

Sussex County Board of Supervisors Regular Meeting
Thursday, September 16, 2021 – 6 pm
General District Courtroom – Sussex Judicial Center
15098 Courthouse Road, Sussex VA 23884

1. Commencement

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

2. Approval of Consent Agenda

- 2.01 Approval of Minutes: August 19, 2021 Regular Meeting
- 2.02 Warrants and Vouchers
- 2.03 Treasurer's Report – *for information only*
- 2.04 Financial Update – *for information only*
- 2.05 Departmental Reports – *for information only*

3. Recognitions/Awards/Presentation

- 3.01 Solid Waste Services Update – Ms. Lisa Danuser

4. Public Hearing

- 4.01 American Rescue Plan Act of 2021 (ARPA) Fund Use
 - a. Public Comments
 - b. Board Comments
 - c. Action (if any)

5. Appointments

- 5.01 Department of Social Services Advisory Board

6. Action Items

- 6.01 Flatfoot Solar, 2232 Review Appeal of Planning Commission Determination
Sussex Drive (Route 40), Stony Creek Election District
- 6.02 Literary Loan Refinancing Resolution
- 6.03 Dominion Broadband Agreement
- 6.04 Convenience Sites Monitoring and Management Contract Award
- 6.05 Virginia Diner Performance Agreement
- 6.06 Crater Regional Workforce Development Board Disallowed Costs
- 6.07 Children's Services Act (CSA) Funding and Revolving Loan Cap Request
- 6.08 Children's Services Act (CSA) Professional Coordination Services Agreement with the
City of Franklin
- 6.09 Wakefield Drainage Improvements Project and FEMA Grant Request – Mr. John Grey
and Mr. Lester Lowe, the Wooten Company
- 6.10 District Court Law Clerk Funding

7. Citizens' Comments

8. Unfinished Business

8.01 Annual Term Contracts for Professional Engineering Services on Multiple Small Projects

9. New Business

9.01 Redistricting

10. Board Members Comments

10.01 Blackwater District

10.02 Courthouse District

10.03 Henry District

10.04 Stony Creek District

10.05 Wakefield District

10.06 Waverly District

11. Closed Session – none

12. Recess/Adjournment

12.01 Recess/Adjournment

12.02 Next Regular Meeting, October 21, 2021 @ 6 p.m.

**At a Regular Meeting of the
Sussex County Board of Supervisors
Thursday, August 19, 2021 at 6 pm**

BOARD MEMBERS PRESENT

C. Eric Fly, Sr. (Virtual)
Marian D. Johnson (Virtual)
Debbie P. Jones
Wayne O. Jones
Susan M. Seward
Rufus E. Tyler, Sr.
Steve White, Tie Breaker

STAFF PRESENT:

Richard Douglas, County Administrator
Ellen G. Boone, Commissioner of the Revenue
Deste J. Cox, Treasurer
Lisa Danuser, Solid Waste Manager
G. Reid Foster, Public Safety
Ernest Giles, Sheriff
William Hagy, Director of Social Services
Kelly W. Moore, Director of Finance
Vincent L. Robertson, Commonwealth's Attorney
Shilton R. Butts, Assistant to the County Administrator/
Deputy Clerk to the Board of Supervisors

1. Commencement

1.01 Call to Order/Determine Quorum (6:17 p.m.)

The August 19, 2021 rescheduled meeting of the Sussex County Board of Supervisors was called to order by Chair Seward.

1.02 The Invocation

The Invocation was offered by Supervisor D. Jones.

1.03 The Pledge of Allegiance

The Pledge of Allegiance was recited by all.

1.04 Agenda Amendments

County Administrator Douglas requested to add Mr. Jesse Hellyer, Sussex County's Chamber of Commerce, was added under Item 3. Recognitions/Awards/Presentation, as Item 3.04.

Chair Seward, at the request of Supervisor Fly, to move Item 2. Consent Agenda, Item 2.09 Literary Loan Refunding to Item 6. Action Items, as Item 6.06.

1.05 Approval of Agenda

ON MOTION OF SUPERVISOR W. JONES, seconded by SUPERVISOR D. JONES and carried: RESOLVED that the Sussex County Board of Supervisors hereby approves the August 19, 2021 regular agenda inclusive of adding under Item 3. Recognitions/Awards/Presentation, as Item 3.04. Mr. Jesse Hellyer, Sussex County's Chamber of Commerce and moved Item 2.09 Literary Loan Refunding from under Item 2. Consent Agenda, to Item 6. Action Items as Item 6.06. All Board members present voted aye.

Chair Seward clarified that Consent Agenda Item 2.07 Joint Meeting of the Board of Supervisors and the Planning Commission – September 13, 2021 was review revisions to the Solar Ordinance, as per the request of Supervisor Fly.

2. Approval of Consent Agenda

ON MOTION OF SUPERVISOR D. JONES, seconded by SUPERVISOR W. JONES and carried: RESOLVED that the Sussex County Board of Supervisors hereby approves the Consent agenda inclusive of the following: (a) July 22, 2021 Rescheduled Meeting minutes; (b) the Approval of Warrants and Vouchers; (c) the Treasurer's Report; (d) Financial Update; (e) Departmental Reports; (f) Commonwealth's Attorney (Victim Witness Grant); and (g) Joint Meeting of the Board of Supervisors and the Planning Commission – September 13, 2021. All Board members present voted aye.

3. Recognitions/Awards/Presentation

3.01 Department of Forestry Funds – Mr. Dennis Gaston

Mr. Dennis Gaston, a representative of the Virginia Department of Forestry, was in attendance. Mr. Gaston is the forester that manages the Big Woods State Forest in Sussex County.

The Virginia Department of Forestry had a timber sale on the Big Woods State Forest during the last fiscal year. It is the policy of the Department of Forestry to give 25% of their proceeds back to the County. Mr. Gaston presented the Board a check in the amount \$19,534.84.

3.02 Crater Planning District Commission Proclamation for 50 Years Service to Localities – Mr. Alec Brebner

Staff received notice from Mr. Alec Brebner, Executive Director of Crater Planning District Commission, that the Commission adopted a proclamation in October 2020 last year recognizing 50 years of service to member localities in south-central Virginia.

Mr. Brebner gave a brief overview of Crater Planning District Commission.

Mr. Brebner presented the Plaque of the Proclamation for 50 Years of Service to Localities to the Board.

3.03 Children Services Act Audit Responses and DSS Performance Indicators – Mr. Will Hagy

Mr. Will Hagy, Director of Social Services, gave an overview of the Children Services Act (CSA). Mr. Hagy stated that the Children Services Act was a law enacted in 1993. CSA was established to provide a comprehensive service plan to children and families, as well as financial resources. CSA policy mandates each locality in Virginia to have a Community Policy Management Team (CPMT). CPMT is responsible for fiscal management of resources

CSA policy also requires CPMT to establish a Family Assessment and Planning Team (FAPT). FAPT is responsible for building comprehensive service plans for children and families.

CSA programs are audited on a two-year cycle in every locality. Sussex County was last audited on March 5, 2021. The period under review is April 1, 2019 to March 31, 2020.

Mr. Hagy reviewed the audit which found major deficiencies in fiscal activities compliance, internal controls, and government's activities and expenditures that were misclassified.16:41

Mr. Hagy stated other major deficiencies in the fiscal area that the audit identified was services were documented, such as duplication of payment of services.

Mr. Hagy reviewed DSS performance Indicators which included Supplemental Nutrition Assistance Program (SNAP), Temporary Assistance to Needy Families (TANF), Medicaid and Child Care.

3.04 Sussex County Chamber of Commerce – Mr. Jesse Hellyer

Mr. Jesse Hellyer, President of Sussex's Chamber of Commerce, stated that he was in attendance to keep the Board informed of the activities in the community.

He stated that the Chamber of Commerce currently has 48 members. Their goal is to reach 50 members by the end of August.

Mr. Hellyer stated the Board meets monthly to review and plan events. He reviewed some of their recent activities which included business leaders hours at Schultz Lawnsapes; reinstated the \$500 scholarships for residents of the County; renewed sponsorship of Civil War Trail at Sappony Baptist Church; provided volunteers to help the Town of Waverly to help start renovations; will provide breakfast for teachers and staff at Tidewater Academy and Sussex County Public Schools the following week.

He stated that there will be grand openings of businesses in the County. Everyone will receive an invite.

He stated that on Wednesday, September 29th, at 5 p.m. the Chamber will be hosting a Fall Festival in Waverly. It will be open to public at no charge. There will be food vendors present. Any adult drinks must remain in the fenced in area. No coolers of alcohol will be permitted. Mr. Hellyer noted that in addition to the food vendors, there is three restaurants in that location serving food and beverages. There is no charge for Chamber members; however, there is a \$25 charge for non-members. He noted that members of the House of Delegates and statewide elections will be notified if they are interested in attending at no charge. There will be a ban in attendance.

He noted that community members of the Chamber of Commerce includes Mayor McPhaul, Corey Schultz, Cindy Bash, Phyllis Tolliver (Jessica A. Moore Foundation) and Sheriff Giles.

Mr. Hellyer also noted that there was discussion of a Spring Fling in Stony Creek.

4. Public Hearing

There was no Public Hearing.

5. Appointments

5.01 Appointment to the Board of Building Code Appeals

County Administrator Douglas stated that there has been a vacancy on the Board of Building Code Appeals. There is a pending hearing. A full Board of five members has to be established.

Vice Chairman W. Jones nominated Mr. Chris Miller, 215 Coppahaunk Avenue, Waverly, Virginia. It was noted that Mr. Miller was interested in participating/bidding on County projects.

After discussion, it was noted that Mr. Miller's appointment would be contingent upon the County Attorney's final approval of whether it would be a conflict of interest to serve on the Board of Building Code Appeals and have the ability to bid on project.

If Mr. Miller is appointed, his term will begin immediately and expire June 30, 2026.

It was also noted that the Board had the option to appoint an alternate to serve in the absence of any regular member. The alternate will have the full power and authority of regular members.

Copies of the Virginia Board of Building Code Appeals Information, Section 119 and the Board of Building Code Appeals members were included in the Board packet.

ON MOTION OF SUPERVISOR W. JONES, seconded by SUPERVISOR D. JONES and carried: RESOLVED that the Sussex County hereby appoints Mr. Chris Miller, 215 Coppahaunk Avenue, Waverly, Virginia to the Board of Building Code Appeals, with a term beginning immediately, expiring June 30, 2026, contingent upon final approval of the County Attorney. All Board members voted aye.

Chair Seward discussed scheduling the pending appeal as soon as the County Attorney provides approval of the appointment.

5.02 Crater Planning District Commission

County Administrator Douglas stated that staff was advised by Mr. Brebner that Sussex County did not have representation on the Crater Planning District Full Commission and had inquired of the County Administrator's interest in serving on the Board. Mr. Douglas stated that he was willing to serve, if appointed.

The Full Commission meetings are held in October, February and June on the second Thursday of each month, with the exception of February and June. The February and June meetings are held on the 4th Thursday. The meeting times are 6:00 p.m.

The term for this appointment will have to be determined by the Board of Supervisors.

Copies of the Section of the Code of Law for Planning District Commission, List of Commissioners and the Proposed 2021-2022 Meeting Schedule were included in the Board packet.

ON MOTION OF SUPERVISOR W. JONES, seconded by D. JONES and carried: RESOLVED that the Sussex County Board of Supervisors hereby appoints County Administrator Richard Douglas to serve on Crater Planning District Full Commission as Sussex County's representative. All members present voted aye.

5.03 Department of Social Services Advisory Board

County Administrator Douglas stated that this item was in regards to the change of the Department of Social Services Administrative Board to an Advisory Board in April 2021.

There was discussion of discussion of having a representative from each district. There was also discussion of contacting members of the former DSS Administrator Board to see if they would be interested in serving on the Advisory Board.

Mr. Douglas was tasked with working with Mr. Hagy, Director of Social Services on this matter. This item is scheduled to be on the September 16, 2021 Board of Supervisors agenda.

6. Action Items

6.01 Sussex Green Machine Funding Request for Uniforms - \$3,360

County Administrator Douglas stated Sussex Green Machine youth league was requesting funding from the County to purchase uniforms for their youth football team.

Supervisors Fly and Johnson met and spoke with their representatives.

A copy of an invoice provided by Sussex Green Machine's vendor with the amount of funding requested was included in the Board packet.

ON MOTION OF SUPERVISOR TYLER, seconded by SUPERVISOR D. JONES and carried: RESOLVED that the Sussex County Board of Supervisors hereby approved funding Sussex Green Machine youth league \$3,360 to purchase uniforms for their youth football team. All members voted aye.

6.02 RFP #2021-03 Annual Term Contracts for Professional Engineering Services on Multiple Small Projects

County Administrator Douglas stated that staff advertised a Request for Proposals (#2021-03) for annual term contracts for professional engineering services on multiple small projects in April, and received proposals from the following seven firms: CHA Consulting (Richmond), Koontz Bryant Johnson Williams (Richmond); The Wooten Company (Raleigh); MSA (Virginia Beach); Moseley Architects (Richmond); Dunlap & Partners Engineers (Richmond); and Timmons Group (Richmond).

A staff committee comprised of the County Administrator, Public Works Director, and Public Safety Director reviewed each proposal to determine which firms would best meet the engineering needs of Sussex County.

There was discussion of the terms and renewable terms, as well as the when payments would be made, the amount of payments, would projects still be bid out, which firm would be doing what, etc.

After discussion, it was recommended to hold a Finance Committee meeting for further discussion and clarity.

A copy of RFP #2021-03 Annual Term Contracts for Professional Engineering Services on Multiple Small Projects was included in the Board packet.

ON MOTION OF SUPERVISOR FLY, seconded by D. JONES and carried: RESOLVED that the Sussex County Board of Supervisors hereby approved scheduling a Finance Committee for further discussion of the Annual Term Contracts for Professional Engineering Services on Multiple Small Projects to bring to the September 2021 regular Board of Supervisors meeting. All members presented voted aye.

6.03 Surry and Sussex Counties Memorandum of Agreement for Shared Building Official and Inspection Services

County Administrator Douglas stated that a Memorandum of Agreement for Shared Building Official and Inspection Services between Surry County and Sussex County, prepared by the County Attorney for the Board's consideration.

Staff of the two counties has been meeting to discuss the possibility of merging building-related services and addressing related needs in both counties, and this agreement provides the framework

for a shared arrangement. In summary, Sussex County would be the fiscal agent but the counties would split the costs equally for one shared building official and two shared building officials, with both counties maintaining its own permit technician or administrative staff. Splitting costs should allow the counties to offer increased compensation for the three employees, while allowing additional coverage and flexibility. The Surry County Board of Supervisors should be considering this agreement at its August 19 regular meeting as well. Please note under this plan that the current Building Official/Public Works Director position would be split and allow for additional focus on facilities/grounds and special projects.

A copy of Surry and Sussex Counties Memorandum of Agreement for Shared Building Official and Inspection Services.

ON MOTION OF SUPERVISOR W. JONES, seconded by SUPERVISOR TYLER and carried: RESOLVED that the Sussex County Board of Supervisors hereby approves the Memorandum of Agreement between Sussex and Surry Counties, with the allowance of minor administrative changes to the agreement as needed. All Board members present voted aye.

6.04 Emergency Shelter Memorandum of Understanding (MOU)

County Administrator Douglas stated that an Emergency Shelter Agreement between Sussex County and the Southeast 4-H Educational Center was included in the Board's packet for their consideration.

This Memorandum of Understanding was prepared by the County Attorney and addresses the provision of disaster emergency shelter and related services to the public at the Southeast 4-H Educational Center near Wakefield. The provision of shelter services is reflected in the County's emergency operations plan.

A copy of Emergency Shelter Memorandum of Understanding (MOU) was included in the Board packet.

ON MOTION OF SUPERVISOR W. JONES, seconded by D. JONES and carried: RESOLVED that the Sussex County Board of Supervisors hereby approves the Emergency Shelter Agreement between Sussex County and the Southeast 4-H Educational Center.

Voting aye: Supervisors Johnson, D. Jones, W. Jones, Seward, Tyler

Voting nay: none

Abstained: Supervisor Fly

6.05 Virginia Telecommunication Initiative Broadband Grant Resolution of Support and Agreement with Dominion Energy

County Administrator Douglas stated in the Board packet for the Board's consideration was a resolution of support for the VATI broadband grant application, as discussed at the July regular meeting. This resolution is required as part of the grant application that will be submitted in mid-September. An appropriation of matching funds is not required at this time, but \$500,000 in County

funds, which can be paid from ARPA funds, are being designated in the grant application as a County match (in addition to \$500,000 from the Cameron Foundation).

In addition, PGEC is requesting the Board of Supervisors adopt a broadband agreement with PGEC and Dominion Energy prior to the submission of the VATI grant application. This agreement is critical to providing universal broadband coverage to Sussex County, since Dominion is a major utility provider.

The County Attorney will review the agreement once he receives from Dominion Energy counsel, and Casey Logan will provide an overview prior to the Board's consideration.

ON MOTION OF SUPERVISOR TYLER, seconded by SUPERVISOR D. JONES and carried: RESOLVED that the Sussex County Board of Supervisors hereby adopts the resolution in support of a Virginia Telecommunications Initiative grant to provide broadband service in Sussex County; to-wit:

WHEREAS, high-speed broadband connectivity is a necessity for families and businesses attempting to access a wide array of services including, but not limited to, education, healthcare, e-commerce, banking, communication, etc.; and,

WHEREAS, a significant portion of the nearly 5,000 homes and 200 businesses in Sussex County are underserved or unserved relative to reliable high-speed broadband internet service; and,

WHEREAS, the Board of Supervisors of Sussex County is committed to providing local match funding sufficient to support implementation of the broadband project.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED that the Board of Supervisors of the County of Sussex, Virginia authorizes the submission of a Virginia Department of Housing and Community Development Virginia Telecommunications Initiative Grant application.

BE IT FURTHER RESOLVED that the County Administrator is authorized to sign and submit the appropriate documents for the submittal of the Virginia Telecommunications Initiative Grant proposal and any subsequent contract documents necessary to satisfy program requirements. All members voted aye.

6.06 Literary Loan Refunding

County Administrator Douglas stated that Davenport has recommended that the County consider a refunding of 2005 and 2008 literary loans for school construction (please note that this refunding would not extend the term for either loan). They have estimated a net savings over the next seven years of \$210,644 due to lower interest rates (beginning with an annual savings of \$37,836 in FY22).

In order to complete this refunding of debt, the County must submit an initial application to the Virginia Public School Authority (VPSA) by August 30 (the only action being requested by staff at this time). If the Board of Supervisors agrees to move forward with the refunding application, the Sussex County School Board will need to adopt a resolution by September 15, and the Board of Supervisors will need to adopt a resolution by October 4.

A copy of Davenport's discussion materials was included in the Board packet.

ON MOTION OF SUPERVISOR TYLER, seconded by SUPERVISOR D. JONES and carried: RESOLVED that the Sussex County Board of Supervisors hereby approves of the debt refunding application to VPSA for the 2005 and 2008 literary loans. All members voted aye.

7. Citizens' Comments

- Jesse Hellyer (Sussex Chamber of Commerce) – Town of Waverly Lowe's Grant to renovate SKYMAC Park; thanked Green Machine; new business coming; third annual 5K walk and run; tennis court.
- Reid Foster (Public Safety) – 21 news COVID cases.
- Alfred Futrell (Waverly District) – Building Department and Permit; appeal.

8. Unfinished Business

There was no Unfinished Business.

9. New Business

9.01 American Rescue Plan Act of 2021 (ARPA) Fund Review

County Administrator Douglas gave a brief review of a proposed list of ARPA-funded items, primarily items removed from the FY22 operating budget to make it balanced. He stated that Sussex County has received \$1.084 million in ARPA funds this year, with an equal amount scheduled to be received in June 2020. In order for these funds to be spent, a public hearing must be held, and staff recommends that a public hearing be scheduled for the September regular meeting. The Board may choose to hold a work session on this matter prior to the public hearing.

Mr. Douglas stated that the only action requested at this time is to advertise for a public hearing for the September regular meeting.

A copy of the FY22 ARPA Supplemental Budget was included in the Board packet.

Supervisor D. Jones departed at 9:25 p.m.

10. Board Member Comments

10.01 Blackwater District – none

10.02 Courthouse District – none

10.03 Henry District – none

10.04 Stony Creek District – absent

10.05 Wakefield District – Announced the Town of Wakefield Community Day scheduled for October 9 from 8 a.m. to 3 p.m.

10.06 Waverly District – none.

11. Closed Session

There was Closed Session.

12. Adjournment

12.01 Adjournment

ON MOTION OF SUPERVISOR W. JONES, seconded by SUPERVISOR TYLER and carried: RESOLVED that the August 19, 2021 rescheduled meeting of the Sussex County Board of Supervisors hereby adjourned at 945 p.m.

Voting aye: Supervisors Fly, Johnson, W. Jones, Seward, Tyler

Voting nay: none

Absent: Supervisor D. Jones

12.02 Next Meeting

The next regular Board of Supervisors meeting will be held on Thursday, October 21, 2021 at 6 p.m.

