



Sussex County Board of Supervisors Meeting
Thursday, August 18, 2016 - 7pm
General District Courtroom - Sussex Judicial Center
15098 Courthouse Road, Sussex VA 23884

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1. Commencement

- 1.01 Call to Order/Determine Quorum
- 1.02 The Invocation
- 1.03 The Pledge of Allegiance
- 1.04 Agenda Amendments (s)
- 1.05 Approval of Regular Agenda

2. Approval of Consent Agenda

- 2.01 Minutes of July 21, 2016 Meetings
- 2.02 Approval of Warrants and Vouchers
- 2.03 Budget Appropriations, \$14,510.76, General Registrar
- 2.04 Acceptance and Appropriation of Department of Criminal Justice Services
Victim Witness Grant #17-T9574VG15, \$78,025.00
- 2.05 Recognition of September as Hunger Action Month
- 2.06 Recognition of September as National Suicide Awareness Month
- 2.07 Recognition of September as National Disaster Preparedness Month

3. Recognitions/Awards

- 3.01 Recognition of Award to Stony Creek Volunteer Rescue Squad

4. Public Hearing - none

5. Appointments

- 5.01 Appointment to Industrial Development Authority Board of Directors

6. Action Items

- 6.01 Presentation and Acceptance of Department of Forestry Funds
- 6.02 Martha Dodd-Slippy, Crater Regional Workforce Development Board Update
- 6.03 General District Court Requests
- 6.04 Emergency Operations Plan Update
- 6.05 Results of RFP #2016-02, General Reassessment Services
- 6.06 Results of RFP #2016-03, Emergency Medical Services
- 6.07 Purchase of Self Contained Breathing Apparatus Request
- 6.08 Radio System Update/Contingency Data
- 6.09 Lottery for Localities
- 6.10 Request to Transfer Housing Office Responsibilities to State of Virginia
- 6.11 Building at Animal Shelter

7. Reports of Departments

- 7.01 Public Safety Coordinator's/Animal Services Report
- 7.02 Housing Programs
- 7.03 County Administration Updates
- 7.04 Treasurer's Report, Presentation by Onnie L. Woodruff
- 7.05 Atlantic Waste Disposal, Jason Williams, Senior District Manager
- 7.06 Board Report – NACo Annual Conference

8. Citizens' Comments (9pm) 2 Minutes

9. Unfinished Business

- 9.01 Comprehensive Plan Amendment #2016-01
- 9.02 Meals Tax Discussion
- 9.03 Planning Commission Membership
- 9.04 VHDA Memorandum of Understanding

10. New Business - none

11. Board Members Comments

- 11.01 Blackwater District
- 11.02 Courthouse District
- 11.03 Henry District
- 11.04 Stony Creek District
- 11.05 Wakefield District
- 11.06 Waverly District

12. Closed Session

- 12.01 Convene into Closed Session
- 12.02 Reconvene to Open Session
- 12.03 Certification
- 12.04 Action(s) Resulting from Closed Session

13. Adjournment

- 13.01 Recess/Adjournment
- 13.02 Next Regular Meeting: Thursday, September 15, 2016

**At a Regular Meeting of the Sussex County Board of Supervisors
Held in the General District Courtroom on
Thursday, July 21, 2016 at 7 pm**

BOARD MEMBERS PRESENT

Keith C. Blowe
C. Eric Fly, Sr.
Alfred G. Futrell
Susan B. Seward

BOARD MEMBERS ABSENT

John A. Stringfield
Rufus E. Tyler, Sr.

STAFF PRESENT:

Deborah A. Davis, County Administrator
Vandy V. Jones, III, Deputy County Administrator
Mark Flynn, County Attorney
Marycarol White, Financial Consultant
Raymond R. Bell, Sheriff
Ellen G. Boone, Commissioner of the Revenue
Shilton R. Butts, Assistant to the County Administrator/Deputy Clerk to the Board
Deste J. Cox, Deputy Treasurer
Brenda H. Drew, Housing Coordinator
Chequila H. Fields, Director of Social Services
Ernest Giles, Captain
Andre M. Greene, Director of Community Development
Lyndia P. Ramsey, Commonwealth's Attorney
Lorenzo D. Turner, Assistant to the Director of Community Development
Matthew Venable, Director of Environmental Inspections
Eddie T. Vick, Public Safety Coordinator
Onnie L. Woodruff, Treasurer
Monica J. Whitney, Permits Technician

1. Commencement

1.01 Call to Order/Determine Quorum

The July 21, 2016 meeting of the Sussex County Board of Supervisors was called to order by Chairman Blowe.

1.02 The Invocation

The Invocation was offered by Vice Chair Seward.

1.03 The Pledge of Allegiance

The Pledge of Allegiance was recited by all.

1.04 Agenda Amendments

Under Item 10. New Business, item 10.3 Reconsideration of Tax Rate Ordinance, change title from “Reconsideration of Tax Rate Ordinance” to “Amend Tax Rate Ordinance”.

1.05 Approval of Regular Agenda

ON MOTION OF SUPERVISOR SEWARD, seconded by SUPERVISOR FLY and carried: RESOLVED that the Sussex County Board of Supervisors hereby approves the July 21, 2016 regular agenda, inclusive of Under Item 10. New Business, item 10.3 Reconsideration of Tax Rate Ordinance, changing title from “Reconsideration of Tax Rate Ordinance” to “Amend Tax Rate Ordinance”.

Voting aye: Supervisors Blowe, Fly, Futrell, Seward

Voting nay: none

Absent: Supervisors Stringfield, Tyler

2. Approval of Consent Agenda

County Administrator Davis requested that the minutes of the June 27, 2016 meeting be amended to reflect the reduction of the funding in the amount of \$1,049.00 in the budget for the Aide to Localities.

ON MOTION OF SUPERVISOR FLY, seconded by SUPERVISOR SEWARD and carried: RESOLVED that the Sussex County Board of Supervisors hereby approves the consent agenda inclusive of the following: (a) Minutes of June 16, (inclusive of the amendment to reflect the reduction of the funding in the amount of \$1,049.00 in the budget for the Aide to Localities) and June 27, 2016 meetings; (b) Approval of Warrants and Vouchers; and (c) Approval of Restoration of Funds, Sheriff’s Department - \$350.00; (d) Approval of Restoration of Funds, Sheriff’s Department - \$3,191.15; (e) Approval of Restoration of Funds, Sheriff’s Department - \$2,975.70; (f) Accept and Appropriate Department of Criminal Justice Grant Funds for School Resource Officer Grant Program - \$32,595.00 State Funds, \$17,405.00 Local.

Voting aye: Supervisors Blowe, Fly, Futrell, Seward

Voting nay: none

Absent: Supervisors Stringfield, Tyler

3. Recognitions/Awards

3.01 Introduction of Sussex County 4-H Agent, James Mason, Jr.

County Administrator Davis introduced Mr. James Mason, the new Associate Extension Agent for 4-H Youth Development.

Mr. Mason gave a brief report on his background and education. A copy of his resume is included in the Board packet.

4. Public Hearings

4.01 Conditional Use Permit Application #2015-02, Verizon Wireless, applicant

Mr. Lorenzo D. Turner, Assistant to the Director of Community Development, provided the staff report for Conditional Use Permit Application #2015-02, Verizon Wireless, applicant.

Mr. Lorenzo Turner, Assistant to the Director of Community Development, reported that the applicant, Verizon Wireless, seeks a conditional use permit to construct and operate a new 199' monopole communication tower and related accessory improvements on a portion of tax map number 12-A-7 (consisting of 314.05 acres). The property in question (owned by Dr. Dale L. Cupp), is zoned A-1, General Agricultural District. The site in question is located at 22245 Cabin Point Road in the Blackwater Election District.

Verizon withdrew their request back in November of 2015 prior to the Board of Supervisors' public hearing. However, the applicant is now ready to proceed with the project and has requested that their application be rescheduled for public hearing (see attached).

RECOMMENDATION – Approval

The Planning Commission held a public hearing on October 5, 2015 to consider this request and voted unanimously (12 - 0) to forward the request to the Board of Supervisors with a recommendation for approval subject to several conditions.

The staff report and supporting documents for the Board's review and consideration are included in Board packet.

To date, no opposition or concerns have been received from the public.

Public Comments

Comments were heard from:

- Lorie Schweller (Verizon Wireless)
- Jeff Holland (Zoning Control – Verizon Wireless)

Board Comments – none

4.02 Conditional Use Permit Application #2016-02, Christopher A. Harrison, applicant

Mr. Lorenzo D. Turner, Assistant to the Director of Community Development, provided the staff report for Conditional Use Permit Application #2016-02, Christopher Harrison, applicant.

The applicant, Christopher A. Harrison, seeks a conditional use permit to operate a commercial kennel (dog boarding facility) on tax map number 138-A-17 consisting of 1.90 acres. The parcel in question is zoned A-1, General Agricultural District which allows the proposed use with a conditional use permit. The address of the subject property is 12337 Bell Road, Jarratt, VA 23867. The site in question is located on the north line of Route 644 approximately 580 feet east of the intersection of Route 644 (Bell Road) and Route 645 (Owen Road) in the Henry Election District.

RECOMMENDATION – Approval

The Planning Commission held a public hearing on June 6, 2016 to consider this request and voted unanimously (10 – 0) to forward the request to the Board of Supervisors with a recommendation for approval subject to several conditions.

Due to several concerns from a Board member, the conditions have been amended as follows:

1. The applicant shall obtain a conditional use permit each year
2. The new permit shall not be transferable or assignable.
3. All outstanding issues noted by the Animal Control Office shall be completed prior to operation.
4. The conditional use permit is for a dog boarding facility. Any other use other than a dog boarding facility is not allowed and requires approval from the Board of Supervisors.
5. The applicant shall adhere to all local and state regulations regarding the dog boarding facility.
6. No more than twenty (20) dogs shall be kept at the dog boarding facility at any given time.

To date, no opposition or concerns have been received from the public.

The staff report and supporting documents are included in the Board packet for the Board's review.

Public Comments

Comments were heard from Christopher Harrison, applicant

Board Comments

Comments were heard from Supervisors Seward and Futrell.

4.03 Comprehensive Plan Amendment #2016-01, Revisions to Chapter IX (Land Use Development) and Chapter X (Plan for the Future and Countywide Plan)

Ms. Monica J. Whitney, Permits Technician, provided the staff report for the Comprehensive Plan Amendment #2016-01, Revisions to Chapter IX (Land Use Development and Chapter X (Plan for the Future)).

BACKGROUND

Beginning the Spring of 2015, staff and the Planning Commission (with assistance from the Crater Planning District Commission) have been updating the Comprehensive Plan. Funding, intended to be used to hire a consultant to assist with the Comp Plan update, was cut from the County's budget in 2014. Due to the budgetary cut and the amount of work involved with updating a Comprehensive Plan, the Planning Commission has been revising the Comprehensive Plan in parts/sections and recommending the revisions to the Board of Supervisors for approval in accordance with Section 15.2-2228 of the Code of Virginia.

RECOMMENDATION

The Planning Commission held meetings in April and May of 2016 to discuss the proposed amendments to chapters IX and X of the Comprehensive Plan. A public hearing was held on June 6, 2016 to solicit public input. Following the public hearing, the Commission voted unanimously (10 – 0) to forward this matter to the Board of Supervisors with a recommendation that the Board: (1) accept the amendment, (2) replace Chapters IX and X accordingly, and (3) approve Comprehensive Plan Amendment #2016-01.

PUBLIC COMMENTS – none

BOARD COMMENTS

Comments were heard from Supervisors Blowe, Seward, and Futrell.

Chairman Blowe stated for the record that in the coming years, the County's budget process should be linked with the comprehensive plan along with any infrastructure projects to make sure that we are adequately funding and moving forward.

4.04 Return to Open Session

Chairman Blowe ended the Public Hearing and returned to Open Session.

4.05 Action on Public Hearing Items

ON MOTION OF SUPERVISOR SEWARD, seconded by SUPERVISOR FLY and carried: RESOLVED that the Sussex County Board of Supervisors hereby approves and accepts Conditional Use Permit Application #2015-02, Verizon Wireless, applicant, subject to several conditions.

Voting aye: Supervisors Blowe, Fly, Futrell, Seward

Voting nay: none

Absent: Supervisors Stringfield, Tyler

ON MOTION OF SUPERVISOR SEWARD, seconded by SUPERVISOR FLY and carried: RESOLVED that the Sussex County Board of Supervisors hereby approves Conditional Use Permit Application #2016-02, Christopher A. Harrison, applicant, with the additional requirements:

1. The applicant shall obtain a conditional use permit each year.
2. The new permit shall not be transferable or assignable.
3. All outstanding issues noted by the Animal Control Office shall be completed prior to operation.
4. The conditional use permit is for a dog boarding facility. Any other use other than a dog boarding facility is not allowed and requires approval from the Board of Supervisors.
5. The applicant shall adhere to all local and state regulations regarding the dog boarding facility.
6. No more than twenty (20) dogs shall be kept at the dog boarding facility at any given time.

Voting aye: Supervisors Blowe, Fly, Futrell, Seward

Voting nay: none

Absent: Supervisors Stringfield, Tyler

ON MOTION OF SUPERVISOR FLY, seconded by SUPERVISOR SEWARD and carried: RESOLVED that the Sussex County Board of Supervisors hereby table the Comprehensive Plan Amendment #2016-01, Chapter IX (Land Use and Development) and Chapter X (Plan for the Future Land Use and County-wide Goals) to the August 18, 2016 Board of Supervisors' meeting to allow the Board members time to review information.

Voting aye: Supervisors Blowe, Fly, Futrell, Seward

Voting nay: none

Absent: Supervisors Stringfield, Tyler

5. Appointments

5.01 Appointment to Building Code Appeals Board

County Administrator Davis stated that the term of Mr. Keith Cox, 35360 Shingleton Road, Waverly VA 23890 expired on June 30, 2016. Mr. Cox is eligible for reappointment; staff has communicated with Mr. Cox and he has agreed to serve again if reappointed. A copy of the current roster follows this summary sheet.

ON MOTION OF SUPERVISOR FLY, seconded by SUPERVISOR SEWARD and carried: RESOLVED that the Sussex County Board of Supervisors reappoints Mr. Keith Cox, 35360 Shingleton Road, Waverly VA 23890 to the Sussex County Building Code Appeals Board for a term of three (3) years, expiring June 30, 2019.

Voting aye: Supervisors Blowe, Fly, Futrell, Seward

Voting nay: none

Absent: Supervisors Stringfield, Tyler

5.02 Appointment to Industrial Development Authority (IDA) Board of Directors

County Administrator Davis stated there is still a vacancy on the Industrial Development Authority Board of Directors due to Mr. Bruce Spencer not desiring to serve again. An appointment is needed to fill the term to expire May 15, 2017.

A copy of the current roster is included in the Board packet.

This item will be placed on the August 18, 2016 Board of Supervisors' meeting agenda. Chairman Blowe asked that the Planning Commission assist with a recommendation.

6. Action Items

6.01 Board's 2016 Priorities Update

Deputy County Administrator Jones gave a brief overview of the monthly update of Board's 2016 Priorities adopted earlier in the year.

Under Economic Development, Deputy County Administrator Jones reported that the County Newsletter was updated from ongoing status to complete status. The newsletter will be issued periodically. The next issue is scheduled for September 2016. Deputy County Administrator Jones noted that on County Clean-up, Mr. Matt Venable, Director of Environmental Inspections, has been working with Atlantic Waste in regards to the convenience sites.

Under Broadband, Deputy County Administrator Jones noted that Verizon wireless application that was discussed previously was approved. The new tower should help with vacant spots. Deputy County Administrator Jones stated that in addition to cell coverage it should allow some of the wireless, broadband service to better serve in that area. The other items are ongoing.

Under Strategic Plan, Deputy County Administrator Jones noted that the Board has scheduled a planning session in October 2016 to discuss strategic planning.

Under FY 2017 Budget, Deputy County Administrator Jones stated that the budget was approved at the Special Meeting held on Monday, June 27, 2016. Deputy County Administrator Jones stated that Board packets are being posted electronically. County Administration has been working with the Sheriff's Department for wireless devices which has now been delivered to County Administration.

6.02 Town of Waverly – 5th Annual Night Out Celebration

Each year on the first Tuesday of August, communities across the United States come together to promote a Police Community Partnership through crime, drug and violence awareness prevention and neighborhood unity.

County Administrator Davis stated that the Town of Waverly's 5th Annual National Night Out Celebration is Tuesday, August 2, 2016 from 3 p.m. to 8 p.m. at the Ruritan Baseball Field located at 245 Bank Street.

County Administrator Davis stated that the Town of Waverly is requesting that various businesses make a monetary donation and/or sponsor the event.

County Administrator Davis stated that if the Board of Supervisors desires to assist in sponsoring this event, please let staff know of its wishes.

The Board did not take any action on this item.

6.03 Airfield 4-H Conference Center "Boo-Grass" Festival

The Airfield 4-H Conference Center is hosting a 2-Day "Boo-Grass by the Lake and Ghostly Get Together Party" on October 28 & 29, 2016. The event will help the 4-H youth to go to summer camp.

County Administrator Davis stated that the Airfield 4-H Conference Center is requesting that community partners consider making a donation to help sponsor the event.

Supporting documentation is included in the Board packet.

If the Board of Supervisors desires to assist in sponsoring this event, please let staff know of its wishes.

The Board did not take any action on this item.

6.04 VHDA Memorandum of Understanding

Ms. Brenda H. Drew, Housing Program Coordinator, stated that VHDA has created a Rental Unit Accessibility Modification Grant Program ("RUAM Grant Program") to support accessibility modifications to rental units for income qualified Virginia residents with disabilities. Ms. Drew gave a brief report of the RUAM Grant Program. She stated that she considers it an incidental program to make the tenant and landlord aware of the Fair Housing Act's requirement regarding reasonable accommodations and modifications such that may be eligible through the RUAM Grant Program.

Ms. Drew stated that this service has been provided in the past. They receive referrals from individuals with disabilities requiring modifications to their home. They assist these individuals with the completion of the applications and submitting all required documentation to VHDA.

Supporting documentation and more detail is included in the Board packet.

This item has been tabled until discussion of Item 7.02.

6.05 General Reassessment Services

County Administrator Davis stated that the advertisement of the Request For Proposals (#2016-02 – General Reassessment Services) was listed in the Sussex Surry Dispatch and Richmond Times Dispatch, placed on the County’s website and listed with the Department of General Services. There were eleven (11) firms listed with the Department of General Services.

Staff received two (2) responses to our proposals, Pearson Appraisal Services, Inc. of Richmond VA and Wampler Eanes Appraisal Group of Daleville VA. Lane Real Estate Appraisals and Wingate Appraisal Service notified us that neither of them were in a position to submit a proposal at this time.

Under the Selection Process section of the RFP (a copy was included in the June 16, 2016 Board packet and is also included in this packet for reference) indicated that representatives from the Board of Supervisors will review all proposals and select a minimum of three (3) for interviews.

Both proposals have been shared with the Commissioner of the Revenue.

County Administrator Davis has been authorized to schedule a date for the interviews that the Vice Chair of the Board of Supervisors, the County Administrator, Deputy County Administrator and Commissioner of the Revenue meet with the two respondents and be prepared to make a recommendation approving a contract.

NOTE: Staff has received a letter from a citizen (Mrs. Helen Harrell, 25380 Harrell Road, Jarratt VA 23867) in opposition to the general reassessment. (A copy of the letter is included in the Board packet).

6.06 Approval of Worker’s Compensation Panel of Physicians

County Administrator Davis stated that the panel of physicians was last updated October 2004. The proposed panel was reviewed by staff and the Virginia Association of Counties Risk Pool (VACORP), our insurance carrier.

The proposed panel of physicians includes Waverly Medical Center, Colonial Heights Medical Center, Sentara Family Medicine Physician (Wakefield), Emporia Medical Associates, BetterMed Urgent Care – Prince George, and Patient First – Colonial Heights.

The proposed panel of physicians for our workers’ compensation program as well as the current proposed panel is included the Board packet.

Mrs. Louise R. Brucato, Payroll Clerk, has communicated with all of the physicians listed. They have all agreed to participate if accepted and approved by the Board of Supervisors. Stony Creek Medical Center was contacted as well; however, they opted not to participate.

ON MOTION OF SUPERVISOR FLY, seconded by SUPERVISOR SEWARD and carried: RESOLVED that the Sussex County Board of Supervisors hereby approves of the Panel of Physicians for Sussex County Worker's Compensation Program as presented.

Voting aye: Supervisors Blowe, Fly, Futrell, Seward

Voting nay: none

Absent: Supervisors Stringfield, Tyler

6.07 Virginia's Gateway Region (VGR) Request for Letter of Confirmation

County Administrator Davis provided a letter to the Board members from Virginia's Gateway Region, dated November 18, 2015. County Administrator Davis stated that this letter was actually Virginia's Gateway Region's budget request. County Administrator Davis stated that at that time they were requesting a \$5,000.00 increase. It was included in the budget information when sent to the Board. The Board asked staff to do level funding and asked for some small reductions in the budget. County Administrator Davis stated that a letter of confirmation was also given to Chairman Blowe as support for the \$5,000.00 increase should the Board approve it. County Administrator Davis also stated that she had spoken with Ms. Chapline and expressed to her that the Board has adopted its budget and the funding for VGR was approved in the amount of \$27,050.00.

Chairman Blowe stated some of the benefits of Virginia's Gateway Region. Chairman Blowe stated that this is the first time that Virginia's Gateway Region is asking for an increase of the localities they support. He stated that the original amount requested was \$32,050.00; however, \$27,050.00 level funding was approved for a difference of \$5,000.00. Chairman Blowe is asking for approval for the \$5,000.00 increase.

Chairman Blowe requested that this item be presented at the September 2016 Board of Supervisors meeting.

6.08 FOIA – Rights and Responsibilities/FOIA Officer

County Attorney Mark Flynn stated starting July 1, 2016 HB 818 was enacted to require local public bodies with a population greater than 250 to post a FOIA rights and responsibilities document on their public government website. The bill also requires all local public bodies that are subject to FOIA to designate and identify contact information for at least one FOIA officer whose responsibility is to serve as a point of contact for members of the public in requesting public records and to coordinate the public body's compliance with the provisions of FOIA. The bill does not require you to hire additional staff, but does require you to designate a particular person on your staff that the public can contact for FOIA inquiries. The FOIA officer must possess specific knowledge of the provisions of FOIA and be trained at least annually by legal counsel for the public body, or by the Virginia Freedom of Information Advisory Council. Similar requirements have applied to certain state public bodies for a number of years.

The FOIA Council plans to host free FOIA training webinars which were slated to start in June, and continue in July and August of 2016, and then once per year thereafter. These webinars will focus on making and responding to requests for public records, and are expected to last 1.0 - 1.5 hours. These webinars have not yet been scheduled, but specific times and dates will be publicized once they are set. Additionally, the required annual FOIA training may also be provided by your local government attorney.

Sussex County FOIA's Rights and Responsibilities have been completed and reviewed by the County Attorney (Mark Flynn) and were placed on the website prior to July 1, 2016.

Deputy County Administrator Vandy V. Jones, III is the County's FOIA Officer.

A copy of Sussex County FOIA's Rights and Responsibilities is included in the Board packet.

ON MOTION OF SUPERVISOR FLY, seconded by SUPERVISOR SEWARD and carried: RESOLVED that the Sussex County Board of Supervisors hereby ratifies the FOIA Rights and Responsibilities and approves of the assignment of Vandy V. Jones, III, Deputy County Administrator as FOIA Officer.

Voting aye: Supervisors Blowe, Fly, Futrell, Seward

Voting nay: none

Absent: Supervisors Stringfield, Tyler

6.09 Radio System Contingency

At the June 27, 2016 Board meeting, Deputy County Administrator, Vandy V. Jones, III, provided a brief information update on the Radio System Contingency on actions required to continue the Radio System Project.

The County is nearing the end of the project, the equipment has been received. Now that the contractor/vendor has reached a certain point in the project (which is estimated to be completed by the end of the calendar year) the costs are more definitive. Deputy County Administrator Jones reported that according to documentation and speaking with former employees that were previously working on the project, there had been a recommendation from the Finance Director for funding to complete this project which would be \$2.8 million allocation that would bring the total funding for this project to \$4.8 million. However, the funding that was adopted by the Board at that time was \$2.4 million, not \$2.8 million. After staff's research, it appears that the \$400,000.00 difference came from the \$400,000.00 that Mr. Eddie Vick, the Public Safety Coordinator, had placed in the contingency for the entire project. The County had a received a contract from Harris Corporation with specific numbers. Deputy County Administrator Jones stated that in conversations, the allocation was made closest to the contract amount versus what was in the contingency. The rationale used for this decision was that the County would work to the amount adopted by the Board versus the contract amount.

Chairman Blowe requested that this item be placed on the August 18, 2016 agenda. Supervisor Fly suggested having an itemized document of spending.

6.10 Courthouse Fire Department Funding

Supervisor Fly stated that he attended the last Fire & Rescue Association meeting. Supervisor Fly stated that with the County developing a new plan for the Aid to Localities spending, this new plan basically eliminates funding for the Courthouse Fire Department. The only funding the Courthouse Fire Department receives is through the Aid to Localities that historically was split with the other fire departments. The other fire departments located within the towns gets an additional \$10,000.00 funding for operations from the towns. The Courthouse Fire Department is not located within an incorporated town limit, so they do not get this additional funding for operation; however, they are the fire department for the Courthouse complex and the schools. Supervisor Fly is proposing that the Board of Supervisors allocate \$10,000.00 from the Reserve to the Courthouse Fire Department for their operational fund to offset what the towns are doing for their fire departments. This would be annual expense for the County.

ON MOTION OF SUPERVISOR FLY, seconded by SUPERVISOR FUTRELL and carried: RESOLVED that the Sussex County Board of Supervisors hereby allocate \$10,000.00 to the Courthouse Fire Department to be taken out the Reserves.

Voting aye: Supervisors Blowe, Fly, Futrell, Seward

Voting nay: none

Absent: Supervisors Stringfield, Tyler

6.11 Bid Results – Modular Buildings

County Administrator Davis stated that the Invitation For Bids for the modular buildings at Ellen Chambliss Elementary School in Wakefield and Jefferson Elementary School in Jarratt were advertised in the Sussex Surry Dispatch on July 6, 2016 and was placed on the County's website.

A copy of the bid document and form are included in the Board packet.

County Administrator Davis stated the highest bidders were as follows:

Mr. Wayne Jones	Unit 15/16	Ellen Chambliss Elementary School	\$300
Mr. Wayne Jones	Unit 17/18	Ellen Chambliss Elementary School	\$300
Ms. Helen Williams	Unit JE-01	Jefferson Elementary School	\$500
Ms. Delphine Hall	Unit JE-02/03	Jefferson Elementary School	\$100/each

ON MOTION OF SUPERVISOR SEWARD, seconded by SUPERVISOR FUTRELL and carried: RESOLVED that the Sussex County Board of Supervisors hereby accepts the bids from respondents for the modular units at Ellen Chambliss and Jefferson Elementary Schools as listed.

Voting aye: Supervisors Blowe, Fly, Futrell, Seward

Voting nay: none

Absent: Supervisors Stringfield, Tyler

6.12 Annual VACo Conference – November 13-15, 2016, Bath County

Chairman Blowe shared that the Annual Virginia Association of Counties Conference is scheduled for November 13-15, 2016 in Bath County at The Omni Homestead.

As always, there are three (3) rooms allotted for each locality. Please let Mrs. Shilton R. Butts know if you would like to attend. The remaining three will be placed on a waiting list.

Copies of information about the conference is included in the Board packet.

7. Reports of Departments/Agencies

7.01 Blackwater Regional Library Report, by Jenny Bailey, Library Director

Ms. Jenny Bailey, Director of Blackwater Regional Library, gave a brief overview of the state of the Sussex libraries and the outreach to the communities. The library's summer reading program held in July and August had 494 attendants to participate in the six (6) week program under the age of 18. The library also had a one-month winter reading program that's held in the month of February. This program reaches out to school age children under the age of five (5). There were 122 registrations and over 2,480 books were read within one month.

Ms. Bailey reported that as far as outreach to the community, the library had 76 programs with 1,880 attendants from Sussex County. Ms. Bailey stated that the library works closely with public schools, Tidewater Academy, Wakefield United Methodist Pre-School and Sussex County Head Start.

The Blackwater Regional Library had a local farmer's market within Waverly. Ms. Bailey stated that the Blackwater Regional Library is interested in partnering with Economic Development.

The bookmobile came back out in the County on April 21, 2016. The bookmobile offers two computers for public use as well offer free wi-fi.

7.02 Virginia Housing Development Authority (VHDA), Sharon Fairburn, Housing Choice Voucher (HCV) Director

Ms. Sharon Fairburn, Housing Choice Voucher Director, gave a brief overview of Sussex's Housing Program. Ms. Fairburn shared that Sussex County has assigned to it 203 allocated vouchers. The 203 allocated vouchers is what HUD has been allocated to help the County to serve individuals who need assistance with their rent. There are currently 215 families leased with four (4) families shopping for places to live, for a total of 219 that are outstanding.

Ms. Fairburn stated that funding for this program is done on a calendar year basis. Ms. Fairburn stated that when Congress appropriates money to HUD, they are given a limited amount. Sussex is allowed to lease over 100% because VHDA has thirty-one (31) different agencies in Virginia. VHDA covers 75 jurisdictions. Ms. Fairburn stated that without those local agencies and Sussex local agency, they would not be able to do their program. She stated that without Ms. Brenda Drew, Housing Program Coordinator, and her staff, VHDA would have to find someone else to do the program. Ms. Fairburn stated that different agencies balance out each other.

Ms. Fairburn also stated that technically the program can only lease up to 95% this year. The federal program that receives the funds has been limited since 2013.

Ms. Fairburn stated that there are 118 families that physically live in Sussex that are living in a rental units. Surry has twelve (12). Greenville has fifty (50). Emporia has thirty-five (35).

Ms. Fairburn reviewed the local residency preference for creating a waiting list. She stated that there are currently 158 families on the waiting list of which six (6) are in Sussex.

Ms. Fairburn stated that there was an evaluation done in 2014 with staff to determine how many families were in Sussex and the neighboring counties. She stated that there were enough families going in neighboring counties. It was decided that Sussex would try to service those areas. Ms. Fairburn stated that Sussex County does have the right to change this preference. She stated that if Sussex wishes to only serve the County of Sussex because that is all that HUD made available to the County, then it could be altered.

Ms. Fairburn is looking into funding to assist the County in servicing neighboring counties.

7.03 Atlantic Waste Disposal, Jason Williams, Senior District Manager

Mr. Jason Williams, Senior District Manager of Atlantic Waste Disposal, gave a brief update on Atlantic Waste Disposal activities.

Mr. Williams stated that Phase I capping project is substantially complete with some minor punch list items remaining.

Earthwork has begun on Phase II capping project. Atlantic Waste Disposal is currently constructing stormwater basins to handle the water. This project should be completed at the end of the year 2016.

Phase III capping project design has been completed and is currently being reviewed by staff. Construction is scheduled to start in early 2017.

Phase IV capping project which is at the top of the landfill is design now. It covers approximately twenty-five (25) to thirty (30) acres. Atlantic Waste Disposal still anticipates completing this project in 2016.

Atlantic Waste is continuing to improve on the collection of gas on site in the performance of the new flare. Mr. Williams reported that thirty-five gas wells have been installed this year. Atlantic Waste is planning to install nineteen (19) more before the end of the year. Mr. Williams stated that Atlantic Waste has also purchased another flare that will assist in the collection of gas and hopes to install the flare in the third (3rd) quarter of 2016.

Mr. Williams reported that the Waste Water Treatment Plant is expected to be completed in the second (2nd) quarter of 2017.

Mr. Williams advised that the Emergency Order with the Department of Environmental Quality (DEQ) was lifted as of June 13, 2016. He advised that Atlantic Waste Disposal continues to meet with DEQ on a regular basis.

Mr. Williams stated that Atlantic Waste is still active in the community. So far this year, they are continuing to assist with the tornado relief efforts in Waverly. They have assisted with projects with Virginia Gateway Region, the Airfield 4-H Conference Center, Cooper Farms, Tidewater Booster Club, Wakefield Swim Club, Together We Dance in Waverly, the Wakefield and Waverly Baseball and Softball Programs and the Waverly Youth Football Program.

Mr. Williams extended another invitation to Board members to visit the landfill to see the progress of the projects.

7.04 Animal Services/Public Safety – included in Board packet

7.05 Treasurer's Report, Onnie L. Woodruff, Treasurer

Mr. Woodruff, Treasurer, gave a brief update of the budget. Mr. Woodruff advised the Board that they had the option of rolling \$500,000.00 to \$700,000.00 into the Reserve Fund.

Staff was instructed to work with Mr. Woodruff and provide a budget appropriation (BA) to encumber funds.

A copy of his report is included in the Board packet.

7.06. Environmental Inspections Monthly Report – included in Board packet

7.07 Department of Community Development – included in Board packet

8. Citizens' Comments (9:02 pm)

Comments were heard from:

- Larry Diehl (Waverly District) – Mr. Diehl handed out his FOIA request.
- Chester Carter (Stony Creek District)
- Frank Jackson (Stony Creek District)

- Otto Wachsmann (Stony Creek District)
- Anne Joyner (Wakefield District)
- Kevin Bracy (Courthouse District)

9. Unfinished Business – none

10. New Business

10.01 Meals Tax Discussion

The subject of a meals tax was brought up during the budget planning process.

County Attorney Mark Flynn advised that in order for a County to have a meals tax, it requires the County's Board of Supervisors to first adopt an ordinance, then the following must occur:

Section 58.1-3833: This tax shall be levied only if the tax is approved in a referendum within the county which shall be held in accordance with § 24.2-684 and initiated either by a resolution of the board of supervisors or on the filing of a petition signed by a number of registered voters of the county equal in number to 10 percent of the number of voters registered in the county, as appropriate on January 1 of the year in which the petition is filed with the court of such county. The clerk of the circuit court shall publish notice of the election in a newspaper of general circulation in the county once a week for three consecutive weeks prior to the election. If the voters affirm the levy of a local meals tax, the tax shall be effective in an amount and on such terms as the governing body may by ordinance prescribe. If such resolution of the board of supervisors or such petition states for what projects and/or purposes the revenues collected from the tax are to be used, then the question on the ballot for the referendum shall include language stating for what projects and/or purposes the revenues collected from the tax are to be used.

In addition, according to Beau Blevins, VACo's Director of Intergovernmental Affairs, the VACo Finance Steering Committee has been meeting to discuss issues surrounding meals tax. As a matter of fact, he stated that the Committee has requested that he start looking at the next steps and start drafting a potential statement to support legislative action giving counties the ability to adopt a meals tax without a referendum.

Mr. Blevins was supposed to contact staff with an updated report within the next few days. At this time, staff is requesting that the Board provide direction on how they wish to proceed.

Mr. Blevins provided a copy of an analysis of potential county meals tax using taxable sales from food and drinking establishments. A copy is included in the Board packet.

This item has been tabled until the August 18, 2016 Board of Supervisors meeting.

10.02 Authorization to Advertise RFP for Emergency Medical Services

County Administrator Davis stated that Sussex County's volunteer rescue squads currently have three (3) contracts for emergency medical services. There are two (2) EMS contracts with Medical Transport, LLC (MTI) which operates out of the Waverly Volunteer Rescue Squad. One of the contracts is between the Squad and MTI and the other contract is between the County and MTI. However, the County pays for both contracts. The third contract which is with Life Star Ambulance Services and they operate out of the Stony Creek Volunteer Rescue Squad.

Both contracts went into effect several years ago and staff is recommending that an RFP process be completed for and that the Board approve one contractor to provide countywide services.

ON MOTION OF SUPERVISOR FUTRELL, seconded by SUPERVISOR SEWARD and carried: RESOLVED that the Sussex County Board of Supervisors hereby authorize staff to prepare and advertise a Request for Proposals for Emergency Medical Services.

Voting aye: Supervisors Blowe, Fly, Futrell, Seward

Voting nay: none

Absent: Supervisors Stringfield, Tyler

10.03 Amend Tax Rate Ordinance

County Attorney Flynn stated his partner, Mr. John Paul Woodley working with Vice Chair Seward worked with Atlantic Waste Disposal regarding timbering. Timber was cut and sold on property owned by the County. The County is in receipt of \$25,000.00 from Atlantic Waste Disposal for the value of the timber.

County Attorney Flynn stated that in June during the budget process, the discussion was the difference in a four cent (4¢) real estate tax increase and a three and one half cent (3-1/2¢) real estate tax increase is approximately \$23,000.00.

County Attorney Flynn stated that a motion to reconsider cannot be done unless it's at the same meeting which is Robert Rules of Order which the County follows.

Vice Chair Seward stated that she would like to see something tangible done with the \$25,000.00 that has an impact on the citizens.

County Attorney Flynn advised that the State Code provisions on amending real estate tax rates states that at such that once the land books have been delivered to the treasurer, real estate tax rates cannot be amended for that year.

Chairman Blowe made the motion to table this item.

Vice Chair Seward offered a substitute motion.

ON MOTION OF SUPERVISOR SEWARD, seconded by SUPERVISOR FLY and carried: RESOLVED that the Sussex County Board of Supervisors hereby amend the tax

rate ordinance to reduce the four cent (4¢) real estate tax rate to three and one half cent (3-1/2¢) real estate tax.

Voting aye: Supervisors Fly, Seward

Voting nay: Supervisors Blowe, Futrell

Absent: Supervisors Stringfield, Tyler

Motion failed. All Board members are not present. Item is not a tie breaker vote.

10.04 Planning Commission Membership

County Administrator Davis stated that at a budget work session with the Board of Supervisors, a question was raised as to whether or not the Planning Commission, as requested, at their regular meeting held on June 6th. The majority of the Planning Commission members stated that they do not feel the Commission is too large. One Commissioner firmly stated, "they did not request to be enlarged as that decision was made by the Board of Supervisors". One Commissioner (Bracy) did articulate that he felt the Commission had too many members and stated that he would be willing to resign. Since the Planning Commission meeting, Commissioner Gurney Cowling, Jr. has called the office to verbally resign his position. Resignation was requested in writing; however, to date, resignation has not been received.

As requested by the Board, staff compiled a summary which outlined the number of Planning Commission members that serve on the Planning Commission in various counties throughout Virginia. A copy of the summary is included in the Board packet. Also included in the Board packet is Section 15.2-2212 of the Code of Virginia which outlines the Board's responsibility, as the governing body, as it relates to the Planning Commission.

This item was tabled until the August 18, 2016 Board of Supervisors meeting.

11. Board Member Comments – no comments were heard.

11.01 Blackwater District

11.02 Courthouse District

11.03 Henry District – Absent

11.04 Stony Creek District

11.05 Wakefield District – Absent

11.06 Waverly District –

12. Closed Session

12.01 Convene into Closed Session

ON MOTION OF SUPERVISOR SEWARD, seconded by SUPERVISOR FLY and carried: RESOLVED that the Sussex County Board of Supervisors hereby enters Closed Session for (1) discussion of personnel matter regarding resignation of public employee and responsibilities of the county administrator pursuant to applicable Code Section 2.2-3711(A)1; and, (2) for consultation with legal Counsel about Atlantic Waste Disposal pursuant to applicable Code Section 2.2-3711(A)7.

Voting aye: Supervisors Blowe, Fly, Futrell, Seward

Voting nay: none

Absent: Supervisors Stringfield, Tyler

12.02 Reconvene to Open Session

ON MOTION OF SUPERVISOR SEWARD, seconded by SUPERVISOR FLY and carried: RESOLVED that the Sussex County Board of Supervisors hereby returns to Open Session.

Voting aye: Supervisors Blowe, Fly, Futrell, Seward

Voting nay: none

Absent: Supervisors Stringfield, Tyler

12.03 Certification

ON MOTION OF SUPERVISOR SEWARD, seconded by SUPERVISOR FLY and carried: RESOLVED that the Sussex County Board of Supervisors hereby approves adoption of resolution for certification, to-wit:

WHEREAS, that the Sussex County Board of Supervisors convened a Closed Meeting on this date pursuant to an affirmative recorded vote in accordance with the provisions of the Virginia Freedom of Information Act; and

WHEREAS, Section 2.2-3712 of the Code of Virginia, as amended, requires a certification by the Board that such Closed Meeting was conducted in conformity with Virginia law.

NOW THEREFORE BE IT RESOLVED that the Board of Supervisors hereby certifies that, to the best of each member's knowledge (i) only public business matters lawfully exempted from Open Meeting requirements by Virginia law were discussed in the Closed Meeting to which this certification resolution applies, and (ii) only such public business matters as were identified in the motion convening the Closed Meeting were heard discussed or considered.

Voting aye: Supervisors Blowe, Fly, Futrell, Seward

Voting nay: none

Absent: Supervisors Stringfield, Tyler

12.04 Action Resulting from Closed Session

No action was taken on the closed session item.

13. Recess/Adjournment

13.01 Adjournment

ON MOTION OF SUPERVISOR SEWARD, seconded by SUPERVISOR FLY and carried: RESOLVED that the July 21, 2016 meeting of the Sussex County Board of Supervisors is hereby adjourned at 11:30 p.m.

Voting aye: Supervisors Blowe, Fly, Futrell, Seward

Voting nay: none

Absent: Supervisors Stringfield, Tyler

13.02 Next Meeting

The next Board of Supervisors meeting will be Thursday, August 18, 2016 at 7 p.m. in the General District Courtroom – Judicial Center located at 15098 Courthouse Road, Sussex, VA 23884.

DRAFT

August 18, 2016

WARRANTS & VOUCHERS SUMMARY

TOTAL ALL WARRANTS FOR APPROVAL \$772,820.65

TOTAL ALL VOID CHECKS FOR APPROVAL \$0.00

ACCOUNTS PAYABLE WARRANTS:	CHECK NO.	AMOUNTS	PROCESS DATE
FOR MONTH OF JULY 2016			
	204596-204636	\$ 91,004.10	RUN DATE 7/08/16
	204650-204697	\$ 231,546.10	RUN DATE 7/08/16
	204698-204701	\$ 37,555.50	RUN DATE 7/15/16
	204702-204703	\$ 600.00	RUN DATE 7/20/16
	204704-204714	\$ 15,198.38	RUN DATE 7/22/16
	204715-204756	\$ 182,321.37	RUN DATE 7/22/16
	204770-204775	\$ 180.00	RUN DATE 7/29/16
	204776-204819	\$ 114,936.16	RUN DATE 7/29/16

Total Regular Warrants **\$678,341.61**

PAY. DEDUCTION WARRANTS:

204637-204649	\$ 50,660.91	RUN DATE 7/15/16
204757-204769	\$ 48,818.13	RUN DATE 7/29/16

Total Deduction Warrants: **\$99,479.04**

TOTAL VOUCHERS & WARRANTS FOR APPROVAL **\$772,820.65**

VOID CHECKS See attached \$ -

ACCOUNTS PAYABLE CHECKS

\$

100 DOLLARS



Security features
included.
Details on back

INVOICE NO	VEHICL NO	VEHICL NAME	INVOICE NO	INVOICE DATE	A/P ACCT#	ACCOUNT NO	ACH PRT TOTAL	ACH PRT TOTAL	ACH PRT TOTAL	NET AMOUNT	CHECK NO	ACH PRT	ACH AMT	BATCH	INV DESCRIPTION
00000	000923	ALI, SEASONS TERRITTE &	37097	6/28/2016	4100-051500	1272-551-510	.00	CPA PRT TOTAL	65.00	204596	204596	TOTAL	65.00	01197	ACCT# 188
		DISC. TOTAL													Building Maintenance & Repair
00000	000002	BOB BARKER CORPANY	WEB0004	6/20/2016	4100-051500	1273-551-510	.00	CPA PRT TOTAL	46.94	204597	204597	TOTAL	46.94	01197	ACCT# SUSVA5
		DISC. TOTAL													Linens Supplies
00000	001464	BRUNARD, LOUISE	LB 06 0016 01	6/30/2016	4100-021100	1264-211-210	.00	CPA PRT TOTAL	25.30	204598	204598	TOTAL	25.30	01197	ACCT# MILEAGE
		DISC. TOTAL													Gasoline/Mileage Non Training
00000	001251	CABER VOLUNT VETERINARY	40759	6/02/2016	4100-021600	1257-261-210	.00	CPA PRT TOTAL	30.00	204599	204599	TOTAL	30.00	01197	ACCT# 1707
		DISC. TOTAL													Medical Services
00000	001485	CENTRAL ASPTRUBISS	JH6641	6/27/2016	4100-051500	1276-551-510	.00	CPA PRT TOTAL	88.20	204600	204600	TOTAL	88.20	01197	SUSSEX SHERIFF
		DISC. TOTAL													Food Supplies
00000	001554	COLONIAL HEIGHTS	CHCC 062016 01	6/29/2016	4100-051100	1265-512-510	.00	CPA PRT TOTAL	3,791.15	204601	204601	TOTAL	3,791.15	01197	LOCAL DETENTION FEES
		DISC. TOTAL													Vehicle Maintenance & Repair
00000	000024	CRATER YOUTH CARE	1685	6/20/2016	4100-051500	1274-551-510	.00	CPA PRT TOTAL	3,125.08	204602	204602	TOTAL	3,125.08	01197	PROFESSIONAL SERVICES
		DISC. TOTAL													Other Professional Services
00000	000871	CRYSTAL SUPPLIES	1151524	6/16/2016	4100-051500	1246-551-510	.00	CPA PRT TOTAL	176.58	204603	204603	TOTAL	176.58	01197	ACCT# 11416113151524
		DISC. TOTAL													Food Supplies
00000	994999	CUSTOM CLEANERS	001260	6/17/2016	4100-051500	1244-551-510	.00	CPA PRT TOTAL	150.00	204604	204604	TOTAL	150.00	01197	SUSSEX SHERIFF
		DISC. TOTAL													Uniform Services
00000	000805	DAVIS, DEBORAH A	DAD 064016 01	6/10/2016	4100-021100	1264-211-210	.00	CPA PRT TOTAL	97.48	204605	204605	TOTAL	97.48	01197	ACCT# 1453579
		DISC. TOTAL													Computer & Printer Purchases
00000	000983	DELL MARKETING L P	XJXTY78843	6/26/2016	4100-063100	1251-631-630	.00	CPA PRT TOTAL	51.59	204606	204606	TOTAL	51.59	01197	ACCT# 1453579
		DISC. TOTAL													Computer & Printer Purchases
00000	000084	DORRINE VIRGINIA POWER	0482572329	6/28/2016	4100-021600	1276-266-210	.00	CPA PRT TOTAL	2,896.38	204607	204607	TOTAL	2,896.38	01197	ACCT# 0482572328
		DISC. TOTAL													Electric
00000	000084	DORRINE VIRGINIA POWER	0561293952	6/27/2016	4100-021600	1276-266-210	.00	CPA PRT TOTAL	46.25	204607	204607	TOTAL	46.25	01197	ACCT# 0561293952
		DISC. TOTAL													Electric
00000	000084	DORRINE VIRGINIA POWER	4500345009	6/10/2016	4100-021200	1276-221-210	.00	CPA PRT TOTAL	1,284.12	204607	204607	TOTAL	1,284.12	01197	ACCT# 108843121
		DISC. TOTAL													Electric
00000	000084	DORRINE VIRGINIA POWER	5080737716	6/28/2016	4100-021200	1276-221-210	.00	CPA PRT TOTAL	121.75	204607	204607	TOTAL	121.75	01197	ACCT# 3500335009
		DISC. TOTAL													Electric
00000	000084	DORRINE VIRGINIA POWER	5690307508	6/29/2016	4100-021500	1279-251-210	.00	CPA PRT TOTAL	112.68	204607	204607	TOTAL	112.68	01197	ACCT# 5080737736
		DISC. TOTAL													Propane Gas & Electric
00000	000084	DORRINE VIRGINIA POWER	6300345004	6/29/2016	4100-021600	1276-266-210	.00	CPA PRT TOTAL	46.91	204607	204607	TOTAL	46.91	01197	ACCT# 6300345004
		DISC. TOTAL													Electric
00000	000084	DORRINE VIRGINIA POWER	6300345004	6/29/2016	4100-021200	1276-221-210	.00	CPA PRT TOTAL	77.23	204607	204607	TOTAL	77.23	01197	ACCT# 6300345004
		DISC. TOTAL													Electric
00000	000084	DORRINE VIRGINIA POWER	7190905005	6/10/2016	4100-021600	1276-266-210	.00	CPA PRT TOTAL	50.84	204607	204607	TOTAL	50.84	01197	ACCT# 7190905005
		DISC. TOTAL													Electric
00000	000084	DORRINE VIRGINIA POWER	7178703693	6/29/2016	4100-021500	1276-221-210	.00	CPA PRT TOTAL	310.05	204607	204607	TOTAL	310.05	01197	ACCT# 7178703693
		DISC. TOTAL													Electric
00000	000084	DORRINE VIRGINIA POWER	786024287	6/10/2016	4100-021500	1276-221-210	.00	CPA PRT TOTAL	2,685.50	204607	204607	TOTAL	2,685.50	01197	ACCT# 786024287
		DISC. TOTAL													Electric
00000	000084	DORRINE VIRGINIA POWER	9560347501	6/10/2016	4100-021200	1276-221-210	.00	CPA PRT TOTAL	500.97	204607	204607	TOTAL	500.97	01197	ACCT# 9560347501
		DISC. TOTAL													Electric
00000	000084	DORRINE VIRGINIA POWER	9650340005	6/10/2016	4100-021200	1276-221-210	.00	CPA PRT TOTAL	315.35	204607	204607	TOTAL	315.35	01197	ACCT# 9650340005
		DISC. TOTAL													Electric

01197 ACCT# 188 Building Maintenance & Repair

01197 ACCT# SUSVA5 Linens Supplies

01197 ACCT# MILEAGE Gasoline/Mileage Non Training

01197 ACCT# 1707 Medical Services

01197 SUSSEX SHERIFF Food Supplies

01197 LOCAL DETENTION FEES Vehicle Maintenance & Repair

01197 PROFESSIONAL SERVICES Other Professional Services

01197 ACCT# 11416113151524 Food Supplies

01197 SUSSEX SHERIFF Uniform Services

01197 ACCT# 1453579 Computer & Printer Purchases

01197 ACCT# 1453579 Computer & Printer Purchases

01197 ACCT# 1453579 Computer & Printer Purchases

01197 ACCT# 0482572328 Electric

01197 ACCT# 0561293952 Electric

01197 ACCT# 108843121 Electric

01197 ACCT# 3500335009 Electric

01197 ACCT# 5080737736 Propane Gas & Electric

01197 ACCT# 6300345004 Electric

01197 ACCT# 6660160149 Electric

01197 ACCT# 7190905005 Electric

01197 ACCT# 7178703693 Electric

01197 ACCT# 786024287 Electric

01197 ACCT# 9560347501 Electric

01197 ACCT# 9650340005 Electric

01197 ACCT# 9650340005 H. 9% 50

P O NO	VEHICLE NO	VEHICLE NAME	INVOICE NO.	INVOICE DATE	AMOUNT	ACCT#	CHCK NO	CHCK DATE	ACH PRT	NET AMOUNT	ACH PRT	ACH PRT	MATCH INV DESCRIPTION
00000	000084	EDMUNDSON VIRGINIA PEREP	9660340003	6/29/2016	4100 051100 1276 231 210	0616	204608	6/29/2016	ACH PRT TOTAL	221.53	204608	00	01397 ACCT# 5660330003
00000	000084	000	9670425011-0616	6/16/2016	4100 051200 1276 231 210	0616	204608	6/16/2016	ACH PRT TOTAL	114.04	204608	00	01397 ACCT# 967042501
		DISC. TOTAL	000	345.57	000	000	TOTAL			00			
00000	001451	FLAMBERS FOODS	97407742	6/29/2016	4100 051400 1246 561 510	0616	204609	6/29/2016	ACH PRT TOTAL	53.70	204609	00	01397 ACCT# 40351872
		DISC. TOTAL	000	54.70	000	000	TOTAL			00			
00000	000258	GEORGE COX A. SOBS	7981	6/09/2016	4100 051200 1273 231 210	0616	204610	6/09/2016	ACH PRT TOTAL	325.00	204610	00	Building Maintenance & Repair 01397 SUSSEX COUNTY
		DISC. TOTAL	000	325.00	000	000	TOTAL			00			
00000	000137	CRIFFITH, CHARLES F	SCOTT 060116	6/01/2016	4100 051500 1293 531 510	0616	204611	6/01/2016	ACH PRT TOTAL	220.00	204611	00	Inmate Medical Expenses 01397 SCOTT, LAURA
		DISC. TOTAL	000	216.00	000	000	TOTAL			156.00	204611	00	Inmate Medical Expenses 01397 THUSLEY, RAHMAN
00000	000946	JERKINS, WILLIAM P	884 064036 01	6/10/2016	4100 051100 1243 291 230	0616	204612	6/10/2016	ACH PRT TOTAL	394.22	204612	00	Office Supplies 01397 REIMBURSEMENT
		DISC. TOTAL	000	294.22	000	000	TOTAL			00			
00000	999999	KUSTOM EAPTS OF VA	11794	6/20/2016	4100 051100 1299 512 510	0616	204613	6/20/2016	ACH PRT TOTAL	216.86	204613	00	Miscellaneous Ouhets 01397 SUSSEX SHERIFF
		DISC. TOTAL	000	216.86	000	000	TOTAL			00			
00000	001115	LIFESTAR AMBULANCE	EXP 0520016	6/29/2016	4100 051500 2110 282 210 524	0616	204614	6/29/2016	ACH PRT TOTAL	12,293.00	204614	00	Emergency Med. SVC - Pd EMT. 01397 MAY 2016
		DISC. TOTAL	000	12,293.00	000	000	TOTAL			00			
00000	001433	LORENS	901593	6/02/2016	4100 051100 1274 231 210	0616	204615	6/02/2016	ACH PRT TOTAL	50.58	204615	00	Grounds Maintenance & Repairs 01397 ACCT# 9900050060
		DISC. TOTAL	000	40.46	000	000	TOTAL			00			
00000	000645	MEDICAL TRAINING PT, LLC	05412036 01	6/01/2016	4100 051500 2410 252 210 524	0616	204616	6/01/2016	ACH PRT TOTAL	16,060.00	204616	00	Emergency Med. SVC - Pd EMT. 01397 SUSSEX COUNTY
		DISC. TOTAL	000	16,060.00	000	000	TOTAL			00			
00000	001585	MIDOP AND ASSOCIATES, PLLC	121467	6/29/2016	4100 051100 1225 231 210	0616	204617	6/29/2016	ACH PRT TOTAL	6,120.00	204617	00	Management Consulting Services 01397 SUSSEX COUNTY
		DISC. TOTAL	000	6,120.00	000	000	TOTAL			00			
00000	000160	OLD HICKORY VOL FIRE	0HVED FV14 16	6/30/2016	4100 051500 2110 251 210 505	0616	204618	6/30/2016	ACH PRT TOTAL	1,800.00	204618	00	Old Hickory Vol Fire Dept 01397 FY15/16 ALLOCATION
		DISC. TOTAL	000	1,800.00	000	000	TOTAL			00			
00000	000530	OTIS ELEVATOR COMPANY	HEP05035716	6/29/2016	4100 051100 1273 231 210	0616	204619	6/29/2016	ACH PRT TOTAL	6,956.24	204619	00	Building Systems Main & Repair 01397 CUST# 372260
		DISC. TOTAL	000	6,956.24	000	000	TOTAL			00			
00000	999999	PEGRAM, CLAUPE	0P 064016 61	6/30/2016	4100 051100 1207 291 230	0616	204620	6/30/2016	ACH PRT TOTAL	117.48	204620	00	Mileage-Training/Conferences 01397 MILEAGE
		DISC. TOTAL	000	117.48	000	000	TOTAL			00			
00000	000164	PITNEY BOWES, LLC	340024740	6/04/2016	4100 051100 1242 231 210	0616	204621	6/04/2016	ACH PRT TOTAL	150.00	204621	00	Equipment Lease/Rental 01397 ACCT# 0015993371
		DISC. TOTAL	000	150.00	000	000	TOTAL			00			
00000	000001	PRINCE GEORGE ELECTRIC	141004200 0616	6/28/2016	4100 051600 1276 205 210	0616	204622	6/28/2016	ACH PRT TOTAL	54.97	204622	00	Electric 01397 ACCT# 1413003200
		DISC. TOTAL	000	75.57	000	000	TOTAL			116.39	204622	00	Electric 01397 ACCT# 1423010000
00000	000061	000	1667000200 0616	6/28/2016	4100 051200 1276 231 210	0616	204623	6/28/2016	ACH PRT TOTAL	246.93	204623	00	Electric 01397 ACCT# 1667000200
		DISC. TOTAL	000	246.93	000	000	TOTAL			00			
00000	001508	QUALITY UNIFORM CO	11945	6/28/2016	4100 051100 1244 512 510	0616	204624	6/28/2016	ACH PRT TOTAL	43.00	204624	00	Uniform Services 01397 SUSSEX SHERIFF
		DISC. TOTAL	000	119.06	000	000	TOTAL			119.06	204624	00	Uniform Services 01397 SUSSEX SHERIFF

F.O. VENDOR NO	DISC	VERDAP USAGE	INVOICE NO	INVOICE DATE	A/P AMT	ACCOUNT NO	NET AMOUNT	CHECK NO	ACH PRT	ACH AMT	BATCH INV DESCRIPTION
00000 001508			11957	6/28/2016	4100-051100-1244-512-510	284.50	204623		Uniform Services	01397 SUSSEX SHERIFF	
00000 001508			11958	6/28/2016	4100-051100-1244-512-510	284.50	204624		Uniform Services	01397 SUSSEX SHERIFF	
00000 001508			11959	6/28/2016	4100-051100-1244-512-510	104.50	204624		Uniform Services	01397 SUSSEX SHERIFF	
					00 CPA PRT TOTAL	00			834.50		
					ACH PRT TOTAL	3,414.17	204624		Food Supplies	01397 ACCT# 118626	
00000 001388			1884624	6/29/2016	4100-051500-1246-551-610	00			3,414.17		
					ACH PRT TOTAL	00					
00000 000139			125957	6/03/2016	4100-051500-1243-551-510	56.00	204625		Inmate Medical Expenses	01397 BARNES, KEINETH	
00000 000139			125911	6/01/2016	4100-051500-1243-551-510	56.00	204625		Inmate Medical Expenses	01397 RAPDIN, CHARLES P.	
00000 000139			126161	6/16/2016	4100-051500-1243-551-510	51.00	204625		Inmate Medical Expenses	01397 PARSON, SHERELLE	
00000 000139			126502	6/20/2016	4100-051500-1243-551-510	51.00	204625		Inmate Medical Expenses	01397 SINGH, MARK	
					00 CPA PRT TOTAL	00			234.00		
					ACH PRT TOTAL	251.84	204626		Gasoline/Mileage Non Training	01397 ACCT# 66740484	
00000 000162			434888	5/11/2016	4100-021600-1244-261-210	00			251.84		
					ACH PRT TOTAL	00					
00000 000077			200811914	4/10/2016	4100-021600-1244-261-210	2,487.57	204627		Water Services	01397 ACCT# 2699	
00000 000077			200813915	5/11/2016	4100-021600-1244-261-210	3,159.56	204627		Water Services	01397 ACCT# 2699	
					ACH PRT TOTAL	00			6,287.23		
					ACH PRT TOTAL	6,287.23					
00000 000081			49911	6/09/2016	4100-021600-1247-221-210	13.99	204628		Janitorial Supplies	01397 ACCT# 341500	
00000 000081			50254	6/28/2016	4100-021600-1247-221-210	39.98	204628		Building Maintenance & Repair	01397 ACCT# 341500	
					ACH PRT TOTAL	00			53.97		
					ACH PRT TOTAL	53.97					
00000 001596			10991	4/04/2016	4100-051100-1244-512-510	490.00	204629		Uniform Services	01397 SUSSEX SHERIFF	
00000 001596			11332	5/23/2016	4100-051100-1244-512-510	399.00	204629		Uniform Services	01397 SUSSEX SHERIFF	
					ACH PRT TOTAL	00			889.00		
					ACH PRT TOTAL	889.00					
00000 000318			0806 061016	6/16/2016	4100-021600-1247-221-210	56.00	204630		Water Services	01397 ACCT# 0806	
					ACH PRT TOTAL	00			56.00		
00000 000312			7400817	6/21/2016	4100-051100-1244-516-510	56.71	204631		Telecommunications	01397 ACCT# 4184000	
					ACH PRT TOTAL	00			56.71		
					ACH PRT TOTAL	56.71					
00000 001587			8646	5/28/2016	4100-051500-1243-551-510	43.51	204632		Building Systems Main & Repair	01397 SUSSEX SHERIFF DEPT.	
					ACH PRT TOTAL	00			43.51		
					ACH PRT TOTAL	43.51					
00000 000087			514761	5/11/2016	4100-021600-1248-253-210	134.40	204633		Civil Defense/Disaster Suppl	01397 ACCT# 27430	
00000 000087			991257	5/02/2016	4100-021600-1248-253-210	144.72	204633		Vehicle Maintenance & Repair	01397 ACCT# 27430	
00000 000087			991463	5/12/2016	4100-021600-1248-253-210	959.42	204633		Vehicle Maintenance & Repair	01397 ACCT# 27430	
00000 000087			991563	5/19/2016	4100-021600-1248-253-210	158.40	204633		Vehicle Maintenance & Repair	01397 ACCT# 27430	
					ACH PRT TOTAL	00			1,016.94		
					ACH PRT TOTAL	1,016.94					
00000 001118			29099	5/11/2016	4100-021500-1242-251-210	2,692.00	204634		Insurance	01397 ACCT# SUSCO-1	
00000 001118			29099	5/31/2016	4100-021500-1242-251-210	1,077.00	204634		Insurance	01397 ACCT# SUSCO-1	
00000 001118			29100	5/11/2016	4100-021500-1242-251-210	6,756.50	204634		Insurance	01397 ACCT# SUSCO-1	
00000 001118			29100	5/17/2016	4100-021500-1242-251-210	3,251.00	204634		Insurance	01397 ACCT# SUSCO-1	
00000 001118			29100	5/31/2016	4100-021500-1242-251-210	280.50	204634		Insurance	01397 ACCT# SUSCO-1	
					ACH PRT TOTAL	00			14,089.00		
					ACH PRT TOTAL	14,089.00					

TR	VERNOF NO	VENNOF NAME	INVOICE NO	INVOICE DATE	A.P. ACPL	ACCT#	NET ACCT#	CHEQ IN	ACH PRT	ACH PRT DESC	HATCH INV DESCRIPTION
00000	000879	WOMACK PUBLISHING CO.	66792	4/06/2016		4100 023109 1298291246	00 CPA PRT TOTAL	01.90	203636	Advertising	01347 ACCT# W0036
		DISC TOTAL						00		81.90	
00000	999999	WRIGHT, COLIN	062916 01	07/29/2016		4100 051506 1207551516	00 CPA PRT TOTAL	280.45	203636	Mileage-Training/Conferences	01347 MILEAGE
00000	999999		062916 02	07/29/2016		4100 051506 1296553516	00 CPA PRT TOTAL	26.29	203636	Meals	01347 MEALS
		DISC TOTAL						.00		409.64	
		CHECK TOTAL						00		91,004.10	
		CHECK TOTAL						00		91,004.10	

I HEREBY APPROVE THIS REGISTER FOR PAYMENT WITH EXCEPTIONS LISTED BELOW OR PREVIOUSLY DOCUMENTED
 THE TOTAL 91,004.10 EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED

DATE 7/7/16
 NAME [Signature]
 OFFICE DIRECTOR OF FINANCE
 OFFICE WOODBRIDGE, TREAS

P.O. NO	VENDOR NAME	INVOICE NO	INVOICE DATE	A/P AMT	ACCOUNT NO	NET AMOUNT	CHECK NO	ACH AMT	BATCH INV DESCRIPTION
00000	000028 DISTRICT 19 COMMUNITY	FY16 17 1STHALF	7/11/2016	4100 081100 2110 905 810	.00 CPA PRT TOTAL	12,249.50	204698	TOTAL	District 19 Community Service 01400 FY16/17 1ST HALF 35,249.50
	DISC. TOTAL					.00			
00000	001482 SOUTHSIDE VIRGINIA	FY16 17	6/23/2016	4100 081500 2110 643 810	.00 CPA PRT TOTAL	4,000.00	204699	TOTAL	Southside Virginia Education 01400 FY16/17 ALLOCATION 4,000.00
	DISC. TOTAL					.00			
00000	000319 TREASURER'S ASSOC OF VA	TRV FY16/17 01	7/11/2016	4100 031100 1401 411 410	.00 CPA PRT TOTAL	375.00	204700	TOTAL	Organization Membership 01400 ORNIE, WOODRUFF 375.00
	DISC. TOTAL					.00			
00000	000737 VA EMPLOYMENT COMMISSION	CP16PPMP11	6/09/2016	4100 041100 1224 411 410	.00 CPA PRT TOTAL	941.00	204703	TOTAL	Information Sys Serv VEC 01400 IDH OR 11 941.00
	DISC. TOTAL					.00			
						37,555.50		TOTAL	37,555.50
						.00		TOTAL	37,555.50

I HEREBY APPROVE THIS REGISTER FOR PAYMENT WITH EXCEPTIONS LISTED BELOW OR PREVIOUSLY DOCUMENTED
 THE TOTAL 37,555.50 EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED


DATE 7/14/2016
 TIME 10:52
 DATE 7/14/16

DIRECTOR OF FINANCE
 DENORAH DAVIS, M. ADMIN
 ORNIE L. WOODRUFF, TREAS

INVOICE NO	INVOICE DATE	INVOICE A/P	ACCOUNT NO	CHECK NO	CHECK DATE	NET ACCOUNT	ACH PRT	ACH PRT TOTAL	ACH PRT TOTAL	ACCOUNT DESC	ATCH INV DESCRIPTION
00000 000610	SPRINGFIELD, JOHN A	0719/2016	4100-011100-1205-111-110	300.00	204702	300.00	00	300.00	00	MEALS	01402 MEALS
00000 001002	TYLER, RUFUS	0719/2016	4100-011100-1205-111-110	400.00	204703	400.00	00	400.00	00	MEALS	01402 MEALS
DISC TOTAL				600.00		600.00	00	600.00	00		

I HEREBY APPROVE THIS REGISTER FOR PAYMENT WITH EXCEPTIONS LISTED BELOW OR PREVIOUSLY DOCUMENTED
 THE TOTAL 600.00 EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED.

DATE 7/29/2016
 DATE 7/29/16
 DATE

DIPECTOR OF FINANCE

 ORRIE L. ROODRUFF, TREAS.

