the Executive Director, Operations Director and Administrative Assistant for the Crater Region. A Planning Team consisting of CEOs and Workforce Board representatives will develop PIPs and review performance
- The Finance Director has separated from the organization and an Interim Finance Director from VML/VACO began 4/1/2021
- The CEOs approved distributing a Request for Proposals (RFP) for consolidation and/or full operations of the Crater Region Offices
- The Executive Director has met with three (3) neighboring Workforce Region finance teams to review best practices and receive an assessment of the Crater Regions financial operations
- VCCS has held several meetings with their Finance Team to assist the Crater Region address immediate errors with finances, policies and procedures

As Chair, I have attempted to address the concern related to performance of Workforce Board contracted service providers.

- Tasked CRWDB Staff with gathering all Crater Region Policies for internal audit with the assistance of neighboring Workforce Boards;
- Requested organizational chart, workflows and policies from neighborhoods Workforce Boards for the draft PIPs and RFP;
- Requested Crater Region service providers (Youth, Adult and Dislocated Worker) provide performance metrics and upcoming local outreach plans for review and approval from CEOs. Information provided to CEOs to begin process of adjusting how prior year performance was tracked and increase expectations of service delivery;
- Requested Strategic Plan consultants partner with CEOs and Workforce Board to develop an engagement/marketing plan and implementation schedule for the newly adopted Regional Strategic Plan; to include separate meetings with CEOs to provide additional input and incorporate deliverables into the plan;
- Provided CEOs with financial audits and Annual VCCS Compliance Reports dating back to FY15-16; supplied the 2019 Forensic Audit to ensure CEOs had opportunity to gain full situational awareness; and
- Requested Workforce Board and CEO training with VCCS.

Please do not hesitate to contact me should you have any additional questions. Please be advised that the CEOs have a few new questions submitted for answering. The answers will be provided to the CEOs once a response is received from VCCS.

Best regards,



Jasmine E. Gore
CEO Chair

cc: Sophenia H. Pierce, Executive Director
Amanda Wilson, CRWDB Chair
Chief Elected Officials

Greetings everyone,

I hope that this email finds you well. Understanding that everyone has questions from their locality pertaining to the disallowed costs, please be advised that we need to organize how we will continue to go about resolving questions/concerns. At this time several email threads have been created from various CLEOs and outside partners requesting information and answers to questions. Many of the questions overlap and/or the same. It would be helpful if all questions were posted in one thread so that we all receive the same information and avoid duplicate submissions. If a question matches your need, but you need additional, clarification/data please simply share that so we may adjust accordingly. Here is a recap:

Timeline:

FORENSIC AUDIT:

VCCS directed the CRWDB to conduct a forensic audit in 2019. The forensic audit included findings/conclusions about several “questionable” transactions. Refer to page 28; Appendix 10

IN A NUTSHELL: CRWDB Adult/Dislocated Worker Contact Provider was Moving Forward. Moving Forward sub-contracted services with E. Pendelton (approved provider). E. Pendelton then used Cherry Creek (“doing business as”) to provide training and Cherry Creek was not an approved state eligible provider. Forensic audit noted: Staff received invoice of services from Cherry Creek. Staff requested additional documentation to vet invoiced services. Staff approved services. Staff generated W-9 for Cherry Creek. Staff issued payment.

CITY OF PETERSBURG LETTER:

The City of Petersburg submitted a letter dated April 23, 2020 to VCCS, directed to George Tartsas, in response to the forensic analysis. In particular, the letter included feedback about three key findings: Moving Forward Agency, Mainstreet and Cherry Creek. Letter referred two issues: Moving Forward and Cherry Creek to Commonwealth Attorney for review.