September 16, 2021

WARRANTS & VOUCHERS SUMMARY

TOTAL ALL WARRANTS FOR APPROVAL \$588,118.68

TOTAL ALL VOID CHECKS FOR APPROVAL \$0.00

ACCOUNTS PAYABLE WARRANTS: CHECK NO. AMOUNTS PROCESS DATE

FOR MONTH OF AUGUST 2021	219585-219615	\$ 100,812.20	RUN DATE 8/5/21
	219616-219622	\$ 12,802.97	RUN DATE 8/5/21
	219623	\$ 2,500.00	RUN DATE 8/5/21
	219635-219705	\$ 203,231.52	RUN DATE 8/12/21
	219711-219715	\$ 4,112.76	RUN DATE 8/12/21
	219716-219745	\$ 37,673.07	RUN DATE 8/19/21
	219746-219749	\$ 3,963.86	RUN DATE 8/19/21
	219760-219797	\$ 93,098.11	RUN DATE 8/26/21
	219798-219803	\$ 9,483.71	RUN DATE 8/26/21

Total Regular Warrants \$467,678.20

PAY. DEDUCTION WARRANTS:	219624-219634	\$ 60,497.67	RUN DATE 8/16/21
	219750-219759	\$ 59,942.81	RUN DATE 8/31/21

Total Deduction Warrants: \$120,440.48

TOTAL VOUCHERS & WARRANTS FOR APPROVAL \$588,118.68

VOIDED CHECKS

219706-219710 \$ - RUN DATE 8/12/21

ACCOUNTS PAYABLE CHECKS



P.O. NO.	VENDOR NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	A/P ACCRL	ACCOUNT NO.	NET AMOUNT	CHECK NO.	ACH PNT	ACH PNT	G/L ACCOUNT DESC.	BATCH INV. DESCRIPTION
00000000	0000923	ALL SEASONS TERWHITE & 00	4027072821	7/28/2021	65.00	4100-051500-1272-551-510	65.00	219585			Building Maintenance & Repair	01718 SUSSEX COUNTY JANIL
		DISC. TOTAL					.00	EPY			TOTAL	65.00
00000000	001917	AMAZON CAPITAL SERVICES INCW-TCL3-K6JM		8/01/2021	25.97	4100-021100-1241-211-210	25.97	219586			Office Supplies	01718 # AIU085SE5CTAJC
		DISC. TOTAL					.00	EPY			TOTAL	25.97
00000000	000009	BAI MUNICIPAL SOFTWARE	WATS20223-10056	8/01/2021	12.359	4100-021700-1221-271-210	12.359	219587			Accounting System	01718 # 10056
		DISC. TOTAL					.00	EPY			TOTAL	12.359
00000000	000010	BANK OF SOUTHSIDE VA	0164 0721 01	6/22/2021		4100-051100-1245-512-510	17.20	219588			Law Enforcement Supplies	01718 J OGBURN ACCT
00000000	000010		0206 0721 01	6/15/2021		4100-051100-1245-512-510	440.60	219588			Law Enforcement Supplies	01718 J HARRISON ACCT
00000000	000010		0206 0721 02	6/15/2021		4100-051100-1203-512-510	100.00	219588			Workshops and Conferences	01718 J HARRISON ACCT
00000000	000010		0206 0721 03	6/24/2021		4100-051100-1224-512-510	15.00	219588			Information System Services	01718 J HARRISON ACCT
00000000	000010		0206 0721 04	6/25/2021		4100-051500-1204-551-510	113.85	219588			Lodging	01718 J HARRISON ACCT
00000000	000010		0206 0721 05	7/07/2021		4100-051100-1224-512-510	52.99	219588			Information System Services	01718 J HARRISON ACCT
00000000	000010		0206 0721 06	7/11/2021		4100-051100-1244-512-510	43.98	219588			Uniform Services	01718 J HARRISON ACCT
00000000	000010		0214 0721 01	6/28/2021		4100-051100-1203-516-510	440.00	219588			Workshops and Conferences	01718 C.WYCHE ACCT
00000000	000010		0222 0721 01	6/16/2021		4100-051500-1246-551-510	2.00	219588			Food Supplies	01718 V.GIVEHS ACCT
00000000	000010		0222 0721 02	6/28/2021		4100-051500-1264-551-510	37.61	219588			Gasoline/Mileage-Non Training	01718 V.GIVEHS ACCT
		DISC. TOTAL			1.263		.00	EPY			TOTAL	1.263
00000000	000010	BANK OF SOUTHSIDE VA	0222 0721 03	6/28/2021		4100-051500-1205-551-510	25.72	219589			Meals	01718 V.GIVEHS ACCT
00000000	000010		0222 0721 04	6/28/2021		4100-051500-1264-551-510	25.13	219589			Gasoline/Mileage-Non Training	01718 V.GIVEHS ACCT
00000000	000010		0222 0721 05	6/29/2021		4100-051500-1264-551-510	50.00	219589			Gasoline/Mileage-Non Training	01718 V.GIVEHS ACCT
00000000	000010		0222 0721 06	6/29/2021		4100-051500-1205-551-510	31.28	219589			Meals	01718 V.GIVEHS ACCT
00000000	000010		0222 0721 07	6/29/2021		4100-051500-1264-551-510	25.78	219589			Gasoline/Mileage-Non Training	01718 V.GIVEHS ACCT
00000000	000010		0222 0721 08	6/29/2021		4100-051500-1205-551-510	11.18	219589			Meals	01718 V.GIVEHS ACCT
00000000	000010		0222 0721 09	7/01/2021		4100-051500-1272-551-510	44.99	219589			Building Maintenance & Repair	01718 V.GIVEHS ACCT
00000000	000010		0222 0721 10	7/10/2021		4100-051500-1246-551-510	10.00	219589			Food Supplies	01718 V.GIVEHS ACCT
00000000	000010		0255 0721 01	7/01/2021		4100-051100-1241-512-510	27.46	219589			Office Supplies	01718 SUSSEX SHERIFF ACC
00000000	000010		0255 0721 02	7/09/2021		4100-051100-1241-516-510	52.64	219589			Office Supplies	01718 SUSSEX SHERIFF ACC
		DISC. TOTAL			304.18		.00	EPY			TOTAL	304.18
00000000	000183	BRITT'S SERVICE CENTER	646375	7/28/2021		4100-051100-1265-512-510	17.50	219590			Vehicle Maintenance & Repairs	01718 SUSSEX SHERIFF
00000000	000183		646395	7/23/2021		4100-051100-1265-512-510	34.95	219590			Vehicle Maintenance & Repairs	01718 SUSSEX SHERIFF
		DISC. TOTAL			52.45		.00	EPY			TOTAL	52.45
00000000	000738	BUTLER'S TOWING AND	8633	8/02/2021		4100-051100-1265-512-510	20.00	219591			Vehicle Maintenance & Repairs	01718 SUSSEX SHERIFF
		DISC. TOTAL			20.00		.00	EPY			TOTAL	20.00
00000000	001485	CENTRAL AGRIBUSINESS	JR25428	7/28/2021		4100-051500-1246-551-510	77.00	219592			Food Supplies	01718 SUSSEX SHERIFF
		DISC. TOTAL			77.00		.00	EPY			TOTAL	77.00
00000000	001630	CHENEY BROTHERS	12-921475475	7/27/2021		4100-051500-1246-551-510	3.370	219593			Food Supplies	01718 # 60030700
		DISC. TOTAL			3.370		.00	EPY			TOTAL	3.370
00000000	001968	CITY POINT PLUMBING	7762	7/01/2021		4100-051500-1272-551-510	225.00	219594			Building Maintenance & Repair	01718 SUSSEX SHERIFF
		DISC. TOTAL			225.00		.00	EPY			TOTAL	225.00
00000000	000024	CRATER YOUTH CARE	22005-01	7/16/2021		4100-081800-2110-863-810	6.288	219595			Crater Youth Care Commission	01718 JULY 2021 USAGE FE
00000000	000024		22005-02	7/16/2021		4100-081800-2110-863-810	16.303	219595			Crater Youth Care Commission	01718 1ST QTR FY2022
		DISC. TOTAL			22.591		.00	EPY			TOTAL	22.591

P. O. NO.	VENDOR NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	A/P ACCRL	ACCOUNT NO.	NET AMOUNT	CHECK NO.	ACH PHT	G/L ACCOUNT DESC.	BATCH INV DESCRIPTION
0000000	000871	CRYSTAL SPRINGS	1352055	7/22/2021		4100-061100-1277-612-610	32.93	219596		Water Services	01718 # 1142181352055
0000000	000871		6091788	7/22/2021		4100-062100-1277-621-620	14.93	219596		Water Services	01718 # 11421076091788
0000000	000871		7302164	7/22/2021		4100-061100-1277-611-610	45.14	219596		Water Services	01718 # 37281837302164
		CHECK TOTAL			93.00	00 CPA PHT TOTAL	0.00	EPY PHT TOTAL			93.00
0000000	000902	DOC FARMER'S MARKET	MK185479	8/02/2021		4100-051500-1246-551-510	280.70	219597		Food Supplies	01718 SUSSEX COUNTY JAIL
		CHECK TOTAL			280.70	00 CPA PHT TOTAL	0.00	EPY PHT TOTAL			280.70
0000000	001791	E. C. RENNER CONCRETE LLC	21-4038	7/16/2021		4100-021500-1229-253-210	786.25	219598		Other Professional Services	01718 SUSSEX COUNTY
		CHECK TOTAL			786.25	00 CPA PHT TOTAL	0.00	EPY PHT TOTAL			786.25
0000000	000602	FIRE-X CORPORATION	611978	7/21/2021		4100-062100-1254-621-620	605.30	219599		Equipment Maintenance	01718 # SU0025
		CHECK TOTAL			605.30	00 CPA PHT TOTAL	0.00	EPY PHT TOTAL			605.30
0000000	000152	GALLS, LLC	018738597	7/02/2021		4100-051500-1244-551-510	68.55	219600		Uniform Services	01718 # 5417395
		CHECK TOTAL			68.55	00 CPA PHT TOTAL	0.00	EPY PHT TOTAL			68.55
0000000	001703	HEFTY WILEY & GORE P.C.	11300	7/25/2021		4100-022100-1223-281-220	7,500.00	219601		Legal Services	01718 SUSSEX COUNTY
		CHECK TOTAL			7,500.00	00 CPA PHT TOTAL	0.00	EPY PHT TOTAL			7,500.00
0000000	000129	LOGAN SYSTEMS, INC	55412	7/15/2021		4100-062100-1236-621-620	667.18	219602		Microfilming & Scanning Services	01718 SUSSEX COUNTY
		CHECK TOTAL			667.18	00 CPA PHT TOTAL	0.00	EPY PHT TOTAL			667.18
0000000	001882	MOBILE COMMUNICATIONS AWE	408000531-1	8/03/2021		4100-021500-1254-251-210	110.00	219603		Equipment Maintenance	01718 # 118941
		CHECK TOTAL			110.00	00 CPA PHT TOTAL	0.00	EPY PHT TOTAL			110.00
0000000	000051	MSAG LLC	C313417	7/30/2021		4100-021400-1225-241-210	161.00	219604		Management Consulting Service	01718 SUSSEX COUNTY
		CHECK TOTAL			161.00	00 CPA PHT TOTAL	0.00	EPY PHT TOTAL			161.00
0000000	000061	PRINCE GEORGE ELECTRIC	1413003200	7/28/2021		4100-021600-1276-263-210	48.19	219605		Electric	01718 # 1413003200
0000000	000061		1423010000	7/28/2021		4100-021600-1276-263-210	77.11	219605		Electric	01718 # 1423010000
0000000	000061		1667000200	7/28/2021		4100-021600-1276-263-210	101.55	219605		Electric	01718 # 1667000200
		CHECK TOTAL			226.85	00 CPA PHT TOTAL	0.00	EPY PHT TOTAL			226.85
0000000	000765	PRO-TECT FIRE	1253	8/02/2021		4100-051500-1272-551-510	130.00	219606		Building Maintenance & Repair	01718 SUSSEX SHERIFF
		CHECK TOTAL			130.00	00 CPA PHT TOTAL	0.00	EPY PHT TOTAL			130.00
0000000	000063	RUTHERFORD SUPPLY	1217503	7/29/2021		4100-021100-1241-211-210	416.39	219607		Office Supplies	01718 # 118601
		CHECK TOTAL			416.39	00 CPA PHT TOTAL	0.00	EPY PHT TOTAL			416.39
0000000	000832	SAH'S CLUB DIRECT	3118	7/01/2021		4100-051500-1247-551-510	555.20	219608		Janitorial Supplies	01718 # 0402188473177
		CHECK TOTAL			555.20	00 CPA PHT TOTAL	0.00	EPY PHT TOTAL			555.20
0000000	000187	SHANKO, JAMES	JS 072221	7/22/2021		4100-051500-1246-551-510	10.00	219609		Food Supplies	01718 REIMBURSEMENT
0000000	000187		JS 072221	7/22/2021		4100-051500-1299-551-510	5.00	219609		Miscellaneous Others	01718 REIMBURSEMENT
0000000	000187		JS 072821	7/30/2021		4100-051500-1299-551-510	75.00	219609		Miscellaneous Others	01718 REIMBURSEMENT
		CHECK TOTAL			90.00	00 CPA PHT TOTAL	0.00	EPY PHT TOTAL			90.00
0000000	001872	TAXING AUTHORITY CONSULTI	7330	7/27/2021		4100-041100-1291-411-410	1,954.34	219610		Judicial Land Sale Expenses	01718 SUSSEX COUNTY
		CHECK TOTAL			1,954.34	00 CPA PHT TOTAL	0.00	EPY PHT TOTAL			1,954.34

P.O. NO.	VENDOR NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	A/P ACCRL	ACCOUNT NO.	NET AMOUNT	CHECK NO.	ACH PMT	G/L ACCOUNT DESC.	BATCH INV. DESCRIPTION
0000000	000831	VACORP	79237-A	6/03/2021		4100-021500-1126-253-210	43,494.00	219611		(LEOS) Line of Duty & Disab1101718 # VA-SU-107-22	01718 # 252384783000121
DISC. TOTAL											01718 # 951295778000179
0000000	000769	VERIZON	0745850378	7/24/2021		4100-063100-1234-631-630	70.25	219612		Telecommunications	01718 # 951295778000179
0000000	000769	VERIZON	0973062717	7/27/2021		4100-021100-1234-211-210	224.87	219612		Telecommunications	01718 # 951295778000179
0000000	000769	VERIZON	0973062717	7/27/2021		4100-021400-1234-241-210	49.97	219612		Telecommunications	01718 # 951295778000179
0000000	000769	VERIZON	0973062717	7/27/2021		4100-021400-1234-242-210	74.96	219612		Telecommunications	01718 # 951295778000179
0000000	000769	VERIZON	0973062717	7/27/2021		4100-021600-1234-261-210	24.99	219612		Telecommunications	01718 # 951295778000179
0000000	000769	VERIZON	0973062717	7/27/2021		4100-021500-1234-253-210	24.99	219612		Telecommunications	01718 # 951295778000179
0000000	000769	VERIZON	0973062717	7/27/2021		4100-023100-1234-291-230	74.96	219612		Telecommunications	01718 # 951295778000179
0000000	000769	VERIZON	0973062717	7/27/2021		4100-041100-1234-411-410	99.94	219612		Telecommunications	01718 # 951295778000179
0000000	000769	VERIZON	0973062717	7/27/2021		4100-031100-1234-311-310	99.94	219612		Telecommunications	01718 # 951295778000179
0000000	000769	VERIZON	0973062717	7/27/2021		4100-063100-1234-631-630	124.93	219612		Telecommunications	01718 # 951295778000179
0000000	000769	VERIZON	0973062717	7/27/2021		4100-062100-1234-621-620	149.92	219612		Telecommunications	01718 # 951295778000179
0000000	000769	VERIZON	0973062717	7/27/2021		4100-063100-1234-632-630	24.98	219612		Telecommunications	01718 # 951295778000179
0000000	000769	VERIZON	0973062717	7/27/2021		4105-071100-1234-711-710	674.62	219612		Telecommunications	01718 # 951295778000179
DISC. TOTAL							1,719.32				1,719.32
0000000	000039	VERIZON WIRELESS	9884459260	7/19/2021		4100-051100-1234-512-510	187.46	219613		Telecommunications	01718 # 742314083-00002
0000000	000039	VERIZON WIRELESS	9884459260	7/19/2021		4100-051100-1234-516-510	187.45	219613		Telecommunications	01718 # 742314083-00002
DISC. TOTAL							562.36				562.36
0000000	000088	WAVERLY GLASS SHOP	12822	7/27/2021		4100-051100-1265-519-510	642.50	219614		Vehicle Maintenance Repairs	01718 SUSSEX SHERIFF
DISC. TOTAL							642.50				642.50
0000000	001644	XEROX FINANCIAL SERVICES	2714244	7/12/2021		4100-062100-1252-621-620	289.19	219615		Equipment Lease/Rental	01718 # 0200128117001
0000000	001644	XEROX FINANCIAL SERVICES	2725548	7/16/2021		4100-061100-1252-612-610	106.36	219615		Equipment Lease/Rental	01718 # 0200078186001
DISC. TOTAL							395.55				395.55
0000000							100.812.20				100.812.20
DISC. TOTAL							100.812.20				100.812.20

I HEREBY APPROVE THIS REGISTER FOR PAYMENT WITH EXCEPTIONS LISTED BELOW OR PREVIOUSLY DOCUMENTED.

THE TOTAL 100,812.20 - EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED

8-5-21
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8/5/2021
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DIRECTOR OF FINANCE
Rudolph

COUNTY ADMINISTRATION
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DESTE J. LUX, TREASURER

P.O. NO.	VENDOR NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	A/P ACCR	ACCOUNT NO.	NET AMOUNT	CHECK NO.	ACH PMT	G/L ACCOUNT DESC	BATCH INV DESCRIPTION
0000000	001651	DOCUMENT SYSTEMS	116156	7/06/2021		4100-021300-1252-231-210	64.67	219616		Equipment Lease/Rental	01719 SUSSEX HOUSING
											64.67
0000000	000084	DOMINION VIRGINIA POWER	1088433121	7/01/2021		4100-021600-1276-263-210	49.05	219617		Electric	01719 # 1088433121
0000000	000084		3776508966	7/01/2021		4100-021600-1276-263-210	6.59	219617		Electric	01719 # 3776508966
0000000	000084		6860160149	7/01/2021		4100-021600-1276-263-210	456.84	219617		Electric	01719 # 6860160149
0000000	000084		7860242267	7/01/2021		4100-021600-1276-263-210	348.57	219617		Electric	01719 # 7860242267
0000000	000084		9560347503	7/01/2021		4100-021600-1276-263-210	2,537.96	219617		Electric	01719 # 9560347503
0000000	000084		9630317502	7/01/2021		4100-021600-1276-263-210	445.66	219617		Electric	01719 # 9630317502
0000000	000084		9650330005	7/01/2021		4100-021600-1276-263-210	201.86	219617		Electric	01719 # 9650330005
											4,046.53
0000000	000056	OMEN FORD, INC	13631	5/26/2021		4105-071100-1265-711-710	63.40	219618		Vehicle maintenance & Repairs	01719 SUSSEX COUNTY
0000000	000056		14088	6/28/2021		4105-071100-1265-711-710	20.00	219618		Vehicle maintenance & Repairs	01719 SUSSEX COUNTY
											83.40
0000000	000080	TRI CITY OFFICE PRODUCTS	0139555-001	6/07/2021		4100-021100-1299-211-210	262.23	219619		Miscellaneous Others	01719 # SA0-0
											262.23
0000000	000087	VAN CLEEF AUTO PARTS INC	599381	7/07/2020		4100-021500-1254-253-210	130.07	219620		Equipment Maintenance	01719 # 27430
											130.07
0000000	001209	VIRGINIA COOPERATIVE EXT BILL SALRY	21/4	6/24/2021		4100-081300-2110-822-810	8,022.32	219621		VA Cooperative Extension	01719 FY 2021 4TH QUARTE
											8,022.32
0000000	000093	XEROX CORPORATION	013865565	7/07/2021		4100-062100-1252-621-620	193.75	219622		Equipment Lease/Rental	01719 # 099018525
											193.75
											12,802.97
											12,802.97

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THE TOTAL 12,802.97 - EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED

8-5-21

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Kull Wain
 DIRECTOR OF FINANCE

Richard Egan
 COUNTY ADMINISTRATION

Dustin Cox
 DEPT. TREASURER

P.O. NO.	VENDOR NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	A/P ACCL	ACCOUNT NO.	CHECK NO.	CHECK AMOUNT	CHECK DATE	ACH PMT	ACH TOTAL	NET AMOUNT	CHECK NO.	ACH PMT	ACH TOTAL	Miscellaneous	Others	TOTAL	BATCH INV. DESCRIPTION
0000000	001911	DOUGLAS, RICHARD	RD 072321	7/23/2021		4100-021100-1299-211-210	219623	2,500.00		.00	CPA PMT TOTAL	2,500.00	.00	219623	.00	CPA PMT TOTAL	.00	2,500.00	01720 REIMBURSEMENT
			CHECK TOTAL					2,500.00		.00	CPA PMT TOTAL	.00			.00	CPA PMT TOTAL	.00	2,500.00	2,500.00
			CHECK TOTAL					2,500.00		.00	CPA PMT TOTAL	.00			.00	CPA PMT TOTAL	.00	2,500.00	2,500.00
			CHECK TOTAL					2,500.00		.00	CPA PMT TOTAL	.00			.00	CPA PMT TOTAL	.00	2,500.00	2,500.00

I HEREBY APPROVE THIS REGISTER FOR PAYMENT WITH EXCEPTIONS LISTED BELOW OR PREVIOUSLY DOCUMENTED.
 THE TOTAL 2,500.00 EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED.

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[Signature]
 DIRECTOR OF FINANCE

[Signature]
 COUNTY ADMINISTRATION

[Signature]
 DEANE J. COVATRETTI
 DEANE J. COVATRETTI

P O NO	VENDOR NO	VENDOR NAME	INVOICE NO	INVOICE DATE	A/P REGISTER	ACCOUNT NO	NET AMOUNT	CHECK NO	ACH PHT	ACH PHT TOTAL	G/L ACCOUNT DESC	BATCH INV DESCRIPTION
0000000	000342	AGRI-VA, INC	18375/6	7/30/2021	4100-021600-1242-261-210	4100-021600-1242-261-210	78.29	219635			Agricultural Supplies	01721 # 60130
0000000	000342		8/4348/6	7/30/2021	4100-021600-1242-261-210	4100-021600-1242-261-210	64.00	219635			Agricultural Supplies	01721 # 60130
		DISC. TOTAL			142.29	00 CPA PHT TOTAL	00	00	00	00	00	142.29
0000000	001507	BARKSDALE OILS INC.	SUSSCTY 073121	7/31/2021	4100-021600-1264-261-210	4100-021600-1264-261-210	408.08	219636			Mileage	01721 # SUSSCTY
0000000	001507		SUSSCTY 073121	7/31/2021	4100-021200-1264-221-210	4100-021200-1264-221-210	276.24	219636			Mileage	01721 # SUSSCTY
0000000	001507		SUSSCTY 073121	7/31/2021	4100-021400-1264-241-210	4100-021400-1264-241-210	160.10	219636			Mileage	01721 # SUSSCTY
0000000	001507		SUSSCTY 073121	7/31/2021	4100-021400-1264-241-210	4100-021400-1264-241-210	235.44	219636			Mileage	01721 # SUSSCTY
0000000	001507		SUSSCTY 073121	7/31/2021	4100-021500-1264-253-210	4100-021500-1264-253-210	288.80	219636			Mileage	01721 # SUSSCTY
0000000	001507		SUSSCTY 073121	7/31/2021	4100-051100-1264-512-510	4100-051100-1264-512-510	10.390	55	219636		Mileage/Gas	01721 # SUSSCTY
0000000	001507		SUSSCTY 073121	7/31/2021	4105-071100-1264-711-710	4105-071100-1264-711-710	803.62	219636			Gasoline	01721 # SUSSCTY
		DISC. TOTAL			12,562.83	00 CPA PHT TOTAL	00	00	00	00	00	12,562.83
0000000	000300	BATTERY BARN OF VA INC	389055	8/05/2021	4100-021500-1254-251-210	4100-021500-1254-251-210	115.20	219637			Equipment Maintenance	01721 # 749
		DISC. TOTAL			115.20	00 CPA PHT TOTAL	00	00	00	00	00	115.20
0000000	001676	BERKLEY GROUP	WO#2A INV#10	8/02/2021	4100-021400-1225-241-210	4100-021400-1225-241-210	4,020.00	219638			Management Consulting Service	01721 PLANNER POSITION
0000000	001676		WO#2B INV#10	8/02/2021	4100-021400-1225-241-210	4100-021400-1225-241-210	2,916.00	219638			Management Consulting Service	01721 PLANNING DIRECTOR
0000000	001676		WO#3 INV#10	8/03/2021	4100-021400-1229-241-210	4100-021400-1229-241-210	1,789.15	219638			Other Professional Services	01721 SMALL AREA PLANS
0000000	001676		WO#7 INV#9	8/02/2021	4100-021400-1241-241-210	4100-021400-1241-241-210	850.00	219638			Office Supplies	01721 SOLAR PROJ APPLCTN
		DISC. TOTAL			9,575.15	00 CPA PHT TOTAL	00	00	00	00	00	9,575.15
0000000	000183	BRITT'S SERVICE CENTER	646455	8/05/2021	4100-051100-1265-512-510	4100-051100-1265-512-510	39.90	219639			Vehicle Maintenance & Repairs	01721 SUSSEX SHERIFF
		DISC. TOTAL			39.90	00 CPA PHT TOTAL	00	00	00	00	00	39.90
0000000	999999	BROOKS, ANTHONY	AB 0721	8/03/2021	4100-051500-1215-551-510	4100-051500-1215-551-510	154.80	219640			Immrate Pay	01721 INMATE PAY
		DISC. TOTAL			154.80	00 CPA PHT TOTAL	00	00	00	00	00	154.80
0000000	999999	BROOKS, DAARON	DB 0721	8/03/2021	4100-051500-1215-551-510	4100-051500-1215-551-510	96.30	219641			Immrate Pay	01721 INMATE PAY
		DISC. TOTAL			96.30	00 CPA PHT TOTAL	00	00	00	00	00	96.30
0000000	999999	BROWN, GEORGE	GB 0721	8/03/2021	4100-051500-1215-551-510	4100-051500-1215-551-510	191.70	219642			Immrate Pay	01721 INMATE PAY
		DISC. TOTAL			191.70	00 CPA PHT TOTAL	00	00	00	00	00	191.70
0000000	000738	BUTLER'S TOWING AND	8678	8/09/2021	4100-051100-1265-519-510	4100-051100-1265-519-510	117.50	219643			Vehicle Maintenance Repairs	01721 SUSSEX SHERIFF
0000000	000738		8683	8/09/2021	4100-051100-1265-519-510	4100-051100-1265-519-510	32.50	219643			Vehicle Maintenance Repairs	01721 SUSSEX SHERIFF
		DISC. TOTAL			150.00	00 CPA PHT TOTAL	00	00	00	00	00	150.00
0000000	001251	CABIN POINT VETERINARY	68301	7/12/2021	4100-021600-1227-261-210	4100-021600-1227-261-210	1,340.00	219644			Medical Services	01721 # 1707
0000000	001251		68367	7/13/2021	4100-021600-1227-261-210	4100-021600-1227-261-210	180.00	219644			Medical Services	01721 # 1707
		DISC. TOTAL			1,520.00	00 CPA PHT TOTAL	00	00	00	00	00	1,520.00
0000000	000728	CARQUEST OF WAKEFIELD	15335-27228	8/06/2021	4100-051100-1265-519-510	4100-051100-1265-519-510	49.20	219645			Vehicle Maintenance Repairs	01721 # 5001
0000000	000728		15335-27231	8/06/2021	4100-051100-1265-519-510	4100-051100-1265-519-510	31.48	219645			Vehicle Maintenance Repairs	01721 # 5001
		DISC. TOTAL			80.68	00 CPA PHT TOTAL	00	00	00	00	00	80.68
0000000	001485	CENTRAL AGRIBUSINESS	JR25513	8/03/2021	4100-051500-1246-551-510	4100-051500-1246-551-510	77.00	219646			Food Supplies	01721 SUSSEX SHERIFF
		DISC. TOTAL			77.00	00 CPA PHT TOTAL	00	00	00	00	00	77.00
0000000	001449	CONVERGENT TECHNOLOGIES	24125	8/06/2021	4100-051100-1224-516-510	4100-051100-1224-516-510	359.00	219647			Information System Services	01721 SUSSEX SHERIFF
		DISC. TOTAL			359.00	00 CPA PHT TOTAL	00	00	00	00	00	359.00