VEHICL NO	TRAILER	TERMINAL	INVOICE NO	INVOICE DATE	A/P ACCT#	ACCOUNT NO	NET ACCOUNT	CHECK NO	ACH PRT	ACH DESC	BATCH INVT	DESCRIPTION
00000	000010	BANK OF SOUTHSIDE VA	2383 0716 01	6/08/2016	4100-021600-1203-262-210	4100-021600-1203-262-210	212.00	204704	00	Workshops and Conferences	01399	#4053250002002383
00000	000010		2383 0716 02	6/08/2016	4100-021600-1203-262-210	4100-021600-1203-262-210	646.00	204704	00	Workshops and Conferences	01399	#4053250002002383
00000	000010		2383 0716 03	6/10/2016	4100-021600-1205-262-210	4100-021600-1205-262-210	63.28	204704	00	Meals	01399	#4053250002002383
00000	000010		2383 0716 04	6/10/2016	4100-021600-1201-211-210	4100-021600-1201-211-210	35.00	204704	00	Organization Membership	01399	#4053250002002383
00000	000010		2383 0716 07	6/20/2016	4100-021600-1203-111-210	4100-021600-1203-111-210	1,010.00	204704	00	Workshops and Conferences	01399	#4053250002002383
00000	000010		2383 0716 08	6/21/2016	4100-011100-1206-111-110	4100-011100-1206-111-110	421.60	204704	00	Transportation (exclude mileage)	01399	#4053250002002383
00000	000010		2383 0716 09	6/21/2016	4100-011100-1206-111-110	4100-011100-1206-111-110	421.60	204704	00	Transportation (exclude mileage)	01399	#4053250002002383
00000	000010		2383 0716 11	6/21/2016	4100-011100-1206-111-110	4100-011100-1206-111-110	421.60	204704	00	Transportation (exclude mileage)	01399	#4053250002002383
00000	000010		2383 0716 12	6/21/2016	4100-011100-1206-111-110	4100-011100-1206-111-110	421.60	204704	00	Transportation (exclude mileage)	01399	#4053250002002383
00000	000010		2383 0716 13	6/21/2016	4100-011100-1206-111-110	4100-011100-1206-111-110	278.60	204704	00	Transportation (exclude mileage)	01399	#4053250002002383
00000	000010		2383 0716 14	6/21/2016	4100-011100-1206-111-110	4100-011100-1206-111-110	278.60	204704	00	Transportation (exclude mileage)	01399	#4053250002002383
00000	000010		2383 0716 16	6/22/2016	4100-021600-1227-262-210	4100-021600-1227-262-210	513.96	204704	00	Medical Services	01399	#4053250002002383
00000	000010		2383 0716 17	6/24/2016	4100-021200-1244-223-210	4100-021200-1244-223-210	187.00	204704	00	Uniform Services	01399	#4053250002002383
00000	000010		2383 0716 18	6/27/2016	4100-021600-1205-262-210	4100-021600-1205-262-210	16.52	204704	00	Meals	01399	#4053250002002383
00000	000010		4,554.54		ACH PRT TOTAL	00 CPA PRT TOTAL	4,554.54		00	TOTAL		
00000	000010	BANK OF SOUTHSIDE VA	2383 0716 19	6/27/2016	4100-021600-1203-262-210	4100-021600-1203-262-210	1,096.00	204705	00	Workshops and Conferences	01399	#4053250002002383
00000	000010		2383 0716 20	6/27/2016	4100-021600-1203-262-210	4100-021600-1203-262-210	80.00	204705	00	Workshops and Conferences	01399	#4053250002002383
00000	000010		2383 0716 21	6/27/2016	4100-021600-1203-262-210	4100-021600-1203-262-210	160.00	204705	00	Workshops and Conferences	01399	#4053250002002383
00000	000010		2383 0716 22	6/28/2016	4100-021600-1203-211-210	4100-021600-1203-211-210	25.00	204705	00	Workshops and Conferences	01399	#4053250002002383
00000	000010		2383 0716 23	6/28/2016	4100-021400-1203-242-210	4100-021400-1203-242-210	420.00	204705	00	Workshops and Conferences	01399	#4053250002002383
00000	000010		2383 0716 24	6/29/2016	4100-021300-1203-213-210	4100-021300-1203-213-210	380.00	204705	00	Workshops and Conferences	01399	#4053250002002383
00000	000010		2383 0716 25	6/30/2016	4100-021600-1224-262-210	4100-021600-1224-262-210	229.35	204705	00	Grounds Maintenance & Repairs	01399	#4053250002002383
00000	000010		2383 0716 26	7/01/2016	4100-021600-1205-262-210	4100-021600-1205-262-210	445.80	204705	00	Vehicle Maintenance & Repairs	01399	#4053250002002383
00000	000010		3,140.15		ACH PRT TOTAL	00 CPA PRT TOTAL	3,140.15		00	TOTAL		
00000	001569	COLORIAL HEIGHTS	CHCC 062416 02	6/29/2016	4100-051100-1265-512-510	4100-051100-1265-512-510	3,789.60	204706	00	Vehicle Maintenance & Repairs	01399	SUSSEX SHERIFF
00000	000020	COMBING HROTHERS	51305	6/03/2016	4100-021200-1293-221-210	4100-021200-1293-221-210	68.68	204707	00	Equipment Lease/Purchase	01399	ACCTH SC0006
00000	000020		51532	6/06/2016	4100-021200-1293-221-210	4100-021200-1293-221-210	68.50	204707	00	Equipment Lease/Purchase	01399	ACCTH SC0006
00000	000020		52068	6/09/2016	4100-021200-1293-221-210	4100-021200-1293-221-210	37.90	204707	00	Equipment Lease/Purchase	01399	ACCTH SC0006
00000	000020		53876	6/13/2016	4100-021200-1293-221-210	4100-021200-1293-221-210	6.24	204707	00	Building Maintenance & Repairs	01399	ACCTH SC0006
00000	000020		53940	6/14/2016	4100-021300-1272-221-210	4100-021300-1272-221-210	4.95	204707	00	Building Maintenance & Repairs	01399	ACCTH SC0006
00000	000020		55053	6/29/2016	4100-021200-1244-223-210	4100-021200-1244-223-210	27.70	204707	00	Uniform Services	01399	ACCTH SC0006
00000	000020		214.02		ACH PRT TOTAL	00 CPA PRT TOTAL	214.02		00	TOTAL		
00000	001983	DELL MARKETING L.P.	XJXJ20K11	6/27/2016	4100-021600-1251-263-210	4100-021600-1251-263-210	113.98	204708	00	Computer & Printer Purchase	01399	ACCTH 001453579
00000	000983		XJXJ15962	6/27/2016	4100-021600-1251-263-210	4100-021600-1251-263-210	124.79	204708	00	Computer & Printer Purchase	01399	ACCTH 001453579
00000	000983		238.77		ACH PRT TOTAL	00 CPA PRT TOTAL	238.77		00	TOTAL		
00000	000049	JARRATT HARDWARE	8240111	6/13/2016	4100-021200-1254-221-210	4100-021200-1254-221-210	4.98	204709	00	Equipment Maintenance	01399	ACCTH 136
00000	000049		8240642	6/21/2016	4100-021200-1272-221-210	4100-021200-1272-221-210	1.69	204709	00	Building Maintenance & Repairs	01399	ACCTH 136
00000	000049		8240658	6/21/2016	4100-021200-1274-221-210	4100-021200-1274-221-210	15.98	204709	00	Grounds Maintenance & Repairs	01399	ACCTH 136
00000	000049		8240688	6/21/2016	4100-021200-1274-221-210	4100-021200-1274-221-210	48.91	204709	00	Grounds Maintenance & Repairs	01399	ACCTH 136
00000	000049		71.56		ACH PRT TOTAL	00 CPA PRT TOTAL	71.56		00	TOTAL		
00000	000051	BSAG LLC	C112490	6/30/2016	4100-051400-1225-241-210	4100-051400-1225-241-210	21.00	204710	00	Management Consulting Services	01399	JUNE 2016
00000	000051		21.00		ACH PRT TOTAL	00 CPA PRT TOTAL	21.00		00	TOTAL		
00000	001187	ORION PRINTING COMPANY	21722	6/13/2016	4100-011100-1233-111-110	4100-011100-1233-111-110	365.68	204711	00	Printing	01399	SUSSEX COUNTY
00000	000010		365.68		ACH PRT TOTAL	00 CPA PRT TOTAL	365.68		00	TOTAL		

OVER

INVOICE NO	VEHICLE NO	VEHICLE NAME	INVOICE DATE	A/P ACCT	ACCT NO	AMOUNT	CHECK NO	ACH PMT	DISC	DISC TOTAL	NET AMOUNT	ACHTOTAL	DISC	DISC TOTAL	DESCRIPTION
00000	001415	ADVANCE AUTO PARTS	6/17/2016	4100-021400-1265-242-210	06 CPA PMT TOTAL	194.94	204714	.00		194.94	204714	194.94		Vehicle Maintenance & Repairs01401 ACCTH 2460027805	
00000	001277	AMERICAN TIRE DISTRIBUTOR	6/07/2016	4100-021600-1265-251-210		110.11	204716			110.11	204716	110.11		Vehicle Maintenance & Repairs01401 ACCTH 190415	
00000	001277		6/29/2016	4100-021600-1265-261-210		225.64	204716			225.64	204716	225.64		Vehicle Maintenance & Repairs01401 ACCTH 190415	
00000	001507		3/31/75		.00 CPA PMT TOTAL	.00				.00		.00		335.75	
00000	000842	AMERICAS PETERSBURG	7/08/2015	4100-051500-1279-551-510		749.78	204717			749.78	204717	749.78		Propane Gas 01401 ACCTH 240141883	
00000	000010	BANK OF SOUTHSIDE VA	7/07/2016	4100-021600-1341-261-210	.00 CPA PMT TOTAL	379.99	204718	.00		379.99	204718	379.99		Office Supplies 01401 #405325000202363	
00000	001507	BARRSDALE OILS INC.	6/10/2016	4100-021100-1264-211-210		21.37	204719			21.37	204719	21.37		Gasoline/Mileage-Non Training01401 ACCTH SUSSECTY	
00000	001507		6/30/2016	4100-021600-1264-261-210		341.85	204719			341.85	204719	341.85		Gasoline/Mileage-Non Training01401 ACCTH SUSSECTY	
00000	001507		6/10/2016	4100-021200-1264-231-210		537.19	204719			537.19	204719	537.19		Gasoline/Mileage-Non Training01401 ACCTH SUSSECTY	
00000	001507		6/30/2016	4100-021400-1264-242-210		170.92	204719			170.92	204719	170.92		Gasoline/Mileage-Non Training01401 ACCTH SUSSECTY	
00000	001507		6/30/2016	4100-021600-1264-262-210		560.08	204719			560.08	204719	560.08		Gasoline/Mileage-Non Training01401 ACCTH SUSSECTY	
00000	001507		6/30/2016	4100-021300-1264-231-210		33.57	204719			33.57	204719	33.57		Gasoline/Mileage-Non Training01401 ACCTH SUSSECTY	
00000	001507		6/30/2016	4100-021400-1264-241-210		19.68	204719			19.68	204719	19.68		Gasoline/Mileage-Non Training01401 ACCTH SUSSECTY	
00000	001507		6/30/2016	4100-021500-1264-251-210		62.57	204719			62.57	204719	62.57		Gasoline/Mileage-Non Training01401 ACCTH SUSSECTY	
00000	001507		6/30/2016	4100-051100-1264-512-510		6,057.07	204714			6,057.07	204714	6,057.07		Gasoline/Mileage-Non Training01401 ACCTH SUSSECTY	
00000	001507		6/10/2016	4105-071100-1264-711-710	.00 CPA PMT TOTAL	.00				.00		.00		Gasoline 01401 ACCTH SUSSECTY	
00000	000915	BLACKWATER REGIONAL	7/13/2016	4100-021400-2110-820-810	.00 CPA PMT TOTAL	38,746.25	204720	.00		38,746.25	204720	38,746.25		Blackwater/Regional Library 01401 FY16/17 1ST QUARTER	
00000	001251	CARLIN POINT VETERINARY	7/01/2016	4100-021600-1257-261-210		76.00	204721			76.00	204721	76.00		Medical Services 01401 ACCTH 1707	
00000	001251		7/13/2016	4100-021600-1257-261-210		96.00	204721			96.00	204721	96.00		Medical Services 01401 ACCTH 1707	
00000	001251		7/13/2016	4100-021600-1257-261-210		40.00	204721			40.00	204721	40.00		Medical Services 01401 ACCTH 1707	
00000	999999	CASH TREASURER	7/13/2016	4100-021300-1201-231-210	.00 CPA PMT TOTAL	25.00	204722	.00		25.00	204722	25.00		Organization Membership 01401 SUSSEX MEMBER FEES	
00000	001485	CENTRAL AGRIBUSINESS	7/05/2016	4106-051500-1236-551-510		88.20	204723			88.20	204723	88.20		Food Supplies 01401 SUSSEX SHERIFF	
00000	000023	CRATER DISTRICT AREA	7/11/2016	4100-081100-2110-811-810	.00 CPA PMT TOTAL	2,066.00	204724	.00		2,066.00	204724	2,066.00		Cater Area Aqjng 01401 FY16/17 ALLOCATION	
00000	000871	CPYITAL SPRINGS	6/30/2016	4100-061100-1277-612-610	.00 CPA PMT TOTAL	12.74	204725	.00		12.74	204725	12.74		Water Services 01401 ACCTH635034615695716	
00000	999999	CUSTOM CLEMERS	7/05/2016	4100-051500-1244-551-510	.00 CPA PMT TOTAL	48.05	204725	.00		48.05	204725	48.05		Water Services 01401 ACCTH 47281837402164	
00000	000868	DISH NETWORK	7/04/2016	4100-021500-1234-251-210	.00 CPA PMT TOTAL	46.03	204727	.00		46.03	204727	46.03		Telecommunications 01401 #2557070R0372704	

PO	VENOR	VENOR NAME	INVOICE NO	INVOICE DATE	A/P CHECK REGISTER	TIME	ACCT#	NET AMOUNT	CHECK NO.	ACH PRT	ACH ACH PRT	BATCH	LVV DESCRIPTION
00000	000002	IMC FARMER'S MARKET	8K7H958	6/27/2016	4100-051500-1246-551-510	051500	157.75	204726				01401	SUSSEX COUNTY JAIL
00000	000002		8K7H958	7/05/2016	4100-051500-1246-551-510	051500	245.40	204726				01401	SUSSEX COUNTY JAIL
		DISC. TOTAL					.00						
00000	000084	DOMINION VERGUTA ROBER	24064625805-0616	6/30/2016	4100-051500-1276-551-510	051500	1,959.96	204729				01401	ACCTH 2406362505
00000	000084		2928458914 0616	6/29/2016	4100-051500-1276-551-510	051500	7.19	204729				01401	ACCTH 2928458914
00000	000084		9073933633 0616	6/29/2016	4100-051500-1276-551-510	051500	80.12	204729				01401	ACCTH 9073933633
		DISC. TOTAL					.00						
00000	001451	FLOWERS FOODS	47307892	6/27/2016	4100-051500-1246-551-510	051500	86.40	204730				01401	ACCTH 40151872
00000	001451		97307988	7/04/2016	4100-051500-1246-551-510	051500	85.05	204730				01401	ACCTH 40351872
		DISC. TOTAL					.00						
00000	000152	GALLS, LLC	005649225	7/01/2016	4100-051500-1246-551-510	051500	85.22	204731				01401	ACCTH 5417395
00000	000148	HOLIDAY ICE	0767957	7/01/2016	4100-051500-1246-551-510	051500	170.80	204732				01401	ACCTH 3455
		DISC. TOTAL					.00						
00000	001550	KINEX NETWORKING SOLUTION	160719-002	7/19/2016	4100-021500-1234-210-210	021500	97.24	204733				01401	SUSSEX COUNTY
00000	001550		160719-002	7/19/2016	4100-021500-1234-210-210	021500	97.22	204733				01401	SUSSEX COUNTY
00000	001550		160719-002	7/19/2016	4100-021500-1234-210-210	021500	97.22	204733				01401	SUSSEX COUNTY
00000	001550		160719-002	7/19/2016	4100-021500-1234-210-210	021500	97.22	204733				01401	SUSSEX COUNTY
00000	001550		160719-002	7/19/2016	4100-021500-1234-210-210	021500	97.22	204733				01401	SUSSEX COUNTY
00000	001550		160719-002	7/19/2016	4100-021500-1234-210-210	021500	97.22	204733				01401	SUSSEX COUNTY
00000	001550		160719-002	7/19/2016	4100-021500-1234-210-210	021500	97.22	204733				01401	SUSSEX COUNTY
		DISC. TOTAL					.00						
00000	000285	M & W PRINTERS, INC	103853	6/30/2016	4100-041100-1241-412-410	041100	207.54	204734				01401	ACCTH MW135
		DISC. TOTAL					.00						
00000	001092	MAVE INCORPORATED	16805	7/15/2016	4100-021500-1256-251-210	021500	150.56	204745				01401	SUSSEX PUBLIC SAFETY
		DISC. TOTAL					.00						
00000	000635	MEDICAL TRANSPORT, LLC	06302016	7/01/2016	4100-021500-2110-252-210-524	021500	16,060.00	204736				01401	SUSSEX COUNTY
00000	000635		06302016-01	7/01/2016	4100-021500-2110-252-210-524	021500	28,800.00	204736				01401	WAVERLY RESCUE SQUAD
		DISC. TOTAL					.00						
00000	001221	OMERCA	11885	7/07/2016	4100-041100-2110-403-410	041100	982.00	204737				01401	FY16/17 ALLOCATION
		DISC. TOTAL					.00						
00000	001508	QUALITY UNIFORM CO.	12028	7/06/2016	4100-051500-1244-551-510	051500	157.70	204738				01401	SUSSEX SHERIFF
		DISC. TOTAL					.00						
00000	001226	R.M. WILFIREW OIL CO.	401765	6/30/2016	4100-051500-1272-551-510	051500	168.80	204739				01401	ACCTH 4690-1
		DISC. TOTAL					.00						
00000	001023	RICOH USA, INC	504310380	7/01/2016	4100-041100-1255-311-410	041100	141.00	204740				01401	ACCTH 1777534
00000	001023		504310380	7/01/2016	4100-041100-1255-311-410	041100	141.00	204740				01401	ACCTH 1777534
		DISC. TOTAL					.00						

OVER

P.O. NO.	VENOR NO.	VENOR NAME	INVOICE NO.	INVOICE DATE	A/P CHECK REGISTER	ACCOUNT NO.	99 CPA PRT TOTAL	NET AMOUNT	CHECK NO.	ACH PRT G/L ACCOUNT DESC	BATCH INV. DESCRIPTION
00000	000935	SENIOR CITIZENS OF	FY16/17	7/11/2016	4100-081600-	2110-844-810	10,000.00	204741	10,000.00	Senior Citizens, Eastern	01401 FY16/17 ALLOCATION
		DISC. TOTAL									
00000	000119	STONY CREEK HEALTH CENTER	126737	6/30/2016	4100-051500-	1293-551-510	56.00	204742	56.00	Inmate Medical Expenses	01401 WALLER, DETRIC
00000	000139		126925	7/06/2016	4100-051500-	1293-551-510	16.00	204742	16.00	Inmate Medical Expenses	01401 RIDDTICK, MARCUS
00000	000139		126929	7/06/2016	4100-051500-	1293-551-510	61.00	204742	61.00	Inmate Medical Expenses	01401 JOHNSON, SHARBE
00000	000139		127024	7/08/2016	4100-051500-	1293-551-510	56.00	204742	56.00	Inmate Medical Expenses	01401 PARSON, SHERELLE
00000	000139		127028	7/08/2016	4100-051500-	1293-551-510	61.00	204742	61.00	Inmate Medical Expenses	01401 HARRELL, DAVID
		DISC. TOTAL					350.00		350.00		
00000	00067	STONY CREEK PHARMACY	SCF 071416	7/14/2016	4100-051500-	1293-551-510	2,225.59	204743	2,225.59	Inmate Medical Expenses	01401 JUNE 2016
		DISC. TOTAL					.00		.00		
00000	000182	SUFFOLK ENERGIES INC	445716	6/30/2016	4100-021600-	1264-261-210	411.51	204744	411.51	Gasoline/Mileage Non Training	01401 ACCT# 66740484
		DISC. TOTAL					.00		.00		
00000	000296	TREASURER OF VIRGINIA	63016	7/11/2016	4100-055000-	9330	23,456.47	204745	23,456.47	DHCD Loan-Woodfuel Dev Reimb	01401 LOM#11 CBD-20
		DISC. TOTAL					.00		.00		
00000	00080	TRI CITY OFFICE PRODUCTS	0115012-001	7/06/2016	4100-021600-	1241-261-210	75.36	204746	75.36	Office Supplies	01401 ACCT# SAO-0
00000	00080		0115013-003	7/13/2016	4100-021600-	1242-261-210	71.74	204746	71.74	Agricultural Supplies	01401 ACCT# SAO-0
00000	00080		0115025 001	7/07/2016	4100-051500-	1241-551-510	99.73	204746	99.73	Office Supplies	01401 ACCT# SCSD-0
00000	00080		0115071 001	7/08/2016	4100-051500-	1241-551-510	73.98	204746	73.98	Office Supplies	01401 ACCT# SCSD-0
		DISC. TOTAL					322.81		322.81		
00000	00081	VACORP	12487	7/01/2016	4100-051100-	1128-512-510	7,112.12	204747	7,112.12	Worker's Comp - Self Insured	01401 POLICY# VASU107-17
00000	00081		12487	7/01/2016	4100-051500-	1128-551-510	5,757.76	204747	5,757.76	Worker's Comp - Self Insured	01401 POLICY# VASU107-17
00000	00081		12487	7/01/2016	4100-011100-	1128-111-110	9.93	204747	9.93	Worker's Comp - Self Insured	01401 POLICY# VASU107-17
00000	00081		12487	7/01/2016	4100-021100-	1125-211-210	90.24	204747	90.24	Worker's Comp - Self Insured	01401 POLICY# VASU107-17
00000	00081		12487	7/01/2016	4100-021100-	1128-243-210	30.65	204747	30.65	Worker's Comp - Self Insured	01401 POLICY# VASU107-17
00000	00081		12487	7/01/2016	4100-063100-	1125-632-630	476.30	204747	476.30	Worker's Comp - Self Insured	01401 POLICY# VASU107-17
00000	00081		12487	7/01/2016	4100-021400-	1128-241-210	52.92	204747	52.92	Worker's Comp - Self Insured	01401 POLICY# VASU107-17
00000	00081		12487	7/01/2016	4100-062100-	1128-621-620	15.95	204747	15.95	Worker's Comp - Self Insured	01401 POLICY# VASU107-17
00000	00081		12487	7/01/2016	4100-063100-	1128-631-630	66.16	204747	66.16	Worker's Comp - Self Insured	01401 POLICY# VASU107-17
00000	00081		12487	7/01/2016	4100-021600-	1128-261-210	402.42	204747	402.42	Worker's Comp - Self Insured	01401 POLICY# VASU107-17
00000	00081		12487	7/01/2016	4100-041100-	1128-411-410	31.55	204747	31.55	Worker's Comp - Self Insured	01401 POLICY# VASU107-17
00000	00081		12487	7/01/2016	4100-021300-	1128-231-210	700.10	204747	700.10	Worker's Comp - Self Insured	01401 POLICY# VASU107-17
00000	00081		12487	7/01/2016	4100-021500-	1128-253-210	417.86	204747	417.86	Worker's Comp - Self Insured	01401 POLICY# VASU107-17
00000	00081		12487	7/01/2016	4100-021400-	1128-241-210	926.96	204747	926.96	Worker's Comp - Self Insured	01401 POLICY# VASU107-17
00000	00081		12487	7/01/2016	4100-021600-	1128-265-210	2,063.93	204747	2,063.93	Worker's Comp - Self Insured	01401 POLICY# VASU107-17
00000	00081		12487	7/01/2016	4100-021400-	1128-241-210	7.36	204747	7.36	Worker's Comp - Self Insured	01401 POLICY# VASU107-17
00000	00081		12487	7/01/2016	4105-071100-	1128-711-710	1,169.89	204747	1,169.89	Worker's Comp - Self Insured	01401 POLICY# VASU107-17
		DISC. TOTAL					20,450.75		20,450.75		
00000	001116	VALLEY PROTEINS, INC	2686608	6/23/2016	4100-051500-	1265-551-510	200.00	204748	200.00	Miscellaneous Others	01401 ACCT# 633594
		DISC. TOTAL					.00		.00		
00000	000087	VAH CLERK AUTO PARTS INC	516764	6/10/2016	4100-021600-	1265-261-210	5.49	204749	5.49	Vehicle Maintenance & Repairs	01401 ACCT# 27430

OVER

P.O. NO	VEHICOR	VEHICOR NAME	INVOICE NO.	INVOICE DATE	A/P ACCT#	ACCOUNT NO.	NET AMOUNT	CHECK NO.	ACH PRT	ACH ACCT#	DEPT	DESCRIPTION	HATCH	INV DESCRIPTION
00000	000087		991468	6/10/2016	4100-021600-1265-261-210		461.85	204754			01401	Vehicle Maintenance & Repairs	01401	ACCT# 27430
00000	000087		991738	5/21/2016	4100-021600-1265-261-210		478.53	204754			01401	Vehicle Maintenance & Repairs	01401	ACCT# 27430
		DISC. TOTAL		1,345.87	ACH PRT TOTAL		.00							
00000	000039	VERIZON WIRELESS	9768544704	7/10/2016	4100-011100-1234-111-110		191.17	204750			01401	Telecommunications	01401	#805250394-00001
00000	000039		9768544704	7/10/2016	4100-021100-1234-211-210		89.96	204750			01401	Telecommunications	01401	#805250394-00001
00000	000039		9768544704	7/10/2016	4100-021200-1234-221-210		90.13	204750			01401	Telecommunications	01401	#805250394-00001
00000	000039		9768544704	7/10/2016	4100-021300-1234-231-210		127.41	204750			01401	Telecommunications	01401	#805250394-00001
00000	000039		9768544704	7/10/2016	4100-021400-1234-241-210		114.98	204750			01401	Telecommunications	01401	#805250394-00001
00000	000039		9768544704	7/10/2016	4100-021500-1234-251-210		40.01	204750			01401	Telecommunications	01401	#805250394-00001
00000	000039		9768544704	7/10/2016	4100-021600-1234-261-210		85.96	204750			01401	Telecommunications	01401	#805250394-00001
00000	000039		9768544704	7/10/2016	4100-021700-1234-271-210		109.84	204750			01401	Telecommunications	01401	#805250394-00001
00000	000039		9768544704	7/10/2016	4100-021800-1234-281-210		230.54	204750			01401	Telecommunications	01401	#805250394-00001
00000	000039		9768544704	7/10/2016	4100-021900-1234-291-210		40.01	204750			01401	Telecommunications	01401	#805250394-00001
00000	000039		9768544704	7/10/2016	4100-061100-1234-611-610		49.95	204750			01401	Telecommunications	01401	#805250394-00001
		DISC. TOTAL		1,374.01	ACH PRT TOTAL		.00							
00000	000086	VICK, EDDIE T	ETV 071416 01	7/14/2016	4100-021500-1244-253-210		26.00	204751			01401	Uniform Services	01401	PEIMBURSEMENT
		DISC. TOTAL		26.00	ACH PRT TOTAL		.00							
00000	000410	VIRGINIA ASSOCIATION OF	8293 01	7/07/2016	4100-061100 1201-611-630		150.00	204752			01401	Organization Membership	01401	FY16/17 DUES 2NDHALF
		DISC. TOTAL		150.00	ACH PRT TOTAL		.00							
00000	000496	WAREFIELD VOL FIRE DEPT	FY16/17	7/19/2016	4100 021500-2110-251-210 501		6,000.00	204753			01401	Warefield Vol Fire Dept	01401	LOCAL FUNDING
		DISC. TOTAL		6,000.00	ACH PRT TOTAL		.00							
00000	000402	WAVERLY RESCUE SQUAD, INC	FY16/17	7/19/2016	4100 021500-2110-253-210-521		6,000.00	204754			01401	Waverly Vol Rescue Squad	01401	LOCAL FUNDING
		DISC. TOTAL		6,000.00	ACH PRT TOTAL		.00							
00000	001572	WITMER, WILLIE	292	6/14/2016	4100-021500-1265-251-210		3,483.00	204755			01401	Vehicle Maintenance & Repairs	01401	SUSSEX PUBLIC SAFETY
00000	001572		293	6/14/2016	4100-021500-1265-251-210		122.92	204755			01401	Vehicle Maintenance & Repairs	01401	SUSSEX PUBLIC SAFETY
		DISC. TOTAL		3,605.92	ACH PRT TOTAL		.00							
00000	000087	VAU CHIEF AUTO PARTS INC	518547	7/08/2016	4100-021600-1247-261-210		25.94	204756			01401	Janitorial Supplies	01401	ACCT# 27400
		DISC. TOTAL		25.94	ACH PRT TOTAL		.00							
00000	000039			7/10/2016	4100-021600-1247-261-210		182,321.37				01401	Janitorial Supplies	01401	ACCT# 27400
		DISC. TOTAL		182,321.37	ACH PRT TOTAL		.00							

I HEREBY APPROVE THIS REGISTER FOR PAYMENT WITH EXCEPTIONS LISTED BELOW OR PREVIOUSLY DOCUMENTED
 THE TOTAL 182,321.37 EQUALS THE WEEKLY LAG SHEET TOTALS AS ADJUSTED

DATE 7/22/2016
 TIME 14:02:20
 BY *[Signature]*
 TITLE DIRECTOR OF FINANCE
 DEPARTMENT DEBRAH DAVIS, CO. ADMIN

DATE 7/22/16
 TIME 14:02:20
 BY *[Signature]*
 TITLE DIRECTOR OF FINANCE
 DEPARTMENT DEBRAH DAVIS, CO. ADMIN

P.O. NO	VENDOR NAME	INVOICE NO	INVOICE DATE	A/P ACCBL	ACCOUNT NO.	NET AMOUNT	CHECK NO.	ACH PRT	ACH G/L	ACCOUNT DESC	BATCH INV DESCRIPTION
00000	999999 EROLA HARRIS JONES	000001612160510JU	5/10/2016	ACH PRT TOTAL	4100 061100-1213-611-610	30.00	204770			Witness Fees 30.00	01404 JUROP PAYMNT
	DISC. TOTAL	00			00 CPA PRT TOTAL	.00		TOTAL			
00000	999999 GAIL BASS VEITJEY	000001092160510JU	5/10/2016	ACH PRT TOTAL	4100 061100-1213-611-610	30.00	204771			Witness Fees 30.00	01404 JUROP PAYMNT
	DISC. TOTAL	00			00 CPA PRT TOTAL	.00		TOTAL			
00000	999999 JASON A COMVEY	000001610160510JU	5/10/2016	ACH PRT TOTAL	4100 061100-1213-611-610	30.00	204772			Witness Fees 30.00	01404 JUROP PAYMNT
	DISC. TOTAL	00			00 CPA PRT TOTAL	.00		TOTAL			
00000	999999 PRESTON BRYANT HARRELL	00000044160510JU	5/10/2016	ACH PRT TOTAL	4100 061100-1213-611-610	30.00	204773			Witness Fees 30.00	01404 JUROP PAYMNT
	DISC. TOTAL	00			00 CPA PRT TOTAL	.00		TOTAL			
00000	999999 TERRY GREEN MASSENBURG	000000644160510JU	5/10/2016	ACH PRT TOTAL	4100 061100-1213-611-610	30.00	204774			Witness Fees 30.00	01404 JUROP PAYMNT
	DISC. TOTAL	00			00 CPA PRT TOTAL	.00		TOTAL			
00000	999999 WAYNE O JONES	000001611160510JU	5/10/2016	ACH PRT TOTAL	4100 061100-1213-611-610	30.00	204775			Witness Fees 30.00	01404 JUROP PAYMNT
	DISC. TOTAL	00			00 CPA PRT TOTAL	.00		TOTAL			
					00 CPA PRT TOTAL	.00		TOTAL		180.00	
					00 CPA PRT TOTAL	.00		TOTAL		180.00	

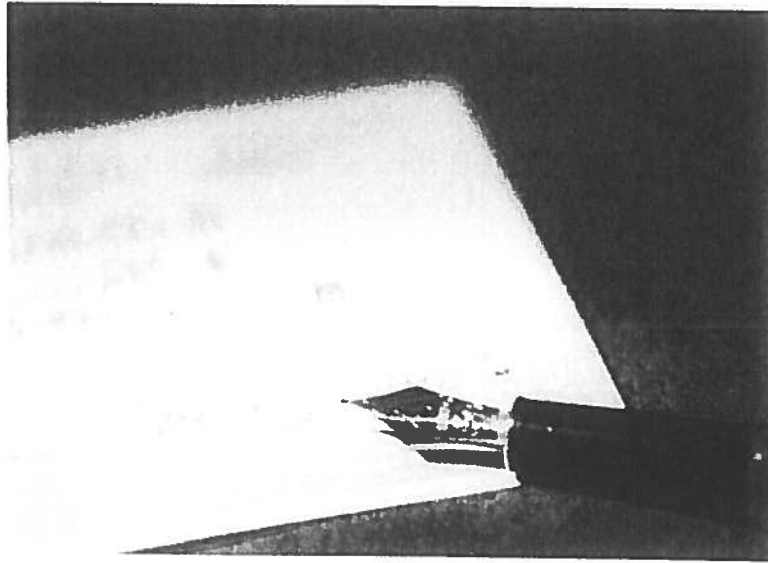
I HEREBY APPROVE THIS REGISTER FOR PAYMENT WITH EXCEPTIONS LISTED BELOW OR PREVIOUSLY DOCUMENTED THE TOTAL 180.00 - EQUALS THE WEEKLY LOG SHEET TOTALS AS ADMINISTERED

DATE 7/29/2016
 DATE 7/29/16
 DEBORAH DAVIS, CO ADMIN
 CHIEF F. WOODRUFF, TPEAC

P O NO	VENDOR NO	VENDOR NAME	INVOICE NO	INVOICE DATE	A/P ACCL	ACCOUNT	NET AMOUNT	CHECK NO	ACH PRT	ACH AMT	BATCH INV DESCRIPTION
00000 000342	AGRI VA, INC		488776	6/24/2016		4100-021200-1274-221-210	17.97	204776		204776	Grounds Maintenance & Repairs 01403 ACCT# 60039
00000 000342			488776	6/24/2016		4100-021200-1274-221-210	14.97	204776		204776	Grounds Maintenance & Repairs 01403 ACCT# 60039
						CHECK TOTAL	32.94				
00000 000842	AMERICAS PETERSBURG		1054163809	7/15/2016		4100-021200-1274-221-210	484.21	204777		204777	Propane Gas 01403 ACCT# 200142739
						CHECK TOTAL	484.21				
00000 001011	NATHEA BLUE CROSSA SHIELD CTYGRP20		071216	7/12/2016		4100-051500-1293-551-510	990.69	204778		204778	Inmate Medical Expenses 01403 CTYGRP 20 END 06/16
						CHECK TOTAL	990.69				
00000 000010	BANK OF SOUTHSIDE VA		0016 0716 01	6/10/2016		4100-051100-1264-512-510	55.01	204779		204779	Gasoline/Mileage-Non Training 01403 R. BELL ACCT.
00000 000010			0016 0716 02	6/17/2016		4100-051100-1265-512-510	59.85	204779		204779	Vehicle Maintenance & Repairs 01403 R. BELL ACCT.
00000 000010			0081 0716 01	6/27/2016		4100-051100-1245-512-510	44.00	204779		204779	Law Enforcement Supplies 01403 D. MCKENZIE ACCT.
00000 000010			0099 0716 01	6/17/2016		4100-051100-1264-512-510	18.04	204779		204779	Gasoline/Mileage-Non Training 01403 SHERIFF DEPT. ACCT.
00000 000010			0123 0716 01	6/08/2016		4100-051500-1246-551-510	8.49	204779		204779	Food Supplies 01404 V. GIVENS ACCT.
00000 000010			0124 0716 02	6/10/2016		4100-051500-1205-551-510	27.83	204779		204779	Meals 01403 V. GIVENS ACCT.
00000 000010			0124 0716 04	6/11/2016		4100-051500-1209-551-510	8.98	204779		204779	Miscellaneous Others 01403 V. GIVENS ACCT.
00000 000010			0123 0716 04	6/14/2016		4100-051500-1272-551-510	14.08	204779		204779	Building Maintenance & Repair 01403 V. GIVENS ACCT.
00000 000010			0123 0716 05	6/15/2016		4100-051500-1246-551-510	8.49	204779		204779	Food Supplies 01403 V. GIVENS ACCT.
00000 000010			0123 0716 06	6/21/2016		4100-051500-1272-551-510	17.91	204779		204779	Building Maintenance & Repair 01403 V. GIVENS ACCT.
00000 000010			0123 0716 07	6/21/2016		4100-051500-1272-551-510	22.28	204779		204779	Building Maintenance & Repair 01403 V. GIVENS ACCT.
00000 000010			0123 0716 08	6/23/2016		4100-051500-1272-551-510	121.85	204779		204779	Building Maintenance & Repair 01403 V. GIVENS ACCT.
00000 000010			0123 0716 09	6/24/2016		4100-051500-1234-551-510	15.00	204779		204779	Telecommunications 01403 V. GIVENS ACCT.
00000 000010			0123 0716 10	6/29/2016		4100-051500-1272-551-510	99.99	204779		204779	Building Maintenance & Repair 01403 V. GIVENS ACCT.
						CHECK TOTAL	521.79			521.79	
00000 000010	BANK OF SOUTHSIDE VA		0123 0716 11	6/29/2016		4100-051500-1272-551-510	111.13	204780		204780	Building Maintenance & Repair 01403 V. GIVENS ACCT.
00000 000010			0123 0716 12	7/01/2016		4100-051100-1299-512-510	15.03	204780		204780	Miscellaneous Others 01403 V. GIVENS ACCT.
00000 000010			0123 0716 13	7/06/2016		4100-051500-1272-551-510	43.58	204780		204780	Building Maintenance & Repair 01403 V. GIVENS ACCT.
00000 000010			0123 0716 14	7/06/2016		4100-051500-1272-551-510	103.24	204780		204780	Building Maintenance & Repair 01403 V. GIVENS ACCT.
00000 000010			0123 0716 15	7/08/2016		4100-051500-1272-551-510	134.00	204780		204780	Building Maintenance & Repair 01403 V. GIVENS ACCT.
00000 000010			0156 0716 01	6/13/2016		4100-051500-1234-551-510	14.00	204780		204780	Telecommunications 01403 S. CHAPPELL ACCT.
00000 000010			0156 0716 02	6/26/2016		4100-051500-1244-551-510	89.95	204780		204780	Uniform Services 01403 S. CHAPPELL ACCT.
00000 000010			0164 0716 01	6/23/2016		4100-051100-1245-512-510	27.36	204780		204780	Law Enforcement Supplies 01403 J. OGBURN ACCT.
00000 000010			0172 0716 01	6/15/2016		4100-051100-1205-512-510	24.50	204780		204780	Meals 01401 V. RICKS ACCT.
						CHECK TOTAL	562.79			562.79	
00000 000271	BOBBY'S BODY & FRAM WORKS		FOH102 17	7/11/2016		4100-021600-1265-262-210	150.00	204781		204781	Vehicle Maintenance & Repairs 01403 SUSSEX-ENVIP INSP
						CHECK TOTAL	150.00			150.00	
00000 000360	BUSINESS DATA OF VA., INC		1524-2016	7/14/2016		4100-031100-1229-111-310	125.00	204782		204782	Other Professional Services 01403 SUSSEX COMM OF REV
						CHECK TOTAL	125.00			125.00	
00000 001251	CABIN JOINT VETERINARY		47277	7/19/2016		4100-021600-1227-261-210	437.50	204783		204783	Medical Services 01403 ACCT# 1707
						CHECK TOTAL	437.50			437.50	
00000 001485	CENTRAL AGRIBUSINESS		488813	7/15/2016		4100-051500-1246-551-510	88.20	204784		204784	Food Supplies 01401 SUSSEX SHERIFF OFFIC
						CHECK TOTAL	88.20			88.20	
00000 001114	CHOWAH BASIN SOILS WATER		FY16/17	7/18/2016		4100-081100-2110-823-810	1,355.00	204785		204785	Chowah Basin Soil & Water Con 01403 FY16/17 ALLOCATION
						CHECK TOTAL	1,355.00			1,355.00	

P.O. NO.	VENOR NO.	VENOR NAME	INVOICE NO.	INVOICE DATE	A/P ACCPL	ACCOUNT NO.	NET AMOUNT	CHECK NO.	ACH PRT	ACH DESC	HATCH INV DESCRIPTION
00000	001046		434246511	0716		4100-041100-1234-111-410	17.91	204799		Telecommunications	01403 ACCTH 08692926192
00000	001046		434246511	0716		4100-011100-1234-311-410	11.59	204799		Telecommunications	01403 ACCTH 08692926192
00000	001046		434246511	0716		4100-063100-1234-631-630	15.16	204799		Telecommunications	01403 ACCTH 08692926192
00000	001046		434246511	0716		4100-063100-1234-631-620	27.73	204799		Telecommunications	01403 ACCTH 08692926192
00000	001046		434246511	0716		4100-063100-1234-633-630	2.77	204799		Telecommunications	01403 ACCTH 08692926192
00000	001046		434246511	0716		4100-063100-1234-633-610	1.51	204799		Telecommunications	01403 ACCTH 08692926192
00000	001046		434246511	0716		4100-063100-1234-611-610	36.85	204799		Telecommunications	01403 ACCTH 08692926192
00000	001046		434246511	0716		4100-063100-1234-612-610	19.96	204799		VA Cooperative Extension	01403 ACCTH 08692926192
00000	001046		434246511	0716		4100-081300-2110-822-810	8.32	204799		Telecommunications	01403 ACCTH 08692926192
00000	001046		434246511	0716		4100-061100-1234-613-610	88.99	204799		Telecommunications	01403 ACCTH 08692926192
00000	001046		434246511	0716		4100-091100-1234-512-510	09	204799		Telecommunications	01403 ACCTH 08692926192
00000	001046		434246511	0716		4100-021600-1234-262-210	84.11	204799		Telecommunications	01403 ACCTH 08692926192
00000	001046		434246511	0716		4105-071100-1234-711-710	.00			199.93	
			DISC TOTAL			ACH PRT TOTAL				TOTAL	
00000	000056	OWEN KORD, INC	FOC559196	5/04/2016		4100-051100-1285-512-510	55.92	204799		Vehicle Maintenance & Repairs	01403 ACCTH 1241
00000	000056		FOC559530	5/26/2016		4100-051100-1285-512-510	597.34	204799		Vehicle Maintenance & Repairs	01403 ACCTH 1241
			DISC TOTAL			ACH PRT TOTAL				TOTAL	
00000	000150	PATE DAWSON COMPANY	845354	7/14/2016		4100-051500-1236-551-510	2,948.43	204800		Food Supplies	01403 ACCTH 91033
			DISC TOTAL			ACH PRT TOTAL				TOTAL	
00000	001402	PERRY DUHH	GIBHILL01	16/17		4100-021600-1295-266-210	1,400.00	204801		Maintenance Service Contract	01403 GIN HILL LANDFILL
00000	001402		ROBOARD01	16/17		4100-021600-1295-266-210	2,000.00	204801		Maintenance Service Contract	01403 ROBINSON ROAD
			DISC TOTAL			ACH PRT TOTAL				TOTAL	
00000	000765	PROTECT PIPE	12536	7/13/2016		4100-051500-1273-551-510	155.00	204802		Building Systems Main & Repairs	01403 SUSSEX SHERIFF DEPT
			DISC TOTAL			ACH PRT TOTAL				TOTAL	
00000	000701	KCU	JULY 2016	7/05/2016		4100-051500-1234-551-510	35.55	204803		Telecommunications	01403 H2501-0109465-01
			DISC TOTAL			ACH PRT TOTAL				TOTAL	
00000	001571	SHI INTERNATIONAL CORP	H05137497	6/21/2016		4100-021700-1258-271-210	6,529.93	204804		Computer Software/application	01403 ACCTH 1069090
			DISC TOTAL			ACH PRT TOTAL				TOTAL	
00000	000901	SIXTH CIRCUIT COURT OF VA	AUGUST 2016	7/20/2016		4100-061100-1241-611-610	231.04	204805		Office Supplies	01403 OFFICE EXPENSES
			DISC TOTAL			ACH PRT TOTAL				TOTAL	
00000	000968	SIXTH JUDICIAL CIRCUIT	AUGUST 2016	7/20/2016		4100-061100-1241-611-610	231.04	204806		Office Supplies	01403 OFFICE EXPENSES
			DISC TOTAL			ACH PRT TOTAL				TOTAL	
00000	000139	STONY CREEK HEALTH CENTER	126593	6/22/2016		4100-051500-1293-551-510	61.00	204807		Inmate Medical Expenses	01403 GELINA, JEFFREY
00000	000139		126728	6/28/2016		4100-051500-1293-551-510	56.00	204807		Inmate Medical Expenses	01403 HOPTON, TROY
			DISC TOTAL			ACH PRT TOTAL				TOTAL	
00000	000162	SUPPOK ENERGIES INC	945705	6/30/2016		4100-051100-1264-512-510	81.48	204808		Gasoline/Airfare-Non Training	01403 ACCTH 66740152
			DISC TOTAL			ACH PRT TOTAL				TOTAL	
00000	000658	SUSSEX CO. YOUTH & ADULT	FY16/17	7/13/2016		4100-081600-2110-840-810	6,000.00	204809		Sussex Youth & Adult Recreat	01403 FY16/17 ALLOCATION
			DISC TOTAL			ACH PRT TOTAL				TOTAL	
00000	000499	SUSSEX COURTHOUSE VOL.	FY16/17	7/25/2016		4100-021500-2110-251-210-500	6,000.00	204810		Courthouse Vol Fire Dept	01403 LOCAL FUNDING
			DISC TOTAL			ACH PRT TOTAL				TOTAL	

PAYROLL DEDUCTION CHECKS



EMP ID	EMP NO	VENOR NAME	EMPLOYEE NO.	EMPLOYEE DATE	EMPLOYEE	AMOUNT	NET AMOUNT	CHECK NO	DESCRIPTION	BANK
00000	000245	AFLAC	DC040160716160700	7/15/2016	100-000200-0100	394.21	204637			00000
00000	000245		DC040160716160700	7/15/2016	100-000200-0100	290.35	204637			00000
00000	000245		DC041160716160700	7/15/2016	100-000200-0100	764.00	204637			00000
00000	000245		DC041160716160700	7/15/2016	100-000200-0100	304.50	204637			00000
					CHECK TOTAL	1,753.12				
00000	000970	CARL H BATES	DC062160716160700	7/15/2016	100-000200-0100	953.50	204638			00000
00000	000970		DC062160716160700	7/15/2016	100-000200-0100	657.50	204638			00000
					CHECK TOTAL	1,611.00				
00000	001596	CASH ON HAND	DC070160716160700	7/15/2016	100-000200-0100	125.32	204639			00000
					CHECK TOTAL	125.32				
00000	001397	LEGAH HILL	DC097160716160700	7/15/2016	100-000200-0100	9.42	204640			00000
00000	001397		DC097160716160700	7/15/2016	100-000200-0100	14.95	204640			00000
					CHECK TOTAL	24.37				
00000	001516	MICHAEL P. CUTLER, TRUSTEE	DC1109160716160700	7/15/2016	100-000200-0100	200.00	204641			00000
					CHECK TOTAL	200.00				
00000	001021	HUMESOVA LIFE INS CO	DC220160716160700	7/15/2016	100-000200-0100	311.90	204642			00000
00000	001021		DC220160716160700	7/15/2016	100-000200-0100	108.96	204642			00000
					CHECK TOTAL	420.86				
00000	000872	NATIONWIDE RETIREMENT	DC0309160716160700	7/15/2016	100-000200-0100	1,949.75	204643			00000
00000	000872		DC0309160716160700	7/15/2016	100-000200-0100	68.40	204643			00000
					CHECK TOTAL	2,018.15				
00000	001560	SUZANNE E WALK, TRUSTEE	DC1107160716160700	7/15/2016	100-000200-0100	366.00	204644			00000
					CHECK TOTAL	366.00				
00000	000779	TREASURER OF SUSBEE CO	DC0001160716160700	7/15/2016	100-000200-0100	20,111.00	204645			00000
00000	000779		DC0001160716160700	7/15/2016	100-000200-0100	9,447.00	204645			00000
00000	000779		DC0003160716160700	7/15/2016	100-000200-0100	626.00	204645			00000
00000	000779		DC0004160716160700	7/15/2016	100-000200-0100	1,828.00	204645			00000
00000	000779		DC0006160716160700	7/15/2016	100-000200-0100	769.50	204645			00000
00000	000779		DC0009160716160700	7/15/2016	100-000200-0100	527.50	204645			00000
00000	000779		DC0013160716160700	7/15/2016	100-000200-0100	914.00	204645			00000
					CHECK TOTAL	33,413.00				
00000	000247	TREASURER OF VIRGINIA	DC0808160716160700	7/15/2016	100-000200-0100	962.00	204646			00000
					CHECK TOTAL	962.00				
00000	000831	VALIC	DC03160716160700	7/15/2016	100-000200-0100	52.15	204647			00000
00000	000831		DC03160716160700	7/15/2016	100-000200-0100	29.59	204647			00000
					CHECK TOTAL	81.74				
00000	001027	VALIC RETIREMENT	DC091160716160700	7/15/2016	100-000200-0100	40.00	204648			00000
00000	001027		DC091160716160700	7/15/2016	100-000200-0100	50.00	204648			00000
					CHECK TOTAL	90.00				

PAY NO	VERB NO	VERB DATE	INVOICE NO	INVOICE DATE	ACCOUNT NO	CHECK NO	AMOUNT	DESCRIPTION	MATCH
00000	000245	AFIAC	DC041160741160700	7/29/2016	100-000200-0100-	204757	204757		00000
00000	000245		DC041160741160700	7/29/2016	105-000200-0100-	204757	204757		00000
00000	000245		DC041160741160700	7/29/2016	100-000200-0100-	204757	204757		00000
00000	000245		DC041160741160700	7/29/2016	105-000200-0100-	204757	204757		00000
					CHECK TOTAL		2,274.17		
00000	000970	CAPL M KATEL, CHEFLA TRUB	DC062160741160700	7/29/2016	100-000200-0100-	204754	204754		00000
00000	000970		DC062160741160700	7/29/2016	105-000200-0100-	204754	204754		00000
					CHECK TOTAL		1,621.00		
00000	001596	CASH - H FIDAR-LAL SERV.	DC034160741160700	7/29/2016	100-000200-0100-	204755	204755		00000
					CHECK TOTAL		314.60		
00000	001397	LEGAL SHIELD	DC097160741160700	7/29/2016	100-000200-0100-	204760	204760		00000
00000	001397		DC097160741160700	7/29/2016	105-000200-0100-	204760	204760		00000
					CHECK TOTAL		34.43		
00000	001576	MICHAEL P. COOPER, TRUSTEE	DC109160741160700	7/29/2016	100-000200-0100-	204761	204761		00000
					CHECK TOTAL		208.00		
00000	001021	MTHRESHOTA LIFE INS	DC200160741160700	7/29/2016	100-000200-0100-	204762	204762		00000
00000	001021		DC200160741160700	7/29/2016	105-000200-0100-	204762	204762		00000
					CHECK TOTAL		420.86		
00000	000872	MAYORRICH RETIREMENT	DC090160741160700	7/29/2016	100-000200-0100-	204763	204763		00000
00000	000872		DC090160741160700	7/29/2016	105-000200-0100-	204763	204763		00000
					CHECK TOTAL		2,017.20		
00000	001568	SUZANNE E WADE, TRUSTEE	DC107160741160700	7/29/2016	105-000200-0100-	204764	204764		00000
					CHECK TOTAL		160.00		
00000	000779	TREASURER OF SENECA CO	DC001160741160700	7/29/2016	100-000200-0100-	204765	204765		00000
00000	000779		DC001160741160700	7/29/2016	105-000200-0100-	204765	204765		00000
00000	000779		DC003160741160700	7/29/2016	100-000200-0100-	204765	204765		00000
00000	000779		DC006160741160700	7/29/2016	100-000200-0100-	204765	204765		00000
00000	000779		DC012160741160700	7/29/2016	100-000200-0100-	204765	204765		00000
					CHECK TOTAL		30,164.50		
00000	000247	TREASURER OF VIRGINIA	DC000160741160700	7/29/2016	100-000200-0100-	204766	204766		00000
					CHECK TOTAL		602.00		
00000	000841	VALIC	DC004160741160700	7/29/2016	100-000200-0100-	204767	204767		00000
00000	000841		DC004160741160700	7/29/2016	105-000200-0100-	204767	204767		00000
					CHECK TOTAL		81.74		
00000	001027	VALIC RETIREMENT	DC001160741160700	7/29/2016	100-000200-0100-	204768	204768		00000
00000	001027		DC001160741160700	7/29/2016	105-000200-0100-	204768	204768		00000
					CHECK TOTAL		90.00		

AGENDA ITEM 2.03
(Consent Agenda Item)
Request For Budget Appropriations – General Registrar

=====

Following this summary sheet is documentation from the Treasurer and General Registrar explaining the need for budget appropriations for the office of the General Registrar.

Request: That the Board of Supervisors approves of the following budget appropriations:

Primary Expenditures:

4 100 23100 1233 291 230	Printing	\$ 548.66
4 100 23100 1229 291 230	Other professional services	\$ 5,337.10
4 100 23100 1253 291 230	Equipment Lease/Purchased	<u>\$ 8,625.00</u>
	Total all budget appropriations	\$14,510.76
	State share	\$11,700.00
	Local	<u>2,810.76</u>
		\$14,510.76

Sussex County - Onnie L. Woodruff, Treasurer

Please add the following Budget Appropriations to the Consent Agenda for the August 2016 Board Meeting

TYPE OF APPRO.	R/E	FD	DEPT	ACCT	Cost Ctr.	DESCRIPTION	DEBIT	CREDIT
FOR AUGUST 2016 MEETING CONSENT AGENDA								
						PRIMARY EXPENDITURES		
BA	4	100	23100	1233	291	230 Printing	548.66	
BA	4	100	23100	1229	291	230 Other Professional Services	5,337.10	
BA	4	100	23100	1253	291	230 Equipment Lease/Purchased	8,625.00	
						Total all Budget Appropriations	<u>14,510.76</u>	
						State Share	11,700.00	
						Local Share	<u>2,810.76</u>	
							<u>14,510.76</u>	

These are the mandatory ballots, equipment and office supplies required for the February dual President Primary. On June 29, 2016, the State Compensation Board reimbursed the County \$11,700 for their shared cost. Please appropriate \$14,510.76 to pay for these two bills which was incurred in FYE16 and will be accrued for that year.

Atlantic Election Services, Inc.

VOTING MACHINE SERVICE AND SALES

2120 Normandstone Drive
Midlothian, VA 23113-9651
Cell (804)337-6095 Fax (804)379-7966
ELECTSERVE@AOL.COM

EIN: 540923209

INVOICE # 2016-1

1 June 2016

Mr. William R. Jenkins
Director of Elections and General Registrar
County of Sussex
PO Box 1302
Sussex, VA 23884-0302

1 Dominion Voting Systems, Inc. Image Cast Evolution Ballot Scanner,
Ballot Tabulator and Ballot Marking Devices together with 1 "The Vision"
plastic ballot bins @ \$8,625.00, each, delivered with 1 year warranty \$8,625.00

Thank You!
We appreciate your business!

23100-291-1253-230

William R. Jenkins 6/30/16

1972-2016

OUR EXPERIENCE AT YOUR SERVICE FOR 44 YEARS!

A Service Charge of 18% Per Annum will apply 30 days after invoice date.

Atlantic Election Services, Inc.

VOTING MACHINE SERVICE AND SALES

2120 Normandstone Drive
Midlothian, VA 23113-9651
Cell (804)337-6095 Fax (804)379-7966
ELECTSERVE@AOL.COM

EIN: 540923209

INVOICE * 2014-2

23 June 2016

Mr. William R. Jenkins
Director of Elections and General Registrar
County of Sussex
PO Box 1302
Sussex, VA 23884-0302

600 Official Paper Ballots; Democrat Party Congressional Primary	
400 Official Paper Ballots; Republican Party Congressional Primary	\$298.00 *
UPS	11.25 *
300 Official ICE ballots; Democrat Party Congressional Primary	
5 Samples	
300 Official ICE ballots; Republican Party Congressional Primary	
5 Samples	215.00 *
UPS	24.21 *
2 Ballot style election AVC Edge voting machine election ballot coding	1,450.00
14 AVC Edge voting machines programmed, test voted, sealed and	
7C envelope information recorded	980.00
1 ICE voting machine programmed, test voted, sealed and	
7C envelope information recorded	84.00
30 AVC Edge voting machine sample ballots; Democrat Party Congressional	
Primary	
30 AVC Edge voting machine sample ballots; Republican Party Congressional	
Primary	47.00
UPS	10.85
17 Manhours labor @ \$84.00/manhour; Election Day Service	1,428.00
194 Miles @ \$0.55/mile	106.70
11 Precinct's voting machines delivered to polling places for election and	
returned to storage afterward	1,540.00
Total	\$5,885.76

Thank You!

We appreciate your business!

\$548.66 * → 23100-291-1233-230 ✓
\$5337.10 / the rest → 23100-291-1229-230 ✓
1972-2016

OUR EXPERIENCE AT YOUR SERVICE FOR 44 YEARS!

A Service Charge of 18% Per Annum will apply 30 days after invoice date.

AGENDA ITEM 2.04

(Consent Agenda Item)

Acceptance of Department of Criminal Justice Services Grant

Staff is in receipt of an announcement from the Department of Criminal Justice Services Grant # 17-T9574VG15 for the Victim Witness Program. The grant has been approved in the amount of \$58,519.00 in Federal Funds and \$19,506.00 in State General Funds for a total award of \$78,025.00.

Please see the grant information and supporting documentation which follow this summary sheet.

Request: That the Board of Supervisors accepts the Department of Criminal Justice Services Grant #17-T9574VG15 for the Victim Witness Program, in the amount of \$58,519.00 in Federal Funds and \$19,506.00 in State General Funds for a total award of \$78,025.00 and appropriates same.



RECEIVED

AUG 01 2016

SUSSEX COUNTY
ADMINISTRATION

COMMONWEALTH of VIRGINIA

Department of Criminal Justice Services

Francine C. Ecker
Director

1100 Bank Street
Richmond, Virginia 23219
(804) 786-4000
TDD (804) 786-8732

July 25, 2016

Ms. Deborah Davis
County Administrator
Sussex County
P. O. Box 1397
Sussex, VA 23884

Title: Victim Witness Program

Dear Ms. Davis:

I am pleased to advise you that grant number **17-T9574VG15** for the above-referenced grant program has been approved in the amount of \$58,519.00 in Federal Funds and \$19,506.00 in State General Funds for a total award of \$78,025.00.

Enclosed you will find a Statement of Grant Award and a Statement of Grant Award Special Conditions. To indicate your acceptance of the award and conditions, please sign the award acceptance and return it to Janice Waddy, Grants Administrator, at the Department of Criminal Justice Services (DCJS). Please review the conditions carefully; as some require action on your part before we will disburse grant funds.

Also, enclosed are the Post Award Instructions and Reporting Requirements. Please refer to and read this information carefully as it contains details on processing financial and progress reports, as well as requesting awarded funds. ***Remember all financial and progress reports, budget amendment requests and request for funds must be processed through our online Grants Management Information System (GMIS).***

We appreciate your interest in this grant program and will be happy to assist you in any way we can to assure your project's success. If you have any questions, please contact Michelle Miles at (804) 225-1846 or by email at michelle.miles@dcjs.virginia.gov.

Sincerely,

Francine C. Ecker
Director

Enclosures

cc: Ms. Antoinette C. Morris, V/W Director
Ms. Kelly W. Moore, Accounts Payable Clerk
Ms. Michelle Miles, DCJS Monitor

Criminal Justice Services Board • Committee on Training • Advisory Committee on Juvenile Justice and Prevention
Advisory Committee to the Court Appointed Special Advocate and Children's Justice Act Programs
Advisory Committee on Sexual and Domestic Violence • Private Security Services Advisory Board

Department of Criminal Justice Services

1100 Bank Street, 12th Floor, Richmond, VA 23219

Statement of Grant Award/Acceptance

Subgrantee: Sussex County		Date: July 26, 2016	
Grant Period:		Grant Number:	
From: 07/01/2016	Through: 06/30/2017	17-T9574VG15	

Project Director	Project Administrator	Finance Officer
Ms. Antoinette C. Morris V/W Director Sussex County P. O. Box 1389 Sussex, VA 23884 Phone: (434) 246-1085 Email: amorris@sussexcountyva.gov	Ms. Deborah Davis County Administrator Sussex County P. O. Box 1397 Sussex, VA 23884 Phone: (434) 246-1000 Email: ddavis@sussexcountyva.gov	Ms. Kelly W. Moore Accounts Payable Clerk Sussex County P. O. Box 1397 Sussex, VA 23884 Phone: (434) 246-1000 Email: kmoore@sussexcountyva.gov

Grant Award Budget

Budget Categories	DCJS Funds			Local	TOTALS
	Federal	General	Special		
Travel	\$0	\$0	\$0	\$0	\$0
Supplies/Other	\$0	\$0	\$0	\$0	\$0
Personnel	\$0	\$0	\$0	\$0	\$0
Indirect Cost	\$0	\$0	\$0	\$0	\$0
Equipment	\$0	\$0	\$0	\$0	\$0
Consultant	\$0	\$0	\$0	\$0	\$0
Totals	\$58,519	\$19,506	\$0	\$0	\$78,025

This grant is subject to all rules, regulations, and criteria included in the grant guidelines and the special conditions attached thereto.



Francine C. Ecker, Director

The undersigned, having received the Statement of Grant Award/Acceptance and the Conditions attached thereto, does hereby accept this grant and agree to the conditions pertaining thereto, this _____ day of _____, 20_____.

Signature: _____

Title: _____

STATEMENT OF GRANT AWARD SPECIAL CONDITIONS

Department of Criminal Justice Services
1100 Bank Street, 12th Floor
Richmond, Virginia 23219

For the Victim Witness Assistance Grant Program – Localities

Subgrantee: Sussex County

Grant Number: 17-T9574VG15

Federal Catalog Number: 16.575

Title: Victim Witness Program

Date: July 25, 2016

The following conditions are attached to and made a part of this grant award:

1. By signing the Statement of Grant Award/Acceptance, the grant recipient agrees:
 - to use the grant funds to carry out the activities described in the grant application, as modified by the terms and conditions attached to this award or by subsequent amendments approved by DCJS;
 - to adhere to the approved budget contained in this award and amendments made to it in accord with these terms and conditions;
 - to comply with all terms, conditions and assurances either attached to this award or submitted with the grant application;
 - to comply with the “Victim/Witness Grant Program Fiscal Year 2017 and 2018 Program Guidelines and Application Procedures,” dated February 8, 2016 and its Attachments. This includes compliance with Attachment 6 - “Final Program Guidelines, Victims of Crime Act, FFY 1997, Victim Assistance Program,” and includes a requirement that subgrantees maintain daily time and attendance records. (See Section B,8).
2. The subgrantee agrees to submit, on or before scheduled due dates, such reports as requested by DCJS on required forms. This includes filing required reports using the Client Information Management System (CIMS) and the online Grants Management Information System (GMIS).
3. The subgrantee agrees that it and all its contractors will comply with the following federal civil rights laws as applicable:
 - Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin in the delivery of services (42 U.S.C. § 2000d) and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart C;
 - The Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of race, color, national origin, religion, or sex in the delivery of services and employment practices (42 U.S.C. § 3789d(c)(1)), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart D;
 - Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in the delivery of services and employment practices (29 U.S.C. § 794), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart G;
 - Title II of the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disability in the delivery of services and employment practices (42 U.S.C. § 12132), and the DOJ implementing regulations at 28 C.F.R. Part 35;
 - Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities (20 U.S.C. § 1681), and the DOJ implementing regulations at 28 C.F.R. Part 54;
 - The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in the delivery of services (42 U.S.C. § 6102), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart I; and
 - The DOJ regulations on the Equal Treatment for Faith-Based Organizations, which prohibit discrimination on the basis of religion in the delivery of services and prohibit organizations from using DOJ funding for inherently religious activities (28 C.F.R. Part 38).
 - The Juvenile Justice and Delinquency Prevention Act of 1974, as amended, which prohibits discrimination in both employment and the delivery of services or benefits based on race, color, national origin, religion, and sex in JJDPA-funded programs or activities (42 U.S.C. § 5672(b)).
 - Section 1407 of the Victims of Crime Act (VOCA), as amended, which prohibits discrimination in both employment and the delivery of services or benefits on the basis of race, color, national origin, religion, sex, and disability in VOCA-funded programs or activities. (42 U.S.C. § 10604).

Statement of Grant Award Special Conditions (Continued)

4. The Subgrantee agrees that none of the funds appropriated or otherwise made available by this Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.
5. The Subgrantee agrees that notwithstanding any other provisions of law and in a manner consistent with other provisions in this Act, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat 1267; 5 U.S.C. App) and section 3145 of title 40, United States Code.
6. The Subgrantee will promptly refer to DOJ's Office of the Inspector General any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either (1) submitted a false claim for grant funds under the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.
7. The Subgrantee cannot use any federal funds, either directly or indirectly, in support of any contact or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP. In addition, the grantee will provide OVC with a draft copy of the letter of special condition for approval within 15 days.
8. The subgrantee agrees that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs.
9. Grant funds, including state and local match, may be expended and/or obligated during the grant period. All legal obligations must be liquidated no later than 90 days after the end of the grant period. The grant recipient agrees to supply a final grant financial report and return all received and unexpended grant funds (exclusive of local match) to DCJS within 90 days after the end of the grant liquidation period.
10. By accepting this grant, the recipient assures that funds made available through it will not be used to replace state or local funds that would, in the absence of this grant, be made available for the same purposes.
11. Subgrantee may follow their own established travel rates if they have an established travel policy. If subgrantee does not have an established policy, then they must adhere to state travel policy. The state allows reimbursement for actual reasonable expenses. Please refer to the following IRS website for the most current mileage rate: <http://www.irs.gov/taxpros/article/0,,id=156624,00.html>: Transportation costs for air and rail must be at coach rates.
12. Within 60 days of the starting date of the grant, the subgrantee must initiate the project funded. If not, the subgrantee must report to the DCJS, by letter, the steps taken to initiate the project, the reasons for the delay, and the expected starting date. If the project is not operational within 90 days of the start date, the subgrantee must obtain approval in writing from the DCJS for a new implementation date or the DCJS may cancel and terminate the project and redistribute the funds.
13. **No amendment to the approved budget may be made without the prior approval of DCJS. No more than two (2) budget amendments will be permitted during the grant period. Budget amendments must be requested using the online Grants Management Information System, (GMIS), accompanied with a narrative. No budget amendments will be allowed after April 30, 2017.**
14. The subgrantee agrees to forward a copy to the DCJS of the scheduled audit of this grant award.
15. All purchases for goods and services must comply with the Virginia Public Procurement Act. Procurement transactions, whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. An exemption to this regulation requires the prior approval of the DCJS and is only given in unusual circumstances. Any request for exemption must be submitted in writing to the DCJS. Permission to make sole source procurements must be obtained from DCJS in advance.

Statement of Grant Award Special Conditions (Continued)

16. Acceptance of this grant award by the local government applicant constitutes its agreement that it assumes full responsibility for the management of all aspects of the grant and the activities funded by the grant, including assuring proper fiscal management of and accounting for grant funds; assuring that personnel paid with grant funds are hired, supervised and evaluated in accord with the local government's established employment and personnel policies; and assuring that all terms, conditions and assurances—those submitted with the grant application, and those issued with this award—are complied with.
17. Any delegation of responsibility for carrying out grant-funded activities to an office or department not a part of the local government must be pursuant to a written memorandum of understanding by which the implementing office or department agrees to comply with all applicable grant terms, conditions and assurances. Any such delegation notwithstanding, the applicant acknowledges by its acceptance of the award its ultimate responsibility for compliance with all terms, conditions and assurances of the grant award.
18. **PROJECT INCOME:** Any funds generated as a direct result of DCJS grant funded projects are deemed project income. Project income must be reported on forms provided by DCJS. The following are examples of project income: Service fees; Client fees; Usage or Rental fees; sales of materials; income received from sale of seized and forfeited assets (cash, personal or real property included).
19. The recipient is required to certify and ensure that all aspects of personnel management and employment practices will be conducted in accordance with their local unit of government or state agency procedures, promoting equal employment opportunity. For example, the recipient must advertise for positions, interview candidates, hire, supervise, discipline, and separate program personnel in accordance with their local unit of government or state agency procedures promoting equal employment opportunity. Additionally, grantees must promptly notify DCJS whenever grant funded positions are vacated and must notify DCJS when such positions are filled.
20. All new Computer Processing Units (CPU's) purchased with grant funds must be protected by anti-virus software, which must be updated, as necessary. Before purchasing new computer equipment, the recipient is strongly encouraged to consult DCJS' IT Contact Specialists at (804) 786-4576 or (804) 225-4868, regarding any questions about basic CIMS installation requirements and compatibility.
21. In accordance with VOCA guidelines, grant funds may support membership in no more than three appropriate organizations.
22. No more than 5% of grant funded staff hours may be devoted to the provision services to witnesses.
23. Costs, including staff time, associated with the preparation of subpoenas cannot be supported with grant funds.
24. Email and internet access funded through the grant must be for official program use only.
25. **Any non-federal cash awarded in excess of 20% of the total grant award shall not be considered match. These non-federal funds are the only DCJS grant funds which may support appropriate service coordination or other appropriate activities advancing the delivery of direct services which may not be supported with federal funds.**

Coordination activities may include serving on state or local task forces, commissions, working groups, coalitions, and/or multi-disciplinary teams. Coordination efforts also include developing written agreements that contribute to better and more comprehensive services to crime victims.
26. When there is any personnel change in the program, the recipient agrees to submit the DCJS Program Change/ Update form available on the DCJS website at: <http://www.dcjs.virginia.gov/forms/sectionForms.cfm?code=9&program=victims>.
27. Subgrantee agrees that DCJS, the Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFC) and its representatives shall be granted access to and the right to examine all records, books, paper or documents related to the VOCA grant.

Statement of Grant Award Special Conditions (Continued)

28. Unless otherwise stated, Special conditions listed in item 29 must be met by September 30, 2016. If they remain unmet after this date, then the subgrantee must report to the DCJS, by letter, the steps taken to achieve compliance, the reasons for non-compliance, and the expected date of compliance. DCJS may terminate grant funding based upon unexplained or unreasonable failure to substantially comply with special conditions within reasonable specified timeframes.
29. Prior to DCJS disbursing funds, the Subgrantee must comply with the following special conditions:
- a) Please revise your budget and budget narrative to reflect the following changes: The grant application included a significant salary increase. The need for the requested increase was not adequately demonstrated or apparent. Please fully describe the rationale used to determine the level of compensation requested and document that the requested amount is consistent with the agency or local unit of government's compensation plan. The requested compensation level should be further documented by comparison of the scope and complexity of work performed to other similar positions receiving similar pay. Endorsement of the request by agency or local government human resource staff responsible for compensation plan administration is required and should include assurance that requested expenses are not covered by any other funding source. Please contact your DCJS grant monitor for additional guidance.
 - b) Provide more information about travel and training requests in line item and budget narrative. These should include estimated mileage/airfare/per diem etc.
 - c) FY2018 - Given adequate available funding and satisfactory program performance, DCJS currently projects a 2% annual increase in the award.



COMMONWEALTH of VIRGINIA

Department of Criminal Justice Services

Francine C. Ecker
Director

1100 Bank Street
Richmond, Virginia 23219
(804) 786-4000
TDD (804) 386-8732

NOTICE

To: Grants Project Administrator
From: Janice Waddy, DCJS Grants Administrator
Re: Post Award Instructions and Reporting Requirements
PLEASE READ VERY CAREFULLY

GRANT AWARD AND SPECIAL CONDITIONS:

Please review your Award and Special Conditions very carefully. *Pay attention to the last Special Condition listed. This Special Condition may require additional documentation from you before grant funds can be released.* Sign and date the grant award acceptance and submit any Special Condition documentation to:

Office of Grants Management
Attn: Janice Waddy, Manager
Department of Criminal Justice Services
1100 Bank Street, 12th Floor
Richmond, Virginia 23219

REPORTING REQUIREMENTS

By accepting the accompanying grant award, you are agreeing to submit online quarterly progress and financial reports for this grant throughout the grant period, as well as final reports to close the grant. **No eligible current recipient of funding will be considered for continuation funding if, as of the continuation application due date, any of the required Financial and Progress reports for the current grant are more than thirty (30) days overdue.** For good cause, submitted in writing by the grant recipient, DCJS may waive this provision.

Financial reports and *progress reports** are due no later than the close of business on the 12th working day after the end of the quarter (**except PAPIS Pre- and Post- Incarceration Services reports, which are due by the last working day of the end of the following month*). Also, *V-STOP progress reports are submitted on semi-annual basis 12th working day after 6/30 and 12/31 quarters.* Reports are required even if no expenditures have occurred during the quarter. **Requests for Funds will not be honored from grant recipients who do not fulfill this reporting obligation.** A schedule of due dates is also attached for your reference.

❑ **PROGRESS REPORTS**

Refer to our website: <http://www.dcjs.virginia.gov/> for submitting progress reports through the online Grants Management Information System (GMIS). In order to use this web-based system, if you have not previously done so, you must obtain a user name and password set up by your Finance Officer, whose name and contact information is listed on the attached Grant Statement of Award/Acceptance. You are required to use the online system to submit your progress reports. **Paper copies of Progress Reports are no longer accepted.**

❑ **FINANCIAL REPORTS**

Refer to our website for submitting financial reports through our online Grants Management Information System (GMIS). In order to use this web-based system, if you have not previously done so, you must obtain a user name and password set up by your Finance Officer, whose name and contact information is listed on the attached Grant Statement of Award/Acceptance. The address is <http://www.dcjs.virginia.gov/grantsAdministration/gmis/index.cfm?menuLevel=4>. **Paper copies of the financial reports are no longer accepted. You are required to use the online system in reporting your expenditures.**

❑ **REQUESTING GRANT FUNDS**

Refer to our website for requesting funds through our online Grants Management Information System (GMIS). In order to use this web-based system, if you have not previously done so, you must obtain a user name and password set up by your Finance Officer, whose name and contact information is listed on the attached Grant Statement of Award/Acceptance. *Please note you can access this system using the same password assigned for the online financial reporting system. The address is <http://www.dcjs.virginia.gov/grantsAdministration/gmis/index.cfm?menuLevel=4>. **You are required to use the online system for requesting funds.**

❑ **BUDGET AMENDMENTS**

Budgets can be amended in most DCJS grant programs with prior approval. Please review your special conditions carefully to determine the requirements and procedures for amending budgets. Refer to our website for the online Grants Management Information System. *Please note again that you can access this system using the same password assigned for the online financial reporting system. The address is <http://www.dcjs.virginia.gov/grantsAdministration/gmis/index.cfm?menuLevel=4>. **Paper copies of the Budget Amendments are no longer be accepted! You are required to use the online system for submitting budget amendments.**

If you have any questions, please contact Beverly Johnson at (804) 786-9055 or by e-mail at beverly.johnson@dcjs.virginia.gov.

**PROJECTED DUE DATES
FINANCIAL & PROGRESS REPORTS**

Reports are due by the 12th working day following the close of the period covered in the report.

- Financial reports are required quarterly, even if no expenditures have occurred.
- Progress reports are required as follows:
*Victim/Witness, SAGP and VSDVVF: quarterly (period ending 9/30, 12/31, 3/31, and 6/30).
V-STOP: – semi-annual (period ending 6/30 and 12/31) and CY annual (due 1/31).
SASP – CY annual (period ending 12/31).*

<i>QUARTER ENDING</i>	<i>DUE DATE</i>
9/30/2016	10/19/2016
12/31/2016	1/20/2017
3/31/2017	4/18/2017
6/30/2017	7/19/2017
9/30/2017	10/18/2017
12/31/2017	1/19/2018

Please contact the appropriate DCJS staff person if you need assistance with the following:

- Financial Reports and Requests for Funds - DCJS Fiscal Services Manager, Bill Dodd, at 804-371-0638 or bill.dodd@dcjs.virginia.gov
- GMIS – Complete and send an email to grantsweb@dcjs.virginia.gov citing the error message received, to request assistance from the GMIS Program Coordinator, DeAndrea Williams
- CIMS or VSDVVF Reporting Software – DCJS IT Contact Specialists at 804-786-4576 or 804-225-4868.
- Progress Reports and Other Requests – your assigned DCJS Grant Program Monitor.

AGENDA ITEM # 2-05
(Consent Agenda Item)
Recognition of September as Hunger Action Month

=====

When Feeding America and member food banks ask everyone in America to take action to fight hunger in their community, all month long. Hunger Action Month is your opportunity to join a movement that has a real and lasting impact on our effort to feed more Americans than ever before. Whether it's by advocating and raising awareness, making donations, or volunteering, you can find the way that's right for you to make a difference during Hunger Action Month. Together, we can solve hunger.

For the past several years, Sussex County Administration has led the charge in collecting non-perishable food items and donated to our local agencies to help feed our local residents. This year, staff is challenging our members of the Board of Supervisors to donate items as well.

County Administration staff will begin collecting item on August 29 and will collect through September 30. All items collected will be delivered to one of the local agencies in Sussex County.

Join us in the fight to solve hunger!

Request: That the Sussex County Board of Supervisors recognize September as Hunger Action month and encourage County employees and citizens to assist in this endeavor.



AGENDA ITEM # 2-06
(Consent Agenda Item)
September as National Suicide Awareness Month Proclamation

=====

Ms. Pam McDaniel of District 19 Community Services Board has asked that the Sussex County Board of Supervisors adopt a resolution proclaiming September as National Suicide Awareness Month Proclamation. A resolution has been drafted and follows this summary sheet.

Request: That the Board of Supervisors approves of the Proclamation recognizing September as National Suicide Awareness Month and authorizes the Chairman of the Board of Supervisors to execute same.



County of Sussex
Proclamation
National Suicide Awareness Month
September 2016

=====
This Proclamation recognizes suicide as a national public health problem, and suicide prevention as a statewide responsibility, and designates September 2016 as in Suicide Prevention Month in the County of Sussex Virginia. This month includes National Suicide Prevention Week that is recognized this year during September 5-11, 2016 and World Suicide Prevention Day that will be recognized internationally and supported by the World Health Organization on September 10, 2016.

WHEREAS, suicide is the 11th leading cause of all deaths in the United States and the 3rd leading cause of death among individuals between the ages of 15 to 24;

WHEREAS, in the United States, one person completes suicide every 16 minutes; it is estimated that 5 million people in the United States are survivors of suicide (those who have lost a loved one to suicide);

WHEREAS, 51% of people who die by suicide use a firearm, and guns stored in the house are used for suicide 40 times more often than for self-protection;

WHEREAS, the overall suicide rate in our country has only slightly declined from record highs in recent years, the suicide rate for those 15-24 years old has more than doubled since the mid-1950s; and the suicide rate remains highest for adults 75 years of age and older;

WHEREAS, the stigma associated with mental illness and suicidality works against suicide prevention by discouraging persons at risk for suicide from seeking life-saving help and further traumatizes survivors of suicide;

WHEREAS, statewide suicide prevention efforts should be developed and encouraged to the maximum extent possible;

WHEREAS, organizations such as District 19 Community Services Board, the Coalition Against Alcohol, Nicotine & Drug Under-Age Use (CAAN DUU) and Team Save A Life Suicide Prevention Committee which are dedicated to reducing the frequency of suicide attempts and deaths, and the pain of survivors affected by suicides of loved ones, through educational programs, research projects, intervention services, and bereavement services urge that we:

1. Recognize suicide as a national and state public health problem and declare suicide prevention to be a statewide priority;

2. Acknowledge that no single suicide prevention program or effort will be appropriate for all populations or communities;
3. Encourage initiatives based on the goals contained in the National Strategy for Suicide Prevention:
 - a) Promote awareness that suicide is a public health problem that is preventable.
 - b) Develop broad-based support for suicide prevention.
 - c) Develop and implement strategies to reduce the stigma associated with being a consumer of mental health, substance abuse, and suicide prevention services.
 - d) Develop and implement community-based suicide prevention programs.
 - e) Develop and implement community-based suicide bereavement support services.
 - f) Promote efforts to reduce access to lethal means and methods of self-harm.
 - g) Implement training for the recognition of at-risk behavior and for the delivery of effective treatment.
 - h) Develop and promote effective clinical and professional practices.
 - i) Increase access to, and community linkages with, mental health and substance abuse services.
 - j) Improve reporting and portrayals of suicidal behavior, mental illness, and substance abuse in the entertainment and news media.
 - k) Promote and support research on suicide and suicide prevention.
 - l) Improve and expand surveillance systems for suicide behavior.

WHEREAS, a great many suicides are preventable.

THEREFORE IT BE RESOLVED that, we the members of Sussex County Board of Supervisors, do hereby designate September 2016 as "National Suicide Prevention Month" in the County of Sussex, Virginia.

By: _____
 Keith C. Blowe, Chairman
 Sussex County Board of Supervisors

_____ date

AGENDA ITEM #2016-07
(Consent Agenda Item)
September is National Disaster Preparedness Month

Ms. Chequila H. Fields, Director of Social Services provided information regarding National Disaster Preparedness Month. A copy of a draft proclamation follows this summary sheet.

Request: Staff is requesting that the Board of Supervisors adopt a resolution proclaiming September is National Disaster Preparedness Month and authorize the Chairman of the Board of Supervisors to execute same.



BE DISASTER AWARE
TAKE ACTION TO PREPARE!

County of Sussex
Proclamation
September is National Disaster Preparedness Month
September 2016

WHEREAS, tornados, earthquakes, floods, and fires are disasters that can bring tragedy to communities and families across the nation. Being prepared for events such as these by having an emergency plan can make a real difference in people's lives. September is National Disaster Preparedness Month, a time when organizations, communities, and families are encouraged to plan for emergencies and the unexpected.

WHEREAS, every year, communities across our country face emergencies -- from unforeseen natural disasters to deliberate acts -- that test our Nation's grit and challenge us to overcome tragedy. While the Sussex County Board of Supervisors is working to keep all citizens safe, each of us can do our part. Together, we can protect our families and help our communities by planning for emergencies and for the unexpected.

WHEREAS, when emergencies happen, the local governing body must ensure that our community has the support and resources it needs to respond and recover and remain focused on addressing the needs of survivors, investing in hard-hit neighborhoods, and ensuring those affected are able to rebuild with greater confidence, optimism, and resilience.

WHEREAS, no challenge poses a greater threat to our future than climate change. Cities along our Eastern seaboard now flood at high tide, and in the West, wildfire season now lasts most of the year. Some communities are parched by the worst drought in generations, while others have been drenched by unprecedented rainfall. Our climate is changing quickly, most recently, the February 24, 2016 tornado that struck Waverly.

NOW, THEREFORE, the Sussex County Board of Supervisors do hereby proclaim September 2016 as National Disaster Preparedness Month.

By: _____
Keith C. Blowe, Chairman
Sussex County Board of Supervisors

date



OLD DOMINION EMERGENCY MEDICAL SERVICES ALLIANCE

June 16, 2016

White Family
15304 Bell Road
Yale, VA 23897

Dear Steve and Carolyn,

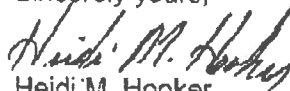
It gives me great pleasure to tell you that you both have been nominated to receive the Old Dominion EMS Alliance's 2016 Regional Award Outstanding EMS Provider. The ODEMSA Regional Award is a reflection of how much you and your actions are valued within the Central Virginia EMS System. It also is a small token of appreciation for all that you do to enhance prehospital patient care in the Old Dominion EMS Alliance (ODEMSA) region.

The ODEMSA Regional Awards will be presented at the 3rd Annual ODEMSA Picnic on **August 6th**, at the Metro Richmond Zoo in Chesterfield County, beginning when the park opens around 9:30 a.m. (directions included). The awards ceremony and lunch will begin at 11:00 a.m. You and your guests are invited to attend the informal picnic, presentation and beautiful park. Dress will be casual. Please call our office at (804) 560-3300 to sign up to attend the picnic or scan the QR code at the bottom of the page. Be sure to keep your enclosed tickets. They are good for free admittance to the park.

If you are chosen by the committee, from amongst other candidates, as the most qualified and deserving, your regional nomination will be automatically entered into competition for the 2016 Governor's EMS Award for this category. We won't know who will receive the award until they are presented at the 2016 EMS Awards Banquet on **November 12, 2016 during the 37th Annual Virginia EMS Symposium in Norfolk.**

On behalf of the ODEMSA Board of Directors, I congratulate you on your nomination for the Region's EMS Award. We look forward to seeing you and other candidates when we announce the winners at our Awards Picnic.

Sincerely yours,


Heidi M. Hooker
Executive Director

Enclosures



Scan here to register for the picnic and awards ceremony

SERVING THE CITIZENS, EMS AGENCIES, ACUTE CARE HOSPITALS AND LOCAL GOVERNMENTS IN VIRGINIA PLANNING DISTRICTS 13, 14, 15, AND 19

1421 Johnston-Willis Drive • Richmond, VA 23235-4730
Phone: 804-560-3300 • Fax: 804-095-0908 • www.odemsa.va.gov

AGENDA ITEM #5.01

(Appointments)

Industrial Development Authority Board of Directors

=====

There is still a vacancy on the Industrial Development Authority Board of Directors. An appointment is needed to fill the term that will expire May 17, 2017.

A copy of the current roster follows this summary sheet.

**SUSSEX COUNTY
INDUSTRIAL DEVELOPMENT AUTHORITY
BOARD OF DIRECTORS**

(Updated July 2016)

D. Eugene Brittle, Chairman
Post Office Box 461
Wakefield VA 23888
Office: 757 899 7310
Home: 757-899 2381
Cell: 757 377 6772
Term expires: 05/15/2019

Bruce C. Spencer
Vice Chairman
Post Office Box 581
Waverly VA 23890
Office: 804 834 2322
Term expires: 05/15/2017

Kevin Bracy
18377 Courthouse Road
Yale VA 23897
Home 434 246 4720
Term expires: 05/15/2018

L. Chester Carter
Post Office Box 505
Stony Creek, VA 23882
Home: 434 634 3876
Cell: 804 712 1250
Term expires: 05/15/2020

Clyde Johnson
427 Jasper Lane
Waverly VA 23890
Cell: 804 631 6742
Term expires: 05/15/2018

Charles Ross
23200 Moore's Lane
Jarratt, VA 23867
Cell: 434 378 3127
Term expires: 5/15/2020

George O'N. Urquhart
7201 Newville Road
Waverly VA 23890
Office: 804 897 6500, Ext. 6598
Cell: 804 516 5775
Term expires: 05/15/2017

AGENDA ITEM #6.01

(Action Items)

Presentation and Acceptance of Department of Forestry Funds

=====

Mr. Dennis Gaston, Virginia Department of Forestry contacted staff and requested to appear before the Board to present a check to the County which derived from the sale of timber. He will attend the August 18th Board meeting to present funds to the County.

Requested action: That the Sussex County accepts and appropriate funds from the Virginia Department of Forestry, approximately \$21,880.00.



AGENDA ITEM #6.02

(Action Items)

Crater Regional Workforce Development Board update – Martha Dodd-Slippery, Chair

Mrs. Martha Dodd-Slippery, Chair of the Crater Regional Workforce Development Board has requested to appear before the Board to provide a brief overview. The purpose of the presentation is to explain the new mandates of the Workforce Innovation and Opportunity Act (WIOA) and the increased partnership between County Boards of Supervisors and City Councils and the Workforce Development Board.