STATE ANNUAL PROGRAM COMPLIANCE AUDIT:

VCCS conducted the CRWDB’s annual program audit. The audit included findings related to Cherry Creek, noted from the forensic audit. VCCS stated that federal WIOA funds spent during FY16/17 possibly resulted in a disallowed cost. VCCS provided a Correction Action Plan (CAP) to CRWDB staff to solicit corrective action, documentation, and responses to finding. The CAP was provided to CRWDB May 20, 2020. CAP requested documentation to verify curriculum training/what was used and certifications that were issued. Staff was provided opportunity to submit any other documentation to provide evidence that Cherry Creek was not a disallowed cost. The CAP stated that, “The local workforce development board Executive Director was to submit the completed “CAP” form to the VCCS Monitoring Team for approval within 30 business days, including documentation of any completed actions within the 30 business days and a timeline for any remaining items. Expected completion of all corrective actions shall not exceed 90 business days from date of final report.” (Roughly the 4th Week of Sept. 2020 deadline)

CAP RESPONSE

VCCS conducted review of CRWDB's CAP responses. A determination was made that the WIOA funding expensed to Cherry Creek was a disallowed cost on December 10, 2020. The local workforce board must determine the program year funds affected and provide the repayment within 90-business days. (Roughly March 15, 2021 deadline) See email below:

Per Tom in an email sent last week---What remains outstanding includes:

- 1) a letter from you confirming that your LWDA has received \$28,420 from the various local entities which will be used to cover that amount of LWDA expenses this fiscal year, since you cannot have those costs covered with WIOA funds;
- 2) indicate on the upcoming LWDA request for reimbursement that the amount being requested is actually \$28,420 less than the amount that is needed to cover this month's costs, and ensure that Jerry captures this notation and includes it as part of his accounting records, as it will constitute evidence for any subsequent fiscal monitoring review;
- 3) confirm that the above actions will be completed by the due date of March 15, 2021. If that timeline is not able to be met, I recommend sending Mr. Taratsas a formal letter requesting an extension, and please specify in the request the calendar date when you believe the tasks above will be finalized. Also, please copy Vicki Tanner and myself on the extension request letter, as well as both your Workforce Board Chair Amanda Wilson and CEO Mayor Gore. That way everyone stays in the communication loop.

CLEO MEETING – JAN:

The January CLEO meeting included a discussion on Cherry Creek disallowed costs. Meeting began, but did not maintain quorum. Subsequent phone calls to each CEO was conducted to begin scheduling Special Meetings in Feb to discuss topic.

CAP UPDATED:

The State issued a final updated CAP response, February 22, 2020. The Cherry Creek disallowed costs is the only remaining finding that has not been resolved.

CAP DEADLINE:

CEOs met several times in Feb. Vote taken on March 12, 2021 to request extension from the state to commitment from localities for repayment.

QUESTIONS:

1. **Why do localities have to pay if staff made mistake?** Staff was charged with ensuring WIOA guidelines were followed and staff works for the CRWDB. The CRWDB is under the Locality Consortium. According to the Board Attorney the Consortium Agreement, Grant Recipient Agreement and Board Agreement place the responsibility to repay funds on the localities.
2. **Where is the responsibility of the localities over the CRWDB stated?** Refer to the 1999 Consortium Agreement (agreement in place at time of Cherry Creek transaction). Refer to the current Consortium Agreement (questions exist related to term of "misuse" as it pertains to disallowed costs; see question below).
3. **Does a disallowed costs equal misuse?** The term "misuse" is not defined in the agreement; therefore, "universal" legal definitions of misuse would be referred to.
4. **Why does the responsibility not fall on the Grant Recipient?** Refer to the Grant Agreement pages 1 and 10. Per the Board Attorney, the first page addresses that the responsibility is not just the grant recipient. Essentially, the Consortium is the "Governing Body", who the grant recipient acts on behalf of.
5. **Can we change Fiscal Agents and Grant Recipients?** Yes, the determination is made by the CEOs. If a decision is made to change fiscal/grant designee, the recommendation is to do it starting July 1st.
6. **Can we ask the Federal Government and/or State to reduce our annual appropriation to "make up" for the disallowed costs? (Can the money be subtracted from next year's**

allocation). Per Tom, from VCCS, unfortunately the answer is NO. WIOA funds cannot be used to off-set the disallowance.