P.O. NO.	VENDOR NO.	VENDOR NAME	CHECK NO.	CHECK DATE	INVOICE NO.	INVOICE DATE	A/P ACCR	ACCOUNT NO.	NET AMOUNT	CHECK NO.	ACH PHT	G/L ACCOUNT DESC.	BATCH INH DESCRIPTION
0000000	000020	COMLING BROTHERS	298966	7/07/2021	298966	7/07/2021	14.09	4100-051500-1265-551-510	14.09	219648	.00	Vehicle Maintenance & Repairs	01721 #SCJ001
													14.09
0000000	000871	CRYSTAL SPRINGS	12841556	7/16/2021	12841556	7/16/2021	37.92	4100-063100-1277-631-630	37.92	219649	.00	Water Services	01721 # 114253012841556
													37.92
0000000	999999	DAVIS, LOUIS	LD 0721	8/03/2021	LD 0721	8/03/2021	14.85	4100-051500-1215-551-510	14.85	219650	.00	Irmatate Pay	01721 INMATE PAY
													14.85
0000000	000983	DELL MARKETING L.P.	10509633421	8/07/2021	10509633421	8/07/2021	772.14	4100-041100-1241-411-410	772.14	219651	.00	Office Supplies	01721 # 1453579
													772.14
0000000	000193	DEPART OF MOTOR VEHICLES	202121200714	8/04/2021	202121200714	8/04/2021	1,850.00	4100-041100-1299-411-410	1,850.00	219652	.00	Misc.Oth-DMV Stops	01721 # 546001642019
													1,850.00
0000000	001185	DISPUTANTA ANIMAL HOSPITA	249809	8/02/2021	249809	8/02/2021	275.00	4100-021600-1227-261-210	275.00	219653	.00	Medical Services	01721 SUSSEX COUNTY
			250234	8/09/2021	250234	8/09/2021	265.73	4100-021600-1227-261-210	265.73	219653	.00	Medical Services	01721 SUSSEX COUNTY
			250235	8/09/2021	250235	8/09/2021	75.00	4100-021600-1227-261-210	75.00	219653	.00	Medical Services	01721 SUSSEX COUNTY
													595.73
0000000	000902	DOC FARMER'S MARKET	HK185636	8/09/2021	HK185636	8/09/2021	245.10	4100-051500-1246-551-510	245.10	219654	.00	Food Supplies	01721 SUSSEX COUNTY JAIL
													245.10
0000000	001651	DOCUMENT SYSTEMS	116599	8/02/2021	116599	8/02/2021	133.24	4100-021400-1252-241-210	133.24	219655	.00	Equipment Lease/Rental	01721 SUSSEX PLANNING
			116600	8/02/2021	116600	8/02/2021	133.25	4100-021400-1252-242-210	133.25	219655	.00	Equipment Lease/Rental	01721 SUSSEX PLANNING
			116891	8/05/2021	116891	8/05/2021	302.42	4100-021100-1252-211-210	302.42	219655	.00	Equipment Lease/Rental	01721 SUSSEX ADMIN/FINAN
													627.55
0000000	000084	DOMINION VIRGINIA POWER	0482572328	7/28/2021	0482572328	7/28/2021	2,897.43	4100-021600-1276-263-210	2,897.43	219656	.00	Electric	01721 # 0482572328
			0561293952	7/29/2021	0561293952	7/29/2021	6.59	4100-021600-1276-263-210	6.59	219656	.00	Electric	01721 # 0561293952
			1088433121	8/02/2021	1088433121	8/02/2021	50.46	4100-021600-1276-263-210	50.46	219656	.00	Electric	01721 # 1088433121
			2406362505	8/02/2021	2406362505	8/02/2021	2,275.26	4100-051500-1276-551-510	2,275.26	219656	.00	Electric	01721 # 2406362505
			3500335009	7/30/2021	3500335009	7/30/2021	1,492.65	4100-021600-1276-263-210	1,492.65	219656	.00	Electric	01721 # 3500335009
			3776508966	8/02/2021	3776508966	8/02/2021	6.59	4100-021600-1276-263-210	6.59	219656	.00	Electric	01721 # 3776508966
			4714897313	8/02/2021	4714897313	8/02/2021	195.31	4100-021600-1276-263-210	195.31	219656	.00	Electric	01721 # 4714897313
			508073736	7/28/2021	508073736	7/28/2021	68.99	4100-021600-1276-263-210	68.99	219656	.00	Electric	01721 # 508073736
			5690307508	7/29/2021	5690307508	7/29/2021	149.87	4100-021500-1279-251-210	149.87	219656	.00	Propane Gas & Electric	01721 # 5690307508
			6305358712	7/29/2021	6305358712	7/29/2021	48.96	4100-021600-1276-264-210	48.96	219656	.00	Electric	01721 # 6305358712
													7,192.11
0000000	000084	DOMINION VIRGINIA POWER	6860160149	8/02/2021	6860160149	8/02/2021	525.81	4100-021600-1276-263-210	525.81	219657	.00	Electric	01721 # 6860160149
			7190905005	7/30/2021	7190905005	7/30/2021	152.89	4100-021600-1276-263-210	152.89	219657	.00	Electric	01721 # 7190905005
			7378703693	7/29/2021	7378703693	7/29/2021	57.65	4100-021600-1276-264-210	57.65	219657	.00	Electric	01721 # 7378703693
			7860242267	8/02/2021	7860242267	8/02/2021	382.10	4100-021600-1276-264-210	382.10	219657	.00	Electric	01721 # 7860242267
			8855852839	7/29/2021	8855852839	7/29/2021	540.17	4100-021600-1276-263-210	540.17	219657	.00	Electric	01721 # 8855852839
			9073933633	7/29/2021	9073933633	7/29/2021	96.76	4100-051500-1276-551-510	96.76	219657	.00	Electric	01721 # 9073933633
			9447701492	7/26/2021	9447701492	7/26/2021	16.87	4100-021600-1276-263-210	16.87	219657	.00	Electric	01721 # 9447701492
			9560347503	8/02/2021	9560347503	8/02/2021	2,739.34	4100-021600-1276-263-210	2,739.34	219657	.00	Electric	01721 # 9560347503
			9630317502	8/02/2021	9630317502	8/02/2021	491.80	4100-021600-1276-263-210	491.80	219657	.00	Electric	01721 # 9630317502

P.O. NO.	VENDOR NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	A/P ACRL	ACCOUNT NO.	NET AMOUNT	CHECK NO.	ACH PNT	ACH PNT TOTAL	BATCH INV DESCRIPTION
0000000	0000084	.00 CHECK TOTAL	9650330005	8/02/2021	ACH PNT TOTAL	4100-021600-1276-263-210	301.46	219657	.00	219657	Electric 00 TOTAL
	DISC. TOTAL		5,304.85				.00				01721 # 9650330005 5,304.85
0000000	0000084	DOMINION VIRGINIA POWER	9660330003	7/29/2021	ACH PNT TOTAL	4100-021600-1276-263-210	244.67	219658	.00	219658	Electric 00 TOTAL
	DISC. TOTAL		9670342501	8/02/2021	ACH PNT TOTAL	4100-021600-1276-263-210	236.95	219658	.00	219658	Electric 00 TOTAL
	DISC. TOTAL		481.62				.00				01721 # 9670342501 481.62
0000000	001725	EDMUNDS WASTE REMOVAL INC	104506	8/01/2021	ACH PNT TOTAL	4100-021600-1247-264-210	425.00	219659	.00	219659	Janitorial Supplies 00 TOTAL
	DISC. TOTAL						.00				01721 SUSSEX COUNTY 425.00
0000000	000869	ELECTRONIC SYSTEMS, INC	1N1897438	8/03/2021	ACH PNT TOTAL	4105-071100-1241-711-710	155.00	219660	.00	219660	Office Supplies 00 TOTAL
	DISC. TOTAL						.00				01721 # C090 155.00
0000000	001692	FERRELLGAS	1116424363	7/28/2021	ACH PNT TOTAL	4100-051500-1279-551-510	646.81	219661	.00	219661	Propane Gas 00 TOTAL
	DISC. TOTAL		1116424369	7/28/2021	ACH PNT TOTAL	4100-021200-1279-221-210	904.41	219661	.00	219661	Propane Gas 00 TOTAL
	DISC. TOTAL		1,551.22				.00				01721 # 112364120 1,551.22
0000000	001527	FORD MOTOR CREDIT CO LLC	1767015	7/27/2021	ACH PNT TOTAL	4302-091300-0011-	68,394.23	219662	.00	219662	Sheriff Patrol Vehicle 00 TOTAL
	DISC. TOTAL						.00				01721 # 7672803 68,394.23
0000000	001723	GARDAWORLD SECURITY SERVI	686996	7/23/2021	ACH PNT TOTAL	4100-021600-1229-264-210	1,122.42	219663	.00	219663	Other Professional Services 01721 # SUS001
	DISC. TOTAL		686997	7/23/2021	ACH PNT TOTAL	4100-021600-1229-264-210	1,122.42	219663	.00	219663	Other Professional Services 01721 # SUS001
	DISC. TOTAL		686998	7/23/2021	ACH PNT TOTAL	4100-021600-1229-264-210	1,122.42	219663	.00	219663	Other Professional Services 01721 # SUS001
	DISC. TOTAL		686999	7/23/2021	ACH PNT TOTAL	4100-021600-1229-264-210	1,122.42	219663	.00	219663	Other Professional Services 01721 # SUS001
	DISC. TOTAL		687000	7/23/2021	ACH PNT TOTAL	4100-021600-1229-264-210	1,122.42	219663	.00	219663	Other Professional Services 01721 # SUS001
	DISC. TOTAL		687001	7/23/2021	ACH PNT TOTAL	4100-021600-1229-264-210	1,122.42	219663	.00	219663	Other Professional Services 01721 # SUS001
	DISC. TOTAL		687002	7/23/2021	ACH PNT TOTAL	4100-021600-1229-264-210	1,122.42	219663	.00	219663	Other Professional Services 01721 # SUS001
	DISC. TOTAL		687003	7/23/2021	ACH PNT TOTAL	4100-021600-1229-264-210	1,122.42	219663	.00	219663	Other Professional Services 01721 # SUS001
	DISC. TOTAL		8,979.36				.00				01721 # 8,979.36
0000000	000258	GEORGE COX & SONS	8689	7/31/2021	ACH PNT TOTAL	4100-051500-1272-551-510	302.00	219664	.00	219664	Building Maintenance & Repair 01721 SUSSEX COUNTY JAIL
	DISC. TOTAL						.00				302.00
0000000	000049	JARRATT HARDWARE	2107-090868	7/17/2021	ACH PNT TOTAL	4100-051500-1241-551-510	29.99	219665	.00	219665	Office Supplies 01721 # 159
	DISC. TOTAL						.00				29.99
0000000	001969	JENSEN MECHANICAL INC.	23	7/26/2021	ACH PNT TOTAL	4100-021200-1229-221-210	5,718.00	219666	.00	219666	Other Prof. Ser. & Carpet Clea 01721 SUSSEX COUNTY
	DISC. TOTAL						.00				5,718.00
0000000	999999	KING, DAVIO	DK 0721	8/03/2021	ACH PNT TOTAL	4100-051500-1215-551-510	132.30	219667	.00	219667	Inmate Pay 01721 INMATE PAY
	DISC. TOTAL						.00				132.30
0000000	001943	MARK D. MILTANA MD PC	JULY 2021	8/05/2021	ACH PNT TOTAL	4100-051500-1293-551-510	3,750.00	219668	.00	219668	Inmate Medical Expenses 01721 SUSSEX SHERIFF
	DISC. TOTAL						.00				3,750.00
0000000	000956	OWEN FORD, INC	102387	8/04/2021	ACH PNT TOTAL	4100-021600-1265-262-210	27.96	219669	.00	219669	Vehicle Maintenance & Repairs 01721 SUSSEX COUNTY
	DISC. TOTAL						.00				27.96
0000000	000163	PEARSON'S APPRAISAL SERV	#4 080921	8/09/2021	ACH PNT TOTAL	4100-031100-1225-312-310	8,187.79	219670	.00	219670	Management Consulting Service 01721 SUSSEX COUNTY
	DISC. TOTAL						.00				8,187.79

P.O. NO.	VENDOR NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	A/P ACCRL	ACCOUNT NO.	NET AMOUNT	CHECK NO.	ACH PNT	G/L ACCOUNT DESC.	BATCH INV DESCRIPTION
0000000	001796		SEPTEMBER 2021	8/09/2021		4100-061100-1241-611-610	231.04	219682		Office Supplies	01721 OFFICE EXPENSES
	DISC. TOTAL	.00	CHECK TOTAL	462.08	ACH PNT TOTAL	.00	.00	EPY PNT TOTAL			462.08
0000000	001772	SOUTHSIDE ELECTRIC COOPER	561962001	0821		4100-021600-1276-264-210	81.37	219683		Electric	01721 # 561962001
	DISC. TOTAL	.00	CHECK TOTAL	81.37	ACH PNT TOTAL	.00	.00	EPY PNT TOTAL			81.37
0000000	999999	SPENCER, SAMUEL	SS 0721	8/03/2021		4100-051500-1215-551-510	136.80	219684		Immrate Pay	01721 IMMATE PAY
	DISC. TOTAL	.00	CHECK TOTAL	136.80	ACH PNT TOTAL	.00	.00	EPY PNT TOTAL			136.80
0000000	000480	STONY CREEK VOLUNTEER	FY21/22	8/10/2021		4100-021500-2110-251-210-502	8,000.00	219685		Stony Creek Vol Fire Dept	01721 FY21/22 ALLOCATION
	DISC. TOTAL	.00	CHECK TOTAL	8,000.00	ACH PNT TOTAL	.00	.00	EPY PNT TOTAL			8,000.00
0000000	000162	SUFFOLK ENERGIES INC	538642	7/31/2021		4100-051100-1264-512-510	749.05	219686		Mileage/Gas	01721 # 66740352
	DISC. TOTAL	.00	CHECK TOTAL	749.05	ACH PNT TOTAL	.00	.00	EPY PNT TOTAL			749.05
0000000	000399	SUSSEX COURTHOUSE VOL.	FY21/22	8/11/2021		4100-021500-2110-251-210-500	18,000.00	219687		Courthouse Vol Fire Dept	01721 LOCAL FUNDING
	DISC. TOTAL	.00	CHECK TOTAL	18,000.00	ACH PNT TOTAL	.00	.00	EPY PNT TOTAL			18,000.00
0000000	000362	SUSSEX CTY SCHOOL BOARD	SCSB 071221	7/12/2021		4100-021600-1278-264-210	25.85	219688		Diesel Fuel	01721 SUSSEX COUNTY
	DISC. TOTAL	.00	CHECK TOTAL	25.85	ACH PNT TOTAL	.00	.00	EPY PNT TOTAL			25.85
0000000	999999	TAYLOR, DARRELL	DT 0721	8/03/2021		4100-051500-1215-551-510	15.30	219689		Immrate Pay	01721 IMMATE PAY
	DISC. TOTAL	.00	CHECK TOTAL	15.30	ACH PNT TOTAL	.00	.00	EPY PNT TOTAL			15.30
0000000	000081	THACKER HARDWARE	74617	7/29/2021		4100-021200-1272-221-210	29.19	219690		Building Maintenance & Repair	01721 # 341500
	DISC. TOTAL	.00	CHECK TOTAL	29.19	ACH PNT TOTAL	.00	.00	EPY PNT TOTAL			29.19
0000000	001766	THE SUPPLY ROOM	4351837-0	8/02/2021		4100-021400-1241-242-210	240.16	219691		Office Supplies	01721 SUSSEX BLDG DEPT
	DISC. TOTAL	.00	CHECK TOTAL	240.16	ACH PNT TOTAL	.00	.00	EPY PNT TOTAL			240.16
0000000	000485	THOMSON WEST	844658661	7/01/2021		4100-063100-1202-631-630	307.77	219692		Pub. Subsc. Books, Ref.	Mat01721 # 1005559182
	DISC. TOTAL	.00	CHECK TOTAL	615.54	ACH PNT TOTAL	.00	.00	EPY PNT TOTAL			615.54
0000000	001833	TRANSSION RISK & ALTRNA	5687311-202107	8/01/2021		4100-051100-1229-512-510	161.00	219693		Other Professional Services	01721 # 5687311
	DISC. TOTAL	.00	CHECK TOTAL	161.00	ACH PNT TOTAL	.00	.00	EPY PNT TOTAL			161.00
0000000	001254	TREASURER OF VIRGINIA	COMWA 071421	7/14/2021		4100-051100-1227-512-510	20.00	219694		Medical Services inc/k9	01721 MEDICAL FEES
	DISC. TOTAL	.00	CHECK TOTAL	20.00	ACH PNT TOTAL	.00	.00	EPY PNT TOTAL			20.00
0000000	000080	TRI CITY OFFICE PRODUCTS	0139802-001	7/09/2021		4100-063100-1241-631-630	98.49	219695		Office Supplies	01721 # SACMAT-0
	DISC. TOTAL	.00	CHECK TOTAL	98.49	ACH PNT TOTAL	.00	.00	EPY PNT TOTAL			98.49
0000000	001909	TRUE KLEEN, LLC	SC003	8/02/2021		4100-021400-1265-242-210	250.00	219696		Vehicle Maintenance & Repairs	01721 SUSSEX COUNTY
	DISC. TOTAL	.00	CHECK TOTAL	250.00	ACH PNT TOTAL	.00	.00	EPY PNT TOTAL			250.00
0000000	000087	VAN CLEEF AUTO PARTS INC	12902	7/26/2021		4100-051100-1265-519-510	157.18	219697		Vehicle Maintenance Repairs	01721 SUSSEX SHERIFF
	DISC. TOTAL	.00	CHECK TOTAL	212.25	ACH PNT TOTAL	.00	.00	EPY PNT TOTAL			212.25
0000000	000087		618253	7/28/2021		4100-021600-1242-261-210	55.07	219697		Agricultural Supplies	01721 SUSSEX ANML CONTRO
	DISC. TOTAL	.00	CHECK TOTAL	212.25	ACH PNT TOTAL	.00	.00	EPY PNT TOTAL			212.25
0000000	000769	VERIZON	0156873625 0721	7/31/2021		4100-061100-1234-613-610	116.61	219698		Telecommunications	01721 # 850451987000185

P.O. NO.	VENDOR NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	A/P ACCRL	ACCOUNT NO.	NET AMOUNT	CHECK NO.	ACH PMT	G/L ACCOUNT DESC.	BATCH INV DESCRIPTION
0000000	000769		0689130006	8/06/2021		4100-063100-1234-631-630	1,125.98	219698		Telecommunications	01721 # 352390716000129
0000000	000769		0695890348	7/31/2021		4100-051100-1234-516-510	364.02	219698		Telecommunications	01721 # 351333549000198
0000000	000769		0756733346	8/06/2021		4100-051500-1234-551-510	88.76	219698		Telecommunications	01721 # 351337100000174
0000000	000769		0756733346	8/06/2021		4100-051100-1234-512-510	524.07	219698		Telecommunications	01721 # 351337100000174
											2,219.44
											TOTAL
0000000	000757	VERIZON BUSINESS	74854368	8/10/2021		4100-021100-1234-211-210	47.97	219699		Telecommunications	01721 # Y2694822
0000000	000757		74854368	8/10/2021		4100-021400-1234-241-210	47.97	219699		Telecommunications	01721 # Y2694822
0000000	000757		74854368	8/10/2021		4100-021400-1234-242-210	47.97	219699		Telecommunications	01721 # Y2694822
0000000	000757		74854368	8/10/2021		4100-041100-1234-411-410	47.97	219699		Telecommunications	01721 # Y2694822
0000000	000757		74854368	8/10/2021		4100-031100-1234-311-310	47.97	219699		Telecommunications	01721 # Y2694822
0000000	000757		74854368	8/10/2021		4100-023100-1234-291-230	47.97	219699		Telecommunications	01721 # Y2694822
0000000	000757		74854368	8/10/2021		4100-021500-1234-253-210	47.97	219699		Telecommunications	01721 # Y2694822
0000000	000757		74854368	8/10/2021		4100-051100-1234-516-510	47.97	219699		Telecommunications	01721 # Y2694822
											431.72
											TOTAL
0000000	000430	VIRGINIA ASSOCIATION OF	8893-01	3/01/2021		4100-063100-1201-631-630	525.00	219700		Organization Membership	01721 ANNUAL DUES
											525.00
											TOTAL
0000000	001693	VIRGINIA STAFFING GROUP	10167	7/25/2021		4100-021200-1229-221-210	573.80	219701		Other Prof. Ser. & Carpet Clea	01721 # 134
											573.80
											TOTAL
0000000	000483	WAKEFIELD FOUNDATION INC	FY21/22	8/02/2021		4100-081400-2110-825-810	11,500.00	219702		Wakefield Foundation	01721 FY21/22 ALLOCATION
											11,500.00
											TOTAL
0000000	000873	WASTE MANAGEMENT OF	3534126-2424-2	7/26/2021		4100-021600-1229-264-210	636.18	219703		Other Professional Services	01721 # 103305252006
											636.18
											TOTAL
0000000	000738	BUTLER'S TOWING AND	8500	7/12/2021		4100-021600-1265-261-210	82.54	219704		Vehicle Maintenance & Repairs	01721 SUSSEX ANML CONTR
											82.54
											TOTAL
0000000	000728	CARQUEST OF WAKEFIELD	15335-27012	7/30/2021		4100-021600-1265-262-210	9.46	219705		Vehicle Maintenance & Repairs	01721 # 2
											9.46
											TOTAL
											203,231.52
											TOTAL
											203,231.52

I HEREBY APPROVE THIS REGISTER FOR PAYMENT WITH EXCEPTIONS LISTED BELOW OR PREVIOUSLY DOCUMENTED.
 THE TOTAL 203,231.52 - EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED.

8-12-21
DATE

8-12-21
DATE

8-12-21
DATE

Kearney
 DIRECTOR OF FINANCE
Rob O'Neil
 COUNTY ADMINISTRATION
Dustyn Cox
 DEPT. COX, TREASURER

P.O. NO.	VENDOR NAME	INVOICE NO	INVOICE DATE	A/P ACCRL	ACCOUNT NO	NET AMOUNT	CHECK NO.	ACH PHT	ACH TOTAL	G/L ACCOUNT DESC.	BATCH INV DESCRIPTION
0000000	001970 COMMONHEALTH OF VIRGINIA	8096575	6/30/2021		4100-021600-1227-261-210	368.00	219711	.00	368.00	Medical Services	01722 # A11375 368.00
DISC. TOTAL											
0000000	000871 CRYSTAL SPRINGS	10726073	6/12/2021		4100-021600-1277-263-210	67.27	219712	.00	67.27	Water Services	01722 # 508239010726073 67.27
DISC. TOTAL											
0000000	000276 GREENSVILLE COUNTY WATER	1175 072921	7/29/2021		4100-021600-1277-263-210	62.28	219713	.00	62.28	Water Services	01722 # 1175 62.28
DISC. TOTAL											
0000000	001655 PETA	1908777	4/21/2021		4100-021600-1227-261-210	20.00	219714	.00	20.00	Medical Services	01722 SUSSEX COUNTY
0000000	001655	1913066	5/13/2021		4100-021600-1227-261-210	1,000.00	219714	.00	1,000.00	Medical Services	01722 SUSSEX COUNTY
0000000	001655	1913067	5/13/2021		4100-021600-1227-261-210	620.00	219714	.00	620.00	Medical Services	01722 SUSSEX COUNTY
0000000	001655	1914137	5/19/2021		4100-021600-1227-261-210	90.00	219714	.00	90.00	Medical Services	01722 SUSSEX COUNTY
0000000	001655	1918335	6/09/2021		4100-021600-1227-261-210	1,000.00	219714	.00	1,000.00	Medical Services	01722 SUSSEX COUNTY
0000000	001655	1918336	6/09/2021		4100-021600-1227-261-210	150.00	219714	.00	150.00	Medical Services	01722 SUSSEX COUNTY
0000000	001655	1919639	6/16/2021		4100-021600-1227-261-210	220.00	219714	.00	220.00	Medical Services	01722 SUSSEX COUNTY
DISC. TOTAL						3,100.00			3,100.00		
0000000	001023 RICOH USA, INC.	35049137	5/14/2021		4100-063100-1252-631-630	244.64	219715	.00	244.64	Equipment Lease/Rental	01722 # 37023603
0000000	001023	35049137	5/14/2021		4100-063100-1252-632-630	244.64	219715	.00	244.64	Equipment Lease/Rental	01722 # 37023603
0000000	001023	35263367	7/07/2021		4100-063100-1252-632-630	25.93	219715	.00	25.93	Equipment Lease/Rental	01722 # 37023603
DISC. TOTAL						515.21			515.21		
0000000						4,112.76			4,112.76		
DISC. TOTAL						4,112.76			4,112.76		

I HEREBY APPROVE THIS REGISTER FOR PAYMENT WITH EXCEPTIONS LISTED BELOW OR PREVIOUSLY DOCUMENTED.
 THE TOTAL 4,112.76- EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED.