A copy of the WIOA Final Rules follows this summary sheet.

The Workforce Innovation and Opportunity Act

Final Rules

WIOA Works for America

Our nation's workforce development system provides critical support and services to workers who want to develop the necessary skills for a good job and to employers who need skilled workers to compete. The enactment of the Workforce Innovation and Opportunity Act (WIOA) by bipartisan majorities in Congress revitalized and transformed the public workforce system so that it reflects the realities of the 21st century economy and meets the needs of job-seekers, workers, and employers. The WIOA Final Rules include reforms that will affect more than a dozen programs receiving \$10 billion in annual training and education funding and programs that serve approximately 20 million Americans each year.

The Departments of Education and Labor, in close collaboration with the Departments of Health and Human Services, Agriculture, and Housing and Urban Development, have provided leadership in the implementation of WIOA. The WIOA Final Rules, made publicly available on June 30, 2016, enable the workforce development system to more efficiently and effectively provide career pathways to Americans of all walks of life and a talented pool of workers for businesses of all sizes, which are vital to shared prosperity and a growing U.S. economy.

WIOA WORKS FOR WORKERS AND JOB SEEKERS

Prior to the enactment of WIOA, individuals who needed job training or education often had difficulty navigating across agency lines to assemble an effective training and employment plan. The WIOA Final Rules improve coordination between and among agencies so that workers and job seekers have more seamless access to a system of high-quality career services, education, and training through the one-stop service delivery system, known as the American Job Centers, and partners. The WIOA Final Rules also ensure the measurement and public reporting of the performance of education and training providers so that those seeking services can have access to provider performance information that will help them make informed choices about which training or education programs to pursue. Customers will also have information to better inform their choices when selecting training programs.

WIOA WORKS FOR EMPLOYERS

Under the WIOA Final Rules, businesses will inform and guide the workforce system, ensuring that services are well aligned with their workforce needs. Workforce boards implement industry or sector partnerships and use high-quality worker training, including proven strategies such as apprenticeship, to ensure businesses have a pipeline of skilled workers.

Additionally, under WIOA, the Administration will implement the performance measure geared specifically on how well the workforce development system is serving businesses. Given the need to determine which performance measure will be most meaningful for assessing strong service to employers, the Joint Final Rule proposes a set of State pilots to test three different measures; including employee retention with the same employer, market penetration, and repeat business.

WIOA WORKS FOR COMMUNITIES

Meeting workforce needs is critical to economic growth through partnerships at the State, regional, and local levels. WIOA promotes alignment of workforce development programs with regional economic development strategies to meet the needs of a wide range of employers and to enhance community development. WIOA also places a greater



The Workforce Innovation and Opportunity Act

emphasis on reemployment, requiring rapid response activity at the State level, including layoff aversion activities to help employers better manage reductions in force.

WIOA WORKS FOR GOVERNMENT

A key part of the WIOA vision is making government more efficient so that it more effectively serves the public through a comprehensive, integrated, and streamlined system. The WIOA Final Rules implement that vision by streamlining programs across Federal agencies, co-locating services at the State and local levels, requiring unified and integrated planning at the state level, providing for robust program evaluation, introducing strong common performance metrics to the system, and improving accountability and transparency, ensuring investments are evidence-based and data-driven.

WIOA WORKS FOR EVERYONE

The WIOA Final Rules improve access to education and workforce services for individuals with significant barriers to employment—some veterans, individuals with disabilities, out-of-school and at-risk youth, and other populations—to help ensure that everyone has an opportunity to get a good job. Performance measurement also will take into account differences in the populations served to remove any disincentives to serving those who need the most help.



AGENDA ITEM #6.03

(Action Items)

General District Court Requests

Ms. Faye Yelverton, Clerk of the General District Court and Juvenile and Domestic Relations District Court has contacted County Administration regarding two requests: (1) Replacement of the carpeting in the court and (2) Shredding services.

Neither of these items were included in the current budget. Copies of the supporting documents follow this summary sheet.

Mrs. Yelverton will attend the Board meeting to elaborate and make an official request.



Sussex County Ordinance, Resolution, and Agenda Request

DATE: August 9, 2016
TO: The Honorable Chairman and Members of the Board of Supervisors
THROUGH: Deborah Davis, County Administrator
FROM: Vandy Jones, Deputy County Administrator
RE: General District Court Carpet Replacement

PURPOSE: Replace carpet in General District Court.

REASON: Carpet is worn and stained.

RECOMMENDATION: Approve and appropriate \$8,700 for the replacement of carpet in the General District Court.

BACKGROUND: The carpet has become worn and stained. The stains are from adhesive seeping up into the carpet and cleaning has not been able to remove. The Clerk of General District Court has stated that she and the former Clerk have visited various carpet companies over the last couple of years and have approved the carpet choices that represent the three estimates that have been received.

COST TO COUNTY: \$8,700.00

BUDGETED ITEM: No

REVENUE TO COUNTY: None

BOS HEARING DATE: August 18, 2016

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: N/A

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO PROGRAMS: N/A

ATTACHMENTS: Letter from Clerk of Court Faye Yelverton. Three quotes for carpet replacement.

STAFF: Vandy Jones



Stephan D. Bloom
CHIEF JUDGE - GDC

C. Ridley Bain
JUDGE

Bruce A. Clark, Jr.
JUDGE

H. Lee Townsend, III
JUDGE
July 18, 2016

COMMONWEALTH of VIRGINIA

Sixth Judicial District

SUSSEX GENERAL DISTRICT COURT
AND

JUVENILE AND DOMESTIC RELATIONS DISTRICT COURT
15098 COURTHOUSE ROAD - ROUTE 735
P.O. BOX 1315
SUSSEX, VIRGINIA 23884
(434) 246-1096

Carson E. Saunders, Jr
CHIEF JUDGE - JDR

Jacqueline R. Waymack
JUDGE

Faye P. Yelverton
CLERK

Sussex County
Board of Supervisors
Post Office Box 1397
15080 Courthouse Road
Sussex, Virginia 23884

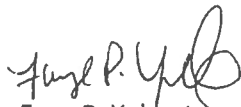
Dear Board Members

I am requesting that the carpet in the General District and Juvenile and Domestic Relation District Court Clerk's Office be replaced. The carpet has been in existence since the court building itself. It has been cleaned by your staff numerous times and by professional carpet cleaners. The carpet is worn thin, tattered and quite frankly an eye sore to the public as well as the staff. The carpet has served its purpose for twenty-one years.

At some point in the life of the interior of a courthouse, it becomes necessary to make changes to the appearance. Hopefully, the new carpet will last just as long as the old carpet. Carpet tiles will be more convenient. If one is ruined, we would be able to replace it.

Again I request that you consider strongly replacing the carpet. It is a necessary change for your beautiful building. I thank you for your prompt attention regarding this matter.

Sincerely


Faye P. Yelverton
Clerk

Cc: Stephen Bloom, Chief Judge
Carson E. Saunders, Chief Judge
C. Ridley Bain, Judge

PLAN 5 PAINT & DECORATING CENTER, INC.



Danny - John - Kevin - Melody
 604 North Main Street
 EMPORIA, VIRGINIA 23847
 (434) 634-4444

Tarkett

Paint • Cabinets • Counter Tops • Windows
 Carpet • Floor Covering • Vinyl Fence & Rails

S.S. # _____

ACCT# _____ DATE 6-15 2016
 NAME _____
 ADDRESS County of Sussex PHONE _____
40 Montague 246-1096
 CITY _____

CASH CHARGE MDSE. RET'D
 C.O.D QUOTE PD. ON ACCT.

QUAN.	DESCRIPTION	PRICE	AMOUNT
1	Remove Carpet		
2	File cabinets + Desks		
3	Will not unhook		
4	Computers -		
5	INSTALL CARPET		
6	tiles - LABOR		
7	Phil -		7500 00
8	Chatterbox		
9	COLOR of choice		
10	Phil- AdH,		
11			
12	Judges Chamber		
13	Carpet Pad		1200 00
14	COUe BASE + LABOR		
15			
16		TAX	

RECEIVED BY
 X

TOTAL

8700 00

TERMS Net amount due on receipt of invoice. A service charge of 2% per month (24% annual rate) on the unpaid balance will be added to all accounts past 30 days. In the event any action is necessary to collect the unpaid balance and charges thereon, customer agrees to pay an attorney's fee of 25% and any court costs incurred.

5175

Thank You

Southpark Carpet & Flooring Outlet

860 W. ROSLYN ROAD
COLONIAL HEIGHTS, VA 23834

Phone 804-520-2763

Fax 804-520-6063

Estimate

Date	Estimate #
8/27/2015	3409

Name / Address
SUSSEX COUNTY MONTAQUE GILLIAM

Ship To
15098 COURTHOUSE RD SUSSEX 23884

Rep
SMN

Description	Qty	Cost	Total
MOTIF 12' MARITIME	266.67	18.95	5,053.40T
4 GAL MULTI PURPOSE	7	25.00	175.00
BURKE MERCER #701 BLACK	6	72.00	432.00
ROCKET 3100C COVE BASE ADHESIVE	12	7.00	84.00
STYLISH STORY 3 15' TROOPER	33.75	22.95	774.56
1/4 8LB PAD	33.75	3.50	118.13
BURKE 940 STANDARD EDGE T BLACK WITH TRACK	2	25.00	50.00
LABOR	1	2,500.00	2,500.00
M4263 GLUE DOWN CARPET SEAM SEALER 1QT	1	25.00	25.00
Sales Tax		5.30%	267.83
		Total	\$9,479.92



1827 S. SYCAMORE ST. • PETERSBURG, VA 23805
 PHONE (804) 732-8181
 FAX (804) 732-8207
 THANK YOU FOR BEING OUR CUSTOMER!

WALLPAPER
 CUSTOM FRAMING
 BLINDS
 CARPET
 DRAPERIES
 FABRICS
 VINYL

"SERVING THE TRI-CITIES since 1970"

CUSTOMER NO.	JOB NO.	PURCHASE ORDER NO.	REFERENCE	TERMS	CLERK	DATE	TIME
#5				CASH/CHECK/BANKCARD	81	6/2/16	9:8

FORM NO. H-033 REPRINTED (10/95)

SOLD TO **** CASH **** ATN Mike	SHIP TO SUSSEX COURT HOUSE ATTN: MONIQUE GILLIAM	DEL. DATE: 9/16/13 SLSPR: 01 BRYANT PALMORE TAX : VA VIRGINIA	DOCH 83272 ***** * ORDER * ***** ORDR 83272
---------------------------------------	--	---	---

All claims and returned goods MUST be accompanied by this bill.

SHIPPED	ORDERED	UM	SKU	DESCRIPTION	LOCATION	UNITS	PRICE/PER	EXTENSION
	2035	SF	S03	MATERIALS AND LABOR NEED TO CARPET CLERKS OFFICE AND COURT OFFICE 260Z HEAVY COMMERCIAL ON UNITARY BACKING BY MOHAWK		2035	1.25 /SF	2,543.75
	552	SF	S03	12 X 185 COLOR 852 CHESTNUT 260Z HEAVY COMMERCIAL ON UNITARY BACKING BY MOHAWK		552	1.50 /SF	828.00
	2587	EA	LABOR	12 X 46 COLOR 832 PECAN REMOVE AND HAUL DOUBLE STICK CARPET AND PAD		2587	.90 /EA	2,328.30 N
	1	EA	LABOR	MOVE FURNITURE		1	750.00 /EA	750.00 N
	1	EA	LABOR	PREP DAMAGE FLOORS FOR CARPET		1	200.00 /EA	200.00 N
	2587	EA	LABOR	INSTALL NEW CARPET		2587	1.25 /EA	3,233.75 N
	2587	EA	S04	620Z TREADMORE COMMERCIAL CARPET CUSHION FOR DOUBLE STICK SYSTEM		2587	.90 /EA	2,328.30
				ALL DESK MUST BE CLEARED, ALL ELECTRONICS MUST BE REMOVED				

CONT'D

X

RECEIVED BY



1927 S. BYCAMORE ST. • PETERSBURG, VA 23805
 PHONE (804) 732-8181
 FAX (804) 732-8207

THANK YOU FOR BEING OUR CUSTOMER!

"SERVING THE TRI-CITIES since 1970"

PAGE NO 2

WALLPAPER
 CUSTOM FRAMING
 BLINDS
 CARPET
 DRAPERIES
 FABRICS
 VINYL

FORM NO 1103 IMPRINTED 10/99

CUSTOMER NO.	JOB NO.	PURCHASE ORDER NO.	REFERENCE	TERMS	CLERK	DATE	TIME
#5				CASH/CHECK/BANKCARD	B1	6/ 2/16	9:0

**** CASH ****

S
H
I
P
T
O

SUSSEX COURT HOUSE
 ATTN: MONTAGUE GILLIAM

DEL. DATE: 9/16/13

SLSPR: B1 BRYANT PALMORE
 TAX : VA VIRGINIA

DJCH 83272

 * ORDER *

ORDR 83272

All claims and returned goods MUST be accompanied by this bill

SHIPPED	ORDERED	UM	SKU	DESCRIPTION	LOCATION	UNITS	PRICE/PER	EXTENSION
				BEFORE INSTALLATION. FAX- 434-246-6013				
				<i>from Quota 9/16/13</i>				
				<i>total per \$ 12,212.10</i>				

** ORDER ** ORDER ** 0 RDER ** ORDER ** ORDER ** ORDER **
 ** DEPOSIT AMOUNT ** 8.00
 ** BALANCE DUE ** 12,514.20

TAXABLE 5788.85
 NON-TAXABLE 6512.85
 SUBTOTAL 12212.18

X

RECEIVED BY

** PAYMENT RECEIVED **

8.00

TAX AMOUNT ~~83272~~
 TOTAL AMOUNT ~~12514.80~~



Sussex County Ordinance, Resolution, and Agenda Request

DATE: August 9, 2016

TO: The Honorable Chairman and Members of the Board of Supervisors

THROUGH: Deborah Davis, County Administrator

FROM: Vandy Jones, Deputy County Administrator

RE: Shredding of General District Court Documents

PURPOSE: Purge backlog of dated documents in the General District Court.

REASON: The State Supreme Court and Auditors have noted the need for the General District Court to expunge the dated documents.

RECOMMENDATION: Approve and appropriate \$1,270.00 for the purge of dated documents.

BACKGROUND: The Clerk of General District Court has been informed by both the Virginia Supreme Court and Auditors that the backlog of dated documents in the Court need to be purged. Mr. Chris Harris of the Shred-it company has met onsite with the clerk to understand the volume of documents that need to be shredded. The purge of the documents would occur approximately three weeks from notice to proceed.

COST TO COUNTY: \$1,270.

BUDGETED ITEM: No

REVENUE TO COUNTY: None

BOS HEARING DATE: August 18, 2016

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: N/A

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO PROGRAMS: N/A

ATTACHMENTS: Letter from Clerk of General District Court, Faye Yelverton.

STAFF: Vandy Jones



Stephan D. Bloom
CHIEF JUDGE - GDC

COMMONWEALTH of VIRGINIA

Carson E. Saunders, Jr
CHIEF JUDGE - JDR

C. Ridley Bain
JUDGE

Sixth Judicial District SUSSEX GENERAL DISTRICT COURT AND

Jacqueline R. Waymack
JUDGE

Bruce A. Clark, Jr.
JUDGE

JUVENILE AND DOMESTIC RELATIONS DISTRICT COURT
15098 COURTHOUSE ROAD - ROUTE 735
P.O. BOX 1315
SUSSEX, VIRGINIA 23884
(434) 246-1096

Faye P. Yelverton
CLERK

H. Lee Townsend, III
JUDGE

July 18, 2016

Sussex County
Board of Supervisors
Post Office Box 1397
15080 Courthouse Road
Sussex, Virginia 23884

Dear Board Members

Pursuant to 16.1-69.57, the clerk of each district court shall destroy the court records upon expiration of the appropriate retention period as set forth in 16.1-69.55 and 16.1-69.56 and consistent with the requirement of confidentiality for juvenile records.

To assist the District Court Clerks in records management in compliance with the Office of the Executive Secretary, we need an industrial shredder or preferably a shredding company to shred the documents that should have been shredded many years ago. We are a high volume office and have an excessive amount of documents to be shredded. The small compact shredder we have now can barely shred one sheet of paper.

We were recently visited by the financial analyst from the Supreme Court of Virginia and were told every document that should have been shredded needs to go. We have limited space to store documents. This would help out tremendously with spacing and also put us in compliance with the Auditors of Public Records as well as the office of the Executive Secretary. This is a necessity for the court that needs prompt attention.

Sincerely

Faye P. Yelverton
Clerk

Cc: Stephen Bloom, Chief Judge
Carson E. Saunders, Chief Judge
C. Ridley Bain, Judge

AGENDA ITEM #6.04

(Action Items)

Emergency Operations Plan Update

=====

The Sussex County Emergency Operations Plan has been draft revisions have been prepared by the Public Safety Coordinator. A CD of the draft is enclosed for your review. Staff did not provide paper copies for Board members because it is such a large document (over 500 pages).

Please review the CD at your earliest convenience and be prepared to adopt the revised plan at your September 15th meeting.

AGENDA ITEM #6.05

(Action Items)

Results of RFP #2016-02 - General Reassessment

=====

The above referenced request for proposal was properly advertised. Two firms notified staff that while they appreciated the opportunity afforded to them, they were unable to offer a proposal at this time.

Staff received two responses (1) Pearson Appraisal Services and (2) Wampler Eanes. The Committee (Keith Blowe, Chairman of the Board of Supervisors, Vandy V. Jones, III, Deputy County Administrator, Ellen G. Boones, Commissioner of the Revenue and Deborah A. Davis, County Administrator) interviewed both firms on July 8, 2016. Both firms were asked a series of the same questions and were individually scored by each committee member. Supporting documentation follows this summary sheet.

Although Wampler Eanes price per acre is \$13.95 per acre and Pearson's price per acre is \$15.49, the Committee made their decision to recommend Pearson's Appraisal Services, based on experience, familiarity with Sussex County and the additional fee of \$10.00 mobile homes, each with digital photo required by Wampler Eanes.

Pearson's Appraisal Overall Score: 115

Wampler Eanes Overall Score: 98

Recommendation: That the Sussex County Board of Supervisors authorize the following:

- (1) That the Board of Supervisors accepts the Proposal for General Reassessment Services for Tax Year 2018 from Person' Appraisal Services;
- (2) County Attorney drafts a contract for the general reassessment services by and between Pearson's Appraisal Services and the County of Sussex at a rate of \$15.49 per parcel
- (3) Authorize the County Administrator to execute said contract
- (4) Transfer funds from the general fund to a line item under the Commissioner of the Revenue, in the amount of \$150,000 to cover the cost of the project and appropriate same.

PEARSON'S
APPRAISAL SERVICE

July 1, 2016

Sussex County Board of Supervisors
c/o Deborah A. Davis, County Administrator
20135 Princeton Rd.
Stoney Creek, VA 23882

Dear Members of the Board and Ms. Davis:

In response to your Request for Proposal (RFP) for a General Reassessment of Real Property effective for the tax year 2018, Pearson's Appraisal Service is pleased to submit for your consideration and review, our enclosed bid and proposal which details our company's qualifications and experience.


Pearson's Appraisal Service has been most fortunate to have had the continued opportunities since 1982 to provide our appraisal services to Sussex County. Our firm was contracted to perform the County's last reassessment which was effective for the tax year 2012 and we welcome the occasion to once again produce another successful reassessment for your County. Our firm has also completed many other reassessments in your area.

Our proposed staffing recommendations for the County's upcoming reassessment includes Tina Bensaia, who previously worked on the County's reassessments and has since then provided appraisal assistance as needed to the Commissioner of the Revenue's office. Additional appraisal support for the project will be supplied by Brannan Pearson and I'll personally serve as the project manager and professional assessor. Bob Pearson will also be available as needed. Resumes are enclosed for your review, along with a statement of our company's qualifications and background. For your reference, we've included a listing of our client contracts for the last several years with contact names and telephone numbers.

Our bid for the production of Sussex County's upcoming reassessment is proposed on a per parcel basis and the work to be performed encompasses the services and products as detailed in the County's RFP specifications and our proposed *Time & Task Schedule*.

Pearson's Appraisal Service knows the importance of extending and maintaining good public relations throughout the production of a reassessment. But we also realize that the good working relationship that has been established over the years with Ellen Boone and her office staff lays the very foundation needed to produce a successful and equitable reassessment for both the officials and property owners of Sussex County. We thank you for your time and consideration and please let me know if you need any further information.

Sincerely,



Fred W. Pearson
Owner/Manager

Pearson's Appraisal Services, Inc.
PO Box 36404 - Richmond VA 23235
(888) 573-2276
<http://www.pearsonsappraisal.com/>

PEARSON'S APPRAISAL SERVICE INC. PROPOSED
BID FOR THE PRODUCTION OF SUSSEX COUNTY'S
GENERAL REASSESSMENT EFFECTIVE FOR THE TAX
YEAR 2018

Pearson's Appraisal Service, Inc. proposes to perform and provide all the services and products required for the completion and delivery of a property reassessment of all real property within the County of Sussex, VA effective for the tax year of 2018, as specified and detailed in the enclosed proposal, for the following consideration:

COST PER PARCEL: \$ 15.49 *

* Please note that our bid is on a per parcel

Submitted by: Fred W. Pearson
Fred W. Pearson
Owner/Manager
Pearson's Appraisal Service, Inc.

Clarifications of Project Responsibilities

County/City	Sussex County	Effective Date	01/01/2018
# Parcels	8,940 TP & 589 NTP 9,529 Total	Begin Date	W/I 15 Days
% of Market	100%	Completion Date	December 31, 2017
Contact Name	Deborah A. Davis	Cycle in Years	6
Contact Title	County Administrator	Existing CAMA system:	BAI
Contact Email/Tel	424-246-1000	Board of Assessors?	

Proposal due: July 8, 2016, 4:30 p.m.

Requirements per RFP

Task	County	Pearson	Additional Notes
Clerical		X*	* through 12/31/17 or signing of reassessment book
Data Entry		X*	*and sending out corrective notices
PRC's	X		
Office Space	X		
Office Supplies	X		
Telephone/Internet	X		
Printing Expenses	X		
Computer Hardware	X		
Insurance		X	Attached
Public Relations	X	X	Joint
Measure & List		X*	*Sold Properties Only
Mobile Homes		X	Considered Real Estate
New Construction		X	2017 County issued permits
Market Analysis/Sales Study		X	
Door Hangers		X	*Only for errors/omissions
Forms	X		
Informal Appeals		X	
Prepare Notices	X		
Postage	X		PAS will stuff envelopes
Reassessment Book	X		
BOE Appeals		X	As Needed
Clerical for BOE	X		
Court Appeals	X	X	
Other		GIS Y/N	N
Other	Digital Photos Professional Assessor	X X	Fred W. Pearson



June 30, 2016

Ms. Deborah A. Davis, County Administrator
Sussex County
20135 Princeton Road
Stony Creek, Virginia 23882

Re: The 2018 General Reassessment for Sussex County

Dear Ms. Davis:

In response to your request for proposals to perform real estate reassessment services for the 2018 General Reassessment for Sussex County, Wampler-Eanes Appraisal Group, Ltd., is pleased to present a proposal for completing the required tasks and agree to the terms stated in the RFP.

Our firm of 36 employees is composed of highly qualified and diversely experienced appraisers and field technicians who are prepared to complete this project for the County in a professional and exemplary fashion beginning upon the award of the contract. Wampler-Eanes Appraisal Group, Ltd. is proficient with numerous reassessment programs including the Bormuth, Bright, CAMRA, Datasynch, Keystone, Proval, Tyler ISA World and Tyler Univers reassessment systems. Our office staff and appraisers are trained and experienced in providing skilled customer service relations and will strive to represent the County, as well as, Wampler-Eanes Appraisal Group with utmost professionalism.

I am a Certified General Appraiser and a lifelong resident of Southwestern Virginia. For eleven years, I was the senior Commercial Appraiser for the City of Roanoke. I have extensive experience reassessing real estate for numerous counties throughout Virginia and North Carolina and has supervised/managed 22 reassessments (many more than once) with Wampler-Eanes Appraisal Group, Ltd.

My partner, Steven Wampler, is lifelong resident of Virginia, previous Commissioner of the Revenue for Botetourt County and has been Project Supervisor/Manager for general reassessments in 25 Virginia and North Carolina localities (many counties and cities more than once) with Wampler-Eanes Appraisal Group, Ltd.

Both Mr. Wampler and I previously worked with Wingate Appraisal Service in Roanoke, Virginia, and have a combined total of seventy-two years of appraisal experience.

Upon careful consideration of the task at hand, Wampler-Eanes Appraisal Group, Ltd. will perform all the work requested in the Request for Proposal, including completely appraising (individually and separately) all taxable and non-taxable real estate parcels in Sussex County.

The following pages provide our detailed response to this proposal, including all appendices and requested documentation regarding insurance and other specifications.

We will be happy to discuss in detail any aspect of our proposal with you, or to answer any questions you may have at your convenience. We wish to emphasize that this offer is, as the requesting document states, a proposal. We are open to negotiation on any aspect of this proposal.

Thank you for the opportunity to provide this service to the citizens of Sussex County.

Sincerely,

A handwritten signature in black ink, appearing to read "Gary L. Eanes". The signature is fluid and cursive, with a large initial "G" and "E".

Gary L. Eanes, ASA
Vice President
Federal Identification Number: 54-1795747

GLE:cdf

Attachments

Sussex County

Re: Proposal for the 2018 General Reassessment

	Proposed Pricing Schedule
Price Per Parcel =	\$13.95 per parcel
Digital Photos =	Included in price above
Mobile Homes =	\$10.00 each with digital photo
Building Permits/Splits =	Coordinate with Commissioner of the Revenue - New Construction/Additions through Dec. 31, 2017 and Transfers/Zoning through Sept. 1, 2017
Clerical / Data Entry =	Contractor to provide
Door Hangers =	County to provide
Notices/Envelopes/Printing/Postage =	County to provide
Office Space/Furniture/Telephone =	County to provide
Computer Software =	County to provide
Tax Maps =	County to provide
Field Cards =	County to provide
Board of Equalization =	Contractor will assist the Board of Equalization. Reviews will be charged a fee of \$25.00 per visit/per parcel in accordance with <i>Code of Virginia §58.1-3984(c)</i> .
Court Testimony =	Contractor to provide court testimony for any appeals without additional charge for three years from the first of January of the year in which the tax appraisal is effective.

Accepted for Sussex County:

this _____ day of _____, 2016

For Wampler-Eanes Appraisal Group, Ltd.

By:

By:

Title: _____ Title: _____

COUNTY OF SUSSEX
Request for Proposals Number #2016-02
General Reassessment Services

GENERAL INFORMATION

The County of Sussex, Virginia is located in the southeastern portion of the Commonwealth of Virginia with a population of approximately 12,000. The county has 9,529 parcels of real estate at the time of this request for proposal and of that number 8,940 is taxable and 589 is non-taxable. The County has been on a six (6) year reassessment cycle with the last general assessment effective for the tax year January 1, 2012. However, with this request, the County has moved to a four (4) year general assessment cycle. The successful appraisal firm shall perform and provide all the services and products required for the completion and delivery of the property assessment of all real property within the County of Sussex, effective for the tax year 2018 including all necessary technical and administrative assistance services in connection with such undertaking.

The Appraiser shall make a complete, uniform reassessment of all real property within the County, excluding public service properties and including the inventory and valuation of all non-taxable (exempt) properties and the classification of all real property in accordance with the requirements of the State of Virginia. The values to be estimated in all cases shall be 100% fair market value as required by the Virginia Constitution and applicable Virginia statutes. Generally, the Courts of Virginia have defined fair market value as follows:

"The fair market value of a property is the price which it will bring when offered for sale by one who desires, but is under no duress to sell and is brought by one who is under no undue necessity of buying, with both buyer and seller being knowledgeable of the uses to which the property is adaptable."

The Appraiser's role is to work with the County of Sussex and serve as a professional assessor in order to establish the fair market value of each of the properties within the County, and with the understanding that in all cases, uniformity and equality are required under the laws of the State of Virginia with respect to class and/or property. All aspects of this reassessment program shall be conducted in accordance with the laws of the State of Virginia. The property reassessment will begin within fifteen (15) days from the awarding of the contract and will be completed by December 31, 2017 with any extensions only as necessary and authorized under the Code of Virginia.

SCOPE OF WORK

The Appraiser agrees to perform the following general reassessment services for the County of Sussex, Virginia. The Appraiser will conduct a comprehensive sales data analysis which shall include, but not be limited to, a review of all real estate sales and/or transactions from the various classes of real estate within the County, which shall be made prior to any real property. These sales shall be divided into two categories and ratio studies shall be performed for each class of houses and land. The two categories are (1) building sales; and (2) land sales:

- 1) The Building Sales review shall be as stated above and shall additionally be reviewed and analyzed by quality of construction, type, age and location. Photos shall be taken, and made available to the County and shall become the property of the County, of homes used in the sales analysis.
- 2) The Land Sales Review shall be reviewed as stated above and shall additionally be reviewed and analyzed by their location, zoning, classification and size. Photos shall be taken, and made available to the County and shall become the property of the County.

The Appraiser shall, at the completion of the reassessment, provide to the County all sales analysis, and all documents and pictures generated from the studies. These sales analysis and all documents (manual and electronic) shall become the sole and exclusive property of the County. This information will be made available to the Commissioner of the Revenue during the reassessment program. The Appraiser, at the written or oral request of the County at any time during the previously stated reassessment period, shall forthwith make the completed or partially completed sales analysis or any part thereof designated by the County, available to the Board of Equalization or any other County agency or department designated by the County.

An appraisal manual shall be prepared from the previously stated data and analysis and this manual shall be used throughout the general reassessment as well as the interim period following this and the next general reassessment. Two copies, at the sole expense of the firm shall be provided to the Sussex County Commissioner of the Revenue's Office on dates as agreed upon by the Appraiser and the Commissioner of the Revenue. Thereafter, all copies of said manual shall be delivered to the Commissioner of the Revenue. The manual so prepared shall be the sole and exclusive property of the County.

The Appraisal Manual shall also include the guidelines for appraisal or the various classes of timber and the methods used to define these categorical breakdowns and/or classifications.

Property record cards shall be prepared and designed so as to show all items of information, including but not limited to, depreciation and pricing data for each building together with the owner's names, address, legal description of the real estate parcel, map number, et cetera. Additionally, this property record card shall show all criteria used in determining land value and classification, plus an area on said individual card for recording total land and building values.

The firm's certified appraisal personnel shall make a personal inspection of each parcel of property and any improvements or other elements prior to the placement of value thereon or thereupon. If practicable, the property owner should be interviewed and any and all data which shall be necessary for a fair and equitable assessment of each real estate parcel should be collected.

The minimum field inspection data to be collected shall include the measuring of all buildings, coded and prepared for computer entry for all parcels in the County. A parcel, for purposes of this document, shall be defined as each line used on the land book. A complete exterior and reasonable interior inspection shall include the measuring of and sketching of each residence and any other major building and improvements. Further, a digital photograph, which shall become the sole and

exclusive property of the County, shall be taken of all major improvements which exists on the property and shall include any outbuilding valued over five thousand (\$5,000.00) dollars.

In addition to the above required data, types of construction shall be recorded by component parts, such as foundations, basement areas, wall construction, insulation, roof, floors, interior finish, heating systems, fireplaces plumbing fixtures, number of rooms, number of bedrooms, number of bathrooms, year built, year remodeled, exterior and interior condition, physical depreciation, functional and economic obsolescence, general quality of construction and recent sales data. All information so gathered shall be recorded on appraisal cards. The minimum field inspection data to be collected shall be all buildings measured, coded and prepared for computer entry for all parcels in the County. A parcel, for purposes of this document, shall be defined as each line used on the land book. A complete exterior and reasonable interior inspection shall include the measuring of and sketching of each residence and other major buildings and improvements. Certified appraisal personnel of the firm shall view the property prior to the preparation of a market assessment.

On improved properties where no one is found to be at the property, a door hanger, as provided by the County, shall be left informing the owner that a reassessment is being conducted and requesting any needed information on the property. The firm's personnel shall make a notation on the field card and the property shall be appraised based on the best information available at that time.

Mandatory Appraisal Requirements regarding assessment of certain properties shall be as follows:

- a) **Manufactured/Mobile Homes:** The appraiser shall appraise all manufactured/mobile homes as real estate if the manufactured/mobile home is sitting on a permanent foundation with the hitch removed.
- b) **Residential Properties:** The appraiser shall be responsible for making a complete exterior and reasonable interior inspection which shall include measuring and sketching each residence and other major building improvements. The type of construction shall be recorded by component parts, such as foundations, basement area, wall construction, insulation, roof, floors, interior finish, heating system, fireplaces, plumbing fixtures, number of rooms, number of bedrooms and bathrooms, year built, year remodeled, exterior and interior conditions, physical depreciation, functional and economic obsolescence, general quality of construction and recent sales data.
- c) **Rural Properties:** Suburban and farm dwellings shall be visited and inspected in the same manner as residential buildings. All farm buildings and structures shall be measured, spotted and numbered in relation to the main dwelling on the fieldwork sketch card and listed according to their use, type of construction, size, age and condition. These improvements shall be appraised at their fair market value.
- d) **Commercial and Industrial Properties:** These properties shall be handled in the same manner and methodology as used in the appraisal of residential property. New construction and additions shall be accurately measured and a complete description shown for each. The basic cost data shall be applied to existing construction for the determination of accurate

and consistent replacement costs, less any physical depreciation, functional or economic obsolescence. In addition, income and expense data and market shall be used where applicable and available in assessing the properties.

- e) Apartment Buildings: All apartments of four or more dwelling units designed or redesigned for such occupancy, and all groups of apartment buildings are to be classified as analysis of income and expense data, if obtainable. The income approach to value must be considered in apartment appraisals and where actual rents are not available, economic rental shall be used.

- f) Industrial Plants: All industrial plants shall be appraised in the same manner as commercial properties. All yard improvements shall be listed individually and shall be priced and numbered; (A) Small Industrial Plants shall be appraised in the same manner as other commercial properties; (B) Major Industrial Complexes considered to be major industrial complexes, shall require a complete and separate report which shall be summarized, typed and bound and furnished to the County. This report shall include a building by building component part description of construction and fixed equipment taxable as real estate and shall show individual replacement value and depreciation for each. All yard improvements shall be listed individually and shall be priced and depreciated separately. Drawings of all buildings shall be made with buildings numbered and shown in their proper location size with the name of the building as known to the industry shown. The market and income approach to value shall be used if applicable; (C) All other properties not covered previously and required by law to be appraised, shall be appraised at market value using the acceptable appraisal standards. Timber shall be set out as a separate value; (D) New construction constructed during 2017 shall be appraised through December 31, 2017.

Prior to any informal administrative or other hearing, the Appraiser shall prepare and mail reassessment notices to all affected real property owners. This shall include the stuffing of all envelopes and the sorting of zip codes by the personnel of the appraisal firm.

Prior to any informal administrative or other hearing, when requested by the County, the Appraiser shall prepare for and conduct any informal hearing regarding this general reassessment, by furnishing qualified firm representatives to conduct the same, at a mutually agreed upon location in the County of Sussex, Virginia as furnished by the County. The Appraiser shall furnish written recommendations to the County for the disposition of any complaints made as a result of this general reassessment within ten (10) days of any such informal hearing.

The Appraiser shall furnish written recommendations to the County for the disposition of any complaint as a result of this general reassessment upon request of the County within ten (10) days of such request.

In the event of an appeal to any Court in the Commonwealth of Virginia, the Appraiser shall furnish such competent witness or witnesses and supporting evidence as may be required to defend the valuation(s) of the property in question.

The Appraiser or his designated agent shall meet with the Board of Equalization on an as- needed basis during the time period specified in the agreement between the County and the Appraiser, if so requested.

APPRAISER'S PERSONNEL AND WORK SPACE

The Appraiser shall use only qualified appraisers of good character with a minimum of ten (10) years of appraisal experience and shall use an adequate number in order to expeditiously perform the work called for in this Request for Proposal. The Appraiser and its employees are not employees or agents of the County. The Appraiser agrees that all of its employees shall have sufficient skills and experience to properly perform the work assigned, by the Appraiser to them, under this Request for Proposal.

All employees performing these appraisals and other skilled workers shall not be less than twenty-one (21) years of age and shall have sufficient education, training and experience in any phrase of the work assigned to them so as to perform properly and satisfactorily in the manner prescribed by this Request for Proposal.

Upon request of the County, any employee shall provide, through the Appraiser's company, satisfactory proof, by verified affidavit, as to his or her appraisal experience in a particular field.

Complete instructions and directions of all personnel of the Appraiser connected with the reassessment program shall be supplied by the Appraiser, subject to the advice and review of and by the County.

All clerical personnel involved in the property reassessment shall be the responsibility of the Appraiser. The County shall furnish, as available, all necessary office space with furnishing. All data processing, including the appraisal cards, reassessment book and notices shall be provided by the County.

INSURANCE

The Appraiser shall carry public liability, Workmen's Compensation and any other job related insurance designed to save and hold harmless the County, its officers and/or officials from all claims, demands, suits, actions, recoveries, judgments of any kind and description brought or recovered against them by reason of any act of the Appraiser, the Appraiser's agents, employees or subcontractors during the execution of the work project.

In addition to the insurance requirements as stated, the Appraiser shall also provide liability coverage. All insurance coverage shall name the County as an additional insured for this project. The limit of liability shall be at least one million (\$1,000,000.00) dollars.

AVAILABILITY OF FUNDS

The County shall be bound only to the extent of the funds available or which may hereafter become available for the purpose of this project.

FEDERAL AND STATE AGREEMENT REQUIREMENTS

The Appraiser agrees to abide by and conform to all federal, state and local laws and regulatory requirements, including but not limited to, the federal Civil Rights Act of 1964, as amended, the Federal Immigration Reform and Control Act of 1986, as amended, and the Virginia Fair Employment Contracting Act of 1975, as amended.

PROPOSAL FORMAT

Each proposal should include and be organized in a format similar to the following:

1. Description of the firm to be involved in the project, including current declaration page of professional liability, malpractice or error and omissions insurance indicating policy limits.
2. Description of the firm's concept of this project, methodology and time frame for accomplishing this scope of work.
3. Description of the firm's experience in performing similar types of work.
4. Provision of resumes for the persons to be assigned to the project along with their responsibilities.
5. List a minimum of three (3) reference (localities); identifying their lead staff person and providing phone numbers and/or email addresses, for whom the firm has been, or is, providing these same or similar services.

SELECTION PROCESS

Sussex County staff will perform the following:

1. Preliminary review - County staff in conjunction with representatives from the Sussex Board of Supervisors will review all proposals and select a minimum of three for interviews.
2. Interviews - County staff and/or representatives from the Board of Supervisors will interview the selected firms and rank them according to the following criteria:
 - a. The firm's understanding of the work to be performed.
 - b. The proposed methodology for performing the work.
 - c. The results of reference checks on past work.
 - d. The firm's overall background and experience conducting this type of work. The county prefers a firm conducting this type of work exclusively for the public sector.
3. At this time, firms will be requested to provide non-binding cost estimates for the project and staff hours to perform the task.
4. Final Selection - County staff will rank the firms and will negotiate a contract pursuant to the procedures set forth in the Virginia Public Procurement Act.
5. Award - County staff will recommend to the Sussex County Board of Supervisors the awarding of the contract. With the awarding of the contract by the Board of Supervisors, the selection process is concluded.

ADMINISTRATIVE MATTERS

- A. Interested firms must submit one (1) original and four (4) copies of their proposal no later than 4:30 p.m., Friday, July 8, 2016 to Patricia B. Poole, Sussex County Administrator's Office, Post Office Box 1397, Sussex, VA 23884 (physical address: 20135 Princeton Road, Stony Creek VA 23882). Phone (424) 246 1000
- B. Any request for clarification of any information contained in the RFP must be made in writing to the County Administrator at the address set out in subsection A. Any substantive clarifications will be mailed to all firms requesting the RFP. The County will not be responsible for any oral communications.
- C. Proposals received after the deadline of 4:30 p.m., Friday, July 8, 2016 or proposals that are faxed, emailed or telephoned will not be accepted. An original ink signature of an authorized principal of the firm and four (4) copies of the proposal must be submitted. The proposal must contain the full name of every person, firm or corporation involved and the address of the person, firm or corporation or firm submitting the proposal. If incorporated, identify the state in which incorporated.
- D. Proposals must be delivered by the stated deadline. Proposals arriving after the specified hour will not be accepted. Should a firm submitting the proposal finds any discrepancies or omissions in the proposal documents, the County Administrator shall be informed in writing. The County will not be responsible for any oral communications.
- E. Sussex County reserves the right to reject any and all proposals. Any proposal not in conformity with the Request For Proposal will not be considered.
- F. Sussex County will not be responsible for any expense incurred by the firm in preparing and submitting a proposal in response to this request, nor shall the County be responsible for any cost associated with negotiating an agreement with the selected firm. All proposals become the property of Sussex County.

Thank you for your interest in Sussex County, Virginia.

AGENDA ITEM #6.06

(Action Items)

Results of RFP #2016-03 – Emergency Medical Services

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The Request For Proposal for Emergency Medical Services was properly advertised. The closing date for responses was 2pm on Wednesday, August 10th, prior to this writing. After staff has received and reviewed the proposals, a recommendation will be provided to the Board at the meeting.

A copy of the RFP follows this summary sheet.

REQUEST FOR PROPOSAL
RFP #2016-03
EMERGENCY MEDICAL SERVICES

Sussex County is now accepting competitive sealed proposals for the provision of Emergency Medical Services as a supplement to the volunteer rescue squad.

I. BACKGROUND

Sussex County, Virginia encompasses a 499 square mile rural area in which has an approximate population of 12,500 people. The County is south of Richmond, Virginia. Emergency medical services are currently provided by two EMS volunteer agencies, the Stony Creek Volunteer Rescue and Waverly Rescue Squad, Inc. Both agencies are supplemented by the County through a paid contract services with two (2) medical transport company currently. Both EMS agencies provides Basic and Advanced Life Support services to the County's citizens. Both agencies responded to approximately 2,150 calls in the last 12 months.

Both EMS agencies are currently billing for services and it is critical that the needed information for billing is captured. Most importantly, it is the County's objective to preserve, protect and promote the public health, safety and general welfare of its citizens and to defray the rapidly increasing cost of operations for the County's volunteer rescue squad and for the contract expense associated with the supplemental EMS personnel utilized.

The Proposal must be submitted to Ms. Deborah A. Davis, County Administrator on or before August 10, 2016 at 2:00 PM. Please submit the RFP by mail to Sussex County Administration, Post Office Box 1397, Sussex, Virginia 23884 or deliver to Sussex County Administration Building, 20135, Princeton Road, Sussex, Virginia 23884. All questions related to the RFP must be emailed etvick@sussexcountyva.gov.

II. SCOPE OF SERVICES--Contract EMS Services

- A. The Provider shall respond to all emergency, non-emergency, mutual aid calls for service, **(and collect all information for billing the EMS call)** by supplying contract EMS providers to supplement volunteer services. Currently, one (1) EMS agency needs one (1 crew) contract staffing for six (6) days a week, twelve (12) hours per day and, the other agency has two (2) crews, one (1 crew) 24 hours per day, seven (7) days per week and, one (1 crew) 12 hours per day, seven days per week at peak hours. The Provider's supervisory staff shall monitor the activities of assigned personnel daily to insure that all contracted services are supplied in a professional and competent manner. Supervisory staff should personally visit the station weekly to monitor the activities of assigned personnel. Management and/or supervisory staff shall meet periodically/as needed with the Rescue Captain and County representatives to ensure a good working relationship between all stakeholders.

- B. If additional services are required and/or should the County in its singular discretion decide to enlarge the services to be provided by the Contractor herein to seven (7) days per week and twenty-four (24) hours per day per week, the Contractor upon written notification would provide such services on a seven (7) day per week and twenty-four (24) hours per day basis and/or an agreed amount per hour.
- C. The contract staff will follow the EMS agencies Rules and Regulations for daily operations along with the Sussex County Standard Operation Procedures (SOP).
- D. Each crew shall consist of one Advanced Life Support provider and one Basic Life Support provider. All personnel shall be certified in IS-700 Introduction to NIMS, ICS-100 Introduction to Incident Command, and ICS-200 Basic Incident Command.
- E. The Provider shall operate under the EMS agencies license at the direction of the Medical Director. The Provider shall use the agency's identification, will be listed as an affiliate of the assigned agency, and will operate under the Old Dominion Emergency Medical Services Alliance (ODEMSA) protocol.
- F. The Provider shall supply staffing (**only**) and utilize the equipment and supplies belonging to the County and the EMS agencies; wash, clean, and stock the vehicles in conformance with the State regulation inspection sheet; inspect each vehicle daily and complete the inspection forms provided by the agency. The contractor shall provide the uniforms for the staff with the EMS agency's name and agency's logos.
- G. The Provider shall complete electronic (E-PPCR's) and enter data into the computer program's immediately following each call. Paper copies of all reports shall be secured in accordance with the Health Insurance Portability and Accountability Act (HIPAA).
- H. Providers agree that the captains of the agencies may instruct the EMS staff of the company awarded the contract to perform maintenance on the equipment and cleanup of the building, and that the Provider shall instruct its employees to comply with such reasonable instructions, with the understanding that this does not make the agency Captain the supervisor of the employees.
- I. The contract providers agree that the County (Public Safety Coordinator) and the rescue captain (collectively) have the ability to request that an individual employee of the company awarded the contract no longer provide services to the County, and be removed immediately from duty.

III. Specific Terms and Conditions

- A. Contractor shall provide a history of the firm, qualifications and years of experience in 911 EMS services.

- B. Contractor shall provide three (3) current references from 911-based services.
- C. Contractor shall submit their privacy policy to ensure that information obtained from citizens in the County will remain confidential.
- D. The contractor shall purchase and maintain sufficient insurance to protect them from claims in the following amounts:

Workers' Compensation	State of Virginia requirements
General Liability	\$1,000,000 per occurrence
	\$2,000,000 annual aggregate
Automobile	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per occurrence

- E. A Certificate of Insurance shall be required within ten (10) days of the date of the award. The certificate must contain a provision stating that the coverages will not be canceled unless a minimum of fifteen (15) days prior written notice has been given to the County.
- F. The Contractor shall indemnify and hold harmless the County, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees arising out of or resulting from the negligence of the contractor, his agents or employees during the performance of this contract.

IV. GENERAL TERMS AND CONDITIONS

By submitting a proposal, the Contractor agrees to the following contract provisions:

A. Anti-Discrimination:

By submitting bids or proposals, bidders, offerors or contractors certify to Sussex County that they will conform to the provisions of the federal Civil Rights Act of 1964, as amended, the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the Virginia Public Procurement Act, which provides:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, political affiliation, veteran status, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona

vide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, shall state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The contractor shall include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

B. Ethics in Public Contracting:

By submitting a bid or proposal, bidders, offerors or contractors certify that their bids or proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder or offeror, supplier, manufacturer or subcontractor in connection with their bid or proposal and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. Immigration Reform and Control Act of 1986

By submitting a bid or proposal, bidders, offerors or contractors certify that they do not and will not, during the performance of this contract, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

D. Drug and Alcohol Abuse:

The County's goal is to provide a safe workplace by eliminating the hazards to health and job safety created by alcohol and other drug abuse. This applies to contractors, subcontractors and employees of firms doing business with the

County while on County premises. By submitting a bid or proposal, bidders, offerors or contractors certify full compliance with the County's Goals.

E. Receipt of Bids/Proposals:

To be considered, bids or proposals shall be received at the location provided and within the time period specified in the Invitation for Bids (IFB) or the Request for Proposals (RFP). Responses received after the specified date and time shall be returned unopened.

F. Acceptance/Rejection of Bids/Proposals:

Sussex County reserves the right to accept or reject any or all bids or proposals or portion of any bid or proposal and to reissue said bid or proposal. The County reserves the right to award a contract based on a lump sum or per item basis or a sample provided.

G. Clarification of Terms:

Prospective bidders, offerors or contractors may submit questions in writing concerning the specifications or other solicitation documents no later than seven (7) working days before the due date. Any revisions to the IFB or RFP will be issued as an addendum.

H. Precedence of Terms:

Paragraphs A - G of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions or any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

I. Use of Brand Names:

Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders, offerors or contractors to the specific brand, make or manufacturer named; it conveys the general style, type, character and quality of the article desired. Any article, which the County, in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended, shall be accepted.

J. Firm Prices:

Prices and all associated charges shall be firm for sixty (60) days after the due date of the bids or proposals unless otherwise stated by Sussex County.

K. Taxes:

Sussex County is exempt from federal, state and local taxes. Taxes included on invoices will be deducted from the payment amount. Tax-exempt forms will be completed for a vendor upon request.

L. Delivery:

All costs and other charges associated with the delivery of a good or non-professional service shall be included in the bid or proposal. The County reserves the right to cancel all or any part of a contract without obligation if delivery is not made within the time period specified in the bid or proposal document.

M. Required Signature:

All bids and proposals shall be signed with the firm name, federal identification number and by a representative possessing the authority to bind said firm with his/her signature. The County may request documentation of the signer's authority.

N. Qualifications of Bidders, offerors or contractors:

Sussex County may make such reasonable investigations as deemed proper and necessary to determine the ability of a bidder, offeror or contractor to perform the work or supply the goods. The bidder, offeror or contractor shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect the bidder's, offeror's or contractor's physical facilities prior to award to satisfy questions regarding the bidder's or offeror's capabilities. Further, the County reserves the right to reject any bid or proposal if the evidence submitted by, or investigations of, such bidder or offeror fails to satisfy the County that such bidder or offeror is properly qualified to carry out the obligations of the contract and to complete the work or supply the goods.

O. Changes to the Contract:

Changes can be made to the contract in one (1) of the following ways:

1. The Administrative staff may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract may include, but are not limited to the increasing and/or decreasing of EMS providers as needed to provide EMS coverage to its citizens. The contractor shall comply with the notice upon written notice. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Finance

Department a credit for any savings. Said compensation shall be determined by one of the following methods:

a. By mutual agreement between the parties in writing;

b. By agreeing on a (hourly rate) price or using a (hourly rate) price set forth in the contract, if the work to be done can be expressed in units (hours) and the contractor accounts for the number of units (hours) of work performed, subject to the Finance Department's right to audit the contractor's records and/or to determine the correct number of units (hours) independently;

c. By ordering the contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Finance Department with all invoices or other records of expenses incurred and savings realized. The Finance Department shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Finance Department within thirty (30) days from the date of receipt of the written order from the Finance Department.

P. Payment Terms:

All approved invoices will be paid within forty-five (45) days of receipt.

Q. Default:

In the case of failure to deliver goods or services in accordance with the contract terms and conditions, Sussex County, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to and cumulative with any other remedies the County may have under federal, state and local law. Any litigation arising from this Invitation for Bids (IFB) or Request for Proposals (RFP) or subsequent contract(s) shall be brought in the Circuit Court of Sussex County.

V. EVALUATION AND AWARD

Following receipt of proposals, the proposals will be evaluated based on the following criteria:

- A. Qualifications and experience of the Contractor
- B. Proposal preparation and understanding of scope of work
- C. Reference checks and evidence of collection rates
- D. Availability of the Contractor to provide timely client assistance and customer service based on prompt and timely updates, complaint and concern resolution and delivery of monies collected.
- E. Non-binding estimate of the cost of service
- F. History of compliance with applicable state, federal and local regulations concerning billing practices and related issues

Selection shall be made of two (2) or more firms deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation criteria. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each firm so selected, the evaluation committee shall make a recommendation of award to the Board of Supervisors. Should the County determine in writing and in its sole discretion that only one firm is fully qualified, or that one firm is clearly more qualified than the others under consideration, a contract may be negotiated and awarded to that firm. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation, and the firm's proposal as negotiated.

AGENDA ITEM #6.07

(Action Items)

Purchase Self Contained Breathing Apparatus Request

Please see documentation from Eddie T. Vick, Public Safety Coordinator regarding the process and purchase of Self Contained Breathing Apparatus.



OFFICE OF PUBLIC SAFETY
EDDIE T. VICK
PUBLIC SAFETY COORDINATOR
(434) 246-1044 – FAX (434)-246-6013
EMAIL: ETVICK@SUSSEXCOUNTYVA.GOV

COUNTY OF SUSSEX, VIRGINIA
POST OFFICE BOX 1397
15080 COURTHOUSE ROAD
SUSSEX, VIRGINIA 23884

August 5, 2016

TO: VANDY JONES, DEPUTY COUNTY ADMINISTRATOR
FROM: EDDIE T. VICK, PUBLIC SAFETY COORDINATOR
SUBJECT: SELF CONTAINED BREATHING APPARATUS (SCBA) REQUEST

Each day, we are asking our firefighters to enter into many dangerous environments. These include smoke filled structure, Hazardous Materials scenes and other Immediately Dangerous to Life and Health (IDLH) atmospheres. The safety of our firefighters must to our first priority. We have reached a point where the Self Contained Breathing Apparatus (SCBA) used by our departments are outdated. Also, most of the SCBA bottles (140 in our system) are already out of compliance (15 years life cycle) and must be replaced. The replacement cost for each bottle is around \$915.00 each. Even if we replace the current bottles, the apparatus is still outdated.

The national standard, National Fire Protection Association (NFPA) has changed the standard several time since these SCBA's were purchased. Many of the SCBA's within our system were purchased in the mid to late 1980's. Most of the SCBA's has reached their "end of life" cycle. Due to the cost, it is unrealistic to believe the department are able to upgrade their SCBA on their own. The firefighters are asked to respond to calls for service, keep up with their training requirements and many departments conduct fundraisers to keep their department equipped. All of the departments use the same SCBA type and manufacturer. This is imperative since we often relay on the nearest department for assistance daily and can use their spare bottles if needed.

After an extensive evaluation of our current fire apparatus fleet by our maintenance vendor, we feel that our current fire apparatus will continue to be effective for a few more years in their current condition. We are requesting that the Board of Supervisors allow us to use the \$400,000.00 towards the purchase of new SCBA and spare bottles for all of the County

department. Since the amount to complete this project exceeds that amount, we are asking the Board to approve an additional amount of \$40,000.00 to allow us to purchase the needed SCBA equipment and related items to bring us into compliance and ensure the safety of our firefighters. We also want to explore a Lease Purchase option as part of this process. This option would spread out the cost over several years and allow us to retain moneys for the purchase of a fire engine if needed (in the case of an emergency). Yes, we will be paying some interest over that period of time but, this will allow us to obtain the needed SCBA's now without putting the County in a financial bind and retaining some available case for emergencies. This option is exercised all the time each year by local governments. I have included those options (attached) in this memo. Also, we can ride an available contract and I have attached this also. There have been many jurisdictions here in the state that has purchased from this contract. We will get Mr. Flynn to look this over (H-GAC Contract) to ensure this meets the requirement for purchasing.

In the near future, we will develop a similar program to purchase firefighting "turn-our gear" and, an apparatus replacement schedule. This process will include reducing some apparatus and creating some new procedures for a more effective and efficient response to calls for service. The SCBA purchase is a 25 years investment (life expectancy) and the turn-out gear is a 10 year investment. We have reached a time in history where, the volunteer fire departments cannot continue to generate the needed funding to purchase these expensive equipment/apparatus without the help from the local government. Our assistance with these purchases will reduce the burden on the departments. Also, this will allow them to spend their time answering calls and, spend more time with their families rather than having constant fundraisers and struggle with constant stress over keeping their firefighters safe at an emergency scene.



PNC Equipment Finance
 995 Dalton Avenue
 Cincinnati, OH 45140

LEASE PAYMENT PROPOSAL

Prepared by: Jim Butts
 Phone: (513) 455-9164
 Fax: (866) 596-4245
 jim.butts@pnc.com

<p>For: Sussex County VA Fire Department</p> <p>Sussex, VA 23884</p> <p>Attn: Eddie Vick Phone: (804) 691-2582 Fax: Email: etvick@sussexcountvva.gov</p>	<p>Date: 8/5/2016 Quote Expires: 9/5/2016</p>
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One Dollar Buyout Lease
 This structure is similar to a loan but offers 100% financing and various soft costs can be included in the lease. We can offer seasonal payments, step-up payments, skip payments, 90-day deferred, etc. Please contact us for details about these options.

Equipment Cost:	\$ 439,568	Equipment Description:	MSA SCBA Equipment	
<u>Term</u>	<u>Annual Payment</u>	<u>Semi-Annual Payment</u>	<u>Quarterly Payment</u>	
5 Years (ADVANCE)	\$ 93,150	\$ 46,917	\$	23,545
4 Years (ADVANCE)	\$ 114,661	\$ 57,742	\$	28,974
3 Years (ADVANCE)	\$ 150,639	\$ 75,846	\$	38,056

* Quote above assumes that the applicant is a tax exempt government entity.
 * The payment described in this quote has been calculated based on the "Swaps" rate. If on the Commencement Date for the last item of Equipment prior to the beginning of the Initial Term, the "Swaps" rate is greater or there is an adverse change in Lessee's credit standing, Lessor may adjust the payment accordingly.
 * This quote is subject to final credit approval by PNCEF. There is a one time \$200 documentation fee.



PNC Equipment Finance
 995 Dalton Avenue
 Cincinnati, OH 45140

LEASE PAYMENT PROPOSAL

Prepared by: Jim Butts
 Phone: (513) 455-9164
 Fax: (866) 596-4245
 jim.butts@pnc.com

For: Sussex County VA Fire Department	Date: 8/5/2016
Sussex, VA 23884	Quote Expires: 9/5/2016
Attn: Eddie Vick	
Phone: (804) 691-2582	
Fax:	
Email: etvick@sussexcountyva.gov	

One Dollar Buyout Lease
 This structure is similar to a loan but offers 100% financing and various soft costs can be included in the lease. We can offer seasonal payments, step-up payments, skip payments, 90-day deferred, etc. Please contact us for details about these options.

Equipment Cost:	\$ 439,568	Equipment Description: MSA SCBA Equipment	
<u>Term</u>	<u>Annual Payment</u>	<u>Semi-Annual Payment</u>	<u>Quarterly Payment</u>
5 Years (ADVANCE)	\$ 93,150	\$ 46,917	\$ 23,545
4 Years (ADVANCE)	\$ 114,661	\$ 57,742	\$ 28,974
3 Years (ADVANCE)	\$ 150,639	\$ 75,846	\$ 38,056

* Quote above assumes that the applicant is a tax exempt government entity.
 * The payment described in this quote has been calculated based on the "Swaps" rate. If on the Commencement Date for the last item of Equipment prior to the beginning of the Initial Term, the "Swaps" rate is greater or there is an adverse change in Lessee's credit standing, Lessor may adjust the payment accordingly.
 * This quote is subject to final credit approval by PNCEF. There is a one time \$200 documentation fee.

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
MINE SAFETY APPLIANCES, LLC
Cranberry, Pennsylvania

This Contract is made and entered into by the Houston-Galveston Area Council of Governments, hereinafter referred to as H-GAC, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, Mine Safety Appliances, LLC, hereinafter referred to as the CONTRACTOR, having its principal place of business at 1000 Cranberry Woods Drive, Cranberry, Pennsylvania 16066.

ARTICLE 1:**SCOPE OF SERVICES**

The parties have entered into a Emergency Medical & Rescue Equipment Contract to become effective as of August 1, 2015, and to continue through July 31, 2017 (the "Contract"), subject to extension upon mutual agreement of the CONTRACTOR and H-GAC. H-GAC enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as END USER, for the purchase of Emergency Medical & Rescue Equipment offered by the CONTRACTOR. The CONTRACTOR agrees to sell Emergency Medical & Rescue Equipment through the H-GAC Contract to END USERS.

ARTICLE 2:**THE COMPLETE AGREEMENT**

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No:EE08-15, including any relevant suffixes
4. CONTRACTOR's Response to Bid No:EE08-15, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3:**LEGAL AUTHORITY**

CONTRACTOR and H-GAC warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4:**APPLICABLE LAWS**

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5:**INDEPENDENT CONTRACTOR**

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of H-GAC or CONTRACTOR. No provision of this Contract or act of H-GAC in performance of this Contract shall be construed as making CONTRACTOR the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of CONTRACTOR are subject to the exclusive control and supervision of CONTRACTOR. CONTRACTOR is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6:**END USER AGREEMENTS**

H-GAC acknowledges that the END USER may choose to enter into an End User Agreement with the CONTRACTOR through this Contract and that the term of said Agreement may exceed the term of the H-GAC Contract. However this acknowledgement is not to be construed as H-GAC's endorsement or approval of the End User Agreement terms and conditions. CONTRACTOR agrees not to offer to, agree to or accept from END USER any terms or conditions that conflict with or contravene those in CONTRACTOR's H-GAC contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between CONTRACTOR and any END USER which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that CONTRACTOR will no longer be able to enter into any new End User Agreements with END USERS pursuant to this Contract. Applicable H-GAC order processing charges will be due and payable to H-GAC on any End User Agreements surviving termination of this Contract between H-GAC and CONTRACTOR.

CONTRACT ASSIGNMENT AND ASSUMPTION AGREEMENT

This Contract Assignment and Assumption Agreement is made by and between the Houston-Galveston Area Council of Governments (H-GAC), Mine Safety Appliances, LLC (Contractor) and Fire Protection Equipment Company Inc., (Assignee).

WHEREAS, Contractor entered into a cooperative purchasing Contract, identified as FE08-15, with H-GAC for the sale of Emergency Medical & Rescue Equipment to various End User governmental agencies participating in H-GAC's Cooperative Purchasing Program; and

WHEREAS, Contractor assigns the performance of its obligations under the Contract to Assignee for cooperative purchasing business in specific areas (per attached Information Sheet); and

WHEREAS, Assignee shall perform as stipulated in the original Contract (a copy of which is attached hereto) and comply with all the terms and conditions set forth therein; and

WHEREAS, Contractor will continue as originally contracted with H-GAC; and

NOW THEREFORE, Assignee agrees to accept this assignment, and H-GAC concurs.

Unless otherwise noted, this Agreement goes into effect on the date signed by H-GAC. All other terms and conditions of the Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Contract Assignment and Assumption Agreement to be executed by their respective duly authorized representatives.

Signed for Houston-Galveston Area Council: [Signature]
Jack Steele, Executive Director

Attest for Houston-Galveston Area Council: [Signature]
Deirdre Vick, Public Services Director
Date: 10/11, 2015

Signed for Mine Safety Appliances, LLC Cranberry, Pennsylvania: [Signature] Date: October 29, 2015
(Signature of Contractor)

Michael J. Taillon, Manager, NA Sales Channels
Printed Name & Title

Signed for Fire Protection Equipment Company, Inc. Richmond, Virginia: [Signature] Date: 10/20/15
(Signature of Assignee)

R. LEAHEY OWNER
Printed Name & Title

Information Sheet

Assignee:

Fire Protection Equipment Company Inc.

Dun & Bradstreet No.: 06-600-3989

Contact Person:

Name: Robert A. Leahey
Title: Owner
TEL: 804-262-1594
FAX: 804-262-1023
Email: rleahey@fireprotection-va.com

Address:

7206 Impala Drive
Richmond, VA 23228

Territory:

State of Virginia
(Counties: Culpepper, Stafford, Orange Spotsylvania, Caroline, Louisa, Hanover, Goochland, Henrico, Charles City, City of Richmond, Powhatan, Amelia, Chesterfield, Dinwiddie, Hopewell, Petersburg, James City, Surry, Prince George, Sussex, Brunswick, Greensville, Emporia, South Hampton, Isle of Wright, Suffolk, Chesapeake, Portsmouth, Norfolk, Virginia Beach, Gloucester, Williamsburg, Newport News, Hampton, York and Poquoson)

Attachment A
 Mine Safety Appliances, LLC
 Emergency Medical & Rescue Equipment
 Contract No.: EE08-15

Product Code	Mfg.	Model & Description	Base Offered Price
ACA	MSA	GI SCBA 30 minute service life, 2216 PSI cylinder pressure rating, Carbon cylinder w/facepiece NFPA 2013 Standard	\$ 5,340.00
ACB	MSA	M7XT SCBA, w/facepiece 30 minute service life, 2660 PSI cylinder pressure rating, aluminum cylinder NFPA 2013 Standard	\$ 6,250.00
ACC	MSA	M7XT SCBA, w/facepiece 30 minute service life, 4500 PSI cylinder pressure rating, Carbon cylinder NFPA 2013 Standard	\$ 6,435.00
ACD	MSA	GI SCBA, 45 minute service life, 4500 PSI cylinder pressure rating, Carbon cylinder, w/facepiece NFPA 2013 Standard	\$ 5,720.00
ACE	MSA	GI SCBA, 30 minute service life, 4500 PSI cylinder pressure rating, Carbon cylinder, w/facepiece NFPA 2013 Standard	\$ 5,670.00
ACF	MSA	GI SCBA, 60 minute service life, 4500 PSI cylinder pressure rating, Carbon cylinder w/facepiece NFPA 2013 Standard	\$ 5,895.00
ACG	MSA	GI SCBA w/facepiece, 5500-psi, 30, 45, 60, & 75 minute HP carbon cylinder NFPA 2013 Standard	\$ 6,340.00
HEA	MSA	Evolution 6000 Basic TIC (NFPA) Microbolometer (sensor) Resolution 320 X 240HD, Laser Pointer, flashlight	\$ 10,050.00
HEB	MSA	Evolution 6000 Plus TIC (NFPA) 2X/4X zoom, 6-user-selectable color palettes, Resolution 320 X 240HD, range finder, transmitter	\$ 11,190.00
HEC	MSA	Evolution 6000 Xtreme TIC (NFPA) 2X/4X zoom, 6-user-selectable color palettes, Resolution 320 X 240HD, range finder, transmitter, video picture capture	\$ 12,730.00
HEE	MSA	Evolution 5800 TIC, Microbolometer (sensor) Resolution 320x240	\$ 10,750.00
HEF	MSA	Evolution 5200 HD2 TIC, Microbolometer (sensor) - Resolution 160 x 120	\$ 9,935.00
HEG	MSA	Evolution 5200 TIC, Microbolometer (sensor) - Resolution 160 x 120	\$ 9,710.00
HEH	MSA	Evolution 5600 TIC, Microbolometer (sensor) - Resolution 120 x 120	\$ 6,520.00

Offeror Name: _____

Notes: (Important)

- 1) Use a single **Form E** for ALL Option/Accessory items and quote each on a single, separate line. **DO NOT** use multiple **Form E's**... Add or insert additional lines as necessary.
- 2) Completely describe each item. Include the manufacturer's code or part number. Each item listed **MUST** have a unique code or part number so that it can be identified in any subsequent contract.
- 3) Options which replace standard equipment on a **Form D/DI** Item should be priced net of any credit due for the replaced item.
- 4) Options which are upgrades/downgrades of a **Form D/DI** Item should be priced at the differential amount between the cost of the **Form D/DI** Item and the upgrade/downgrade option.

Code or Part No.	Option Description	Offered Price
10158389	Dovetail brackets & gauge gaurd, Type 2, 30 min high pressure	\$26.50
10158390	Dovetail brackets & gauge gaurd, Type 3, 45 min Lo Pro	\$26.50
10158401	Dovetail brackets & gauge gaurd, Type 4, 2216 & 45 min fatty	\$26.50
10158402	Dovetail brackets & gauge gaurd, Type 5, 60 min	\$26.50
10156422-SP	G1 Cylinder, Remote Connect, 2216 psi, 30min	\$908.00
10156423-SP	G1 Cylinder, Remote Connect, 4500 psi, 30min	\$766.00
10156424-SP	G1 Cylinder, Remote Connect, 4500 psi, 45min Lo Pro	\$993.00
10156425-SP	G1 Cylinder, Remote Connect, 4500 psi, 45min fatty	\$993.00
10156426-SP	G1 Cylinder, Remote Connect, 4500 psi, 60min	\$1,219.00
10156427	G1 Cylinder, Remote Connect, 5500 psi, 30min	\$1,350.00
10156428	G1 Cylinder, Remote Connect, 5500 psi, 45min	\$1,650.00
10156429	G1 Cylinder, Remote Connect, 5500 psi, 60min	\$1,900.00
10156430	G1 Cylinder, Remote Connect, 5500 psi, 75min	\$2,200.00
10156445	G1 Cylinder, Direct Connect, 5500 psi, 30min	\$1,350.00
10156446	G1 Cylinder, Direct Connect, 5500 psi, 45min	\$1,650.00
10156447	G1 Cylinder, Direct Connect, 5500 psi, 60min	\$1,900.00
10156448	G1 Cylinder, Direct Connect, 5500 psi, 75min	\$2,200.00
10156458	Facepiece, G1, SM, SM Nosecup, 4 PT Harness	\$265.00
10156459	Facepiece, G1, MD, MD Nosecup, 4 PT Harness	\$265.00
10156460	Facepiece, G1, LG, LG Nosecup, 4 PT Harness	\$265.00
10161809	Facepiece, G1, SM, SM Nosecup, 4 PT Harness w neckstrap	\$279.00
10161810	Facepiece, G1, MD, MD Nosecup, 4 PT Harness w neckstrap	\$279.00
10161811	Facepiece, G1, LG, LG Nosecup, 4 PT Harness w neckstrap	\$279.00
10161812	Facepiece, G1, SM, SM Nosecup, 5 PT Harness	\$265.00

10161813	Facepiece, G1, MD, MD Nosecup, 5 PT Harness	\$265.00
10161814	Facepiece, G1, LG, LG Nosecup, 5 PT Harness	\$265.00
10161815	Facepiece, G1, SM, SM Nosecup, 5 PT Harness w/neckstrap	\$279.00
10161816	Facepiece, G1, MD, MD Nosecup, 5 PT Harness w/neckstrap	\$279.00
10161817	Facepiece, G1, LG, LG Nosecup, 5 PT Harness w/harness	\$279.00
10149701-SP	Quick Connect Adapter, 2215/3000	\$60.00
10149702-SP	Quick Connect Adapter, 4500/5500	\$53.00
10144231-SP	APR Adapter Kit, G1 Facepiece	\$40.00
805078	Fit Test Adapter, Quick Check	\$145.30
496081	Opti Filter XL HE/P100 for fit testing box of 6	\$138.14
10148741-sp	Spare Rechargeable Battery Pack	\$320.00
10158385	Rechargeable Battery Charging Station	\$475.00
10158408	Quick Connect Adapter for Fill Stations	\$615.40
SCV10457	CGA 347 adapter brass x 1/4" male NPT for use with above	\$19.50
10158409	G1 Flow Test Adapter	\$350.00
10110435	Posi Check USB Software	\$1,093.12
10163472	Medium Pressure Flow Test Hose	\$350.00
10158403	G1 Tool Kit	\$660.00
ZT-G1CARE-12HR	CARE Class Level 1 (New Technician - full service tech incl flow testing)	\$800.00
ZT-G1CARE-8HR	CARE Class Level 1 (for current MSA seba technicians)	\$550.00
10072240	Base Station Kit for Telemetry	\$1,769.00
10158407	G1 Tag Reader/Writer	\$600.00
10083875	G1 RFID ID tags	\$36.70
10158407	G1 Tag Reader/Writer (qty of 1)	\$600.00
10083875	G1 RFID ID tags (qty of 1)	\$36.70
10126742	Mask Bag Red	\$48.85
10126741	Mask Bag Black	\$48.85
817092	Soft Carry Case	\$195.00
10156468	3 ft transfill hose and pouch	\$850.00
10144230	Spectacle Kit, G1 Facepiece	\$110.00
10148740-sp	Spare Alkaline Battery Pack	\$210.00
10144231-SP	APR Adapter Kit, G1 Facepiece	\$40.00
10039825	Dual purpose hose for bucket	\$460.90



PNC Equipment Finance
 995 Dalton Avenue
 Cincinnati, OH 45140

LEASE PAYMENT PROPOSAL

Prepared by: Jim Butts
 Phone: (513) 455-9164
 Fax: (866) 596-4245
 jim.butts@pnc.com

For: Sussex County VA Fire Department	Date: 8/2/2016
Sussex, VA 23884	Quote Expires: 9/2/2016
Attn: Eddie Vick	
Phone: (804) 691-2582	
Fax:	
Email: evick@sussexcountyva.gov	

One Dollar Buyout Lease
 This structure is similar to a loan but offers 100% financing and various soft costs can be included in the lease. We can offer: seasonal payments, step-up payments, skip payments, 90-day deferred, etc. Please contact us for details about these options.

Equipment Cost:	\$ 461,340	Equipment Description:	MSA SCBA Equipment
<u>Term</u>	<u>Annual Payment</u>	<u>Semi-Annual Payment</u>	<u>Quarterly Payment</u>
5 Years (ADVANCE)	\$ 97,764	\$ 49,241	\$ 24,711
4 Years (ADVANCE)	\$ 120,341	\$ 60,602	\$ 30,409
3 Years (ADVANCE)	\$ 158,100	\$ 79,603	\$ 39,941

- * Quote above assumes that the applicant is a tax exempt government entity.
- * The payment described in this quote has been calculated based on the "Swaps" rate. If on the Commencement Date for the last item of Equipment prior to the beginning of the Initial Term, the "Swaps" rate is greater or there is an adverse change in Lessee's credit standing, Lessor may adjust the payment accordingly.
- * This quote is subject to final credit approval by PNCEF. There is a one time \$200 documentation fee.

AGENDA ITEM #6.08

(Action Items)

Radio System Update/Contingency Data

=====

HISTORY: The current radio system we are using was completed sometime around the 2003 time frame. In 2011, our current radio vendor (Mace, Inc.) notified us that the backbone of the system was obsolete and was no longer supported by the manufacturer. This condition created discussions with the Board of Supervisors about a plan of action going forward. The Board approved to contract with Federal Engineering (FE) to conduct studies to determine what the best possible solution to address our radio communication needs. Several documents were produced, the Sussex County Communications Needs Analysis Report and a Coverage Report. From those reports, the County authorized FE to look into a radio communication solution and entered in the Task Order 3 agreement (copy attached, \$90,648.00) with them. After this process had begun, the Board of Supervisors instructed the staff to look at the STARS system as an option for a second time. This request increased the length of time in the process and also increased the cost of the Task Order 3 (see Task Order A, \$99,867.00) and an amendment was issued.

During this process, several options were looked at, the Department of Correction (DOC) system and the STARS system (Virginia State Police). After an evaluation of both systems by FE, the Board of Supervisors approved the county staff to pursue the DOC system (copy of the resolution attached). Since DOC had already procured the system and it was in the testing phase, Sussex County would “build out” its capability for the County’s use.

Task Order 3: This Task Order allowed FE to begin the process of developing the County’s Specifications and Procurement Strategy’s and Negotiation the Best and Final Offer (BAFO) contract with the Harris Corporation (the radio vendor for the DOC). Also, this Task Order 3 includes a “Time and Material” clause (see Amendment Number 2) to include services after the Scope of Work had been met.

After some research on the Task Order 3, the Finance Department did not locate a resolution where the Board approved and/or appropriated this order. The County Administrator signed the order and returned it to FE to begin this work. This condition creates a financial shortfall within the project. Since the funding was not appropriated, the invoices from FE were being paid from the \$2M that was set aside for the radio project in the FY-2014-2015 Budget.

Memos: After receiving the BAFO from Harris Corporation in December 2014, several items that were not included and needed addressing before the final amount of funding was approved by the Board. A memo was sent to the County Administrator and the Finance Director (Mr. T. Robertson Blount, attached) with the updated information. Mr. Blount sent the County Administrator a memo (attached) with a recommendation in the amount of \$4.8M for the radio project and to consider a resolution to amend the budget to \$2.8 M. This request also included a Public Hearing since all of the funding needed to be approved before the contract with Harris

Corporation could be signed. This same memo was included in the December 18, 2014 Board packet.

Radio System Appropriation and Approval: The Board approved the additional funding in the amount of \$2.4M, not \$4.8 M as recommended making a total amount of \$4.4M for the radio project. Attached is the signed radio contract with Harris Corporation in the amount of \$4,236,990.50 dated March 19, 2015. The difference of the approved amount (\$4.4M) and the contract amount (\$4,236,990.50) is \$163,009.50 which is being used as contingency funding. The recommended contingency amount was \$400,000.00 as stated in my memo date December 15, 2014 which is included.

At the July 21, 2016 Board of Supervisors meeting, there was some conversation on the appropriation/approval amount of contingency funding for this project. The Contingency Fund was never part of the Harris Contract. It was stated (in the public meeting and recorded) that \$400,000.00 was determined too large of an amount by the Finance Committee members apparently. Staff is not sure what formula was used, if any, to determine what the proper contingency amount should be. Our radio consultants recommended 10% of the contract amount. We used \$4M as the base number to determine the amount of contingency funding. This was the same amount in Mr. Blount memo. Based on the approved amount of funding for this project and the reduced contingency funding request, we will be short on funding to complete this project (within budget) and not be able to continue to pay our consultants in the future to ensure the system is designed and installed to our specifications without the additional funding.

The Contract: Included is a signed copy of the Harris Contract (attached). Also included is a copy of the Response to Harris Best and Final Offer Requirements and Figure 32 and 33. The Figure 32 and 33 outlines the responsibility of each party. Please note these two (2) figures show the County's responsibility for strengthening, replacing the towers and leases as needed for the radio system. These figures are very reasonable, since this is the County's radio system.