- 7. The Grant Receipt Agreement mentions reductions of funds for disallowed cost, can we do that?** Refer to the answer for #5. On page 10- #9 Disallowed Cost of the Grant Recipient Agreement states: In appropriate cases, as determined by the VCCS, the VCCS shall petition the US Secretary of Labor to; 1) forgive those costs, if possible; if not 2) accept repayment of those costs in other than cash reimbursements.
- 8. Was Cherry Creek an approved State Provider?** The issue is that Moving Forward sub-contracted with E. Pendleton for services. E. Pendleton decided to use Cherry Creek under “doing business as” to conduct training. Unfortunately, E. Pendleton is an approved state training provider, and Cherry Creek is/was not. The State researched this and they are not approved. Staff researched this and cannot find any proof of approval. In a nutshell: There is no indication and/or documentation supporting the relationship with Cherry Creek and E. Pendleton Construction- who was the approved provider. If there is a legal/court documentation citing the relationship for “doing business as” then the claims would be resolved. No evidence has been produced.
- 9. Can we get a copy of a document stating that localities are responsible for disallowed costs?** Refer to the Grant Recipient Agreement, forwarded by Mrs. Pierce on 3/17.
- 10. I would like to know the actual state and/or federal regulation that spells out that localities are required to make repayments of disallowed costs?** Refer to the responses in #2, #4, #7 and #9. Additional research is being done to determine where “disallowed costs” is referenced in the WIOA Act.
- 11. Does the office maintain records of the number of individuals that use services (over the course of several years)?** Yes, Reference chart below for a 2-year recap:

Crater Regional Workforce Development Board Local Services Data

The charts below represent the numbers of participants served by programs in each of the nine localities in the Crater Region and gives the total for the region. These programs are provided by the Workforce Innovation and Opportunity Act (WIOA) Title I funds.

Program Year July 1, 2020-June 30, 2021 (Reflects the period of July 1, 2020 to February 28, 2021)			
Localities	Numbers Served		Totals
	Adult/DW	Youth	Adult/DW/Youth
Colonial Heights	10	8	18
Dinwiddie	3	7	10
Greensville	17	10	27
Hopewell	26	6	32
Petersburg	66	11	77
Prince George	15	7	22
Surry	1	7	8
Sussex	5	6	11
Emporia	14	13	27
Other Areas	76	0	76
TOTAL	233	75	308

Program Year July 1, 2019-June 30, 2020			
Localities	Numbers Served		Totals
	Adult/DW	Youth	Adult/DW/Youth
Colonial Heights	7	0	7
Dinwiddie	3	4	7
Greensville	16	11	27
Hopewell	13	5	18
Petersburg	41	20	61
Prince George	9	3	12
Surry	1	7	8
Sussex	2	0	2
Emporia	10	20	30
Other Areas	19	0	19
TOTAL	121	70	191

12. Can we receive the contact for the Federal Gov; Department of Labor? Mrs. Pierce forwarded question to Tom, VCCS, and waiting a reply. Per Thomas Sheeran on March 18, 2021, he relayed the following message from George Taratsas, “the decision for Cherry Creek rest with the state, to make a final determination. Communicating with DOL is inadvisable as it could raise a red flag and cause additional monitoring to take place.” “He said that if anyone has additional questions or concerns, please call him directly.”

13. Can we find out from the state what federal agency providers CRWDB Funding? Information provided by Mrs. Pierce 3/16; US. Department of Labor.