8-12-21
DATE

8-12-21
DATE

8-12-21
DATE

Kearney
 DIRECTOR OF FINANCE
Roberts
 COUNTY ADMINISTRATION
Destefano
 DEPT. J. CPA, TREASURER

P.O. NO.	VENDOR NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	A/P ACCR	ACCOUNT NO.	NET AMOUNT	CHECK NO.	ACH PNT	G/L ACCOUNT DESC.	BATCH INV DESCRIPTION
00000000	000947	MUNICIPAL EMERGENCY	1H1604874	7/30/2021	A/P	4100-021500-1254-251-210	840.28	219730	00	Equipment Maintenance	01723 # C36508 840.28
		DISC. TOTAL								TOTAL	
00000000	001187	OMEN PRINTING COMPANY	35593	8/17/2021	A/P	4100-021100-1233-211-210	52.00	219731	00	Printing	01723 SUSSEX COUNTY 52.00
		DISC. TOTAL								TOTAL	
00000000	001918	PIERCE, BREYON	BP 081721	8/17/2021	A/P	4100-081300-2110-822-810	44.82	219732	00	VA Cooperative Extension	01723 REIMBURSEMENT 44.82
		DISC. TOTAL								TOTAL	
00000000	000061	PRINCE GEORGE ELECTRIC	2006028100	8/04/2021	A/P	4100-021600-1276-263-210	447.01	219733	00	Electric	01723 # 2006028100 447.01
		DISC. TOTAL								TOTAL	
00000000	001709	SCHULTZ LANSCAPES, INC.	32527	8/12/2021	A/P	4100-021500-1229-253-210	153.86	219734	00	Other Professional Services	01723 PRINCETON ROAD 153.86
		DISC. TOTAL								TOTAL	
00000000	000029	SOURCE4	485780	8/06/2021	A/P	4100-021100-1233-211-210	753.99	219735	00	Printing	01723 ACCT# 10195 753.99
		DISC. TOTAL								TOTAL	
00000000	000162	SUFFOLK ENERGIES INC	37642452	7/28/2021	A/P	4100-021200-1278-221-210	224.53	219736	00	Oil	01723 # 66740484 224.53
		DISC. TOTAL								TOTAL	
00000000	000399	SUSSEX COURTHOUSE VOL	SCVFD 081621	8/16/2021	A/P	4100-021500-2110-251-210-504	2,485.81	219737	00	State Fireman's Fund	01723 SUSSEX COUNTY 2,485.81
		DISC. TOTAL								TOTAL	
00000000	000077	SUSSEX SERVICE AUTHORITY	200815157	7/31/2021	A/P	4100-021600-1277-263-210	4,285.20	219738	00	Water Services	01723 # 2699 4,285.20
		DISC. TOTAL								TOTAL	
00000000	000318	TOWN OF WAVERLY	1814040098	7/31/2021	A/P	4100-021200-1277-221-210	73.00	219739	00	Water Services	01723 # 1814040098 73.00
		DISC. TOTAL								TOTAL	
00000000	001971	UNITED RENTALS (NORTH AVE	195953398-001	7/29/2021	A/P	4100-021200-1229-221-210	2,772.80	219740	00	Other Prof. Ser. & Carpet Cle	01723 # 5144302 2,772.80
		DISC. TOTAL								TOTAL	
00000000	000087	VAN CLEEF AUTO PARTS INC	12671	6/30/2021	A/P	4100-021500-1265-251-210	2,398.11	219741	00	Vehicle Maintenance & Rpairs	01723 # 27430 2,398.11
		DISC. TOTAL								TOTAL	
00000000	000039	VERIZON WIRELESS	9886035887	8/10/2021	A/P	4100-011100-1234-111-110	137.29	219742	00	Telecommunications	01723 # 805250394-00001
		DISC. TOTAL								TOTAL	
00000000	000039	VERIZON WIRELESS	9886035887	8/10/2021	A/P	4100-021100-1234-211-210	218.68	219742	00	Telecommunications	01723 # 805250394-00001
		DISC. TOTAL								TOTAL	
00000000	000039	VERIZON WIRELESS	9886035887	8/10/2021	A/P	4100-021100-2120-211-210-203	137.66	219742	00	COVID-19 Expenses	01723 # 805250394-00001
		DISC. TOTAL								TOTAL	
00000000	000039	VERIZON WIRELESS	9886035887	8/10/2021	A/P	4100-021200-1234-221-210	179.17	219742	00	Telecommunications	01723 # 805250394-00001
		DISC. TOTAL								TOTAL	
00000000	000039	VERIZON WIRELESS	9886035887	8/10/2021	A/P	4100-021300-1234-231-210	178.78	219742	00	Telecommunications	01723 # 805250394-00001
		DISC. TOTAL								TOTAL	
00000000	000039	VERIZON WIRELESS	9886035887	8/10/2021	A/P	4100-021400-1234-242-210	40.01	219742	00	Telecommunications	01723 # 805250394-00001
		DISC. TOTAL								TOTAL	
00000000	000039	VERIZON WIRELESS	9886035887	8/10/2021	A/P	4100-021500-1234-253-210	84.20	219742	00	Telecommunications	01723 # 805250394-00001
		DISC. TOTAL								TOTAL	
00000000	000039	VERIZON WIRELESS	9886035887	8/10/2021	A/P	4100-021600-1234-262-210	80.10	219742	00	Telecommunications	01723 # 805250394-00001
		DISC. TOTAL								TOTAL	
00000000	000039	VERIZON WIRELESS	9886035887	8/10/2021	A/P	4100-021600-1234-263-210	57.73	219742	00	Mobile Telecommunications	01723 # 805250394-00001
		DISC. TOTAL								TOTAL	
00000000	000039	VERIZON WIRELESS	9886035887	8/10/2021	A/P	4100-021600-1234-263-210	40.07	219742	00	Telecommunications	01723 # 805250394-00001
		DISC. TOTAL								TOTAL	
00000000	000039	VERIZON WIRELESS	9886035887	8/10/2021	A/P	4100-023100-1234-311-310	40.01	219742	00	Telecommunications	01723 # 805250394-00001
		DISC. TOTAL								TOTAL	
00000000	000039	VERIZON WIRELESS	9886035887	8/10/2021	A/P	4100-031100-1234-311-310	1,718.65	219742	00	Telecommunications	01723 # 805250394-00001 1,718.65
		DISC. TOTAL								TOTAL	

P.O. NO.	VENDOR NO.	VENDOR NAME	INVOICE NO.	INVOICE CHECK TOTAL	INVOICE DATE	A/P ACCR	ACCOUNT NO.	NET AMOUNT	CHECK NO.	ACH PMT	G/L ACCOUNT DESC.	BATCH INVENTORY DESCRIPTION
0000000	001693	VIRGINIA STAFFING GROUP	10176	.00	8/01/2021	573.80	4100-021200-1229-221-210	573.80	219743	.00	Other Prof. Ser. & Carpet	01723 # 134
												573.80
0000000	000873	WASTE MANAGEMENT OF	3537001-2424-4	.00	8/02/2021	906.71	4100-021300-9004-231-210	906.71	219744	.00	UNOS-CDBG Housing Grt.	01723 # 250824313005
												906.71
0000000	001078	WILKINS & COMPANY, INC	225 BUTL	.00	8/18/2021	8,000.00	4100-021300-9004-231-210	8,000.00	219745	.00	UNOS-CDBG Housing Grt.	01723 CDBG PROJ-225 BUTL
												8,000.00
												37,673.07
												37,673.07

I HEREBY APPROVE THIS REGISTER FOR PAYMENT WITH EXCEPTIONS LISTED BELOW OR PREVIOUSLY DOCUMENTED.
 THE TOTAL 37,673.07 - EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED.

8/19/21
DATE

8-19-21
DATE

8/20/21
DATE

[Signature]
DIRECTOR OF FINANCE
[Signature]
COUNTY ADMINISTRATION
[Signature]
DESTE V. COX, TREASURER

P.O. NO.	VENDOR NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	A/P ACCR.	ACCOUNT NO.	CHECK NO.	CHECK DATE	ACH PMT TOTAL	NET AMOUNT	CHECK NO.	ACH PMT TOTAL	ACCOUNT DESC.	BATCH INV. DESCRIPTION
0000000	001960	ACI PAYMENTS, INC	1000052390	7/23/2021		4100-041100-1292-411-410	158	44	219746	158	44	219746	Bank/CC & Other Fees	01724 # 39343
0000000	001960		1000052391	7/23/2021		4100-041100-1292-411-410	264	12	219746	264	12	219746	Bank/CC & Other Fees	01724 # 39343
		DISC. TOTAL					422	56		00	EPY			422.56
0000000	001651	DOCUMENT SYSTEMS	115928	7/02/2021		4100-021100-1252-211-210	373	86	219747	373	86	219747	Equipment Lease/Rental	01724 SUSSEX ADMIN/FINAN
		DISC. TOTAL					00			00	EPY			373.86
0000000	001740	JOHNSON CONTROLS FIRE	87501256REISSUE	2/10/2021		4100-021200-1273-221-210	482	00	219748	482	00	219748	Building Systems Main & Repair	01724 SUSSEX COUNTY
		DISC. TOTAL					00			00	EPY			482.00
0000000	001131	SAFE AIR SYSTEMS	INV-NC16-274	4/14/2021		4100-021500-1254-251-210	547	39	219749	547	39	219749	Equipment Maintenance	01724 # 600291-3
0000000	001131		INV-NC16-275	4/14/2021		4100-021500-1254-251-210	532	78	219749	532	78	219749	Equipment Maintenance	01724 # 600291-4
0000000	001131		INV-NC16-276	4/14/2021		4100-021500-1254-251-210	749	50	219749	749	50	219749	Equipment Maintenance	01724 # 600291-1
0000000	001131		INV-NC16-277	4/14/2021		4100-021500-1254-251-210	855	77	219749	855	77	219749	Equipment Maintenance	01724 # 600291-2
		DISC. TOTAL					2,685	44		00	EPY			2,685.44
		DISC. TOTAL					3,963	86		00	EPY			3,963.86
		DISC. TOTAL					3,963	86		00	EPY			3,963.86

I HEREBY APPROVE THIS REGISTER FOR PAYMENT WITH EXCEPTIONS LISTED BELOW OR PREVIOUSLY DOCUMENTED.
 THE TOTAL 3,963.86. EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED.

8/19/21 DATE
 8-19-21 DATE
 8/16/21 DATE

Director of Finance
 County Administration
 Deputy Clerk

P. G. NO.	VENDOR NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	A/P CHECK REGISTER	ACCOUNT NO.	NET AMOUNT	CHECK NO.	ACH PNT	ACH PNT TOTAL	G/L ACCOUNT DESC.	BATCH INV. DESCRIPTION
00000000	001917	AMAZON CAPTIAL SERVICES	IFXW-01W9-917X	8/16/2021	4100-021400-1241-242-210	4100-021400-1241-242-210	161.70	219760			Office Supplies	01725 # AIUUB3SECTAJC
00000000	001917		1J10-X1X4-1Y7A	8/22/2021	4100-021600-1241-262-210	4100-021600-1241-262-210	12.10	219760			Office Supplies	01725 # AIUUB3SECTAJC
			CHECK TOTAL	173.80	ACH PNT TOTAL	00 CPA PNT TOTAL					TOTAL	173.80
00000000	001011	ANTHEM BLUE CROSS& SHIELD	532735570355	8/16/2021	4100-051500-1293-551-510	4100-051500-1293-551-510	1,265.45	219761			Inmate Medical Expenses	01725 # 5327370866
			CHECK TOTAL	1,265.45	ACH PNT TOTAL	00 CPA PNT TOTAL					TOTAL	1,265.45
00000000	001939	ATLANTIC TACTICAL, INC.	SI-80746275	8/09/2021	4100-051100-1241-512-510	4100-051100-1241-512-510	268.64	219762			Office Supplies	01725 # 224346
			CHECK TOTAL	268.64	ACH PNT TOTAL	00 CPA PNT TOTAL					TOTAL	268.64
00000000	001767	BB&T	2338 0821 01	7/27/2021	4100-021100-1258-211-210	4100-021100-1258-211-210	29.98	219763			Computer Software/Application	01725 # 4046011199882338
00000000	001767		2338 0821 03	7/29/2021	4100-021200-1259-221-210	4100-021200-1259-221-210	2,472.80	219763			Other Prof. Ser. & Carpet Clea	01725 # 4046011199882338
00000000	001767		2338 0821 04	8/01/2021	4100-021100-1259-211-210	4100-021100-1259-211-210	305.00	219763			Miscellaneous Others	01725 # 4046011199882338
00000000	001767		2338 0821 05	8/01/2021	4100-021100-1259-211-210	4100-021100-1259-211-210	305.00	219763			Miscellaneous Others	01725 # 4046011199882338
00000000	001767		2338 0821 06	8/01/2021	4100-021100-1259-211-210	4100-021100-1259-211-210	305.00	219763			Miscellaneous Others	01725 # 4046011199882338
00000000	001767		2338 0821 07	8/03/2021	4100-041100-1251-411-410	4100-041100-1251-411-410	159.00	219763			Computer & Printer Purchase	01725 # 4046011199882338
00000000	001767		2338 0821 08	8/08/2021	4100-021100-1259-211-210	4100-021100-1259-211-210	794.26	219763			Miscellaneous Others	01725 # 4046011199882338
00000000	001767		2338 0821 09	8/09/2021	4100-021100-1259-211-210	4100-021100-1259-211-210	686.85	219763			Miscellaneous Others	01725 # 4046011199882338
00000000	001767		2338 0821 10	8/10/2021	4100-063100-1203-631-630	4100-063100-1203-631-630	350.00	219763			Workshops and Conferences	01725 # 4046011199882338
00000000	001767		2338 0821 11	8/18/2021	4100-011100-1203-111-110	4100-011100-1203-111-110	2,700.00	219763			Workshops and Conferences	01725 # 4046011199882338
			CHECK TOTAL	8,107.89	ACH PNT TOTAL	00 CPA PNT TOTAL					TOTAL	8,107.89
00000000	001767	BB&T	2346 0821 01	8/04/2021	4100-041100-1241-411-410	4100-041100-1241-411-410	494.20	219764			Office Supplies	01725 # 4046011199882346
00000000	001767		2346 0821 02	8/09/2021	4100-021100-1210-211-210-203	4100-021100-1210-211-210-203	868.00	219764			COVID-19 Expenses	01725 # 4046011199882346
00000000	001767		2353 0821 01	8/03/2021	4100-021600-1204-262-210	4100-021600-1204-262-210	820.50	219764			Lodging	01725 # 4046011199882353
00000000	001767		2353 0821 02	8/03/2021	4100-021600-1203-262-210	4100-021600-1203-262-210	575.00	219764			Workshops and Conferences	01725 # 4046011199882353
			CHECK TOTAL	2,757.70	ACH PNT TOTAL	00 CPA PNT TOTAL					TOTAL	2,757.70
00000000	001676	BERKLEY GROUP	WORZA INV#11	8/23/2021	4100-021400-1225-241-210	4100-021400-1225-241-210	4,020.00	219765			Management Consulting Service	01725 PLANNER POSITION
00000000	001676		WORZB INV#11	8/23/2021	4100-021400-1225-241-210	4100-021400-1225-241-210	1,512.00	219765			Management Consulting Service	01725 PLANNING DIRECTOR
00000000	001676		WORF5 INV#8	8/23/2021	4100-021400-1225-241-210	4100-021400-1225-241-210	500.00	219765			Management Consulting Service	01725 ENVIRONMENTAL SUPP
			CHECK TOTAL	6,032.00	ACH PNT TOTAL	00 CPA PNT TOTAL					TOTAL	6,032.00
00000000	001936	BLW-SOLUTIONS LLC	26-2021	7/26/2021	4100-021200-1229-221-210	4100-021200-1229-221-210	3,480.00	219766			Other Prof. Ser. & Carpet Clea	01725 SUSSEX COUNTY
			CHECK TOTAL	3,480.00	ACH PNT TOTAL	00 CPA PNT TOTAL					TOTAL	3,480.00
00000000	000183	BRITTS SERVICE CENTER	646502	8/11/2021	4100-051100-1265-512-510	4100-051100-1265-512-510	55.00	219767			Vehicle Maintenance & Repairs	01725 SUSSEX SHERIFF
			CHECK TOTAL	55.00	ACH PNT TOTAL	00 CPA PNT TOTAL					TOTAL	55.00
00000000	000738	BUTLER'S TOWING AND	8728	8/16/2021	4100-051100-1265-512-510	4100-051100-1265-512-510	135.16	219768			Vehicle Maintenance & Repairs	01725 SUSSEX SHERIFF
00000000	000738		8743	8/18/2021	4100-051100-1265-512-510	4100-051100-1265-512-510	20.00	219768			Vehicle Maintenance & Repairs	01725 SUSSEX SHERIFF
00000000	000738		8744	8/18/2021	4100-051100-1265-519-510	4100-051100-1265-519-510	20.00	219768			Vehicle Maintenance Repairs	01725 SUSSEX SHERIFF
00000000	000738		8762	8/20/2021	4100-051100-1265-519-510	4100-051100-1265-519-510	12.50	219768			Vehicle Maintenance Repairs	01725 SUSSEX SHERIFF
00000000	000738		8771	8/21/2021	4100-051100-1265-512-510	4100-051100-1265-512-510	12.50	219768			Vehicle Maintenance & Repairs	01725 SUSSEX SHERIFF
00000000	000738		8783	8/24/2021	4100-051100-1265-512-510	4100-051100-1265-512-510	23.49	219768			Vehicle Maintenance & Repairs	01725 SUSSEX SHERIFF
			CHECK TOTAL	223.65	ACH PNT TOTAL	00 CPA PNT TOTAL					TOTAL	223.65
00000000	000728	CARQUEST OF MAKEFIELD	15335-27363	8/12/2021	4100-051100-1265-512-510	4100-051100-1265-512-510	52.96	219769			Vehicle Maintenance & Repairs	01725 # 5001
			CHECK TOTAL	52.96	ACH PNT TOTAL	00 CPA PNT TOTAL					TOTAL	52.96
00000000	001485	CENTRAL AGRIBUSINESS	JRC25598	8/10/2021	4100-051500-1246-551-510	4100-051500-1246-551-510	77.00	219770			Food Supplies	01725 SUSSEX SHERIFF
			CHECK TOTAL	77.00	ACH PNT TOTAL	00 CPA PNT TOTAL					TOTAL	77.00

P.O. NO.	VENDOR NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	A/P ACCR	ACCOUNT NO.	NET AMOUNT	CHECK NO.	ACH PMT	G/L ACCOUNT DESC.	BATCH INV DESCRIPTION
0000000	001709		31775	7/01/2021		4100-021200-1229-221-210	1.144	54	219784	Other Prof. Ser. & Carpet	Cle01725 GIN HILL LANDFILL
0000000	001709		31776	7/01/2021		4100-021200-1229-221-210	1.109	36	219784	Other Prof. Ser. & Carpet	Cle01725 ROBINSON ROAD LINDF
0000000	001709		31779	7/01/2021		4100-021600-1229-264-210	219.31	219784		Other Professional Services	01725 ANDREWS ROAD
0000000	001709		31977	7/01/2021		4100-021200-1229-221-210	553.72	219784		Other Prof. Ser. & Carpet	Cle01725 REGISTRAR OFFICE
											TOTAL
							4.706	87			4,706.87
0000000	001787	SIMPLE COM	10663	6/09/2021		4100-021600-1259-261-210	213.00	219785		Other Equipment Purchases	01725 SUSSEX ANML CONTR
											TOTAL
							213.00				213.00
0000000	000067	STONY CREEK PHARMACY	SCP 073121	8/25/2021		4100-051500-1293-551-510	1.032	59	219786	Inmate Medical Expenses	01725 JULY 2021
											TOTAL
							1.032				1,032.59
0000000	000162	SUFFOLK ENERGIES INC	538655	7/31/2021		4100-021600-1264-261-210	200.72	219787		Mileage	01725 # 66740484
0000000	000162		538655	7/31/2021		4100-021600-1278-264-210	660.67	219787		Diesel Fuel	01725 # 66740484
0000000	000162		538655	7/31/2021		4100-021200-1278-221-210	295.31	219787		Oil	01725 # 66740484
0000000	000162		538655	7/31/2021		4100-021100-1299-211-210	63.10	219787		Miscellaneous Others	01725 # 66740484
											TOTAL
							1.129	80			1,129.80
0000000	001827	TEMP-POWER, INC	15280T-2	8/16/2021		4100-021600-1252-264-210	1.120	00	219788	Equipment Lease/Rental	01725 # 4679
0000000	001827		16475N-2	8/16/2021		4100-021600-1252-264-210	1.120	00	219788	Equipment Lease/Rental	01725 # 4679
											TOTAL
							2.240				2,240.00
0000000	000317	TOWN OF MAKEFIELD	1943 091521	9/15/2021		4100-021200-1277-221-210	44.92	219789		Water Services	01725 # 1943
											TOTAL
							44.92				44.92
0000000	000080	TRI CITY OFFICE PRODUCTS	0139846-001	7/22/2021		4100-063100-1241-631-630	51.95	219790		Office Supplies	01725 # SYCWAT-0
0000000	000080		0140054-001	8/11/2021		4100-031100-1241-311-310	93.00	219790		Office Supplies	01725 # SCR-0
											TOTAL
							144.95				144.95
0000000	001909	TRUE KLEEN, LLC	SC004	8/18/2021		4100-021200-1272-221-210	750.00	219791		Building Maintenance & Repair	01725 SUSSEX COUNTY
											TOTAL
							750.00				750.00
0000000	000873	WASTE MANAGEMENT OF	3112754-2425-8	8/02/2021		4100-021600-1229-264-210	90.00	219792		Other Professional Services	01725 # 25-09633-63000
0000000	000873		3536396-2424-9	8/02/2021		4100-021600-1229-264-210	188.12	219792		Other Professional Services	01725 # 20-31152-33003
											TOTAL
							278.12				278.12
0000000	001232	WAVERLY YOUTH ASSOCIATION	FY21/22	8/24/2021		4100-081600-2110-845-810	3.360	00	219793	Waverly Youth Association	01725 UNIFORMS
											TOTAL
							3.360				3,360.00
0000000	000879	WOMACK PUBLISHING CO.	28867	7/14/2021		4100-021600-1235-262-210	56.06	219794		Advertising	01725 # 5449
0000000	000879		28868	7/14/2021		4100-021100-1235-211-210	96.80	219794		Advertising	01725 # 5449
											TOTAL
							152.86				152.86
0000000	001644	XEROX FINANCIAL SERVICES	2762263	8/10/2021		4100-051100-1252-512-510	334.64	219795		Equipment Lease/Rental	01725 # 020-0081249-001
0000000	001644		2762263	8/10/2021		4100-051500-1252-551-510	334.64	219795		Equipment Lease/Rental	01725 # 020-0081249-001
											TOTAL
							669.28				669.28
0000000	001637	HALEY FORD SOUTH	46833846/2	8/20/2021		4100-021600-1265-261-210	1.941	35	219796	Vehicle Maintenance & Repairs	01725 SUSSEX COUNTY
											TOTAL
							1.941				1,941.35
0000000	001644	XEROX FINANCIAL SERVICES	2774127	8/16/2021		4100-061100-1252-612-610	106.36	219797		Equipment Lease/Rental	01725 # 020-0078186-001
											TOTAL
							106.36				106.36
0000000	000879			9/3/2021		00 CPA PMT TOTAL	00				93,098.11
0000000	000879			9/3/2021		00 CPA PMT TOTAL	00				93,098.11