Federal Engineering (FE): Federal Engineering is our Radio consultants. They are working on behalf of Sussex County to ensure the system meets the recommended specifications and is installed as outlined in the signed contract. Since we don't have the technical knowledge for a project of this type, this makes good common sense to utilize a consulting group like FE whom expertise is in radio communication and have consulted and implemented radio systems all over the United States.

Funding to Date: Included is a copy of the payment milestone as listed in the contract and a spreadsheet that shows the payments and balance of the radio project as of June 30, 2016. The ending balance for the signed Harris Contract is \$1,178,457.75.

Also, included is a spreadsheet with FE as of June 30, 2016. This spreadsheet shows the studies through the negotiation process and the Implementation Support. Task Orders 2, 3 and 3A were \$147,761.00. The Implementation Support after the signing of the contract to date is \$49,166.14.

Conclusion: Additional funding will be needed to complete this project. As stated many times before, until we can get through the tower related issues, a firm completion number is an unknown for now. Hopefully, we will know that information soon. Staff will report that information to the Board of Supervisors.



"Unleashing the Power of Technology"

Federal
Engineering®

Federal Engineering, Inc.

10600 Arrowhead Drive

Fairfax, VA 22030

703-359-8200

STATEMENT OF WORK (SOW)

Issued: February 26, 2014

**ATTACHMENT TO FE
BASIC SERVICE AGREEMENT**

Dated: February 16, 2012

**TASK ORDER 3
PROJECT SUSX-PSMR-PRO
SUSSEX COUNTY, VIRGINIA
PUBLIC SAFETY MOBILE RADIO
PROCUREMENT SUPPORT**

1.0 INTRODUCTION AND ISSUES

Under Task Order 1 of the referenced service agreement, Federal Engineering, Inc. (**FE**) completed a communications system needs analysis for the County of Sussex (County). Task Order 2 provided a framework for **FE** to respond to ad-hoc, short-term assignments regarding the County's public safety radio system project.

Under this Task Order 3, **FE** will assist the County in procuring a new public safety mobile radio system.

2.0 TASKS TO BE PERFORMED

2.1 Develop Procurement Strategy

2.1.1 **FE** will meet with the County to finalize the system requirements (e.g., P25 upgrade, trunked versus conventional, coverage area, and performance) and to discuss the Procurement Strategy.

2.1.2 The potential financial benefits and risks of procuring the system in several steps versus a single upgrade will be explored with the County by **FE**.

2.1.3 *FE* will document the final approach agreed to by the County in memorandum form before moving forward with RFP Development.

2.2 Develop RFP Specifications

2.2.1 *FE* will draft one set of RFP specifications for inclusion in the County boilerplate.

2.2.2 *FE* will review the draft RFP specifications with Sussex Public Safety and Sussex Procurement via teleconference.

2.2.3 *FE* will incorporate the County's comments and deliver the final RFP specifications

2.3 Procurement Support

2.3.1 *FE* will attend vendor prebid meeting.

2.3.2 *FE* will generate answers to vendors' technical questions.

2.3.3 *FE* will develop modifications to the RFP specifications if necessary.

2.3.4 *FE* will review up to two vendor proposals and make recommendations to the County.

2.4 Negotiations Support

FE will provide on-site technical assistance during vendor contract negotiations.

3.0 DELIVERABLES / MILESTONES

Federal Engineering will work with the County to develop a mutually agreeable schedule.

FE will provide electronic copies of all deliverables. Deliverables and briefings shall be provided in either Microsoft Office® or Adobe Acrobat® formats at the choice of the County. It will be the responsibility of the County and its participants to ensure compatibility with their respective word processing and other computer systems.

4.0 STAFFING AND PROGRAM ORGANIZATION

Ms. Susan Stengel, Senior Consultant, will serve as the Program Manager for this statement of work. Technical support will be provided by other *FE* personnel as necessary.

5.0 COSTS

The firm-fixed-price cost for those tasks called out in Section 2 (excluding optional tasks) is \$90,648 which includes labor travel, and other direct costs. This price assumes SOW execution and notice to proceed is received by *FE* on or before July 1, 2014.

FE proposes the following payment schedule:

Milestone/Deliverables	Invoice
Meeting with County to finalize procurement strategy	\$17,248
Procurement strategy recommendations memorandum	\$12,000
Draft RFP specifications	\$15,000
Final RFP specifications	\$ 7,480
Vendor pre-bid conference	\$10,460
Completion of proposal evaluations and recommendations made	\$16,000
Completion of Negotiation Support	\$12,460
Total	\$90,648

6.0 BASIS OF THIS STATEMENT OF WORK

1. This SOW assumes Federal Engineering, Inc. will perform all of the tasks as called out in Section 2 (excluding optional tasks). The deletion of a task or significant change in scope of one or more tasks may affect the overall price.
2. Section 2.4 is based upon 40 hours of on-site negotiation support. Additional negotiation support can be provided on a time and material basis in accordance with the Basic Service Agreement.
3. Any optional or additional tasking will be authorized by mutual agreement by the

County and **FE**. Such tasking will be performed on a time and materials basis in accordance with the rates called out in the contract or on a firm-fixed-price basis as mutually agreed to by the County and **FE**.

4. **FE's** ability to fulfill this task depends, in part, on the willingness and ability of Sussex County, County participants, equipment vendors, service providers, third parties, and others to provide information in a timely manner, and upon the accuracy of the information as supplied. The accuracy of input data, whether provided in electronic or hard copy form, and the recommendations, actions, system designs, and procurements resulting therefrom including vendor actions and protests cannot, therefore, be warranted by **FE** nor can the performance, suitability, or reliability of said systems be warranted by **FE**.
5. This SOW assumes a 16-week program schedule from notice to proceed to the equipment vendor contract award. Delays to the program schedule due to actions or lack of actions on the part of Sussex County, County participants, third parties, and others that impact the program schedule and/or costs to the County will be brought to the attention of the County's Project Manager in a timely manner, and will be reduced to writing via a mutually agreed upon SOW/contract amendment.

Submitted by **FE**:

Ronald F. Bosco
Ronald F. Bosco, President
February 26, 2014

Authorization to begin work by **Sussex County**

Thomas E. Harris
(Signature)

Thomas E. Harris
(Printed name and title)

3/25/14
(Date)



"Unleashing the Power of Technology"

Federal
Engineering®

Federal Engineering, Inc.

10600 Arrowhead Drive

Fairfax, VA 22030

703-359-8200

CONTRACT AMENDMENT

Issued: February 26, 2014

**AMENDMENT TO
BASIC SERVICES AGREEMENT**

Dated February 16, 2012

**AMENDMENT NUMBER 1
SUSSEX COUNTY, VIRGINIA
PUBLIC SAFETY/WIRELESS COMMUNICATIONS CONSULTING**

1. The period of performance of the basic services agreement is extended to December 31, 2014.
2. Schedule A of the basic services agreement is replace with the attached Schedule A.
3. All other terms and conditions remain the same and in full force.

FEDERAL ENGINEERING, INC.

SUSSEX COUNTY, VIRGINIA

Ronald F. Bosco

Ronald F. Bosco, President
February 26, 2014

Thomas E. Hancock

(Signature)

Thomas E. Hancock
(Printed name and title)

3/25/14
(Date)

Schedule A
Federal Engineering
Long-term Consulting Rates

Effective January 1, 2014 through December 31, 2014

Director/Chief Consultant	\$200.00
Senior Consultant	\$170.00
Consultant	\$145.00
Senior Analyst	\$120.00
Analyst	\$ 90.00
Administrative/Computer Services	\$ 60.00

TERMS AND CONDITIONS

1. Long-term rates do not include state or local taxes.
2. Subcontracts, travel, meals on a per diem cost basis, and other direct non-labor charges will be invoiced at actual cost plus 20 percent to account for general and administrative costs.
3. Hours expended for travel in support of the SOW are billable hours.
4. Invoices will be rendered monthly. All invoices are due and payable 30 days from issuance. Late balances are subject to a finance charge of 1.5 percent per month (or fraction thereof).

This page is proprietary to Federal Engineering, Inc. and shall not be disclosed to third parties without prior written permission from Federal Engineering, Inc.



Federal Engineering, Inc.

10600 Arrowhead Drive

Fairfax, VA 22030

703-359-8200

STATEMENT OF WORK (SOW)

Issued: May 16, 2014

**ATTACHMENT TO FE
BASIC SERVICE AGREEMENT**

Dated: February 16, 2012

**TASK ORDER 3A
PROJECT SUSX-PSMR-PRO
SUSSEX COUNTY, VIRGINIA
PUBLIC SAFETY MOBILE RADIO
PROCUREMENT SUPPORT**

1. INTRODUCTION AND ISSUES

Under Task Order 1 of the referenced service agreement, Federal Engineering, Inc. (**FE**) completed a communications system needs analysis for the County of Sussex (County) in support of future County efforts to procure a new radio system.

Task Order 2 provided a framework for **FE** to respond to ad-hoc, short-term assignments regarding the County's public safety radio system project.

The Virginia Department of Corrections (DOC) and Virginia State Police (VSP) offered to share their existing radio systems infrastructure with Sussex County. The systems offered are significantly different in design, capacity, and service area coverage. Both systems will require added equipment in order to integrate Sussex County public safety users into whichever system the County elects to join.

This task order replaces Task Order 3 dated February 26, 2014. Under this Task Order 3A, **FE** will support the County with the procurement of one of the two systems offered.

2.5. Implementation Support

2.5.1. **FE** will provide up to 40 hours of implementation support. Support for this task beyond the initial 40 hours will be provided on a Time and materials basis in accordance with the terms in the Basic Service Agreement between the County and **FE**.

3. DELIVERABLES / MILESTONES

Federal Engineering will work with the County to develop a mutually agreeable schedule.

FE will provide electronic copies of all deliverables. Deliverables and briefings shall be provided in either Microsoft Office[®] or Adobe Acrobat[®] formats at the choice of the County. It will be the responsibility of the County and its participants to ensure compatibility with their respective word processing and other computer systems.

4.0 STAFFING AND PROGRAM ORGANIZATION

Ric Martin, Chief Consultant, will serve as the initial Program Manager for this statement of work. Technical support will be provided by other **FE** personnel as necessary.

5.0 COSTS

The firm-fixed-price cost for those tasks called out in Section 2 is \$99,867 which includes labor travel, and other direct costs. This price assumes SOW execution and notice to proceed is received by **FE** on or before May 26, 2014.

FE proposes the following payment schedule:

Milestone/Deliverables	Invoice
System Alternatives Report provided to Sussex	\$35,000
Best and Final Offer Request provided to Sussex	\$25,000
Procurement Strategy memorandum provided to Sussex,	\$19,867
Begin negotiations with selected vendor/agency	\$10,000
Completion of Kickoff meeting for Implementation Support	\$10,000
Total	\$99,867

6.0 BASIS OF THIS STATEMENT OF WORK

1. This SOW assumes Federal Engineering, Inc. will perform all of the tasks as called out in Section 2. The deletion of a task or significant change in scope of one or more

tasks may affect the overall price.

2. Any optional or additional tasking will be authorized by mutual agreement by the County and **FE**. Such tasking will be performed on a time and materials basis in accordance with the rates called out in the contract or on a firm-fixed-price basis as mutually agreed to by the County and **FE**.
3. **FE's** ability to fulfill this task depends, in part, on the willingness and ability of Sussex County, County participants, Commonwealth of Virginia personnel, equipment vendors, service providers, third parties, and others to provide information in a timely manner, and upon the accuracy of the information as supplied. The accuracy of input data, whether provided in electronic or hard copy form, and the recommendations, actions, system designs, and procurements resulting therefrom including vendor actions and protests cannot, therefore, be warranted by **FE** nor can the performance, suitability, or reliability of said systems be warranted by **FE**.
4. This SOW assumes an 18-week program schedule from notice to proceed to the equipment vendor contract award. Delays to the program schedule due to actions or lack of actions on the part of Sussex County, County participants, third parties, and others that impact the program schedule and/or costs to the County will be brought to the attention of the County's Project Manager in a timely manner, and will be reduced to writing via a mutually agreed upon SOW/contract amendment.

Submitted by **FE**:

Ronald F. Bosco
Ronald F. Bosco, President
May 16, 2014

Authorization to begin work by **Sussex County**:

Thomas E. Harrier
(Signature)

Thomas E. Harrier County Administrator
(Printed name and title)

6/1/14
(Date)



"Unleashing the Power of Technology"

Federal Engineering®

Federal Engineering, Inc.

10600 Arrowhead Drive
Fairfax, VA 22030
703-359-8200

CONTRACT AMENDMENT
Issued: March 16, 2015

**AMENDMENT TO
BASIC SERVICES AGREEMENT**
Dated February 16, 2012

**AMENDMENT NUMBER 2
SUSSEX COUNTY, VIRGINIA
PUBLIC SAFETY/WIRELESS COMMUNICATIONS CONSULTING**

1. The period of performance of the basic services agreement is extended to December 31, 2016.
2. All other terms and conditions remain the same and in full force.

FEDERAL ENGINEERING, INC.

SUSSEX COUNTY, VIRGINIA

Ronald F. Bosco

Ronald F. Bosco, President
March 16, 2015

Deborah A. Davis

(Signature)

Deborah A. Davis

County Administrator

(Printed name and title)

April 16 2015

(Date)

Schedule A
Federal Engineering
Long-term Consulting Rates

Effective January 1, 2015 through December 31, 2016

Principal	\$ 305.00 per hour
Vice President	\$ 275.00 per hour
Director/Chief Consultant	\$ 215.00 per hour
Senior Consultant	\$ 180.00 per hour
Consultant	\$ 155.00 per hour
Senior Analyst	\$ 130.00 per hour
Analyst	\$ 95.00 per hour
Administrative / Computer Services	\$ 65.00 per hour

TERMS AND CONDITIONS

1. Long term rates do not include state or local taxes.
2. Subcontracts, travel, meals on a per diem basis, and other direct non-labor charges will be invoiced as actual cost plus 20 percent to account for general and administrative costs.
3. Hours expended for travel in support of the SOW are billable hours.
4. Invoices will be rendered monthly. All invoices are due and payable 30 days from issuance. Late balances are subject to a finance charge of 1.5 percent per month (or fraction thereof).

This page is proprietary to Federal Engineering, Inc. and shall not be disclosed to third parties without prior written permission from Federal Engineering, Inc.

VLC



At a meeting of the Board of Supervisors of the County of Sussex, held at the Courthouse thereof, on the 18th day of September 2014.

PRESENT:

Charlie E. Caple, Jr.
C. Eric Fly, Sr.
Alfred G. Futrell
Robert E. Hamlin
John A. Stringfield
Raymond L. Warren

VOTE:

aye
aye
aye
aye
aye
aye

R-14-208: Radio System Upgrade

ON MOTION OF SUPERVISOR FUTRELL, seconded by SUPERVISOR STRINGFIELD and carried: RESOLVED that the Sussex County Board of Supervisors hereby gives the Acting County Administrator permission to move forward with the DOC Radio System.

A COPY TESTE:

Deborah A. Davis, Clerk



December 15, 2014

TO: DEBORAH DAVIS, COUNTY ADMINISTRATOR
FROM: EDDIE T. VICK, PUBLIC SAFETY COORDINATOR
SUBJECT: RADIO SYSTEM CONTRACT AND FUNDING

I am very excited to report that the Best and Final Offer (BAFO) from Harris Corporation (HC) has been returned. Our consultant, Federal Engineering (FE) has reviewed and communicated with Harris our needs and negotiated the changes necessary to ensure effective and efficient communication within Sussex County. This process will "Build Out" the Department of Correction (DOC) System to ensure complete (95 %) portable radio coverage within Sussex County. Also, this will give the County a redundant backup system on several levels unlike the current system was designed. Several other layers are being created since we need to page out our first responders (Fire and EMS) and communicate with the Virginia State Police. This system will allow Sussex to be "Antonius" yet, communicate with our mutual air partners, state and local law enforcement agencies in and around Sussex County. This concept is a "First of its Kind" but, certainly the most cost effective solution for Sussex County. If the choose had been made to "go it alone", this cost would likely have doubled the cost of this proposed system.

Since we had no idea of the cost of the radio system when we started, I am happy to inform you that we were in the "ballpark" as it relates to the cost of the system. With that being said, several additions will be necessary and there is still some unknown cost that cannot be predicted currently. I want to outline these items for you and the Board of Supervisors so; everyone will have a clear understanding of the issues. Also, the contract can't be signed since the total amount of the funding has not been appropriated. The funding for this project was slated to be put into the Capital Improvement Plan over a two year period. However, our County Attorney has pointed out that we can't sign the contract until all of the funding has be appropriated and approved. Also, a Public Hearing and a notice in the paper will be necessary.

The current Budget has \$2,000,000.00 for the projected half of the project and, the remaining balance to be appropriated for the FY-2016 Budget Cycle. To sign the contract and proceed with the project, all of the funding will need to be appropriated and approved now to continue. The following items will need to be included in the radio project; some are additional cost but with an explanation for the reason needed.

Consultation Services from May 2014: In May of 2014, the Sussex County, County Administrator signed off on the Scope of Work (SOW), Task Order 3 to allow Federal Engineering to look at both the Virginia State Police (VSP) and the Department of Corrections (DOC) Systems to determine which system was best suitable for Sussex County. The funding for this Task Order 3 was placed into the Capital Improvement Plan in the FY-2015 Budget. This decision now creates a shortfall of **\$100,769.00** for the radio project. This will change to overall dollar amount at the end of the project.

Contract Project Cost: The contract pricing was based on our current radio equipment numbers back in 2000. Since then, we have increased the number of radios and we are still working to reduce these numbers wherever possible. Below I will explain the numbers and the reason for the addition. Also, we are including the Waverly Police Department numbers but, they will reimburse us for the price of their radios. We wanted them to be able to buy the radios at our cost to reduce there financial impact. The contract price without the additional is **\$3,997,323.00.**

Additional Radios: Our original portable radio count in 2000 was 150. Over the past 15 years, we have increased radios to 200 portable within our system. Also, we need to upgrade the fire engines and ambulance radios to a dual head control where can be operated at the pump panel and the rear of the ambulance. This item was overlooked in the pricing of our system. We changed all of the Fire and Rescue radios to the same model so, all of the them will look, operate and the function buttons and knobs will be in the same place. Also, the vehicle chargers were overlooked in the pricing and the quote was for more than we needed. I have adjusted the numbers and the price reflective the correct price. The cost of this addition is **\$226,257.50.**

Waverly Police Department Radios: the Waverly Police Department will be upgrading their radios as part of this change. Our decision to go to the new system has caused Waverly PD to replace their radios and console. Since they are our "backup" in an emergency failure, all of the equipment within our system will need to be "like equipment". They have agreed to pay for their new portables and mobile radios. We will order them as part of the project and they will reimburse us for the cost. That reimbursement amount **\$44,750.00.**

Contingency Fund: as stated many times before, there is no way we can project a total dollar cost on a project this size. I could name many possible examples that we could run into that could come up but, our consultant has reviewed the documents and ensures me that if they come up the impact should be minimal. The one that come to mind is reinforcing the tower structure since the regulation has changed within the past few years. Worst yet, a new tower will be needed. Where this is an unlikely event, we need to plan for the worst case scenario to avoid any delays once the project starts. These issues will like present themselves in the design phase early into the project. Harris has already looked at the tower locations and feels sure that these will work fine but, we need a plan B just in case.

Also, we will need some additional funding for consulting services beyond the Task Order 3. That Scope of Work also has previsions for: Time and Materials” for the remainder of the project. After discussing this with FE, any balance can be use from the Contingency Fund. I am hoping that all will run smooth with very few “bumps in the road” and we could complete the project by December 2016. The Contingency Fund needed will be about 10% of the total project on **\$400, 000.00.**

Conclusion: The estimated total cost of the project is projected at **\$4,679,599.50** which includes the contingency Fund. I will continue to cut all areas as needed and reduce any wasted cost when possible.

Board of Supervisors

C Eric Fly, Sr., Chairman
Robert E. Hamlin, Vice Chairman
Charlie E. Caple, Jr.
Alfred G. Futrell
John A. Stringfield
Raymond L. Warren

COUNTY OF SUSSEX



Post Office Box 1397
20135 Princeton Road
Sussex VA 23684

Deborah A. Davis
County Administrator
ddavis@sussexcountyva.com
Phone (434) 246-1000
Fax (434) 246-6013
www.sussexcountyva.gov

December 15, 2014

Deborah A. Davis
County Administrator
County of Sussex, Virginia

Eddie Vick, Public Safety Coordinator has received the bid response for the new Public Safety Radio Communication System. Mr. Vick and the County's consultant Richard Martin, Federal Engineering, have evaluated the response. Based on the recommendation of the consultant, Mr. Vick is requesting a project budget of \$4.8M. The resolution adopting the FY15 Budget appropriated \$2M for this project. The Capital Improvements Five Year Budget recommended \$4M for the project over a two year span.

Before this contract can be executed sufficient funds must be appropriated. In order for the Board Supervisors to consider a resolution amending the budget by \$2.8M a Public Hearing must be held to receive citizen comments. If the Board of Supervisors so desires, it may schedule a Public Hearing in January for this purpose.

Cordially,

Rob Blount
Finance Director

Dec. 18, 2014
BOS Packet
Action Item Page 7043

SYSTEM PURCHASE AGREEMENT

THIS SYSTEM PURCHASE AGREEMENT ("Agreement") is made and entered into this day of March __, 2015 ("Effective Date"), by and between Sussex County, Virginia, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as "Buyer") and Harris Corporation, a Delaware corporation, acting through its RF Communications Division (hereinafter referred to as "Seller") together the ("Parties").

WITNESSETH:

WHEREAS, Sussex County whose address is 15080 Courthouse Road, Sussex, Virginia 23884 issued a Request for Best and Final Offer dated October 13, 2014 (BAFO) and

WHEREAS Seller, whose address is 221 Jefferson Ridge Parkway, Lynchburg, VA 24501, delivered a proposal (collectively, the "Seller's Proposal") dated _December 2014 to provide the radio communication system and services requested by Buyer in the BAFO.

WHEREAS Buyer has selected Seller's Proposal and now desires to contract with Seller to provide Buyer with the radio communications system and services set forth in the Statement of Work attached to this Agreement as an exhibit.

WHEREAS Buyer and Seller desire to enter into this Agreement to set forth in writing their respective rights, duties and obligations hereunder.

WHEREAS the Virginia Information Technology Agency (VITA) issued an Invitation for Bid (IFB #2012-05) and subsequently entered into a contract with Seller (Contract #VA-111104-CNER) for the provision of two-way radio products and services. Pursuant to § 2.2-4303 of the Code of Virginia, VITA conducted this procurement on behalf of itself and other public bodies as defined by § 2.2-4301 of the Code of Virginia. As authorized by § 2.2-4304 of the Code of Virginia, Buyer is purchasing from VITA's contract since the request for proposals specified that the procurement was being conducted on behalf of other public bodies.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the Buyer and Seller as follows:

SECTION 1. DEFINITIONS:

As used herein, the terms set forth below shall have meanings set forth below.

- A. "Acceptance" shall mean acceptance of the System as set forth in the Testing and Acceptance section of this Agreement.
- B. "Acceptance Date" shall mean the date the System is accepted or deemed accepted as set forth in the Testing and Acceptance section of this Agreement.
- C. "Acceptance Tests" shall mean the testing procedures attached to the Statement of Work and mutually agreed upon by Buyer and Seller to be performed to determine whether the System has met the acceptance criteria either set forth in the Statement of Work attached to this Agreement as an exhibit or as mutually agreed upon in writing by Buyer and Seller.

- D. "Certificate of Insurance" shall mean the certificate to be provided by Seller evidencing the insurance coverage of Seller.
- E. "Change Order" shall mean a written modification to the Total Agreement Price, Project Schedule or other Agreement terms which is signed by both Parties.
- F. "Detailed Design Documents" shall mean those documents deliverable by Seller to Buyer at the conclusion of the Detailed Design Review described in the subsection Detailed Design Review under the Project Management Planning section of this agreement.
- G. "Detailed Design Review" or "DDR" shall have the meaning given in the subsection Detailed Design Review under the Project Management Planning section of this agreement.
- H. "Documentation Deliverables" shall mean the standard commercial quality manuals to be furnished by the Seller to the Buyer pursuant to the terms set forth in the Statement of Work attached to this Agreement as an exhibit and this Agreement.
- I. "Effective Date of the Agreement" shall be the date on which the Agreement is signed by the last of the parties to sign the Agreement. The "Effective Date" shall be the date inserted on the first page of the Agreement.
- J. "Expiration Date" shall mean the date on which the Term of this Agreement shall end which shall be the end of the Warranty Period (as defined in the Warranty Section) except that some other sections of this Agreement may have a later end date for that section of the Agreement as specifically provided in those sections of this Agreement.
- K. "FX Agreement" shall have the meaning given in Section Software License – Software Maintenance Services of this agreement.
- L. "Hardware" shall mean, collectively, the Terminal Hardware and Infrastructure Hardware, as defined below.
- M. "Infrastructure Hardware" shall mean the equipment, goods, and materials to be supplied by Seller for the System infrastructure, as further described in the Statement of Work attached to this Agreement as an exhibit.
- N. "Project Kick-Off Meeting" shall have the meaning given in the Project Management and Planning section of this Agreement.
- O. "Project Manager" shall mean each respective Party's duly authorized representative designated to manage each Party's Project obligations.
- P. "Project Schedule" shall mean the schedule attached to the Statement of Work or otherwise mutually agreed upon by Seller and Buyer in writing for the delivery of the Hardware and Software and the performance of the Services described in the Statement of Work attached to this Agreement as an exhibit.
- Q. "Project Sites" shall mean those sites where any construction work is performed or any Infrastructure Hardware is installed under the terms of this Agreement. The term "Project Sites" will include all of the Tower Sites (as defined below).

- R. "Responsibility Matrix" shall mean the table included in the Statement of Work attached to this Agreement as an exhibit, which depicts the roles and responsibilities of Seller and Buyer set forth this Agreement.
- S. "Services" or "Work" shall mean the services and work to be provided by Seller to Buyer included in the Statement of Work attached to this Agreement as an exhibit.
- T. "Software" shall mean the proprietary computer software of Seller as owned exclusively by Seller or Seller's suppliers, as appropriate, and as further defined in and licensed to Buyer pursuant to the terms of the Software License Agreement.
- U. "Software License Agreement" shall mean the System Software License Agreement set forth in an exhibit attached to this Agreement.
- V. "Statement of Work" shall mean the description of the work to be performed by Seller to deliver the Hardware, install the System and provide the Services, all as described in an exhibit attached to this Agreement.
- W. "System" shall mean the radio communications system comprised of the Hardware and Software to be furnished by Seller to Buyer pursuant to the terms set forth in the Statement of Work attached to this Agreement as an exhibit.
- X. "Terminal Hardware" shall mean mobile units, portable units, control stations and related accessories to be provided by Seller as listed in the Statement of Work attached to this Agreement as an exhibit.
- Y. "Total Agreement Price" shall mean the price of the Hardware, the Software license and the Services to be furnished by Seller to Buyer pursuant to the terms set forth in the Statement of Work attached to this Agreement as an exhibit and this Agreement.
- Z. "Tower Sites" shall mean those sites where equipment will be installed on existing or new towers as included in the Contractor's Proposal and to be finalized in the Detailed Design Documents or subsequent Change Orders.

SECTION 2. SCOPE OF WORK:

- A. Seller shall furnish, deliver and install the Hardware and Software for the System and provide the Documentation Deliverables and Services in accordance with the terms of the Statement of Work, attached to this Agreement as an exhibit, the Project Schedule and this Agreement.
- B. The Detailed Design Documents, as described in the Project Management and Planning section of this Agreement and as amended from time to time in writing by the Parties, shall be incorporated into this Agreement after the Detailed Design Documents are approved by the Buyer and thereafter shall supersede any contrary provisions in the Statement of Work attached to this Agreement as an exhibit.
- C. Seller shall commence, carry on and complete its obligations under this Agreement with all deliberate speed in accordance with the dates set forth in the Project Schedule and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, Seller agrees to cooperate with the various departments, agencies, employees and officers of Buyer.

- D. Seller agrees to secure at Seller's own expense all personnel necessary to carry out Seller's obligations under this Agreement. Such personnel shall not be deemed to be employees of Buyer nor shall they or any of them have or be deemed to have any direct contractual relationship with Buyer. Seller expressly understands and agrees that the Seller is and shall in all respects be considered an independent contractor.

SECTION 3. PROJECT MANAGEMENT AND PLANNING:

- A. **Project Managers.** Seller shall designate a Project Manager who will lead the Seller's team for the System installation project and other Services and Work described in this Agreement (the "Project") and will serve as the Buyer's primary point-of-contact for Seller's project team and the official liaison between Seller's project team and Buyer. Buyer shall designate a Project Manager to function as the single point-of-contact and official liaison between Seller's Project Manager and the Buyer.
- B. **Project Completion Dates.** The Project completion dates are described in the schedule included in the Statement of Work, entitled "Project Schedule." The Project Schedule may only be modified by mutual written approval of the Parties or as otherwise provided in this Agreement.
- C. **Project Kick-off Meeting.** Promptly after the Effective Date of the Agreement, the Seller's Project Manager shall schedule a Project Kick-Off Meeting, the timing and location of which will be mutually agreed upon by Seller and Buyer. The objectives of this meeting include introduction of all project participants, review of the roles of the project participants, review of the overall project scope and objectives, review of the resource and scheduling requirements and review of current site status.
- D. **Site Visits.** All existing towers, shelters and associated equipment provided by or mandated by Buyer shall be satisfactory in all manners to accommodate the System proposed by the Seller. Following the Effective Date of the Agreement, the Buyer shall provide Seller with access to all Project Sites upon reasonable notice to allow Seller to thoroughly examine each Site and to perform the Detailed Design Review, to prepare a schedule of preparatory work required for each site and a timeline for completion of the preparatory work at each site.
- E. **Construction Management Services, Site Preparatory Work.** Seller shall perform the civil construction services set forth in the Statement of Work and the Responsibility Matrix including, but not limited to, the site improvement civil construction to be performed at the identified sites. Buyer shall identify and disclose to Seller any and all problems or conditions at all Project Sites of which Buyer is aware that may affect the Work to be performed by Seller under this Agreement.
- F. **Detailed Design Review.** The Detailed Design Review ("DDR") phase will commence after the Effective Date of the Agreement, and conclude at a mutually acceptable time to maintain adherence to the Project Schedule. During the DDR, Seller's Project Manager will meet with Buyer's project team on one or multiple occasions to review the system design, technical data, and site specific information to confirm and to refine the System and Tower Sites. At the conclusion of the DDR, Seller will provide Buyer with the following documents (the "Detailed Design Documents") for review and approval by Buyer:
- Final Siting Plans
 - Project Schedule
 - Engineered Site plans (sufficient for the Buyer to obtain any required zoning approvals) and construction drawings for each site.

- Shelter Floor Plan Drawings
- Rack Elevation Drawings
- System Block and Level Diagrams
- Power and HVAC Loads
- Antenna Network Diagrams
- Site Frequency Plans (including spectrum analysis and intermodulation studies of existing and proposed frequencies at each site).
- TX Combiner Plan by Site
- Network Backhaul Plans
- Any other documents as mutually agreed upon by the parties

Buyer shall have fourteen (14) days to conduct its review of the above documents. Approval of Detailed Design Documents by the Buyer shall not be unreasonably withheld, conditioned or delayed.

- G. **Project Schedule.** The Project Schedule for the Work is included in the Statement of Work, as an attachment entitled "Project Schedule." Updates to the start dates and durations will be made as the information evolves and will be mutually agreed upon by both parties or updated as otherwise provided herein.
- H. **System Implementation Communications.** Seller and Buyer shall jointly establish a plan that defines regular meetings, reporting structure, and other communications activities, including working sessions that may be needed throughout the term of this Agreement to plan sub-tasks, including at a minimum: (a) one or more DDR meetings to communicate the final engineering design; (b) formal monthly reports to Buyer's Project Manager concerning work in progress and accomplishments; (c) periodic status meetings at which the parties' Project Managers and other project participants will provide updates; (d) conference calls with Seller's and Buyer's project teams to discuss tasks, assign responsibility, and establish schedules; and (e) workshops or working sessions that may be needed throughout the Project to plan subtasks.
- I. **Buyer Approvals.** Buyer will review and respond with reasonable promptness to all submittals or other items requiring its approval under this Agreement. For all such submittals or other items Buyer will provide the Seller with either; (i) written notification of Buyer's approval, or (ii) a written notification of conditional approval subject to Seller providing prompt correction of any noted deficiency, or (iii) in the case of a submittal that does not meet the requirements of the Agreement, a written notification of Buyer's disapproval. Buyer's disapproval notification will be provided with reasonable detail to sufficiently advise Seller of the basis on which the submittal was determined to be unacceptable. Buyer shall not unreasonably withhold or delay approval for all submittals or other items requiring its approval under this Agreement. The parties agree that this section, Project Management and Planning, does not relate to the Testing and Acceptance procedures in the Testing and Acceptance section of this Agreement.

SECTION 4. OBLIGATIONS FOR SYSTEM IMPLEMENTATION:

The following subsections apply to the Work to be performed under the Agreement.

- A. **Project Management and Implementation Plan.** Buyer and Seller each agree to perform their respective tasks and obligations pertaining to permits and licenses, Project Site surveys, general Project Site-related responsibilities, general Hardware-related responsibilities, and Project Site-specific responsibilities as set forth in the Statement of Work. The Buyer's obligations set forth in the Statement of Work shall be performed by Buyer in a timely and proper fashion in accordance with the Project Schedule, or as otherwise agreed upon by Buyer and Seller, to allow Seller to timely perform its obligations under the Agreement.
- B. **Access.** Buyer shall provide access, at no cost to Seller, to all owned, leased, or licensed Project Sites at reasonable times, and with an escort (if required) at no charge, upon reasonable prior notification from Seller. Buyer shall ensure sufficient room, within reason, for construction vehicles used by Seller. Buyer shall issue temporary identification cards to Seller's personnel and its authorized subcontractors, if required, for access to any of the Project Sites.
- C. **Changes in Sites.** Any sites where Seller will operate and perform System installation under the terms of this Agreement must be approved by Buyer, which approval shall not be unreasonably withheld, delayed or conditioned. Should Buyer direct an addition to, removal from, or modification of the list of sites as detailed in this Agreement that affects Seller's cost or schedule or System performance, the parties agree that such change shall entitle Seller to a Change Order and each Party shall attempt, in good faith to fully negotiate and execute such change order prior to commencement of the Work at the changed site.
- D. **Preparatory Work on Sites.** Notwithstanding anything to the contrary contained in this Agreement, the parties agree that some Project Sites may require tower replacement or modifications, as well as related permitting and licensing for Work and/or obtaining physical real estate space. As stated in the Responsibility Matrix, Buyer shall be responsible for securing all necessary site zoning, site access, or other permits (including but not limited to easements, impact studies, planning commission approval, variances, etc.) necessary for the Work, whether required by federal, state, or local authorities, with Seller assisting by providing information and any required civil engineering drawings. Buyer shall also have the responsibility to secure by lease, purchase, easement, or otherwise all rights and access to selected sites or additional real estate as may be required. Buyer also shall be responsible for paying all utility charges to the appropriate utility for providing utility services to the System installation areas. The Parties agree to mitigate the need for tower replacement or modification to the extent practical. If any unanticipated tower replacements become necessary, Seller is entitled to an extension of time for any impacted activities or an equitable adjustment to the Contract Price to maintain the Project Schedule.
- E. **Frequency FCC Licensing.** The Buyer will be responsible for obtaining all Federal Communications Commission frequency licenses for the System, with Seller providing technical assistance and information as set forth in the Statement of Work. Seller has no responsibility or obligation to secure licensed frequencies.
- F. **Federal Aviation Administration (FAA) Approvals.** Buyer will be responsible for obtaining all FAA approvals for newly-constructed or modified towers.
- G. **Contractor Licenses.** Seller will be responsible for obtaining all contractor licenses required for the performance of its duties and obligations.

SECTION 5. DELIVERY, TITLE AND RISK OF LOSS:

- A. Seller shall ship the Hardware to Buyer at Seller's expense on or before the dates set forth in the Project Schedule. Partial deliveries shall be permitted. Risk of loss and title shall pass to the Buyer; on delivery to Buyer's named location. Seller shall remain responsible until Acceptance of the System for loss or damage resulting from the willful misconduct or negligent acts or omissions of Seller, its employees, agents, and subcontractors. Buyer shall keep the Hardware fully insured for the total amount of all monies then due, or yet to become due, to Seller with respect to this Agreement.
- B. If Buyer fails to take delivery of any of the Hardware, Seller may place such Hardware in storage at the place of manufacture or elsewhere. In such event: (1) Seller shall notify Buyer of the placement of any Hardware in storage; (2) Seller's delivery obligations shall be deemed fulfilled and title and all risk of loss or damage shall thereupon pass to Buyer; (3) any amounts otherwise payable to Seller upon delivery shall be payable upon presentation of Seller's invoices therefore; and (4) promptly upon submission of Seller's invoices therefore Buyer shall reimburse Seller for all expenses incurred by Seller such as preparation for and placement into storage, handling, storage, demurrage, inspection, preservation and insurance.

SECTION 6. PRICE:

The Total Agreement Price to be paid by Buyer to Seller is Four Million Two Hundred Thirty Six Thousand Nine Hundred Ninety and 50/100 Dollars (\$ 4,236,990.50). The individual prices for the units of Hardware, the Software license and the Services to be performed are as set forth in the Price Schedule as an attachment to the Statement of Work.

SECTION 7. TAXES:

In addition to any price specified herein, Buyer shall pay the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale or any Products or services furnished hereunder or to their use by Seller or Buyer, or Buyer shall otherwise furnish Seller with tax exemption certificates acceptable to all applicable taxing authorities.

SECTION 8. CHANGES AND ADDITIONS:

- A. **Hardware Changes.** In the event of any change in the Hardware as a result of the imposition after the Effective Date of this Agreement of any requirements by any federal, state, or local government, an equitable adjustment in the price shall be made to reflect any added cost and expense of such change and the Agreement shall be modified in writing accordingly.
- B. **Buyer Requested Changes.** Buyer may request changes in or additions to the Work or in the time or place of performance of the Work under this Agreement. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the Work under this Agreement. Seller shall be entitled to an equitable adjustment, by change order, in the Total Agreement Price, the Project Schedule, or both. Any such adjustment in the Total Agreement Price or Project Schedule shall be mutually satisfactory to Buyer and Seller. Price increases and/or extensions of time shall not be binding upon either Party unless and until evidenced by a change order signed by the parties hereto.
- C. **Buyer Delays In Performance.** To the extent that Buyer fails to perform its obligations under the Responsibility Matrix or otherwise under this Agreement, and such failure has a material impact on the cost of Work performed by Seller under the Agreement and/or the schedule, the parties agree that

Seller shall be entitled to an equitable adjustment to the Project Schedule, the Total Agreement Price, or both and that a Change Order shall be agreed to by the parties.

- D. **Concealed Conditions.** If, following Buyer's acceptance of the Detailed Design Documents, Seller encounters a concealed condition, of which it had no reason to be aware, at one or more Project Sites, then the Parties agree to work together to determine the best course of action and agree to negotiate in good faith a Change Order and an equitable adjustment to the Project Schedule and/or Total Agreement Price.
- E. **Product Discontinuance.** Subject to its obligation to fulfill its obligations set forth in the Agreement, Seller reserves the right to change or to discontinue any product covered by the Agreement provided that Seller agrees to make available to the Buyer a functionally equivalent replacement product equal to or better than the product discontinued, subject to Buyer's reasonable approval and at no additional cost.
- F. **Frequency Support and Frequency Changes.** Seller shall reasonably support Buyer in submitting the Buyer's frequency licensing applications to the Regional authorities and the Federal Communications Commission for this project. Payment of frequency coordination fees are the responsibility of the Buyer. In the event that, after all commercially reasonable efforts and due diligence have been expended, the Buyer cannot obtain all of the necessary United States and Canada government approvals for the frequency plan as described in this Statement of Work and this Agreement, an extension to the Project Schedule shall be granted, and Seller will diligently and expeditiously prepare and provide to Buyer a System re-design for its review and approval including all price and schedule changes. Notwithstanding anything to the contrary contained in the Agreement, the Parties agree that Seller may be entitled to an equitable adjustment to the Total Agreement Price and/or the Project Schedule for Seller's services on any such System re-design. In the event that Buyer and Seller cannot mutually agree on the System re-design, either party may then terminate the Agreement on thirty (30) days written notice to the other Party.

SECTION 9. PAYMENTS:

- A. The Total Agreement Price for the Hardware, the Software license and the Services shall be paid by the Buyer to Seller as follows:
 - A.1. Infrastructure Hardware:** Seller shall submit invoices to Buyer as set forth below, and Buyer shall make the applicable payments as set forth in subsection B below:
 - 1. Twenty percent (20%) of the Total Agreement Price (excluding the aggregate price of the Terminal Hardware included in the Total Agreement Price) at the time of the signing of the Agreement by the Buyer and Seller.
 - 2. Ten percent (10%) of the Total Agreement Price (excluding the aggregate price of the Terminal Hardware included in the Total Agreement Price) at the time of the first System design review meeting.
 - 3. Twenty percent (20%) of the Total Agreement Price (excluding the aggregate price of the Terminal Hardware included in the Total Agreement Price) at the time of Infrastructure Hardware factory staging as described in the project schedule.

4. Twenty five percent (25%) of the Total Agreement Price (excluding the aggregate price of the Terminal Hardware included in the Total Agreement Price) at the time of Infrastructure Hardware shipment and delivery to Buyer. Partial invoicing of the total Infrastructure Hardware amount due under this subparagraph shall be allowed and shall be calculated using the value of the Infrastructure Hardware shipped and delivered as a percentage of the total value of the Infrastructure Hardware to be shipped and delivered under the terms of this Agreement. The Buyer shall have the right to inspect and confirm that the Infrastructure Hardware included in Seller's invoice has been delivered to County.
5. Ten percent (10%) of the Total Agreement Price (excluding the aggregate price of the Terminal Hardware included in the Total Agreement Price) shall be payable for Services performed by Seller in thirteen (13) equal monthly installments with the first installment being due on the first day of the third full calendar month after the Effective Date.
6. Ten percent (10%) of the Total Agreement Price (excluding the aggregate price of the Terminal Hardware included in the Total Agreement Price) upon substantial completion of the Hardware installation (exclusive of the mutually agreed upon value of any punchlist items).
7. Five percent (5%) of the Total Agreement Price (excluding the aggregate price of the Terminal Hardware included in the Total Agreement Price) plus any remaining unpaid portion of the Total Agreement Price for all Hardware, Software and Services to be provided under the terms of this Agreement (excluding the aggregate price of the Terminal Hardware included in the Total Agreement Price) upon final Acceptance of the System.

A.2. Terminal Hardware:

1. One Hundred Percent (100%) of the purchase price of Terminal Hardware shall be invoiced upon shipment of unit on a per unit basis.

B. Payment Dates

The Payment(s) associated with the event(s) above shall be due thirty (30) days following the date of Seller's invoice.

C. Other Amounts

Any other amounts due Seller hereunder shall be due thirty (30) days following Buyer's receipt of Seller's invoice.

D. Late Payments

All amounts past due over thirty (30) days shall accrue interest from their due date at the rate of one and one-half percent (1-1/2%) per month (or such lesser rate as may be the maximum permissible rate under applicable law).

SECTION 10. SUBCONTRACTING:

Seller may subcontract any portion of Work to be performed by Seller hereunder provided that Seller shall be responsible for the performance and Work of any such subcontractors.

SECTION 11. EXCUSABLE DELAYS:

- A. The Parties' shall not be liable for delays in delivery or failure to perform due directly or indirectly to: (1) causes beyond the Parties' reasonable control, (2) Acts of God, acts (including failure to act) of any governmental authority (de jure or de facto), wars (declared or undeclared), riots, revolutions, strikes or other labor disputes, fires, floods, sabotage, nuclear incidents, earthquakes, storms, epidemics, (3) Seller's inability to timely obtain necessary materials, items, components or services from suppliers who are affected by the foregoing circumstances, or (4) the failure of the Buyer to perform its obligations hereunder in accordance with the Statement of Work attached hereto as Exhibit A. The foregoing shall apply even though any of such causes exists at the time of signature of the Agreement or occurs after delays in either Party's performance of its obligations due to other reasons.
- B. In the event of any delay or failure excused by this Section Excusable Delays, Seller shall as soon as practical notify Buyer and shall at the same time, or at the earliest practical date after such notice, specify the revised delivery and performance dates. In the event of such delay, the time of delivery or of performance shall be extended for a reasonable time period to compensate for the time lost by Seller by reason of the delay.

SECTION 12. SELLER'S INSURANCE:

- A. In order to protect itself and Buyer, its officers, boards, commissions, agencies, employees and representatives under the indemnity and other provisions of this Agreement, Seller shall obtain and at all times during the term of this Agreement keep in full force and effect comprehensive general liability and auto liability insurance policies issued by a company or companies authorized to do business in the State of Virginia and licensed by the State Corporation Commission, Bureau of Insurance, with liability coverage provided for therein in the amounts of at least \$1,000,000.00 CSL (Combined Single Limits). Coverage afforded shall apply as primary. Buyer shall be given ten (10) days advance notice of cancellation or nonrenewal. Within ten (10) days after execution of this Agreement, Seller shall furnish Buyer with a Certificate of Insurance listing Buyer as an additional insured. If Seller's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement and the Certificate of Insurance shall state that coverage is Claims-Made and indicate the Retroactive Date, Seller shall maintain coverage for the duration of this Agreement and for two years following the completion of this Agreement. Seller shall furnish Buyer, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. In the event of a cancellation, Seller shall furnish a new certificate of Insurance as evidence of coverage. Seller shall furnish evidence of adequate Worker's Compensation Insurance, which Seller shall maintain during the Term of this Agreement.
- B. In case of any sublet of Work under this Agreement, Seller shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage substantially equal to that required of Seller.
- C. The parties do hereby expressly agree that Buyer, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by Buyer taking into account the nature of the Work and other factors relevant to Buyer's exposure, if any, under this Agreement.

SECTION 13. TESTING AND ACCEPTANCE:

- A.** Seller shall notify Buyer that the System is ready for Acceptance Tests at least twenty (20) days before commencement of the Acceptance Tests. Buyer and Seller shall jointly commence the Acceptance Tests on the date specified in Seller's notice (or other mutually agreeable date) and a representative of Seller and a representative of Buyer shall sign off on the form provided as part of the test procedure whether each item of the test was passed or failed. Upon satisfactory completion of the Acceptance Test, representatives of the Buyer and Seller shall execute an Acceptance Certificate in the form contained in the Statement of Work. If the System does not fulfill the requirements of the Acceptance Tests, Seller shall correct the defects at no additional cost to Buyer as soon as practicable. Upon successful correction of the defects the Acceptance Tests for the applicable part of the System shall be repeated in accordance with the procedures set forth in this Section. If within thirty (30) days after successful conclusion of the relevant Acceptance Test, the Buyer refuses to execute an Acceptance Certificate after all of the relevant Acceptance Tests have been passed, then that portion of the System shall be deemed accept by Buyer. Final system acceptance shall occur when the Hardware and Software for the System, Documentation Deliverables and Services have been furnished, delivered, installed, tested, and punch list items are completed.
- B.** Reliability Test – Subsequent to Final Acceptance, the System will be loaded with all users and will be placed into normal operation, which shall commence the Warranty Period and the thirty (30) day Reliability Test (“Reliability Test”). If during the Reliability Test period a Critical Failure is experienced, the Seller shall resolve the failure and demonstrate the solution to Buyer. Upon resolution of the Critical Failure, the Warranty Period will be reset to the date of resolution. Minor Failures will be resolved and noted.
1. “Critical Failures” are defined as a loss of network switching capability, loss of trunking mode operation, loss of simulcast control point equipment, loss of more than two talkpaths on a simulcast cell, or a system failure that causes a loss of communications for more than two radios. In the event of a Critical Failure, the 30-day Operational Period will be stopped and restarted after correction of the issue.
 2. “Minor Failures” are defined as non-critical failures that do not affect trunking or system operation. The 30-day Operational Period will not be suspended nor restarted due to a minor failure.
- C.** Except for the acceptance testing of the System set forth in subsection A above, if Buyer commences use of any portion of the System for its intended purpose, other than for the express purpose of training or testing as mutually agreed upon by Seller and Buyer in writing, prior to System Acceptance, the applicable portion of the System shall be deemed accepted by Buyer. The final payment for the applicable portion of the System shall be due and payable upon such acceptance. The Warranty Period for the applicable portion of the System put into use together with the associated installation Services shall be deemed to have commenced concurrently with the use of the applicable portion of the System for its intended purpose. The use of the applicable portion of the System for its intended purpose shall be deemed to have occurred when Buyer commences to use and rely primarily on the applicable portion of the System for its communications.
- D.** As used in the Agreement, the term "Acceptance Date" shall mean the date on which Acceptance occurs, and "Acceptance" of the System shall be deemed to occur upon the earlier of: (1) the date on which the System is deemed accepted pursuant to subsection (A) above, or (2) the date on which the System is deemed accepted pursuant to subsection (B) above.
- E.** Terminal Hardware shall be deemed accepted upon Buyer’s receipt of delivery at a Buyer-controlled facility, together with a bill of sale or other reasonably requested evidence of title.

SECTION 14. SOFTWARE LICENSE, SOFTWARE MAINTENANCE SERVICES

- A. Subject to the terms and conditions of the Software License Agreement attached hereto as an exhibit to this Agreement, Buyer is granted a license to use the Software only in conjunction with the System purchased under this Agreement. "Software" means the "Licensed Programs" as defined in the Software License Agreement.
- B. Seller shall furnish to Buyer a Software maintenance services contract ("FX Agreement") running for a period of three (3) years from System Acceptance and subject to the terms and conditions of the FX Agreement in the form set forth in an exhibit attached to this Agreement. Pricing for Software maintenance services shall be defined in the Price Schedule attached to the Statement of Work.

SECTION 15. COVERAGE:

- A. Coverage Guarantee

Seller guarantees the System will provide 95% portable outdoor coverage with 95% reliability at DAQ 3.4 (Coverage Guarantee), within the geographical boundaries specified in Exhibit A – Statement of Work. If the System fails to perform as guaranteed, Seller shall at its sole expense, make necessary adjustments to design, secure any additional Hardware needed, and install such Hardware and Software necessary to satisfy the Coverage Guarantee provided the root cause of the failure is the Seller's responsibility under the Agreement.

- B. Coverage Warranty

Notwithstanding the other provisions of this Section Warranties, Seller's only Warranty as to radio coverage is that the System, prior to Acceptance, shall have successfully passed the coverage tests in the Acceptance Test Plan.

SECTION 16. WARRANTIES:

- A. **Hardware and Services**

Seller warrants for thirty-six (36) months from the Acceptance Date (hereinafter referred to as the "Warranty Period"), that the Hardware and installation Services furnished by Seller under this Agreement shall be free from defects in material and workmanship and shall conform to the Agreement specifications. Any and all claims for breach of this warranty are conclusively deemed waived unless made within the Warranty Period. The warranty period for additional Hardware purchased by Buyer from Seller after System Acceptance shall be warranted for the following periods of time from the date the Hardware is delivered to Buyer:

1. for mobile and portable radios ("Subscriber Units"), twenty-four (24) months.
2. for Unity[®] model Subscriber Units, thirty-six (36) months.
3. for all other Hardware, one (1) year.

- B. For purposes of this Warranty the batteries supplied by Seller shall be deemed defective if: (1) the battery capacity is less than 80% of rated capacity, or (2) the battery develops leakage. Replacement batteries shall be warranted only for the remaining unexpired portion of the Warranty Period. This warranty becomes void if: (1) the battery has been subjected to any kind of misuse, detrimental

exposure, or has been involved in an accident, or (2) the battery is used in equipment or service other than the Hardware for which it is specified.

- C. During the Warranty Period if any component of the Hardware or portion of the installation Services fails to meet the foregoing warranties, Seller's sole obligation and Buyer's exclusive remedy under this warranty shall be the correction by Seller of the failure at Seller's option: (1) by repairing any defective component of the Hardware, or (2) by furnishing any necessary repaired or replacement parts, or (3) by the redoing of the faulty installation. Any such failure, or the repair or replacement of the defective component or the redoing of any installation, shall not extend the Warranty Period. Where such failure cannot be corrected by Seller's reasonable efforts, the parties will negotiate an equitable adjustment in price. Seller will be responsible for all charges incurred in returning defective parts to Seller's plant and shipping repaired or replacement parts to Buyer. All warranty labor must be performed by an authorized service group approved by Seller either at its place of business, for mobile or portable equipment, or at the Buyer's location for fixed location equipment should Seller determine that it is not feasible to return the fixed location equipment to Seller's authorized service group.
- D. Any additional purchases of equipment, including radios, and installation services which may be purchased by Buyer and delivered or performed by Seller after System Acceptance, shall be warranted on the same terms, limitations, and exclusions as are set forth herein, except that the warranty on the equipment and installation services shall be for a period of two (2) years for additional Terminal Hardware items from the date of delivery of that item of equipment, one (1) year for additional Infrastructure Hardware items from the date of delivery of that item of equipment, and one (1) year from the date of completion of that installation service.
- E. Seller's obligations shall not apply to: (1) Hardware or components thereof which are normally consumed in operation, or, or (2) defects which are the result of improper storage, use, or installation performed by other than Seller, maintenance performed by other than Seller, or repair performed by other than Seller, or (3) Hardware which has been subjected to any other kind of misuse or detrimental exposure or has been involved in an accident, or (4) Hardware or installations altered or repaired by any party other than Seller without Seller's prior written consent.
- F. **Software**

The warranty for the Software is set forth in the Software License Agreement.

- G. THE WARRANTIES AND REMEDIES SET FORTH IN THIS SECTION AND IN THE SOFTWARE LICENSE AGREEMENT CONSTITUTE THE ONLY WARRANTIES WITH RESPECT TO THE HARDWARE, SOFTWARE AND SERVICES AND THE BUYER'S EXCLUSIVE REMEDIES IN THE EVENT SUCH WARRANTIES ARE BREACHED. THEY ARE IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, CONSEQUENTIAL OR INDIRECT DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES.

SECTION 17. INTERFERENCE:

Radio system coverage and performance are subject to degradation due to anomalous propagation and interference beyond the reasonable control of Seller. Seller cannot be responsible for degradation or

disruption of Service caused by operation of other radio systems or by natural phenomena or other interference over which the Seller has no reasonable control. In the event of a case of degradation due to interference by an outside party, Seller will provide engineering support to Buyer at Buyer's expense to support Buyer's efforts in resolving the interference issue with the outside party.

SECTION 18. INDEMNIFICATION:

- A. Seller shall be responsible for and agrees to indemnify, hold harmless and defend the Buyer and its boards, commissions, agencies, officers and employees from and against all liability, losses, damages, costs or expenses which the Buyer and its boards, commissions, agencies and employees may sustain, incur or be required to pay by reason of third party claims, demands and causes of action for damages resulting from personal injuries, loss of life or damage to tangible property to the extent resulting from the willful misconduct or negligent acts or omissions of Seller, Seller's officers, agents, employees, or subcontractors. Buyer agrees to notify Seller in writing as soon as practical of any third party claim, demand or cause of action for which Buyer will request indemnification from Seller. Buyer will provide Seller with the necessary information and assistance to defend or settle such claim, demand or cause of action. The obligations of Seller under this paragraph shall survive the expiration or termination of this Agreement.

SECTION 19. PATENTS:

- A. Seller warrants that the System furnished hereunder shall be delivered free of any rightful claim of any third party for infringement of any United States patent or copyright. If Buyer notifies Seller promptly of the receipt of any claim that the System infringes a United States patent or copyright and gives Seller information, assistance and exclusive authority to settle and defend such claim, Seller at its own expense shall defend, or may settle, any suit or proceeding against Buyer so far as based on a claimed infringement which breaches this warranty. If, in any such suit arising from such claim, the continued use of the System for the purpose intended is enjoined by any court of competent jurisdiction, Seller shall, at its expense and option, either: (1) procure for Buyer the right to continue using the System, or (2) modify the System so that it becomes non-infringing, or (3) replace the System or portions thereof so that it becomes non-infringing, or (4) remove the System and refund the purchase price (less reasonable depreciation for use). The foregoing states the entire liability of Seller for patent or copyright infringement by the System and is subject to any limitation of total liability set forth in this Agreement.
- B. The preceding subsection (A) shall not apply to: (1) any portion of the System which is manufactured to Buyer's design, or (2) the use of the System in conjunction with any other apparatus or material not supplied by Seller to the extent that such conjoined use causes the alleged infringement. As to any portion of the System or use described in the preceding sentence, Seller assumes no liability whatsoever for patent infringement.
- C. THE PATENT AND COPYRIGHT WARRANTY AND INDEMNITY OBLIGATIONS RECITED ABOVE ARE IN LIEU OF ALL OTHER PATENT AND COPYRIGHT WARRANTIES AND INDEMNITIES WHATSOEVER, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED OR STATUTORY.

SECTION 20. LIMITATION OF LIABILITY:

- A. Except for Seller's liability to third parties for its willful misconduct or negligent acts or omissions as more particularly described in the Indemnification Section of this Agreement, the total liability of Seller, including its subcontractors or suppliers, for all claims of any kind for any loss or damage,

whether in contract, warranty, tort (including negligence or infringement), strict liability or otherwise, arising out of, connected with, or resulting from the performance or non-performance of this Agreement or from the manufacture, sale, delivery, installation, technical direction of installation, resale, repair, replacement, licensing or use of any Hardware, Software or the furnishing of any Service, shall not exceed 100% of the Total Agreement Price which gives rise to the claim. Except as to title, any such liability shall terminate upon the expiration of the Warranty Period.

- B. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF AGREEMENT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR INFRINGEMENT), STRICT LIABILITY OR OTHERWISE, SHALL SELLER, OR ITS SUBCONTRACTORS OR SUPPLIERS, BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES, LOSS OF USE OF THE HARDWARE OR ANY OTHER EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES, SERVICES OR DOWNTIME COSTS.
- C. Any action for any claim of any kind for any loss or damages arising out of, connected with, or resulting from the performance, non-performance or breach of the Agreement, or from the manufacture, sale, delivery, installation, technical direction of installation, resale, repair, replacement, licensing or use of any Hardware, Software or the furnishing of any Services, shall be commenced within one (1) year after the cause of action accrued or it shall be deemed waived or barred.
- D. The provisions of this Section, LIMITATION OF LIABILITY, shall apply notwithstanding any other provisions of this Agreement or any other agreement.
- E. The provisions of this Section, LIMITATION OF LIABILITY, shall survive the expiration or termination of this Agreement.

SECTION 21. TERMINATION AND REMEDIES:

- A. Buyer shall have the right to terminate the Agreement for any reason up to ninety (90) days after the Effective Date of the Agreement at no cost to the Buyer. Buyer may waive the right to terminate the Agreement under this section by providing written notice to Seller. Buyer's right to terminate shall expire upon Seller's receipt of such notification.
- B. In the event of a material breach of this Agreement by Seller which shall continue for one hundred twenty (120) or more days after written notice of such breach (including a reasonably detailed statement of the nature of such breach) shall have been given to Seller by Buyer, Buyer shall be entitled to avail itself cumulatively of any and all remedies available at law or in equity (provided such remedies are not otherwise limited under the terms of this Agreement) and either: (1) suspend performance of its payment obligations under the Agreement for as long as the breach continues uncorrected; or (2) terminate this Agreement by written notice to Seller if the breach remains uncorrected. The following shall constitute material breaches of this Agreement:
 - 1. violation by Seller of any State, Federal or local law, or failure by Seller to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
 - 2. failure by Seller to carry applicable licenses or certifications as required by law.
 - 3. failure of Seller to comply with reporting requirements contained herein.

4. inability of Seller to perform the Work provided for herein.
- C. In the event of: (1) any failure by Buyer for thirty (30) or more days to make any payment when due, or (2) any other material breach of this Agreement by Buyer which shall continue for one hundred twenty (120) or more days after written notice of such breach (including a reasonably detailed statement of the nature of such breach) shall have been given to Buyer by Seller, Seller shall be entitled to avail itself cumulatively of any and all remedies available at law or in equity (provided such remedies are not otherwise limited under the terms of this Agreement) and either: (1) suspend performance of its obligations under this Agreement for as long as the breach remains uncorrected; or (2) terminate this Agreement by written notice to Buyer if the breach remains uncorrected.
- D. In the event Buyer terminates this Agreement as provided herein, all finished and unfinished Hardware and Documentation Deliverables produced or made by Seller for Buyer under this Agreement shall become the property of Buyer and Seller shall be entitled to receive compensation in accordance with the terms of this Agreement for any such Hardware and Documentation Deliverables. Notwithstanding the above, Seller shall not be relieved of liability to Buyer for damages sustained by Buyer by virtue of any breach of this Agreement by Seller described in subsection A above and, after providing Seller with written notice of breach as set forth in subsection A, Buyer may withhold any payments to Seller for the purpose of set-off of any damages, as agreed upon or finally adjudicated, against such payment.

SECTION 22. CONFIDENTIALITY:

- A. During the term of this Agreement, it is anticipated that one party (hereafter the "Disclosing Party") may disclose to the other party (hereafter the "Receiving Party") information which the Disclosing Party considers proprietary and confidential. Accordingly, with respect to any specification, drawings, sketches, models, samples, tools, technical information, confidential business information or data, in written or other tangible form which: (1) has been designated in writing by the Disclosing Party as confidential or proprietary, or (2) is of the type that the Receiving Party customarily treats as confidential or proprietary, and which is furnished by the Disclosing Party to the Receiving party in contemplation of or under this Agreement (hereinafter "Information"), the Receiving Party shall treat such Information, for a period of five (5) years after the Effective Date of this Agreement, as confidential information with the same degree of care as the Receiving Party affords to confidential information of its own of a similar nature and shall not reproduce any such Information, in whole or in part, except as specifically authorized in writing by the Disclosing Party.
- B. The provisions of the preceding subsection shall not apply to any Information which:
1. is or shall become publicly available without breach of this Section Confidentiality, on the part of the Receiving Party;
 2. is already known by the Receiving Party prior to receipt from the Disclosing Party;
 3. is independently developed by the Receiving Party;
 4. is rightfully obtained by the Receiving Party from third parties without restriction; or
 5. is required to be disclosed pursuant a lawful request made under the Virginia Freedom of Information act (Code of Virginia § 2.2-3700 et seq.) or by appropriate governmental or judicial

order provided that Receiving Party gives Disclosing Party prior written notice of such request or order and assists Disclosing Party in taking reasonable actions to restrict such request or order.

- C. The provisions of this Section, Confidentiality, shall survive the expiration or termination of this Agreement.
- D. The confidentiality obligations of this Section, Confidentiality, shall not apply to Software, the confidentiality and other rights and obligations with respect to which are set forth in the Software License Agreement.

SECTION 23. COMPLIANCE:

Seller agrees to comply with all federal, state and local laws, ordinances, codes, rules and regulations that may in any way affect the Work by Seller hereunder. Any Hardware or Software furnished by Seller under this Agreement shall comply in all material respects with federal, state and local laws and regulations applicable to the manufacture, packing, sale and shipment of such Hardware or Software and shall comply with any amendments thereto which may have come into effect prior to the time such Hardware or Software are delivered provided that the price and, if necessary, delivery of such Hardware or Software shall be equitably adjusted to compensate Seller for the effect of compliance with any such amendments.

SECTION 24. NOTICES:

Notices and other communications between the parties shall be transmitted in writing by certified mail or nationally recognized overnight courier service to the parties at the addresses set forth below and shall be deemed effective upon receipt by the receiving party. Either party may change its address by giving notice in writing thereof to the other party.

IF TO BUYER:

Sussex County
P.O. Box 1397
Sussex, Virginia 23884

Attn: County Administrator

WITH A COPY TO:

Sussex County
P.O. Box 1397
Sussex, Virginia 23884

Attn: County Attorney

IF TO SELLER:

Harris Corporation
221 Jefferson Ridge Parkway
Lynchburg, Virginia 24501

Attn: Program Manager

WITH A COPY TO:

Harris Corporation

221 Jefferson Ridge Parkway
Lynchburg, Virginia 24501

Attn: Lori Rodriguez

SECTION 25. ORDER OF PRECEDENCE:

The Statement of Work and the following Exhibits are expressly incorporated herein by reference and, together with this Agreement, constitute the Agreement Documents. In the event of a conflict among or between the Agreement Documents, the documents shall control in the order of precedence set forth below:

1. Amendments to this Agreement
2. This Agreement (not including the Exhibits and documents listed below)
3. Detailed Design Documents
4. **Exhibit A** - Statement of Work, with Attachments
5. **Exhibit B** - Software License Agreement
6. **Exhibit C** - Software FX Agreement
7. **Exhibit D** - System Maintenance Agreement
8. **Exhibit E** - Buyer's General Procurement Terms and Conditions

SECTION 26. TERM:

The term of this Agreement shall commence upon the Effective Date of this Agreement and shall run through the Expiration Date. The term of the Software license is set forth in the Software License Agreement.

SECTION 27. ENTIRE AGREEMENT:

The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof.

SECTION 28. AMENDMENT:

The parties expressly agree that this Agreement shall not be amended in any fashion except in a writing(s) executed by authorized representatives of both parties.

SECTION 29. SEVERABILITY:

The invalidity, in whole or in part, of any Section or part of any Section of this Agreement shall not affect the validity of the remainder of such Section or the Agreement.

SECTION 30. WAIVER:

No term of this Agreement may be waived except in a writing signed by the party waiving enforcement. No term of this Agreement shall be deemed to be waived by reason of any failure to previously enforce such term. In no event shall the making of any payment required by this Agreement constitute or be construed as a waiver by Buyer of any breach of the covenants of this Agreement or a waiver of any default of Seller and the making of any such payment by Buyer while any such default or breach shall exist shall in

no way impair or prejudice the right of Buyer with respect to recovery of damages or other remedy as a result of such breach or default.

SECTION 31. HEADINGS:

Section headings are inserted for convenience only and shall not be used in any way to construe the meaning of terms used in this Agreement.

SECTION 32. GOVERNING LAW:

It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, law of the Commonwealth of Virginia shall be controlling. Venue for any legal proceedings shall be in any state or federal court in the State of Virginia.

SECTION 33. ASSIGNMENT; SUCCESSORS AND ASSIGNS:

This Agreement shall not be assigned nor any interest or obligation in this Agreement transferred by either Party without the written consent of the other Party, which shall not be unreasonably withheld or delayed. Notwithstanding the above, Seller may assign this Agreement, without consent, (a) in whole or in part, to an affiliate or subsidiary or (b) in the event of a change of controlling ownership interest (either directly or indirectly) in Seller or in the event of merger, recapitalization, consolidation, other business combination or sale of all or substantially all of the assets of Seller. In addition, Seller may also assign or transfer, without consent, claims for money due or to become due Seller from Buyer under this Agreement to a bank, trust company or other financial institution if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to Seller shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Agreement. Seller shall promptly provide to Buyer notice of any such permitted assignment or transfer without consent.

SECTION 34. INCORPORATION OF BUYER'S GENERAL PROCUREMENT TERMS AND CONDITIONS:

The Buyer's General Procurement Terms and Conditions, attached as Exhibit E to this Agreement, are hereby incorporated by reference as though fully stated herein. To the extent applicable, these General Procurement Terms and Conditions supersede any and all provisions in the other contract documents that together constitute this Agreement, including the Statement of Work (Exhibit A), the Software License Agreement (Exhibit B), the Software F/X Agreement (Exhibit C), and the System Maintenance Agreement (Exhibit D).

[End of Text This Page]

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement.

BUYER

SUSSEX COUNTY

By: 

Name: Deborah A. Davis

Title: County Administrator

Date: 3/19/15

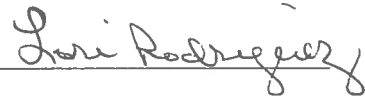
WITNESS:

Witness Name: Eddie J. Wick
Eddie T. Wick

Approved as to form: 
County Attorney

SELLER

**HARRIS CORPORATION,
RF COMMUNICATIONS DIVISION**

By: 

Name: Lori Rodriguez

Title: Contracts Manager

Date: 3/19/15

WITNESS:



Witness Name: Sheri B. Fox

Figure 32. Sussex County and VA DOC Locations Site Development Responsibility Matrix

Tasks	Harris	Sussex County	Comments
Perform physical path surveys for each microwave path	X		
Provide Sussex County site survey results report and recommendations	X		
Provide existing site plans		X	
Perform grounding analysis and provide report to County	X		
EXISTING TOWER			
Provide up-to-date tower and foundation drawings along with a current mapping of installed antennas and cabling		X	
Identify specific tower attachment points to mount new antennas per the system design	X		
Confirm availability of tower attachment points for Harris antennas		X	
Perform tower analysis on existing tower and provide results at DDR	X		If tower fails load analysis, Harris can provide quotes to strengthen tower (if possible), replace the tower, or provide site acquisition services.
Strengthen or replace tower		X	
Provide site survey and grounding results report and recommendations	X		
Provide space on existing tower to mount new system antennas at Harris specified locations		X	
Provide adequate space on cable ice bridge and tower cable ladders to support new cable runs		X	
Install new antenna(s) using appropriate 6 ft. side arms and mounting hardware at Sussex County sites	X		
Install antenna coax, connectors and jumpers, using cable clamps to properly secure cable to tower, and add grounding kits at the top, bottom, and on ice bridge	X		
Install new tower top amplifier	X		
Install new microwave dish(es) on pipe mounts with anti-sway kits	X		
Install new microwave waveguide or coaxial feed lines, secure to cable ladder(s), and add grounding kits at the top, bottom, and on ice bridge	X		
Tag and identify each new antenna line	X		

Figure 33. Co-Location (Crown and Sussex County Water Tower) Site Development Responsibility Matrix

Tasks	Harris	Sussex County	Comments
COLLOCATED SITE TASKS			
Arrange for access to third party collocated site		X	
Negotiate and obtain lease (or modify existing lease) for third party co-location site, ensuring the site lease includes required space on the tower, cable ice bridge, and tower cable ladders to support new cable runs, space-in compound for new shelter, generator, and fuel tank		X	
Ensure co-location agreements address site compound space requirements to include confirmation that no subsurface obstructions preclude running conduits for power or leased circuits, as well as running lines between Sussex County's shelters, generators, and fuel tanks		X	
Arrange with third party site owner to perform structural analysis at Crown Castle sites		X	
Pay for structural analyses at Crown sites	X		
Perform physical path surveys for each microwave path	X		
Provide existing site plans		X	
Perform grounding analysis	X		
EXISTING TOWER			
Provide up-to-date tower and foundation drawings along with a current mapping of installed antennas and cabling		X	From site owner
Identify specific tower attachment points to mount new antennas per the system design	X		
Confirm availability of tower attachment points for Harris antennas		X	
Provide site survey and grounding results report and recommendations	X		
Provide space on existing tower to mount new system antennas at Harris specified locations		X	Defined in site lease
Provide adequate space on cable ice bridge and tower cable ladders to support new cable runs		X	Defined in site lease
Install new antenna(s) using appropriate 6 ft. side arms and mounting hardware at Sussex County sites	X		
Install antenna coax, connectors and jumpers, using cable clamps to properly secure cable to tower, and add grounding kits at the top, bottom, and on ice bridge	X		

Figure 32. Sussex County and VA DOC Locations Site Development Responsibility Matrix

Tasks	Harris	Sussex County	Comments
Perform physical path surveys for each microwave path	X		
Provide Sussex County site survey results report and recommendations	X		
Provide existing site plans		X	
Perform grounding analysis and provide report to County	X		
EXISTING TOWER			
Provide up-to-date tower and foundation drawings along with a current mapping of installed antennas and cabling		X	
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Confirm availability of tower attachment points for Harris antennas		X	
Perform tower analysis on existing tower and provide results at DDR	X		If tower fails load analysis, Harris can provide quotes to strengthen tower (if possible), replace the tower, or provide site acquisition services.
Strengthen or replace tower		X	
Provide site survey and grounding results report and recommendations	X		
Provide space on existing tower to mount new system antennas at Harris specified locations		X	
Provide adequate space on cable ice bridge and tower cable ladders to support new cable runs		X	
Install new antenna(s) using appropriate 6 ft. side arms and mounting hardware at Sussex County sites	X		
Install antenna coax, connectors and jumpers, using cable clamps to properly secure cable to tower, and add grounding kits at the top, bottom, and on ice bridge	X		
Install new tower top amplifier	X		
Install new microwave dish(es) on pipe mounts with anti-sway kits	X		
Install new microwave waveguide or coaxial feed lines, secure to cable ladder(s), and add grounding kits at the top, bottom, and on ice bridge	X		
Tag and identify each new antenna line	X		

Figure 33. Co-Location (Crown and Sussex County Water Tower) Site Development Responsibility Matrix

Tasks	Harris	Sussex County	Comments
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Negotiate and obtain lease (or modify existing lease) for third party co-location site, ensuring the site lease includes required space on the tower, cable ice bridge, and tower cable ladders to support new cable runs, space-in compound for new shelter, generator, and fuel tank		X	
Ensure co-location agreements address site compound space requirements to include confirmation that no subsurface obstructions preclude running conduits for power or leased circuits, as well as running lines between Sussex County's shelters, generators, and fuel tanks		X	
Arrange with third party site owner to perform structural analysis at Crown Castle sites		X	
Pay for structural analyses at Crown sites	X		
Perform physical path surveys for each microwave path	X		
Provide existing site plans		X	
Perform grounding analysis	X		
EXISTING TOWER			
Provide up-to-date tower and foundation drawings along with a current mapping of installed antennas and cabling		X	From site owner
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Provide adequate space on cable ice bridge and tower cable ladders to support new cable runs		X	Defined in site lease
Install new antenna(s) using appropriate 6 ft. side arms and mounting hardware at Sussex County sites	X		
Install antenna coax, connectors and jumpers, using cable clamps to properly secure cable to tower, and add grounding kits at the top, bottom, and on ice bridge	X		



At a meeting of the Board of Supervisors of the County of Sussex, scheduled for February 19, 2015 held at the Courthouse thereof, on the 19th day of March 2015.

PRESENT:

C. Eric Fly, Sr.
Alfred G. Futrell
Robert E. Hamlin
John A. Stringfield
Raymond L. Warren

VOTE:

aye
aye
aye
aye
aye

ABSENT

Charlie E. Caple, Jr.

R-15-023: Action on Public Hearing Item:
FY2015 Proposed Budget Increase

ON MOTION OF SUPERVISOR FUTRELL, seconded by SUPERVISOR STRINGFIELD and carried:
RESOLVED that the Sussex County Board of Supervisors hereby approves the amendment of the FY2015 Capital Improvement Projects Budget in the amount of \$2,400,000.00 to replace the Public Safety Radio Communications Equipment.

A COPY TESTE:

Deborah A. Davis, Clerk

Public Safety



Harris Corporation PSPC
 221 Jefferson Ridge Parkway
 Lynchburg, VA 24501
 Federal ID#: 34-0276860

Direct Correspondence Only To:
 Harris Corporation
 221 Jefferson Ridge Parkway
 Lynchburg, VA 24501
 Attn: Al Yasi Phone: 978-905-3452
 Email: ayasi@harris.com

Remit To Address:
 Harris Corporation PSPC 8058
 PO Box 7247
 Philadelphia, PA 19170-8058

PAYMENT TERMS Net 30

<u>Customer Purchase Order</u> System Purchase Contract: Sussex County, VA	<u>Our Contract No.</u> 1379	<u>Customer No.</u> 37160	<u>Invoice Number</u> AY051916	<u>Invoice Date</u> 5/19/2016
---	---------------------------------	------------------------------	-----------------------------------	----------------------------------

Bill to Customer:
 County of Sussex
 PO Box 1397
 Sussex, Virginia 23884
 Attention: Accounts Payable

Ship to Address (if other than Bill To):
 Sussex County
 15080 Courthouse Road
 Sussex, Virginia 23884

Notes:
 Invoiced per contract Section 9 Payments, A.1.4

Item No.	Description	Quantity	Unit Price	Extended Amount																																	
	3. Twenty percent (25%) of the Total Agreement Price (excluding the aggregate price of the Terminal Hardware included in the Total Agreement Price) at the time of the Hardware shipment and delivery to Buyer.....The Buyer shall have the right to inspect and confirm that the Hardware included in Seller's invoice has been delivered to County.																																				
	<table border="1"> <thead> <tr> <th>Milestone</th> <th>Percentage</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>Contract Signing</td> <td>20%</td> <td>732,920.30</td> </tr> <tr> <td>System Design Review</td> <td>10%</td> <td>366,460.15</td> </tr> <tr> <td>Infrastructure Staging</td> <td>20%</td> <td>732,920.30</td> </tr> <tr> <td>Infrastructure Shipping</td> <td>25%</td> <td>916,150.37</td> </tr> <tr> <td>Services (Over 13 Months)</td> <td>10%</td> <td>366,460.15</td> </tr> <tr> <td>Hardware Installation</td> <td>10%</td> <td>366,460.15</td> </tr> <tr> <td>System Acceptance</td> <td>5%</td> <td>183,230.07</td> </tr> <tr> <td>Total</td> <td>100%</td> <td>3,664,601.48</td> </tr> <tr> <td>Terminals</td> <td></td> <td>572,389.02</td> </tr> <tr> <td>Total Contract</td> <td></td> <td>4,236,990.50</td> </tr> </tbody> </table>	Milestone	Percentage	Amount	Contract Signing	20%	732,920.30	System Design Review	10%	366,460.15	Infrastructure Staging	20%	732,920.30	Infrastructure Shipping	25%	916,150.37	Services (Over 13 Months)	10%	366,460.15	Hardware Installation	10%	366,460.15	System Acceptance	5%	183,230.07	Total	100%	3,664,601.48	Terminals		572,389.02	Total Contract		4,236,990.50	1	916,150.37	916,150.37
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Total	100%	3,664,601.48																																			
Terminals		572,389.02																																			
Total Contract		4,236,990.50																																			
	\$987,373.00 Discount spread equally across Infrastructure and Terminals																																				

ETV 5/23/16

Remit Payment To: Harris Corporation PSPC
 Citibank-PSPC
 Account # 30886623
 Routing # 021000089
 SWIFT Code: CITIUS33

Please include our Invoice No., Customer No. & Our Contract No. on your remittance.