14. What federal funds were received and distributed to Cherry Creek? WIOA Federal Funds, specifically “Adult Program”.

15. What are the individual locality allotments? See chart before PY20:

<u>LWDA</u>	<u>FIPS</u>	<u>NAME</u>	<u>Adult</u>	<u>Youth</u>	<u>Dislocated Worker</u>	<u>Total Allocation</u>
15		Crater Area	\$447,967	\$430,252	\$363,663	\$1,241,882
15	053	DINWIDDIE CO.	\$11,729	\$12,116	\$55,769	\$79,614
15	081	GREENSVILLE CO.	\$19,682	\$5,039	\$21,546	\$46,266
15	149	PRINCE GEORGE CO.	\$73,496	\$74,152	\$40,526	\$188,174
15	181	SURRY CO.	\$2,266	\$2,466	\$9,472	\$14,204
15	183	SUSSEX CO.	\$22,596	\$6,692	\$20,527	\$49,815
15	570	COLONIAL HEIGHTS CITY	\$4,931	\$2,037	\$28,253	\$35,222
15	595	EMPORIA CITY	\$12,170	\$10,946	\$12,673	\$35,790
15	670	HOPEWELL CITY	\$9,708	\$8,792	\$36,624	\$55,123
15	730	PETERSBURG CITY	\$291,389	\$308,012	\$138,273	\$737,675

16. What happens if we disband? The CEOs will need to confirm what happens with the federal WIOA funds and meet with the State to review the ramification/results of that decision. In addition, State would need to advise as to if, localities can take their allocation or if the entire regional funds would, appropriated in a different matter. Localities will need to honor contract agreement for terms for pulling out of consortium.

17. **Is the state allocation of federal funds to a regional workforce develop board; 1) by service 2) locality? Can we be sent a breakdown prepared by the state?** See #15 for the state allotment. The Consortium is set up so that services provided are shared across the region. Meaning, we all have equal access to resources. However, specific performance benchmarks are established for the contract service providers (youth, adult and dislocated worker). The benchmarks are set based on performance and negotiated contracts. Recommended benchmark numbers are provided by staff, and negotiated in the contract under the advisement of the Workforce Board.
18. **“Misuse of Funds. When the CRWDB receives WIOA funds, the Commonwealth also provides an allocation (the “Allocation”) stating the percentage of such funds that are attributable to services provided to each Locality. As required under WIOA, each Locality shall be responsible, on a pro rata basis in accordance with the Allocation, for any misuse of funds received by the CRWDB under WIOA. Designation of a Locality or other entity as local grant recipient or fiscal agent does not relieve any other Locality from liability for any misuse of WIOA funds.” – Should be equally shared by the localities or is there a percentage of the repayment that should be made by each locality based on a state “allocation” formula?** The determination on how repayment is allocated is made by the Consortium members. At this time the recommendation has been made to spread the cost equally across all 9 localities. That amount is \$3,158.00
19. **What happens if one locality does not want to pay?** The Consortium members will have to determine how to proceed. Per the current interpretation of the agreements, all members are required to pay. However, the amount again – is determine by the Consortium as a body. A recommendation has been provided to help mitigate disputes between localities by suggesting equal payment.
20. **If repayment is done by “percentage”, would that mean 1) percent of people served by the services determined to be disallowed costs? 2) percent of money received for the Region? 3) percent of total services rendered over the course of years?** 1) The services were provided to Riverside Regional Jail. The regional jail is managed by several localities under the Consortium Agreement; however, determination could not be made about where the individuals that received services resided. Hence, this was not a recommendation presented to the CEOs. 2) The 28k could be calculated based on the percent of total funds each locality gets. That amount paid could be a percentage of the 28k due. 3) The 28k could be calculated based on the percent of total number of participants that received services. The Consortium would determine if the participant number is the total of all three service lines or another calculation such as the Adult/DLW program to correlate with the fund that has the disallowed cost. That amount paid could be a percentage of the 28 due. The Consortium, as a body, would determine if they would like to use equal allocation of the 28k or a different method per the MOU agreement. Below is an estimate if done by locality allocation:

LWDA	FIPS	NAME	Adult	Youth	Dislocated Worker	Total Allocation		Disallowed Cost: \$28,420	Percent Pay of Disallowed Cost
15		Crater Area	\$447,967	\$430,252	\$363,663	\$1,241,882	Percent		
15	053	DINWIDDIE CO.	\$11,729	\$12,116	\$55,769	\$79,614	6.4107263	\$ 1,818.88	\$ 1,821.72
15	081	GREENSVILLE CO.	\$19,682	\$5,039	\$21,546	\$46,266	3.72550157	\$ 1,051.54	\$ 1,058.65
15	149	PRINCE GEORGE CO.	\$73,496	\$74,152	\$40,526	\$188,174	15.1523323	\$ 4,291.42	\$ 4,306.20
15	181	SURRY CO.	\$2,266	\$2,466	\$9,472	\$14,204	1.14372035	\$ 312.62	\$ 324.84
15	183	SUSSEX CO.	\$22,596	\$6,692	\$20,527	\$49,815	4.0112568	\$ 1,136.80	\$ 1,139.93
15	570	COLONIAL HEIGHTS CITY	\$4,931	\$2,037	\$28,253	\$35,222	2.83616909	\$ 795.76	\$ 805.99
15	595	EMPORIA CITY	\$12,170	\$10,946	\$12,673	\$35,790	2.88187628	\$ 795.76	\$ 818.78
15	670	HOPEWELL CITY	\$9,708	\$8,792	\$36,624	\$55,123	4.43868099	\$ 1,250.48	\$ 1,261.28
15	730	PETERSBURG CITY	\$291,389	\$308,012	\$138,273	\$737,675	59.3997363	\$ 16,853.06	\$ 16,881.20

21. **Can we get a copy of the agreement that says the localities are required to payback disallowed costs?** Refer to the CEO Consortium Agreements (1999; current) per Board Attorney opinion. Refer to the State PY19 CAP. Waiting to see if state will provide an additional written document, may not occur because the CAP serves as the determination.
22. **What happens if we refuse to pay and want to leave the region?** Two localities have agreed to pay if all others pay, assuming that nothing changes based on Q&A. The CEOs will need to decide how to handle this situation.
23. **Where do we send payment to? Will we receive an invoice?**
 Crater Regional Workforce Development Board
 22 West Washington Street
 Petersburg, VA 23803
 An invoice will be provided to each locality.
24. **Can we take Moving Forward and Cherry Creek to court?** Yes; however, the Board Attorney advised the CEOs to evaluate the costs for court and weight it against repayment.

BOARD ACTION FORM

Agenda Item: Action Item #6.04

Subject: Department of Social Services Structure

Board Meeting Date: April 15 2021

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Summary: After extensive discussions with Virginia Department of Social Services (Eastern Region) representatives, staff recommends that the Board of Supervisors consider changing the DSS board structure from an administrative board to an advisory board. A DSS representative will be available by Zoom at the board meeting to answer any questions, and several attachments are provided for your review.

Recommendation: That the Board of Supervisors change the Department of Social Services Board Structure from an Administrative Board to an Advisory Board.

Attachments: None

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REQUESTED ACTION: That the Board of Supervisors change the Department of Social Services Board Structure from an Administrative Board to an Advisory Board.

MOTION BY: _____ **SECONDED BY:** _____

<u>Member</u>	<u>Aye</u>	<u>Nay</u>	<u>Member</u>	<u>Aye</u>	<u>Nay</u>
Fly	___	___	W. Jones	___	___
Johnson	___	___	Seward	___	___
D. Jones	___	___	Tyler	___	___
		White	___	___	(Tie Breaker)

BOARD ACTION FORM

Agenda Item: Unfinished Business #8.01

Subject: Elderly/Disabled Real Property Tax Ordinance – Deste Cox

Board Meeting Date: April 15 2021

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Summary: This item is added for the Board to consider whether they will move forward with the Public Hearing. A public hearing was scheduled back in December 2020 to consider the potential tax relief program for elderly and disabled persons. However, the public hearing was postponed to allow the public to make in person comments regarding this Ordinance.