2-538-77

2-538-77

I HEREBY APPROVE THIS REGISTER FOR PAYMENT WITH EXCEPTIONS LISTED BELOW OR PREVIOUSLY DOCUMENTED.
THE TOTAL 93,098.11* EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED

8.26.21
DATE

8-26-21
DATE

9/26/21
DATE


DIRECTOR OF FINANCE


COUNTY ADMINISTRATION
DANIELLE J. GILLS
TREASURER

P.O. NO.	VENDOR NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	A/P ACCR	ACCOUNT NO.	NET AMOUNT	CHECK NO.	ACH PHT	G/L ACCOUNT DESC.	BATCH INV DESCRIPTION
0000000	001433	LOME'S	909312	6/29/2021		4100-021200-1274-221-210	21.78	219798		Grounds Maintenance & Repairs	01726 # 99000502080
DISC. TOTAL	00		909312	6/29/2021		4100-063100-1241-631-630	30.87	219798		Office Supplies	01726 # 99000502080
					52.65	00 CPA PHT TOTAL		00 EPY PHT TOTAL		TOTAL	52.65
0000000	001974	PENNSYLVANIA TURNPIKE COM	109226533-1	5/14/2021		4100-051100-1265-512-510	22.50	219799		Vehicle Maintenance & Repairs	01726 # 11302051
DISC. TOTAL	00		109226533-1	5/14/2021		4100-021100-1299-211-210	5.00	219799		Miscellaneous Others	01726 # 11302051
					27.50	00 CPA PHT TOTAL		00 EPY PHT TOTAL		TOTAL	27.50
0000000	001246	PHILLIPS TELECOMMUNICATION	32110	4/18/2021		4100-062100-1234-621-620	88.00	219800		Telecommunications	01726 SUSSEX COUNTY
DISC. TOTAL	00				88.00	00 CPA PHT TOTAL		00 EPY PHT TOTAL		TOTAL	88.00
0000000	001023	RICOH USA, INC.	35399785	8/11/2021		4100-063100-1252-631-630	232.32	219801		Equipment Lease/Rental	01726 # 37023603
DISC. TOTAL	00		35399785	8/11/2021		4100-063100-1252-632-630	232.33	219801		Equipment Lease/Rental	01726 # 37023603
					464.65	00 CPA PHT TOTAL		00 EPY PHT TOTAL		TOTAL	464.65
0000000	001709	SCHULTZ LAWSCAPES, INC.	30839	5/01/2021		4100-021200-1229-221-210	1.680	219802		Other Prof. Ser. & Carpet	Cle01726 PRINCETON ROAD
DISC. TOTAL	00		30840	5/01/2021		4100-021200-1229-221-210	1.144	219802		Other Prof. Ser. & Carpet	Cle01726 GIN HILL LANDFILL
			30841	5/01/2021		4100-021200-1229-221-210	1.109	219802		Other Prof. Ser. & Carpet	Cle01726 ROBINSON ROAD LNDF
			31516	6/01/2021		4100-021200-1229-221-210	553.21	219802		Other Prof. Ser. & Carpet	Cle01726 REGISTAR OFFICE
			31545	6/01/2021		4100-021200-1229-221-210	1.680	219802		Other Prof. Ser. & Carpet	Cle01726 PRINCETON ROAD
			31546	6/01/2021		4100-021200-1229-221-210	1.144	219802		Other Prof. Ser. & Carpet	Cle01726 GIN HILL LANDFILL
			31547	6/01/2021		4100-021200-1229-221-210	1.109	219802		Other Prof. Ser. & Carpet	Cle01726 ROBINSON ROAD LNDF
					8,421.91	00 CPA PHT TOTAL		00 EPY PHT TOTAL		TOTAL	8,421.91
0000000	000536	VIRGINIA LAWYERS WEEKLY	4328211	6/02/2021		4100-063100-1202-631-630	429.00	219803		Pub. Subsc. Books, Ref.	Mat01726 ACCT# 339146
DISC. TOTAL	00				429.00	00 CPA PHT TOTAL		00 EPY PHT TOTAL		TOTAL	429.00
					9,483.71	00 CPA PHT TOTAL		00 EPY PHT TOTAL		TOTAL	9,483.71
					9,483.71	00 CPA PHT TOTAL		00 EPY PHT TOTAL		TOTAL	9,483.71

I HEREBY APPROVE THIS REGISTER FOR PAYMENT WITH EXCEPTIONS LISTED BELOW OR PREVIOUSLY DOCUMENTED.
 THE TOTAL 9,483.71 - EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED.

8-26-21 DATE
 8-26-21 DATE
 8/26/21 DATE

Keely Smith
 DIRECTOR OF FINANCE

Richard J. Cook
 COUNTY ADMINISTRATION

M. Cavitt
 DEPT. CHIEF, TREASURER

PAYROLL DEDUCTION CHECKS



P/O NO.	VEND. NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	ACCOUNT NO.	NET AMOUNT	CHECK NO.	BATCH	DESCRIPTION
00000	000245	AFLAC	DC040210816210800	8/16/2021	100-000200-0100-	709.87	219624	00000	
00000	000245		DC040210816210800	8/16/2021	105-000200-0100-	127.49	219624	00000	
00000	000245		DC041210816210800	8/16/2021	100-000200-0100-	569.29	219624	00000	
00000	000245		DC041210816210800	8/16/2021	105-000200-0100-	113.04	219624	00000	
					CHECK TOTAL	1,519.69			
00000	000881	ANTHEM BLUE CROSS AND	DC001210816210800	8/16/2021	100-000200-0100-	34,523.00	219625	00000	
00000	000881		DC001210816210800	8/16/2021	105-000200-0100-	8,740.00	219625	00000	
00000	000881		DC002210816210800	8/16/2021	100-000200-0100-	808.50	219625	00000	
00000	000881		DC002210816210800	8/16/2021	105-000200-0100-	808.50	219625	00000	
00000	000881		DC003210816210800	8/16/2021	100-000200-0100-	1,180.00	219625	00000	
00000	000881		DC004210816210800	8/16/2021	100-000200-0100-	1,949.00	219625	00000	
00000	000881		DC006210816210800	8/16/2021	100-000200-0100-	2,004.00	219625	00000	
00000	000881		DC012210816210800	8/16/2021	100-000200-0100-	974.50	219625	00000	
00000	000881		DC015210816210800	8/16/2021	100-000200-0100-	1,588.00	219625	00000	
					CHECK TOTAL	52,575.50			
00000	001397	LEGAL SHIELD	DC097210816210800	8/16/2021	100-000200-0100-	11.98	219626	00000	
00000	001397		DC097210816210800	8/16/2021	105-000200-0100-	67.83	219626	00000	
					CHECK TOTAL	79.81			
00000	001021	MINNESOTA LIFE INS CO	DC200210816210800	8/16/2021	100-000200-0100-	396.73	219627	00000	
00000	001021		DC200210816210800	8/16/2021	105-000200-0100-	108.60	219627	00000	
					CHECK TOTAL	505.33			
00000	000872	NATIONWIDE RETIREMENT	DC090210816210800	8/16/2021	100-000200-0100-	845.00	219628	00000	
00000	000872		DC090210816210800	8/16/2021	105-000200-0100-	220.00	219628	00000	
					CHECK TOTAL	1,065.00			
00000	001570	NEW JERSEY FAMILY	DC108210816210800	8/16/2021	100-000200-0100-	179.84	219629	00000	
					CHECK TOTAL	179.84			
00000	001851	NYS CHILD SUPPORT PROCESS	DC114210816210800	8/16/2021	100-000200-0100-	121.33	219630	00000	
					CHECK TOTAL	121.33			
00000	001060	SOUTHSIDE REGIONAL	DC094210816210800	8/16/2021	100-000200-0100-	530.91	219631	00000	
					CHECK TOTAL	530.91			
00000	000247	TREASURER OF VIRGINIA	DC080210816210800	8/16/2021	100-000200-0100-	2,180.38	219632	00000	
					CHECK TOTAL	2,180.38			
00000	000831	VACORP	DC035210816210800	8/16/2021	100-000200-0100-	173.01	219633	00000	
00000	000831		DC035210816210800	8/16/2021	105-000200-0100-	101.87	219633	00000	
					CHECK TOTAL	274.88			
00000	001027	VALIC RETIREMENT	DC091210816210800	8/16/2021	100-000200-0100-	1,465.00	219634	00000	
					CHECK TOTAL	1,465.00			
					CLASS TOTAL	60,497.67			
					FINAL TOTAL	60,497.67			

Richard Joyner
8-10-21

Samuel J. Gordon

I HEREBY APPROVE THIS REGISTER FOR PAYMENT WITH EXCEPTIONS LISTED BELOW OR PREVIOUSLY DOCUMENTED.
THE TOTAL 60,497.67 - EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED.

P/O NO	VENDOR NAME	INVOICE NO	INVOICE DATE	ACCOUNT NO	NET AMOUNT	CHECK NO	BATCH
00000	AFAC	DC040210831210800	8/31/2021	100-000200-0100-	709.87	219750	00000
00000		DC040210831210800	8/31/2021	105-000200-0100-	127.49	219750	00000
00000		DC041210831210800	8/31/2021	100-000200-0100-	569.29	219750	00000
00000		DC041210831210800	8/31/2021	105-000200-0100-	113.04	219750	00000
				CHECK TOTAL	1,519.69		
00000	ANTHEM BLUE CROSS AND	DC001210831210800	8/31/2021	100-000200-0100-	34,523.00	219751	00000
00000		DC001210831210800	8/31/2021	105-000200-0100-	8,740.00	219751	00000
00000		DC002210831210800	8/31/2021	100-000200-0100-	808.50	219751	00000
00000		DC002210831210800	8/31/2021	105-000200-0100-	808.50	219751	00000
00000		DC003210831210800	8/31/2021	100-000200-0100-	1,180.00	219751	00000
00000		DC004210831210800	8/31/2021	100-000200-0100-	1,949.00	219751	00000
00000		DC006210831210800	8/31/2021	100-000200-0100-	2,004.00	219751	00000
00000		DC012210831210800	8/31/2021	100-000200-0100-	974.50	219751	00000
00000		DC015210831210800	8/31/2021	100-000200-0100-	1,588.00	219751	00000
				CHECK TOTAL	52,575.50		
00000	LEGAL SHIELD	DC097210831210800	8/31/2021	100-000200-0100-	11.98	219752	00000
00000		DC097210831210800	8/31/2021	105-000200-0100-	43.88	219752	00000
				CHECK TOTAL	55.86		
00000	MINNESOTA LIFE INS CO	DC200210831210800	8/31/2021	100-000200-0100-	396.73	219753	00000
00000		DC200210831210800	8/31/2021	105-000200-0100-	108.60	219753	00000
				CHECK TOTAL	505.33		
00000	NATIONWIDE RETIREMENT	DC090210831210800	8/31/2021	100-000200-0100-	845.00	219754	00000
00000		DC090210831210800	8/31/2021	105-000200-0100-	220.00	219754	00000
				CHECK TOTAL	1,065.00		
00000	NEW JERSEY FAMILY	DC108210831210800	8/31/2021	100-000200-0100-	179.84	219755	00000
				CHECK TOTAL	179.84		
00000	NYS CHILD SUPPORT PROCESS	DC114210831210800	8/31/2021	100-000200-0100-	121.33	219756	00000
				CHECK TOTAL	121.33		
00000	TREASURER OF VIRGINIA	DC080210831210800	8/31/2021	100-000200-0100-	2,180.38	219757	00000
				CHECK TOTAL	2,180.38		
00000	VALCORP	DC035210831210800	8/31/2021	100-000200-0100-	173.01	219758	00000
00000		DC035210831210800	8/31/2021	105-000200-0100-	101.87	219758	00000
				CHECK TOTAL	274.88		
00000	VALIC RETIREMENT	DC091210831210800	8/31/2021	100-000200-0100-	1,465.00	219759	00000
				CHECK TOTAL	1,465.00		
				CLASS TOTAL	59,942.81		
				FINAL TOTAL	59,942.81		

I HEREBY APPROVE THIS REGISTER FOR PAYMENT WITH EXCEPTIONS LISTED BELOW OR PREVIOUSLY DOCUMENTED
 THE TOTAL 59,942.81 - EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED

8-28-21
DATE

8/25/21

[Signature]
COUNTY ADMINISTRATOR

[Signature]
Daniel J. Alts

[Signature]

SUSSEX COUNTY TREASURER'S REPORT

SUBMITTED BY DESTE J. COX, TREASURER

August 31, 2021

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**BANK RECONCILIATION
999 TREAS. ACCT - 4 YR. COMP. BAL SHEET**



TREASURER'S OFFICE

*DESTE JARRATT COX
TREASURER
SUSSEX COUNTY*

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

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

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

BB&T #201- SUSSEX, VA

Bank Balance - Money Market Checking-----	\$7,606.89	
Plus Cr Card Merch Fee - in bank, not in office—JE-----	\$263.35	
Plus Bank Service Charge - in bank, not in office—JE-----	\$122.76	
Less Outstanding Checks not cleared bank-----	\$0.00	\$7,993.00

BSV #301- STONY CREEK, VA

Bank Balance-----	\$4,967,021.13	
Plus Deposits in Transit - in office, not in bank-----	\$1,775.42	
Plus Bank Merch Fees - in bank, not in office—JE-----	\$170.62	
Less ADJ - Restablish NSF Checks-----	(\$1,151.44)	
Less Outstanding Checks not cleared bank-----	(\$990,987.83)	
Less Deposits in Transit - in bank, not in office-----	(\$128,067.42)	\$3,848,760.48

SONA/PRIMIS #401- WAVERLY, VA

Bank Balance-----	\$17,226.80	
Less Deposits in Transit - in bank, not in office-----	(\$0.76)	\$17,226.04
Investments and CD's-----		
#30380034 - SONA #451	\$2,315,631.94	
#30383118 - SONA #451	\$1,014,287.75	
#30383043 - SONA #451	\$2,009,181.18	
		\$5,339,100.87

<u>QZAB -06 #702</u> Investment Balance-----	\$1,824,092.50	
<u>LGIP INVESTMENT #803</u> Investment Balance-----	\$2,385,956.06	
<u>VA INV POOL #804</u> Investment Balance-----	\$2,621,892.41	

TOTAL IN BANKS REC W/GL----- \$16,045,021.36

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

Respectfully submitted:



 Deste J. Cox, Treasurer

kbe

BALANCE SHEET - COMPARATIVE PERIODS

2018/08 - 2021/08

FUND #-999 TREASURER'S ACCOUNTABILITY FUND
GL070C

MAJOR#	DESCRIPTION	FY/2019 Bal. Sheet 2018/07 Thru 2018/08	FY/2020 Bal. Sheet 2019/07 Thru 2019/08	FY/2021 Bal. Sheet 2020/07 Thru 2020/08	FY/2022 Bal. Sheet 2021/07 Thru 2021/08
000000-0000	TREASURER'S ACCOUNTABILITY FUND	.00	.00	.00	.00
	TREASURER'S ACCOUNTABILITY FUND	.00	.00	.00	.00
		.00	.00	.00	.00
000100-0000	ASSETS	.00	.00	.00	.00
000100-0101	Cash in Office - Treasurer	600.00	1,000.00	1,000.00	1,000.00
000100-0201	BB&T - MM Checking	2,115,900.68	1,897,817.35	54,364.46	7,993.00
000100-0301	BSV - MM Checking	10,192.86	3,042,224.91	3,743,287.31	3,848,760.48
000100-0401	SONA BANK (SB) CHECKING	11,541.99	16,533.05	14,508.06	17,226.04
000100-0451	SONA BANK (SB) CD'S	2,228,143.93	2,247,108.11	5,300,957.45	5,339,100.87
000100-0701	Bank of America QZAB Acct	811,846.75	890,680.27	971,498.75	.00
000100-0702	Bk of America QZAB 06 Escrow	1,380,297.73	1,524,568.88	1,672,752.17	1,824,092.50
000100-0803	LGIP - Investments	4,658,200.14	2,475,519.38	2,382,697.00	2,385,956.06
000100-0804	VIP - Investments	515,167.33	2,082,275.82	2,117,359.59	2,621,892.41
000100-0901	NSF Checks	234.00	1,070.93	746.31	1,151.44
	ASSETS	11,732,125.41	14,228,798.70	16,259,171.10	16,047,172.80
	TOTAL ASSETS	11,732,125.41	14,228,798.70	16,259,171.10	16,047,172.80
000300-0000	FUND EQUITY	.00	.00	.00	.00
000300-0100	General Fund	3,446,134.28-	3,116,653.59-	5,331,127.53-	7,207,165.73-
000300-0105	VPA Fund	.00	89,567.82-	45,092.72-	184,077.26-
000300-0110	CSA Fund	12,848.48	48,922.62	153,682.98	143,607.34 Negative Fund Balance
000300-0121	IPR Program Income Fund (11/02)	37,302.20-	34,227.92-	19,673.65-	19,649.65-
000300-0123	CDBG Housing Program	58,918.99-	59,415.99-	59,928.99-	60,192.99-
000300-0125	Drug Forfeiture Fund	16,188.49-	17,822.59-	13,996.26-	11,067.23-
000300-0135	Reserve for CP and DS	3,589,722.02-	5,604,103.02-	5,547,832.02-	4,730,363.98-
000300-0201	Law Library Fund	28,377.34-	29,494.56-	30,535.90-	31,860.20-
000300-0251	School Fund	231,812.52-	.00	63,812.42-	.00
000300-0252	School Food Services Fund	311.45-	40,491.87-	17,425.78	150,726.25-
000300-0253	Summer Food Service Fund	4,683.58-	8,796.87-	46,313.74-	9,498.56-
000300-0254	Title and Grant fund	794,147.59-	739,228.24-	861,085.03-	209,859.29-
000300-0255	School Textbook Fund	245,332.16-	207,851.28-	90,680.60-	145,639.15-
000300-0301	School Capital Projects Fund	198,361.05-	202,117.05-	205,595.05-	207,472.05-
000300-0302	General Capital Projects Fund	694,004.60-	1,385,496.61-	1,041,345.86-	1,001,905.24-
000300-0305	Mega Site - Industrial Park Fund	135,135.27	141,535.27	29,525.77	29,525.77
000300-0306	Cabin Point - Industrail Park Fund	38,509.76	17,098.88	45,814.50-	45,814.50-
000300-0307	Henry - Industrial Park Fund	113,991.84-	137,571.34-	153,980.77-	153,980.77-
000300-0723	Robert Mitchell Scholarship Fund	25,007.17-	25,216.17-	26,202.17-	25,445.17-
000300-0724	Wav/Wak Rotary Scholarship Fund	30,996.86-	35,209.86-	30,436.86-	29,942.86-
000300-0725	RICHARD CLEMENTS MOORE III SCH FUND	30,640.83-	32,358.83-	33,567.83-	33,604.83-
000300-0726	Millard D. Stith Sch. Fund	102,302.00-	102,557.00-	.00	.00
000300-0733	Special Welfare Fund	1,444.67-	12,626.52-	59,365.03-	14,904.85-
	FUND EQUITY	9,463,186.13-	11,673,250.36-	13,505,752.40-	14,100,037.45-
	TOTAL PRIOR YR FUND BALANCE	9,463,186.13-	11,673,250.36-	13,505,752.40-	14,100,037.45-
000400-0000	OTHER ACCOUNTS	.00	.00	.00	.00
000400-0001	Treasurer's Deferred Account	.00	.00	.00	.00
000400-0002	Cash Over and Short	.11	40.89-	86.76-	178.73-
000400-0011	Overpayments	.00	.00	.00	.00
000400-0012	Prepaid Taxes - PP	14,669.25-	8,548.59-	11,401.69-	12,626.76-
000400-0013	Prepaid Taxes - RE	46,043.66-	54,974.71-	32,819.33-	46,002.36-

SUSSEX COUNTY
BALANCE SHEET - COMPARATIVE PERIODS
 2018/08 - 2021/08

FUND #-999 TREASURER'S ACCOUNTABILITY FUND
 GL070C

MAJOR#	DESCRIPTION	FY/2019 Bal. Sheet 2018/07 Thru 2018/08	FY/2020 Bal. Sheet 2019/07 Thru 2019/08	FY/2021 Bal. Sheet 2020/07 Thru 2020/08	FY/2022 Bal. Sheet 2021/07 Thru 2021/08
000503-2021	PSC - 2021	.00	.00	.00	.00
000503-9999	Reserve - PSC Taxes	.00	.00	.00	.00
	UNCOLLECTED TAXES - PSC	.00	.00	.00	.00
000504-0000	UNCOLLECTED BUISNESS LICENSE	.00	.00	.00	.00
000504-2021	BL - 2021	.00	.00	.00	339.59-
000504-2022	BL - 2022	.00	.00	.00	.00
000504-9999	Reserve for Buisness License	32.00	.00	.00	339.59
	UNCOLLECTED BUISNESS LICENSE	.00	.00	.00	.00
000520-0000	DMV REGISTRATION WITHHOLDING FEES	.00	.00	.00	.00
000520-0001	DMV Withholding Fees Receivable	.00	50.00-	50.00-	50.00-
000520-9999	Reserve for DMV Withholding Fees	.00	50.00	50.00	50.00
	DMV REGISTRATION WITHHOLDING FEES	.00	.00	.00	.00
000521-0000	UNCOLLECTED ADMINISTRATIVE FEES	.00	.00	.00	.00
000521-0001	Administrative Fees Receivable	.00	.00	.00	.00
000521-9999	Reserve for Administrative Fees	.00	.00	.00	.00
	UNCOLLECTED ADMINISTRATIVE FEES	.00	.00	.00	.00
000600-0000	UNCOLLECTED TAXES - STATE	.00	.00	.00	.00
	UNCOLLECTED TAXES - STATE	.00	.00	.00	.00
000601-0000	UNCOLLECTED TAXES - SI	.00	.00	.00	.00
000601-2020	State Income Tax - 2020	.00	.00	.00	2,791.51
000601-2021	State Income Tax - 2021	.00	.00	.00	.00
000601-9999	Reserve - State Income	8,112.23-	10,389.15-	2,431.00-	2,791.51-
	UNCOLLECTED TAXES - SI	.00	.00	.00	.00
000702-0000	IPR Loan Payments Receivable	3,883.59	5,090.31	7,268.75	8,927.58
000702-9999	Reserve for IPR Loan Payments	3,883.59-	5,090.31-	7,268.75-	8,927.58-
	IPR Loan Payments Receivable	.00	.00	.00	.00
000703-0000	CDBG Loan Payments Receivable	.00	.00	.00	.00
000703-9999	Reserve for CDBG Loan Payments	.00	.00	.00	.00
	CDBG Loan Payments Receivable	.00	.00	.00	.00
		.00	.00	.00	.00

SUSSEX COUNTY

FINANCIAL UPDATE

SUBMITTED BY DESTE J. COX, TREASURER

August 31, 2021

TABLE OF CONTENTS

Capital Projects Fund 302 – Revenue/Expense Summary
Reserve Fund 135 – Revenue/Expense Summary
General Fund – Revenue/Expense Summary
General Fund Expenditures by Department

SUSSEX COUNTY
REVENUE/EXPENDITURE SUMMARY REPORT
AUGUST 31, 2021

Capital Projects Fund - Fund 302				FUND BALANCE as of 8/31/21 = \$ 1,001,905				
REVENUES				ANNUAL BUDGET	CURRENT MONTH ACTIVITY	YTD ACTUAL 8/31/2021	PRIOR FY - YTD Through 8/31/2020	COLLECTED % YTD
Transfer from General Fund				0	0	0	150,000	0.0%
Total Capital Projects Fund Revenues				0	0	0	150,000	0.0%
EXPENDITURES				ANNUAL BUDGET	CURRENT MONTH ACTIVITY	YTD ACTUAL 8/31/2021	PRIOR FY - YTD Through 8/31/2020	SPENT % YTD
Replace E911 Equip				56,322.00	0	0	0	0.0%
Voting Machines				8,625.00	0	0	0	0.0%
Sheriff Patrol Vehicle				122,134.00	0	68,394	68,394	56.0%
Transfer to Other Funds				0	0	0	406,866	0.0%
Communications				20,000.00	0	0	0	0.0%
Renovations-Co. Buildings				256,303.00	0	0	0	0.0%
School Projects				27,000.00	0	0	0	0.0%
Animal Shelter & Complex				0.00	0	0	0	0.0%
Total Capital Projects Fund Expenditures				490,384	-	68,394	475,260	13.9%