SUB-TOTAL	\$916,150.37
TAXES	

TOTAL AMOUNT \$916,150.37
Action Items - Page 96

THIS IS A LIST OF GOOD AND/OR SERVICES RENDERED AS OF THE DATE WHICH WERE FURNISHED EXPRESSLY CONDITIONAL UPON YOUR RETURN TO THE CONTRACT NUMBER AND CONDITIONS AND YOUR RECEIPT AND ACCEPTANCE OF THE GOODS SHIPPED OR SERVICES RENDERED CONSTITUTE YOUR AFFIRMATION TO ALL THE TERMS, CLAUSES, CONDITIONS AND WARRANTIES SHOWN HEREON AND YOUR AGREEMENT TO THE DELIVERY CARRIER BY THE PURCHASER, YOU MUST OBTAIN OUR AUTHORIZATION BEFORE RETURNING ANY MERCHANDISE.

Sussex County
 Vendor: Harris Corporation
 Radio Communications System Project
 Total Projected Cost: \$ 4,236,990.50

Project Percentage	
Contract Signing	20%
System Design Review	10%
Infrastructure Staging	20%
Infrastructure Shipping	25%
Services (over 13 months)	10%
Hardware Installation	10%
System Acceptance	5%
	100%

Breakdown	Date of Invoice		Invoice	Invoice	Invoice	Invoice	Invoice	Invoice	Invoice	Invoice	Invoice	Invoice	Invoice	Invoice	Invoice	Invoice	Invoice	Invoice	Invoice	Invoice	Total Paid	Balance Due		
	AV050115	P000001429																						
Contract Signing	\$ 732,920.30	\$ 732,920.30																						
Infrastructure																								
Review	\$ 366,460.15																							
Staging	\$ 732,920.30																							
Shipping	\$ 916,150.37																							
Services	\$ 366,460.15																							
Hardware	\$ 366,460.15																							
Acceptance	\$ 183,230.07																							
Terminals	\$ 572,389.02																							
	\$ 4,236,990.51																							

**AGENDA ITEM #6.09
(Action Items)
Lottery For Localities**

=====

Staff received an email from The Honorable Greg Eanes, Mayor of the Town of Crewe. A copy of the email as well as a letter to legislators follow this summary sheet.

Staff contacted the Virginia Lottery and requested sales data for the past several years. The data below was provided by Ms. Amy Roper, Policy, Process and Legal Document Administrator for the Virginia Lottery.

Sussex County Central Region (1) Lottery Sales

<u>FY 2010</u>	<u>FY 2011</u>	<u>FY 2012</u>	<u>FY 2013</u>
\$6,032,486	\$5,789,635	\$6,180,473	\$6,531,311
<u>FY 2014</u>	<u>FY 2015</u>	<u>FY 2016</u>	
\$7,038,589	\$5,978,544	\$6,667,926	

Please let staff know how you wish to proceed.

Deborah Davis

From: mayor@townofcrewe.com
Sent: Sunday, August 07, 2016 11:55 PM
To: cwoolridge@brunswickco.com; psmith@essex-virginia.org; law03@henrico.us; rubyb@co.kinggeorge.state.va.us; coadmin@loudoun.gov; knunez@co.northampton.va.us; cstewart@pwcgov.org; mcarter@smythcounty.org; Deborah Davis
Cc: khite@brunswickco.com; oschools@essex-virginia.org; vit@henrico.us; jenkinsje@co.kinggeorge.state.va.us; Phyllis.Randall@loudoun.gov; jwilliams@co.northampton.va.us; gainesville@pwcgov.org; wblevins@smythcounty.org; Keith Blowe
Subject: [FWD: A Lottery for Localities]
Attachments: Lottery for Localities Letter to Legislators.pdf

To:

Brunswick County Board of Supervisors
c/o Charlette T. Woolridge, Ph.D., County Administrator

Essex County Board of Supervisors
c/o Pam Smith, Interim County Administrator

Henrico County Board of Supervisors
c/o Barry R. Lawrence, Assistant to the County Manager for Board Affairs

King George County Board of Supervisors
c/o The Honorable Ruby Brabo, Chair

Loudoun County Board of Supervisors
c/o Tim Hemstreet, County Administrator

Northampton County Board of Supervisors
c/o Katherine Nunez, County Administrator

Prince William County Board of Supervisors
c/o The Honorable Corey A. Stewart, Chair

Smyth County Board of Supervisors
c/o Michael Carter, County Administrator

Sussex County Board of Supervisors
c/o Deborah A. Davis

Subject: Lottery for Localities Effort

Greetings;

Attached for your information is a formal request from the elected leadership of the Nottoway County communities to their legislators requesting a change in the current Virginia state law to allow a five percent return of lottery sales to Virginia localities. This plan, as proposed, will not take away money from the school systems.

We believe this proposal will be of benefit to all localities in the Commonwealth and urge your offices, local town and city councils and County Boards of Supervisors to go on record in support, by contacting your state representatives and by urging the Virginia Municipal League and Virginia Association of Counties to make it a part of their 2017 legislative agenda.

The only way to accurately estimate what additional general revenues your Towns and County could have received in 2015 (had this proposal been in place) is by knowing the total lottery sales from your local vendors. We recommend you request from the Va Lottery the total 2015 lottery sales for your locality to see what 5% might mean to your general revenue budget.

I will be glad to speak on this proposal with you or any member of the city staff that you direct.

with warmest regards,

Greg Eanes
Mayor
Town of Crewe
Home: 434-645-1722
Cell: 434-298-1238

*A Joint Petition
from the representatives of the citizens of Nottoway County, Virginia*



344 West Courthouse Road
P.O. Box 92
Nottoway, Va 23933
434-645-8696
nottoway@nottoway.org

Senator Frank Ruff
P.O. Box 332
Clarksville, VA 23927

14 July 2016

Delegate Thomas C. Wright, Jr.
P.O. Box 1323
Victoria, Va 23974

Subject: Lottery for Localities



100 West Elm Street
Blackstone, Va 23824
434-292-7251
info@townofblackstoneva.com

Gentlemen;

We are requesting a 'Lottery for Localities'. Specifically we are requesting legislation that will allocate 5% of total lottery sales back to the general revenue funds of localities where those sales originated. It is envisioned the allocation will be culled from total sales and subtracted from that portion of the lottery pool designated as the 'prize pool' (approximately 60.6% of sales). In this way, the public school funding allocation (approximately 29% of sales) is untouched. No monies are diverted from public education by our formula.



224 Second Street
Burkeville, Va 23922
434-767-4095
Burkeville1@embarqmail.com

The attached background paper and plan provides facts in regards to the Virginia State Lottery in Nottoway County (as a case study of a Virginia community). It outlines what we envision as a course for action that will benefit all Virginia's localities and Virginia's citizens. This plan has been presented to the governing bodies of the three towns and the county. These governing bodies have voted for support of this plan and seek legislation that will implement this concept to the benefit of all Virginians.



125 East Carolina Ave.
Crewe, Va 23930
434-645-9453
creweva@embarqmail.com

The revenue infusion a 'Lottery for Localities' can provide to local governments will have a positive impact for cash strapped rural communities facing an ever shrinking business and community tax base while demands for public services rise. We feel this is a discussion that needs to be initiated across the Commonwealth with local governments and state officials. We are open to constructive dialogue and suggestions on how make this concept a reality.

By copy of this letter, we are formally requesting the Virginia Municipal League and the Virginia Association of Counties to make this legislation a priority on their respective legislative agenda for the 2017 session.

Respectfully,



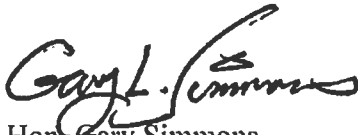
Hon. Greg Eanes
Mayor
Town of Crewe



Hon. William C. Coleburn
Mayor
Town of Blackstone



Hon. Joe Morrissette
Mayor
Town of Burkeville



Hon. Gary Simmons
Chairman
Nottoway County Board of Supervisors

Cc:

Virginia Municipal League
P.O. Box 12164
Richmond, Va 23241

Virginia Association of Counties
1207 East Main Street, Suite 300
Richmond, Va 23219-3627

Hon. Riley E. Ingram
Chair, Cities, Counties and Towns
3302 Oaklawn Boulevard
Hopewell, Va 23860

Sen. Thomas K. Norment
Co-Chair, Senate Finance
P.O. Box 6205
Williamsburg, Va 23188

Hon. Chris S. Jones
Chair, Appropriations Committee
P.O. Box 5059
Suffolk, Va 23435-0059


Sen. Bill Stanley
Chair, Local Government
13508 Booker T. Washington
Highway
Moneta, Va 24121

Sen. Emmett Hanger
Co-Chair, Senate Finance
P.O. Box 2
Mount Solon, Va 22843-0002

Lottery for Localities A Course for Action

1. Background: The Virginia State Lottery is a \$1.8 billion¹ state run enterprise. The sales of lottery tickets are untaxed by localities. The lottery been referred to as a ‘backdoor tax’ or ‘regressive tax’ in which the poor give money to the state government.² Lottery spending drains rural communities of dollars that might otherwise be spent energizing our local economies by generating local retail sales as well as meals, gas and lodging taxes for our local general revenue. Virginia Lottery disbursements for calendar year 2015 resulted in an estimated \$1.166 billion (60.6%) devoted to prizes; \$103 million (5.6%) was paid out to retailers and \$90.8 million (4.9%) was devoted to operating costs. That left \$533.8 million (28.9%) to be distributed to Virginia’s public school systems in accordance to a state formula.³

2. Local Sales: In response to a request for information, the Virginia Lottery submitted the data below reflecting the Nottoway County calendar year 2015 sales of Virginia Lottery tickets.⁴

 we're game virginia lottery	OFFICIAL LOTTERY RECORD TOTAL SALES: CERTAIN ZIP CODES CALENDAR YEAR 2015	
	<u>ZIP Code</u>	<u>Total Sales</u>
	23824	\$3,676,892.25
	23922	\$495,168.25
	23930	<u>\$2,035,514.50</u>
	Sum:	\$6,207,575.00

3. Local Education Return: The \$6.2 million in local sales results in just over \$2 million a year returning to Nottoway County Schools. Lottery proceeds are paid to the county school system twice a month. The formula used by the lottery to return monies to school systems is not based on locality sales but on a student per capita formula. For example, Fairfax County, the fastest growing county in Virginia and among the ten richest in the nation, received over \$36 million in lottery proceeds in FY2015.⁵

¹ 2015 figures from the Virginia State Lottery website. \$1.844 billion in sales.

² It is not our intent to suggest the lottery should be abolished, only to make an observation.

³ See Virginia Lottery website for the overall breakdown.

⁴ Phone inquiry and E-mail dated 19 May 2016, Greg Eanes to Amy Roper, Policy, Process and Legal Document Administrator, Va State Lottery; E-mail response dated 23 May from Roper to Eanes, with attachment.

⁵ See Virginia Lottery for payouts, https://www.valottery.com/playing_matters.aspx.

4. Prior Efforts at Taxation: In the 2012 Legislative Session Senator Frank Ruff proposed a bill for a sales tax on the purchase of lottery tickets. The Virginia Municipal League supported the measure. The Virginia Lottery opposed the bill and was successful in defeating the bill during the Senate Finance Committee hearing. VML Director of Fiscal Policy Neal Menkes says, "To the best of my knowledge no attempt has been made since 2012."⁶

5. Virginia Constitution: VML advises the Virginia Constitution, specifically Article X, Section 7-A "*explicitly identifies public education as the sole purpose of Lottery proceeds.*" The Virginia General Assembly can redirect a portion of the Lottery Proceeds Fund for other purposes but it requires a 4/5 majority vote in both Houses (32 Senators and 80 House members).⁷ The power to change the formula to benefit all Virginia communities rests with the Virginia General Assembly.

6. Observations: Using 2015 lottery sales figures, if the Nottoway County lottery sales were taxed at 5% or had a 5% kick-back to locality general revenue funds, the county and towns would take in \$310,378.74.⁸ It is envisioned the 5% formula be split between the County and the Towns with the County receiving 40% of the total revenues generated in the incorporated towns and 100% of total revenues generated by retail outlets outside of the towns. Using 2015 sales figures this would result in the following (estimated):

Blackstone	\$110,306.77 (-)
Burkeville	\$15,455.05
Crewe	\$61,065.43
Nottoway County	\$124,151.49 (+)
Grand Total	\$310, 978.74

Note: Three of the 23824 outlets are outside of Blackstone and in the County therefore the actual total for Blackstone would be less and the total for the county would be more. The data used was requested from the Lottery based on the zip codes of the Lottery retail outlets.

While larger communities might view these amounts as 'chump change', they do represent significant sums to rural communities. If Crewe received an additional \$61,000 it could pay down the debt from government mandates, improve infrastructure, etc. These are monies that could help town governments take care of big ticket items and desired community development projects which it seldom has funds to address.

Using 2015 figures, state lottery total sales were \$1.844 billion. Pulling off 5% off the total sales would result in \$92,200,000 that could be returned to localities.

Taking \$92.2 million from the 2015 prize payout portion *only* would reduce the payout fund from \$1.166 billion to 1.073 billion and does not take away from the amount returned to local

⁶ E-mail dated 19 May 2016 from Neal Menkes to Eanes.

⁷ Ibid.

⁸ Of course this would fluctuate depending on annual sales. The estimated 5% levy on 2015 sales for the 23824 zip code would equate to \$183,844.61; on 23922 sales equates to \$24,758.41 and 23930 sales at \$101,775.73.

school systems.⁹ Lottery jackpots are announced ahead of sales. The diversion of the 5% of sales is invisible to individual players and will not impact those announcements nor deter people from playing the lottery.

Lottery returns to localities should be based on local sales and not a per capita basis. In this way, we in the locality only get a percentage of what is generated in our localities.

Further, the lottery funds that come to the localities should be unrestricted and for our general revenue to address local needs.

This should be viewed as a bi-partisan effort which benefits all Virginia's taxpayers and local governments regardless of the size of their populations.

7. Proposed Course of Action:

- a. Enact legislation to allocate 5% of total lottery sales to the localities in which the sales are made.
 - i. Only the prize payout portion of the funds will be impacted (trimmed from 60.6% to 55.6% of total lottery allocations);
 - ii. These funds are to be culled by the Virginia Lottery from sales and placed in a separate 'Lottery for Localities' fund until payout;
 - iii. Payouts to localities to be made on a quarterly basis;
 - iv. Payouts to localities will go to incorporated town, county or city general revenue funds, based on total lottery sales in those localities;
 - v. Payouts to localities will be unrestricted in how they are spent.
 - vi. County governments would receive up to 40% of incorporated town lottery proceeds unless the county government opts for a lower percentage at the local level.
- b. Phased Implementation:
 - i. Legislation passed in the 2017 session will take effect on 1 July 2017.
 - ii. It is envisioned the 5% would be culled from the last six months of 2017 sales and these could be paid by 15 January 2018 with follow-on payments after every quarter.

⁹ It is envisioned the new formula could be locked in as follows: Prize Pool, 55.6%, Lottery for Localities Fund, 5%, Retailers, 5.6%, Operating Costs, 4.9% and Public School Fund, 28.9%.

- iii. This phased implementation gives the Virginia State Lottery more than six months to orchestrate the administrative procedures to accommodate the new legislative mandate while building the 'Lottery for Localities' pool.

-end-

AGENDA ITEM #6.10

(Action Items)

Transfer of Section 8 Housing Responsibilities from Housing Office to the State of Virginia

=====

Supervisor Fly requested that this item be placed on the August 18th agenda and will lead the discussion on this subject matter.

AGENDA ITEM 6.11
(Action Items)
Building at Animal Shelter

=====

Supervisor Futrell requested that this item be placed on the August 18th agenda and will lead the discussion on this subject matter.

OFFICE OF PUBLIC SAFETY
EDDIE T. VICK
PUBLIC SAFETY COORDINATOR
(434) 246-104 – FAX (434) 246-8155
ETVICK@SUSSEXCOUNTYVA.GOV



COUNTY OF SUSSEX, VIRGINIA
POST OFFICE BOX 1397
15080 COURTHOUSE ROAD
SUSSEX, VIRGINIA 23884

August 3, 2016

TO: VANDY JONES, DEPUTY COUNTY ADMINISTRATOR
FROM: EDDIE T. VICK, PUBLIC SAFETY COORDINATOR
SUBJECT: July 2016 MONTHLY REPORT

Enclosed is the July 2016 monthly report.

Radio System (New): The weekly conference calls are continuing with the radio vendor (Harris) about the project. Some final pieces of the radio equipment are being shipped and is sitting in the warehouse on the complex. We have overcome the water tanks cost in the project but, we have encountered an issue with the main tower (Courthouse site). The Courthouse tower will not pass the structural analyses. This means it either must be replaced or bare the cost of strengthen. Our consultant indicated that the strengthen cost may be more than replacing the tower. Also, now that we have been notified of this condition, we must act to avoid any liability if the tower would fall and injure and/or worse cause a death. Swift action is needed to address this issue. Since this is our main site (about 70% of the system), it is imperative that we move quickly to keep the radio project going. Without this site, we will not be able to complete the radio project. I have asked the vendor to keep moving in any area they can to keep the project going.

Radio System (OLD): Our radio vendor has been able to continue to keep our current radio system up but, I want to caution you that this system has reached its last phase of usefulness. The parts (cards) that we once could send back for repairs can no longer be repaired. Any failure in the future will result in a loss of part of the system or worse, all of the system. I ask that we continue to move quickly without delay on installing the new system. We have gone way beyond the life expectancy of the current system. A failure will result in catastrophic consequences without any quick fix.

Animal Services Monthly Report: Attached is the July 2016 Monthly Report. As you can see, we are attempting to adopt, rescue and return as many animals as possible. This month, twenty five (25) canines were rescued and four (4) canines were returned to owner. One (1) canines were euthanized in July due to its medical condition after a medical evaluation by our veterinary. One (1) feline escaped from the shelter.

Daily Operation Data: Attached in the monthly daily operations data. The data shows the various task and functions preformed 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 July (22 Hours)**

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 July (85.5 Hours)**

Complaints: These are calls given to the Officers by the Dispatch Center or received from citizens by phone or word of mouth. **Total for July (56 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 July (4.5 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 July (1 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 July (3 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 July (0 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 July (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 July (0 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 July (14 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 July (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 July (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 July (4 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 July (5.5 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 July (0 Hours)**

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 July (0 Hours)**

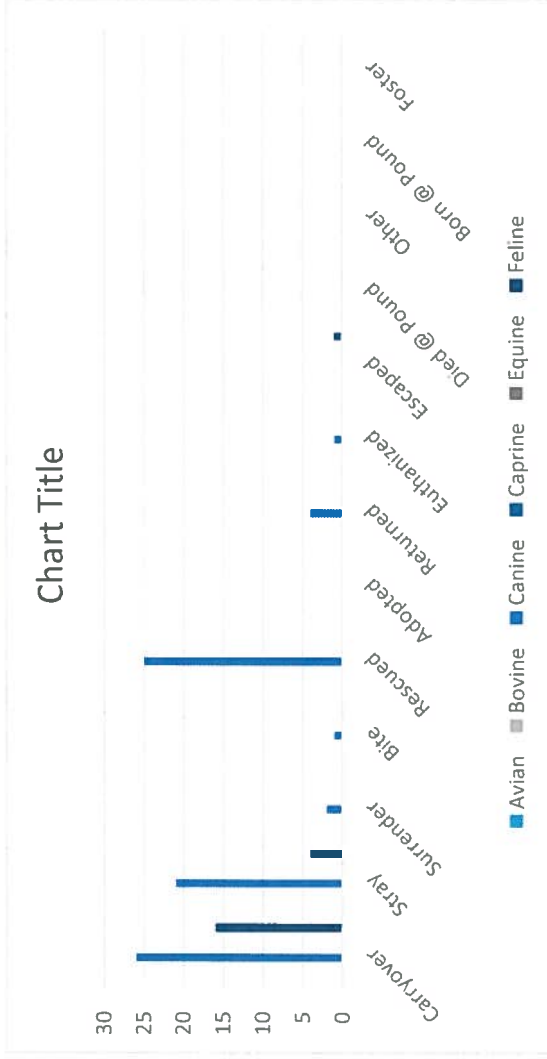
Kennel Inspections: Each week the Officers make kennel inspections within our shelter. They are looking for cleanliness, missing screws and/or hardware, sharp objects that could cut or injure the animals and/or possible safety and/or injury potentials to the staff and animals. **Total in July (2.5 Hour)**

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 July (2 Hours)**

Shelter Related: The Officers provide support to the pound attendants and the Adoption/Rescue Coordinator 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 July (74 Hours)**

Sussex County Animal Control Monthly Intake Report

July
2016



	Carryover	Stray	Surrender	Bite	Rescued	Adopted	Returned	Euthanized	Escaped	Died @ Pound	Other	Born @ Pound	Foster
Avian	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
Canine	26	21	2	1	25	0	4	1	0	0	0	0	0
Caprine	0	0	0	0	0	0	0	0	0	0	0	0	0
Equine	0	0	0	0	0	0	0	0	0	0	0	0	0
Feline	16	4	0	0	0	0	0	0	1	0	0	0	0

ACTIVE CASES	CANINE	FELINE	EQUINE
	20	19	0

CALLS:	34	Disptach
CALLS:	16	In-House
TOTALS	50	Calls
MILEAGE		
UNIT 5	1,850	Diesel
UNIT 6	2,050.00	Gas
UNIT 7	1,000.00	Gas
TOTALS	4,900.00	
SUMMONS	0	

Canines/Felines Rescued or Transferred

July 2016

Total of 25 Canines

Intake Number	Name	Rescue Organization/Animal Shelter
90 - 16033001	Skipper	Houlagans Rest Corp., 10138 Hull St Rd., Midlothian, VA 23112
125 - 16051802	Katie	Operation PAWS for Homes, PO Box 90813, Alexandria, VA 22309
141 - 16060702	Big Boy	Houlagans Rest Corp., 10138 Hull St Rd., Midlothian, VA 23112
142 - 16060703	Cookie	Houlagans Rest Corp., 10138 Hull St Rd., Midlothian, VA 23112
143 - 16060901	Maximus	Angels Among Us Animal Sanctuary, 1819 Blacks Bridge Rd, Annville, PA 17003
146 - 16061001	Blue Bell	Bandits Adoption and Rescue of K-9's, PO Box 1682, Glen Allen, VA 23060
149 - 16061403	Riley	Houlagans Rest Corp., 10138 Hull St Rd., Midlothian, VA 23112
150 - 16061404	Ruby	Bandits Adoption and Rescue of K-9's, PO Box 1682, Glen Allen, VA 23060
155 - 16062201	Princess	Bandits Adoption and Rescue of K-9's, PO Box 1682, Glen Allen, VA 23060
156 - 16062702	Snowball	Making of Miracle Stories Animal Rescue, PO Box 952, Glen Allen, VA 23060
157 - 16062703	Milo	Bandits Adoption and Rescue of K-9's, PO Box 1682, Glen Allen, VA 23060
158 - 16062704	Gizmo	Bandits Adoption and Rescue of K-9's, PO Box 1682, Glen Allen, VA 23060
159 - 16062901	Basil	Making of Miracle Stories Animal Rescue, PO Box 952, Glen Allen, VA 23060
160 - 16062902	Oi' Bay	Making of Miracle Stories Animal Rescue, PO Box 952, Glen Allen, VA 23060
161 - 16062903	Ginger	Making of Miracle Stories Animal Rescue, PO Box 952, Glen Allen, VA 23060
162 - 16063001	Dill	Making of Miracle Stories Animal Rescue, PO Box 952, Glen Allen, VA 23060
166 - 16070701	Sandy	Lab Rescue of LRPC Incorp, 8840 Gue Road, Damascus, MD, 20872
168 - 16071201	Betsy	Making of Miracle Stories Animal Rescue, PO Box 952, Glen Allen, VA 23060
170 - 16071301	Britney	Making of Miracle Stories Animal Rescue, PO Box 952, Glen Allen, VA 23060
171 - 16071302	Milkey	Bandits Adoption and Rescue of K-9's, PO Box 1682, Glen Allen, VA 23060
173 - 16071501	Romeo	Making of Miracle Stories Animal Rescue, PO Box 952, Glen Allen, VA 23060
174 - 16071502	Honey	Lab Rescue of LRPC Incorp, 8840 Gue Road, Damascus, MD, 20872
177 - 16071802	CJ	Happy Endings Animal Rescue Team Inc, 9501 Woodpecker Rd, Chesterfield, VA 23838
178 - 16071803	MJ	Happy Endings Animal Rescue Team Inc, 9501 Woodpecker Rd, Chesterfield, VA 23838
180 - 16072201	Payten	Happy Endings Animal Rescue Team Inc, 9501 Woodpecker Rd, Chesterfield, VA 23838

Month: July, 2016

Date	Admin	Patrol	Complaints	Welfare Check	Rabies/Lic Check	Phone Calls In/Out	Invest	Follow up visit	Summons	After Duty Cases	Training	Rabies Clinic	Equip/Shelter Maint.	Vet	Landfill	Court	Kennel Inspect.	Canine Shots	Shelter Related
1	1	3.5	1.5											0.5					7
2										2.5									
3																			
4										1				0.5					4
5	3	5	3			0.5													
6	1	7	3	1.5		0.5		2									1		
7	1	3.5	3.5			0.5		1									1.5		5
8	5	5.5	3.5	1									2						4
9																			
10																			
11		1	6															1	
12	4	2	3					1					2	2					2
13		5	1							1									2
14		5	1																2
15			4							0.5								1	3
16																			
17																			
18		3	1		1														3
19	1	3.5	3.5			0.5		1						1.5					5
20	0.5	4	2																1.5
21	2	5	3	1															5
22		7	2	1															6
23																			
24										4									
25	1	5.5	4.5							2									5
26	1	6	3.5			0.5													5
27		6.5	4			0.5				3				1					3
28	0.5	7.5	1.5																6.5
29	1		2																5
30																			
31																			
Total	22	85.5	56.5	4.5	1	3	0	5	0	14	0	0	4	5.5	0	0	2.5	2	74

Admin will include: Paperwork, County Admin Office, Treasurers Office

Training will include Monthly Meetings



COUNTY OF SUSSEX, VIRGINIA

233 L. SOUTH COUNTY DRIVE
P.O. BOX 63, WAVERLY, VIRGINIA 23890

7.02

HOUSING PROGRAMS
(804) 834-1302

BRENDA H. DREW
ADMINISTRATIVE AGENT

MEMORANDUM

TO: Mr. Vandy Jones, Deputy County Administrator
FROM: Brenda H. Drew, Housing Programs Coordinator
SUBJECT: Housing Program Report
DATE: August 5, 2016

Attached you will find a copy of the Housing Oversight Board Meeting minutes for your review. The minutes are required by the Department of Housing and Community Development (DHCD) for Indoor Plumbing and Housing Rehabilitation Programs. Also, general program updates and related materials are included for your information.

With your support, we will continue to build relationships and focus on the new collaborative partnership between Sussex and Surry Counties with the Habitat for Humanity Virginia Chapter. Jason Weidel, Program Manager for the Sussex and Surry Habitat Office met with me on last week, and he has agreed to regular meetings with the department.

In the near future we will work toward continuing our partnerships and programs which promotes family self-sufficiency, job preparation, money management, housing counseling, and an Employer Assisted Affordable Homeownership Program for residents of Sussex County.

Below is a pattern of tasks which are underway and or accomplished recently by Housing:

- a) Home-Options Informational/Community Meetings
- b) IPR Loan Servicing and Program Income Tracking
- c) Reorganization of HCV Waiting List
- d) Self-evaluation and Management Assessment Program
- e) Homeownership Class
- f) Thirteen (13) VIDA Candidate Applications
- g) Coordination/funding roof project in Yale for disabled resident using Program Income.
- h) Financial Contribution from Surry County (\$2000 for 2016 and \$2000 for 2017)
- i) Increase in Admin Fees from VHDA (\$600 monthly)

Thank you again, and we look forward to your continued support.

Attachments:

IPR Minutes & Updates

Sussex Home-Options – “Out of Reach Report” Presentation by Sim Wimbush

Cc: Deborah Davis, County Administrator

SUSSEX COUNTY HOUSING OVERSIGHT BOARD ATTENDANCE

July 6, 2016 @ 10AM

MINUTES

Meeting called by:	Mrs. Brenda H. Drew, Housing Coordinator
Type of meeting:	Monthly Meeting
Note taker:	Brenda H. Drew
Attendees:	<p>Mrs. Brenda H. Drew, Housing Coordinator</p> <p>Mr. Clyde Gay, Resident Member</p> <p>Mrs. Tanisha Green, Resident Member</p> <p>Mr. Andre Greene, Director of Community Development</p> <p>Mr. Lorenzo Turner, County Administrator's Designee</p> <p>Mrs. Anitra Watson, CDAAA</p>
Absent:	<p>County Attorney</p> <p>Building Official</p> <p>County Treasurer</p>
Call to Order	The Housing Oversight Board meeting was called to order by Mrs. Brenda H. Drew at 10 am.
The Agenda	<p>ON MOTION BY <u>Mrs. Tanisha Green</u>, seconded by <u>Mr. Clyde Gay</u>, and carried that the July 6, 2016 agenda be approved.</p> <p>MOTION CARRIED. Voting: Aye-unanimous</p>
Introductions Approval of Minutes	<p>Introduction of Crater AAA Weatherization Program Administrator, Mrs. Anitra Watson</p>



JULY 6, 2016 @ 10AM **SUSSEX COUNTY HOUSING** **OVERSIGHT BOARD**

Thank you for your willingness to serve as a member of the Sussex County Indoor Plumbing and Rehabilitation (IPR) Oversight Board. Your attendance, input and guidance are vital to the success of our mission in addressing the housing needs in the county.

LOCATION: 233L SOUTH COUNTY DR.
WAVERLY, VIRGINIA



DR – Page 7

PROPOSED MEETING **SCHEDULE**

August 15, 2016

September 7, 2016

October 5, 2016

November 2, 2016

December 7, 2016

Program
Recommendations

A) HOUSING REHABILITATION ASSISTANCE

ON MOTION BY Mr. Clyde Gay, seconded by Mrs. Tanisha Green and carried that the housing oversight board approve the Crater AAA Proposals as follows:

- 1) Crater is requesting funds in the amount of \$4,445.00 for home improvement on residence located at 21316 Commans Well Road, Yale, Va. *(Specifications attached)*

MOTION CARRIED. Voting : Aye-unanimous

Note: Staff will review/monitor files to certify that all eligibility/verification process is complete in accordance with Program Management and Program Income Plans. (Required documentation will be forwarded to County Administrator for authorization of expenditures.)

Application Ranking

We anticipate receiving additional applications for assistance and will distribute copies of the Management Plan at the next meeting.

Loan Servicing
Report

LOAN CLIENTS PAYMENTS:

1. **Anticipated Monthly Loan Payments: \$687.16**
2. **Yearly Income: \$8491.44**

Other Concerns

An update on the Pocahontas Project was shared. The project goal is to submit a CDBG application in March 2017.

The following upcoming Events were shared:

- 1) *VHDA Homebuyer's Class on July 23, 2016*
- 2) *Mortgage Burning Event October 20, 2016*

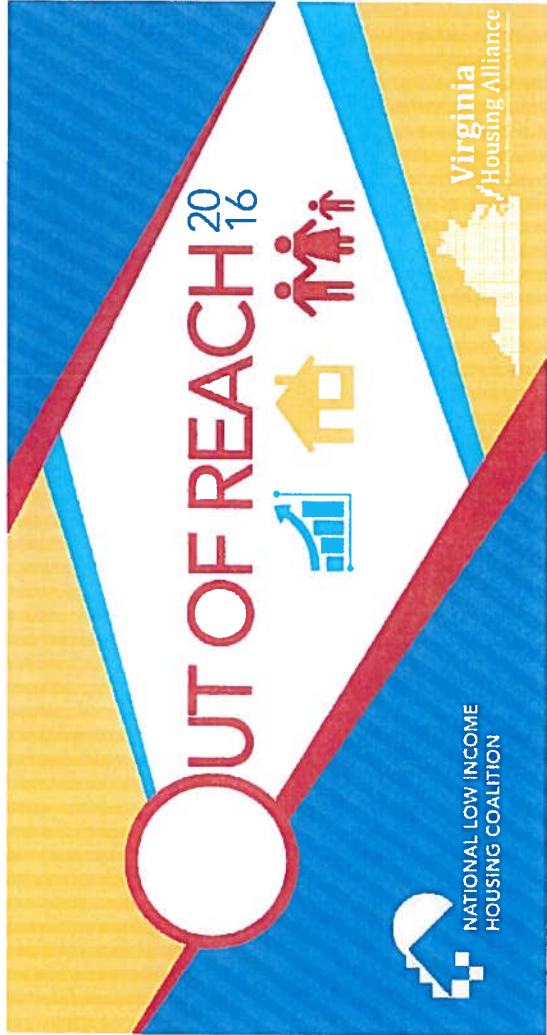
Next Meeting

Adjournment

A memorandum will be sent out for the time and date of the next meeting.

Meeting was adjourned at 10:50 A.M.

Virginia Out of Reach 2016



A Report Released by the Virginia Housing Alliance
in collaboration with
The National Low Income Housing Coalition

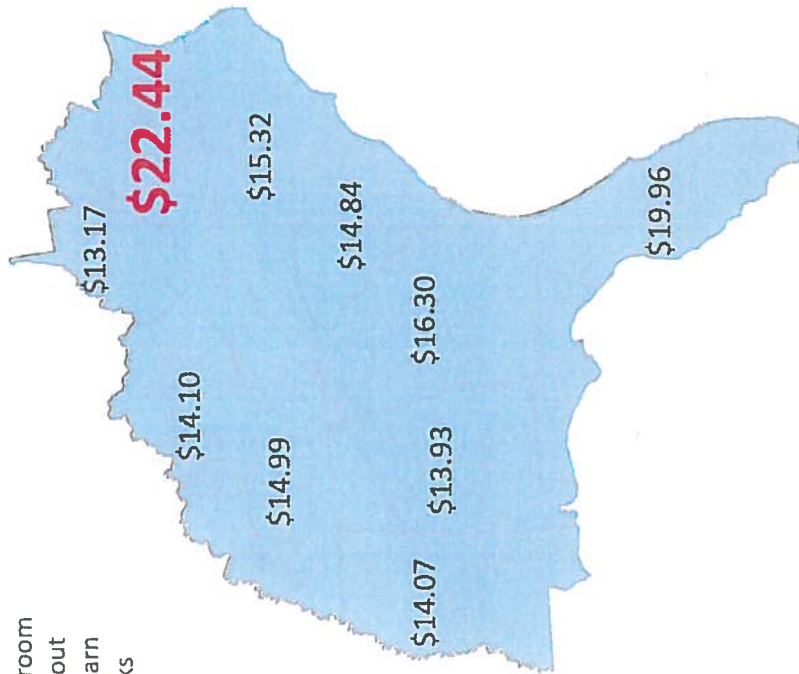


Virginia continues to have the highest Housing Wage in the Southeast

In Virginia, the Fair Market Rent (FMR) is 2016 for a two- bedroom apartment is **\$1,167**. In order to afford this level of rent- without paying more than 30% of income on housing- a family must earn **\$46,675** annually. Assuming a 40- hour work week, 52 weeks per year, this requires a **Housing Wage** of:

\$22.44 per hour

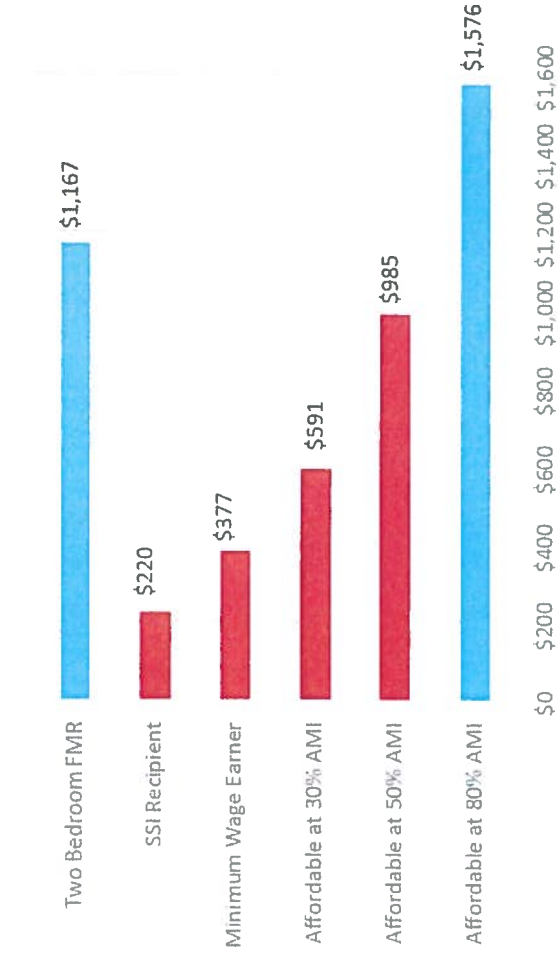
Virginia has the 10th highest Housing Wage of all states and the **highest Housing Wage in the Southeastern United States**. In Virginia, a renter household needs one full- time job paying **\$22.44** per hour in order to afford a two- bedroom apartment at the Fair Market Rent.





Amount of Rent Households Can Afford v. The Cost of Two-Bedroom at Fair Market Rent

This graphic shows the two-bedroom Fair Market Rent (FMR), compared to rents which are actually affordable to renters at various income levels, without paying over 30% of their income for housing.



This graphic reveals that Low-Income, Minimum Wage Earners, SSI Recipients, and those households making 50% of the Area Median Income or less all fall below the minimum for affordability.

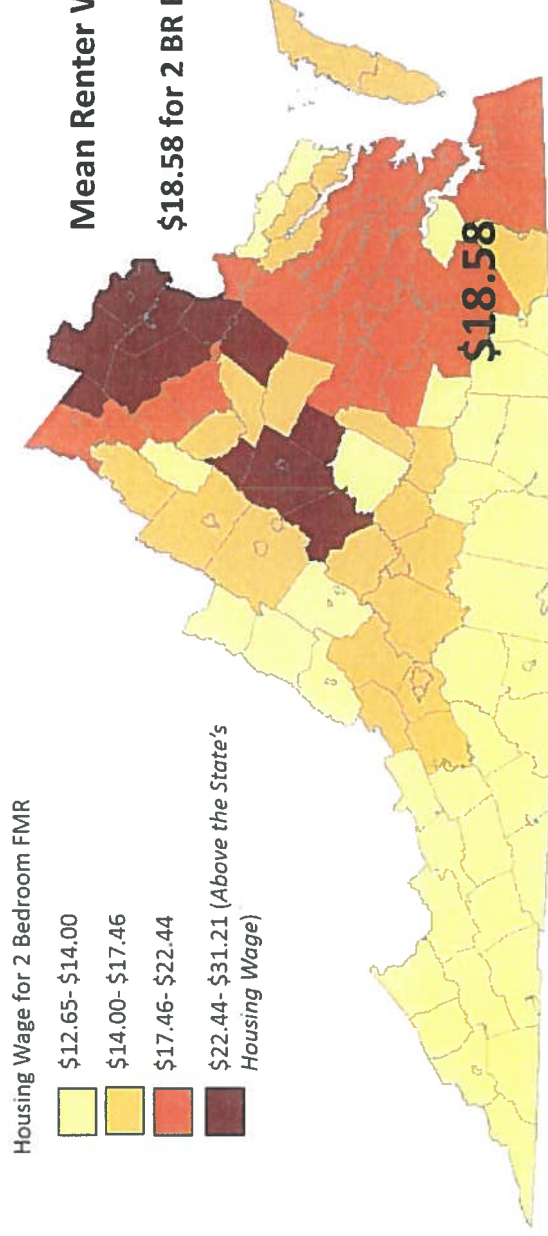
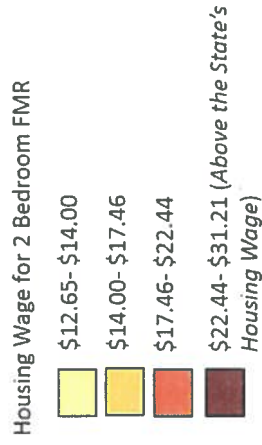
Overall, Virginia's renters continue to have a higher cost burden than homeowners. In 2016, the rent affordable at Renter Median Income was \$856 per month.

Data: Out of Reach 2016, National Low Income Housing Coalition. Chart created by Virginia Housing Alliance.

Virginia's High Growth Areas Remain Significantly Out of Reach for Many Renters

The Housing Wage in Virginia reveals the salary required from 1 full-time job, over a 40 hour work week for 52 weeks per year, to afford a 2- bedroom apartment. The highest Housing Wages continue to be found in Northern Virginia, with Housing Wages that exceed the state's Housing Wage.

Housing Wage: The Required Wage to Afford a 2- Bedroom Apartment at Fair Market Rent in 2016



Mean Renter Wage in Sussex = \$10.92
Vs.

\$18.58 for 2 BR FMR or \$16.06 for 1BR FMR

\$18.58

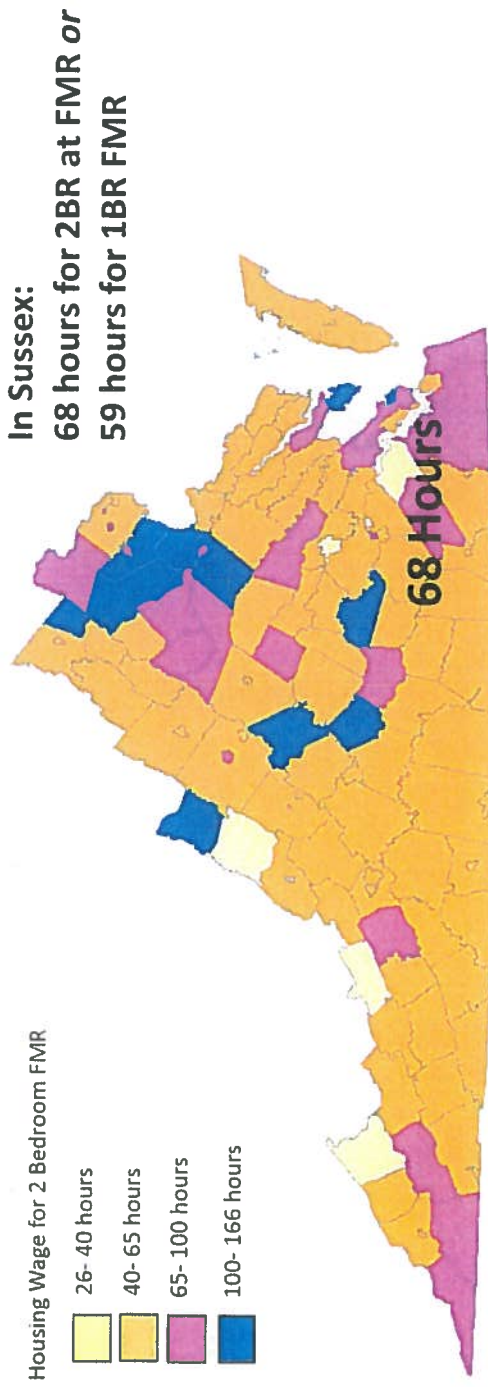
Data: Out of Reach 2016, National Low Income Housing Coalition. Map created by Virginia Housing Alliance.

Many of Virginia's Renters Cannot Afford Housing Even While Working Full-Time

The FMR for each locality represents the cost of rent and utilities for a safe, modest 2- bedroom apartment in the private housing market, as determined annually by HUD.

The average renter in Virginia earns \$16.45 per hour, which is \$5.99 less than the hourly wage needed to afford a modest unit. Many wage earning workers in Virginia cannot afford to pay for rent even when they are working full-time jobs.

Hours Per Week the Average Wage Renter Must Work to Afford a 2- Bedroom Apartment



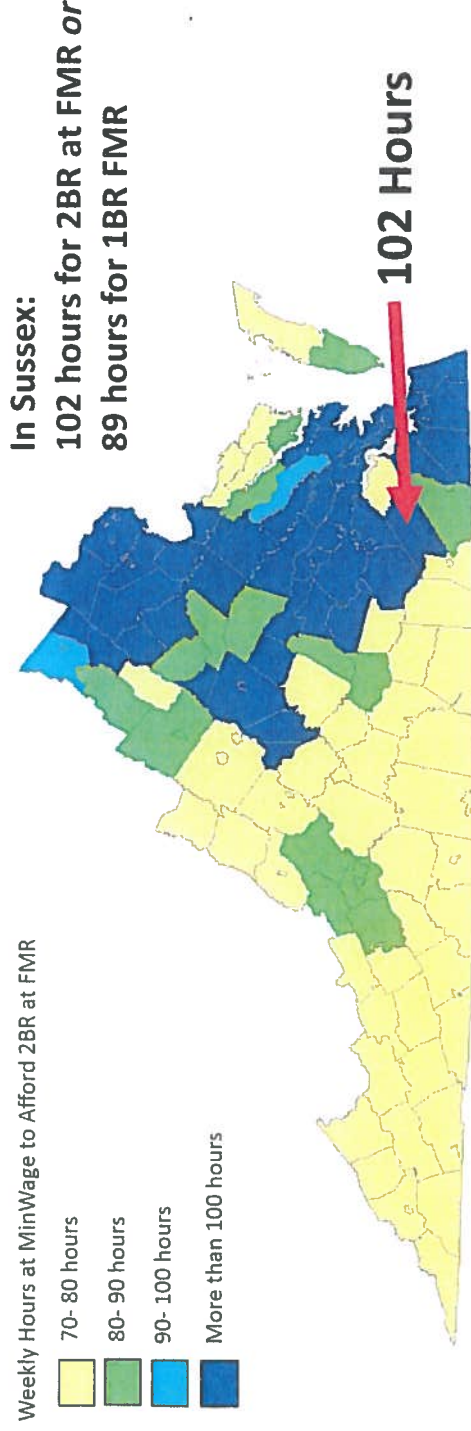
Data: Out of Reach 2016, National Low Income Housing Coalition. Map created by Virginia Housing Alliance.

No Virginia Minimum Wage Workers Can Afford Housing- Even When Working

In Virginia, a minimum wage worker earns an hourly wage of \$7.25. In order to afford the Fair Market Rent (FMR) for a two-bedroom apartment, a minimum wage earner must work **116 hours per week**, 52 weeks per year. Or a household must include **3.1 minimum wage earners**, working 40 hours per week year round to make the two- bedroom FMR affordable.

For Virginia's localities, to afford a two- bedroom apartment at FMR, a minimum wage worker would need to work between **70 and 172 hours per week**.

Work Hours Per Week at Minimum Wage Needed to Afford a 2- Bedroom Apartment at Fair Market Rent in 2016



Data: Out of Reach 2016, National Low Income Housing Coalition. Map created by Virginia Housing Alliance.

AGENDA ITEM #7.03
County Administration Updates

Following this summary sheet are copies of the following documents:

Business Development Summary from Virginia's Gateway Region. **(Pages DR-19 to DR-22)**

Sussex County Enrollment Statistics: for Southside VA Community College and John Tyler Community College: Supervisor Tyler had requested this information during the budget work session. **(Pages DR-23 to DR-26)**

Email from Joe Lerch, Director of Local Government Policy and 2016 Legislative Program, ref: Update on Commission on local Government Annexation Study **(Pages DR-27-DR-50)**

Letter from Dean Lynch, Executive Director of VACo to Governor McAuliffe regarding FY 2016 Estimated State Revenue Shortfall and Implications for Counties **(Page DR-51)**

Regional Water Supply Plan: Staff has a meeting scheduled in early September to discuss the regional water supply plan. Mr. Glen Gibson, Utility Projects Coordinator for Greenville County has taken the lead in coordinating the planning group. Greenville County, Sussex County, Emporia City and the Towns of Jarratt, Stony Creek, Wakefield and Waverly submitted a water supply plan to the Department of Environmental Quality in 2010. The plan was found to be in compliant with some conditions to be addressed. **(Pages DR-51 to DR-78)**

A copy of the Chowan Basin Soil and Water Conservation District 2015-2016 Annual Report is enclosed for your review. **(Pages DR 79 to Pages DR-82)**

A copy of Crater Planning District Commission Local Staff Efforts for the period of January through June 2016 is enclosed for your review. **(Pages DR-83 to DR 89)**

The Virginia Department of Human Resource management has a webinar regarding Senate Bill 364 – Local Health Insurance Plan. County staff will log onto the webinar to gather information. **(Pages DR-90 to DR-91)**

A copy of August 5, 2016 letter from VDOT to the Town of Waverly regarding Hunter Street and the McDonald's development in Waverly is enclosed for your information. **(Pages DR-92 to DR-95)**

A copy of a memo dated July 12, 2016 from the Compensation regarding revenue contingent salary increases and career development program funding is enclosed for your information. **(Pages DR-96 to DR-97)**

Risk Review Teams – staff is in the beginning stages of formulating a Risk Review Team which will be comprised of County employees. Once the team is in place and operating efficiently, hopefully

this will cause reduction in workers' compensation claims. We are making strides to seek volunteers and schedule the first meeting of the Risk Review Team in mid-October. **(Pages DR-98 to DR 105)**

County Website Update

The County's website contractor (Insercorp) is finalizing a new design for the website. They will present the design to our staff for feedback/approval within a couple of weeks and a conference call or meeting will be scheduled to review the new design. Once the design is approved, Insercorp will code the new design using XHTML and CSS and then migrate the content from the existing website to the new website. After that, the project manager meet with County staff to demo the new website for feedback prior to launch.

- Creating new website design (using Photoshop)
- Coding new design into iPlasmaCMS2 (using XHTML/CSS)
- Installing new modules (iPlasmaCMS2 modules)
- Migrating (MySQL) database from old website design to new website design (using SSH)
- Testing/Quality Assurance Checking (using browser emulator tools and human inspection)
- WAI Compliance Priority 1 Checkpoint testing (human inspection)

The new website will be responsive - meaning it will work across tablets and smart phones in addition to laptops/desktops. It will also include a new Directory module, which will need a listing of businesses to populate. They will also be adding a Staff Directory module so that staff members can be looked up by department, searched by name, and contacted through personal contact forms for each staff member (so long as the email address is provided).

County Owned Property

Staff has reached out to four (4) commercial real estate firms to gather information on their process, fees, to list and sell various County owned properties. Staff will report findings at the September Board meeting.



Business Development Summary: June - July 2016

Opened/Closed Projects

New - Closed - Won

Project Name	Industry	Type	Communities Submitted	Jobs	Capital Inv. (\$M)
Taste	Food, Beverage & Natural Product	N	PG	50	\$20.00
Minecraft	Transportation/ Distribution/ Logistics	N	P,C,D,SX	145	\$59.00
Snow White	General Manufacturing	N	C,H	50	\$20.00
Columbus '16	Agriculture and Natural Resources	N	SX	400	-
CHO	Food, Beverage & Natural Product	N	PG,C	19	\$2.00
Heavy Industrial Bldg (Fajon Machining)	Advanced Manufacturing	N	C	-	-
Sandsea	General Manufacturing	N	PG	-	-
BigTruck	Transportation/ Distribution/ Logistics	N	P	-	-
Speed	Advanced Manufacturing	N	PG,P	26	\$4.00
Restaurant Alpha	Retail/Hospitality/Tourism/Entertainment	N	CH,P,D	-	-
3F	Advanced Manufacturing	N	PG,SX,C	434	\$390.00
Club	Retail/ Hospitality/ Commercial Development	N	CH	-	-
Jones	Professional Services/ IT/ Call Center	N	P	100	-
Colder	Food, Beverage & Natural Product	N	-	-	-
BC	General Manufacturing	N	PG	-	-
Aero 1	Advanced Manufacturing	N	-	-	-

Type: E = Local Business Expansion or Retention; N = New Business Attraction

New - Closed - Won



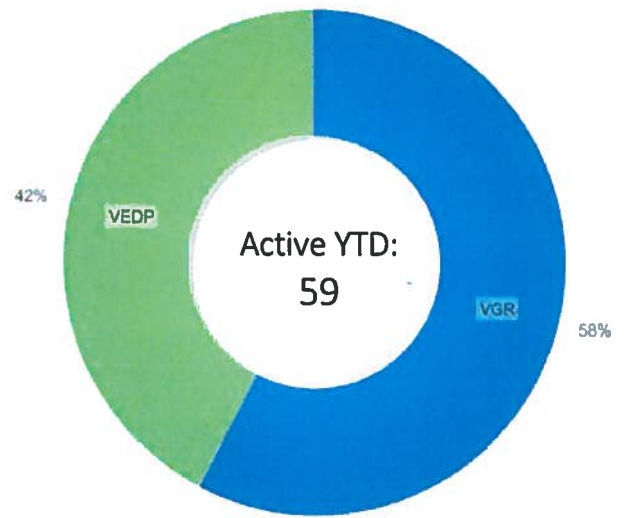
Business Development Summary: June - July 2016

Business Development Activities

Activities

	June-July	YTD
New Projects	5	20
Properties Submitted	13	28
Properties Visited	4	6
Project Visits	2	5
Business Attraction Initiatives	2	5
Business Attraction Meetings	42	200

Projects Source YTD



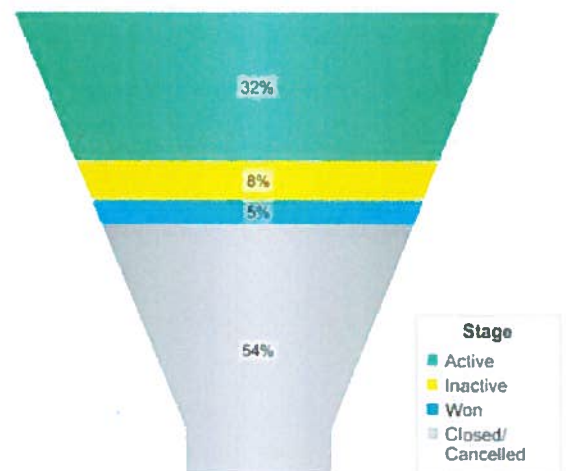
Business Attraction Initiatives

- SelectUSA Investment Summit
- Farnborough International Airshow

Local Business Services

	June-July	YTD
Existing Business Initiatives	2	7
Stakeholder Participation	21	170
Local Business Meetings	34	106

Projects Pipeline YTD

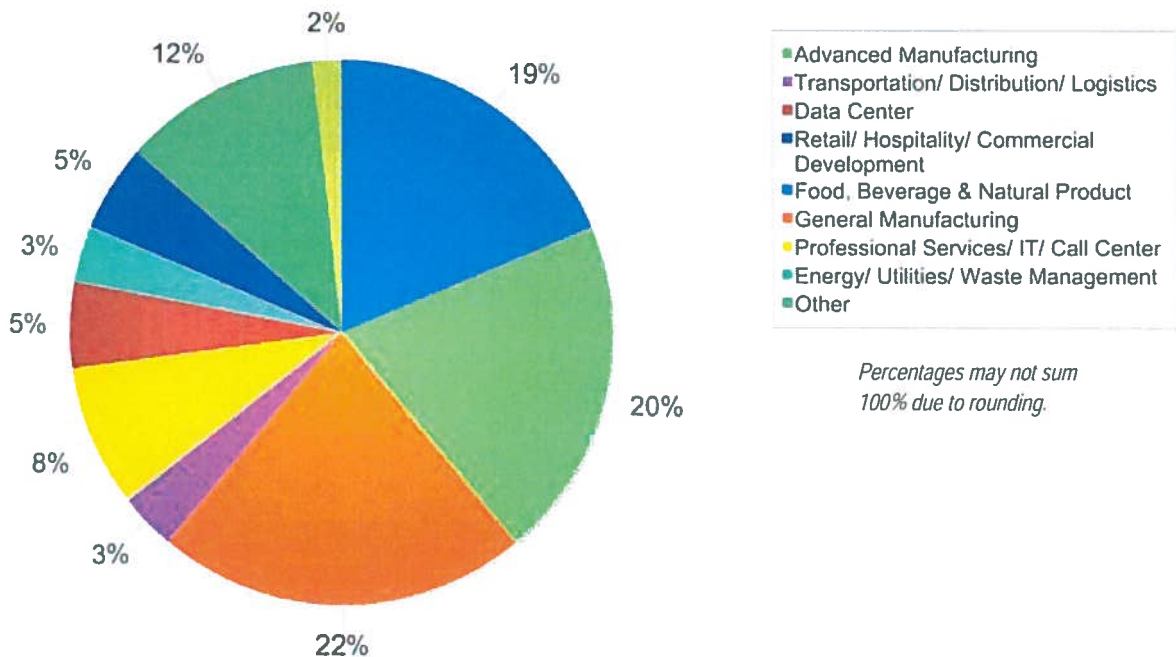


Note: "Inactive" refers to projects that have had no new activity in several months, but the region remains in contention.



Business Development Summary: June - July 2016

YTD Projects Industries



Announcements

Company	Description	Type	Community	Jobs	Investment
Fajon Turbine Services, Inc.	Manufacturer of steam and gas turbine replacement parts for the power generation industry	N	Chesterfield	45	\$0.7M
Gerdau Ameristeel	Manufacturer of long steel products	E	Dinwiddie	0	\$8.55M

Summary	June-July	YTD
Number	2	4
Jobs	45	155
Investment	\$9.25M	\$40.25M

Community Update: Sussex County

Active Projects - June - July 2016

Project Name	VGR Industry	Project Opened	Type	Lead Source	Net New Jobs	Capital Investment (\$M)	Building Size (sf)	Acresage Needs	Stage	Current Status	Status History
Capstone	Energy/ Utilities/ Waste Management	2/24/2015	N	VEDP	400	\$150.00	50000	10	Active	Company has placed project on hold while they re-asses their business plan.	Project opened and potential properties investigated. Submitted one suitable site, awaited feedback. Visited another region in state, prefers existing buildings to sites. Focused outside Virginia's Gateway Region for now, prefers existing building and specific location requirements.
Columbus 16	Agriculture and Natural Resources	6/14/2016	N	VEDP	400	-	-	220	Active	Site remains in consideration, company will make a final decision by the end of the year.	Project opened, RFI received, site visit held.
Cactus	Food, Beverage & Natural Product	10/7/2014	N	VEDP	500	-	300000	-	Inactive	Delay continues on project.	Investigating available sites to fit parameters and waiting on VEDP to meet with client in October. Client determining supply chain in the state in competitive site selection process. Meetings/contact continue while still tackling supply chain. Update ex...
Mushroom	Agriculture and Natural Resources	7/31/2015	N	VEDP	940	\$86.00	-	55	Inactive	Lead source is seeking to regain contact with prospect.	Project opened. Submitted potential sites, awaiting feedback.

Type: N = New Business Attraction; E = Expansion or Retention project

Stage: Active = Ongoing activity during current reporting period; Inactive = No activity 6 months

Confidential Information - Do Not Distribute

Sussex County Enrollment Statistics
John Tyler Community College

Dual-Enrolled High School Students Headcount (HC) and Full-Time-Equivalent Students (FTES) for Sussex County, 2008-09 through 2014-15

	2008-09 HC	2009-10 HC	2010-11 HC	2011-12 HC	2012-13 HC	2013-14 HC	2014-15 HC
Sussex	27	14	18	18	9	12	11

	2008-09 FTES	2009-10 FTES	2010-11 FTES	2011-12 FTES	2012-13 FTES	2013-14 FTES	2014-15 FTES
Sussex	6	3	4	4	2	3	4

Here are the specific courses:

Sussex Central		Sussex Central	
ENG 111	College Composition I	ENG 241	American Literature I
ENG 112	College Composition II	ENG 242	American Literature II
SDV 108	College Success Skills		

I hope that this information is what you are seeking. If not please feel free to contact Donna Jovanovich at the email address provided.

Mara

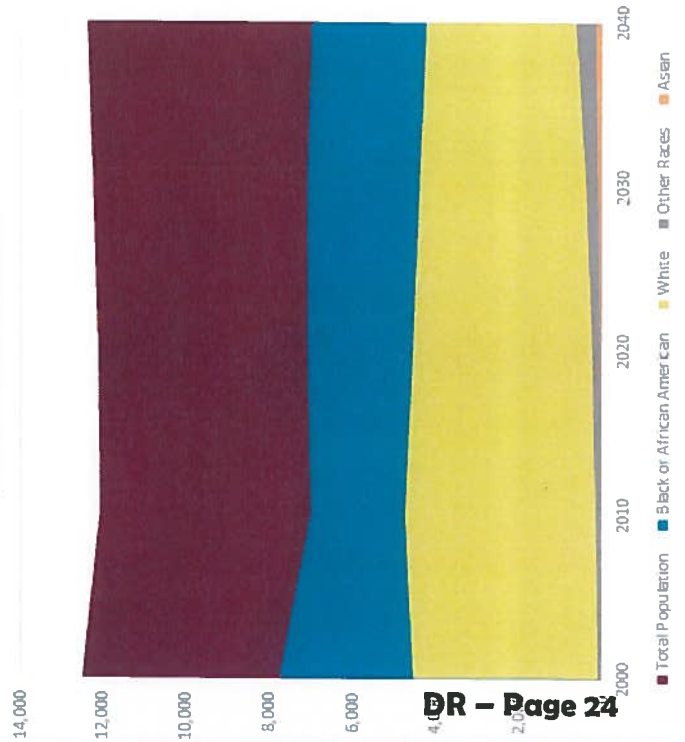
Mara M. Hilliar
 Executive Assistant to the President
 John Tyler Community College



SUSSEX COUNTY POPULATION PROFILE

Sussex County Demographic Profile Projections	2000		2010		2020		2030		2040	
	n	%	n	%	n	%	n	%	n	%
Total Population	12,504	100%	12,087	100%	12,121	100%	12,249	100%	12,386	100%
White	4,550	36%	4,747	39%	4,562	38%	4,410	36%	4,244	34%
Black or African American	7,769	62%	7,023	58%	7,096	59%	7,104	58%	7,004	57%
Asian	15	0%	48	0%	70	1%	111	1%	170	1%
Other Races	170	1%	269	2%	394	3%	624	5%	968	8%
Not Hispanic or Latino	12,402	99%	11,819	98%	11,655	96%	11,441	93%	11,074	89%
Hispanic or Latino	102	1%	268	2%	466	4%	808	7%	1,312	11%

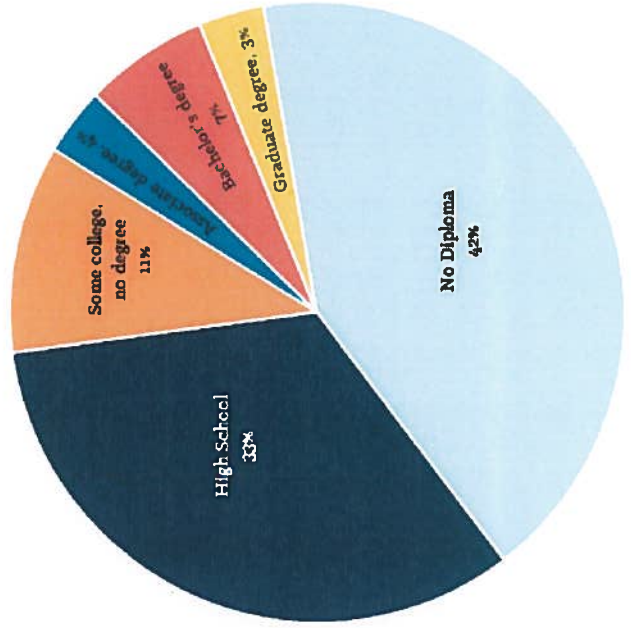
SUSSEX COUNTY POPULATION PROJECTION



High School Diploma Graduates

Year	Sussex
2013 — 2014	82
2012 — 2013	77
2011 — 2012	93
2010 — 2011	106
2009 — 2010	83

SUSSEX COUNTY EDUCATIONAL ATTAINMENT *

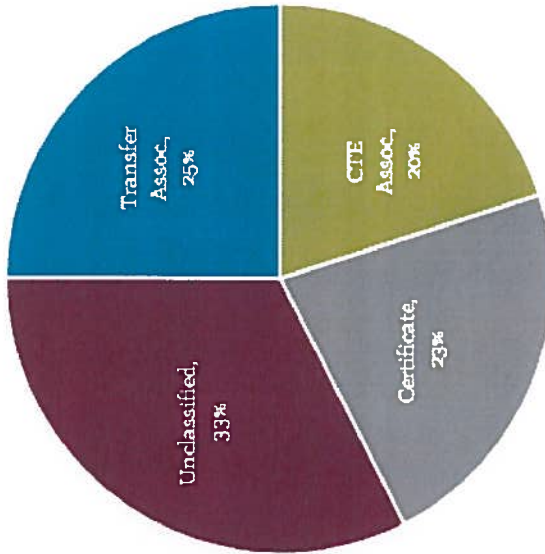


Sussex County Population 25 and Over: 8,899

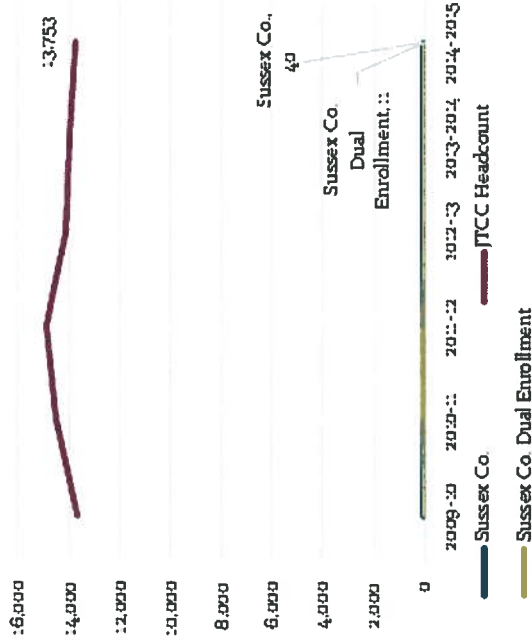


PROFILE OF SUSSEX COUNTY STUDENTS AT JOHN TYLER

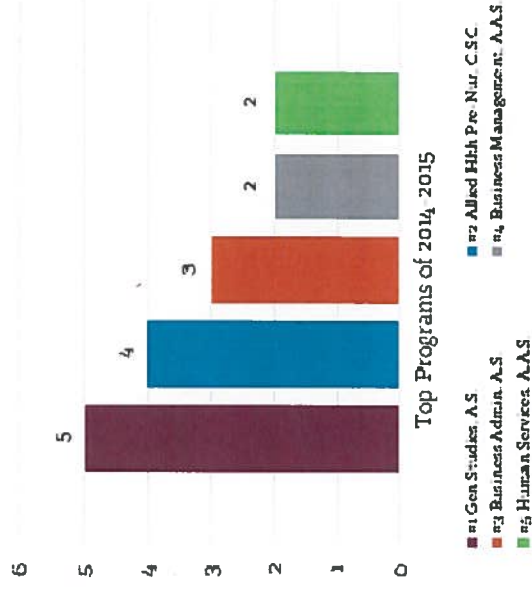
SUSSEX COUNTY ENROLLMENT BY PROGRAM TYPE



SUSSEX COUNTY ENROLLMENT AT JOHN TYLER COMMUNITY COLLEGE



SUSSEX COUNTY STUDENTS MOST POPULAR ACADEMIC PROGRAMS



Sussex County Enrollment by Program Type

Year	Transfer Assoc.	CTE Assoc.	Certificate	Un-classified
2014-2015	10	8	9	13
2013-2014	12	10	6	23
2012-2013	18	11	6	13
2011-2012	17	13	9	24
2010-2011	15	9	9	25
Avg. Graduate	Sussex Overall			
GPA 2014-15	3.09			

Annual Enrollment by Headcount

Year	Sussex	Overall
2014-2015	40	13,753
2013-2014	51	13,980
2012-2013	48	14,116
2011-2012	63	14,895
2010-2011	58	14,522
Avg. Cum. Credits 2014-15	Sussex Overall	
	72.13	69.07

Graduates

Year	Sussex	Overall
2014-2015	6	975
2013-2014	3	843
2012-2013	4	916
2011-2012	3	827
2010-2011	3	788

**Sussex County Enrollment Statistics
Southside Virginia Community College**

COUNTY	YEAR	# ENROLLED	# GRADUATES
Sussex	2015-16	31	7
Sussex	2014-15	46	8
Sussex	2013-14	49	7
Sussex	2012-13	44	8
Sussex	2011-12	45	7

Information provided by:
Ann Yancey
Southside VA Community College
Office of Institutional Research
200 Daniel Road
Keysville VA 23947
434/736-2077

Deborah Davis

From: Joe Lerch <jlerch@vaco.org>
Sent: Friday, July 15, 2016 1:47 PM
Subject: VACo update on Annexation Study

To: County Administrators
VACo Economic Development & Planning Steering Committee
VACo General Government Steering Committee
County Liaisons

From: Joe Lerch, VACo Director of Local Government Policy

Re: Update on CLG Annexation Study

During the 2016 Virginia General Assembly session, the existing moratorium for city-initiated annexation and county declarations of immunity from annexation was extended until 2024. Included in this legislative action is a directive to the Commission on Local Government (CLG) to study annexations and provide a report to the General Assembly by Dec. 31, 2018.

Below is the enactment clause that specifies the purpose of the study:

That the Commission on Local Government be directed to evaluate the structure of cities and counties in the Commonwealth and the impact of annexation upon localities. In doing so, the Commission shall consider alternatives to the current moratorium on annexation by cities. The Commission shall issue its findings and recommended policy changes to the General Assembly no later than December 1, 2018. During its evaluation, the Commission shall consult with and seek input from the Virginia Municipal League, the Virginia Association of Counties, and the localities directly affected by the current annexation moratorium. All agencies of the Commonwealth shall provide assistance to the Commission for this evaluation upon request.

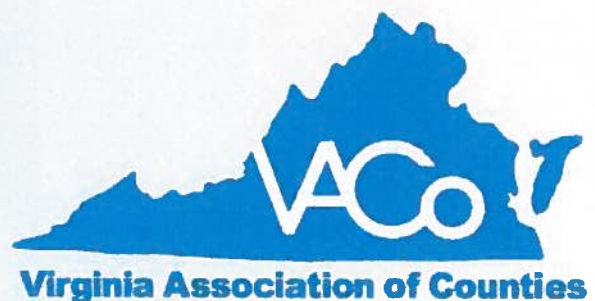
As part of the study process CLG has convened a stakeholder group to assist in developing the study and any “recommended policy changes”. David Whittington – Greensville County Administrator, Stephen King – Rockingham County Administrator, and Joe Lerch – VACo director of local government policy are participating in the stakeholder group along with representatives from cities, VML, VAPDC, Virginia First Cities, VSBA, and VASS.

As part of the annexation study process, CLG will be holding a public hearing on Sept. 13 (location and time TBD) and collecting testimony from the public and other interested parties on the topic. If you wish to testify before the commission at the public hearing you may register in advance by calling (804) 371-8010 or by e-mailing david.conmy@dhcd.virginia.gov. (Please note that the current VACo legislative platform supports continuation of the moratorium - see [2016 Legislative Program](#))

In addition to public testimony, electronic and written testimony will be collected. Electronic testimony may be submitted until Sept. 30 to clgannexationstudy@dhcd.virginia.gov. Written testimony must be postmarked by Sept. 30 and mailed to the Virginia Dept. of Housing and Community Development at 600 E. Main St., Suite 300, Richmond, VA 23219.

For more information on the annexation study go to [Commission on Local Government Annexation Study](#).

2016 Legislative Program



1207 E. Main Street, Richmond, VA 23219
Phone: 804.788.6652 www.vaco.org

DR – Page 28

2016 Legislative Program Virginia Association of Counties

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Transportation	p. 20

VACo's 2016 Overarching Legislative Priority Position

Increase Education Funding

To assure each child in Virginia a quality education necessary for their success, VACo calls upon the Governor and General Assembly to fully fund the Standards of Quality as recommended by the Board of Education and the Standards of Accreditation.

The provision of a quality education for all Virginia's children is the most important function of state and local government. When adjusted for inflation, state per pupil spending on public education is less than funding levels in FY 2005. With increased educational mandates, increased students and state policy changes that decreased education funding local school divisions have had to eliminate important academic programs, cut instructional and support staff, and increase class sizes, despite strong local efforts to improve efficiencies in public education. VACo looks forward to working with the Governor and General Assembly to address these serious challenges facing public education in our Commonwealth.

ECONOMIC DEVELOPMENT AND PLANNING

Priorities

Land Use/Growth Management Tools

VACo supports maintaining local authority to plan and regulate land use and opposes any legislation that weakens these key local responsibilities. VACo supports legislation that grants localities additional tools to adequately meet increasing needs for public services driven by new development without burdening current residents with the cost of new growth through increased real estate taxes. Such additional tools may include broad impact fee authority for all counties, adequate public facilities provisions in subdivision ordinances, state funds for the purchase of development rights, and real estate transfer charges.

Enhanced Coordination between Workforce System and K12

VACo supports a statewide effort to bring together localities and the key education, business and workforce development stakeholders to explore opportunities to make systemic changes that will increase the focus on career and technical education in K12 that meets the needs of local and regional economic development efforts. County officials desire to work in partnership with the state, the community college system and the business community to evaluate and implement policy changes that will lead to increased employment opportunities for the Commonwealth's students and an increased pool of talent with the necessary training for our Commonwealth's current and prospective businesses. This statewide effort should create better coordination of funding streams, incentives and cultural changes that will lead to an increase in the number students leaving the K12 system with workforce ready credentials. VACo also supports innovative models for schools to give academic credit for students that earn industry workforce skills through certifications, certificates or licensure from an approved education or training provider.

Positions

Affordable and Workforce Housing

VACo supports maintaining federal and state funding and appropriate incentives to assist localities in fostering affordable housing, as well as workforce housing for employees such as teachers and first responders.

Agriculture and Forestry Industries Development Fund (AFID)

VACo supports full funding for the Agriculture and Forestry Industries Development Fund (AFID), which is a critical tool for attracting and retaining agriculture related businesses in Virginia.

Commonwealth Opportunity Fund and VEDP

VACo supports full funding of the Commonwealth Opportunity Fund, which is a critical tool for attracting and retaining businesses in Virginia. VACo also supports full operational funding for the Virginia Economic Development Partnership (VEDP), which will lead to robust project development, higher wage employment opportunities, a broadened tax base, partnership with local governments and increased governmental revenues.

Defense Funding

VACo supports maintaining federal Defense spending. Further cuts to military spending will impact our nation's security and negatively impact economic growth in counties throughout the Commonwealth of Virginia.

Disclosure of Underlying Zoning to Property Purchasers

VACo supports legislation that adds language to the Code of Virginia that notifies purchasers of residential property to exercise due diligence on the zoning classification or permitted uses of parcels adjacent to the subject parcel.

Economic Development

VACo supports continued federal and state funding and technical assistance for infrastructure investments and economic development programs as effective means for enhancing business development in the Commonwealth. VACo supports economic development policies that bolster local and regional development efforts.

Impacts of Federal and Military Facilities

VACo supports maintaining federal and state funding and technical assistance to mitigate the impacts on counties affected by federal budget cuts and to sustain current and future federal facilities in Virginia. VACo supports state and local partnerships to work to prevent encroachment and non-compatible land uses next to military installations. VACo also supports workforce training and retraining for programs that support Defense activities in Virginia.

Local Authority to Promulgate Civil Penalties for all Types of Onsite Sewage Treatment Systems

VACo supports legislation that allows localities to promulgate a schedule of civil penalties for different types of sewage treatment systems.

Maintain Public Sector Role in Onsite Sewer Program

VACo supports an onsite sewage program at the Virginia Department of Health (VDH) that protects public health and the environment in all regions of the Commonwealth. The Commonwealth should give special focus to addressing the challenge of failing septic systems. The state's program should allow localities to develop and implement policies that support the state's program. VACo supports the private sector providing onsite sewage system design, installation and repair services, as long as the services can be

provided at affordable rates and in a timely manner, and as long as VDH continues to provide these direct services as well.

Natural Gas Pipelines

VACo supports federal and state efforts to ensure that counties are partners in the route selection process.

Regional Cooperation

VACo supports maintaining state funding and additional grants of authority to promote regional initiatives. VACo also supports state funding for Virginia’s planning district commissions, which play a key role in addressing regional challenges.