Attachment: Draft Ordinance to Adopt a Tax Relief Program for Elderly & Disabled Persons

Recommendation: None

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REQUESTED ACTION: None

MOTION BY: _____ **SECONDED BY:** _____

<u>Member</u>	<u>Aye</u>	<u>Nay</u>	<u>Member</u>	<u>Aye</u>	<u>Nay</u>
Fly	___	___	W. Jones	___	___
Johnson	___	___	Seward	___	___
D. Jones	___	___	Tyler	___	___
			White (Tie Breaker)	___	___

**AN ORDINANCE
OF THE BOARD OF SUPERVISORS OF SUSSEX COUNTY, VIRGINIA
TO ADOPT A REAL PROPERTY TAX RELIEF PROGRAM FOR ELDERLY AND
DISABLED PERSONS**

WHEREAS, Section 58.1-3210, *et seq.*, of the *Code of Virginia* authorizes local governing bodies, such as the Sussex County Board of Supervisors, to exempt from taxation real estate and manufactured homes owned by qualifying elderly and permanently and totally disabled persons; and

WHEREAS, such ordinance may provide for an exemption from a certain portion of real property taxes for individuals the age of 65 or over, or individuals who are permanently and totally disabled; and

WHEREAS, the Sussex County Board of Supervisors finds that it is in the best interest of the county residents to adopt such ordinance that provides for an exemption from taxation for qualified elderly and permanently and totally disabled County residents; and

NOW, THEREFORE, BE IT RESOLVED, that the Code of the Sussex County, Virginia, is hereby amended as follows:

**CHAPTER ____
REAL PROPERTY EXEMPTION FOR ELDERLY AND PERMANENTLY AND
TOTALLY DISABLED PERSONS**

Sec. ____ Purpose of chapter.

The purpose of this chapter is to provide for the exemption of payment of taxes for real estate and manufactured homes in accordance with the Code of Virginia, §§ 58.1-3210—58.1-3218, for those elderly and permanently and totally disabled county residents who qualify under the provisions of this chapter.

Sec. ____ Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

“Affidavit” means the real estate tax exemption affidavit.

“Dwelling” means the fulltime residence of the person or persons claiming exemption.

“Bona fide caregiver” means a person who provides direct care (as for children, elderly people, or chronically ill) in good faith without fraud or deceit.

“Exemption” means 100% exemption from taxes for real estate and manufactured homes pursuant to the provisions of this chapter.

“Income” means income from whatever source derived, including, but not limited to, Social Security payments, inheritance, gifts, gains from the sale or exchange of assets, proceeds of insurance, welfare receipts and benefits received from various pension plans.

“Manufactured home” shall mean that which is defined in Code of Virginia, § 36-85.3.

“Net combined financial worth” means the fair market value of assets, tangible or intangible, legal or equitable, of the owner or owners, and the spouse of any owner, but excluding the value of the dwelling and the land, as provided in section 16-55(3).

“Permanently and totally disabled” means unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment or deformity which can be expected to result in death or can be expected to last for the duration of such person's life.

“Tax” means the annual real estate and manufactured home tax, however assessed, of the county.

“Taxable year” means the calendar year, from January 1 until December 31, for which exemption is claimed.

“Taxpayer” means a person who owns and occupies, as his sole dwelling, property subject to the tax of the county.

Sec. ___ Authorized; general prerequisites to grant.

(a) A tax exemption is authorized for such real estate that is owned and occupied as the sole dwelling of such taxpayers who are not less than 65 years of age, or who are permanently and totally disabled, and who are eligible under the provisions of this chapter. A dwelling jointly held by spouses may qualify if either spouse is 65 or over or is permanently and totally disabled.

(b) Exemption is authorized only if:

(1) The total combined gross income during the immediately preceding calendar year from all sources of the owners of the dwelling living thereon and of the owners' relatives and non-relatives living in the dwelling, excluding bona fide caregivers of the owners and bona fide tenants, does not exceed **\$25,000.00** provided that the first **\$5,000** of the income of each relative, other than a spouse, of the owner who is living in the dwelling shall not be included in such total; and

(2) The gross combined financial worth, including equitable interests, as of December 31 of the immediately preceding calendar year of the owner and of the spouse of any owner, excluding the value of the dwelling and the land, not exceeding ONE ACRE upon which it is situated, does not exceed \$100,000.00.

Sec. ___ Applies to residential property only.

It is the express purpose of this chapter to confine the exemption to residential property exclusively used as such by the owners thereof. No income bearing residential property or combination of business and residential property shall be entitled to the exemption.