SUSSEX COUNTY
REVENUE/EXPENDITURE SUMMARY REPORT
AUGUST 31, 2021

Reserve Fund 135				FUND BALANCE as of 8/31/21 = \$ 4,730,364				
REVENUES				ANNUAL BUDGET	CURRENT MONTH ACTIVITY	YTD ACTUAL 8/31/2021	PRIOR FY - YTD Through 8/31/2020	COLLECTED % YTD
Total Reserve Fund Revenues				0	0	0	0	0.0%
EXPENDITURES				ANNUAL BUDGET	CURRENT MONTH ACTIVITY	YTD ACTUAL 8/31/2021	PRIOR FY - YTD Through 8/31/2020	SPENT % YTD
Transfer to General Fund				17,750	17,750	17,750	0	100.0%
Transfer to VPA Fund				579	0	0	0	0.0%
Total Reserve Fund Expenditures				18,329	17,750	17,750	0	96.8%

SUSSEX COUNTY - DESTE J. COX, TREASURER
REVENUE/EXPENDITURE SUMMARY REPORT
AUGUST 2021

General Fund

FUND BALANCE as of 8/31/21 = \$ 7,207,166

REVENUES				ANNUAL BUDGET	CURRENT MONTH ACTIVITY	YTD ACTUAL 8/31/2021	PRIOR FY - YTD Through 8/31/2020	COLLECTED % YTD
Real Estate - 2021				4,950,093	0	0	0	0.0%
Public Service Corp - 2021				753,613	0	0	0	0.0%
Personal Property - 2021				2,705,677	0	0	0	0.0%
Machinery & Tools - 2021				804,883	0	0	0	0.0%
Local Sales & Use Taxes (net)				902,062	89,865	173,996	152,454	19.3%
Transient Occupancy Tax				40,000	537	6,524	6,098	16.3%
Consumer Utility Taxes				88,000	13,045	16,270	16,520	18.5%
Business License Taxes				62,050	5,035	6,758	16,348	10.9%
Motor Vehicle Licenses				223,032	1,822	3,701	10,599	1.7%
Landfill Tipping Fees				4,851,000	414,524	897,871	1,012,355	18.5%
Delinquent Taxes RE				161,000	12,980	23,704	52,283	14.7%
Delinquent Tax Personal Property				104,500	15,909	25,696	49,359	24.6%
Penalties - All Property				105,000	3,319	6,407	11,307	6.1%
Interest - All Property				26,000	1,871	3,632	6,306	14.0%
Court Fines				940,000	73,350	139,077	49,901	14.8%
State				4,077,630	313,075	641,165	715,404	15.7%
Federal				1,500	0	0	0	0.0%
Designated Use of Fund Balance				2,245,183	0	0	0	0.0%
EXPENDITURES				ANNUAL BUDGET	CURRENT MONTH ACTIVITY	YTD ACTUAL 8/31/2021	PRIOR FY - YTD Through 8/31/2020	SPENT % YTD
General Government				2,469,370	170,311	358,004	330,638	14.5%
Judicial Administration				1,216,822	91,016	192,447	181,303	15.8%
Fire, Rescue, EMS				1,693,557	122,783	521,932	279,376	30.8%
Sheriff's Operations & Jail				5,382,098	385,705	828,093	731,593	15.4%
Public Works				1,080,116	113,796	240,661	163,579	22.3%
Health & Welfare				1,030,528	51,599	328,870	196,953	31.9%
Education				7,753,652	186,725	187,725	1,000	2.4%
Parks Rec & Cultural Enrichment				255,151	16,360	107,898	47,766	42.3%
Planning/Community Dev				1,658,124	43,455	143,751	512,515	8.7%
Debt Service				1,534,697	0	291,368	297,175	19.0%

General Fund								
				ANNUAL	CURRENT MONTH	ACTUAL 8/31/2021	YTD 8/31/2020	Spent %
EXPENDITURES BY DEPARTMENT				BUDGET	ACTIVITY	YEAR TO DATE	PRIOR FISCAL YEAR	YTD
Board of Supervisors				166,733	12,199	23,756	24,694	14.2%
Administration				899,878	61,263	141,017	141,785	15.7%
Contingency Acct				141,189	0	0	0	0.0%
IT & Central Acct				43,000	14,389	22,540	7,558	52.4%
County Attorney				150,000	7,500	15,000	24,667	10.0%
Registrar/Board of Elections				231,689	14,040	29,420	32,337	12.7%
Com of Rev/Reassess				405,230	28,277	57,190	40,127	14.1%
Treas/Lic Bureau				431,651	32,642	69,081	59,469	16.0%
General Government				2,469,370	170,311	358,004	330,638	14.5%
Courts				97,472	3,043	9,601	10,674	9.8%
Clerk of Courts				416,544	31,266	64,112	62,412	15.4%
Com Atty/Vic Wit				702,806	56,707	118,734	108,218	16.9%
Judicial Administration				1,216,822	91,016	192,447	181,303	15.8%
Fire/Rescue/EMS				1,357,548	88,587	456,319	241,540	33.6%
Aminal Control				336,009	34,197	65,613	37,837	19.5%
Fire, Rescue, EMS				1,693,557	122,783	521,932	279,376	30.8%
Court Sec/Spot/FO/E911				3,383,050	221,355	459,590	431,011	13.6%
Confinement of Inmates				1,858,372	141,759	345,911	279,972	18.6%
Crater Crim Justice Aca.				140,676	22,592	22,592	20,610	16.1%
Sheriff's Operations & Jail				5,382,098	385,705	828,093	731,593	15.4%
Building & Grounds				356,056	52,699	104,120	77,096	29.2%
Envir Inspections				239,313	14,007	25,818	19,201	10.8%
General Works				289,747	21,654	35,603	9,558	12.3%
Convenience Ctrs.				195,000	25,437	75,121	57,723	38.5%
Public Works				1,080,116	113,796	240,661	163,579	22.3%
Health - Outside Agencies				224,552	37,079	75,197	75,197	33.5%
Com. Support Services - Outside Agencies				203,815	8,373	134,934	70,159	66.2%
Local Contrib to DSS				425,523	0	96,894	17,615	22.8%
Local Contrib to CSA				176,638	6,146	21,846	33,981	12.4%
Health & Welfare				1,030,528	51,599	328,870	196,953	31.9%
Educ Contrib - Outside Agencies				4,482	0	1,000	1,000	22.3%
Local Contrib to Sch Fd				7,749,170	186,725	186,725	0	2.4%
Education				7,753,652	186,725	187,725	1,000	2.4%
Library/Cultural - Outside Agencies				199,151	13,000	59,538	47,766	29.9%
Recreational Contrib- Outside Agencies				56,000	3,360	48,360	0	86.4%
Parks Rec & Cultural Enrichment				255,151	16,360	107,898	47,766	42.3%
DHCD UNOS Grt				821,113	13,307	13,307	5,800	1.6%
VHDA COVID19 Grt				34,476	0	0	0	0.0%
Planning/Building/Zoning				500,541	30,148	79,727	72,023	15.9%
CDBG Pocahontas Grt				228,987	0	0	1,907	0.0%
Crater Planning Com				9,790	0	0	4,895	0.0%
IDA				12,500	0	0	406,866	0.0%
Va Gateway Region				47,417	0	47,417	21,025	100.0%
Crater SBDC				3,300	0	3,300	0	100.0%
Planning/Community Dev				1,658,124	43,455	143,751	512,515	8.7%
Debt Service				1,534,697	0	291,368	297,175	19.0%
Debt Service				1,534,697	0	291,368	297,175	19.0%

PUBLIC WORKS DEPARTMENT

Building Department



**Building & Grounds
Department**



September 16, 2021 Monthly Report



MEMORANDUM

DATE: September 7, 2021
 TO: Richard Douglas, County Administrator
 FROM: Jeffrey Gary, Building Official
 SUBJECT: August 2021 - Monthly Report

Please accept this as the August 2021 update for the Building Department.

BUILDING ACTIVITY

- August 2021

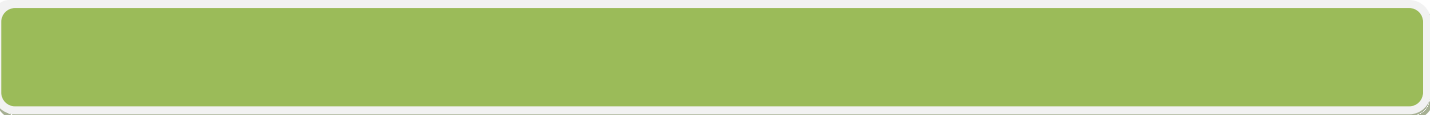
<i>Building Permits</i>	<i>Electrical Permits</i>	<i>Plumbing & Sprinkler Permits</i>	<i>Mechanical Permits</i>	<i>Field Inspections</i>	<i>Improvement Value</i>	<i>Revenue Generated</i>
21	12	7	10	113	\$3,600,712.00	\$10,013.08

- August 2020

<i>Building Permits</i>	<i>Electrical Permits</i>	<i>Plumbing & Sprinkler Permits</i>	<i>Mechanical Permits</i>	<i>Field Inspections</i>	<i>Improvement Value</i>	<i>Revenue Generated</i>
9	7	8	7	91	\$360,645.00	\$4,223.04

- January 2021 – December 2021 (Yearly totals)

<i>Building Permits</i>	<i>Electrical Permits</i>	<i>Plumbing & Sprinkler Permits</i>	<i>Mechanical Permits</i>	<i>Field Inspections</i>	<i>Improvement Value</i>	<i>Revenue Generated</i>
107	99	32	55	556	\$8,390,217.00	\$43,902.88





Monthly Report September 16, 2021

OFFICE OF PUBLIC SAFETY
G. REID FOSTER, JR.
PUBLIC SAFETY COORDINATOR
(804) 834-1305 EXT. 22
EMAIL: RFOSTER@SUSSEXCOUNTYVA.GOV



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

September 7, 2021

TO: Richard Douglas, County Administrator
FROM: G. Reid Foster, Jr., Public Safety Coordinator
SUBJECT: August 2021 Monthly Report

Enclosed you will find the monthly report for August 2021.

RADIO SYSTEM: Had several issues with the system. All repairs were covered on the new agreement with Harris.

Radio maintenance has started on all radios in the County.

FIRE DEPTS: Engine 81 is still in shop with motor repairs.

Tanker 180- is back and in service. Estimated cost of repairs was \$12,000.

Engine 510 had several repairs made to it and is back in service.

RESCUE: Still waiting on meeting with Board of Directors of Waverly Rescue Squad. Have reached out to squad captain and several members of the board asking for meeting.

Still working on rule and regulations for Waverly Rescue.

Waverly new medic has arrived working with squad captain and Harris on getting radios installed

EMERGENCY MANAGEMENT: Met with VDEM, Red Cross and Airfield Employees on setting up Shelter. MOU was signed. Working on agreements with Red Cross.

Working on getting Crater Health back to do booster shots. No timeframe has been set.

Crater Health has not offered any new vaccines to County.

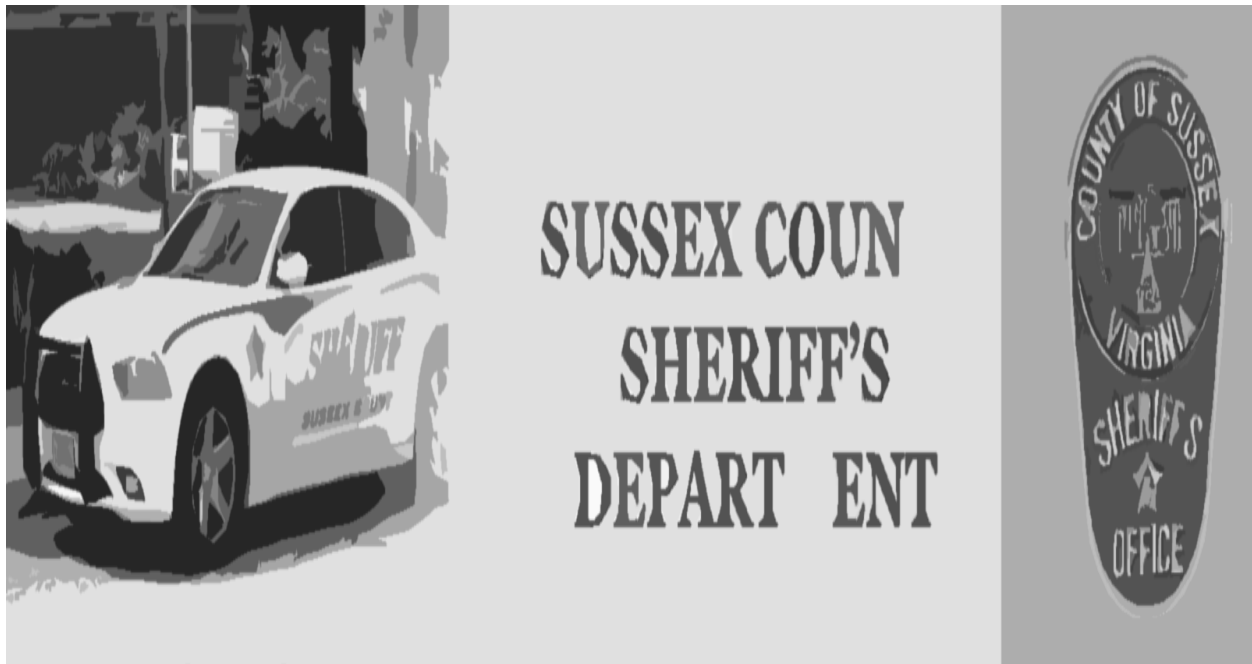
COVID still on rise in Sussex. Working to get test sites set up.

Working with new GIS vendor on run area for fire and rescue and to verify addresses are correct in CAD.

Still working on getting EOC operational

Still updating the Emergency Operation Plan Vdem is reviewing now.

Sheriff's Department



Monthly Report

September 16, 2021

BOS Meeting



“ONE FAMILY, ONE MISSION,
ONE GOAL”

Sheriff E. L. Giles, Sr.
Sussex County Sheriff's Office
P. O. Box 1326
Sussex, Virginia 23884

Telephone 434-246-5000
Fax 434-246-5714
www.sussexsheriffva.com
Email egiles@susova.us

**Sussex County Sheriff's Office Monthly Report
Month of AUGUST 2021**

PATROL

CALLS FOR SERVICE	
Type:	Total:
Sheriff	1,249
Fire	157
Rescue	447
Animal Control	42
Traffic	96
Town of Wakefield	32
TOTAL	2,023

COURTS

Court:	Days of Court:
Circuit Court	2
General District	12
JDR Court	3

Court:	Judges:
Circuit Court	2
General District	3
JDR Court	3

CIVIL

Type:	Total:
Subpoenas Served	273
Jury Summoned	80
Criminal Warrants	28
DMV Notices	5
Levies	0
TDO	2
ECO	0
Other Civil	99

Fines and Forfeitures	\$67,321.67 + \$36.00= \$67,357.67
Sheriff's Fees	\$615.00
Courthouse Security	\$7,941.62

Total Fuel Used:	2,585 gallons
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JAIL

During the month AUGUST 2021, our average daily population was 46.45 inmates. The jail booked in 32 individuals during AUGUST.

The classification of these inmates as reported by the Commonwealth of Virginia's LIDS computer system is as follows:

Pre- Trial	32 inmates, having been confined a total of 655 days.
Sentenced Misdemeanant	14 inmates, having been confined a total of 108 days.
Sentenced Felons	20 inmates, having been confined a total of 498 days.
Others	7 inmates, convicted but not sentenced.
Weekenders	5 inmates, serving misdemeanor sentences.

Transports of inmates for various reasons are listed below:

Court / Jail	18
Medical	4
Juvenile	0
Road Crew	6
TDO	1
TOTAL	29

Solid Waste Management Services



**September 16 2021
Monthly Report**

Origin / Material Summary Report

Criteria: 08/01/2021 12:00 AM to 08/31/2021 11:59 PM

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

Origin	Material	Tons
DC	Special Misc-Tons	563.28
Origin Total		563.28
DE	MSWT	73.00
DE	Sandblast Grit-Tons	14.39
DE	Special Misc-Tons	37.23
Origin Total		124.62
MD	Sludge Indus-Tons	81.78
MD	SludgeIndus-Tons	156.80
MD	Special Misc-Tons	20.49
Origin Total		259.07
NC	CDTC	15.16
NC	MSWT	4,042.84
NC	Special Misc-Tons	3,326.03
Origin Total		7,384.03
NY	MSWT	75,139.94
Origin Total		75,139.94
PA	MSWT	81.26
Origin Total		81.26
SUSS BUS	MSWT	39.55
SUSS BUS	Sludge Indus-Tons	1,125.29
Origin Total		1,164.84
SUSS RES	MSWT	480.20
Origin Total		480.20
VA	Auto Fluff-Tons	2,400.98
VA	CDTC	72.77
VA	MSWT	13,949.44
VA	SludgeIndus-Tons	32.34
VA	Special Misc-Tons	374.57
Origin Total		16,830.10
Totals		102,027.34

Planning Department

**Community
Development
Programs**



September 16, 2021 Monthly Report

Planning & Zoning Department

Monthly Report for August 2021

Michael Poarch, County Planner

Community Development/Special Programs Grant Administration

Current Developments

- *The Fairfield Inn site remains under construction.*
- *Waste Management Atlantic Waste Disposal is working on plans to add a new borrow area at the landfill.*

Sussex County Urgent Need (UNOS) Project

- *Seven (7) housing projects have been completed under the UNOS project, including four (4) substantial reconstructions and three (3) rehabilitations.*
- *One (1) rehabilitation housing project is under contract with construction starting 9/4/2021.*
- *The County is pursuing emergency procurement for two (2) substantial reconstructions and proceeding to draw up the contract agreements.*
- *Two (2) housing projects are currently under negotiation for housing rehabilitation.*

Pocahontas Neighborhood Improvement Project

- *Five (5) housing projects have been completed under the Pocahontas project, including three (3) substantial reconstructions and two (2) rehabilitations.*
- *One (1) housing projects is currently under negotiation for housing rehabilitation.*

Planning & Zoning

- *No Planning Commission meeting was held in this month.*
- *Seven (7) Zoning Applications were reviewed and approved for August; one (1) for new single-family dwelling, one (1) for in-ground pool, two (2) for storage sheds, one (1) for run-in shelter, and two (2) for carports.*
- *One (1) new address assignment was issued for new residential construction on Newville Road for August.*
- *Site Plans for Waverly Solar LLC project have been received and are under staff review.*

Erosion & Sediment Control

- *County Planner completed the requirements for DEQ and is now certified as an Erosion and Sediment Control Combined Administrator.*
- *Required Monthly Land Disturbance Report to DEQ are up-to-date.*
- *Four (4) E&S projects are active with inspections being made within a two week period or after each significant rainfall event.*

BOARD ACTION FORM

Agenda Item: Recognition #3.01

Subject: Solid Waste Services Update – Ms. Lisa Danuser

Board Meeting Date: September 16 2021

=====

Summary: Ms. Lisa Danuser will provide an update on Solid Waste Services, to include convenience center staffing and operational improvements, increased services to be provided at the convenience centers (bulk containers, appliances, scrap metal, and tires), illegal dumping removal, and litter removal.

Recommendation: N/A

Attachments: N/A

=====

ACTION: N/A

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

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

BOARD ACTION FORM

Agenda Item: Public Hearing Item #4.01

Subject: American Rescue Plan Act of 2021 (ARPA) Fund Use

Board Meeting Date: September 16 2021

=====

Summary: A public hearing has been scheduled to receive public input on the use of American Rescue Plan Act of 2021 (ARPA). As you are aware, the majority of the ARPA funds are proposed to be used for operating and capital items removed in the current year operating budget, as well as matching funds for the proposed VATI broadband project.

A copy of the public hearing notice is attached for your review.

No action is being requested at this time.

Recommendation: N/A

Attachments: State and Local Fiscal Recovery Funds Fact Sheet; FAQ July 19, 2021; County Administrator’s ARPA Spending List; and, Notice of Public Hearing

=====

REQUESTED ACTION:

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

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

FACT SHEET: The Coronavirus State and Local Fiscal Recovery Funds Will Deliver \$350 Billion for State, Local, Territorial, and Tribal Governments to Respond to the COVID-19 Emergency and Bring Back Jobs

May 10, 2021

Aid to state, local, territorial, and Tribal governments will help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery

Today, the U.S. Department of the Treasury announced the launch of the Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan Act of 2021, to provide \$350 billion in emergency funding for eligible state, local, territorial, and Tribal governments. Treasury also released details on how these funds can be used to respond to acute pandemic response needs, fill revenue shortfalls among these governments, and support the communities and populations hardest-hit by the COVID-19 crisis. With the launch of the Coronavirus State and Local Fiscal Recovery Funds, eligible jurisdictions will be able to access this funding in the coming days to address these needs.

State, local, territorial, and Tribal governments have been on the frontlines of responding to the immense public health and economic needs created by this crisis – from standing up vaccination sites to supporting small businesses – even as these governments confronted revenue shortfalls during the downturn. As a result, these governments have endured unprecedented strains, forcing many to make untenable choices between laying off educators, firefighters, and other frontline workers or failing to provide other services that communities rely on. Faced with these challenges, state and local governments have cut over 1 million jobs since the beginning of the crisis. The experience of prior economic downturns has shown that budget pressures like these often result in prolonged fiscal austerity that can slow an economic recovery.

To support the immediate pandemic response, bring back jobs, and lay the groundwork for a strong and equitable recovery, the American Rescue Plan Act of 2021 established the Coronavirus State and Local Fiscal Recovery Funds, designed to deliver \$350 billion to state, local, territorial, and Tribal governments to bolster their response to the COVID-19 emergency and its economic impacts. Today, Treasury is launching this much-needed relief to:

- Support urgent COVID-19 response efforts to continue to decrease spread of the virus and bring the pandemic under control;
- Replace lost public sector revenue to strengthen support for vital public services and help retain jobs;
- Support immediate economic stabilization for households and businesses; and,
- Address systemic public health and economic challenges that have contributed to the unequal impact of the pandemic on certain populations.

The Coronavirus State and Local Fiscal Recovery Funds provide substantial flexibility for each jurisdiction to meet local needs—including support for households, small businesses, impacted industries, essential workers, and the communities hardest-hit by the crisis. These funds also deliver resources that recipients can invest in building, maintaining, or upgrading their water, sewer, and broadband infrastructure.

Starting today, eligible state, territorial, metropolitan city, county, and Tribal governments may request Coronavirus State and Local Fiscal Recovery Funds through the Treasury Submission Portal. Concurrent with this program launch, Treasury has published an Interim Final Rule that implements the provisions of this program.

FUNDING AMOUNTS

The American Rescue Plan provides a total of \$350 billion in Coronavirus State and Local Fiscal Recovery Funds to help eligible state, local, territorial, and Tribal governments meet their present needs and build the foundation for a strong recovery. Congress has allocated this funding to tens of thousands of jurisdictions. These allocations include:

Type	Amount (\$ billions)
States & District of Columbia	\$195.3
Counties	\$65.1
Metropolitan Cites	\$45.6
Tribal Governments	\$20.0
Territories	\$4.5
Non-Entitlement Units of Local Government	\$19.5

Treasury expects to distribute these funds directly to each state, territorial, metropolitan city, county, and Tribal government. Local governments that are classified as non-entitlement units will receive this funding through their applicable state government. Treasury expects to provide further guidance on distributions to non-entitlement units next week.

Local governments should expect to receive funds in two tranches, with 50% provided beginning in May 2021 and the balance delivered 12 months later. States that have experienced a net increase in the unemployment rate of more than 2 percentage points from February 2020 to the latest available data as of the date of certification will receive their full allocation of funds in a single payment; other states will receive funds in two equal tranches. Governments of U.S. territories will receive a single payment. Tribal governments will receive two payments, with the first payment available in May and the second payment, based on employment data, to be delivered in June 2021.