Residential Property Disclosure Statement of Wastewater System

VACo supports legislation that adds language related to wastewater system (onsite sewage system) and conducting due diligence of costs to the residential property disclosure statement.

Siting of Utilities

VACo supports requiring utilities to seek input from localities and property owners before any actions to construct, modify or enlarge their facilities.

State Corporation Commission Public Hearings

VACo supports changes to the Code of Virginia to require a local public hearing, by request of a local governing body, for State Corporation Commission proceedings associated with approval of utility applications.

Workforce Development

Counties support flexibility for workforce programs to meet the specific workforce challenges identified by the public and private sector at the local and regional level and continued funding for Virginia’s workforce system. VACo supports state efforts to fund, encourage and facilitate local and regional efforts to convene and facilitate cooperation between the business community and other numerous stakeholders involved in Virginia’s workforce investment system. VACo supports applying credit recognition and state incentives for both certification, training or qualified credentialing and credit course hours.

EDUCATION

Priority

Education Funding

VACo urges the General Assembly to provide full state funding for public education including the Standards of Quality (SOQ) as recommended by the Board of Education, targeted incentive programs, capital and maintenance support and teacher salaries. Full state funding should be achieved without reduction to other parts of state public education budgets or to the other core services. The state must recognize that in FY 2014 local school divisions spent \$3.6 billion above required local effort.

VACo supports the current practice whereby all year-end funds appropriated to the school divisions by the locality revert to the locality, retaining discretion with the governing body to evaluate and approve the reallocation of year-end fund balances.

Positions

Composite Index Appeal process

VACo supports legislation that would establish an appeals process for local governments to challenge computation of the Local Composite Index.

Composite Index, Use Value

VACo supports legislation to adjust the calculation of the Local Composite Index for public school funding by directing the Department of Education to adjust its funding calculations for the local ability to pay by using the use-value assessment of real property, instead of the true value, in localities that have adopted use-value taxation.

Charter Schools

VACo opposes Senate Joint Resolution 256 that provides authority for the State Board of Education to establish charter schools.

Funding Support Personnel

In addition to meeting its obligations to fully fund instructional staff, the Commonwealth should meet its obligation to fully fund the support side of K-12. Since 2009, Virginia has implemented sizable structural budget cuts to K-12, particularly in the area of support, costing localities more than \$1.7 billion per biennium statewide. VACo supports full restoration of these cuts, including: elimination of the funding cap on support positions; restoring the inflation factor for non-personal support costs; and full reinstatement of the Cost of Competing (COCA) for support staff. Adequate state funding for support staff and operations is critically important for the operation of any school system.

Library system

VACo supports maintaining the level of funding of financial aid to the library system at levels budgeted for FY 16 and FY 17.

School Resources Officers

VACo supports funding that would serve as an incentive for local school divisions to hire School Resource Officers (SROs) to assure the protection of Virginia's school children.

ENVIRONMENT AND AGRICULTURE

Priority

Water Quality Improvement Funding

VACo supports effective partnerships among and across all levels of government to improve water quality.

VACo urges state and federal agencies to consider impacts on local governments of any initiatives intended to reduce loadings of pollutants into state waters from both point and non-point sources. In order for comprehensive, watershed-wide water quality improvement strategies to be effective, major and reliable forms of financial and technical assistance from federal and state governments will be necessary. VACo supports the goal of improved water quality, but will oppose provisions of any strategy that penalizes local governments by withdrawing current forms of financial assistance or imposing monitoring, management or similar requirements on localities without providing sufficient resources to accomplish those processes. VACo opposes the imposition of a state fee, tax or surcharge on water, sewer, solid waste or any service provided by a local government or authority.

Positions

Agriculture Production

VACo supports increased availability of local food for purchase. To accomplish this, VACo supports the establishment of farmers' markets and the supplemental nutritional assistance program (SNAP) for purchases at farmers' markets, policies to increase direct delivery of food from growers to consumers and funding for the design and construction of regional processing facilities to facilitate delivery of locally-produced food.

Aquifer protection

VACo supports initiatives by the state to assure adoption of actions to reduce high chloride concentrations and loss of artesian head pressure in Virginia's aquifers. VACo also requests that the Commonwealth conduct a review of regulations, and promote education to promote reclamation of water on a local level for industrial and irrigation uses to offset future demands on all ground and surface water used for human consumption in the Commonwealth.

Biosolids

VACo contends that the land application of biosolids, when conducted properly, provides important benefits to the public and Virginia's agricultural sector. To reduce risks that might occur because of improper land application, VACo supports an effective statewide program and regulations governing land application of biosolids that protect the environment, public health and safety. VACo also supports the ability of local

governments to monitor compliance with such regulations. To address concerns of neighboring property owners, VACo supports the ability of local governments to suggest amendments to biosolids permits as they are being considered by the Department of Environmental Quality.

Dam safety

VACo supports dam safety regulations that do not impose unreasonable costs on dam owners whose structures meet current safety standards. VACo encourages DCR to institute reasonable calculations of probable maximum precipitation rainfall amounts that accurately identify at-risk structures and facilitate the most efficient targeting of scarce resources to the most needy structures. VACo supports programs that keep downstream owners and developers aware of potential inundation zones. VACo also supports sufficient state and federal funding for the repair and maintenance of dams.

Energy Efficiency

VACo endorses initiatives among all levels of government to reduce dependence upon foreign sources of energy, to reduce emissions of greenhouse gases and to improve energy efficiency. VACo supports production of renewable energy in Virginia through the implementation of Renewable Portfolio Standards. VACo also supports responsible policies that enable coal and natural gas extraction, processing and transport while protecting agriculture and water resources.

Hydraulic fracturing

Advances in technology for the extraction of natural gas known as “hydraulic fracturing” has the potential to tap vast reserves in what are known as the Marcellus shale and Taylorsville Basin deposits. Concerns about how the process of hydraulic fracturing could impact both public and private groundwater supplies have been raised both regionally and nationally. VACo supports a state regulatory program that addresses these concerns while protecting the authority of local governments to regulate and/or ban this type of mining activity through their land use ordinances. Specifically, VACo supports a regulatory program with the following components:

- A requirement for permit applicants to provide certification to the Department of Mines, Minerals and Energy that the activity and associated activities are consistent with applicable local ordinances;
- Authority for local governments to require documentation that all state requirements are met as a condition for local approval;
- Requirements for operators of hydraulic fracturing operations to demonstrate adequate financial assurance to ensure the availability of adequate resources to correct any damages that could result from drilling operations;
- Through a portion of permit fee revenues, establish a state fund to defray local costs that would be associated with the training of first responders as preparation for emergencies stemming from fracturing activities; and

- To assure continuity in protection of health and natural resources, that provisions in the Memorandum of Agreement between DMME and DEQ of August 12, 2014 be strengthened and perpetually institutionalized by statute or regulation.

Invasive Species

VACo supports adequate funding to implement the Virginia Invasive Species Management Plan. The Plan identifies strategies to prevent and control damage caused by invasive species.

Land Conservation

VACo supports targeted initiatives to facilitate the protection of land for conservation purposes. VACo also supports a Purchase of Development Rights program that includes state funding for the Virginia Land Conservation Foundation, and that provides incentives for landowners at all income levels to participate in the program. Such programs preserve prime soils for food production and protect important forestal land and environmentally sensitive areas in the Commonwealth.

Large utility projects (pipelines)

VACo supports the provision of adequate direction and resources for the Department of Environmental Quality (DEQ) to improve monitoring and enforcement of Erosion and Sediment Control and Stormwater requirement by entities constructing large-scale utility projects. DEQ should conduct a review of the annual standards and specifications and construction general permit requirements for those projects to determine if they are providing adequate protection of water quality and natural resources.

Local Regulation of Timbering

VACo supports legislation to clarify that, once a subdivision plan is submitted for local approval at the request of the property owner for a development project, any timbering on the property is subject to such local requirements as erosion and sediment control ordinances, stormwater management controls and other regulations pertaining to development.

Non-point Source Pollution

VACo supports a well-financed state program to address the problem of non-point source runoff from agricultural operations. The program should effectively encourage implementation of priority best management practices such as nutrient management planning, use of cover crops, continuous no-till farming and development of forested riparian buffers and livestock stream exclusion.

Noxious weeds

VACo supports amendments to the definition of “noxious weeds” to enable a wider number of known invasive plants to be considered for regulation by the Virginia Department of Agriculture and Consumer Services (VDACS), with consideration of any commercial impacts to Virginia growers and retailers, so that sales and transport of

designated invasive plants can be prohibited in a manner that helps protect parks and green spaces, with negligible impacts to Virginia's nursery industry.

Onsite Wastewater Systems

VACo supports legislation ensuring that potential buyers of real property are told about the type, size and maintenance requirements and associated costs of the wastewater systems on the property prior to the signing of the initial sales contract and the recordation of engineered systems plat and deed at the time of sale.

Recycling

VACo supports the development of additional efforts by the state to develop markets for recycled materials.

Southern Rivers Watershed

VACo supports continued funding for the Southern Rivers Watershed Enhancement Program to improve water quality in non-Chesapeake Bay watersheds.

Stormwater programs

VACo supports adequate funding to enable local governments to meet ongoing costs associated with local stormwater management programs that became effective July 1, 2014. VACo believes it will be critical to evaluate the effectiveness of the fee structure in the Virginia Stormwater Management Permit regulations as the chief source of revenue for funding local stormwater management programs.

VACo strongly opposes any legislation by the 2016 General Assembly that would amend any or all components of the Stormwater Management Laws that don't fully satisfy the resource and funding needs of the Department of Environmental Quality (DEQ) to administer, enforce and maintain the Stormwater Management Laws. VACo further opposes any legislation that would be in conflict with HB 1173/SB 423 that passed the 2014 General Assembly and that would impose any additional mandates or financial burdens upon local governments.

VACo also supports legislation to:

- Amend Section 62.1-44.15:48 of the Code of Virginia to remove the requirement that proceeds from penalties must be used only for purposes mandated under that section of the Code.
- Remove the requirement from the Construction General Permit that permittees must comply with Virginia's post construction standards for water quality.
- Amend Section 62.1-44.15:28 of the Code of Virginia to give localities the ability to waive the state's portion of the VSMP fees if a locality waiver policy has been implemented by a locality and approved by the Board. VACo also requests a new locality/state workload analysis to justify the state's portion from the stormwater

permit fee. The new analysis should address long-term responsibilities placed on localities that previous studies ignored.

- Amend Virginia's Stormwater Management Law that would distribute a maximum of 10 percent of statewide stormwater fees revenue to the Virginia Stormwater Management Fund with the remaining 90 percent remaining with local governments.
- Amend Section 62.1-44.15:33 of the Code of Virginia to mandate that the State Water Control Board consider long-term maintenance costs of a Best Management practice when approving a local stormwater program.

Uranium Mining

VACo supports continuation of a moratorium on uranium mining and milling within the Commonwealth of Virginia.

Virginia Cooperative Extension

VACo supports sufficient funding for the Virginia Cooperative Extension Service.

Virginia Outdoors Foundation

VACo supports legislation that would increase funding for the Virginia Outdoors Foundation through transfer fees and other dedicated sources of revenue.

Water Supply Planning

VACo supports appropriations adequate to ensure full funding by the state for the ongoing development and implementation of state-mandated water supply plans.

FINANCE

Priority

Local Finances

VACo supports the authority of county governments to levy and collect revenue from local business taxes. VACo requests county government representation on all study or legislative commissions that impact local government revenues or services. VACo opposes mandated new or expanded funding requirements on counties.

Positions

County Authority Including Equal Taxation

VACo supports granting counties equal taxing authority enjoyed by cities and towns to enact local excise taxes without referendum.

Eliminate the State capture of local fines and forfeitures

VACo requests the repeal of budget language authorizing the capture of local fines and forfeitures to the state treasury. The money to be seized in FY 2016 is not budgeted for any purpose in the Appropriation Act. This legislative action removed a source of local revenue for many localities.

Fiscal Impact Statements

VACo supports changes to the rules of the House and Senate that would require proposed legislation that may have a fiscal impact on localities to be introduced no later than the first day of session.

Funding for State Mandated Positions and Jails

VACo urges the Commonwealth to meet its full funding obligations for constitutional officers and state mandated positions. VACo further requests that the state budget increase jail per diems in the FY 2015-2018 biennial budget to 2010 levels. Additionally, VACo requests the state reinstate the definition of state-responsible inmates to felons with sentences of one year or more, fully fund its share of per diem payments in the introduced budget, and pay the medical costs of inmates using a cost-effective program jointly funded at the federal and state levels.

Line of Duty

VACo calls on the General Assembly to fully fund the Line of Duty Act (LODA) obligations and adopt the recommendations proposed by JLARC to improve the administration of the act in order to ensure the long-term fiscal stability of the program.

Reimbursement for Prior “Local Aid to the Commonwealth”

VACo commends the Governor and General Assembly for eliminating the “Local Aid to the Commonwealth” in the 2015 session of the General Assembly and opposes any reinstatement of this burden on local governments. Since 2009, local governments returned \$190 million in funding for state mandates services through “Local Aid to the Commonwealth”. VACo requests the state consider reimbursement to localities for these past reductions that occurred during difficult budget times for the state and localities.

General Government

Priority

Broadband

VACo urges the Commonwealth and the Federal Government to assist communities in their efforts to deploy universal affordable access to broadband for all areas, particularly in underserved and rural areas while preserving local land use, permitting, fees and other local authority. Widespread deployment of broadband should be a top priority for the Commonwealth to ensure competitive economic advantages, improve public safety, provide quality educational opportunities and facilitate telemedicine and other modern health care initiatives. VACo calls upon the Commonwealth to develop a comprehensive state wide plan that identifies all the impediments that can be solved through local and state legislation and an estimate of the costs for overcoming these impediments.

VACo supports the following key policies that support local broadband efforts:

- Increased support for planning and implementation grants to localities with priority given to open access networks through initiatives such as the Department of Housing and Community Development's Virginia Telecommunication Planning Initiative.
- State support of local and regional authorities created under the Virginia Wireless Service Authorities Act and the preservation of powers granted under the act.
- Support for the Virginia Resources Authority and other favorable financing mechanisms for broadband projects.
- A reporting requirement for all Internet service providers in Virginia to provide address level broadband access information to CIT bi-annually to correct the accuracy of the statewide broadband map which is currently deficient due to Federal Communications Commission standards which only require providers to report on broadband availability at the census block level resulting in an overstatement of coverage particularly in rural areas.
- Continued state support for the broadband technical assistance support and research provided to localities and providers by the Center for Innovative Technology.
- Support linking broadband efforts for education and public safety to private sector efforts to serve businesses and residences.
- A focus on regulation to allow the provisioning of broadband services on utility poles that were approved by the SCC and the locality.
- A focus on requiring VDOT to provide right-of-way easements for the provisioning of broadband and access to underutilized dark fiber.
- A focus on requiring broadband to be accessible to every household in the state of Virginia through shared easements with utilities with local approval.

Positions

Annexation Moratorium

VACo supports full funding of the Commonwealth's HB 599 commitments. VACo also supports the continuation of the current moratorium on city annexations regardless of whether those commitments have been met. The moratorium has promoted more intergovernmental cooperation between cities and counties, allowed counties to plan for future growth and economic development within their borders and has allowed counties to be able to protect their tax base in order to provide needed services to citizens.

Collective Bargaining for Public Employees

VACo opposes any effort to mandate collective bargaining for public employees.

CyberSecurity

VACo supports state and federal efforts to mitigate the increasing cyber threats faced by both the private and public sector. VACo urges state and federal policymakers to assist local governments in cooperative, incentive based efforts to share information and best practices to meet these emerging challenges.

Dillon Rule/Local Authority

VACo supports relaxation of the Dillon Rule by granting and maintaining local authority and autonomy including land use matters, revenue measures, procurement and other issues of local concern. The General Assembly should extend powers currently granted to some local governments to all other local governments.

Election Costs and Districts

VACo supports legislation that would decrease the costs of elections to localities. These costs include primaries, voting equipment, personnel and voting places. Cost reduction solutions include requiring parties to pay for primary elections, having one date for primary elections, using paper ballots, establishing countywide voting places and other similar measures. The state should provide adequate funding to localities for optical scan and other voting equipment and registrar costs. VACo also supports legislation to minimize or eliminate Split Voting Precincts.

Ethics Reform

The Virginia Association of Counties supports common sense efforts to strengthen Virginia's public ethics and conflicts of interest laws. VACo also supports efforts to make sure current and future changes to these laws are applicable and practical at the local level.

Freedom of Information Act (FOIA)

VACo opposes changes to the Virginia Freedom of Information Act that would impose additional burdens on localities.

Grievance Hearings

VACo supports legislation authorizing localities to utilize an administrative hearing officer instead of a three-member panel. VACo also supports providing immunity to local government employees, officers, volunteers, administrative hearing officers and panel members for claims arising out of participation in personnel grievance procedures.

Immigration Reform

VACo maintains a strong commitment to ensuring the security and safety of our communities. Legislative reforms must recognize the contributions of immigrants to a complex economy, as well as the costs associated with welcoming immigrants into our communities. The U.S. Congress must enact comprehensive immigration reform that provides a funding stream sufficient to address the fiscal impact on state and local governments for any guest worker program and earned legalization program. The state and local governments require a national immigration system that is fully funded at the federal level, recognizes the realities of the marketplace, eases the fiscal stress on states and localities and properly secures our borders. It is important that the federal government establish a clear and understandable path to citizenship for those who are eligible.

Interoperability

VACo supports the state's goal that agencies and their representatives at the local, regional, state and federal levels will be able to communicate using compatible systems to respond more effectively during day-to-day operations and major emergencies. Local governments require dedicated federal and state funding sources to achieve this goal.

Pay Day Lending

VACo supports legislation to set a total cap of 25 percent for all interest, fees and other charges for payday lending and other similar businesses such as car title loans.

Population Statistics

VACo requests that the Commonwealth use the most current population statistics available for the purposes of determining state aid to those localities that have experienced population growth in the 10-year period between the decennial enumerations. During that period, population statistics from the Weldon Cooper Center for Public Service, the American Community Survey and from other established entities should be used by the Commonwealth. The General Assembly should consider the many fixed costs of services in determining aid to those localities that have remained stable or lost population.

Public Notice, Public Hearing and Public Procurement

VACo supports legislation to reduce required advertising for public notices, public hearings and public procurement including legislation to give localities the option to use electronic or other forms of notification as an alternative to newspaper advertising.

Public Safety – Body Worn Cameras

VACo supports maintaining the ability for local governments to adopt policies regarding body worn cameras that reflect local needs and fiscal realities. Localities should be able to decide: whether to buy body cameras for law enforcement; on the policies for the use of the cameras; how long to retain video; and the rules for when the public may have access (within the overarching rules of the Freedom of Information Act). The Virginia Department of Criminal Justice Services should work to develop model policies for body worn cameras.

VACo supports legislation to amend the Virginia Freedom of Information act to clarify that local law enforcement agencies have the authority to withhold from mandatory disclosure under FOIA those records, including body worn camera and dashcam video, that contain identifying information of a personal, medical or financial nature where the release of such information could jeopardize the safety or privacy of any person. VACo urges the state to take into account the large amount of data and costs of storage when establishing a retention period for these records.

Sovereign Immunity

VACo opposes any substantive change in local governments' present defense of sovereign immunity. VACo opposes bringing counties under the Virginia Tort Claims Act.

State Assistance for Police Departments

VACo supports increasing state assistance for police departments through "599" Aid to Localities. This funding is designed to equalize state funding between counties in which the sheriff department provides law enforcement and those cities, counties and towns with a police department.

Unfunded Mandates

VACo opposes unfunded mandates and shifting of fiscal responsibility from the state to localities for existing programs by the Commonwealth. When funding for a mandated program is altered, the mandate should be suspended until full funding is restored. When legislation with a cost to localities is passed by the General Assembly, the cost should be borne by the Commonwealth, and the legislation should contain a sunset clause providing that the mandate is not binding on localities until funding by the Commonwealth is provided.

Workers' Compensation Medical Costs

VACo supports the adoption of Medicare-based fee schedules for setting medical provider fees in worker's compensation cases in Virginia, instead of the prevailing community rate standard now used.

Health & Human Resources

Priority

Health and Human Resources Funding

VACo supports transparent state policies and funding to ensure the Commonwealth's at-risk families have access to high quality and appropriate services. The Commonwealth should fully fund localities for state mandated human services and provide the necessary program flexibility to enable localities to provide comprehensive and case-tailored services.

Positions

Aging/Long-Term Care

VACo supports efforts that allow the elderly to remain at home in a safe and secure environment. VACo urges the General Assembly to provide sufficient funding for companion services, in-home services and home delivered meals.

Behavioral Health Care

VACo supports continued funding by the Commonwealth sufficient to allow community services boards to meet adequately the charge of providing services through a community-based system of care.

Children's Services Act

VACo supports the development of policies by the State Executive Council that provide clear guidelines in its process of developing and adopting policy. These guidelines should include specific time frames for various stages in the process, expectations for public notice and public comments, and expectations for consideration of fiscal impact on local government.

Early Intervention

VACo supports sustainable funding for Part C Early Intervention, which is an entitlement program that provides services for Virginia's infants and toddlers. VACo also requests the General Assembly address funding concerns by increasing state general funding. Underfunding this entitlement program puts pressure on local revenues to fill funding gaps for this mandated service.

Group Homes

VACo supports the ability of a locality to hold a public meeting when a group home is established in the locality's jurisdiction. Further, VACo encourages the state to enforce appropriate regulation of group homes.

Healthcare

VACo supports continued state funding for offered dental care, school nurses and preventive services and maternal and child health programs through local health departments and local school systems. VACo encourages the state to prepare for emergency health services access to care and develop and fund incentives that would alleviate the nursing shortages felt in many communities.

Local EMS Involvement

VACo supports increased local involvement in state EMS planning to ensure statewide needs are met.

Prevention Services

VACo supports increased state general funding for startup costs associated with community-based service programs. VACo recognizes that programs, such as Healthy Families, Comprehensive Health Investment Project (CHIP) of Virginia, Smart Beginnings, and the Resource Mother, as important models and requests the General Assembly provide additional funding for these home-based activities. Reductions in prevention programs will put numerous youth at risk of high-end CSA placements.

Telehealth

VACo supports the use of electronic information and telecommunications technologies to support long-distance clinical health care, patient and professional health-related education, public health and health administration.

Transportation

Priorities

Devolution of Secondary Roads

VACo opposes legislative or administrative initiatives that would transfer to counties the responsibility for the construction, maintenance or operation of new and existing roads.

Local-State Transportation Funding and Cooperation

VACo believes it is important to closely monitor the implementation of HB 2 and HB 1887 and determine whether process improvements need to be made. VACo supports the continuation of the state's investment in infrastructure statewide. While HB 1887 provided some additional funding for transit services, VACo supports the full funding of transit systems by the state to meet critical transit needs. VACo is also concerned about the condition of secondary roads throughout the Commonwealth, is appreciative of funding in the Six Year Improvement Plan to meet some of these needs, and supports additional funding for these efforts.

Additionally, VACo is concerned that the 2012 transportation bill provides VDOT and the CTB the ability to decide whether a local transportation plan is consistent with the Commonwealth's priorities. VACo wants to ensure that land use planning remains a local responsibility.

Revenue Sharing

VACo is concerned about plans to significantly reduce funding for the Revenue Sharing program over the next six years. Reducing funding for the program will discourage local governments from seeking non-VDOT sources of revenue to meet their transportation needs.

Positions

Billboards

VACo supports a requirement that proposed billboards in the Virginia Department of Transportation's (VDOT) right of way conform to local zoning and other applicable ordinances and local approval processes.

Corridors of Statewide Significance

VACo opposes the reduction of local control that is associated with the Commonwealth Transportation Board's process of designating Corridors of Statewide Significance.

Highway Tolls

VACo opposes the installation of toll facilities on Virginia's interstate highways until the Commonwealth Transportation Board has thoroughly reviewed and assessed the components of a long-term capital improvement program, has identified and compared all

available funding alternatives and has adopted a proposal that matches capital improvements with realistically available funding sources.

Inter-Directional Signage Program

VACo supports a requirement that any signs installed under VDOT's Inter-directional Sign Program, including the Tourist Oriented Directional Signs Program, conform to local ordinances, including any local approval processes.

Maintenance Priorities

VACo supports a requirement imposed upon VDOT to implement a notification plan with the local governing body to establish maintenance priorities.

Parking

VACo supports general authority for counties to adopt ordinances regulating, including prohibiting, the parking of boats, RVs, utility trailers, campers, etc. on subdivision streets.

Rail Enhancement Fund

VACo supports authority for counties to approve Rail Enhancement Fund projects funded by the state and constructed within their jurisdictions.

Railway Crossings

VACo supports efforts to safely improve mobility issues on roads that cross railway lines.

Road Construction and Maintenance

VACo supports legislation that would prohibit VDOT from requiring localities to administer any transportation project without the consent of the local governing body.

Transportation Network Companies

VACo supports state regulation of transportation network companies as needed to ensure proper safety, liability, cleanliness, insurance coverage, local revenue, consideration of access for disabled riders, and equitable service in communities. VACo also supports the option of continued regulation of taxi companies at the local level.

Truck Size and Weight

VACo strongly opposes any legislation that seeks to increase truck size or weight beyond the current federal standards, thereby stressing the capacity of the Commonwealth's road systems and putting highways, roads and bridges at risk of increased damage or deterioration.

Use of Transportation Tax Revenue

VACo opposes taking any HB2313 transportation tax revenues for the use of non-transportation purposes.

Virginia Association of Counties

Connecting County Governments since 1934



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July 14, 2016

The Honorable Terry McAuliffe
Governor of Virginia
P.O. Box 1475
Richmond, VA 23218

Dear Governor McAuliffe:

I write on a matter of significant concern to local governments – the required revenue re-forecast that was announced last week, and its implications for local budgets.

As you know, language in the 2016-2018 biennium budget made funding for a two percent salary increase for state-supported local employees contingent on state revenues meeting projections. Similar contingency language was included for the state's share of a two percent salary increase for certain school employees.

Unfortunately, the projected shortfall announced last week places this funding in jeopardy long after localities were required to adopt their budgets for FY 2017. Due to certain statutory requirements for the local budget process, local governing bodies had to make budgetary decisions in the spring, including decisions on whether to make commitments to employees by incorporating anticipated state dollars for compensation increases into those local budgets. Now that these state dollars are likely to be reallocated to mitigate the projected revenue shortfall, localities are placed in the difficult position of having to replace these state funds with local dollars in the current fiscal year.

As you work with the General Assembly to address the projected revenue shortfall in the coming weeks and in the next legislative session, we ask that you strive to mitigate the impact on localities of the loss of this funding and make localities whole. As always, VACo and its member jurisdictions stand ready to work with you and members of the General Assembly to strengthen and diversify Virginia's economy.

Thank you for your consideration.

Sincerely,

Dean A. Lynch, CAE
Executive Director, Virginia Association of Counties

cc: The Honorable William J. Howell, Speaker of the House of Delegates
The Honorable Stephen D. Newman, President Pro Tempore of the Senate
The Honorable S. Chris Jones, Chairman, House Appropriations Committee
The Honorable Thomas K. Norment, Jr., Co-Chair, Senate Finance Committee
The Honorable Emmett W. Hanger, Jr., Co-Chair, Senate Finance Committee

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**Office of Water Supply
Compliance Checklist
Local and Regional Water Supply Plan program documents**

Locality / Region: Greensville County/Sussex County/City of Emporia

If planning regionally, list localities included in WSP

- Greensville County
- Sussex County
- City of Emporia
- Towns of Jarratt, Stony Creek, Wakefield, and Waverly

Reviewing WSP Planner: Mary Ann Massie/Brenda Winn

Reviewing WSP Team Member: Heather Mackey

Reason for Compliance Evaluation:

- Initial Review**
- 5 years after Compliance Determination**, if circumstances have changed or new information has been made available
- 10 year revision and resubmission**

The *Compliance Checklist* ("Checklist") is used by Water Supply Planning staff as a tool for evaluating local program elements required by §9 VAC 25-780, et seq., the Local and Regional Water Supply Planning regulation (the "Regulation"). The checklist is completed by Department of Environmental Quality ("DEQ") staff, based upon information and materials provided by locality or regional staff. "Yes" and "No" indications for making a reasonable effort to meet specific requirements are generally followed by staff comments that may be helpful in developing future iterations of water supply plans.

The *WSP Compliance Checklist* is composed of the following parts:

- **Part I – Program Background and Adoption Process**
- **Part II – Water Supply Plan and Required Program Elements**
- **Part III – Compliance Review and Consistency Determination Process**

- **Part IV – Requirements For Compliance To Be Addressed By Five-Year Review, Preliminary Identification of Conflicts, Items of Interest, and DEQ Action Items**

PART I. PROGRAM BACKGROUND and ADOPTION PROCESS

PART I of the checklist reviews the documents that constitute a local or regional water supply program and the planning process that was undertaken. The Regulation requires that local or regional water supply plans ("WSP" or "Plan") (§9 VAC 25-780-40) be developed through a planning process that includes a public hearing by all participating localities (§9 VAC 25-780-50) and local adoption. Once an adopted Plan is submitted to DEQ, the Plan(s) are reviewed to determine compliance with the Regulation.

A. Describe the **WSP development process** (§9 VAC 25-780-140 A and C):

1. What entity was lead for Plan development? (i.e. local planning or utility department or service provider, planning district commission, etc.) Greensville County Water and Sewer Authority. In 2006, the Planning Region entered into a cooperative agreement to prepare a water supply plan that meets the requirements of 9 VAC 25-780. The participating jurisdictions undertook a multi-year process to conduct the analyses and identify needed actions to ensure appropriate use of water resources. EEE Consulting assisted with developing the plan.
2. Was a technical advisory or stakeholder group involved in the process? yes
 no
If "Yes," then describe membership and level of expertise and involvement.

B. What **documents constitute the water supply program** (§9 VAC 25-780-50 A)? (e.g. comprehensive plan amendments; a map or maps identifying important elements such as existing environmental resources, existing water sources, significant existing water uses, and proposed new sources; water supply plan(s); water and sewer plan(s); and other local plans/ordinances. Provide a list of document title(s), adoption date(s), and local code citations:

1. Regional Water Supply Plan, including graphics, April 2010
2. Virginia Drought Assessment and Response Plan, March 28, 2003

C. Have **copies of all adopted program documents** itemized above been submitted and received by DEQ for evaluation of compliance (§9 VAC 25-780-50 C 9)? yes no
If "No," which document(s) is missing?

D. Describe the **WSP adoption process** (§9 VAC 25-780-140 A and C):

1. Public Hearing/Adoption Date(s) for all localities participating in the planning effort:
 - a. Greensville County, Resolution #06-140, 5/15/06; Hearing and Resolution #10-148, 5/3/10

- b. City of Emporia, Resolution #06-10, 5/16/06; Hearing and Resolution #10-4, 5/4/10
 - c. Sussex County, Board of Supervisors meeting vote 5/18/06 and 5/20/10
 - d. Waverly, Resolution 9/11/07; Hearing and Resolution, 5/11/10
 - e. Jarratt, Resolution #0607-01, 6/12/07; Hearing and Resolution, 5/11/10
 - f. Stony Creek, Resolution #07-1, 6/12/07; Hearing and Resolution 5/11/10
 - g. Wakefield, Resolution #81307, 8/13/07; Hearing and Resolution 5/10/10
2. Has a copy of all program adoption resolution(s) been provided (§9 VAC 25-780-50 C 10)? yes Greensville, Emporia, Sussex, Waverly, Jarratt, Stony Creek, Wakefield no
 If "No," which localities have not provided copies of resolution(s) adopting WSP?

3. Has a record of public hearing(s) been provided, including copies of all written comments and comment responses (§9 VAC 25-780-50 C 11)? yes no
 If "No," which localities have not provided copies of public hearing record?
4. COMMENTS: Cover letter dated July 1, 2010 states that public hearings were held in each jurisdiction, and that no comments regarding the plan were received during the public comment period. Included in Appendix A:
Greensville: resolution 10-148 notes hearing held May 3, 2010;
Emporia: resolution 10-4 notes hearing held May 4, 2010;
Sussex: minutes note hearing held May 20, 2010;
Waverly: resolution notes hearing held May 11, 2010;
Jarratt: resolution notes hearing held May 11, 2010;
Wakefield: resolution notes hearing held May 10, 2010.
- E. Was a **Drought Response and Contingency Plan ("DRCP")** (§9 VAC 25-780-120) required (see Part II D)? yes no
1. If "Yes," was a drought response ordinance adopted? yes Sussex County, 2/18/10 (including Stony Creek/SSA); Emporia 09-52, 8/18/09; Jarratt 09-01, 8/17/09; Greensville County 8/09; Waverly 02/2008; Wakefield 12/2009 no
2. Has a copy been provided for review? yes no

COMMENTS:

DEQ Staff found the Greensville County drought ordinance in Municode. Town of Stony Creek provided a letter from the town clerk that includes an excerpt from the minutes of the October 13, 2009 Town Council meeting which, among other issues, acknowledges that the Sussex Service Authority owns and operates the Town's water and sewer systems, and the Council acknowledges support of the regional drought plan. Appendix K. The Towns of Wakefield and Waverly provided copies of their ordinances as part of the tentative compliance discussions.

- F. Has a *WSP Review Checklist* previously been submitted for grant purposes?
 yes no N/A
1. If “Yes,” have all outstanding or inadequate items been addressed? yes no
 2. If “No,” list any outstanding or inadequate items to be addressed by the locality/region:
 - a. Grant review comment made that Georgia Pacific average annual use on pg 47 = 1.58 mgd but in Appendix G Section 3C, it = 1.049 mgd. Section 3-C of Appendix G still shows 1.049 mgd as an 2005 annual average obtained from DEQ, and that page 127 shows 1.58 mgd as average in 2005.
 - b. Grant review comment made that “...as an example...Table 4-5 Stony Creek [shows an] average daily [as] 0.048 MGD [and] max daily [as] 0.930 MGD. App G 3-A for Stony Creek column 4 a and b has average daily as 0.0626 MGD [and] max daily as 0.2572 MGD.” Discrepancies still exist between the data shown in the Section 4 tables of the plan narrative and the data shown in Appendix G.
 3. COMMENTS: Grant funds were awarded in 2007, 2008, and 2009. DEQ staff comments provided to localities and/or consultants in 2009.

PART II: WATER SUPPLY PLAN and REQUIRED PROGRAM ELEMENTS

PART II of the checklist pertains to the required elements of each water supply plan, as outlined in §9 VAC 25-780-70 through 130. The Regulation requires that Plans be developed using “existing, readily available information.” Additional, detailed studies were not required to be performed per the Regulation. If data gaps are identified during Plan review, it may be that the information did not exist or was not readily available at the time of Plan development, in which case a notation to that effect should be made in the “COMMENTS” area provided for each subsection below.

A. Describe Existing Water Sources (§9 VAC 25-780-70) as follows:

1. Summarize existing water sources as identified in the Plan:

“Surface water withdrawals serving the community systems in the Planning Region are located on both the Nottoway River and the Meherrin River. The City of Emporia Water Treatment Plant draws raw water from Emporia Reservoir. The Greenville County Water and Sewer Authority (GCWSA) system serving the Town of Jarratt and portions of the County extending south from Jarratt to Emporia relies on raw water purchased from the Georgia-Pacific Corporation (GaPac). GaPac withdraws water from the Nottoway River near the Town of Jarratt. There are no communities in the planning region that operate a series of interconnected reservoirs.” [pg. 29] “The Sussex County Service Authority operates community water systems providing water to portions of Sussex County and the Towns of Waverly and Stony Creek. The Town of Wakefield operates its own water supply system.” [pg. 9] “The City [of Emporia] operates a municipal water system providing service throughout the area of the City, except for small areas served by the [Greenville County Water Service Authority].” [pg. 10] “Dispersed residential and agricultural users rely heavily on ground water systems.” [pg. 8]

2. Date and source of data used to provide the following information: Virginia Department of Health (“VDH”) 2005 and 2007, app g and pg. 24 DEQ 2005 and 2009, app g and pg. 24

3. List other sources of data, the date or date range of the data:

“The information presented in this analysis was collected from a variety of sources and represents varying degrees of success in presenting a comprehensive picture of the Region’s water supplies and water use. Initial data sources were the records of the Virginia Department of Health (VDH) and the DEQ. Further efforts to collect information include surveys administered to water systems operators and self-supplied users.” [pgs. 22, 24]

“Data sheets reporting known information from the DEQ and VDH datasets were prepared and forwarded to public system operators and large self-supplied users. Recipients were asked to verify the reported data, and complete fields of missing information [Appendix E]. [pgs. 24-25] ... the analysis included a sampling of

approximately ten percent of the Water Well Completion Reports (GW-2) on file for both Sussex and Greensville County. ...results as well as a copy of a typical GW-2 form are presented in Appendix F. One limitation of the GW-2 information is that the historic time period for the data is limited to 1986 to the present.” [pg. 25]

4. For community water systems (“CWS”) using groundwater, is the following information provided ((§9 VAC 25-780-70 B)? If a CWS is not using groundwater, so note in the “COMMENTS.”
- a. name and ID number of all wells in locality yes no
 - b. well depth yes no
 - c. casing depth yes no
 - d. screen depth (top and bottom) or water zones yes no
 - e. well diameter yes no
 - f. design capacity for the average daily and maximum daily withdrawal yes
 no GCWSA-JacksonFieldHome, Birch Island Apts – listed N/A
 - g. system capacity permitted by VDH yes no
 - h. annual and monthly permitted amounts contained in ground water withdrawal permits (for all wells located within ground water management areas) yes
 no N/A
 - i. COMMENTS: See Section 2-A of Appendix G. No VDH public water system identification (PWSID) numbers were provided for the groundwater wells listed in this section.
Emporia and Greensville County are not included in either of Virginia’s GWMA’s. [pg. 22]
“An eighth system using ground water reported 2005 withdrawal of 1.283 million gallons. That system, which served the Greensville County Industrial Park, has since been replaced by extension of the Jarratt/Greensville County System.” [pg. 29]
5. For CWS using reservoirs, is the following information provided (§9 VAC 25-780-70 C)? If a CWS is not using reservoirs, so note in the “COMMENTS.”
- a. name of the reservoirs yes app g and pg. 29 no
 - b. sub-basins in which the reservoir(s) are located yes app g no
 - c. drainage area above dam yes app g and pg. 29 no
 - d. amount of on-stream storage available for water supply yes app g and pg. 29 no
 - e. design capacity for average daily and maximum daily withdrawals from the reservoir(s) yes app g and pg. 29 no
 - f. safe yield of the reservoir(s) yes app g and pg. 29 no
 - g. capacity of any associated water treatment plant yes app g and pg. 29
 no

h. VDH permitted capacity of the systems yes app g and pg. 29
 no

i. any limitations on withdrawal established by permits issued by the SWCB, VDH, or any other agency yes VDH no N/A

j. COMMENTS: See Section 2-B of Appendix G.

“The storage capacity of the Emporia Reservoir has decreased due to siltation from the original 1908 capacity of approximately 3,800 acre-feet to a 1993 capacity of approximately 1,200 acre feet (equivalent to 1.07 mgd) (USACE, 1993)”. [pg. 30]. The City of Emporia’s surface water withdrawal is excluded from VWP permitting.

GCWSA is currently seeking a VWP surface water withdrawal permit for a new raw water intake on the Nottoway River and an offshore reservoir nearby.

6. For CWS operating a system of interconnected reservoirs, is the following information provided either for the entire system, or as a subset of the system (§9 VAC 25-780-70 C)?

a. reporting of the design capacity for withdrawals yes no

b. designed average daily withdrawal yes no

c. designed maximum daily withdrawal yes no

d. safe yield yes no

e. Does the Plan designate which reservoirs and which intakes constitute a system? yes no

f. Does the Plan report the drainage area and amount of storage available for water supply from each reservoir independently? yes no

g. COMMENTS: Not applicable.

7. For CWS using stream intakes, is the following information provided (§9 VAC 25-780-70 D)? If a CWS is not using stream intakes, so note in the “COMMENTS.”

a. name of the stream or river yes no

b. drainage area above the intake yes no

c. sub-basin in which the intake is located yes no

d. design capacity for average daily and maximum daily withdrawal from the stream yes no

e. safe yield yes no

f. lowest daily flow of record yes no

g. design capacity of the pump station yes no

h. design capacity of the water treatment plant yes no

i. capacity of the system permitted by VDH yes no

j. any limitation on withdrawals established by permits issued by the SWCB, VDH, or any other agency yes no N/A

- k. COMMENTS: See Section 2-C of Appendix G. This section of the checklist does not apply to the GCWSA community water system, as water is purchased.

The Georgia-Pacific Jarratt Plant (GaPac), a self-supplied user of greater than 300,000 gallons per month, maintains a surface water withdrawal from the Nottoway River that is used to supply Greenville County Water Service Authority. The Georgia Pacific withdrawal is excluded from VWP permitting. However, GCWSA is currently seeking a VWP surface water withdrawal permit for a new raw water intake on the Nottoway River and an offstream reservoir nearby.

8. For all non-agricultural, self-supplied users (SSU) of more than 300,000 gallons per month of surface water, is the following information provided (§9 VAC 25-780-70 E)? If none exist, so note in the "COMMENTS."
- a. name of the water body utilized yes no one missing source for Iluka
 - b. design capacity for average daily and maximum daily withdrawal yes no one missing source for Iluka
 - c. any limitations on withdrawals established by permits issued by the SWCB, VDH, or any other agency yes no N/A one missing source for Iluka, permitted by DEQ
 - d. COMMENTS: See Section 2-D of Appendix G.

The plan states on page 31 "Iluka Resources, Inc. operates two wet mineral concentrators and a dry minerals separation plant at Stony Creek in Sussex County. The company's operations include both surface and ground water withdrawals. Two surface water withdrawals were identified in the DEQ database: one withdrawal from the Nottoway River and an unidentified reservoir withdrawal. Based on the latitude and longitude coordinates reported for the Ilu[k]a reservoir withdrawal, it appears that the withdrawal and use both occur in Dinwiddie County [emphasis added] and are not further considered in the GSE planning analysis." Iluka Resources was reissued a VWP permit in 2006 for a surface water withdrawal from the Nottoway River in Sussex County (VWP No. 96-1095) and issued a VWP permit in 2009 for a surface water withdrawal for the Brink Mine from the Emporia Reservoir on the Meherrin River in the City of Emporia, Greenville County (VWP No. 08-2167). Update the information in Section 3.2.1 of the plan narrative and Appendix G to reflect the information regarding DEQ permitted surface water withdrawal and use by Iluka Resources Brink Mine facility. [-70 E]

"Vulcan Materials Company operates a quarry at Skippers, in Greenville County. The Company has a surface water withdrawal on Fontaine Creek, and two reservoir withdrawals utilizing Jakes Pond and a pit pump, and a sanitary well that presumably supplied potable water to the plant. No surface water withdrawal or water use data were reported for this self-supplied source (Table 2-D and Table

2E; Appendix G).” [pg. 31] DEQ staff could not locate further surface water permitting information for the Vulcan-Skippers-Fontaine Creek facility.

The Georgia-Pacific Jarratt Plant (GaPac) withdrawal from the Nottoway River is excluded from VWP permitting.

9. For all non-agricultural, self-supplied users of more than 300,000 gallons per month of ground water, is the following information provided (§9 VAC 25-780-70 F)? If none exist, so note in the “COMMENTS.”
- a. name and ID number of the well or wells yes Iluka main plant well; Cattail
 no remaining Iluka wells; Vulcan; 4-H; Emp Armory
 - b. well depth yes Iluka main plant well; Cattail no remaining Iluka wells; Vulcan; 4-H; Emp Armory
 - c. casing depth yes Iluka main plant well; Cattail no remaining Iluka wells; Vulcan; 4-H; Emp Armory
 - d. screen depth (top and bottom) or water zones yes Iluka main plant well no remaining Iluka wells; Vulcan; 4-H; Emp Armory; Cattail
 - e. well diameter yes Iluka main plant well; Cattail no remaining Iluka wells; Vulcan; 4-H; Emp Armory
 - f. design capacity for the average daily and maximum daily withdrawal, and yes Iluka main plant well; Cattail no remaining Iluka wells; Vulcan; 4-H; Emp Armory
 - g. any limitation on withdrawal established by permits issued by the SWCB, VDH, or any other agency yes Southeast 4-H no N/A Remaining Iluka wells; Vulcan; 4-H; Emp Armory; Cattail
 - h. COMMENTS: Self-supplied [groundwater] systems are identified in Tables 2-E, 2-F, 2-G, and 2-H in Appendix G. [pg. 31]
Emporia and Greensville County are not included in either of Virginia’s GWMA’s. [pg. 22]
“Surveys were sent to each of the self-supplied user contacts, and follow-up phone contacts were initiated to encourage responses to the survey. Only eight of the surveys were returned. In most cases for the self-supplied users, insufficient data was reported, or no response was provided, such that detailed cataloguing of water source characteristics and as consequence, detailed analyses could not be completed for this WSP. As a result, reported information on the large self-supplied users is incomplete.” [pg. 31]
“As this report was being completed, anecdotal information suggests that Iluka Resources is developing a second water withdrawal based on multiple wells in the south-central area of Greensville County. As additional information is obtained, we will amend this Report.” [pg. 32]

“... other GaPac facilities in the Region (Skippers Plant, Emporia Plant, and Wakefield Sawmill) appear to rely on community systems.” [pg. 32]

10. For ground or surface water to be purchased from water supply systems outside the geographic boundaries of the planning area, is the following information provided (§9 VAC 25-780-70 G)? (NOTE: ‘to be purchased’ presumes an existing contract with an entity outside of the planning region)
- a. amount to be purchased, on a maximum daily and average annual basis
 - yes Only applicable to two (SSU: GaPac-Skippers, PWS: I-95 Rest Area)
 - no N/A
 - b. any contractual limitations on the purchase of the water, including but not limited to:
 - i. term of any contract or agreement yes Section 2F table, app G no
 - ii. recipient(s) or areas served by the water purchased yes Section 2F table, app G no
 - iii. name(s) of the supplier(s) yes Section 2F table, app G; pg. 30 for inside planning area no
 - c. COMMENTS: “Availability of water for community purchase outside of the planning region was not evaluated as part of this regional water supply plan.” [pg. 33] “The GaPac manufacturing plant at Skippers, and the I-95 Rest Area rely on treated water purchased from Northampton County, North Carolina. The Northampton system, in turn, purchases water from the Roanoke Rapids Sanitary District, which relies on surface water withdrawal from Roanoke Lake on the Roanoke River as the source of its raw water (Table 2-F; Appendix G) . The I-95 Rest Area is classified as a public water system and purchases 0.075 (maximum daily) and 0.15 (average annual) mgd (Table 2-F; Appendix G). The GP Skippers plant is a commercial/industrial use, and amounts purchased were not reported.” [pg. 33]

The Georgia-Pacific Jarratt Plant (GaPac) surface water withdrawal is excluded from VWP permitting. However, the plan notes on page 30 that “...The Service Authority’s agreement with GaPac provides for the purchase of up to 2.0 mgd from the Corporation’s *permitted* [emphasis added] surface withdrawal on the Nottoway River. In 2005, GCWSA-Jarratt purchased a daily average of 1.049 mgd from the Company.” Another reference to the GaPac permitted withdrawal is made on page 127. Clarify to which permit these statements refer in both Section 3.1.1 and Section 7.2.3.1 of the plan narrative.

GCWSA is currently seeking a VWP surface water withdrawal permit for a new raw water intake on the Nottoway River and an offshore reservoir nearby.

11. For water available to be purchased outside the planning area from any source with the capacity to withdraw more than 300,000 gallons per month of surface and ground water, is the following information provided (§9 VAC 25-780-70 H)? (NOTE:

10

'available to be purchased' presumes no contract is in place but could be in the future with an entity outside the planning region)

- a. amount available for purchase, reported on a maximum daily and average annual basis yes no N/A
- b. any contractual limitations on the purchase of the water, including but not limited to:
 - i. term of any contract or agreement yes no
 - ii. geographic region(s) that receive the water purchased yes no
 - iii. name(s) of the supplier(s) yes no
- c. COMMENTS: None identified. "Availability of water for community purchase outside of the planning region was not evaluated as part of this regional water supply plan." [pg. 33]

12. For agricultural self-supplied users (SSU) of more than 300,000 gallons per month, is the following information provided (§9 VAC 25-780-70 I)? If none exist, so note in the "COMMENTS."

- a. a list of agricultural users yes app g no
- b. an estimate of total agricultural usage by source yes pg. 54 no
- c. whether the use is irrigation or non-irrigation yes Section 2-H of app g no
- d. whether the source is surface or ground water yes Section 2-H of app g no
- e. COMMENTS: "Data collection efforts identified 14 (fourteen) agricultural operators using large water withdrawals (greater than 300,000 gallons per month) (Table 2-H; Appendix G)." [pg. 32]

13. For self-supplied residential and business users withdrawing less than 300,000 gallons per month, is the following information provided (§9 VAC 25-780-70 J)? If none exists, so note in the "COMMENTS."

- a. an estimate of the number of residences yes pg. 34, sections 2-I and 3-E of app g no N/A
- b. an estimate of the population served by individual wells yes pg. 33 no N/A
- c. an estimate of the number of businesses supplied by individual wells yes pg. 34, sections 2-I and 3-J of app g no N/A
- d. COMMENTS: Annual use for users provided on page 34. Self-supplied users, Sections 2-I and 3-E of Appendix G.

14. Has a summary of findings and recommendations from source water assessment plans and/or wellhead protection programs been provided (§9 VAC 25-780-70 K)? yes pg. 38, section 2-J of app g no

- a. COMMENTS: "No local source water assessment plans (SWAP) or wellhead protection plans (WHP) have been developed by any of the jurisdictions in the Planning Region based on the VDH SWA susceptibility results." [pg. 38]

B. Describe **Existing Water Use** (§9 VAC 25-780-80) as follows:

1. Summarize existing water use as discussed in the Plan: “Surface water accounts for approximately three-quarters, and ground water approximately one-quarter of the water withdrawn by public water systems in the Planning Region. The Planning Region is dissected by three rivers, including the Meherrin River, the Nottoway River and the Blackwater River. All three rivers are within the Chowan River drainage basin. Dispersed residential and agricultural users rely heavily on ground water systems.” [pg.1]

“Each community data sheet (Tables 4-1 through 4-9) describes the service area and usage characteristics, summary information and a service area map.” [pg. 39]
“Certain aspects of data for various community systems were not available from the source (see data collection methods in Section 2.2).” [pg. 40]

2. Source of data used -- *Source:* VDH waterworks permit compliance reports, ground water permit compliance reports, and/or DEQ water use reports (§9 VAC 25-780-80 A). *Date or date range of data used:* “Data collected from paper files at VDH Norfolk District Office (2007), survey forms (2007), VDH database (2005) and DEQ database (2005).” [pg. 41]

“Disaggregated water use for 2007 for each of the community water sources is summarized in Table 4-10.” [pg. 40]

- a. COMMENTS: The format of the data as presented in Section 4 was very helpful to staff review and database data entry.

3. For each CWS, has the following information been provided (§9 VAC 25-780-80 B)?
- a. Population served yes Tables 4-1 through 4-9 no
- b. Number of connections yes Tables 4-1 through 4-9 no
- c. Average and maximum daily withdrawal yes Emporia, GCWSA-Jarratt, GCWSA-Skippers, SSA-Northeast, SSA-Stony Creek, SSA-Birch Island Apts, Waverly, Wakefield: app g no Max Day: GCWSA-JacksonFieldHome, Wakefield - see DEQ staff comments
- d. Water usage by CWS on an average monthly and annual basis, expressed in terms of million gallons per day (“MGD”) yes Emporia, GCWSA-Jarratt, GCWSA-JacksonFieldHome, GCWSA-Skippers, SSA-Northeast, SSA-Stony Creek, SSA-Birch Island Apts, Waverly, Wakefield: app g no
- e. Peak day water use by month yes Emporia, GCWSA-Jarratt, GCWSA-Skippers, SSA-Northeast, SSA-Stony Creek, SSA-Birch Island Apts: app g no GCWSA-JacksonFieldHome, Waverly, Wakefield - see DEQ staff comments
- f. Within each CWS service area, have the following estimates been provided?

- i. An estimate of the water used on an average annual basis by self-supplied nonagricultural users of more than 300,000 gallons per month of surface and ground water yes no N/A
 - ii. An estimate of the amount of water used on an average annual basis by self-supplied agricultural users of more than 300,000 gallons per month of surface and ground water yes no N/A
 - iii. An estimate of the number of self-supplied users of less than 300,000 gallons per month of ground water and an estimate of the total amount of water used by them on an annual average basis yes Northeast CWS, pg. 54 no N/A
- g. An estimate of the disaggregated amounts of water used in categories of use appropriate for the system, as follows:
- i. Residential use yes app g no Waverly - see comments
 - ii. Commercial institutional and light industrial ("CIL") use yes app g no Waverly N/A
 - iii. Heavy industrial use yes app g no Waverly N/A
 - iv. Military water use yes no N/A
 - v. Water used in water production processes yes app g no Waverly N/A
 - vi. Unaccounted for losses yes app g no Waverly
 - vii. Sales to other community water systems and the names of such systems yes no app g N/A
 - viii. Subtotals of the above categories for all community water systems yes no Table 4-10 - see comments N/A
 - ix. Other:
- h. For each CWS using stream intakes, has a qualitative description of existing in-stream beneficial uses either within or outside the planning area that may be affected by the point of stream withdrawal been provided? yes Tables 4-1 and 4-2, and Section 4.2 (pg 52). no N/A
- i. COMMENTS: See Sections 2-C, 3-A, 3-B, and 3-H of Appendix G.

"Certain aspects of data for various community systems were not available from the source (see data collection methods in Section 2.2) ["The information presented in this analysis was collected from a variety of sources and represents varying degrees of success in presenting a comprehensive picture of the Region's water supplies and water use. Initial data sources were the records of the Virginia Department of Health (VDH) and the DEQ. Further efforts to collect information include surveys administered to water systems operators and self-supplied users.]" [pg. 40]

“Community water suppliers in the Planning Region incorporate various levels of metering for water withdrawal and distribution to support billing. However, the billing data is captured in various software packages used by the different suppliers, and aggregate data to disaggregate water usage was not readily available for this WSP. Therefore, the disaggregated water uses were estimated from data provided by the community system in 2007 (see Table 4-1 through Table 4-9), and supplemented by 2005 data reported to DEQ by the community systems as part of withdrawal permit reporting where no user surveys were received...In the tables, NI indicates that reasonable search revealed information was not available, while N/A is used when the data requested was not applicable.”
[pg. 40]

4. Has an estimate of the water used on an average annual basis by self-supplied non-agricultural users of more than 300,000 gallons per month of surface and ground water outside the service areas of CWS been provided (§9 VAC 25-780-80 C)?
 yes Section 3-H app g no Vulcan Materials, Southeast 4-H, Emporia Armory, Cattail N/A
5. Has an estimate of the amount of water used on an average annual basis by self-supplied agricultural users of more than 300,000 gallons per month of surface and ground water outside the service areas of CWS been provided (§9 VAC 25-780-80 D)? yes Sections 2-H and 3-I of app g no N/A
6. Has an estimate of the number of self-supplied users of less than 300,000 gallons per month of ground water and an estimate of the total amount of water used by them on an annual average basis outside the service areas of CWS been provided (§9 VAC 25-780-80 E)? yes Sections 2-I and 3-J of app g no N/A
7. COMMENTS: “Surveys were sent to each of the self-supplied user contacts, and follow-up phone contacts were initiated to encourage responses to the survey. Only eight of the surveys were returned. In most cases for the self-supplied users, insufficient data was reported, or no response was provided, such that detailed cataloguing of water source characteristics and as consequence, detailed analyses could not be completed for this WSP. As a result, reported information on the large self-supplied users is incomplete.” [pg. 31]

Almost the entire list of agricultural users in Section 3-I of Appendix G are footnoted as either “Data is actually withdrawal data but used in the absence of usage data”, or “Users active in DEQ database but do not have any documented withdrawal reports for the usage year.” “Follow-up surveys were sent to each of the user contacts, and follow-up phone contacts were initiated to encourage responses to the survey. Only eight of the surveys were returned. In most cases for the self-supplied users, insufficient data was reported, or no response was provided, such that detailed cataloguing of water source characteristics and as a consequence, detailed analyses could not be completed for this WSP. As a result, reported information on self-supplied users is incomplete.” [pg. 53]

- C. For **Existing Water Resources** (§9 VAC 25-780-90), has the following information been provided?
1. Summarize existing water resources as identified in the Plan: Meherrin River, Nottoway River, Blackwater River [pg. 17] “The Planning Region straddles the boundary between the Coastal Plain Groundwater Area and the Piedmont Groundwater Area (Figure 2-4). The two physiographic provinces are distinguished by the nature of the underlying geologic formations, which in turn have an important effect on the water resources available to communities.” [pg. 19]
 2. List sources and dates of data provided: Sources are identified throughout the plan; Appendices B through D.
 3. Existing geologic, hydrologic, and meteorological conditions within the locality, and in proximity to the point of withdrawal if it is outside the planning area (§9 VAC 25-780-90 A). yes pg. 11 no
 4. Existing environmental conditions that pertain to, or may affect, instream flow, instream uses, and sources that provide the current supply, as follows (§9 VAC 25-780-90 B):
 - a. State or federal listed threatened or endangered species or habitats of concern yes no N/A
 - b. Anadromous, trout, and other significant fisheries yes no N/A
 - c. River segments that have recreational significance, including state scenic river status yes no N/A
 - d. Sites of historic or archaeological significance yes no N/A
 - e. Unusual geologic formations or special soil types yes pgs.11-13 no N/A
 - f. Wetlands yes no N/A
 - g. Riparian buffers and conservation easements yes no N/A
 - h. Land use and land coverage, including items such as percentage of impervious cover within a watershed and areas where new development may impact water quality of the source yes no N/A
 - i. The presence of impaired streams and the type of impairment yes no N/A
 - j. The locations of point source discharges yes no N/A
 - k. Potential threats to the existing water quantity and quality, other than those from above yes no N/A
 5. COMMENTS: “...Emporia, the middle third of Greensville County and the western area of Sussex County are within the transition area between the Piedmont and Coastal Plain commonly referred to as the Fall Zone...important differences in the nature of both surface and ground water resources in the Piedmont and Coastal Plain Provinces...transition zone introduces additional problems and opportunities that must be considered.” [pg. 11] “Wells can be highly productive when they tap into an

area that is highly fractured. However, a significant percentage of dry wells may be encountered in Piedmont formations, as well.” [pg. 21]

“Climate information for Virginia is available from the Southeast Regional Climate Center (SRCC)...SRCC maintains two monitoring stations within the Planning Region, in cooperation with the University of Virginia Climatology Office [Appendix C].” [pg. 15]

“[Emporia R]eservoir was added to the Virginia List of Impaired Waters (TMDL Group ID 01313) [due to] not supporting the overall needs of aquatic life due to low levels of dissolved oxygen (VDEQ, 2006)...[thus] pose a real problem for other beneficial uses downstream”. [pg. 30]

- D. Describe **Projected Water Demand** (§9 VAC 25-780-100) based upon accepted methodology (as outlined in the American Water Works Association (“AWWA”) or American Society of Civil Engineers (“ASCE”) manuals), as follows:
1. Summarize changes in projected water demand as provided in the Plan: Conclusions were that demand will decrease in Emporia but increase in Greensville and Sussex Counties through 2037. Water use projections for large self-supplied users assumed to remain static over the planning period, representing the minimum demand estimate. “The planning region total water demand, across all water use sectors, is projected to be 3.19 mgd by 2037.” [pg. 86] “The total projected water demand for the planning region, including small, agricultural and non-agricultural self-supplied users is 6.455 mgd by 2037 (Table 6-15).” [pg. 96] “The total minimum projected non-agricultural demand [from large self-supplied users] for the Greensville-Sussex-Emporia Regional Water Supply Plan planning region in 2037 is 2.386 mgd (Table 6-15).” [pg. 97] “The total minimum projected agricultural demand for the planning region in 2037 is 0.309 mgd (Table 6-15)...By 2037 (end of Planning period), the total demand from self-supplied users is projected to be 0.56 mgd.” [pg. 98]

Section 6 VEC data suggests a population reduction for Emporia and Sussex County through 2025, then an upward trend, while for Greensville County, it suggests a steady increase. Sussex Planning Department data show a steady increase in its population.

“A general assumption was made that water use practices would not vary in the projected period (e.g., the per-capita amount of water used by each individual or organization would not change significantly, merely the number of people and organizations in the Planning Region). In addition, it is assumed that the service areas within the Planning Region will not change during the projected time period (See Tables 4-1 through 4-9 for specific community service areas). A second assumption was that the growth of commercial industries in the area would follow the same pattern as the population growth. The third and final assumption, made only for Sussex and Greensville counties, as Emporia City has only one service area, was that growth in these counties would be spread out evenly over the different service areas.” [pg. 90]

“Projected changes in demographics suggest that reliance on these two surface water sources [contract sales from GaPac (Jarratt / Greensville system from the Nottoway River) and the Emporia Reservoir] may be reduced to 66% in 2037.” [pg. 147]

“An additional region-wide potential stress to community systems involves possible conversion of private self-supplied domestic sources. Water demand from private domestic sources (e.g., private water wells) is projected to increase by 0.13 mgd from 0.43 to 0.56 mgd (Table 7-5).” [pg. 166]

2. Are water demand projections included (§9 VAC 25-780-100 A)? yes no
 - a. List source and date or date range for population estimates: U.S. Census Bureau 2000, pg. 9 Weldon Cooper Center 2008, pg. 9; pg. 87 Virginia Employment Commission (“VEC”) through 2030, pgs. 3, 87 Other
 - b. Dates and description of any other accepted source of population information used, including local or regional sources: Data used for the water use projection model was derived from Virginia Department of Health data [pg. 87]. Discussions regarding Sussex County population trends with the Sussex County Department of Planning resulted in a separate set of data being developed for County census, independent of that taken from the VEC. [pg. 89]
 - c. Is documentation of information sources and methodologies provided? yes pgs. 3, 86, 87 no
3. Is an estimate of water demand within the planning area for 30 to 50 years into the future provided (§9 VAC 25-780-100 B)? yes through 2037 no
4. Is an estimate of future water use projected at the beginning of each decade (2010, 2020, 2030, etc.) provided (§9 VAC 25-780-100 C)? yes no
5. Are the following projections provided for CWS within the planning area (§9 VAC 25-780-100 D)?
 - a. An estimate of population within the locality served by each CWS yes Sections 4 and 6.2.1 no
 - b. A map depicting the proposed service area of each existing or proposed CWS yes Section 4 no
 - c. Estimated water demand for each existing or proposed CWS on both an annual average and peak monthly basis yes annual total by CWS for each year (2007,2010,2020,2030,2037) in Tables 6-4 through 6-12 no
 - d. Estimated water demand for each existing or proposed CWS disaggregated into categories of use appropriate for the system, such as:
 - i. Residential use yes Tables 6-4 through 6-12 no

- ii. Commercial institutional and light industrial use yes Tables 6-4 through 6-12 no N/A
- iii. Heavy industrial use yes Tables 6-4 through 6-12 no N/A
- iv. Military water use yes no N/A Tables 6-4 through 6-12 show N/A
- v. Water used in water production processes yes no N/A Tables 6-4 through 6-12 show N/A; pg. 51 suggests it may be included in unaccounted for: "...the Jarratt / Greenville community water system reports a relatively high (as compared to other community source reports) unaccounted water loss of 0.049 mgd, which is the result of water loss associated with water storage and transfer from Georgia Pacific accompanied by loss due to water treatment. The unaccounted water loss falls below the average water loss (5 percent) reported by AWWA."
- vi. Unaccounted for losses yes Tables 6-4 through 6-12; pg. 51 no N/A
- vii. Sales to other community water systems and the names of such systems yes no N/A Tables 6-4 through 6-12 show N/A
- viii. Subtotals of the above categories for all community water systems yes no N/A
- ix. Other:
- e. Total projected water demand for all existing or proposed CWS disaggregated into the categories mentioned in subdivision d, above. yes total projected demand (mgd) for all uses summed by year, not by use, Tables 6-4 through 6-12 no
- f. Were current conservation practices, techniques and technologies considered in the above water demand projections (§9 VAC 25-780-110 B)? yes pgs. 97, 106, 115; Tables 7-4, 7-5 no
- g. COMMENTS: "Where data are available to evaluate disaggregated water demand projections, these were provided for each community water system in detailed information tables contained in Table 3-F in Appendix G." [pg. 86]

Provide the total for each disaggregated category of demand for all of the community water systems listed as a whole. For example, the total demand for all CWS-Residential through 2037 is [X] mgd; the total demand for all CWS-CIL through 2037 is [Y] mgd; etc. Provide water demand for each existing or proposed community water system disaggregated into categories. [-100 D]

There was no discussion of water demand projections for production processes included in the plan (i.e., for the Emporia WTP). Section 3-F in Appendix G suggests that, either no information on production losses was returned in the 2007 survey forms, or that there is no production loss (0.00 for many CWS). "Water used for water supply system operation itself and water lost through leaks, evaporation and other causes is a factor of overall demand, but not a direct

customer use.” [pg. 105 It is important to note that water loss (as part of production or leaks) is a category of use and should be included in future iterations.

6. Has a projection of water demand on an annual average basis for each existing and any proposed self-supplied nonagricultural user of more than 300,000 gallons per month of surface and ground water located outside the service areas of CWS been provided (§9 VAC 25-780-100 E)? yes no N/A COMMENTS: “Water use projections were based on 2005 DEQ average annual surface and ground water use (Table 3-H; Appendix G). It was assumed that water usage will remain static over the planning period, and that this figure will represent the minimum demand estimate.” [pg. 86] “The total minimum projected non-agricultural demand [from large self-supplied users] for the Greensville-Sussex-Emporia Regional Water Supply Plan planning region in 2037 is 2.386 mgd (Table 6-15).” [pg. 97]
7. Has a projection of the amount of water used on an annual average basis for each existing and any projected self-supplied agricultural user of more than 300,000 gallons per month of surface and ground water located outside the service areas of CWS been provided (§9 VAC 25-780-100 F)? yes no N/A COMMENTS: “Water use projections were based on 2005 DEQ average annual surface and ground water use (Table 3-H; Appendix G). It was assumed that water usage will remain static over the planning period, and that this figure will represent the minimum demand estimate.” [pg. 86] “The total minimum projected agricultural demand for the planning region in 2037 is 0.309 mgd (Table 6-15).” [pg. 98]
8. Has a projection of the number of self-supplied users of less than 300,000 gallons per month of ground water and a projection of the amount of water used on an annual average basis outside the service areas of CWS been provided (§9 VAC 25-780-100 G)? yes no N/A COMMENTS: “An aggregate water demand projection for small self-supplied sources (withdrawing <300,000 gal/mo) was evaluated based on similar methodology followed for the community systems, and summarized at the end of [Section 6].” [pg. 86] “The total projected water demand for the planning region, including small, agricultural and non-agricultural self-supplied users is 6.455 mgd by 2037 (Table 6-15).” [pg. 96]
9. Has an explanation of how the projected needs of domestic consumption, in-stream uses, and economic development have been accounted for in the demand projection for the planning period been provided (§9 VAC 25-780-100 I)? yes pgs. 99 through 104 no
10. COMMENTS: The synopsis of information in Section 6.6 to address -100 I of the regulation was helpful to review efforts.

- E. Describe proposed **Water Demand Management** actions (§9 VAC 25-780-110), as follows:

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1. Does the Plan describe practices for more efficient use of water? yes no
 - a. If “Yes,” which of the following are used: adoption and enforcement of Uniform Statewide Building Code (“USBC”) sections requiring maximum flow of water closets, urinals, and appliances; lower-water use landscaping; increases in irrigation efficiency (§9 VAC 25-780-110 A 1)?; other
 - b. Describe additional water use efficiency practices:

2. Does the Plan describe water conservation measures used to conserve water through the reduction of use? yes no “The jurisdictions in the Planning Region currently do not employ practices designed to reduce water use...Water demand management practices that are used by other jurisdictions [emphasis added] and water suppliers to increase efficiencies and reduce water use are outlined below.” [pg. 107]
 - a. If “Yes,” which of the following are used: technical, educational, and financial programs (§9 VAC 25-780-110 A 2)? other

3. Does the Plan describe practices to address water loss in the maintenance of systems to reduce unaccounted for water loss? yes “The Authorities specifically maintain personnel and equipment to respond to water system leaks when observed and reported. Nonetheless, like all complicated utility systems, additional preventative measures can enhance the Authorities’ ability to reduce water loss. Some examples of additional water loss control measures that may be considered by the Planning Region jurisdictions are provided below. ...”[pg. 113] no
 - a. If “Yes,” which of the following are used: leak detection and repair, old distribution line replacement (§9 VAC 25-780-110 A 3)? other

4. COMMENTS: See Tables 7-4 and 7-5 for refined demand forecasts, accounting for population change, implementation of demand management practices, and unaccounted losses.

Specific potential risks to long-term community water supplies are described in Section 7.2.3 of the plan narrative (beginning on page 126).

- F. **Drought Response and Contingency Plan** (§9 VAC 25-780-120) for CWS and self-supplied users withdrawing more than an average of 300,000 gallons per month of surface or groundwater.
 1. Does the DRCP address unique characteristics of the water source being utilized and the nature of the beneficial use of water (§9 VAC 25-780-120.1)? yes Figure 8-1 and pg. 135 no
 2. Does the DRCP contain the following graduated stages of response to the onset of drought conditions, at a minimum (§9 VAC 25-780-120.2):
 - a. Drought watch stage responses, intended to raise awareness: yes Figure 8-1 no

- b. Drought warning stage responses, voluntary water conservation practices intended to reduce water use by 5 to 10%: yes Figure 8-1 no
 - c. Drought emergency stage responses, mandatory water conservation practices intended to reduce water use by 10-15%: yes Figure 8-1 no
 - d. Describe any additional drought response stages included in the DRCP: “When monthly Local Drought Monitoring Committee (LDMC) monitoring of regional drought conditions indicates that all or part of the planning region fall under Category D0 (Abnormally Dry) conditions (Table 8-1), the LDMC will commence weekly monitoring of the Drought Monitor website.” [pg. 141] “Upon implementation of a Drought Emergency stage, an appeals board (Board) will be established by the jurisdiction within which the drought emergency occurs (i.e., any or all of the local jurisdictions party to this WSP).” [pg. 144]
3. Does the DRCP contain references to adopted local ordinances and procedures for implementation and enforcement (§9 VAC 25-780-120.3)? yes no
- a. If “Yes,” list code citations or describe policy: “Local ordinances adopted by the jurisdictions that are party to the regional WSP support implementation and enforcement of the DRCP (Appendix K). The Commonwealth’s Drought Assessment and Response Plan is provided in Appendix K of this WSP, as a supporting reference for implementation of this DRCP.” [pg. 129] Ordinances are included for Emporia, the County of Greensville, and the Town of Jarrat. Stony Creek is served by the Sussex Service Authority and they provided a letter indicating their support of the DRCP through their provider. Waverly and Wakefield provided copies of their ordinances as part of tentative compliance discussions.
 - b. If “No,” describe DRCP implementation and enforcement policy:

4. COMMENTS:

G. Statement of Need and Alternatives Analysis (§9 VAC-25-780-130):

1. Statement of Need: based upon the analysis of the above information derived from §9 VAC 25-780-70 through 110, are existing water sources adequate to meet current and projected demand? (§9 VAC 25-780-130 A): yes “...the communities of, Skippers, Jackson-Field Home, Stony Creek, Northeast, and Wakefield have an ample water supply for projected demands. The communities of Waverly, Birch Island, Greensville / Jarratt and Emporia may not have community water sources to meet future peak use demands.” [pg. 147]. no “...The communities of Waverly, Birch Island, Greensville / Jarratt and Emporia may not have community water sources to meet future peak use demands.” [pg. 147] “...the Greensville / Jarratt community water supply is categorized as inadequate...Projected demand for [the Waverly and Birch Island Apartment community water supplies] is likely to reach 80% of the permit capacity within the planning period...the continuing siltation of the [Emporia] reservoir over the course of the planning period will transform the City’s water supply from a system with adequate storage capacity to a run-of-river supply one relying flow conditions of the Meherrin River.” [pg. 150]

2. If future demand is determined to exceed current supply, then has an analysis of alternative sources been provided, as follows (§9 VAC 25-780-130 B)?
- a. A description of potential water savings through demand management actions
 yes pgs. 107, 151 no
 - b. A description of potential new supply sources yes pg. 151 no
 - c. A description of potential resource issues and impacts (based upon §9 VAC 25-780-140 G) for each potential new source yes no not available, pg. 99; pg. 152. Resource limitations were outlined in detail in Section 2, and existing environmental conditions were discussed in Section 5.
 - d. Is a description of various alternatives provided, including (§9 VAC 25-780-130 C):
 - i. water demand management and conservation measures yes pgs. 151, 157
 no
 - ii. traditional supply increases such as wells, reservoirs, impoundments and stream intakes, etc. yes pgs. 152, 153, 154 no
 - iii. Nontraditional means of increasing supply such as interconnection, desalination, reclamation and reuse, etc. yes pgs. 153, 157, 158 no
 - iv. Describe any other alternatives considered dredging and refurbishment of Emporia Reservoir;
 - v. Does the alternatives analysis include a combination of short and long term alternatives? yes no
3. Provide a list of preferred water supply alternatives for the planning area, if applicable:
- Deepen, refurbish ground water wells
 - Development of a pumped-storage or side-stream reservoir is recommended to provide Greenville County / Jarratt
 - If the reservoir storage capacity reduces to 500 acre-feet, the City should prepare for dredging and refurbishment of the Emporia Reservoir.
4. COMMENTS: GCWSA is currently seeking a VWP surface water withdrawal permit for a new raw water intake on the Nottoway River and an offstream reservoir nearby.

PART III: COMPLIANCE REVIEW and CONSISTENCY DETERMINATION PROCESS

PART III of the checklist pertains to the compliance review to be conducted by DEQ. This review includes program evaluation by state resource management agencies, identification of conflicts between submitted programs, and assessment of program compliance with the Regulation.

- A. **Finding of Compliance with §9 VAC 25-780-50** as reviewed in PART II of the checklist:
1. Tentatively Compliant – proceed to public notice, as per §9 VAC 25-780-140 and 150.
 2. Compliant - proceed to public notice, as per §9 VAC 25-780-140 and 150
 3. Noncompliant – Part IV outlines reasons and steps to address noncompliance
 4. Date Finding of Tentative Compliance letter sent: September 25, 2013
 5. Record of informal proceeding (when requested) pursuant to Article 3 (§2.2-4018, et seq.) of Chapter 40 of the Virginia Administrative Process Act: N/A
- B. Determine **local/regional program consistency** with the following (§9 VAC 25-780-140 C):
1. §9 VAC 25-390-20 – SWCB Water Resources Policy: The Plan conditionally complies with the Local and Regional Water Supply Planning Regulation (§9VAC25-780, et seq.), and therefore provides the Board with the information necessary to fulfill its responsibilities under the Water Resources Policy (§9VAC25-390-20).
 2. Section 62.1-11 of the Code of Virginia (“COV” or “Code”) – declaration of Virginia’s waters as a natural resource, use of which can be limited: The Plan provides the information necessary for meeting the mandates put forth in this section of the Code, and recognizes the need for authorized withdrawals for water supply while protecting other beneficial uses.
 3. Section 62.1-44.36 of the Code of Virginia – SWCB assigned duty of planning for the development, conservation and use of Virginia’s water resources: The Plan conditionally complies with the Local and Regional Water Supply Planning Regulation (§9VAC25-780, et seq.), and therefore provides the Board with the information necessary to fulfill its responsibilities under this section of the Code.
 4. COMMENTS: _____
- C. **Evaluation/inventory of conflicts** (§9 VAC 25-780-140 C 3 and 140 G)

This portion of the checklist will be relevant after development of the State Water Resources Plan.

1. Cumulative demand impact analysis ("CIA"): _____
 2. Evaluation of conflicts between potential alternatives: _____
 3. Evaluation of potential use conflicts between projected water demand and estimates of in-stream flow requirements: _____
 4. Evaluation of relationship between local/regional plan(s) and State Water Resources Plan: _____
 5. Describe any identified conflicts between jurisdictions, regions, and/or partners: _____
 6. COMMENTS: _____
- D. Program evaluation by State Agencies:** Department of Conservation and Recreation ("DCR"), the Department of Game and Inland Fisheries ("DGIF"), the Department of Historic Resources ("DHR"), the Virginia Marine Resources Commission ("VMRC"), and VDH (§9 VAC 25-780-140 B and 150 B)
1. Dates of Agency comment period: 02/04/2013 through 08/13/2013
 - a. DCR written comments received on 04/18/2013
 - b. DGIF written comments received on 09/26/2013
 - c. DHR written comments received on 06/24/2013
 - d. VMRC written comments received on _____
 - e. VDH written comments received on 05/07/2013
 2. Written Agency comments and DEQ responses attached.
 3. Record of Technical Evaluation Committee meeting (if applicable): N/A
 4. COMMENTS: _____
- E. Record of public notice(s), public comment period(s), and/or public meeting(s) concerning DEQ findings concerning tentative program compliance (§9 VAC 25-780-150 and §9 VAC 25-780-160):**
1. Dates of 30-day public comment period: September 25, 2013 to October 30, 2013
 2. Date notice posted to DEQ website: September 25, 2013
 3. Were written public comments received: yes no
 4. Written public comments and DEQ responses attached. N/A

5. Record of requested public meeting(s) including notice and record of comment N/A

6. COMMENTS: _____

F. **Date of final determination of compliance with §9 VAC 25-780, et seq.** 12/06/2013

G. **State Water Resources Plan**

1. Applicable text incorporated into SWRP: _____

2. Applicable data input into Cumulative Impact Analysis (“CIA”) model: 5/13/2013

PART IV: REQUIREMENTS FOR COMPLIANCE TO BE ADDRESSED BY THE FIVE-YEAR REVIEW, PRELIMINARY IDENTIFICATION OF CONFLICTS, NOTABLE ITEMS OF INTEREST, AND DEQ ACTION ITEMS

PART IV of the checklist is a holding place for requirements for compliance by the five-year review, as well as future water source alternatives identified in the plan that may conflict with neighboring plans or regions, as noted by the reviewing planners. In addition, it is a place for items of interest and DEQ's action items.