Sec. ___ Taxpayer's affidavit and certificate of disability.

(a) For a taxpayer to qualify for exemption, he must file annually, after January 1 but not later than April 1, with the commissioner of the revenue on forms provided by the commissioner of the revenue an affidavit under oath setting forth:

(1) The names of the related persons occupying such real estate; and

(2) That the total combined net worth including equitable interests and the combined income from all sources, of the persons specified above, does not exceed the limits prescribed in this ordinance.

(b) If a taxpayer is under 65 years of age such affidavit shall have attached thereto a certification by the Veterans Administration or the Railroad Retirement Board, or if the taxpayer is not eligible for certification by any of these agencies, a sworn affidavit by two medical doctors licensed to practice medicine in the state, to the effect that the taxpayer is permanently and totally disabled, as defined in *Virginia Code Section 58.1-3217*. The affidavit of at least one of such doctors shall be based upon a physical examination of the taxpayer by such doctor. The affidavit of one of the doctors may be based on information contained in the records of the civil service commission which is relevant to the standards for determining permanent and total disability as so defined.

Sec. ___ Commissioner of the revenue may request production of documents and make inquiries of taxpayer.

In administering this chapter, the commissioner of the revenue may request, if needed, certified tax returns or other documents of the taxpayer necessary to establish the income or financial worth of the taxpayer. The commissioner may make reasonably necessary inquiries of the taxpayer, requiring answers under oath, to determine qualifications specified in this chapter, including qualification as permanently and totally disabled.

If it is determined that the person is qualified for the exemption, the commissioner shall notify the person in writing of the amount of the exemption. If it is determined that the person is not eligible for the exemption, the commissioner shall notify the person in writing of the fact the exemption has been denied.

An individual who does not qualify for the exemption or deferral under this article based upon the previous year's income limitations and financial worth limitations, may nonetheless qualify for the current year by filing an affidavit that clearly shows a substantial change of circumstances, that was not volitional on the part of the individual to become eligible for the exemption or deferral, and will result in income and financial worth levels that are within the limitations of the ordinance.

Sec. ___ Effect of applicant's residency in hospital, nursing home or similar facility.

The fact that persons who are otherwise qualified for exemption pursuant to this chapter are residing in hospitals, nursing homes, convalescent homes or other facilities for physical or mental care for extended periods of time shall not be construed to mean that the property for which tax exemption is sought does not continue to be the sole dwelling of such persons during such extended periods of other residence, so long as such property is not used by or leased to others for consideration.

Sec. ___ Nullification upon change in status.

Changes in respect to income, financial worth, ownership of property or other factors occurring during the taxable year for which the affidavit is filed and having the effect of exceeding or violating the limitations and conditions provided herein shall nullify any exemption for the then current taxable year and the taxable year immediately following.

A change in ownership to a spouse less than 65 years of age and not totally and permanently disabled which resulted solely from the death of the qualified spouse shall result in a prorated exemption for the then current taxable year.

Sec. ___ Effective Date. The provision of this chapter shall apply commencing with the 2022 tax year.

Adopted by the Sussex Board of Supervisors on a motion by Supervisor _____ and seconded by Supervisor _____ and a vote of _____, at their regularly scheduled meeting on the _____ day of _____, 2020.

ATTEST:

Shilton Ricks Butts, Clerk of the Board

Approved as to form:

County Attorney

BOARD ACTION FORM

Agenda Item: New Business #9.01

Subject: Presentation of FY22 Operating Budget

Board Meeting Date: April 15 2021

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Summary: County Administrator Douglas will provide an overview of the budget.

Attachment:

Recommendation: None

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REQUESTED ACTION: None

MOTION BY: _____ **SECONDED BY:** _____

<u>Member</u>	<u>Aye</u>	<u>Nay</u>	<u>Member</u>	<u>Aye</u>	<u>Nay</u>
Fly	___	___	W. Jones	___	___
Johnson	___	___	Seward	___	___
D. Jones	___	___	Tyler	___	___
			White (Tie Breaker)	___	___