USES OF FUNDING

Coronavirus State and Local Fiscal Recovery Funds provide eligible state, local, territorial, and Tribal governments with a substantial infusion of resources to meet pandemic response needs and rebuild a stronger, more equitable economy as the country recovers. Within the categories of eligible uses, recipients have broad flexibility to decide how best to use this funding to meet the needs of their communities. Recipients may use Coronavirus State and Local Fiscal Recovery Funds to:

- **Support public health expenditures**, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
- **Address negative economic impacts caused by the public health emergency**, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
- **Replace lost public sector revenue**, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
- **Provide premium pay for essential workers**, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
- **Invest in water, sewer, and broadband infrastructure**, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

Within these overall categories, Treasury’s Interim Final Rule provides guidelines and principles for determining the types of programs and services that this funding can support, together with examples of allowable uses that recipients may consider. As described below, Treasury has also designed these provisions to take into consideration the disproportionate impacts of the COVID-19 public health emergency on those hardest-hit by the pandemic.

1. Supporting the public health response

Mitigating the impact of COVID-19 continues to require an unprecedented public health response from state, local, territorial, and Tribal governments. Coronavirus State and Local Fiscal Recovery Funds provide resources to meet these needs through the provision of care for those impacted by the virus and through services that address disparities in public health that have been exacerbated by the pandemic. Recipients may use this funding to address a broad range of public health needs across COVID-19 mitigation, medical expenses, behavioral healthcare, and public health resources. Among other services, these funds can help support:

- **Services and programs to contain and mitigate the spread of COVID-19, including:**
 - ✓ Vaccination programs
 - ✓ Medical expenses
 - ✓ Testing
 - ✓ Contact tracing
 - ✓ Isolation or quarantine
 - ✓ PPE purchases
 - ✓ Support for vulnerable populations to access medical or public health services
 - ✓ Public health surveillance (e.g., monitoring for variants)
 - ✓ Enforcement of public health orders
 - ✓ Public communication efforts
 - ✓ Enhancement of healthcare capacity, including alternative care facilities
 - ✓ Support for prevention, mitigation, or other services in congregate living facilities and schools
 - ✓ Enhancement of public health data systems
 - ✓ Capital investments in public facilities to meet pandemic operational needs
 - ✓ Ventilation improvements in key settings like healthcare facilities

- **Services to address behavioral healthcare needs exacerbated by the pandemic, including:**
 - ✓ Mental health treatment
 - ✓ Substance misuse treatment
 - ✓ Other behavioral health services
 - ✓ Hotlines or warmlines
 - ✓ Crisis intervention
 - ✓ Services or outreach to promote access to health and social services
- **Payroll and covered benefits expenses** for public health, healthcare, human services, public safety and similar employees, to the extent that they work on the COVID-19 response. For public health and safety workers, recipients can use these funds to cover the full payroll and covered benefits costs for employees or operating units or divisions primarily dedicated to the COVID-19 response.

2. Addressing the negative economic impacts caused by the public health emergency

The COVID-19 public health emergency resulted in significant economic hardship for many Americans. As businesses closed, consumers stayed home, schools shifted to remote education, and travel declined precipitously, over 20 million jobs were lost between February and April 2020. Although many have since returned to work, as of April 2021, the economy remains more than 8 million jobs below its pre-pandemic peak, and more than 3 million workers have dropped out of the labor market altogether since February 2020.

To help alleviate the economic hardships caused by the pandemic, Coronavirus State and Local Fiscal Recovery Funds enable eligible state, local, territorial, and Tribal governments to provide a wide range of assistance to individuals and households, small businesses, and impacted industries, in addition to enabling governments to rehire public sector staff and rebuild capacity. Among these uses include:

- **Delivering assistance to workers and families**, including aid to unemployed workers and job training, as well as aid to households facing food, housing, or other financial insecurity. In addition, these funds can support survivor’s benefits for family members of COVID-19 victims.
- **Supporting small businesses**, helping them to address financial challenges caused by the pandemic and to make investments in COVID-19 prevention and mitigation tactics, as well as to provide technical assistance. To achieve these goals, recipients may employ this funding to execute a broad array of loan, grant, in-kind assistance, and counseling programs to enable small businesses to rebound from the downturn.
- **Speeding the recovery of the tourism, travel, and hospitality sectors**, supporting industries that were particularly hard-hit by the COVID-19 emergency and are just now beginning to mend. Similarly impacted sectors within a local area are also eligible for support.
- **Rebuilding public sector capacity**, by rehiring public sector staff and replenishing unemployment insurance (UI) trust funds, in each case up to pre-pandemic levels. Recipients may also use this funding to build their internal capacity to successfully implement economic relief programs, with investments in data analysis, targeted outreach, technology infrastructure, and impact evaluations.

3. **Serving the hardest-hit communities and families**

While the pandemic has affected communities across the country, it has disproportionately impacted low-income families and communities of color and has exacerbated systemic health and economic inequities. Low-income and socially vulnerable communities have experienced the most severe health impacts. For example, counties with high poverty rates also have the highest rates of infections and deaths, with 223 deaths per 100,000 compared to the U.S. average of 175 deaths per 100,000.

Coronavirus State and Local Fiscal Recovery Funds allow for a broad range of uses to address the disproportionate public health and economic impacts of the crisis on the hardest-hit communities, populations, and households. Eligible services include:

- **Addressing health disparities and the social determinants of health**, through funding for community health workers, public benefits navigators, remediation of lead hazards, and community violence intervention programs;
- **Investments in housing and neighborhoods**, such as services to address individuals experiencing homelessness, affordable housing development, housing vouchers, and residential counseling and housing navigation assistance to facilitate moves to neighborhoods with high economic opportunity;
- **Addressing educational disparities** through new or expanded early learning services, providing additional resources to high-poverty school districts, and offering educational services like tutoring or afterschool programs as well as services to address social, emotional, and mental health needs; and,
- **Promoting healthy childhood environments**, including new or expanded high quality childcare, home visiting programs for families with young children, and enhanced services for child welfare-involved families and foster youth.

Governments may use Coronavirus State and Local Fiscal Recovery Funds to support these additional services if they are provided:

- within a Qualified Census Tract (a low-income area as designated by the Department of Housing and Urban Development);
- to families living in Qualified Census Tracts;
- by a Tribal government; or,
- to other populations, households, or geographic areas disproportionately impacted by the pandemic.

4. **Replacing lost public sector revenue**

State, local, territorial, and Tribal governments that are facing budget shortfalls may use Coronavirus State and Local Fiscal Recovery Funds to avoid cuts to government services. With these additional resources, recipients can continue to provide valuable public services and ensure that fiscal austerity measures do not hamper the broader economic recovery.

Many state, local, territorial, and Tribal governments have experienced significant budget shortfalls, which can yield a devastating impact on their respective communities. Faced with budget shortfalls and pandemic-related uncertainty, state and local governments cut staff in all 50 states. These budget shortfalls and staff cuts are particularly problematic at present, as these entities are on the front lines of battling the COVID-19 pandemic and helping citizens weather the economic downturn.

Recipients may use these funds to replace lost revenue. Treasury's Interim Final Rule establishes a methodology that each recipient can use to calculate its reduction in revenue. Specifically, recipients will compute the extent of their reduction in revenue by comparing their actual revenue to an alternative representing what could have been expected to occur in the absence of the pandemic. Analysis of this expected trend begins with the last full fiscal year prior to the public health emergency and projects forward at either (a) the recipient's average annual revenue growth over the three full fiscal years prior to the public health emergency or (b) 4.1%, the national average state and local revenue growth rate from 2015-18 (the latest available data).

For administrative convenience, Treasury's Interim Final Rule allows recipients to presume that any diminution in actual revenue relative to the expected trend is due to the COVID-19 public health emergency. Upon receiving Coronavirus State and Local Fiscal Recovery Funds, recipients may immediately calculate the reduction in revenue that occurred in 2020 and deploy funds to address any shortfall. Recipients will have the opportunity to re-calculate revenue loss at several points through the program, supporting those entities that experience a lagged impact of the crisis on revenues.

Importantly, once a shortfall in revenue is identified, recipients will have broad latitude to use this funding to support government services, up to this amount of lost revenue.

5. Providing premium pay for essential workers

Coronavirus State and Local Fiscal Recovery Funds provide resources for eligible state, local, territorial, and Tribal governments to recognize the heroic contributions of essential workers. Since the start of the public health emergency, essential workers have put their physical well-being at risk to meet the daily needs of their communities and to provide care for others.

Many of these essential workers have not received compensation for the heightened risks they have faced and continue to face. Recipients may use this funding to provide premium pay directly, or through grants to private employers, to a broad range of essential workers who must be physically present at their jobs including, among others:

- ✓ Staff at nursing homes, hospitals, and home-care settings
- ✓ Workers at farms, food production facilities, grocery stores, and restaurants
- ✓ Janitors and sanitation workers
- ✓ Public health and safety staff
- ✓ Truck drivers, transit staff, and warehouse workers
- ✓ Childcare workers, educators, and school staff
- ✓ Social service and human services staff

Treasury's Interim Final Rule emphasizes the need for recipients to prioritize premium pay for lower income workers. Premium pay that would increase a worker's total pay above 150% of the greater of the state or county average annual wage requires specific justification for how it responds to the needs of these workers.

In addition, employers are both permitted and encouraged to use Coronavirus State and Local Fiscal Recovery Funds to offer retrospective premium pay, recognizing that many essential workers have not yet received additional compensation for work performed. Staff working for third-party contractors in eligible sectors are also eligible for premium pay.

6. Investing in water and sewer infrastructure

Recipients may use Coronavirus State and Local Fiscal Recovery Funds to invest in necessary improvements to their water and sewer infrastructures, including projects that address the impacts of climate change.

Recipients may use this funding to invest in an array of drinking water infrastructure projects, such as building or upgrading facilities and transmission, distribution, and storage systems, including the replacement of lead service lines.

Recipients may also use this funding to invest in wastewater infrastructure projects, including constructing publicly-owned treatment infrastructure, managing and treating stormwater or subsurface drainage water, facilitating water reuse, and securing publicly-owned treatment works.

To help jurisdictions expedite their execution of these essential investments, Treasury's Interim Final Rule aligns types of eligible projects with the wide range of projects that can be supported by the Environmental Protection Agency's Clean Water State Revolving Fund and Drinking Water State Revolving Fund. Recipients retain substantial flexibility to identify those water and sewer infrastructure investments that are of the highest priority for their own communities.

Treasury's Interim Final Rule also encourages recipients to ensure that water, sewer, and broadband projects use strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions.

7. Investing in broadband infrastructure

The pandemic has underscored the importance of access to universal, high-speed, reliable, and affordable broadband coverage. Over the past year, millions of Americans relied on the internet to participate in remote school, healthcare, and work.

Yet, by at least one measure, 30 million Americans live in areas where there is no broadband service or where existing services do not deliver minimally acceptable speeds. For millions of other Americans, the high cost of broadband access may place it out of reach. The American Rescue Plan aims to help remedy these shortfalls, providing recipients with flexibility to use Coronavirus State and Local Fiscal Recovery Funds to invest in broadband infrastructure.

Recognizing the acute need in certain communities, Treasury's Interim Final Rule provides that investments in broadband be made in areas that are currently unserved or underserved—in other words, lacking a wireline connection that reliably delivers minimum speeds of 25 Mbps download and 3 Mbps upload. Recipients are also encouraged to prioritize projects that achieve last-mile connections to households and businesses.

Using these funds, recipients generally should build broadband infrastructure with modern technologies in mind, specifically those projects that deliver services offering reliable 100 Mbps download and 100

Mbps upload speeds, unless impracticable due to topography, geography, or financial cost. In addition, recipients are encouraged to pursue fiber optic investments.

In view of the wide disparities in broadband access, assistance to households to support internet access or digital literacy is an eligible use to respond to the public health and negative economic impacts of the pandemic, as detailed above.

8. Ineligible Uses

Coronavirus State and Local Fiscal Recovery Funds provide substantial resources to help eligible state, local, territorial, and Tribal governments manage the public health and economic consequences of COVID-19. Recipients have considerable flexibility to use these funds to address the diverse needs of their communities.

To ensure that these funds are used for their intended purposes, the American Rescue Plan Act also specifies two ineligible uses of funds:

- **States and territories may not use this funding to directly or indirectly offset a reduction in net tax revenue due to a change in law from March 3, 2021 through the last day of the fiscal year in which the funds provided have been spent.** The American Rescue Plan ensures that funds needed to provide vital services and support public employees, small businesses, and families struggling to make it through the pandemic are not used to fund reductions in net tax revenue. Treasury's Interim Final Rule implements this requirement. If a state or territory cuts taxes, they must demonstrate how they paid for the tax cuts from sources other than Coronavirus State Fiscal Recovery Funds—by enacting policies to raise other sources of revenue, by cutting spending, or through higher revenue due to economic growth. If the funds provided have been used to offset tax cuts, the amount used for this purpose must be paid back to the Treasury.
- **No recipient may use this funding to make a deposit to a pension fund.** Treasury's Interim Final Rule defines a "deposit" as an extraordinary contribution to a pension fund for the purpose of reducing an accrued, unfunded liability. While pension deposits are prohibited, recipients may use funds for routine payroll contributions for employees whose wages and salaries are an eligible use of funds.

Treasury's Interim Final Rule identifies several other ineligible uses, including funding debt service, legal settlements or judgments, and deposits to rainy day funds or financial reserves. Further, general infrastructure spending is not covered as an eligible use outside of water, sewer, and broadband investments or above the amount allocated under the revenue loss provision. While the program offers broad flexibility to recipients to address local conditions, these restrictions will help ensure that funds are used to augment existing activities and address pressing needs.

Coronavirus State and Local Fiscal Recovery Funds

Frequently Asked Questions

AS OF JULY 19, 2021

This document contains answers to frequently asked questions regarding the Coronavirus State and Local Fiscal Recovery Funds (CSFRF / CLFRF, or Fiscal Recovery Funds). Treasury will be updating this document periodically in response to questions received from stakeholders. Recipients and stakeholders should consult the [Interim Final Rule](#) for additional information.

- For overall information about the program, including information on requesting funding, please see <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments>
- For general questions about CSFRF / CLFRF, please email SLFRP@treasury.gov
- Treasury is seeking comment on all aspects of the Interim Final Rule. Stakeholders are encouraged to submit comments electronically through the Federal eRulemaking Portal (<https://www.regulations.gov/document/TREAS-DO-2021-0008-0002>) on or before July 16, 2021. Please be advised that comments received will be part of the public record and subject to public disclosure. Do not disclose any information in your comment or supporting materials that you consider confidential or inappropriate for public disclosure.

Questions added 5/27/21: 1.5, 1.6, 2.13, 2.14, 2.15, 3.9, 4.5, 4.6, 10.3, 10.4 (noted with “[5/27]”)

Questions added 6/8/21: 2.16, 3.10, 3.11, 3.12, 4.7, 6.7, 8.2, 9.4, 9.5, 10.5 (noted with “[6/8]”)

Questions added 6/17/21: 6.8, 6.9, 6.10, 6.11 (noted with “[6/17]”)

Questions added 6/23/21: 1.7, 2.17, 2.18, 2.19, 2.20, 3.1 (appendix), 3.13, 4.8, 6.12 (noted with “[6/23]”)

Question added 6/24/21: 2.21 (noted with “[6/24]”)

Questions added 7/14/21: 1.8, 3.14, 3.15, 4.9, 4.10, 4.11, 4.12, 6.13, 6.14, 6.15, 6.16, 6.17, 10.3 updated (noted with “[7/14]”)

Answers to frequently asked questions on distribution of funds to non-entitlement units of local government (NEUs) can be found in this [FAQ supplement](#), which is regularly updated.

1. Eligibility and Allocations

1.1. Which governments are eligible for funds?

The following governments are eligible:

- States and the District of Columbia
- Territories
- Tribal governments
- Counties
- Metropolitan cities
- Non-entitlement units, or smaller local governments

1.2. Which governments receive funds directly from Treasury?

Treasury will distribute funds directly to each eligible state, territory, metropolitan city, county, or Tribal government. Smaller local governments that are classified as non-entitlement units will receive funds through their applicable state government.

1.3. Are special-purpose units of government eligible to receive funds?

Special-purpose units of local government will not receive funding allocations; however, a state, territory, local, or Tribal government may transfer funds to a special-purpose unit of government. Special-purpose districts perform specific functions in the community, such as fire, water, sewer or mosquito abatement districts.

1.4. How are funds being allocated to Tribal governments, and how will Tribal governments find out their allocation amounts?¹

\$20 billion of Fiscal Recovery Funds was reserved for Tribal governments. The American Rescue Plan Act specifies that \$1 billion will be allocated evenly to all eligible Tribal governments. The remaining \$19 billion will be distributed using an allocation methodology based on enrollment and employment.

There will be two payments to Tribal governments. Each Tribal government's first payment will include (i) an amount in respect of the \$1 billion allocation that is to be divided equally among eligible Tribal governments and (ii) each Tribal government's pro rata share of the Enrollment Allocation. Tribal governments will be notified of their allocation amount and delivery of payment 4-5 days after completing request for funds in the Treasury Submission Portal. The deadline to make the initial request for funds is June 21, 2021.

The second payment will include a Tribal government's pro rata share of the Employment Allocation. There is a \$1,000,000 minimum employment allocation for Tribal governments. In late-June, Tribal governments will receive an email notification to re-enter the Treasury Submission Portal to confirm or amend their 2019 employment numbers that were submitted to the Department of the Treasury for the CARES Act's Coronavirus Relief Fund. To receive an Employment Allocation, including the minimum employment allocation, Tribal governments must confirm employment numbers by July

¹ The answer to this question was updated on July 19, 2021.

23, 2021. Treasury will calculate employment allocations for those Tribal governments that confirmed or submitted amended employment numbers by the deadline. In August, Treasury will communicate to Tribal governments the amount of their portion of the Employment Allocation and the anticipated date for the second payment.

1.5. My county is a unit of general local government with population under 50,000. Will my county receive funds directly from Treasury? [5/27]

Yes. All counties that are units of general local government will receive funds directly from Treasury and should apply via the [online portal](#). The list of county allocations is available [here](#).

1.6. My local government expected to be classified as a non-entitlement unit. Instead, it was classified as a metropolitan city. Why? [5/27]

The American Rescue Plan Act defines, for purposes of the Coronavirus Local Fiscal Recovery Fund (CLFRF), metropolitan cities to include those that are currently metropolitan cities under the Community Development Block Grant (CDBG) program but also those cities that relinquish or defer their status as a metropolitan city for purposes of the CDBG program. This would include, by way of example, cities that are principal cities of their metropolitan statistical area, even if their population is less than 50,000. In other words, a city that is eligible to be a metropolitan city under the CDBG program is eligible as a metropolitan city under the CLFRF, regardless of how that city has elected to participate in the CDBG program.

Unofficial allocation estimates produced by other organizations may have classified certain local governments as non-entitlement units of local government. However, based on the statutory definitions, some of these local governments should have been classified as metropolitan cities.

1.7. In order to receive and use Fiscal Recovery Funds, must a recipient government maintain a declaration of emergency relating to COVID-19? [6/23]

No. Neither the statute establishing the CSFRF/CLFRF nor the Interim Final Rule requires recipients to maintain a local declaration of emergency relating to COVID-19.

1.8. Can non-profit or private organizations receive funds? If so, how? [7/14]

Yes. Under section 602(c)(3) of the Social Security Act, a State, territory, or Tribal government may transfer funds to a “private nonprofit organization . . . , a Tribal organization . . . , a public benefit corporation involved in the transportation of passengers or cargo, or a special-purpose unit of State or local government.” Similarly, section 603(c)(3) authorizes a local government to transfer funds to the same entities (other than Tribal organizations). The Interim Final Rule clarifies that the lists of transferees in sections 602(c)(3) and 603(c)(3) are not exclusive, and recipients may transfer funds to constituent units of government or private entities beyond those

specified in the statute. A transferee receiving a transfer from a recipient under sections 602(c)(3) and 603(c)(3) will be considered to be a subrecipient and will be expected to comply with all subrecipient reporting requirements.

The ARPA does not authorize Treasury to provide CSFRF/CLFRF funds directly to non-profit or private organizations. Thus, non-profit or private organizations should seek funds from CSFRF/CLFRF recipient(s) in their jurisdiction (e.g., a State, local, territorial, or Tribal government).

2. Eligible Uses – Responding to the Public Health Emergency / Negative Economic Impacts

2.1. What types of COVID-19 response, mitigation, and prevention activities are eligible?

A broad range of services are needed to contain COVID-19 and are eligible uses, including vaccination programs; medical care; testing; contact tracing; support for isolation or quarantine; supports for vulnerable populations to access medical or public health services; public health surveillance (e.g., monitoring case trends, genomic sequencing for variants); enforcement of public health orders; public communication efforts; enhancement to health care capacity, including through alternative care facilities; purchases of personal protective equipment; support for prevention, mitigation, or other services in congregate living facilities (e.g., nursing homes, incarceration settings, homeless shelters, group living facilities) and other key settings like schools; ventilation improvements in congregate settings, health care settings, or other key locations; enhancement of public health data systems; and other public health responses. Capital investments in public facilities to meet pandemic operational needs are also eligible, such as physical plant improvements to public hospitals and health clinics or adaptations to public buildings to implement COVID-19 mitigation tactics.

2.2. If a use of funds was allowable under the Coronavirus Relief Fund (CRF) to respond to the public health emergency, may recipients presume it is also allowable under CSFRF/CLFRF?

Generally, funding uses eligible under CRF as a response to the direct public health impacts of COVID-19 will continue to be eligible under CSFRF/CLFRF, with the following two exceptions: (1) the standard for eligibility of public health and safety payrolls has been updated; and (2) expenses related to the issuance of tax-anticipation notes are not an eligible funding use.

2.3. If a use of funds is not explicitly permitted in the Interim Final Rule as a response to the public health emergency and its negative economic impacts, does that mean it is prohibited?

The Interim Final Rule contains a non-exclusive list of programs or services that may be funded as responding to COVID-19 or the negative economic impacts of the COVID-19 public health emergency, along with considerations for evaluating other potential uses of Fiscal Recovery Funds not explicitly listed. The Interim Final Rule also provides flexibility for recipients to use Fiscal Recovery Funds for programs or services that are not identified on these non-exclusive lists but which meet the objectives of section 602(c)(1)(A) or 603(c)(1)(A) by responding to the COVID-19 public health emergency with respect to COVID-19 or its negative economic impacts.

2.4. May recipients use funds to respond to the public health emergency and its negative economic impacts by replenishing state unemployment funds?

Consistent with the approach taken in the CRF, recipients may make deposits into the state account of the Unemployment Trust Fund up to the level needed to restore the pre-pandemic balances of such account as of January 27, 2020, or to pay back advances received for the payment of benefits between January 27, 2020 and the date when the Interim Final Rule is published in the Federal Register.

2.5. What types of services are eligible as responses to the negative economic impacts of the pandemic?

Eligible uses in this category include assistance to households; small businesses and non-profits; and aid to impacted industries.

Assistance to households includes, but is not limited to: food assistance; rent, mortgage, or utility assistance; counseling and legal aid to prevent eviction or homelessness; cash assistance; emergency assistance for burials, home repairs, weatherization, or other needs; internet access or digital literacy assistance; or job training to address negative economic or public health impacts experienced due to a worker's occupation or level of training.

Assistance to small business and non-profits includes, but is not limited to:

- loans or grants to mitigate financial hardship such as declines in revenues or impacts of periods of business closure, for example by supporting payroll and benefits costs, costs to retain employees, mortgage, rent, or utilities costs, and other operating costs;
- Loans, grants, or in-kind assistance to implement COVID-19 prevention or mitigation tactics, such as physical plant changes to enable social distancing, enhanced cleaning efforts, barriers or partitions, or COVID-19 vaccination, testing, or contact tracing programs; and
- Technical assistance, counseling, or other services to assist with business planning needs

2.6. May recipients use funds to respond to the public health emergency and its negative economic impacts by providing direct cash transfers to households?

Yes, provided the recipient considers whether, and the extent to which, the household has experienced a negative economic impact from the pandemic. Additionally, cash transfers must be reasonably proportional to the negative economic impact they are intended to address. Cash transfers grossly in excess of the amount needed to address the negative economic impact identified by the recipient would not be considered to be a response to the COVID-19 public health emergency or its negative impacts. In particular, when considering appropriate size of permissible cash transfers made in response to the COVID-19 public health emergency, state, local, territorial, and Tribal governments may consider and take guidance from the per person amounts previously provided by the federal government in response to the COVID crisis.