A. REQUIREMENTS FOR COMPLIANCE TO BE ADDRESSED BY FIVE-YEAR REVIEW

1. Clarify annual water use for Georgia Pacific (Data discrepancies: Georgia Pacific average annual use on pg 47 = 1.58 mgd but in Appendix G Section 3C, it = 1.049 mgd. Section 3-C of Appendix G still shows 1.049 mgd as an 2005 annual average obtained from DEQ, and that page 127 shows 1.58 mgd as average in 2005).
2. Clarify average day and max day withdrawals for Stony Creek. (Table 4-5 Stony Creek shows an average daily [as] 0.048 MGD [and] max daily [as] 0.930 MGD. App G 3-A for Stony Creek column 4 a and b has average daily as 0.0626 MGD [and] max daily as 0.2572 MGD)
3. Provide Virginia Department of Health Public Water System Identification (PWSID) numbers for applicable groundwater wells listed for Section 70 B of the regulation

B. PRELIMINARY IDENTIFICATION OF CONFLICTS

C. ITEMS OF INTEREST

1. While "Availability of water for community purchase outside of the planning region was not evaluated as part of this regional water supply plan." [pg. 33], the plan goes on to explain that "The GaPac manufacturing plant at Skippers, and the I-95 Rest Area rely on treated water purchased from Northampton County, North Carolina. The Northampton system, in turn, purchases water from the Roanoke Rapids Sanitary District, which relies on surface water withdrawal from Roanoke Lake on the Roanoke River as the source of its raw water (Table 2-F; Appendix G) . The I-95 Rest Area is classified as a public water system and purchases 0.075 (maximum daily) and 0.15 (average annual) mgd (Table 2-F; Appendix G). The GP Skippers plant is a commercial/industrial use, and amounts purchased were not reported." [pg. 33]
2. "[Emporia R]eservoir was added to the Virginia List of Impaired Waters (TMDL Group ID 01313) [due to] not supporting the overall needs of aquatic life due to low levels of dissolved oxygen (VDEQ, 2006)...[thus] pose a real problem for other beneficial uses downstream". [pg. 30]

D. DEQ ACTION ITEMS

1. Develop clear, consistent guidance to aide localities in responding to regulatory requirements.

2. Develop an online tool for use by localities when updating the data requirements of the regulation.
3. Continue efforts to improve participation in water withdrawal reporting by agricultural and nonagricultural users through direct contact with users and coordination with other applicable agencies.
4. Continue efforts to create an inventory of DEQ permitted surface water withdrawals and to share this inventory with planning entities.
5. Continue efforts to create an inventory of ground water source (wells and springs) information, including DEQ permitted ground water withdrawals and to share this inventory with planning entities.

Chowan Basin Soil & Water Conservation District

2015-2016 Annual Report

Serving: Greensville, Southampton, & Sussex Counties

July 1, 2015—June 30, 2016

706 South Main Street, Emporia, VA 23847

(434)634-2115 ext. 4

Educational Outreach Programs

Farm Days

Farm Days are an educational program sponsored by the Chowan Basin SWCD. Each year, elementary students from each county take a field trip to a local farm. Students participate in stations where they learn a variety of topics relating to conservation and the importance of farms in everyday life. Station topics adhere to the Virginia Standards of Learning so teachers are able to continue their curriculum while their students have fun.

Greensville Farm Day

On October 16, 2015, the Chowan Basin SWCD partnered with the Greensville County Farm Bureau Women's Committee to host the Greensville County Farm Day. A total of 188 third grade students from Greensville Elementary School visited Jesse & Susan Harrell's farm. Students participated in 10 stations and were able to enjoy a hayride provided by Billy Poarch.



Sussex Farm Day

On April 6, 2016, first and second grade students from Sussex Central Elementary School visited Oak Hill Farms in Yale, VA. A total of 169 students participated in the 11 stations available and learned about topics such as: farm safety, crops, and forestry. The event was coordinated with Chowan Basin SWCD, Sussex & Dinwiddie County Extension, Virginia Farm Bureau, Virginia DCR, Virginia DGIF, USDA NRCS, Prince George Electric Cooperative, and Southland Dairy Farmers.



Southampton Farm Day

On March 23, 2016, 270 second and third graders from Southampton County Public Schools and Southampton Academy attended Farm Day at Foxhill Farms. Students participated in a total of 12 stations that were graciously manned by volunteers from Chowan Basin SWCD, Southampton County Extension, Virginia Department of Conservation & Recreation, Virginia Department of Game and Inland Fisheries, and the Virginia Farm Bureau.



Educational Outreach Programs

Tidewater Academy—Pollinator Presentation

On December 3, 2015, Sue Morris and Kim Clarke visited Tidewater Academy where they presented: Pollinators—Our Local Heroes. A total of 75 students in grades K-5 participated in the program, learning the importance of pollinators. One activity students participated in was learning how much pollen is collected and moved by pollinators. Students acted as pollinators by drinking nectar (apple juice) through a straw and collecting pollen (cotton balls) on their arms. Students were very engaged in the program and thoroughly enjoyed it. The Chowan Basin SWCD hopes to continue in-class presentations and is currently working on expanding to other school systems in the district.



Envirothon

During 2015-2016, Tidewater Academy's Envirothon Team traveled to Dinwiddie County and participated in Area VI's Envirothon. The theme for this year's event was invasive species. Five students prepared months in advance for the event by actively studying aquatics, forestry, soils, and wildlife. The team presented an oral presentation on invasive species at the program event.

2016 Scholarship Recipient

Brianna Johnson of Boykins, VA is the 2016 recipient of Chowan Basin SWCD's Scholarship. Brianna recently graduated from Southampton Academy where she participated in a multitude of extra-curricular activities including: Beta Club, Drama Club, Students Against Destructive Decisions, Fellowship of Christian Athletes, and cheerleading. Brianna will be attending University of Mount Olive (Mount Olive, NC) where she will major in Environmental Science this fall.

Community Outreach Programs

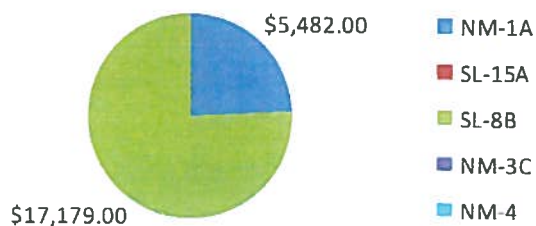
Tire Amnesty Program

Each year, the Chowan Basin SWCD offers a tire recycling program to agricultural producers in Greenville, Southampton, and Sussex counties. The program is designed to help producers dispose of stock tires in an environmentally friendly way. For 2016, producers were able to dispose of tires at event locations located in Greenville and Southampton County. Sussex producers were given the opportunity to dispose of tires at either location. In total 82,880 lbs were collected! Individually, Southampton County collected 57,520 lbs and Greenville County collected 25,360 lbs. Sussex county was included in Southampton and Greenville totals.

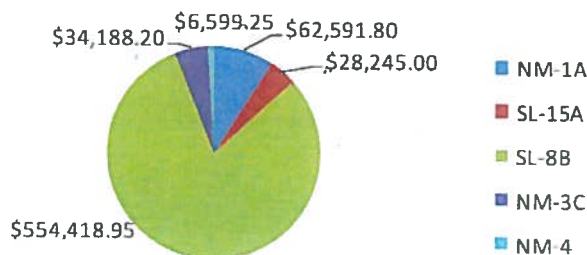


Agricultural Programs

Greenville County

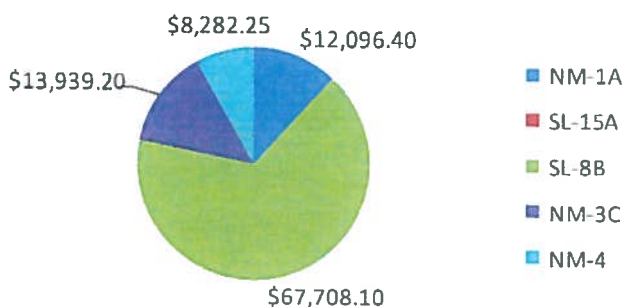


Southampton County



Agronomic Cost Share payments made to producers in Southampton County totaled \$686,099.60; Sussex County producer's cost share totaled \$102,603.75; and Greenville County producers cost share totaled \$22,661.00.

Sussex County



NM-1A: The use of Nutrient Management Plans minimizes the potential for excess nutrients which then may be lost to leaching or runoff to be used in crop, pasture, and hay production.

NM-3C: This practice encourages the split application of nitrogen on corn. This decreases the amount of nitrogen loss to leaching and runoff and increase plant intake of nitrogen.

NM-4: Split application of nitrogen on small grain (wheat) consists of applying nitrogen in two increments based on the progression of crop growth.

SL-8B & SL-8H: These practices establish vegetative cover on cropland over the winter months for protection from

2016 Total Cost Share Per County



Management Practices

SL-6: This practice is stream exclusion with grazing land management. In total the Chowan Basin SWCD completed 5 pending 2015 contracts: three contracts in Sussex which totaled \$114,934.85; one contract in Greenville County which totaled \$86,260.46; and one contract in Southampton County which totaled \$16,768.

Happy Retirement to Kelvin Wells!

The Chowan Basin SWCD would like to send a heartfelt thank you to Mr. Kelvin Wells for serving as the Virginia Cooperative Extension Appointed Director. Mr. Wells was a VCE ANR Agent and Unit Director of the Sussex Extension Office. During his time at the Sussex Extension Office, he was a member of the Sussex-Prince George FSA committee, member of the Sussex Food Agriculture committee, and a member of the Sussex Emergency Preparedness Team. Mr. Wells served on the Chowan Basin SWCD board for 7 years! **Best wishes for a very happy retirement to Mr. Wells. Thank you for everything you've done for us here at the Chowan Basin SWCD!**



Directors & Staff

District Directors

A board of directors governs district activities. Six directors (two from each county) are elected by general elections and serve four year terms. One director is appointed by the Virginia Soil and Water Conservation Board, and another director is appointed through the Virginia Cooperative Extension. To assist with district efforts, the Chowan Basin SWCD board members may appoint (non-voting) associate directors for one-year terms. The directors and associate directors are volunteer public servants with a diverse range of knowledge and a strong interest in soil and water resource conservation.

Greensville:

*Anthony Gillus
Jimmy Ferguson
Walter Robinson*

Southampton County:

*Gary Cross
M.L. Everett, Jr.*

Sussex County:

*H.M. "Mac" Dunn, Jr.
Ronald Nicholson
Raymond Warren— Associate*

District Staff

The Chowan Basin SWCD has three full time employees:

*Aaron Lucas—Agricultural Technician
Chelsea Taylor—Conservation Education Coordinator
Sue Morris—District Administrator*

The district staff is also involved with the Albemarle-Chowan Watershed Roundtable and assists other agencies and districts with projects when needed. The district receives assistance with the implementation of its programs from partner agencies, including: Farm Service Agency, Natural Resources Conservation Service, Virginia Cooperative Extension, Department of Forestry, Department of Game and Inland Fisheries, and the Department of Conservation and Recreation.

The Commonwealth of Virginia supports the Chowan Basin Soil and Water Conservation District through financial and administrative assistance provided by the Department of Conservation and Recreation. The District also receives financial support from each locality they cover to support local projects.

CRATER PLANNING DISTRICT COMMISSION

LOCAL STAFF EFFORTS

January through June, 2016

- The Crater Commission endorsed the **GO Virginia** initiative which was launched by the Virginia Business Higher Education Council and the Council on Virginia's Future. GO Virginia is envisioned to be a broad, bipartisan grassroots coalition that includes business, higher education, government and community leaders working together on a regional basis for the betterment of the business vitality of each region

The Virginia General Assembly approved the Virginia Growth & Opportunity Act in March, 2016 to implement the GO Virginia initiative. At its June meeting the Crater Planning District Commission recommended that its Chairman be appointed to the new GO Virginia Regional Council representing the Crater Planning District. The current proposal would blend the Crater District and the Richmond Regional District into one Regional Council area. Each newly identified region will be required to establish a board composed of government, business and education representatives, develop an economic growth and diversification plan and undertake a detailed skills gap analysis. In the Crater District, the existence of a five-year Comprehensive Economic Development Strategy (CEDS) will be invaluable as the new region moves forward. The current Crater District areas of emphasis related to workforce development, technology, logistics, advanced manufacturing will provide a sound basis from which to take full advantage of this new state initiative. The Regional Council's membership will be formed during the remainder of 2016. For more information please visit GO Virginia's website at www.govirginia.org.

- The Crater Commission has agreed to participate with the Richmond Regional PDC to update the 2012 **Richmond-Crater Multi-Regional Hazard Mitigation Plan** on behalf of local government members. The Federal Emergency Management Agency (FEMA) requires that a current Hazard Mitigation Plan be in place for every community (including towns) in the U. S. In Virginia, plans are developed on a regional basis and must be updated every five years. It will take approximately 18 months to complete the update. The Plan is required in order to allow our localities to be eligible for hazard mitigation funding when needed.
- As a designated economic development district under the U. S. Department of Commerce Economic Development Administration, the Crater Commission adopted its **2016 Comprehensive Economic Development Strategy Update (CEDS)**. There are four major focus areas: technology, workforce development, entrepreneurial/small business growth and infrastructure improvement. The need for a higher-skilled, well-trained and motivated workforce for the 21st century workplace is particularly highlighted.

The work is accomplished working with a CEDS committee composed of broad representation from local government staff along with the private sector, higher education, public utilities, and economic development. Ms. Chris Chmura's firm in Richmond provides the cluster analysis and staff compiles and updates data using a variety of sources including the Virginia Employment Commission's regional profiles.

LOCAL STAFF EFFORT
January through June 2016
Page Two

The CEDS process is an efficient and effective mechanism for coordinating the efforts of individuals, organizations, local governments, and business, all of which are committed to and working toward economic development.

Thus, the CEDS document:

- sets forth the District's goals, strategies and implementation plan;
- describes the challenges, opportunities, and resources of the Crater District;
- details the demographics, infrastructure, and natural resources of the Region;
- identifies priority programs, performance measures and projects for implementation; and
- integrates with State priorities.

A list of 26 projects has been compiled for inclusion as a number of funding agencies review these plans, including VDOT. In June, the **U. S. Economic Development Administration announced a \$2.6 million award** to the Greenville County Water and Sewer Authority to support construction of a major water line to serve the Mid-Atlantic Advanced Manufacturing Center located in Greenville County. This megasite (1,500 acres +) is a partnership including the City of Emporia, Mecklenburg County and Greenville County. **The project was the number one rated project in the Crater Commission's CEDS last year.**

- At the request of the **Commonwealth Center for Advanced Manufacturing (CCAM)**, Crater Commission staff is assisting the CCAM Team in regard to moving forward with the proposed Advanced Manufacturing Apprentice Academy (AMAA). The intent of the AMAA is to produce skilled apprentices in the trades of machining, welding and mechatronics that will address the well-documented skills gap in advanced manufacturing. CCAM received a \$280,000 U. S. Economic Development Administration award to conduct pre-development work to address future construction of the Advanced Manufacturing Apprentice Academy. **This project is the number one rated project in the Crater Commission's approved 2016 Comprehensive Economic Development Strategy Update (CEDS).**
- In July, 2015, PART's 80,000 new visitor guides, *LOVE Happens in The Best PART of Virginia* "hit the streets". The July, 2016, report indicates that Virginia Tourism Corporation's central warehouse now has only 10,400 left and the PART office has fewer than 1,000. PART contracts for these guides to be available in Virginia's 13 welcome centers, as well as in Martin's, Kroger stores and WaWa locations throughout the Richmond Metro Area.

Updated PART tear-off pad maps will be available in late summer. These are used in all of the hotels throughout the region, as well as in visitor centers and in various locations at Fort Lee.

LOCAL STAFF EFFORTS
January through June, 2016
Page Three

PART has substantially increased its use of social media this year, in particular to market events.

Data gathered regarding utilization of the PART website, www.petersburgarea.org shows an average of 42,000 visits per month and 57,000 page visits per month. New visitors encompass 81.7 percent of all visitors. The homepage, events and arts/entertainment top the page visits; however, staff has seen an increase in visits to the hotels/lodging page and Appomattox River Heritage Trails. Sixty percent of website visitors are in Virginia; however, the five states below Virginia, in order, are D.C., NC, PA, NY, and MD. The most visitors to the website who are in Virginia are in Virginia Beach and Richmond.

The number of Facebook Likes has doubled this year. Fifty-five percent of those are from people aged 35-54. The Facebook posts that garnered the most attention were:

- Wonder City Beer Festival (impressions totaled 20,000+ more than any other post)
- Centre Hill Ghost Watch
- Blandford Church
- Memorial Day at Pamplin Park
- Falling Creek Fest
- Smokin BBQ Fest
- Planter's Day @ Magnolia Grange
- King's BBQ Culinary Challenge
- Petersburg in April-Garden Week
- Paranormal Tour/Magnolia Grange
- Comfort Food
- Weston Concert-Flashback

All of these posts exceeded 25,000 impressions.

PART hosted two familiarization (FAM) tours for staff members from VTC, and the Bracey (I-85) and Skippers (I-95) welcome centers that included sites in Dinwiddie County, Petersburg and Hopewell. Planning is underway for other sites in the fall.

PART coordinated two tours for residents at Lucy Corr at Springdale in Chester. One included stops in Hopewell and Petersburg and the second was a tour of Pamplin Park.

PART greeted the Civil War Roundtable from Flushing, NY in May. This group of 30 people spent four days touring Civil War sites throughout the area. The original contact about planning came in August of 2015.

PART has used Cameron Foundation Grant funding to build its photography library as well as produce videography. Events filmed include: Appomattox RiverFest, Fort Clifton Festival, Wonder City BeerFest, Henricus, Family Farm Day at Richlands Dairy Farm, opening of Trapezium Brewing Co., Butts on Broadway and the Pocahontas Trails.

LOCAL STAFF EFFORTS
January through June, 2015
Page Four

This work will be used in an upcoming marketing initiative working with WWBT and its affiliates in several southern states, as well as WTVR.

A two-year growth spurt in tourism in the PART region continued into 2016 as local hotel revenues continued to grow at record rates. For the first six months of 2016, total hotel revenues grew by 17% over the same period in 2015 reaching over \$35 million. PART will present its detailed Economic Impact Data report in September.

- The **BUY FRESH BUY LOCAL 2016 Food Guide** was released for distribution throughout the Crater region. The Crater Commission is a sponsor of this effort to connect consumers in our communities to the freshest locally grown produce and products available.

BUY FRESH BUY LOCAL opens new markets for family farmers by educating consumers about the benefits of eating locally, as well as supporting over 90 local farms and producers throughout the region. In addition, the 2016 Food Guide lists 23 Farmers' Markets that are operating throughout the region.

This program operates under the aegis of the South Centre Corridors Resource Conservation and Development Council and is part of the *Virginia Grown* Program as well. In addition, Petersburg Area Regional Tourism (PART) promotes the BUY FRESH BUY LOCAL 2016 Food Guide on its website- www.petersburgarea.org.

- In its role as the “convener” for major discussions among our communities concerning the military installations located within the region, the Crater Commission continues to be very active in the conversations concerning the future of the commissary system. The current Administration in Washington has recommended that commissary funding be significantly reduced. Congress stepped forward and funded the commissary system in the FY 16 budget. It is important to our region because the **Defense Commissary Agency HQ (DeCA)**, which runs the commissary system world-wide, is located on Fort Lee.

It currently employs approximately 750 well-paid employees that live across our region. DeCA represents a payroll of approximately \$60 million annually. The Crater Commission and local leaders continue to meet with our Congressional delegation to ensure that the delegation remains on top of this critical issue.

In late May, U.S. Senators Mark Warner and Tim Kaine introduced an amendment to the FY 2017 National Defense Authorization Act (NDAA) that would prevent the Department of Defense from privatizing commissaries until a study requested in last year's NDAA to assess the costs and benefits of privatization is completed and properly taken into consideration by Congress. The Amendment passed in Congress thanks to the leadership of our two U. S. Senators.

LOCAL STAFF EFFORT
January through June 2016
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Secondly, the Crater Commission is tracking very closely the construction of the **Foreign Affairs Security Training Center** to be located at Fort Pickett. The next contract valued at \$413 million is upcoming and offers opportunities for our region's construction and construction-related subcontractors. Through the Commission's Crater Procurement Technical Assistance Center, information is being distributed throughout the region to build an awareness of this contracting opportunity. It is envisioned that 8,000 to 10,000 State Department security personnel will be trained at this Center annually.

- The "**Friends of the Lower Appomattox River**" (**FOLAR**) works to enhance access to the Appomattox River from Lake Chesdin to the confluence of the Appomattox and James Rivers in Hopewell. In the past decade, FOLAR has raised more than \$2 million for use in building facilities which improve the quality of life of the region's residents and promote tourism to the region. FOLAR is a great example that regional collaboration can work if you have leadership and support by individuals who have a passion for a cause.

FOLAR recently received a \$100,000 grant from The Cameron Foundation to assist in planning for the completion of the trail system along the Appomattox River. In addition, FOLAR received \$100,000 via Virginia's 2016-2018 biennial budget which will go toward construction of a new Hopewell Riverwalk. The City of Hopewell will also financially participate in this project.

FOLAR will sponsor its 9th Annual Paddle/Battle event on September 24th which will start in Hopewell and end in Petersburg. See FOLAR's website for more details regarding all events- www.folar-va.org.

- The Commission continues to work with VCU's Center For Urban and Regional Development in the development of a new initiative called the **Development Tracker**, which will initially track public land parcel information for every locality in the metro area, as well as all Crater jurisdictions that are not in the metro area per request of the Crater staff. The VCU Center staff is currently analyzing data from the Crater localities and recently presented a report to the Crater District's planning directors. The new system will provide each jurisdiction with on-going valuable information, i.e. accurate land use data and trends, which should improve development decisions leading to enhanced economic health.

This system will also help in the implementation of a recommendation in the Fort Lee Joint Land Use Study regarding monitoring land use changes outside of Fort Lee's perimeter.

For more information regarding the Development Tracker initiative please visit www.metroview.vcu.edu.

LOCAL STAFF EFFORT
January through June 2016
Page Six

- The PDC continues to enhance its regional **geographic information system (GIS)**. The GIS development is being coordinated with the Virginia Economic Development Partnership (VEDP), Virginia Department of Transportation (VDOT), Virginia Department of Conservation and Recreation (DCR) and the other planning district commissions throughout the state. Current projects support various transportation, environmental and economic development efforts in the region including many local projects. During the reporting period GIS services were provided to the following local agencies: Petersburg Area Regional Tourism, Tri-Cities MPO, FOLAR, PAT and the Crater District Agency on Aging.

Local jurisdictions that received GIS support included Colonial Heights, Dinwiddie, Greenville, Petersburg, Sussex, Town of Surry.

- **During the reporting period two quarterly meetings of the local government planning directors** were held. At these quarterly meetings issues of local and regional planning significance were discussed.
- The staff has provided demographic data to a variety of private and public groups and individuals, and continued its work with the District's local governments to ensure that all U. S. Census and Virginia socio-economic data are properly distributed.
- Commission staff continued to assist the **Town of Surry** Planning Commission on the updating of the Town's Comprehensive Plan.
- At the request of the Fort Lee Commanding General to the Crater Commission staff and the **Commonwealth Center for Advanced Logistics Systems (CCALS)** staff, the Workkeys Skills Assessment System will be available on post for transitioning soldiers leaving the military. It is estimated that approximately 600 soldiers transition from the military to civilian life annually at Fort Lee. The Workkeys testing will lead to a Career Readiness Certificate which is a nationally recognized indicator of workforce readiness and is recognized within the Commonwealth of Virginia. The Community College Workforce Alliance (CCWA) will offer the Workkeys assessment to the transitioning soldiers.
- The **Crater Small Business Development Center of Longwood University** conducted 16 seminars throughout the District on a variety of topics related to starting or operating a business. The Crater SBDC also provided one-on-one counseling to 165 clients. Support from the Crater SBDC resulted in the approval of 9 loans, which involved private investment totaling \$611,600 and the creation/retention of 71 jobs. The Center offered entrepreneurial training to soldiers at Fort Lee preparing to exit military service.

LOCAL STAFF EFFORTS
January through June 2016
Page Seven

- The **Crater Procurement Technical Assistance Center** sponsored and supported 29 educational seminars in local, state and federal government contracting during the period of January 1, 2016 through June 30, 2016. These seminars provided outreach to a total of 1,028 existing and potential new clients. The Crater Center, along with the ODU affiliate office, counseled 201 new clients and 105 existing clients for a total of 1,047 counseling hours. The PTAC maintains its construction/construction related database. Currently 979 clients receive the daily e-mails providing information on prime and subcontracting opportunities for local, state and federal construction projects. Many prime contractors continue to announce subcontracting opportunities to regional small businesses.

During the period of January 1, 2016 through June 30, 2016, 73 prime Federal contracts were awarded to Crater PTAC clients totaling \$12,225,279.75. Additionally, 957 contracts/orders were awarded to Crater PTAC clients by state and local agencies totaling \$67,044,595.30. This represented a total of \$79,269,875.05 and equates to approximately 1,585 jobs created or retained.

The Crater PTAC has been working with the U.S. Department of State and the General Services Administration (GSA) to bring attention to the \$461M **Foreign Affairs Security Training Center (FASTC)** construction project taking place at Fort Pickett. PTAC is working to keep local construction contractors informed of the opportunities for local businesses on this project. Long term, other contractors will be required to support the activities of the new facility and Crater PTAC will continue to monitor opportunities and encourage local participation.

For additional information on the Crater Procurement Technical Assistance Center, please visit www.craterptac.org.

- At its June 23rd meeting, the Crater Planning District Commission elected the following officers for the 2016-2017 year:
 - Dr. Mark Moore – Chairman**
 - Mr. Zach Trogdon – Vice-Chairman**
 - Mayor Brenda Pelham – Treasurer**

We welcome their willingness to lead the Crater Commission this year.

In addition, we would like to thank **Mr. John Wood** for his dedicated service as chair of the Crater Commission for the past two years.

Deborah Davis

From: Larry Land <lland@vaco.org>
Sent: Thursday, August 04, 2016 11:51 AM
To: Larry Land
Subject: Local Option Health Insurance Plan
Attachments: Local option health plan 1-080216.pdf

Importance: High

To: County Administrators and County Liaisons

On **Tuesday, August 23 from 2:00 to 4:00 p.m.** the Department of Human Resource Management (DHRM) has scheduled a very important [webinar](#) on the Local Option Health Insurance Plan established by the 2016 General Assembly under [SB 364 \(Chafin\)](#).

SB 364 directs DHRM to develop a plan under the local option health insurance plan with benefits similar to those in the state employee health insurance plan using a single rating group.

To implement this new program DHRM is in the process of developing rules and regulations. The webinar on August 23 is designed to provide key county officials with an opportunity to discuss the highlights of the proposed plan and provide feedback. DHRM is seeking input from local decision makers on such matters as eligibility, participation, total population health coverage, employer contributions, financial reserves, stop loss, adverse experience adjustments, and plan administration. For additional information please see the letter at this link: <http://www.vaco.org/LegislativeNews/SB364Letter16.pdf>.

You may register for the webinar at this link: https://dhrm.ilinc.com/perl/ilinc/lms/register.pl?activity_id=pcfrrzt&user_id=

Larry Land, CAE
Director of Policy Development
Virginia Association of Counties
1207 E. Main Street, Suite 300
Richmond, VA 23219
Office: (804)343-2504
Mobile: (804)314-6001
[Lland@vaco.org](mailto:lland@vaco.org)



COMMONWEALTH of VIRGINIA

SARA REDDING WILSON
DIRECTOR

Department of Human Resource Management

101 N. 14TH STREET
JAMES MONROE BUILDING, 12TH FLOOR
RICHMOND, VIRGINIA 23219
(804) 225-2131
(TTY) 711

August 2, 2016

RE: Senate Bill 364 (Chafin) 2016 – Local Option Health Insurance Plan

Dear Local Government Administrators:

Earlier this year, the Governor signed legislation which directs the Department of Human Resource Management (DHRM) to develop a plan under the local option health insurance plan with benefits similar to those in the state employee health insurance plan using a single rating group. View the bill here:

<http://lis.virginia.gov/cgi-bin/legp604.exe?ses=161&typ=bil&val=sb364>

DHRM is in the process of developing the rules and regulations for this health plan. We have scheduled a webinar for your group to discuss the highlights of the proposed plan, and give you the opportunity to provide feedback. DHRM is seeking input from decision makers on such things as eligibility, participation, total population health coverage, employer contributions, financial reserves, stop loss, adverse experience adjustments, and the administration of the plan.

The webinar will be held on Tuesday, August 23 from 2:00 to 4:00 p.m. You may register at this link:

https://dhrm.ilinc.com/perl/ilinc/lms/register.pl?activity_id=pcfrrzt&user_id=

If you are unable to attend on that day and time, the webinar will be recorded for your convenience. If you would like to receive a link to the recorded presentation, please contact Kathryn Brooks at kathryn.brooks@dhrm.virginia.gov with the following information: name, group or organization, email address and telephone number.

Since the proposed optional local health insurance plan is based on the COVA Care Basic plan, you may want to preview that plan information before the webinar presentation. COVA Care Basic plan information is available at this link: <https://www.dhrm.virginia.gov/docs/default-source/benefitsdocuments/ohb/2016-cova-care-brochure.pdf>

We look forward to sharing our proposal with you.

Sincerely,

A handwritten signature in cursive script that reads 'Sara Redding Wilson'.

Sara Redding Wilson
Director

An Equal Opportunity Employer



COMMONWEALTH of VIRGINIA

DEPARTMENT OF TRANSPORTATION
1700 North Main Street
SUFFOLK, VIRGINIA 23434

Charles A. Kilpatrick, P.E.
Commissioner

August 5, 2016

Walter J. Mason, Mayor
Town of Waverly
P. O. Box 318
119 Bank Street
Waverly, VA 23890

RE: Hunter Street (Route 653)

The Residency has reviewed your letter referencing Hunter Street, State Route 653, and the McDonald's development. There appears to be three options of which the Town may proceed: discontinuance of State maintenance, abandonment of the roadway from the State's secondary system, or converting the street into a one-way facility.

Discontinuance of State maintenance is pursuant to §33.2-908 of the Code of Virginia. It is the result of a determination that a facility no longer provides a sufficient public service to warrant maintenance at the State's expense. The facility remains a public facility and its operational jurisdiction is returned to local road officials, usually the local governing body of the locality. The powers and procedures for subsequent abandonment of a facility discontinued from the secondary system of state highways rests with the Board of Supervisors and the procedures for such actions are set out under §33.2-915 through §33.2-925 of the Code of Virginia. See attached flow chart on the procedures for discontinuance.

Abandonment of roads from the Secondary System shall be in accordance with Section §33.2-909 of the Code of Virginia. Upon receiving a request to abandon a segment of road, a county should first consider the matter on a preliminary basis. Once abandoned, it may not be possible to re-add the facility as part of the secondary system of state highways if the Board of Supervisors has a change of heart.

Section §33.2-909 requires the BOS to announce its intent to abandon a road and a willingness to hold a public hearing, including providing formal notice to the Commissioner. The process and considerations are detailed in a flow chart entitled "Abandonment of a Road from the Secondary System of State Highways." (see attached flow chart)

VirginiaDOT.org
WE KEEP VIRGINIA MOVING

In regards to reconfiguring Hunter Street for one-way traffic, an engineering plan will need to be submitted for review by VDOT. This will include the review of the proposed striping and signage to ensure safety is not adversely impacted, and that the criteria is met for one-way traffic in accordance with VDOT standards and specifications. If approved, a Land Use Permit will be required for any work within the State maintained right of way.

If you have any questions, please contact me at (757) 346-3078 or Tommy.Catlett@vdot.virginia.gov.

Sincerely,



Tommy Catlett, P.E.
Area Land Use Engineer
Virginia Department of Transportation
Franklin Residency

Chart 3

Discontinuance Procedures Flow Chart

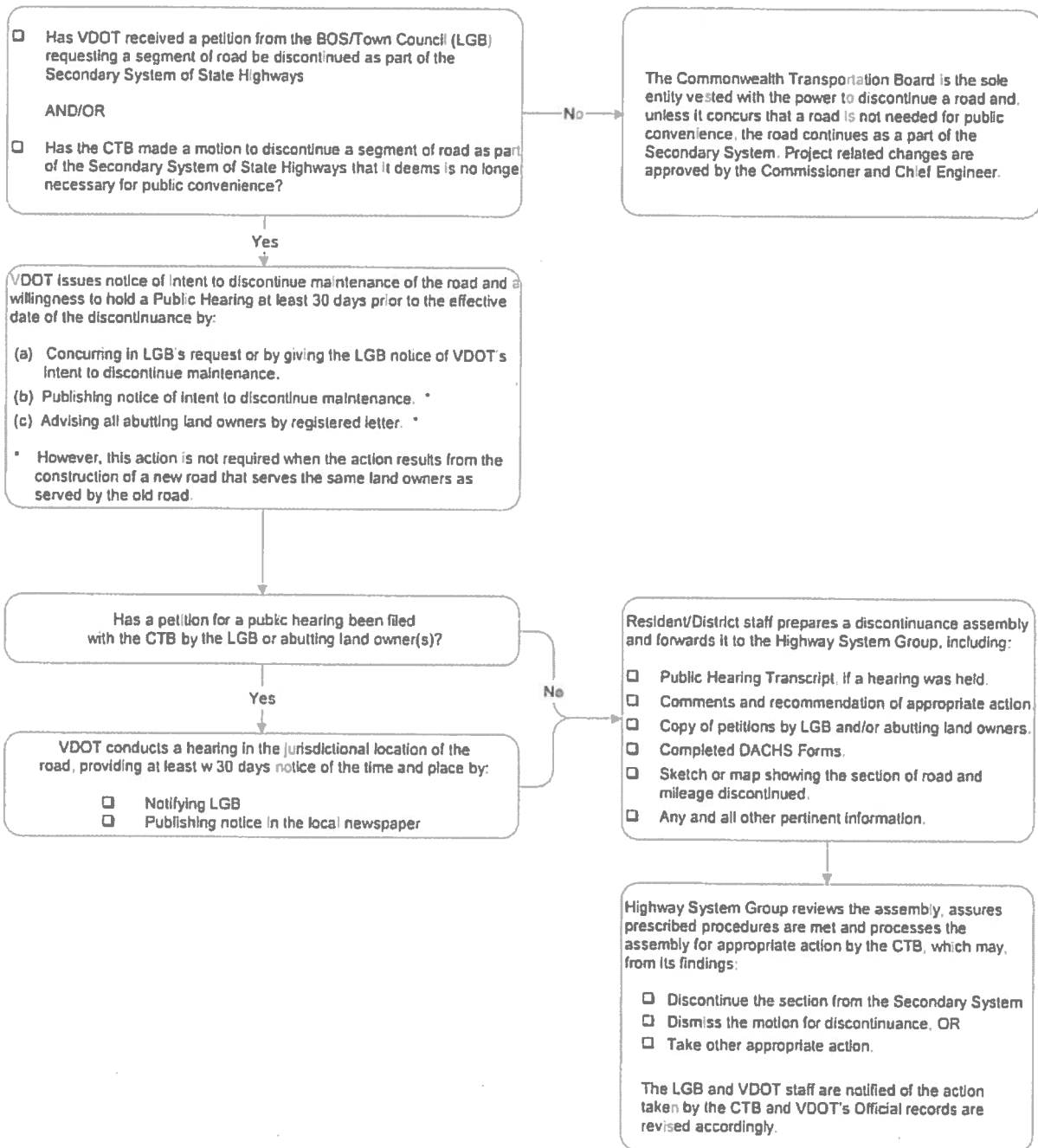
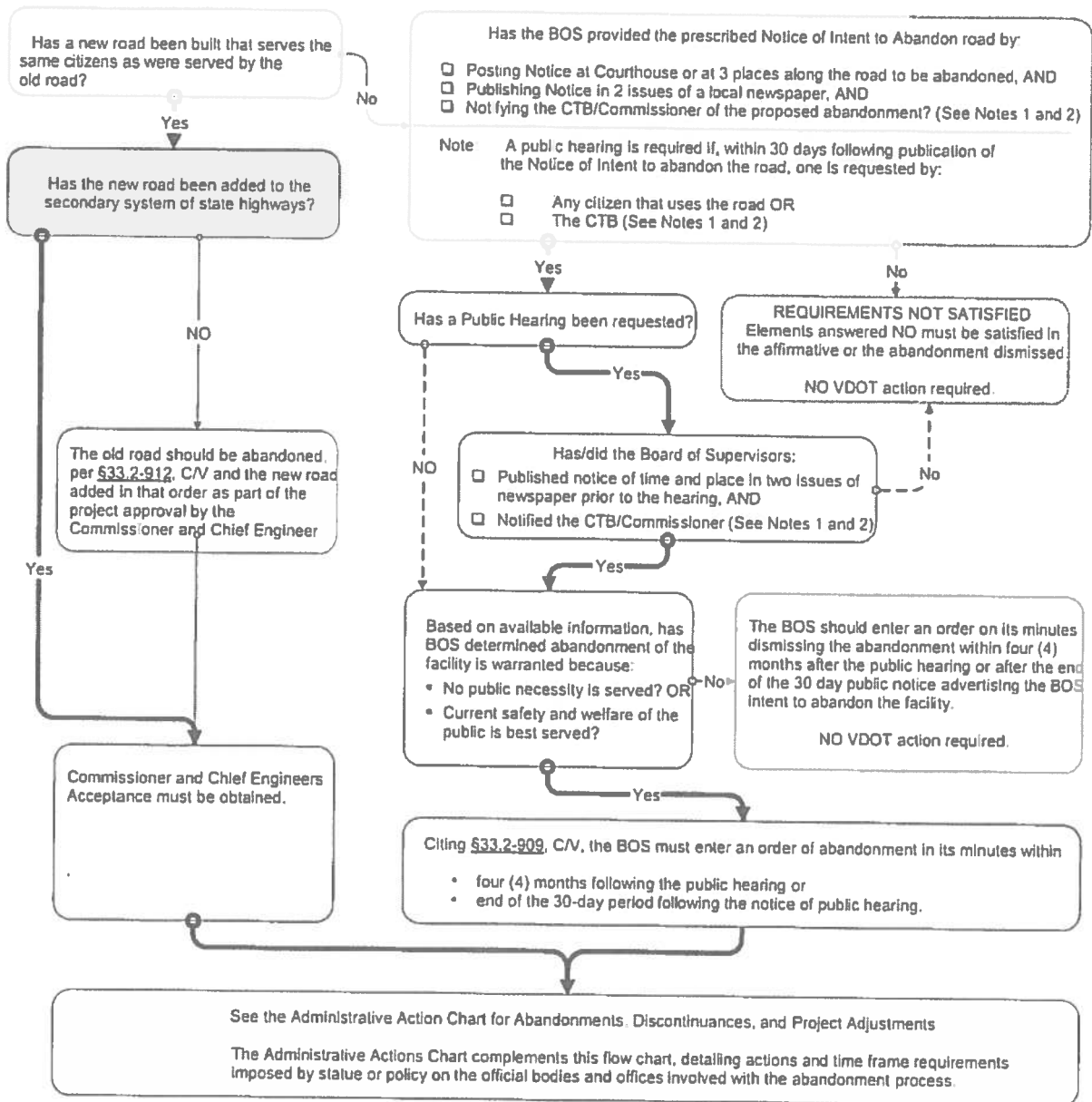


Chart 4

Abandonment Procedures Flow Chart





SUSAN R. SWECKER
CHAIRMAN

ROBYN M. DE SOCIO
EXECUTIVE SECRETARY

CRAIG BURNS
MARTHA MAVREDES
EX-OFFICIO MEMBERS

COMMONWEALTH OF VIRGINIA

Compensation Board

P.O. Box 710
Richmond, Virginia 23218-0710

July 12, 2016

EMAIL MEMORANDUM

TO: Constitutional Officers and Regional Jail Superintendents

FROM: Robyn M. de Socio, Executive Secretary

SUBJECT: Revenue Contingent Salary Increases and Career Development Program Funding

I write regarding salary increases planned for FY17 that were approved by the 2016 General Assembly contingent upon FY16 year-end revenue meeting or exceeding the threshold for a re-forecast pursuant to §2.2-1503.3, Code of Virginia. A re-forecast is required when fiscal year-end general fund revenues fall 1.0 percent or more below official estimates.

The State Comptroller submitted a report to the Governor on Friday, July 8, 2016 on the preliminary results of revenue collections for fiscal year 2016. The data indicate that total individual income, corporate income and sales tax collections were 1.8 percent below the official budget estimates for the year. Since FY16 year-end revenues were not sufficient to avoid a re-forecast, revenue contingent salary increases cannot go forward pending additional budgetary actions to address the revenue shortfall.

As we have communicated previously, the following salary increases were approved with revenue contingencies, and as a result of the recent announcement regarding a revenue shortfall cannot go forward at this time:

- Salary increases effective December 1, 2016 for all Constitutional Officers and their Compensation Board funded permanent employees of 2%, subject to locality certification that the individuals will receive the pay increase;
- Salary increases effective January 1, 2017 to address salary compression in Sheriffs' offices and Regional Jails, increasing the base salary of each sworn officer with three or more years of continuous service in a Compensation Board funded position by \$80 for each full year of service, up to a maximum of thirty years, and increasing the base salary of each non-sworn staff position with three or more years of continuous service in a Compensation Board funded position by \$65 for each full year of service, up to a maximum of thirty years;

- Career Development Program salary increases approved by the Compensation Board effective December 1, 2016 for newly funded participants previously qualified and awaiting funding.

Note that Constitutional officers were notified by the Compensation Board with individual letters in May, 2016 of which officers and deputies were approved to receive the newly approved Career Development Program salary increases effective December 1, 2016 contingent upon revenues. Future action by the Compensation Board is anticipated to rescind these approvals given the recent notice regarding year-end revenues not meeting required thresholds.

Please contact your Compensation Board Technician, Customer Service Manager Charlene Rollins, Budget Manager Charlotte Lee, or me if you have any questions.

- c: City Managers and County Administrators
Compensation Board Members and Staff
The Honorable Nancy Rodrigues, Secretary of Administration
Banci Tewolde, Department of Planning and Budget
Reginald Thompson, Department of Planning and Budget
John W. Jones, Virginia Sheriffs' Association
Jane S. Chambers, Commonwealth's Attorneys' Services Council
Alan D. Albert, LeClair Ryan PC
Madeline Abbitt, Abbitt Consulting
Ron Jordan, Advantus Strategies
John "Chip" Dicks, Future Law LLC
Mike Edwards, Kemper Consulting
Janet Areson, Virginia Municipal League
Dean Lynch, Virginia Association of Counties

RISK REVIEW TEAM

Risk Review Teams can be invaluable to the safety program by providing the active participation and cooperation of many key people in the organization. They can be very productive and effective. The difference between success and failure lies with the original purpose of the team, it's staffing and structure, and the support it receives while carrying out its responsibilities.

A risk review team is a group that aids and advises both management and employees on matters of safety and health pertaining to company operations. In addition, it performs essential monitoring, educational, investigative, and evaluative tasks.

Formation of the risk review team:

1. Members should represent daily work activities;
2. Both employee and employer representatives should be on the team;
3. The team may be chaired by the safety director, one member, or co-chaired by more than one;
4. Membership on the team should rotate on a periodic basis (annually);

Duties of the risk review team:

1. Conduct regularly scheduled and documented team meetings;
2. Assist in development and implementation of safety programs;
3. Actively participate in safety and health training programs;
4. Conduct hazard recognition inspections of the workplace on a regular basis;
5. Review and evaluate hazard recognition reports;
6. Review all incident investigation reports;
7. Review all employee reporting and communications reports;
8. Inform management of proposed safety and health recommendations and improvements;
9. Monitor and evaluate the effectiveness of safety and health recommendations and improvements;
10. Compile and distribute safety and health information to employees; and
11. Monitor federal, state, and local worker related laws and regulations.

Agenda of the risk review team meetings:

1. Review minutes of previous meetings;
2. Discuss unfinished business from last meeting;
3. Report on actions taken by management as a result of previous suggestions;
4. Review incident investigation reports;
5. Review hazard recognition reports;
6. Review employee reporting and communication reports; and
7. Report suggestions on safety and health hazards to management.

RISK REVIEW TEAM

DISTRIBUTION: (Department bulletin boards, Team Members, Team File, VACORP Safety Engineers, and anyone else, that you feel should receive a copy)

DATE: Date of the Meeting

ATTENDEES: List all who attended the meeting.

Incident Review:

- Review all Incident Investigation Reports.
- Identify corrective action in preventing similar future incidents.
- **IN BIG/BOLD LETTERING PROVIDE ANY REMINDERS/SAFETY SUGGESTIONS FOR SAFE WORK PRACTICES**

Old Business:

- Review minutes from previous meeting and identify any areas that need continuing attention.

New Business:

- Review departmental and any other safety surveys.
- Plan and organize training and/or safety awareness events.
- Open forum on safety

Date and location of next meeting:

RISK REVIEW TEAM MINUTES

Entity: _____

Date: _____

Time: _____

Attendees:

- | | |
|----------|-----------|
| 1. _____ | 7. _____ |
| 2. _____ | 8. _____ |
| 3. _____ | 9. _____ |
| 4. _____ | 10. _____ |
| 5. _____ | 11. _____ |
| 6. _____ | 12. _____ |

Incident Reviews: (Include suggestions for safe work practices that would have prevented each incident)

- 1. _____

- 2. _____

- 3. _____

- 4. _____

RISK REVIEW TEAM MINUTES

Old Business: (Please note completed & outstanding recommendations)

- 1. _____

- 2. _____

- 3. _____

- 4. _____

New Business:

- 1. _____
- 2. _____
- 3. _____

Date/Time/Location of next meeting:

Time adjourned: _____

Team Chairman Signature

Additional Notes:

RISK REVIEW TEAM MEETING

AGENDA

1. Define team objectives and procedures.
2. Select a chairperson and secretary (take minutes).
3. Review all Incident Investigation Reports.
 - a. Identify corrective action in preventing similar future incidents.
4. Review departmental and any other safety surveys.
5. Advise employees of any upcoming training or safety awareness events.
6. Open forum on Safety.
7. Set date and time for next meeting.

RESPONSIBILITIES AND DUTIES

MANAGEMENT

Responsibilities:

1. Safety begins with management commitment and participation.
2. We will set goals, establish accountability, and become involved.
3. A poor safety record is a management problem.
4. Establish, implement, and maintain the company safety program.

Duties:

1. Communicate safety commitment and policy.
2. Attend company safety functions.
3. Review accident reports and safety activity.
4. Make needed appropriations.
5. Set a good example.

SAFETY DIRECTOR

Responsibilities:

1. Someone must be responsible for the program.
2. In some cases, a risk review team will be used to schedule a block of time to devote to safety activity.

Duties:

1. Develop written safety policies and procedures;
2. Coordinate activities with safety committee;
3. Inform management of proposed safety and health recommendations;
4. Compile and distribute safety and health information to employees;
5. Provide safety training for employees, supervisors, and managers;
6. Arrange for training of new employees;
7. Conduct routine workplace safety inspections;
8. Assist supervisors with incident investigation reports and analyze findings;
9. Review workers' compensation claims;
10. Monitor and evaluate the effectiveness of safety and health programs;
11. Assure compliance with government regulations; and
12. Prepare progress reports on programs for management and risk review team.

RESPONSIBILITIES & DUTIES (continued)

SUPERVISORS

Responsibilities:

1. Supervisors have a direct responsibility for their employees.
2. They will help build safety into the work process and be alert for safety and health problems.

Duties:

1. Train new employees.
2. Re-train present employees.
3. Make department inspections.
4. Prepare incident investigation reports.
5. Enforce safety rules.
6. Correct unsafe acts and conditions.

EMPLOYEES

Responsibilities:

1. Workers must learn the hazards of their jobs and abide by safety rules.
2. The program requires the entire support of those it was designed to protect.

Duties:

1. Abide by all safety rules.
2. Report all hazardous conditions or concerns.
3. Communicate safety to fellow employees.
4. Make suggestions to help improve safety.

SUSSEX COUNTY

FINANCIAL STATEMENTS

SUBMITTED BY ONNIE L. WOODRUFF, TREASURER

JULY 31, 2016

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2 - 2	BANK RECONCILIATION
3 - 6	LANDFILL TIPPING FEES
7 - 7	999 TREAS. ACCT - 4 YR. COMP. BAL SHEET
8 - 9	BAL SHEETS - GEN FUND(100)
10 - 10	REVENUE/EXPENSE SUMMARY BY FUND
11 - 13	LANDFILL REVENUE SUMMARY - 10 YR REPORT
14 - 16	GEN FUND(100) REVENUE SUMMARY BY MAJOR
17 - 18	GEN FUND(100) EXPENDITURE SUMMARY BY DEPT
	CIF(302) DETAIL REVENUE/EXPENSE SUMMARY

Blank



TREASURER'S OFFICE

ONNIE L. WOODRUFF
TREASURER
15074 COURHOUSE ROAD

SUSSEX COUNTY
P.O. BOX 1399
SUSSEX, VA. 23884

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

August 8, 2016

The Honorable Keith Blowe, Chairman
Board of Supervisors and Administration
County of Sussex
P.O. Box 1397
Sussex, Va. 23884

Re: Financial reports for month ending July 31, 2016 and recommended actions for board's consideration:

Dear Mr. Blowe, Board Members and County Administration:

My report to you on July 21, 2016 during your regular board meeting included the two following recommendations for your consideration:

1. On a cash basis, the general fund ended with a balance of \$4.008 million dollars for FYE 2016 which was an increase of \$82,000 over last year's balance on June 30, 2015. To better monitor your cash flow and also increase your reserve fund. I recommended that **you consider appropriating and transferring \$700,000 from the general fund to the RCPF (135)**. This would increase your reserve fund up to \$3.575 million dollars, while still maintaining a good general fund operating balance of over \$3.308 million dollars.
2. The uncompleted appropriated general Capital Projects in fund (302) were not re-budgeted for FYE2017 nor could the unexpended appropriated balances of these projects be encumbered through our general ledger system for FYE2017. Therefore, it is recommended that **the unexpended capital project balances for FYE2016 be encumbered with a budget appropriation for FYE2017 as follows:**

Acct. # 100 93100 0305 Trf to Mega-Site fr Gen Fd Loc Cont.	\$ 67,000
Acct. # 100 21400 1225 214 210 GIS system Planning	53,752
Acct. # 302 91300 0001 Fire Truck	400,000
Acct. # 302 94250 8212 New Radio System Communication	1,166,261
Acct. # 302 94400 8212 Renov/Repair Bldg/Clk., Tr. & COR	249,317
Acct. # 302 94400 8216 Hist. Courthouse Roof Replacement	14,797
Acct. # 305 91400 0101 Meg Site Prof. Serv. Tobacco Com. Grt	<u>673,518</u>

Total encumbered appropriations

\$2,624,645

Drug and Asset Forfeiture proceeds for Sussex are allocated through the Courts and the Department of Criminal Justice system to the Sheriff and Commonwealth Attorney's Offices under the Drug Forfeiture Fund. There is a standing resolution that authorizes the Treasurer to receipt and appropriate all receipts and beginning balances for Drug and Asset Forfeiture proceeds and Dare Contributions through the fiscal year to allow for proper internal controls, reporting and tracking purposes. The total beginning 2016 fiscal balance for the Drug Fund was \$9,482.85 and the total proceeds collected were \$6,955.38 for a total appropriation of \$16,438.23 for the fiscal year. **Please appropriate the \$16,438.23 drug forfeiture proceeds and beginning balances for fiscal FYE2016 and further authorize the Treasurer to continue appropriating all proceeds and beginning balances for the Drug Forfeiture funds and the Dare funds.** There were no receipts or beginning balances for the Dare program for FYE2016.

The items listed in blue text are the items that you may wish to consider taking action on at your August regular meeting.

Thank you and should you have any questions, please give me a call.

Respectfully,



Onnie L. Woodruff

Treasurer of Sussex County

Page # 1



TREASURER'S OFFICE

ONNIE L. WOODRUFF
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 July 31, 2016.

BB&T #201- SUSSEX, VA

Bank Balance - Money Market Checking-----	\$3,179,398.66	
Plus Cr Card Chg - June 2016 - in bank, not in office-----JE---		
Plus Bank Svc Chg - June 2016 - in bank, not in office---JE---	733.80	
Plus Deposits in Transit - in office, not in bank-----		
Plus Cr Card Deposits in Transit - in office, not in bank-----		
Less ACH Payroll Return - in bank, not in office-----		
Less Outstanding Checks not cleared bank-----	(596,872.63)	
Less Deposits in Transit - in bank, not in office-----		
Less Bank Encoding Error -----		
Less Cr Card Deposits in Transit - in bank, not in office-----		\$2,583,259.83

BSV #301- STONY CREEK, VA

Bank Balance-----	\$34,507.30	
Plus Bank Svc Chg - June 2016 - in office, not in bank-----	8.30	
Less Deposits in Transit - in bank, not in office-----		
Less Deposits in Transit - int earned, in bank, not in office---	(1.32)	34,514.28

EVB #401- WAVERLY, VA

Bank Balance-----	\$17,002.67	
Less Deposits in Transit - in bank, not in office-----		
Less Deposits in Transit - int earned, in bank, not in office---	(12.73)	16,989.94
Investments and CD's-----		
#30342048 - EVB #451		\$2,210,398.24

QZAB -05 #701 Investment Balance----- 658,511.13

QZAB -06 #702 Investment Balance----- 1,099,466.92

LGIP INVESTMENT #803 Investment Balance----- 4,575,309.75

TOTAL IN BANKS REC W/GL----- \$11,178,450.09

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.

kbe

Respectfully submitted:

Onnie L. Woodruff, Treasurer

Page 2

DATE	FOR	RATE/TON	RATE/TON	CO USED	TOTAL	CONSENT FEE	CONSENT FEE	CONSENT FEE	BASE	NOTES
REC'D	MONTH	0.00	NET/TON	TONS	REVENUE	ESCROW FUND	BRAMBLES CR	BRAMBLES CR	RENT	
DATE	FOR	RATE/TON	0.00	TONS	REV. Bud 4.8 mil	CONSENT FEE	CONSENT FEE	CONSENT FEE	RENT	Ave need
REC'D	MONTH	0.00	0.00	TONS	REV. Bud 4.8 mil	ESCROW FUND	BRAMBLES CR	BRAMBLES CR	RENT	& Bal of Bud.
7/22/2015	June 2016	\$3.98	109.626.48	846.06	\$436,313.39					\$383,333.33
8/21/2015	July 2016	\$3.98			\$0.00					\$378,516.96
9/22/2015	Aug. 2016	\$3.98			\$0.00					\$378,516.96
10/21/2015	Sept. 2016	\$3.98			\$0.00					\$378,516.96
11/20/2015	Oct. 2016	\$3.98			\$0.00					\$378,516.96
12/21/2015	Nov. 2016	\$3.98			\$0.00					\$378,516.96
1/20/2016	Dec. 2016	\$3.98			\$0.00					\$378,516.96
CPI Increase										
2/19/2016	Jan. 2017	\$3.98			\$0.00					\$378,516.96
3/25/2016	Feb. 2017	\$3.98			\$0.00					\$378,516.96
4/22/2016	Mar. 2017	\$3.98			\$0.00					\$378,516.96
5/21/2016	Apr. 2017	\$3.98			\$0.00					\$378,516.96
6/24/2016	May 2017	\$3.98			\$0.00					\$378,516.96
AC TOT FYE 2017 Bud \$4,600,000					109,626.48	846.06	\$436,313.39	0.00	0.00	\$4,163,686.61
G TOTAL PROJ					30,370,062.89	182,524.15	119,606,755.61	4,768,264.00	5,192,300.00	5,480,000.10

Current Conditions of Agreement and CUP

1. Tenant shall build a total of 10 collections sites
2. Current County Capacity 800,000 tons
3. Landfill Current Lease 1,315 Acres
4. May 2014, Reimbursement for inspections increase to \$225,000/year and increases \$25,000 per 5 year increments
5. Escrow Agreement: Escrow account/bond/letter \$5,000/acres with a max. of \$1,000,000 with interest earning to a gross max. of \$2,000,000
 Amendment to Escrow Agreement allows for additions deposits of \$5,000/acres over 200 acres of landfill used with no maximum accumulation.

Note: Sup. Rent ended 12/02

FUND # -999 TREASURER'S ACCOUNTABILITY FUND
GL070C

MAJOR#	DESCRIPTION	FY/2014 Bal. Sheet 2013/07 Thru 2013/07	FY/2015 Bal. Sheet 2014/07 Thru 2014/07	FY/2016 Bal. Sheet 2015/07 Thru 2015/07	FY/2017 Bal. Sheet 2016/07 Thru 2016/07
000000-0000	TREASURER'S ACCOUNTABILITY FUND	.00	.00	.00	.00
	TREASURER'S ACCOUNTABILITY FUND	.00	.00	.00	.00
	ASSETS				
000100-0000	Cash in Office - Treasurer	600.00	600.00	600.00	600.00
000100-0101	BB&T - MM Checking	3,527,673.86	2,869,516.60	1,768,326.01	2,583,259.83
000100-0251	BB&T - CD's	.00	.00	.00	.00
000100-0252	BB&T - Repos	.00	.00	.00	.00
000100-0301	BSV - MM Checking	25,083.49	235,008.48	434,771.72	34,514.28
000100-0351	BSV - CD's	.00	.00	.00	.00
000100-0352	BSV - Repos	.00	.00	.00	.00
000100-0401	BSS - MM Checking	138,605.24	1,356,880.09	212,861.36	16,989.94
000100-0451	BSS - CD's	7,105,834.03	6,104,668.55	6,127,325.28	2,210,398.24
000100-0452	BSS - Repos	.00	.00	.00	.00
000100-0701	Bank of America QZAB Acct	444,155.32	513,899.34	585,339.40	658,511.13
000100-0702	Bk of America QZAB 06 Escrow	706,452.99	834,339.16	965,321.74	1,099,466.92
000100-0803	LGIP - Investments	5,054,727.82	2,059,872.35	3,564,084.24	4,575,309.75
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	285.46	269.43	614.23	.00
	ASSETS	17,003,418.21	13,975,054.00	13,659,243.98	11,179,050.09
	TOTAL ASSETS	17,003,418.21	13,975,054.00	13,659,243.98	11,179,050.09
	FUND EQUITY	3,970,246.21	3,988,389.54	3,819,079.89	2,983,425.22
000300-0100	General Fund	.00	2,272.00	.00	.00
000300-0105	VPA Fund	28,017.41	227,929.30	129,282.11	116,494.94
000300-0110	CSA Fund	.00	.00	.00	.00
000300-0115	BJA Trust Fund	9,783.58	.00	.00	.00
000300-0120	IPR Loan Program Fund	53,886.00	45,962.79	41,998.36	44,194.30
000300-0121	IPR Program Income Fund (11/02)	.00	.00	.00	.00
000300-0122	Disaster Recovery Relief Fund	39,240.36	43,576.66	49,338.99	53,404.99
000300-0123	CDBG Housing Program	.00	.00	.00	.00
000300-0124	Sussex Gardens Proj FD (Revl FD)	20,730.33	20,803.26	16,181.45	12,105.16
000300-0125	Drug Forfeiture Fund	8,042,966.23	6,785,116.99	2,367,491.31	2,875,305.02
000300-0135	Reserve for CP and DS	.00	.00	.00	.00
000300-0140	Criminal Justice Reserve Fund	25,651.96	26,208.18	26,804.93	27,458.83
000300-0201	Law Library Fund	534,767.52	716,315.55	704,868.64	714,538.05
000300-0251	School Fund	84,456.99	52,317.91	74,288.48	30,875.11
000300-0252	School Food Services Fund	3,709.91	450.71	3,481.76	4,274.13
000300-0253	Summer Food Service Fund	388,508.47	224,244.92	315,573.39	262,713.35
000300-0254	Title and Grant fund	166,554.01	40,066.82	99,905.17	189,721.02
000300-0255	School Textbook Fund	221.09	.00	.00	.00
000300-0256	Smart Beg.Early Childhood Dev	.00	.00	.00	.00

*See note 1.below

*Note 1. Debt Service is now being paid out of the General Fund instead of the RCPF (135). \$728,607 debt service was paid in July. This is the major difference between July's balance of 2016. This will give you better understanding of the county's cash flow on a regularly

BALANCE SHEET - COMPARATIVE PERIODS
2013/07 - 2016/07

FUND #-999 TREASURER'S ACCOUNTABILITY FUND

MAJOR#	DESCRIPTION	FY/2014 Bal. Sheet 2013/07 Thru 2013/07	FY/2015 Bal. Sheet 2014/07 Thru 2014/07	FY/2016 Bal. Sheet 2015/07 Thru 2015/07	FY/2017 Bal. Sheet 2016/07 Thru 2016/07
000300-0301	School Capital Projects Fund	241,647.05-	230,543.05-	230,688.05-	197,869.05-
000300-0302	General Capital Projects Fund	354,137.38-	35,866.04-	3,663,670.79-	1,365,434.77-
000300-0303	Elementary School Capital Proj Fund	2,194,424.49-	6,300.00-	.00	.00
000300-0305	Mega Site - Industrial Park Fund	.00	18,372.50	6,574.79	54,195.62
000300-0306	Cabin Point - Industrial Park Fund	.00	.00	47,049.58	9,723.89
000300-0307	Henry - Industrial Park Fund	.00	.00	.00	.00
000300-0723	Robert Mitchell Scholarship Fund	29,220.17-	26,882.17-	27,018.17-	26,449.17-
000300-0724	Wav/Wak Rotary Scholarship Fund	26,894.86-	27,048.86-	22,665.86-	26,873.86-
000300-0725	RICHARD CLEMENTS MOORE III SCH FUND	28,253.83-	28,513.83-	29,180.83-	29,457.83-
000300-0726	Millard D. Stith Sch. Fund	58,164.00-	64,537.00-	72,886.00-	79,141.00-
000300-0733	Special Welfare Fund	2,034.94-	1,469.73-	2,058.29-	1,513.97-
000300-0135-200	Restricted Res for Elem Loans	.00	.00	.00	.00
	FUND EQUITY	15,462,603.03-	12,120,584.21-	11,384,273.88-	8,744,340.38-
	TOTAL PRIOR YR FUND BALANCE	15,462,603.03-	12,120,584.21-	11,384,273.88-	8,744,340.38-
	OTHER ACCOUNTS	1,060.65-	1,269.03-	1,288.68-	1,288.68-
000400-0000	Treasurer's Deferred Account	169.97-	6.45-	11.88-	27.63-
000400-0001	Cash Over and Short	.00	.00	2,379.71-	.00
000400-0011	Overpayments	9,403.35-	7,673.34-	11,337.88-	11,728.23-
000400-0012	Prepaid Taxes - PP	15,636.57-	22,902.42-	34,015.17-	33,202.12-
000400-0013	Prepaid Taxes - RE	57,595.58-	10,225.05-	66,415.64-	.00
000400-0014	Available PTR for Distrib \$1.093M	444,155.33-	513,899.34-	585,339.40-	658,511.13-
000400-0015	Escrow Acct. QZAB 2005	706,452.99-	834,339.16-	965,321.74-	1,099,466.92-
000400-0016	QZAB 2006 Escrow Acct.	62,610.00-	62,610.00-	62,610.00-	64,235.00-
000400-0021	Escrow Acct - Perf. Surety(ESCROW)	.00	.00	.00	.00
000400-0101	Commonwealth Current Credit Account	.00	.00	.00	.00
000400-0102	Commonwealth Current Debit Account	1,920.75-	.00	.00	.00
000400-0103	Commonwealth Cur C-DHCD In-Woodfued	.00	.00	.00	.00
000400-0104	Escrow Sheriff's Sales (SHSALE)	34,440.00	36,405.00	.00	.00
000400-0150	Health Insurance Cont. Fund (HINS)	1,264,565.18-	1,416,519.79-	1,728,720.10-	1,868,459.71-
	OTHER ACCOUNTS	.00	.00	.00	.00
000401-0000	ESCROW ACCTS. RESERVED CIF ACCTS	230,000.00-	391,700.00-	500,000.00-	500,000.00-
000401-0101	Escrow for Fire Dept. Vehicles	46,250.00-	46,250.00-	46,250.00-	66,250.00-
000401-0102	Escrow for Rescue Vehicles	276,250.00-	437,950.00-	546,250.00-	566,250.00-
	ESCROW ACCTS. RESERVED CIF ACCTS	1,540,815.18-	1,854,469.79-	2,274,970.10-	2,434,709.71-
	OTHER EQUITY & ESCROW ACCTS	.00	.00	.00	.00
000500-0000	UNCOLLECTED TAXES - COUNTY	.00	.00	.00	.00
	UNCOLLECTED TAXES - COUNTY	.00	.00	.00	.00
	UNCOLLECTED TAXES - RE	.00	.00	.00	.00
000501-0000	Real Estate - 1990	.00	.00	.00	.00
000501-1990	Real Estate - 1991	.00	.00	.00	.00
000501-1991	Real Estate - 1992	.00	.00	.00	.00
000501-1992	Real Estate - 1993	725.28	.00	.00	.00

FUND # - 999 TREASURER'S ACCOUNTABILITY FUND
GL070C

MAJOR#	DESCRIPTION	FY/2014		FY/2015		FY/2016		FY/2017	
		Bal. Sheet 2013/07 Thru 2013/07	Bal. Sheet 2014/07 Thru 2014/07	Bal. Sheet 2015/07 Thru 2015/07	Bal. Sheet 2016/07 Thru 2016/07				
000501-1994	Real Estate - 1994	1,301.37	978.07	.00	.00				
000501-1995	Real Estate - 1995	1,329.30	1,006.00	505.75	.00				
000501-1996	Real Estate - 1996	1,479.28	1,130.11	546.22	238.74				
000501-1997	Real Estate - 1997	1,683.35	1,301.84	663.87	260.84				
000501-1998	Real Estate - 1998	2,412.03	2,009.04	734.82	324.96				
000501-1999	REAL ESTATE - 1999	2,897.28	2,232.48	877.44	360.60				
000501-2000	Real Estate - 2000	3,776.28	2,905.80	1,009.20	390.60				
000501-2001	Real Estate - 2001	4,399.54	3,149.47	1,147.87	477.60				
000501-2002	Real Estate - 2002	5,599.63	4,033.47	1,665.23	631.15				
000501-2003	Real Estate - 2003	5,900.57	4,375.03	1,727.06	651.95				
000501-2004	REAL ESTATE - 2004	6,430.37	4,763.85	1,751.75	657.80				
000501-2005	Real Estate - 2005	6,871.75	4,968.96	1,943.26	657.80				
000501-2006	Real Estate - 2006	8,035.60	4,922.72	1,996.80	461.28				
000501-2007	Real Estate - 2007	10,437.10	5,853.96	2,128.80	461.28				
000501-2008	REAL ESTATE - 2008	17,512.19	11,012.71	3,412.69	1,244.73				
000501-2009	RE - 2009	24,670.70	14,505.76	4,347.16	2,068.74				
000501-2010	Real Estate - 2010	40,092.50	20,000.53	6,073.69	3,673.41				
000501-2011	Real Estate - 2011	72,010.79	35,446.49	13,432.29	7,399.79				
000501-2012	Real Estate - 2012	165,038.73	73,527.34	25,095.62	14,614.49				
000501-2013	Real Estate - 2013	.00	164,363.74	58,076.03	22,642.33				
000501-2014	Real Estate - 2014	.00	.00	137,209.88	45,383.78				
000501-2015	Real Estate - 2015	.00	.00	.00	144,463.25				
000501-9999	Reserve - Real Estate Taxes	382,603.64	362,487.37	264,345.43	247,065.12				
000502-0000	UNCOLLECTED TAXES - RE	.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	19,005.80	.00	.00	.00				
000502-2009	PP - 2009	19,368.55	17,889.55	.00	.00				
000502-2010	PP - 2010	22,852.99	18,258.07	15,971.98	.00				
000502-2011	PP - 2011	27,571.08	20,163.46	17,155.16	15,428.87				
000502-2012	PP - 2012	76,275.38	30,423.43	21,858.87	18,910.59				
000502-2013	PP - 2013	.00	284,173.54	22,397.72	14,874.18				
000502-2014	PP - 2014	.00	.00	84,487.82	34,530.35				
000502-2015	PP - 2015	.00	.00	.00	134,911.45				
000502-9999	Reserve - PP Taxes	165,073.80	370,908.05	161,871.55	218,655.44				
000503-0000	UNCOLLECTED TAXES - PP	.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				

7/31/2016 Onnie L. Woodruff, Treasurer

SUSSEX COUNTY

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BALANCE SHEET - COMPARATIVE PERIODS
2013/07 - 2016/07

FUND # - 999 TREASURER'S ACCOUNTABILITY FUND
3L070C

MAJOR#	DESCRIPTION	FY/2014 Bal. Sheet 2013/07 Thru 2013/07	FY/2015 Bal. Sheet 2014/07 Thru 2014/07	FY/2016 Bal. Sheet 2015/07 Thru 2015/07	FY/2017 Bal. Sheet 2016/07 Thru 2016/07
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	58.63	.00
000503-2015	PSC - 2015	.00	.00	58.63	.00
000503-9999	Reserve - PSC Taxes	.00	.00	.00	.00
	UNCOLLECTED TAXES - PSC	.00	.00	.00	.00
000504-0000	UNCOLLECTED BUSINESS LICENSE	.00	.00	.00	.00
000504-2015	BL - 2015	.00	.00	6.56	.00
000504-2016	BL - 2016	.00	.00	.00	241.68
000504-9999	Reserve for Buisness License	.00	.00	6.56	241.68
	UNCOLLECTED BUSINESS LICENSE	.00	.00	.00	.00
000520-0000	DMV REGISTRATION WITHHOLDING FEES	.00	.00	.00	.00
000520-0001	DMV Withholding Fees Receivable	7,381.00	10,099.64	6,760.00	12,411.70
000520-9999	Reserve for DMV Withholding Fees	7,381.00	10,099.64	6,760.00	12,411.70
	DMV REGISTRATION WITHHOLDING FEES	.00	.00	.00	.00
000521-0000	UNCOLLECTED ADMINISTRATIVE FEES	.00	.00	.00	.00
000521-0001	Administrative Fees Receivable	11,049.62	15,109.00	10,200.78	16,977.63
000521-9999	Reserve for Administrative Fees	11,049.62	15,109.00	10,200.78	16,977.63
	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	5,558.02	.00	.00	.00
000601-2013	State Income Tax - 2013	.00	7,807.73	.00	.00
000601-2014	State Income Tax - 2014	.00	.00	15,737.70	.00
000601-2015	State Income Tax - 2015	.00	.00	.00	12,207.88
000601-9999	Reserve - State Income	5,558.02	7,807.73	15,737.70	12,207.88
	UNCOLLECTED TAXES - SI	.00	.00	.00	.00
000702-0000	IPR Loan Payments Receivable	1,751.00	2,114.87	2,955.36	3,124.35
000702-9999	Reserve for IPR Loan Payments	1,751.00	2,114.87	2,955.36	3,124.35
	IPR Loan Payments Receivable	.00	.00	.00	.00
000703-0000	CDBG Loan Payments Receivable	228.55	25.00	357.00	971.00
000703-9999	Reserve for CDBG Loan Payments	228.55	25.00	357.00	971.00
	CDBG Loan Payments Receivable	.00	.00	.00	.00

FUND # - 100 GENERAL FUND

BALANCE SHEET

7/31/2016

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUS BALANCE	DEBIT	CREDIT	ENDING BALANCE
GENERAL FUND					
ASSETS					
100-0100	Cash With Treasurer	4,950,077.30		1,966,652.08-	2,983,425.22
	ASSETS	4,950,077.30		1,966,652.08-	2,983,425.22
OTHER ASSETS AND RESERVES					
101-0050	Revl & Ln Due From Other Funds				
101-0051	Due From School Fund				
101-0235	Reserve for IDA Lease Agreement			370,000.00-	1,019,581.25
101-0236	Reserve for VPSA99 Bonds High Sch.				3,612,703.00
101-0237	Res for Literary Loan - High School				4,201,514.00
101-0238	Res for Literary Loan - Mid Sch 07				1,109,742.50
101-0239	Res for IDA QZAB Bond Deposit				3,640,000.00
101-0240	Reserve for VPSA 2012 Bond Elem Sc			230,000.00-	529,167.76
101-0241	Woodfuel Loan Receivable(DHCD Loan			18,722.15-	24,583.37
101-0600	Commonwealth PTR avail. for distr.				
101-0900	Accrued Accounts Receivable				
101-0901	Reversion Due From School Fund				
OTHER ASSETS AND RESERVES					
	TOTAL ASSETS	14,756,014.03		618,722.15-	14,137,291.88
	LIABILITIES	19,706,091.33		2,585,374.23-	17,120,717.10
200-0000	Clearing Account - Payroll		249,124.93		
200-0100	Clearing Account - Accounts Payabl		668,177.89		
200-0200	IDA Lease Payable			249,124.93-	
200-0235	VPSA99 Bonds Payable - High Sch			668,177.89-	
200-0236	Literary Loan Pay - High Sch.				1,019,581.25-
200-0237	Literary Loan Pay - Middle Sch 07				3,612,703.00-
200-0238	IDA QZAB Bond Deposit Payable				4,201,514.00-
200-0239	VPSA 2012 Bond Payable - Elem Sch.				1,109,742.50-
200-0240	DHCD Loan Payable (Woodfuel)		230,000.00		3,640,000.00-
200-0241	Clearing Account - Jurors		18,722.15		529,167.76-
200-0300	Commonwealth PTR outstanding bal.			24,583.37-	24,583.37-
200-0600	Accrued Accounts Payable				
200-0900	LIABILITIES	1,536,024.97		15,673,316.85-	14,137,291.88-
	TOTAL LIABILITIES	1,536,024.97		15,673,316.85-	14,137,291.88-
FUND EQUITY					
300-0100	Fund Balance				4,008,355.50-
	FUND EQUITY				4,008,355.50-
	TOTAL PRIOR YR FUND BALANCE				4,008,355.50-
	TOTAL REVENUE				924,881.56-
	TOTAL EXPENDITURE				924,881.56-
	TOTAL CURRENT FUND BALANCE				1,949,811.84
	TOTAL LIABILITIES AND FUND BALANCE	3,485,836.81	20,606,553.91-		17,120,717.10-
					Exp: over
					Rev.

7/31/2016 *GL060B* Onnie L. Woodruff, Treasurer

SUSSEX COUNTY
REVENUE SUMMARY BY FUNDS
7/01/2016 - 7/30/2016

PAGE #

-FUND SUMMARY-

ACCT#	DESCRIPTION	BUDGET AMOUNT	APPR. AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	BALANCE	% REMAIN.
100	REVENUE - GENERAL FUND	21,675,558.00	21,675,558.00	924,881.56	924,881.56	20,750,676.44	95.73
105	REVENUE - VPA/DSS FUND	2,099,652.00	2,099,652.00	154,383.01	154,383.01	1,945,268.99	92.64
110	REVENUE - CSA FUND	725,000.00	725,000.00	16,210.75	16,210.75	708,789.25	97.76
121	REV. - IPR PROG. INCOME FD (11/02)	.00	.00	189.87	189.87	189.87	100.00
123	REV - CDEG HOUSING PRG (4/09)	.00	.00	347.00	347.00	347.00	100.00
201	REVENUE - LAW LIBRARY FUND	.00	.00	65.20	65.20	65.20	100.00
251	REVENUE - SCHOOL FUND	15,801,426.00	15,801,426.00	527,565.05	527,565.05	15,273,860.95	96.66
252	REVENUE - SCHOOL FOOD SERVICES FUND	922,110.00	922,110.00	35,539.04	35,539.04	886,570.96	96.14
253	REVENUE - SUMMER FOOD SERVICES FUND	.00	.00	4,381.62	4,381.62	4,381.62	100.00
254	REVENUE - TITLE & GRANT FUND	1,539,212.00	1,539,212.00	73,666.20	73,666.20	1,465,545.80	95.21
255	REVENUE - SCH. TEXTBOOK FUND	109,780.00	109,780.00	5,799.84	5,799.84	103,980.16	94.71
302	REVENUE - CAPITAL PROJECT FUND	193,000.00	193,000.00	.00	.00	193,000.00	100.00
306	REVENUE - CABIN POINT INDUST. PARK	580,000.00	580,000.00	.00	.00	580,000.00	100.00
733	REVENUE - SPECIAL WELFARE FUND	.00	.00	610.00	610.00	610.00	100.00
	-- REVENUE TOTAL --	43,645,738.00	43,645,738.00	1,743,639.14	1,743,639.14	41,902,098.86	96.00

SUSSEX COUNTY
EXPENDITURE SUMMARY BY FUNDS
7/01/2016 - 7/30/2016

ACCT#	DESCRIPTION	BUDGET		CURRENT	Y-T-D	-FUND SUMMARY-		% REMAIN.
		AMOUNT	APPR.			ENCUMBRANCE	UNENCUMBERED	
100	EXPENDITURES - GENERAL FUND	21,675,558.00	21,675,558.00	1,949,811.84	1,949,811.84	.00	19,725,746.16	91.00
105	EXPENDITURES - VPA/DSS FUND	2,099,652.00	2,099,652.00	154,383.01	154,383.01	.00	1,945,268.99	92.64
110	EXPENDITURES - CSA FUND	725,000.00	725,000.00	78,177.71	78,177.71	.00	646,822.29	89.21
125	EXPENDITURES - DRUG FORFEITURE FD	.00	12,105.16	.00	.00	.00	12,105.16	100.00
251	SCHOOL FUND EXPENDITURES	15,801,426.00	15,801,426.00	382,044.08	382,044.08	.00	15,419,381.92	97.58
252	EXPENDITURES - SCHOOL FOOD SERV	922,110.00	922,110.00	7,730.65	7,730.65	.00	914,379.35	99.16
253	EXPENDITURES - SUMMER FS FUND	.00	.00	9,306.62	9,306.62	.00	9,306.62	100.00-
254	TITLE & GRANT REVOLVING FUND	1,539,212.00	1,539,212.00	63,276.63	63,276.63	.00	1,475,935.37	95.88
255	EXPENDITURES - TEXTBOOK FUND	109,780.00	109,780.00	.00	.00	.00	109,780.00	100.00
302	EXPENDITURES - CAPITAL PROJECT FD	193,000.00	193,000.00	.00	.00	.00	193,000.00	100.00
306	EXPENDITURES - CABIN POINT PARK	580,000.00	580,000.00	.00	.00	.00	580,000.00	100.00
724	EXPENDS. SUSSEX ENDOWM SCHSHP FD	.00	.00	1,500.00	1,500.00	.00	1,500.00	100.00-
726	EXP. - MILLARD & FLORENCE STITH FSF	.00	.00	1,000.00	1,000.00	.00	1,000.00	100.00-
733	EXPENDITURES - SPECIAL WELFARE FD	.00	.00	718.45	718.45	.00	718.45	100.00-
	-- EXPENDITURE TOTAL --	43,645,738.00	43,657,843.16	2,647,948.99	2,647,948.99	.00	41,009,894.17	93.93

Sussex County
Ten Year Landfill Revenue Summary
Onnie L. Woodruff, Treas

Pg # 10

MO. RECD	FYE2006	FYE2007	FYE2008	FYE2009	FYE2010	FYE2011	FYE2012	FYE2013	FYE2014	FYE2015	FYE2016	FYE2017	3Yr Ave.
July	852,144	819,849	812,429	699,620	558,173	599,541	629,481	471,147	490,908	480,391	501,253	436,313	490,850
August	787,376	830,151	803,179	712,021	577,545	509,002	597,953	445,265	489,118	716,69	454,641	429,103	457,621
July Adj									23,595				7,865
September	749,215	808,986	796,329	669,685	475,125	503,372	592,764	479,789	432,466	350,607	324,276		369,116
Aug Adj									10,179				3,393
October	699,786	752,231	715,269	683,656	500,954	545,971	514,347	408,069	401,828	399,043	308,871		369,914
Sept. Adj									20,337				6,779
November	712,291	889,097	790,715	670,320	481,954	567,260	476,176	430,052	405,430	382,450	334,371		374,084
December	689,609	798,459	714,193	537,570	455,412	541,780	415,797	534,057	322,278	335,460	339,298		332,346
January	665,109	650,791	667,328	504,874	449,831	479,350	441,254	488,614	343,461	389,239	390,132		374,277
February	724,022	713,718	719,697	486,201	437,417	484,712	432,349	542,928	377,628	403,443	342,709		374,593
March	690,792	582,539	632,047	449,975	419,355	472,753	404,675	403,559	317,919	290,654	341,827		316,800
April	798,204	790,823	739,381	507,925	493,043	586,694	403,647	426,530	338,922	459,688	389,559		396,056
May	748,483	799,360	711,795	544,548	507,140	572,823	441,761	480,225	390,339	544,490	360,063		431,631
June	814,725	768,332	724,680	518,084	571,595	578,670	458,093	473,070	399,471	508,752	400,137		436,120
Totals	8,931,755	9,204,335	8,827,042	6,984,479	5,927,545	6,441,927	5,808,297	5,583,306	4,763,878	4,999,574	4,461,599	436,313	4,741,684

Current Yr. Budget amou 4,600,000

ACCT#	DESCRIPTION	BUDGET AMOUNT	APPR. AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	BALANCE	UNCOLLECTED
999	REVENUE - GENERAL FUND						
10000	REVENUE FROM LOCAL SOURCES						
11000	GENERAL PROPERTY TAXES	5,015,926.00	5,015,926.00	22,142.09	22,142.09	4,993,783.91	99.55
11010	REAL PROPERTY TAXES	5,015,926.00	5,015,926.00	22,142.09	22,142.09	4,993,783.91	99.55
11010	REAL PROPERTY TAXES	689,852.00	689,852.00			689,852.00	100.00
11020	PUBLIC SERVICE CORP TAXES	689,852.00	689,852.00			689,852.00	100.00
11020	PUBLIC SERVICE CORP TAXES	2,311,318.00	2,311,318.00	10,800.89	10,800.89	2,300,517.11	99.53
11030	PERSONAL PROPERTY TAXES	2,311,318.00	2,311,318.00	10,800.89	10,800.89	2,300,517.11	99.53
11030	PERSONAL PROPERTY TAXES	21,481.00	21,481.00	189.20	189.20	21,291.80	99.11
11031	MOBILE HOME TAXES	21,481.00	21,481.00	189.20	189.20	21,291.80	99.11
11031	MOBILE HOME TAXES	21,481.00	21,481.00	131.00	131.00	8,869.00	98.54
11032	FIRE AND RESCUE TAXES	9,000.00	9,000.00	131.00	131.00	8,869.00	98.54
11032	FIRE AND RESCUE TAXES	9,000.00	9,000.00	3,481.32	3,481.32	1,284,258.32	100.27
11040	MACHINERY AND TOOLS TAXES	1,280,777.00	1,280,777.00	3,481.32	3,481.32	1,284,258.32	100.27
11040	MACHINERY AND TOOLS TAXES	1,280,777.00	1,280,777.00			120,000.00	100.00
11050	MERCHANTS CAPITAL TAXES	120,000.00	120,000.00			120,000.00	100.00
11050	MERCHANTS CAPITAL TAXES	120,000.00	120,000.00			197,755.54	94.84
11060	PENALTIES, INTEREST & TREAS ADM FEES	208,500.00	208,500.00	10,744.46	10,744.46	197,755.54	94.84
11060	PENALTIES, INTEREST & TREAS ADM FEES	208,500.00	208,500.00	10,744.46	10,744.46	197,755.54	94.84
	GENERAL PROPERTY TAXES	9,656,854.00	9,656,854.00	40,526.32	40,526.32	9,616,327.68	99.58
	OTHER LOCAL TAXES						
12000	OTHER LOCAL TAXES						
12010	LOCAL SALES USE AND TAXES	843,242.00	843,242.00	69,783.15	69,783.15	773,458.85	91.72
12010	LOCAL SALES USE AND TAXES	843,242.00	843,242.00	69,783.15	69,783.15	773,458.85	91.72
12020	CONSUMER UTILITY TAXES	95,000.00	95,000.00	8,259.37	8,259.37	86,740.63	91.30
12020	CONSUMER UTILITY TAXES	95,000.00	95,000.00	8,259.37	8,259.37	86,740.63	91.30
12030	BUSINESS LICENSE TAXES	79,630.00	79,630.00	2,690.71	2,690.71	76,939.29	96.62
12030	BUSINESS LICENSE TAXES	79,630.00	79,630.00	2,690.71	2,690.71	76,939.29	96.62
12040	FRANCHISE LICENSE TAXES						
12050	MOTOR VEHICLE LICENSES	190,053.00	190,053.00	2,084.68	2,084.68	187,968.32	98.90
12050	MOTOR VEHICLE LICENSES	190,053.00	190,053.00	2,084.68	2,084.68	187,968.32	98.90
12060	BANK STOCK TAXES	3,500.00	3,500.00			3,500.00	100.00
12060	BANK STOCK TAXES	3,500.00	3,500.00			3,500.00	100.00
12070	RECORDATION TAXES						
	OTHER LOCAL TAXES	1,211,425.00	1,211,425.00	82,817.91	82,817.91	1,128,607.09	93.16
13000	PERMITS, FEES AND LICENSES						
13010	ANIMAL LICENSES	8,000.00	8,000.00	119.00	119.00	7,881.00	98.51
3010	ANIMAL LICENSES	8,000.00	8,000.00	119.00	119.00	7,881.00	98.51
3030	PERMITS AND OTHER LICENSES	4,882,560.00	4,882,560.00	459,758.09	459,758.09	4,422,801.91	90.58
13030	PERMITS AND OTHER LICENSES	4,882,560.00	4,882,560.00	459,758.09	459,758.09	4,422,801.91	90.58
	PERMITS, FEES AND LICENSES	4,890,560.00	4,890,560.00	459,877.09	459,877.09	4,430,682.91	90.59
14000	FINES AND FORFEITURES						
14010	FINES AND FORFEITURES	795,600.00	795,600.00	75,255.29	75,255.29	720,344.71	90.54
14010	FINES AND FORFEITURES	795,600.00	795,600.00	75,255.29	75,255.29	720,344.71	90.54
	FINES AND FORFEITURES	795,600.00	795,600.00	75,255.29	75,255.29	720,344.71	90.54

7/31/2016 Onnie L. Woodruff, Treasurer
FUND # - 100 REVENUE

SUSSEX COUNTY
GENERAL FUND - REVENUE SUMMARY BY MAJOR SOURCE
 7/01/2016 - 7/30/2016

PAGE # 12

ACCT#	DESCRIPTION	BUDGET AMOUNT	APPR. AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	BALANCE	UNCOLLECTED
- COST SUMMARY -							
15000	REVENUE FROM USE OF MONEY/PROPERTY						
15010	REVENUE FROM USE OF MONEY	13,000.00	13,000.00	16,099.28	16,099.28	3,099.28	23.84
15010	REVENUE FROM USE OF MONEY	13,000.00	13,000.00	16,099.28	16,099.28	3,099.28	23.84
15020	REVENUE FROM USE OF PROPERTY	76,000.00	76,000.00	7,623.64	7,623.64	68,376.36	89.96
15020	REVENUE FROM USE OF PROPERTY	76,000.00	76,000.00	7,623.64	7,623.64	68,376.36	89.96
	REVENUE FROM USE OF MONEY/PROPERTY	89,000.00	89,000.00	23,722.92	23,722.92	65,277.08	73.34
16000	CHARGES FOR SERVICES						
16010	COURT COSTS	201,215.00	201,215.00	14,451.22	14,451.22	186,763.78	92.81
16010	COURT COSTS	201,215.00	201,215.00	14,451.22	14,451.22	186,763.78	92.81
16020	COMMONWEALTH'S ATTORNEY FEES	1,650.00	1,650.00	133.29	133.29	1,516.71	91.92
16020	COMMONWEALTH'S ATTORNEY FEES	1,650.00	1,650.00	133.29	133.29	1,516.71	91.92
16050	CHARGES FOR CORRECTION/DETENTION	3,800.00	3,800.00	739.67	739.67	3,060.33	80.53
16050	CHARGES FOR CORRECTION/DETENTION	3,800.00	3,800.00	739.67	739.67	3,060.33	80.53
16060	CHARGES FOR OTHER PROTECTION	1,600.00	1,600.00	150.00	150.00	1,450.00	90.62
16060	CHARGES FOR OTHER PROTECTION	1,600.00	1,600.00	150.00	150.00	1,450.00	90.62
16080	CHARGES FOR SANITATION/WASTE REMVL						
16160	CHARGES FOR COMMUNITY DEVELOPMENT	25,000.00	25,000.00			25,000.00	100.00
16160	CHARGES FOR COMMUNITY DEVELOPMENT	25,000.00	25,000.00			25,000.00	100.00
16210	CHG FOR CREDIT & DEBIT CARD USE	3,000.00	3,000.00	51.96	51.96	2,948.04	98.26
16210	CHG FOR CREDIT & DEBIT CARD USE	3,000.00	3,000.00	51.96	51.96	2,948.04	98.26
	CHARGES FOR SERVICES	236,265.00	236,265.00	15,526.14	15,526.14	220,738.86	93.42
18000	MISCELLANEOUS REVENUE						
18030	EXPENDITURE REFUNDS	50,000.00	50,000.00			50,000.00	100.00
18030	EXPENDITURE REFUNDS	50,000.00	50,000.00			50,000.00	100.00
18990	MISCELLANEOUS	19,500.00	19,500.00			18,134.98	92.99
18990	MISCELLANEOUS	19,500.00	19,500.00			18,134.98	92.99
	MISCELLANEOUS REVENUE	69,500.00	69,500.00	1,365.02	1,365.02	68,134.98	98.03
19000	RECOVERED COSTS	93,438.00	93,438.00	7,786.49	7,786.49	85,651.51	91.66
19000	RECOVERED COSTS	93,438.00	93,438.00	7,786.49	7,786.49	85,651.51	91.66
19020	RECOVERED COSTS - OTHER	171,500.00	171,500.00	10,970.73	10,970.73	160,529.27	93.60
19020	RECOVERED COSTS - OTHER	171,500.00	171,500.00	10,970.73	10,970.73	160,529.27	93.60
	RECOVERED COSTS	264,938.00	264,938.00	18,757.22	18,757.22	246,180.78	92.92
20000	REVENUE FROM THE COMMONWEALTH						
21000	PAYMENT IN LIEU OF TAXES	25,000.00	25,000.00			25,000.00	100.00
21000	PAYMENT IN LIEU OF TAXES	25,000.00	25,000.00			25,000.00	100.00
	PAYMENT IN LIEU OF TAXES	25,000.00	25,000.00			25,000.00	100.00
22000	NON-CATEGORICAL AID - STATE						
22010	NON - CATEGORICAL AID	446,653.00	446,653.00	21,907.81	21,907.81	424,745.19	95.09
22010	NON - CATEGORICAL AID	446,653.00	446,653.00	21,907.81	21,907.81	424,745.19	95.09

ACCT#	DESCRIPTION	-COST SUMMARY-		APPR.		CURRENT AMOUNT	Y-T-D AMOUNT	-COST SUMMARY-	
		BUDGET AMOUNT	7/01/2016	7/30/2016	AMOUNT			BALANCE	UNCOLLECTED
22011	LOCAL FINES FROM DOA TO BE DISTRIB								
	NON-CATEGORICAL AID - STATE	446,653.00	446,653.00		21,907.81	21,907.81		424,745.19	95.09
23000	SHARED EXPENSES - CATEGORICAL								
23010	COMMONWEALTH'S ATTORNEY	243,094.00	243,094.00		25,396.80	25,396.80		217,697.20	89.55
23010	COMMONWEALTH'S ATTORNEY	243,094.00	243,094.00		25,396.80	25,396.80		217,697.20	89.55
23020	SHERIFF SHARED EXPENSE	1,317,850.00	1,317,850.00		111,792.64	111,792.64		1,206,057.36	91.51
23020	SHERIFF SHARED EXPENSE	1,317,850.00	1,317,850.00		111,792.64	111,792.64		1,206,057.36	91.51
23030	COMMISSIONER OF REVENUE	75,502.00	75,502.00		7,098.69	7,098.69		68,403.31	90.59
23030	COMMISSIONER OF REVENUE	75,502.00	75,502.00		7,098.69	7,098.69		68,403.31	90.59
23040	TREASURER SHARED EXPENSE	86,858.00	86,858.00		7,818.40	7,818.40		79,039.60	90.99
23040	TREASURER SHARED EXPENSE	86,858.00	86,858.00		7,818.40	7,818.40		79,039.60	90.99
23050	MEDICAL EXAMINER SHARED EXP								
23060	REGISTRAR/ELECTORAL BD SHARED EXP	38,000.00	38,000.00					38,000.00	100.00
23060	REGISTRAR/ELECTORAL BD SHARED EXP	38,000.00	38,000.00					38,000.00	100.00
23070	CLERK OF COURT SHARED EXP	191,909.00	191,909.00		15,794.54	15,794.54		176,114.46	91.76
23070	CLERK OF COURT SHARED EXP	191,909.00	191,909.00		15,794.54	15,794.54		176,114.46	91.76
23080	JAIL SHARED EXPENSE	100,000.00	100,000.00					100,000.00	100.00
23080	JAIL SHARED EXPENSE	100,000.00	100,000.00					100,000.00	100.00
24040	SHARED EXPENSES - CATEGORICAL	2,053,213.00	2,053,213.00		167,901.07	167,901.07		1,885,311.93	91.82
24040	OTHER CATEGORICAL AID - STATE	1,450,242.00	1,450,242.00		17,224.77	17,224.77		1,433,017.23	98.81
24040	OTHER CATEGORICAL AID - STATE	1,450,242.00	1,450,242.00		17,224.77	17,224.77		1,433,017.23	98.81
30000	OTHER CATEGORICAL AID - STATE	1,450,242.00	1,450,242.00		17,224.77	17,224.77		1,433,017.23	98.81
30000	REVENUE FROM THE FEDERAL GOVERNMENT								
32000	NON-CATEGORICAL AID - FEDERAL								
32010	CDBG COMMUNITY DEV. BLOCK GRANT								
32020	SOCIAL SECURITY ADM. BOUNTY - JAIL								
33000	CATEGORICAL AID - FED								
33030	Emergency Ser. Grant - Res								
40000	OTHER FINANCING SOURCES								
41000	NON-REVENUE RECEIPTS								
41040	PROCEEDS FROM INDEBTNESS	3,308.00	3,308.00					3,308.00	100.00
41040	PROCEEDS FROM INDEBTNESS	3,308.00	3,308.00					3,308.00	100.00
41050	TRANSFERS FROM OTHER FUNDS								
41060	DESIGNATED USE OF FUND BALANCES	483,000.00	483,000.00					483,000.00	100.00
41060	DESIGNATED USE OF FUND BALANCES	483,000.00	483,000.00					483,000.00	100.00
	NON-REVENUE RECEIPTS	486,308.00	486,308.00		924,881.56	924,881.56		486,308.00	100.00
	--FUND TOTAL--	21,675,558.00	21,675,558.00		924,881.56	924,881.56		20,750,676.44	95.73

7/31/2016 Onnie L. Woodruff, Treasurer
 FUND # - 100 EXPENDITURE

SUSSEX COUNTY
 GENERAL FUND - EXPENDITURE SUMMARY BY DEPARTMENTS
 7/01/2016 - 7/30/2016

PAGE # 14

ACCT#	DESCRIPTION	BUDGET AMOUNT	APPR. AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	ENCUMBRANCE AMOUNT	-COST SUMMARY- UNENCUMBERED BALANCE	% REMAINING
999	EXPENDITURES - GENERAL FUND							
11100-111	BOARD OF SUPERVISORS	136,582.00	136,582.00	13,807.26	13,807.26		122,774.74	89.89
	--MAJOR TOTAL--	136,582.00	136,582.00	13,807.26	13,807.26		122,774.74	89.89
21100-211	BOARD OF SUPERVISORS	136,582.00	136,582.00	13,807.26	13,807.26		122,774.74	89.89
	ADMINISTRATOR	651,634.00	651,634.00	57,509.26	57,509.26		594,124.74	91.17
	--MAJOR TOTAL--	651,634.00	651,634.00	57,509.26	57,509.26		594,124.74	91.17
21200-221	BUILDING & GROUNDS	548,322.00	548,322.00	66,255.34	66,255.34		482,066.66	87.91
	--MAJOR TOTAL--	548,322.00	548,322.00	66,255.34	66,255.34		482,066.66	87.91
21300-231	HOUSING	176,921.00	176,921.00	13,958.10	13,958.10		162,962.90	92.11
	--MAJOR TOTAL--	176,921.00	176,921.00	13,958.10	13,958.10		162,962.90	92.11
21400-241	PLANNING	181,207.00	181,207.00	14,279.46	14,279.46		166,927.54	92.11
21400-242	BUILDING INSPECTIONS	222,354.00	222,354.00	22,722.48	22,722.48		199,631.52	89.78
21400-243	ZONING	1,743.00	1,743.00				1,743.00	100.00
	--MAJOR TOTAL--	405,304.00	405,304.00	37,001.94	37,001.94		368,302.06	90.87
21500-251	FIRE & RESCUE	184,289.00	184,289.00	27,147.66	27,147.66		157,141.34	85.26
21500-252	AMBULANCE & RESCUE	747,041.00	747,041.00	82,466.00	82,466.00		664,575.00	88.96
21500-253	EMERGENCY SERVICES	223,089.00	223,089.00	47,280.89	47,280.89		175,808.11	78.80
21500-255	FOREST FIRE EXTINCTION	24,000.00	24,000.00				24,000.00	100.00
	--MAJOR TOTAL--	1,178,419.00	1,178,419.00	156,894.55	156,894.55		1,021,524.45	86.68
21600-261	ANIMAL CONTROL	215,476.00	215,476.00	21,403.18	21,403.18		194,072.82	90.06
21600-262	ENVIRONMENTAL INSPECTIONS	225,000.00	225,000.00	24,559.64	24,559.64		200,440.36	89.08
21600-263	GENERAL WORKS	75,000.00	75,000.00	9,361.38	9,361.38		65,638.62	87.51
21600-266	REFUSE DISPOSAL	159,800.00	159,800.00	10,623.86	10,623.86		149,176.14	93.35
	--MAJOR TOTAL--	675,276.00	675,276.00	65,948.06	65,948.06		609,327.94	90.23
21700-271	IT AND CENTRAL ACCOUNTING AS400	70,795.00	70,795.00	15,966.93	15,966.93		54,828.07	77.44
	--MAJOR TOTAL--	70,795.00	70,795.00	15,966.93	15,966.93		54,828.07	77.44
22100-281	ADMINISTRATOR	3,706,671.00	3,706,671.00	413,534.18	413,534.18		3,293,136.82	88.84
	COUNTY ATTORNEY	75,000.00	75,000.00	381.82	381.82		74,618.18	99.49
	--MAJOR TOTAL--	75,000.00	75,000.00	381.82	381.82		74,618.18	99.49
23100-291	COUNTY ATTORNEY	75,000.00	75,000.00	381.82	381.82		74,618.18	99.49
	REGISTRAR/BOARD OF ELECTIONS	161,697.00	161,697.00	11,087.49	11,087.49		150,609.51	93.14
	--MAJOR TOTAL--	161,697.00	161,697.00	11,087.49	11,087.49		150,609.51	93.14
31100-311	REGISTRAR/BOARD OF ELECTIONS	161,697.00	161,697.00	11,087.49	11,087.49		150,609.51	93.14
	COMMISSIONER OF REVENUE	228,770.00	228,770.00	17,390.77	17,390.77		211,379.23	92.39
	--MAJOR TOTAL--	228,770.00	228,770.00	17,390.77	17,390.77		211,379.23	92.39
	COMMISSIONER OF REVENUE	228,770.00	228,770.00	17,390.77	17,390.77		211,379.23	92.39

ACCT#	DESCRIPTION	-COST SUMMARY-		7/01/2016 - 7/30/2016		Y-T-D AMOUNT	ENCUMBRANCE AMOUNT	-COST SUMMARY-	
		BUDGET AMOUNT	APPR. AMOUNT	CURRENT AMOUNT	UNENCUMBERED BALANCE			REMAINING %	
41100-411	TREASURER	341,324.00	341,324.00	31,570.64	31,570.64	31,570.64		309,753.36	90.75
41100-412	LICENSE BUREAU	43,700.00	43,700.00	3,827.54	3,827.54	3,827.54		39,872.46	91.24
	--MAJOR TOTAL--	385,024.00	385,024.00	35,398.18	35,398.18	35,398.18		349,625.82	90.80
	TREASURER	385,024.00	385,024.00	35,398.18	35,398.18	35,398.18		349,625.82	90.80
51100-511	COURTROOM SECURITY	187,250.00	187,250.00	15,954.33	15,954.33	15,954.33		171,295.67	91.47
51100-512	FIELD OPERATIONS	1,535,896.00	1,535,896.00	173,760.55	173,760.55	173,760.55		1,362,135.45	88.68
51100-513	SPOT OPERATIONS	32,295.00	32,295.00	3,781.67	3,781.67	3,781.67		28,513.33	88.29
51100-514	SELECTIVE ENFORCEMENT	241,830.00	241,830.00	16,867.62	16,867.62	16,867.62		224,962.38	93.02
51100-515	WAKEFIELD OPERATIONS	57,180.00	57,180.00	3,888.19	3,888.19	3,888.19		53,291.81	93.20
51100-516	E911	202,860.00	202,860.00	11,618.83	11,618.83	11,618.83		191,241.17	94.27
51100-517	SCHOOL RESOURCE OFFICERS	107,679.00	107,679.00	8,972.29	8,972.29	8,972.29		98,706.71	91.66
	--MAJOR TOTAL--	2,364,990.00	2,364,990.00	234,843.48	234,843.48	234,843.48		2,130,146.52	90.07
51500-551	CONFINEMENT OF INMATES	1,685,618.00	1,685,618.00	149,544.43	149,544.43	149,544.43		1,536,073.57	91.12
	--MAJOR TOTAL--	1,685,618.00	1,685,618.00	149,544.43	149,544.43	149,544.43		1,536,073.57	91.12
	SHERIFF'S DEPARTMENT	4,050,608.00	4,050,608.00	384,387.91	384,387.91	384,387.91		3,666,220.09	90.51
61100-611	CIRCUIT COURT	35,590.00	35,590.00	3,344.63	3,344.63	3,344.63		32,245.37	90.60
61100-612	GENERAL DISTRICT COURT	23,692.00	23,692.00	323.45	323.45	323.45		23,368.55	98.63
61100-613	SPECIAL MAGISTRATES	7,125.00	7,125.00	249.79	249.79	249.79		6,875.21	96.49
61100-614	JUV & DOM RELATIONS COURT	12,262.00	12,262.00					12,262.00	100.00
	--MAJOR TOTAL--	78,669.00	78,669.00	3,917.87	3,917.87	3,917.87		74,751.13	95.01
	CIRCUIT COURT	78,669.00	78,669.00	3,917.87	3,917.87	3,917.87		74,751.13	95.01
62100-621	CLERK OF COURTS	352,513.00	352,513.00	30,978.18	30,978.18	30,978.18		321,534.82	91.21
	--MAJOR TOTAL--	352,513.00	352,513.00	30,978.18	30,978.18	30,978.18		321,534.82	91.21
	CLERK OF COURTS	352,513.00	352,513.00	30,978.18	30,978.18	30,978.18		321,534.82	91.21
63100-631	COMMONWEALTH'S ATTORNEY	422,326.00	422,326.00	34,695.54	34,695.54	34,695.54		387,630.46	91.78
63100-632	VICTIM/WITNESS PROGRAM	68,427.00	68,427.00	8,139.34	8,139.34	8,139.34		60,287.66	88.10
	--MAJOR TOTAL--	490,753.00	490,753.00	42,834.88	42,834.88	42,834.88		447,918.12	91.27
	COMMONWEALTH'S ATTORNEY	490,753.00	490,753.00	42,834.88	42,834.88	42,834.88		447,918.12	91.27
81000	CONTRIBUTIONS TO OUTSIDE AGENCIES	176,489.00	176,489.00	982.00	982.00	982.00		176,489.00	100.00
81100-801	Cater Health District	982.00	982.00						
81100-803	Old Dominion Emerg. Medical Serv.	64,499.00	64,499.00	32,249.50	32,249.50	32,249.50		32,249.50	50.00
81100-805	District 19 Community Services Bd	241,970.00	241,970.00	33,231.50	33,231.50	33,231.50		208,738.50	86.26
	--MAJOR TOTAL--	7,060.00	7,060.00	7,060.00	7,060.00	7,060.00		1,000.00	100.00
81300-811	Crater Area Aging	1,000.00	1,000.00					64,000.00	100.00
81300-812	Sussex SS Christmas Program	64,000.00	64,000.00						
81300-814	The Improvement Assoc								

7/31/2016 Onnie L. Woodruff, Treasurer		SUSSEX COUNTY				PAGE # 16	
FUND # -100 EXPENDITURE		GENERAL FUND - EXPENDITURE SUMMARY BY DEPARTMENTS				-COST SUMMARY-	
		7/01/2016	7/30/2016			UNENCUMBERED	%
				Y-T-D	ENCUMBRANCE	BALANCE	REMAINING
ACCT#	DESCRIPTION	BUDGET AMOUNT	APPR. AMOUNT	AMOUNT	AMOUNT		
81300-816	Red Cross	2,000.00	2,000.00			2,000.00	100.00
81300-822	VA Cooperative Extension	70,768.00	70,768.00	19.96		70,748.04	99.97
81300-823	Chowan Basin Soil & Water Conserv.	3,355.00	3,355.00	3,355.00			
81300-824	South Centre Corr. Res Con & Dev Co	2,000.00	2,000.00			2,000.00	100.00
81300-829	Chowan Basin Proj. / City Franklin	7,200.00	7,200.00			7,200.00	100.00
	--MAJOR TOTAL--	157,383.00	157,383.00	10,434.96		146,948.04	93.36
81400-825	Wakefield Foundation	10,000.00	10,000.00	10,000.00			
81400-826	Blackwater/Regional Library	154,985.00	154,985.00	38,746.25			
81400-827	MBC Museum	5,000.00	5,000.00				
	--MAJOR TOTAL--	169,985.00	169,985.00	48,746.25		116,238.75	75.00
81500-831	John Tyler Community College	1,000.00	1,000.00			1,000.00	100.00
81500-833	Southside Virginia Education Center	4,000.00	4,000.00	4,000.00			
	--MAJOR TOTAL--	5,000.00	5,000.00	4,000.00		1,000.00	20.00
81600-840	Sussex Youth & Adult Recreation Ctr	6,000.00	6,000.00	6,000.00			
81600-843	Senior Citizens, Eastern	10,000.00	10,000.00	10,000.00			
	--MAJOR TOTAL--	16,000.00	16,000.00	16,000.00			
81800-860	Crater Planning District Commission	9,790.00	9,790.00	4,895.00		4,895.00	50.00
81800-861	IDA	500.00	500.00			500.00	100.00
81800-862	Virginia's Gateway Region	27,050.00	27,050.00	27,050.00			
81800-863	Crater Criminal Just. Acad/Sh Bud.	103,100.00	103,100.00			103,100.00	100.00
81800-869	Crater Small Bus Dev Cent Longwood U	3,000.00	3,000.00	2,500.00		500.00	16.66
	--MAJOR TOTAL--	143,440.00	143,440.00	34,445.00		108,995.00	75.98
	CONTRIBUTIONS TO OUTSIDE AGENCIES	733,778.00	733,778.00	146,857.71		586,920.29	79.98
93100	TRANSFERS TO OTHER FUNDS	8,933,479.00	8,933,479.00	42,713.79		8,890,765.21	99.52
93100	TRANSFERS TO OTHER FUNDS	8,933,479.00	8,933,479.00	42,713.79		8,890,765.21	99.52
93200	EXP ACCOUNT NON DEPARTMENT	178,643.00	178,643.00			178,643.00	100.00
93200	EXP ACCOUNT NON DEPARTMENT	178,643.00	178,643.00			178,643.00	100.00
	TRANSFERS TO OTHER FUNDS	9,112,122.00	9,112,122.00	42,713.79		9,069,408.21	99.53
95000	DEBT SERVICE	2,048,710.00	2,048,710.00	751,966.97		1,296,743.03	63.29
95000	DEBT SERVICE	2,048,710.00	2,048,710.00	751,966.97		1,296,743.03	63.29
	DEBT SERVICE	2,048,710.00	2,048,710.00	751,966.97		1,296,743.03	63.29
99900	NON DEPARTMENTAL	114,661.00	114,661.00	54,554.83		60,106.17	52.42
99900	NON DEPARTMENTAL	114,661.00	114,661.00	54,554.83		60,106.17	52.42
	NON DEPARTMENTAL	114,661.00	114,661.00	54,554.83		60,106.17	52.42
	--FUND TOTAL--	21,675,558.00	21,675,558.00	1,949,811.84		19,725,746.16	91.00

7/31/2016 *GL060* Onnie L. Woodruff, Treasurer
FUND # - 302 REVENUE

SUSSEX COUNTY
CAPITAL IMPROVEMENT FUND - DETAIL REVENUE SUMMARY

PAGE #

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MAJOR ACCT#	DESCRIPTION	BUDGET AMOUNT	7/01/2016 - 7/30/2016 APPR. AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	BALANCE	REMAIN.
999	REVENUE - CAPITAL PROJECT FUND						
10000	REVENUE FROM LOCAL SOURCES						
15000	REVENUE FROM USE OF MONEY/PROPERTY						
15010	REVENUE FROM USE OF MONEY						
16000	CHARGES FOR SERVICES						
16010	COURT COSTS						
20000	REVENUE FROM THE COMMONWEALTH						
24000	CATEGORICAL AID - STATE						
24040	CATEGORICAL AID - OTHER						
40000	OTHER FINANCING SOURCES						
41000	NON-REVENUE RECEIPTS						
41040	PROCEEDS FROM INDEBTNESS						
41050	FUND TRANSFERS						
0100	Transfer from General Fund	193,000.00	193,000.00	.00	.00	193,000.00	100.00
	FUND TRANSFERS	193,000.00	193,000.00	.00	.00	193,000.00	100.00
	NON-REVENUE RECEIPTS	193,000.00	193,000.00	.00	.00	193,000.00	100.00
	--FUND TOTAL--	193,000.00	193,000.00	.00	.00	193,000.00	100.00

7/31/2016 *GL060* Onnie L. Woodruff, Treasurer		SUSSEX COUNTY		PAGE # 18	
UND #-302 EXPENDITURES - CAPITAL PROJECT FD		EXPENDITURE SUMMARY			
-D E T A I L-		7/01/2016 -	7/30/2016	ENCUMBRANCE	UNENCUMBERED
AJOR	DESCRIPTION	BUDGET	APPR.	AMOUNT	BALANCE
ACCT#		AMOUNT	AMOUNT	AMOUNT	REMAIN.
999	EXPENDITURES - CAPITAL PROJECT FD				
90000	CAPITAL PROJECTS				
91000	CAPITAL IMPROVEMENT PLAN				
91100	NEW CONSTRUCTION, ADD. OR RE				
91200	TECHNOLOGY INFRASTRUCTURE				
91201	REPLACE E911 EQUIPMENT				
91300	VEHICLES				
0011	Sheriff Patrol Vehicle	173,000.00	173,000.00	.00	173,000.00
	VEHICLES	173,000.00	173,000.00	.00	173,000.00
91500	MISCELLANEOUS PROJECTS				
	CAPITAL IMPROVEMENT PLAN	173,000.00	173,000.00	.00	173,000.00
93100	TRANSFERS TO OTHER FUNDS				
94000	CAPITAL PROJECTS				
94000-120	CAPITAL PROJECTS				
	--SUB TOTAL--				
94100	LANDFILL CLOSURE				
94250	COMMUNICATIONS				
94300	EMERG REPAIR JARRATT SENIOR CTR				
94400	RENOVATION OF COUNTY BLDGS				
8212	Renov/Repair Bldg/Phone Sys. Etc.	20,000.00	20,000.00	.00	20,000.00
	RENOVATION OF COUNTY BLDGS	20,000.00	20,000.00	.00	20,000.00
94500	SCHOOL PROJECTS				
94700	ANIMAL POUND BLDG & COMPLEX				
94800	WASTE SITE PURCHASE				
94900	COMMONWEALTH ATTYN OFFICE BLDG				
	CAPITAL PROJECTS	20,000.00	20,000.00	.00	20,000.00
95300	STONY CREEK SCHOOL SITE				
96000	PUBLIC PARK DEVELOPEMENT				
	--FUND TOTAL--	193,000.00	193,000.00	.00	193,000.00

Jarratt Senior Center

AGENDA ITEM #7-05
Reports of Departments/Agencies
Atlantic Waste Disposal Update

Mr. Jason Williams, Senior District Manager (Atlantic Waste Disposal), will be providing a monthly update on Atlantic Waste Disposal.

AGENDA ITEM #9.01

Unfinished Business

Comprehensive Plan Amendment #2016-01

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Staff provided an overview of the comprehensive plan update at the July 21 board meeting. This item was tabled until the August 18th meeting. A copy of the supporting documentation was provided in the July Board packet. (Please bring Book 2 or 2 from the July 21, 2016 Board meeting).

AGENDA ITEM 9.02
UNFINISHED BUSINESS
Meals Tax Discussion

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The subject of a meals tax was brought up during the budget planning process. Per the County Attorney, the following must occur:

Section 58.1-3833: This tax shall be levied only if the tax is approved in a referendum within the county which shall be held in accordance with § 24.2-684 and initiated either by a resolution of the board of supervisors or on the filing of a petition signed by a number of registered voters of the county equal in number to 10 percent of the number of voters registered in the county, as appropriate on January 1 of the year in which the petition is filed with the court of such county. The clerk of the circuit court shall publish notice of the election in a newspaper of general circulation in the county once a week for three consecutive weeks prior to the election. If the voters affirm the levy of a local meals tax, the tax shall be effective in an amount and on such terms as the governing body may by ordinance prescribe. If such resolution of the board of supervisors or such petition states for what projects and/or purposes the revenues collected from the tax are to be used, then the question on the ballot for the referendum shall include language stating for what projects and/or purposes the revenues collected from the tax are to be used.

In addition, according to Beau Blevins, VACo's Director of Intergovernmental Affairs, the VACo Finance Steering Committee has been meeting to discuss issues surrounding meals tax. As a matter of fact, he stated that the Committee has requested that he start looking at the next steps and start drafting a potential statement to support legislative action giving counties the ability to adopt a meals tax without a referendum.

On July 19th, Mr. Blevins emailed me and stated that he is working to set up meetings with Delegate Lee Ware (Chair of the House Finance Committee) and Senator Emmett Hanger (co-chair of the Senate Finance Committee). He expects to have both attend VACo's August 18 Finance Steering Committee meeting so that committee members can discuss the meals tax issue directly with them. Also at this time, York County's board has been working on Senator Tommy Norment to talk to him about the meals tax w/o referendum and he verbally said he was in support.

Mr. Blevins provided a copy of an analysis of potential county meals tax using taxable sales from food and drinking establishments and a copy follows this summary sheet.

Analysis of Potential County Meals Tax Using Taxable Sales From Food and Drinking Establishments

	PDC	Food and Drinking		Meals Tax Rate 2015	Calculated 2015	APA Meals Tax FY 2015	Towns	Town Meals Tax Rate	Town APA Meals Revenue	Hypothetical County Rate	Est. Net Meals Tax
		Places	2015 #								
Lee County	1	20	\$8,737,058		\$0	\$0				0.070	\$611,594
Norton City	1	25	\$16,863,504	0.07	\$1,180,445	\$1,360,014				0.070	\$1,138,788
Scott County	1	30	\$16,268,402		\$0	\$0				0.070	\$1,001,714
Wise County	1	47	\$29,390,011		\$0	\$0	Wise	0.070	1,055,587	0.070	\$1,001,714
Buchanan County	2	25	\$12,193,755		\$0	\$0				0.020	\$243,875
Dickenson County	2	18	\$6,025,180	0.02	\$120,504	n/a				0.020	existing
Russell County	2	35	\$21,342,914		\$0	\$0				0.020	\$426,858
Tazewell County	2	75	\$48,780,710		\$0	\$0	Bluefield, Richlands	0.050	\$1,957,583	0.050	\$481,453
Bland County	3	17	\$5,061,106	0.04	\$202,444	\$99,490				0.040	existing
Bristol City	3	70	\$68,280,311	0.07	\$4,779,622	\$5,749,073				0.040	\$645,071
Carroll County	3	34	\$18,424,336	0.04	\$736,973	\$384,398				0.040	existing
Galax City	3	44	\$22,928,170	0.07	\$1,604,972	\$1,949,064				0.040	City
Grayson County	3	19	\$3,095,199		\$0	\$0				0.040	\$123,808
Smyth County	3	57	\$25,677,647		\$0	\$0				0.040	\$1,027,106
Washington County	3	107	\$54,478,975		\$0	\$0	Abingdon	0.070	\$851,031	0.040	\$1,328,128
Wythe County	3	56	\$38,529,546	0.04	\$1,541,182	\$772,865	Wytheville	0.070	\$2,516,774	0.040	existing
Floyd County	4	29	\$8,563,927		\$0	\$0				0.040	\$342,557
Giles County	4	31	\$16,126,773		\$0	\$0				0.040	\$645,071
Montgomery County	4	186	\$153,483,549	0.04	\$6,139,342	\$282,496	christiansburg	.06, .075	\$11,409,091	0.040	existing
Pulaski County	4	60	\$43,397,356	0.04	\$1,735,894	\$1,407,016	Pulaski	0.060	\$667,037	0.040	existing
Radford City	4	41	\$21,198,998	0.055	\$1,165,945	\$1,121,722				0.040	City
Alleghany County	5	27	\$12,693,504	0.04	\$507,740	\$351,684	clifton forge	0.050	\$209,931	0.040	existing
Botetourt County	5	63	\$24,076,098	0.04	\$963,044	\$1,244,855				0.040	existing
Covington City	5	22	\$9,642,989	0.08	\$771,439	\$951,890				0.040	City
Craig County	5	5	\$636,738	0.04	\$25,470	\$79,856				0.040	existing
Roanoke City	5	294	\$230,485,877	0.05	\$11,524,294	\$13,856,899				0.050	City
Roanoke County	5	151	\$119,915,024	0.04	\$4,796,601	\$4,015,526	Vinton	0.050	\$915,818	0.040	existing
Salem City	5	101	\$67,684,052	0.06	\$4,061,043	\$4,464,873				0.060	City

Unfinished Business

Analysis of Potential County Meals Tax Using Taxable Sales From Food and Drinking Establishments

	Food and Drinking Establishments										Est. Net Meals Tax				
	Food and Drinking Places		Meals Tax		Calculated		APA Meals Tax		Town Meals Tax Rate			Town APA Meals Revenue	Hypothetical County Rate		
	2015 #	2015 Taxable Sales	Rate	2015	2015	FY 2015	Towns	Tax Rate							
Augusta County	6	102	\$44,123,591	0.04	\$1,764,944	\$2,320,903								existing	
Bath County	6	6	\$2,554,042	0.04	\$102,162	\$691,592								existing	
Buena Vista City	6	15	\$4,658,076	0.06	\$279,485	\$326,384								City	
Harrisonburg City	6	204	\$140,133,098	0.065	\$9,108,651	\$11,050,508								City	
Highland County	6	9	\$891,191		\$0	\$0								0.040	\$35,648
Lexington City	6	29	\$16,694,951	0.06	\$1,001,697	\$1,073,777								City	
Rockbridge County	6	37	\$22,113,566	0.04	\$884,543	\$1,341,603								existing	
Rockingham County	6	100	\$48,200,127	0.04	\$1,928,005	\$1,034,025	Bridgewater		0.060	\$466,633				existing	
Staunton City	6	97	\$44,949,280	0.06	\$2,696,957	\$3,099,130								City	
Waynesboro City	6	78	\$56,340,162	0.06	\$3,380,410	\$4,040,759								City	
Clarke County	7	27	\$6,725,229		\$0	\$0								0.040	\$269,009
Frederick County	7	130	\$90,615,954	0.04	\$3,624,638	\$4,533,520								existing	
Page County	7	50	\$18,932,895	0.04	\$757,316	\$272,757	Luray		0.040	\$634,526				existing	
Shenandoah County	7	93	\$38,008,667		\$0	\$0	woodstock, strasburg		.05, .05	\$1,685,769				-\$165,422	
Warren County	7	67	\$38,923,407	0.04	\$1,556,936	\$871,933	Front Royal		0.040	\$1,446,707				existing	
Winchester City	7	151	\$104,134,258	0.06	\$6,248,055	7,456,044								City	
Alexandria City	8	351	\$393,635,379	0.04	\$15,745,415	\$17,635,886								City	
Arlington County	8	626	\$712,618,176	0.04	\$28,504,727	\$36,508,911								existing	
Fairfax City	8	170	\$160,193,810	0.04	\$6,407,752	\$5,771,329								City	
Fairfax County	8	1,879	\$2,155,644,776		\$0	\$0	vienna, hernden		.03, .025	\$4,461,205				\$81,764,586	
Falls Church City	8	118	\$63,414,644	0.04	\$2,536,586	\$2,820,872								City	
Loudoun County	8	684	\$681,915,605	0.04	\$3,629,949	\$3,406,893	Leesburg, purcellville		.035, .05	\$6,628,677				\$20,647,947	
Manassas City	8	117	\$90,748,720	0.04	\$278,426	\$344,444								City	
Manassas Park City	8	19	\$6,960,653	0.04	\$0	\$0	dumfries		0.040	\$643,717				City	
Prince William County	8	609	\$613,133,458		\$0	\$0								\$23,881,621	
Culpeper County	9	88	\$58,093,764		\$0	\$0	culpeper		0.060	\$3,727,506				-\$241,880	
Fauquier County	9	139	\$88,132,416		\$0	\$0	warrenton		0.040	\$2,265,639				\$1,259,658	
Madison County	9	17	\$6,720,476	0.04	\$268,819	\$380,853								existing	
Orange County	9	73	\$33,909,411	0.04	\$1,356,376	\$742,794	Orange		0.080	\$1,096,455				existing	

Unfinished Business

Analysis of Potential County Meals Tax Using Taxable Sales From Food and Drinking Establishments

	Food and Drinking Places	Food and Drinking Places	Meals Tax Rate 2015	Calculated 2015	APA Meals Tax FY 2015	Towns	Town Meals Tax Rate	Town APA Meals Revenue	Hypothetical County Rate	Est. Net Meals Tax
Rappahannock County	9	11	\$3,843,729	0.04	\$153,749			\$179,707		existing
Albemarle County	10	199	\$134,550,616	0.04	\$5,382,025			\$6,950,994		existing
Charlottesville City	10	293	\$192,139,787	0.05	\$9,606,989			\$8,703,398		City
Fluvanna County	10	26	\$8,400,298		\$0			\$0	0.040	\$336,012
Greene County	10	35	\$14,594,343	0.04	\$583,774			\$697,086		existing
Louisa County	10	53	\$27,656,887	0.04	\$1,106,275			\$853,460		existing
Nelson County	10	35	\$7,478,168	0.04	\$299,127			\$976,490		existing
Amherst County	11	44	\$25,986,742	0.04	\$1,039,470			\$918,812		existing
Appomattox County	11	22	\$10,819,626		\$0			\$0	0.040	\$432,785
Bedford County	11	129	\$42,789,664	0.04	\$1,711,587	Bedford	0.040	1,143,412		existing
Campbell County	11	106	\$48,964,574		\$0			\$28,916	0.040	\$1,958,583
Lynchburg City	11	239	\$173,745,316	0.065	\$11,293,446			\$0		City
Danville City	12	120	\$107,334,254	0.06	\$6,440,055			\$7,013,637		City
Franklin County	12	97	\$47,800,620	0.04	\$1,912,025	Rocky Mount	0.050	\$1,352,151		existing
Henry County	12	65	\$37,560,903	0.04	\$1,502,436			\$2,127,100		existing
Martinsville City	12	47	\$25,979,814	0.065	\$1,688,688			\$1,665,418	0.040	City
Patrick County	12	35	\$8,359,673		\$0			\$0	0.040	\$334,387
Pittsylvania County	12	52	\$21,301,215	0.04	\$852,049			\$724,142		existing
Brunswick County	13	17	\$5,061,106		\$0			\$0	0.040	\$202,444
Halifax County	13	60	\$33,556,701	0.04	\$1,342,268	South Boston	0.060	\$1,305,956		existing
Mecklenburg County	13	68	\$38,128,555		\$0	South Hill	0.055	\$1,753,774	0.055	\$343,297
Amelia County	14	18	\$5,973,537		\$0			\$0	0.040	\$238,941
Buckingham County	14	10	\$5,097,922		\$0			\$0	0.040	\$203,917
Charlotte County	14	19	\$3,492,863		\$0			\$0	0.040	\$139,715
Cumberland County	14	7	\$1,913,927		\$0			\$0	0.040	\$76,557
Lunenburg County	14	17	\$2,338,931		\$0			\$0	0.040	\$93,557
Nottoaway County	14	32	\$12,151,069		\$0	blackstone	0.065	\$557,895	0.065	\$231,924
Prince Edward County	14	55	\$32,190,135		\$0	Farmville	0.070	\$2,348,315	0.070	-\$95,006

Unfinished Business

Analysis of Potential County Meals Tax Using Taxable Sales From Food and Drinking Establishments

	Food and Drinking Places		Food and Drinking Places	Meals Tax		Calculated 2015	APA Meals Tax FY 2015	Towns	Town Meals		Hypothetical County Rate	Est. Net Meals Tax
	Drinking Places	2015 #		Rate 2015	2015 Taxable Sales				Tax Rate	Town APA Meals Revenue		
	PDC											
Charles City County	15					\$0	\$0				0.040	n/a
Chesterfield County	15	502	\$485,100,158	0.04	\$8,896,103	\$0	\$0				0.040	\$19,404,006
Goochland County	15	52	\$27,487,365	0.04	\$706,018	\$0	\$0				0.040	\$1,099,495
Hanover County	15	198	\$142,549,007	0.04	\$6,820,528	\$0	\$0		0.050	\$1,945,952	0.040	\$3,756,008
Henrico County	15	672	\$664,826,274	0.04	\$1,005,862	\$26,593,051	\$26,783,247				0.040	\$3,756,008
New Kent County	15	47	\$15,959,545	0.04	\$8,896,103	\$638,382	\$748,545				0.040	\$3,756,008
Powhatan County	15	42	\$18,478,225	0.06	\$5,988,030	\$0	\$0				0.040	\$739,129
Richmond City	15					\$0	30,444,280					City
Caroline County	16	50	\$25,146,554	0.04	\$1,005,862	\$1,005,862	\$1,109,995				0.040	\$565,014
Fredericksburg City	16	177	\$148,268,379	0.06	\$8,896,103	\$8,896,103	\$10,115,765				0.040	\$194,791
King George County	16	39	\$17,650,440	0.04	\$706,018	\$706,018	\$999,806				0.040	\$247,766
Spotsylvania County	16	236	\$170,513,199	0.04	\$6,820,528	\$6,820,528	\$8,154,067				0.040	\$59,694
Stafford County	16	189	\$149,700,757	0.04	\$5,988,030	\$5,988,030	\$7,102,018				0.040	\$59,694
Lancaster County	17	38	\$14,125,340	0.04	\$0	\$0	\$0				0.040	\$565,014
Northumberland County	17	23	\$4,869,765	0.04	\$0	\$0	\$0				0.040	\$194,791
Richmond County	17	17	\$6,194,154	0.04	\$0	\$0	\$0				0.040	\$247,766
Westmoreland County	17	33	\$11,915,852	0.04	\$0	\$0	\$0	colonial beach	0.050	\$416,940	0.040	\$59,694
Essex County	18	32	\$18,751,378	0.04	\$0	\$0	\$0				0.040	\$750,055
Gloucester County	18	79	\$45,329,548	0.04	\$1,813,182	\$1,813,182	\$1,896,892				0.040	\$1,813,182
King and Queen County	18	33	\$12,581,378	0.04	\$503,255	\$503,255	\$288,588	west pt	0.040	\$268,396	0.040	n/a
King William County	18	24	\$4,982,950	0.04	\$0	\$0	\$0				0.040	\$199,318
Mathews County	18	36	\$8,522,032	0.04	\$340,881	\$340,881	\$349,873				0.040	\$199,318
Middlesex County	18										0.040	existing
Colonial Heights City	19	87	\$95,426,452	0.06	\$5,725,587	\$5,725,587	\$6,321,168				0.040	City
Dinwiddie County	19	25	\$12,938,841	0.04	\$517,554	\$517,554	\$711,002				0.040	\$517,554
Emporia City	19	27	\$21,929,501	0.075	\$1,644,713	\$1,644,713	\$1,833,497				0.040	City
Greensville County	19	7	\$5,787,818	0.04	\$231,513	\$231,513	\$192,835				0.040	\$231,513

Analysis of Potential County Meals Tax Using Taxable Sales From Food and Drinking Establishments

	PDC	Food and Drinking Places		Meals Tax Rate 2015	Calculated 2015	APA Meals Tax FY 2015	Towns	Town Meals Tax Rate	Town APA Meals Revenue	Hypothetical County Rate	Est. Net Meals Tax
		Food and Drinking Places	Drinking Places								
Hopewell City	19	50	\$29,862,521	0.055	\$1,642,439	\$1,776,247				0.040	City
Petersburg City	19	90	\$45,936,126	0.06	\$2,756,168	\$2,571,793				0.040	City
Prince George County	19	34	\$16,969,448	0.04	\$678,778	\$998,751				0.040	existing
Surry County	19	8	\$1,420,460		\$0	\$0				0.040	\$56,818
Sussex County	19	15	\$5,386,026		\$0	\$0				0.040	\$215,441
Accomack County	22	91	\$38,490,236		\$0	\$0	chincoteague	0.050		0.040	\$1,539,609
Northampton County	22	34	\$19,084,834	0.04	\$763,393	\$294,727	cape charles	0.050			existing
Chesapeake City	23	447	\$376,970,529	0.055	\$20,733,379	\$24,523,112					City
Franklin City	23	34	\$17,657,380	0.065	\$1,147,730	\$1,439,601					City
Hampton City	23	283	\$220,210,597	0.075	\$16,515,795	\$19,470,911					City
Isle of Wight County	23	67	\$30,638,029	0.04	\$1,225,521	\$335,721	smithfield	0.060	\$1,448,159		existing
James City County	23	114	\$115,792,046	0.04	\$4,631,682	\$6,600,364					existing
Newport News City	23	405	\$287,581,178	0.075	\$21,568,588	\$24,136,927					City
Norfolk City	23	568	\$419,447,279	0.065	\$27,264,073	\$27,618,544					City
Poquoson City	23	33	\$10,396,466	0.06	\$623,788	\$747,032					City
Portsmouth City	23	175	\$97,262,903	0.065	\$6,322,089	\$7,736,074					City
Southampton County	23	19	\$3,970,811	0.04	\$158,832	\$169,062					existing
Suffolk City	23	158	\$106,123,620	0.065	\$6,898,035	\$8,378,267					City
Virginia Beach City	23	1,058	\$931,731,657	0.055	\$51,245,241	\$59,968,375					City
Williamsburg City	23	95	\$98,423,072	0.05	\$4,921,154	\$6,819,384					City
York County	23	151	\$122,365,520	0.04	\$4,894,621	\$5,804,260					existing

AGENDA ITEM 9.03
UNFINISHED BUSINESS
Planning Commission Membership

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This item was tabled from the July 21st Board meeting. Please refer to supporting documentation following this summary sheet.

Staff is requesting direction from the Board.



MEMORANDUM

DATE: July 8, 2016

TO: Deborah A. Davis, County Administrator

FROM: Andre M. Greene, Director of Community Development

SUBJECT: Sussex County's Planning Commission Membership

At a budget work session with the Board of Supervisors a question was raised as to whether or not the Sussex County Planning Commission had too many members. I posed this question to the Planning Commission, as requested, at their regular meeting held on June 6th. The majority of the Planning Commission members stated that they do not feel the Commission is too large and as one Commissioner firmly stated, "they did not request to be enlarged as that decision was made by the Board of Supervisors." One Commissioner (Bracy) did articulate that he felt the Commission had too many members and stated that he would be willing to resign. Since the Planning Commission meeting, Commissioner Gurney Cowling, Jr. has called the office to verbally resign his position. I have requested his resignation in writing but, to date, I have not received it.

As requested by the Board, staff has compiled a summary which outlines the number of Planning Commission members that serve on the Planning Commission in various counties through-out Virginia (see attached). Also, for your review and convenience, I have attached Section 15.2-2212 of the Code of Virginia which outlines the Board's responsibility, as the governing body, as it relates to the Planning Commission.

It is staff's opinion that any decision(s) regarding the size and/or composition of the Planning Commission should be made by the Board of Supervisors.

PLANNING COMMISSION MEMBERSHIP IN VARIOUS VIRGINIA LOCALITIES

COUNTY	TOTAL # PLANNING COMMISSIONERS	TOTAL # ELECTION DISTRICTS
Amelia	11	5
Brunswick	10	5
Charles City	7	3
Clarke	12	5
Cumberland	9	5
Dinwiddie	7	5
Essex	11	4
Fairfax	12	10
Fredrick	13	7
Gloucester	13	7
Greensville	9	4
Isle of Wight	11	5
King George	10	5
King William	9	5
Lunenburg	8	7
Nottoway	14	5
Prince George	7	*2
Southampton	9	7
Surry	11	5
Sussex	13	6

- Prince George County has only two (2) elections districts but has a total of five (5) BOS members

§ 15.2-2212. Qualifications, appointment, removal, terms and compensation of members of local planning commissions

A local planning commission shall consist of not less than five nor more than fifteen members, appointed by the governing body, all of whom shall be residents of the locality, qualified by knowledge and experience to make decisions on questions of community growth and development; provided, that at least one-half of the members so appointed shall be owners of real property. The local governing body may require each member of the commission to take an oath of office.

One member of the commission may be a member of the governing body of the locality, and one member may be a member of the administrative branch of government of the locality. The term of each of these two members shall be coextensive with the term of office to which he has been elected or appointed, unless the governing body, at the first regular meeting each year, appoints others to serve as their representatives. The remaining members of the commission first appointed shall serve respectively for terms of one year, two years, three years, and four years, divided equally or as nearly equal as possible between the membership. Subsequent appointments shall be for terms of four years each. The local governing bodies may establish different terms of office for initial and subsequent appointments including terms of office that are concurrent with those of the appointing governing body. Vacancies shall be filled by appointment for the unexpired term only.

Members may be removed for malfeasance in office. Notwithstanding the foregoing provision, a member of a local planning commission may be removed from office by the local governing body without limitation in the event that the commission member is absent from any three consecutive meetings of the commission, or is absent from any four meetings of the commission within any 12-month period. In either such event, a successor shall be appointed by the governing body for the unexpired portion of the term of the member who has been removed.

The local governing body may provide for compensation to commission members for their services, reimbursement for actual expenses incurred, or both.

Code 1950, §§ 15-901, 15-916, 15-963; 1956, cc. 282, 497; 1960, c. 309; 1962, c. 407, § 15.1-437; 1973, c. 160; 1974, c. 521; 1986, c. 208; 1988, c. 256; 1997, c. 587; 2006, c. 687.

AGENDA ITEM 9.04
UNFINISHED BUSINESS
Memorandum of Understanding Between Virginia Housing
Development Authority and Sussex County Housing Department

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Following this summary sheet is a proposed Memorandum of Understanding Between Virginia Housing Development Authority and Sussex County Housing Department and the Rental Unit Accessibility Modification Grant Program Handbook.

Also, included is a copy of an email from Ms. Sharon Fairburn, Housing Choice Voucher Director advising of the increase in the rates for administrative fees VHDA will provide to Sussex County.

This item was included in the July 21st Board packet. No action was taken, therefore staff is placing it on the August 18th agenda for Board action.

Mrs. Brenda H. Drew, Housing Programs Coordinator will be in attendance and address the Board and make a recommendation as well.

Deborah Davis

From: Fairburn, Sharon <Sharon.Fairburn@VHDA.com>
Sent: Thursday, August 04, 2016 3:31 PM
To: Deborah Davis; 'Vjones@sussexco.va.gov'; Brenda Drew
Subject: Administrative Fee Income

I wanted to follow-up with the three of you regarding the additional funding I mentioned in the email below and also at the BOS meeting. We are increasing the administrative fee rate by \$3.00 effective July 1st. Effective with the August fee checks we will pay you an additional \$3.00 per unit leased as well as sending you a payment to cover the increase for July as well. This will increase your monthly administrative fee payment @ \$600 per month by raising the Sussex rate from \$32 to \$35 per voucher leased.

It is my hope that this will help to offset the expenses to administer the program. Let me know if you have any additional questions.

Thanks

Sharon

Sharon B. Fairburn--Housing Choice Voucher Director
Virginia Housing Development Authority (VHDA)
P. O Box 4545
Richmond, VA 23220
Phone: 804-343-5920
Fax: 804-343-8390
sharon.fairburn@vhda.com

From: Fairburn, Sharon
Sent: Monday, July 25, 2016 1:15 PM
To: 'ddavis@sussexcountyva.gov'; Vjones@sussexco.va.gov; bhdrew@sussexcountyva.gov
Subject: Reorganization of Waiting List

Hello All—

I wanted to follow-up with you regarding your local preferences. As I stated at the meeting we can restructure your waiting list and remove the point category for Sussex, Emporia and Greensville. That will not require board approval - only need an email from you indicating that due budget constraints your agency can no longer fund administrative costs on behalf of these 3 areas since the jurisdictions will not financially contribute to the expense of offering the program outside of Sussex.

Making this revision does not remove the applicants from the waiting list nor does it change their waiting list position. What is accomplished is the applicant must agree to move or work in Sussex to use the voucher at the point of the voucher being offered to them. This seemed to be a concern that can be easily addressed. Your leasing is over 100% and therefore it will be quite some time before you can pull applicants from the waiting list.

Unfinished Business
Page 13

At the moment I do not have approval to pay you any additional funds to administer the program outside of Sussex but we can at least restructure the waiting list to begin the process of correctly identifying your local residency preference. At the point of a family not wanting to live/work In Sussex you can then decide whether to administer the program in other areas depending on your financial resources.

Please let me know if I can assist you or clarify any program issues.

Thank you.

Sharon

Sharon B. Fairburn--Housing Choice Voucher Director
Virginia Housing Development Authority (VHDA)
P. O Box 4545
Richmond, VA 23220
Phone: 804-343-5920
Fax: 804-343-8390
sharon.fairburn@vhda.com



**MEMORANDUM OF UNDERSTANDING BETWEEN
Virginia Housing Development Authority (VHDA) AND
Sussex County Housing Department**

The Virginia Housing Development Authority (“VHDA”) has created the Rental Unit Accessibility Modification Grant Program (“RUAM Grant Program”) to support accessibility modifications to rental units for income qualified Virginia residents with disabilities. The availability of such program is contingent upon the availability of program funds from VHDA.

The Sussex County Housing Department (the “Assisting Organization”) located in Waverly, wishes to facilitate the availability of the RUAM Grant Program in its service area.

The term of this Agreement is from July 1, 2016 through June 30, 2019, subject to the availability of the VHDA program funding as previously stated. VHDA may suspend or terminate this Agreement if the Assisting Organization fails to comply with the terms of this Agreement. If VHDA suspends or terminates this Agreement for the foregoing reason, or for any other reason, VHDA shall notify the Assisting Organization in writing setting forth the reason for such suspension or termination, its effective date, and, in the case of partial termination, the portion to be terminated.

Under this Agreement, VHDA’s role is the following:

- 1) To receive referrals from the Assisting Organization for individuals with disabilities who are in need of home modifications on rental units;
- 2) To provide financial assistance up to \$2,800.00, contingent upon available funding, per eligible applicant;
- 3) To provide financial assistance up to \$10,000.00, contingent upon available funding, per applicant with an Intellectual Disability (ID) waiver or Developmental Disability (DD) waiver;
- 4) To provide an administrative stipend of \$300.00 to the Assisting Organization (this rate is subject to change with 30-day notice given by VHDA to the Assisting Organization) per eligible applicant upon the completion of the requested work;
- 5) Wherever VHDA deems it appropriate, to visit the site and conduct a review of the work where the accessibility modification has been completed.

Under this Agreement, the Assisting Organization’s role is the following:

- 1) To receive referrals from individuals with disabilities requiring the modification of rental units;
- 2) To assist individuals with disabilities to complete a RUAM Grant Program Application;
- 3) To make the tenant and landlord aware of the Fair Housing Act’s requirements regarding reasonable modifications such as those eligible for funding under the RUAM Grant Program;
- 4) To make the tenant and landlord aware of RUAM Grant Program rules including the explanation contained in VHDA’s document entitled “What You Should Know Before Hiring a Contractor”;
- 5) To make the tenant aware of the following Conflict of Interest Policy:
By submitting this application for a grant, the Applicant certifies to VHDA that he or she (1) does not have any ownership interest in the contractor(s) bidding on the job, (2) has not received

anything, and has not received the promise of anything, from the contractor(s) bidding on the job that the Applicant has not already paid for in full, (3) does not have any personal or family relationship with the contractor(s) bidding on the job, and (4) has not given anything of value to any employee or agent of VHDA at any time prior to this application.

- 6) To grant extensions, pursuant to the RUAM Grant Program rules, to Applicants when their Contractors need more time, and to deliver to VHDA all associated documents and notices when such extensions are granted;
- 7) To provide VHDA with the following information:
 - A. Items Required for Award Approval:
 - a. Completed Application;
 - b. Proof of current year income for applicant and all those living in the household;
 - c. Contractor's estimate;
 - d. Contractor's W-9;
 - e. Copy of Contractor's license;
 - f. Applicable trade licenses;
 - g. Contractor's Certificate of Insurance;
 - h. ACH form (to be completed by contractor);
 - i. Statement whether a building permit or Certificate of Appropriateness is required;
 - j. Written documentation if additional funding is being provided from other sources;
 - k. Agent agreement for portable ramps (if applicable);
 - l. Rental lease agreement with both landlord and tenant signatures;
 - m. Applicant agreement;
 - n. Landlord/Owner agreement;
 - o. Copy of Intellectual Disability (ID) Waiver or Developmental Disability (DD) Waiver;
 - p. "Before" photos.
 - B. Items Required when Work is Complete:
 - a. Final Contractor invoice addressed to "VHDA, on behalf of [Applicant]" with building permit and Certificate of Appropriateness receipt attached (if applicable);
 - b. Copy of building permit (if applicable);
 - c. Copy of locality inspection approval (if applicable);
 - d. Copy of Certificate of Appropriateness for Historical Areas (if applicable);
 - e. Agent invoice addressed to VHDA;
 - f. "After" photos;
 - g. Inspection report signed by agent and applicant.

All terms not defined in this Agreement have the meaning given them in the RUAM Grant Program guidelines and documentation. The Assisting Organization shall inform and properly train their key staff on the requirements of this Agreement and certify that their staff has been trained and is in compliance by emailing GPCompliance@VHDA.com with a statement of such by January 31st of each year that this Agreement is in effect. The below signatures by the representatives of each party indicate the understanding of the above roles for each party and that this Agreement may be amended only by a written amendment that is signed by both parties. This Agreement is not exclusive in that each party may enter into other partnerships.

Sussex County Housing Department

VHDA

By: _____

By: _____

Date: _____

Date: _____



Rental Unit Accessibility Modification Grant Program Handbook

Grants Programs and Initiatives

Effective: July 1, 2016

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1. Program Description

VHDA's **Rental Unit Accessibility Modification Grant Program** makes funding available to assist with modifications to **rental units** to make them accessible for a specific tenant. The modifications made to the rental unit must relate to the tenants ability to function on a daily basis. These funds are available to persons earning 80% or less of the area median income, based on HUD Guidelines¹.

Applications will be accepted from Agents on behalf of the tenant. Examples of approved Agents are Centers for Independent Living (CILs), Local Housing Authorities, or landlords in need of accessibility modifications to a rental unit for a specific tenant. Applications are processed on a first come, first served basis.

All communications for the work to be completed will be between the Agent, Contractor, Applicant, and Landlord. VHDA's Grant Programs Administrator does not intercede in this communication process unless requested by the Agent. **The Agent should be the only point of contact between the program participants and VHDA.**

The home or unit requiring modifications must be the primary principal residence of the individual with a disability. Typical modifications include, but are not limited to:

- Installation of ramps and chairlifts
- Widening of doorways and sidewalks
- Remote entry devices
- Alterations to bathrooms (tub cuts, grab bars, toilets, faucets, etc.) and kitchens

Applicants with modifications exceeding the maximum grant amount will need to find additional sources of funds to supplement the project cost (e.g. funds from local civic organizations, personal or family funds, or other government funded programs).

1.1. Eligibility Guidelines

There are two levels of grant assistance available.

The basic grant provides funds on a first come/first served basis, for a maximum of \$2,800. Funds can be used for any renovations that are needed to make the unit accessible for a person who is disabled. The funds do not pay for the cost of items that are required to be provided by the housing owner.

For qualified individuals holding Intellectual Disability (ID) waiver or Development Disability (DD) waivers, a grant of up to \$10,000 is available.

In recognition of an agent's assistance with these applications, an administrative stipend of \$300 will be paid only to the agents that work for CILs or Local Housing Authorities.

1.2. Restrictions

- Applicants are limited to one grant every five years unless the applicant moves to a new location which requires modification or if the modification was damaged due to natural causes (weather).
- Applicants paying rent to a family member that owns the residence are not eligible.

¹ HUD Guidelines: <http://WWW.VHDA.COM/BusinessPartners/PropertyOwnersManagers/Income-Rent-Limits/Pages/HUDMedianIncome.aspx>

1.3. Freedom of Information Act

VHDA is subject to, and will at all times comply with, the Virginia Freedom of Information Act ("FOIA"). VHDA will not disclose the personal financial information of the Applicant which is protected by law, but under the current version of FOIA, the rest of the file for this grant is entirely subject to disclosure.

1.4. Conflict of Interest

By submitting this application for a grant, the Applicant certifies to VHDA that he or she (1) does not have any ownership interest in the contractor(s) bidding on the job, (2) has not received anything, and has not received the promise of anything, from the contractor(s) bidding on the job that the Applicant has not already paid for in full, (3) does not have any personal or family relationship with the contractor(s) bidding on the job, and (4) has not given anything of value to any employee or agent of VHDA at any time prior to this application.

2. Application Process

2.1. Application Requirements

To apply for a RUAM Grant, the Agent for the tenant must provide the following documentation. **All documentation must be completed in full and submitted in a single application package to vhdagrants@vhda.com.**

1. A completed application (download the latest form on VHDA.com²; be aware that this form may be revised at any time, so be sure you are using the latest form)
2. Copy of Intellectual Disability (ID) waiver or Development Disability (DD) waiver (if applicable)
3. Proof of all sources of current year income (pay stubs, copy of social security letter, bank statement, etc.) for applicant and **all others living in the household**.
Note: Please mark out account numbers and social security numbers before submitting paperwork.
4. Written documentation for additional funding from other sources.
5. Written proof that the landlord has approved the work to be done, signed by the landlord and tenant. A detailed description of the work to be done must also be included on the application.
6. Landlord/Owner Agreement
7. Applicant Agreement
8. A copy of the Rental Lease Agreement (If the applicant is living with family members, the family member must provide a copy of a valid rental agreement. An applicant paying rent to a family member that **owns** a residence is **not eligible for this funding**.)
9. Contractor estimate with materials and labor separately itemized. Estimate must include statement from contractor that work will be completed within 120 days of approval.
10. Each contractor must provide a current Contractor's license, applicable trade licenses, and certification of insurance.
 - a. ACH form to be completed by the contractor.
 - b. Contractors must provide a W-9.
11. A statement as to whether or not a building permit is required by the locality. If so, this must be procured by the contractor.
12. A statement as to whether or not a Certificate of Appropriateness is required by the locality for work being proposed in a Historic District. If so, this must be procured by the contractor.
13. Digital photos of the specified work areas taken before work is started (email to VHDA's Grant Programs Administrator as attachments to the application package).
14. Agent Agreement (for portable ramps only)

² <http://www.vhda.com/Renters/Pages/AccessibleRentalHousing.aspx>

2.2. Approval

Once a complete application has been received by the Grant Programs Administrator, it will be reviewed and if accepted, a Grant Acceptance Letter will be emailed to the Agent within 10 business days.

Do not begin work until the Grant Award Letter has been received.

If the application requires additional information, the Grant Programs Administrator will inform the Agent of missing content. If the application is rejected, the Grant Programs Administrator will notify the Agent and provide an explanation for the decision.

2.2.1. Denial

The following are possible reasons for denial of a modification grant.

- Requested modification is the legal responsibility of the landlord.
- Applicant has received an award within five years at the same residence, and did not cite destruction of the previous modification due to natural causes.
- Applicant did not have an Intellectual Disability (ID) waiver or Development Disability (DD) waiver necessary for the modification requested.
- Contractor has in the past 24 months failed to complete a contract to the satisfaction of an applicant or agent under this grant program. The applicant may submit all applicable documents for an alternate contractor within fifteen (15) days.

2.3. Completion of Work

From the date that the Grant Award Letter is issued, the Agent has 120 days to work with the applicant, the contractor, and other involved parties to have the work completed. The work completed must meet ADA guidelines and the building code requirements.

Note: The Grant Programs Administrator or other assigned VHDA associate may stop by any location to inspect the work that has been done. If the Grant Programs Administrator or other VHDA associate needs access to the housing unit, the Agent will be contacted in advance to schedule an appointment to visit the unit.

Once the work is completed and (if applicable) a building inspector has signed off on the work, the following must be submitted to the Grant Programs Administrator for payment.

1. Final Contractor invoice addressed to VHDA on behalf of the Applicant with full disclosure of the work performed in an itemized list. VHDA will disburse the amount of the grant directly to the Contractor for work approved by the Applicant and Agent
2. Copy of and receipt for the Building Permit and/or Certificate of Appropriateness (if required by locality).
3. Invoice from Agent **addressed and billed to VHDA** for administrative stipend of \$300. Please reference Agent and Applicant name on the invoice.
4. A completed Inspection Report signed by the VHDA-approved Agent and Applicant.
5. Digital photos of the specified work areas taken after work is completed.

If any of the required items are not received by the Grant Programs Administrator, payment could be delayed. **Please advise contractors of the required information.**

2.3.1. Extensions

Funds must be used within the 120-day period. If the work cannot be completed in the allotted time, a completed Contractor Request for Extension form must be sent to the Agent no later than 15 days prior to the deadline for completion of work. The request must explain the reason for the extension and how much time is required to complete the work.

If the work has not been completed by the deadline and the Agent has not issued an approval for an extension (copying VHDA), the Grant Programs Administrator will contact the Agent letting them know that the applicant's application will be voided.

Extensions may be granted for the following reasons:

- Weather hindered completion of work within 120 days
- Delay attributable to the manufacturer in delivery of materials needed for modification; written documentation of delay must be provided by contractor

If for any reason an extension cannot be granted, the application will be voided.

2.4. Disbursement

Payment to the contractor and the administrative stipend will not be issued until the job is complete and inspected, and final paperwork has been received and approved by the Grant Programs Administrator.

Once the required documentation has been received and approved, the Grant Programs Administrator will send the Agent an email confirmation.

The Grant Programs Administrator will complete the paperwork for payment and send it to VHDA's finance department for payment. Please allow 30 business days for payment to be made to the contractor. Payment to the contractor will be issued directly from VHDA to the contractor.

3. Program Documents

The following program documents are part of the application package. Be sure you have the latest versions by downloading them from [VHDA.com](http://www.vhda.com)³.

3.1. Application

This is the official application required for a Rental Unit Accessibility Modification Grant.

3.2. Application Checklist

Agents should complete this checklist to ensure that all documentation is provided.

3.3. Applicant Agreement

This certifies that all applicant information is true, accurate, and complete to the best of the applicant's belief and knowledge.

3.4. Landlord/Owner Agreement

This certifies landlord/owner agreement to the modification, and stipulations of the grant.

3.5. Request for Contractor Information

This ensures the contractor is properly informed of his/her role and responsibilities concerning this program, and provides a checklist of required contractor information.

3.6. Final Inspection Report

This certifies that the applicant and Agent are satisfied with the work done to the residence and that it has been completed in a workmanship-like manner.

3.7. Contractor Request for Extension

This permits a contractor to request an extension to the construction timeframe necessary due to specific permissible conditions hindering completion of the work.

3.8. Agent Request for New Contractor

This permits an Agent to request a new contractor if the approved contractor has not completed work to the satisfaction of both the applicant and the Agent.

3.9. Sample Documents

These are provided as examples (not as templates) of certain documents required by the grant process.

3.9.1. Contractor Estimate Sheet

Required as part of the grant application process.

³ <http://www.vhda.com/Renters/Pages/AccessibleRentalHousing.aspx>

3.9.2. Contractor Invoice

Required at the completion of the construction process.

3.9.3. Lease Agreement

Required to show that the applicant resides at the location where the work will be performed.

3.9.4. Ramp Agreement

Required to show that the applicant understands the conditions of an accessibility ramp installation.

3.10.Resource Documents

Additional information provided to assist renters and landlords.