2.7. May funds be used to reimburse recipients for costs incurred by state and local governments in responding to the public health emergency and its negative economic impacts prior to passage of the American Rescue Plan?

Use of Fiscal Recovery Funds is generally forward looking. The Interim Final Rule permits funds to be used to cover costs incurred beginning on March 3, 2021.

2.8. May recipients use funds for general economic development or workforce development?

Generally, not. Recipients must demonstrate that funding uses directly address a negative economic impact of the COVID-19 public health emergency, including funds used for economic or workforce development. For example, job training for unemployed workers may be used to address negative economic impacts of the public health emergency and be eligible.

2.9. How can recipients use funds to assist the travel, tourism, and hospitality industries?

Aid provided to tourism, travel, and hospitality industries should respond to the negative economic impacts of the pandemic. For example, a recipient may provide aid to support safe reopening of businesses in the tourism, travel and hospitality industries and to districts that were closed during the COVID-19 public health emergency, as well as aid a planned expansion or upgrade of tourism, travel and hospitality facilities delayed due to the pandemic.

Tribal development districts are considered the commercial centers for tribal hospitality, gaming, tourism and entertainment industries.

2.10. May recipients use funds to assist impacted industries other than travel, tourism, and hospitality?

Yes, provided that recipients consider the extent of the impact in such industries as compared to tourism, travel, and hospitality, the industries enumerated in the statute. For example, nationwide the leisure and hospitality industry has experienced an

approximately 17 percent decline in employment and 24 percent decline in revenue, on net, due to the COVID-19 public health emergency. Recipients should also consider whether impacts were due to the COVID-19 pandemic, as opposed to longer-term economic or industrial trends unrelated to the pandemic.

Recipients should maintain records to support their assessment of how businesses or business districts receiving assistance were affected by the negative economic impacts of the pandemic and how the aid provided responds to these impacts.

2.11. How does the Interim Final Rule help address the disparate impact of COVID-19 on certain populations and geographies?

In recognition of the disproportionate impacts of the COVID-19 virus on health and economic outcomes in low-income and Native American communities, the Interim Final Rule identifies a broader range of services and programs that are considered to be in response to the public health emergency when provided in these communities. Specifically, Treasury will presume that certain types of services are eligible uses when provided in a Qualified Census Tract (QCT), to families living in QCTs, or when these services are provided by Tribal governments.

Recipients may also provide these services to other populations, households, or geographic areas disproportionately impacted by the pandemic. In identifying these disproportionately-impacted communities, recipients should be able to support their determination for how the pandemic disproportionately impacted the populations, households, or geographic areas to be served.

Eligible services include:

- Addressing health disparities and the social determinants of health, including: community health workers, public benefits navigators, remediation of lead paint or other lead hazards, and community violence intervention programs;
- Building stronger neighborhoods and communities, including: supportive housing and other services for individuals experiencing homelessness, development of affordable housing, and housing vouchers and assistance relocating to neighborhoods with higher levels of economic opportunity;
- Addressing educational disparities exacerbated by COVID-19, including: early learning services, increasing resources for high-poverty school districts, educational services like tutoring or afterschool programs, and supports for students' social, emotional, and mental health needs; and
- Promoting healthy childhood environments, including: child care, home visiting programs for families with young children, and enhanced services for child welfare-involved families and foster youth.

2.12. May recipients use funds to pay for vaccine incentive programs (e.g., cash or in-kind transfers, lottery programs, or other incentives for individuals who get vaccinated)?

Yes. Under the Interim Final Rule, recipients may use Coronavirus State and Local Fiscal Recovery Funds to respond to the COVID-19 public health emergency, including expenses related to COVID-19 vaccination programs. See 31 CFR 35.6(b)(1)(i). Programs that provide incentives reasonably expected to increase the number of people who choose to get vaccinated, or that motivate people to get vaccinated sooner than they otherwise would have, are an allowable use of funds so long as such costs are reasonably proportional to the expected public health benefit.

2.13. May recipients use funds to pay “back to work incentives” (e.g., cash payments for newly employed workers after a certain period of time on the job)? [5/27]

Yes. Under the Interim Final Rule, recipients may use Coronavirus State and Local Fiscal Recovery Funds to provide assistance to unemployed workers. See 31 CFR 35.6(b)(4). This assistance can include job training or other efforts to accelerate rehiring and thus reduce unemployment, such as childcare assistance, assistance with transportation to and from a jobsite or interview, and incentives for newly employed workers.

2.14. The Coronavirus Relief Fund (CRF) included as an eligible use: "Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency." What has changed in CSFRF/CLFRF, and what type of documentation is required under CSFRF/CLFRF? [5/27]

Many of the expenses authorized under the Coronavirus Relief Fund are also eligible uses under the CSFRF/CLFRF. However, in the case of payroll expenses for public safety, public health, health care, human services, and similar employees (hereafter, public health and safety staff), the CSFRF/CLFRF does differ from the CRF. This change reflects the differences between the ARPA and CARES Act and recognizes that the response to the COVID-19 public health emergency has changed and will continue to change over time. In particular, funds may be used for payroll and covered benefits expenses for public safety, public health, health care, human services, and similar employees, including first responders, to the extent that the employee's time that is dedicated to responding to the COVID-19 public health emergency.

For administrative convenience, the recipient may consider a public health and safety employee to be entirely devoted to mitigating or responding to the COVID-19 public health emergency, and therefore fully covered, if the employee, or his or her operating unit or division, is primarily dedicated (e.g., more than half of the employee's time is dedicated) to responding to the COVID-19 public health emergency.

Recipients may use presumptions for assessing whether an employee, division, or operating unit is primarily dedicated to COVID-19 response. The recipient should

maintain records to support its assessment, such as payroll records, attestations from supervisors or staff, or regular work product or correspondence demonstrating work on the COVID-19 response. Recipients need not routinely track staff hours. Recipients should periodically reassess their determinations.

2.15. What staff are included in “public safety, public health, health care, human services, and similar employees”? Would this include, for example, 911 operators, morgue staff, medical examiner staff, or EMS staff? [5/27]

As discussed in the Interim Final Rule, funds may be used for payroll and covered benefits expenses for public safety, public health, health care, human services, and similar employees, for the portion of the employee’s time that is dedicated to responding to the COVID-19 public health emergency.

Public safety employees would include police officers (including state police officers), sheriffs and deputy sheriffs, firefighters, emergency medical responders, correctional and detention officers, and those who directly support such employees such as dispatchers and supervisory personnel. Public health employees would include employees involved in providing medical and other health services to patients and supervisory personnel, including medical staff assigned to schools, prisons, and other such institutions, and other support services essential for patient care (e.g., laboratory technicians, medical examiner or morgue staff) as well as employees of public health departments directly engaged in matters related to public health and related supervisory personnel. Human services staff include employees providing or administering social services; public benefits; child welfare services; and child, elder, or family care, as well as others.

2.16. May recipients use funds to establish a public jobs program? [6/8]

Yes. The Interim Final Rule permits a broad range of services to unemployed or underemployed workers and other individuals that suffered negative economic impacts from the pandemic. That can include public jobs programs, subsidized employment, combined education and on-the-job training programs, or job training to accelerate rehiring or address negative economic or public health impacts experienced due to a worker’s occupation or level of training. The broad range of permitted services can also include other employment supports, such as childcare assistance or assistance with transportation to and from a jobsite or interview.

The Interim Final Rule includes as an eligible use re-hiring public sector staff up to the government’s level of pre-pandemic employment. “Public sector staff” would not include individuals participating in a job training or subsidized employment program administered by the recipient.

2.17. The Interim Final Rule states that “assistance or aid to individuals or businesses that did not experience a negative economic impact from the public health emergency would not be an eligible use under this category.” Are recipients

required to demonstrate that each individual or business experienced a negative economic impact for that individual or business to receive assistance? [6/23]

Not necessarily. The Interim Final Rule allows recipients to demonstrate a negative economic impact on a population or group and to provide assistance to households or businesses that fall within that population or group. In such cases, the recipient need only demonstrate that the household or business is within the population or group that experienced a negative economic impact.

For assistance to households, the Interim Final Rule states, “In assessing whether a household or population experienced economic harm as a result of the pandemic, a recipient may presume that a household or population that experienced unemployment or increased food or housing insecurity or is low- or moderate-income experienced negative economic impacts resulting from the pandemic.” This would allow, for example, an internet access assistance program for all low- or moderate-income households, but would not require the recipient to demonstrate or document that each individual low- or moderate income household experienced a negative economic impact from the COVID-19 public health emergency apart from being low- or moderate income.

For assistance to small businesses, the Interim Final Rule states that assistance may be provided to small businesses, including loans, grants, in-kind assistance, technical assistance or other services, to respond to the negative economic impacts of the COVID-19 public health emergency. In providing assistance to small businesses, recipients must design a program that responds to the negative economic impacts of the COVID-19 public health emergency, including by identifying how the program addresses the identified need or impact faced by small businesses. This can include assistance to adopt safer operating procedures, weather periods of closure, or mitigate financial hardship resulting from the COVID-19 public health emergency.

As part of program design and to ensure that the program responds to the identified need, recipients may consider additional criteria to target assistance to businesses in need, including to small businesses. Assistance may be targeted to businesses facing financial insecurity, with substantial declines in gross receipts (e.g., comparable to measures used to assess eligibility for the Paycheck Protection Program), or facing other economic harm due to the pandemic, as well as businesses with less capacity to weather financial hardship, such as the smallest businesses, those with less access to credit, or those serving disadvantaged communities. For example, a recipient could find based on local data or research that the smallest businesses faced sharply increased risk of bankruptcy and develop a program to respond; such a program would only need to document a population or group-level negative economic impact, and eligibility criteria to limit access to the program to that population or group (in this case, the smallest businesses).

In addition, recognizing the disproportionate impact of the pandemic on disadvantaged communities, the Interim Final Rule also identifies a set of services that are presumptively eligible when provided in a Qualified Census Tract (QCT); to families and individuals living in QCTs; to other populations, households, or geographic areas

identified by the recipient as disproportionately impacted by the pandemic; or when these services are provided by Tribal governments. For more information on the set of presumptively eligible services, see the Interim Final Rule section on *Building Stronger Communities through Investments in Housing and Neighborhoods* and FAQ 2.11.

2.18. Would investments in improving outdoor spaces (e.g. parks) be an eligible use of funds as a response to the public health emergency and/or its negative economic impacts? [6/23]

There are multiple ways that investments in improving outdoor spaces could qualify as eligible uses; several are highlighted below, though there may be other ways that a specific investment in outdoor spaces would meet eligible use criteria.

First, in recognition of the disproportionate negative economic impacts on certain communities and populations, the Interim Final Rule identifies certain types of services that are eligible uses when provided in a Qualified Census Tract (QCT), to families and individuals living in QCTs, or when these services are provided by Tribal governments. Recipients may also provide these services to other populations, households, or geographic areas disproportionately impacted by the pandemic.

These programs and services include services designed to build stronger neighborhoods and communities and to address health disparities and the social determinants of health. The Interim Final Rule provides a non-exhaustive list of eligible services to respond to the needs of communities disproportionately impacted by the pandemic, and recipients may identify other uses of funds that do so, consistent with the Rule’s framework. For example, investments in parks, public plazas, and other public outdoor recreation spaces may be responsive to the needs of disproportionately impacted communities by promoting healthier living environments and outdoor recreation and socialization to mitigate the spread of COVID-19.

Second, recipients may provide assistance to small businesses in all communities. Assistance to small businesses could include support to enhance outdoor spaces for COVID-19 mitigation (e.g., restaurant patios) or to improve the built environment of the neighborhood (e.g., façade improvements).

Third, many governments saw significantly increased use of parks during the pandemic that resulted in damage or increased maintenance needs. The Interim Final Rule recognizes that “decrease[s to] a state or local government’s ability to effectively administer services” can constitute a negative economic impact of the pandemic.

2.19. Would expenses to address a COVID-related backlog in court cases be an eligible use of funds as a response to the public health emergency? [6/23]

The Interim Final Rule recognizes that “decrease[s to] a state or local government’s ability to effectively administer services,” such as cuts to public sector staffing levels, can constitute a negative economic impact of the pandemic. During the COVID-19 public

health emergency, many courts were unable to operate safely during the pandemic and, as a result, now face significant backlogs. Court backlogs resulting from inability of courts to safely operate during the COVID-19 pandemic decreased the government's ability to administer services. Therefore, steps to reduce these backlogs, such as implementing COVID-19 safety measures to facilitate court operations, hiring additional court staff or attorneys to increase speed of case resolution, and other expenses to expedite case resolution are eligible uses.

2.20. Can funds be used to assist small business startups as a response to the negative economic impact of COVID-19? [6/23]

As discussed in the Interim Final Rule, recipients may provide assistance to small businesses that responds to the negative economic impacts of COVID-19. The Interim Final Rule provides a non-exclusive list of potential assistance mechanisms, as well as considerations for ensuring that such assistance is responsive to the negative economic impacts of COVID-19.

Treasury acknowledges a range of potential circumstances in which assisting small business startups could be responsive to the negative economic impacts of COVID-19, including for small businesses and individuals seeking to start small businesses after the start of the COVID-19 public health emergency. For example:

- A recipient could assist small business startups with additional costs associated with COVID-19 mitigation tactics (e.g., barriers or partitions; enhanced cleaning; or physical plant changes to enable greater use of outdoor space).
- A recipient could identify and respond to a negative economic impact of COVID-19 on new small business startups; for example, if it could be shown that small business startups in a locality were facing greater difficulty accessing credit than prior to the pandemic, faced increased costs to starting the business due to the pandemic, or that the small business had lost expected startup capital due to the pandemic.
- The Interim Final Rule also discusses eligible uses that provide support for individuals who have experienced a negative economic impact from the COVID-19 public health emergency, including uses that provide job training for unemployed individuals. These initiatives also may support small business startups and individuals seeking to start small businesses.

2.21. Can funds be used for eviction prevention efforts or housing stability services? [6/24]

Yes. Responses to the negative economic impacts of the pandemic include “rent, mortgage, or utility assistance [and] counseling and legal aid to prevent eviction or homelessness.” This includes housing stability services that enable eligible households to maintain or obtain housing, such as housing counseling, fair housing counseling, case management related to housing stability, outreach to households at risk of eviction or promotion of housing support programs, housing related services for survivors of

domestic abuse or human trafficking, and specialized services for individuals with disabilities or seniors that supports their ability to access or maintain housing.

This also includes legal aid such as legal services or attorney's fees related to eviction proceedings and maintaining housing stability, court-based eviction prevention or eviction diversion programs, and other legal services that help households maintain or obtain housing.

Recipients may transfer funds to, or execute grants or contracts with, court systems, non-profits, and a wide range of other organizations to implement these strategies.

3. Eligible Uses – Revenue Loss

3.1. How is revenue defined for the purpose of this provision? [appendix added 6/23]

The Interim Final Rule adopts a definition of “General Revenue” that is based on, but not identical, to the Census Bureau’s concept of “General Revenue from Own Sources” in the Annual Survey of State and Local Government Finances.

General Revenue includes revenue from taxes, current charges, and miscellaneous general revenue. It excludes refunds and other correcting transactions, proceeds from issuance of debt or the sale of investments, agency or private trust transactions, and revenue generated by utilities and insurance trusts. General revenue also includes intergovernmental transfers between state and local governments, but excludes intergovernmental transfers from the Federal government, including Federal transfers made via a state to a locality pursuant to the CRF or the Fiscal Recovery Funds.

Tribal governments may include all revenue from Tribal enterprises and gaming operations in the definition of General Revenue.

Please see the appendix for a diagram of the Interim Final Rule’s definition of General Revenue within the Census Bureau’s revenue classification structure.

3.2. Will revenue be calculated on an entity-wide basis or on a source-by-source basis (e.g. property tax, income tax, sales tax, etc.)?

Recipients should calculate revenue on an entity-wide basis. This approach minimizes the administrative burden for recipients, provides for greater consistency across recipients, and presents a more accurate representation of the net impact of the COVID-19 public health emergency on a recipient’s revenue, rather than relying on financial reporting prepared by each recipient, which vary in methodology used and which generally aggregates revenue by purpose rather than by source.

3.3. Does the definition of revenue include outside concessions that contract with a state or local government?

Recipients should classify revenue sources as they would if responding to the U.S. Census Bureau’s Annual Survey of State and Local Government Finances. According to the Census Bureau’s [Government Finance and Employment Classification manual](#), the following is an example of current charges that would be included in a state or local government’s general revenue from own sources: “Gross revenue of facilities operated by a government (swimming pools, recreational marinas and piers, golf courses, skating rinks, museums, zoos, etc.); auxiliary facilities in public recreation areas (camping areas, refreshment stands, gift shops, etc.); lease or use fees from stadiums, auditoriums, and community and convention centers; and rentals from concessions at such facilities.”

3.4. What is the time period for estimating revenue loss? Will revenue losses experienced prior to the passage of the Act be considered?

Recipients are permitted to calculate the extent of reduction in revenue as of four points in time: December 31, 2020; December 31, 2021; December 31, 2022; and December 31, 2023. This approach recognizes that some recipients may experience lagged effects of the pandemic on revenues.

Upon receiving Fiscal Recovery Fund payments, recipients may immediately calculate revenue loss for the period ending December 31, 2020.

3.5. What is the formula for calculating the reduction in revenue?

A reduction in a recipient’s General Revenue equals:

$$\text{Max} \{ [\text{Base Year Revenue} * (1 + \text{Growth Adjustment})^{\left(\frac{n_t}{12}\right)}] - \text{Actual General Revenue}_t ; 0 \}$$

Where:

Base Year Revenue is General Revenue collected in the most recent full fiscal year prior to the COVID-19 public health emergency.

Growth Adjustment is equal to the greater of 4.1 percent (or 0.041) and the recipient’s average annual revenue growth over the three full fiscal years prior to the COVID-19 public health emergency.

n equals the number of months elapsed from the end of the base year to the calculation date.

Actual General Revenue is a recipient’s actual general revenue collected during 12-month period ending on each calculation date.

Subscript *t* denotes the calculation date.

3.6. Are recipients expected to demonstrate that reduction in revenue is due to the COVID-19 public health emergency?

In the Interim Final Rule, any diminution in actual revenue calculated using the formula above would be presumed to have been “due to” the COVID-19 public health emergency. This presumption is made for administrative ease and in recognition of the broad-based economic damage that the pandemic has wrought.

3.7. May recipients use pre-pandemic projections as a basis to estimate the reduction in revenue?

No. Treasury is disallowing the use of projections to ensure consistency and comparability across recipients and to streamline verification. However, in estimating the revenue shortfall using the formula above, recipients may incorporate their average annual revenue growth rate in the three full fiscal years prior to the public health emergency.

3.8. Once a recipient has identified a reduction in revenue, are there any restrictions on how recipients use funds up to the amount of the reduction?

The Interim Final Rule gives recipients broad latitude to use funds for the provision of government services to the extent of reduction in revenue. Government services can include, but are not limited to, maintenance of infrastructure or pay-go spending for building new infrastructure, including roads; modernization of cybersecurity, including hardware, software, and protection of critical infrastructure; health services; environmental remediation; school or educational services; and the provision of police, fire, and other public safety services.

However, paying interest or principal on outstanding debt, replenishing rainy day or other reserve funds, or paying settlements or judgments would not be considered provision of a government service, since these uses of funds do not entail direct provision of services to citizens. This restriction on paying interest or principal on any outstanding debt instrument, includes, for example, short-term revenue or tax anticipation notes, or paying fees or issuance costs associated with the issuance of new debt. In addition, the overarching restrictions on all program funds (e.g., restriction on pension deposits, restriction on using funds for non-federal match where barred by regulation or statute) would apply.

3.9. How do I know if a certain type of revenue should be counted for the purpose of computing revenue loss? [5/27]

As discussed in FAQ #3.1, the Interim Final Rule adopts a definition of “General Revenue” that is based on, but not identical, to the Census Bureau’s concept of “General Revenue from Own Sources” in the Annual Survey of State and Local Government Finances.

Recipients should refer to the definition of “General Revenue” included in the Interim Final Rule. See 31 CFR 35.3. If a recipient is unsure whether a particular revenue source is included in the Interim Final Rule’s definition of “General Revenue,” the recipient may consider the classification and instructions used to complete the Census Bureau’s Annual Survey.

For example, parking fees would be classified as a Current Charge for the purpose of the Census Bureau’s Annual Survey, and the Interim Final Rule’s concept of “General Revenue” includes all Current Charges. Therefore, parking fees would be included in the Interim Final Rule’s concept of “General Revenue.”

The Census Bureau’s Government Finance and Employment Classification manual is available [here](#).

3.10. In calculating revenue loss, are recipients required to use audited financials? [6/8]

Where audited data is not available, recipients are not required to obtain audited data. Treasury expects all information submitted to be complete and accurate. See 31 CFR 35.4(c).

3.11. In calculating revenue loss, should recipients use their own data, or Census data? [6/8]

Recipients should use their own data sources to calculate general revenue, and do not need to rely on published revenue data from the Census Bureau. Treasury acknowledges that due to differences in timing, data sources, and definitions, recipients’ self-reported general revenue figures may differ somewhat from those published by the Census Bureau.

3.12. Should recipients calculate revenue loss on a cash basis or an accrual basis? [6/8]

Recipients may provide data on a cash, accrual, or modified accrual basis, provided that recipients are consistent in their choice of methodology throughout the covered period and until reporting is no longer required.

3.13. In identifying intergovernmental revenue for the purpose of calculating General Revenue, should recipients exclude all federal funding, or just federal funding related to the COVID-19 response? How should local governments treat federal funds that are passed through states or other entities, or federal funds that are intermingled with other funds? [6/23]

In calculating General Revenue, recipients should exclude all intergovernmental transfers from the federal government. This includes, but is not limited to, federal transfers made via a state to a locality pursuant to the Coronavirus Relief Fund or Fiscal Recovery Funds. To the extent federal funds are passed through states or other entities or intermingled with other funds, recipients should attempt to identify and exclude the

federal portion of those funds from the calculation of General Revenue on a best-efforts basis.

3.14. What entities constitute a government for the purpose of calculating revenue loss? [7/14]

In determining whether a particular entity is part of a recipient's government for purposes of measuring a recipient's government revenue, recipients should identify all the entities included in their government and the general revenue attributable to these entities on a best-efforts basis. Recipients are encouraged to consider how their administrative structure is organized under state and local statutes. In cases in which the autonomy of certain authorities, commissions, boards, districts, or other entities is not readily distinguishable from the recipient's government, recipients may adopt the Census Bureau's criteria for judging whether an entity is independent from, or a constituent of, a given government. For an entity to be independent, it generally meets all four of the following conditions:

- The entity is an organized entity and possesses corporate powers, such as perpetual succession, the right to sue and be sued, having a name, the ability to make contracts, and the ability to acquire and dispose of property.
- The entity has governmental character, meaning that it provides public services, or wields authority through a popularly elected governing body or officers appointed by public officials. A high degree of responsibility to the public, demonstrated by public reporting requirements or by accessibility of records for public inspection, also evidences governmental character.
- The entity has substantial fiscal independence, meaning it can determine its budget without review and modification by other governments. For instance, the entity can determine its own taxes, charges, and debt issuance without another government's supervision.
- The entity has substantial administrative independence, meaning it has a popularly elected governing body, or has a governing body representing two or more governments, or, in the event its governing body is appointed by another government, the entity performs functions that are essentially different from those of, and are not subject to specification by, its creating government.

If an entity does not meet all four of these conditions, a recipient may classify the entity as part of the recipient's government and assign the portion of General Revenue that corresponds to the entity.

To further assist recipients in applying the forgoing criteria, recipients may refer to the Census Bureau's [*Individual State Descriptions: 2017 Census of Governments*](#) publication, which lists specific entities and classes of entities classified as either independent (defined by Census as "special purpose governments") or constituent (defined by Census as "dependent agencies") on a state-by-state basis. Recipients should note that the Census Bureau's lists are not exhaustive and that Census classifications are based on an analysis of state and local statutes as of 2017 and subject to the Census Bureau's judgement. Though not included in the Census Bureau's publication, state

colleges and universities are generally classified as dependent agencies of state governments by the Census Bureau.

If an entity is determined to be part of the recipient's government, the recipient must also determine whether the entity's revenue is covered by the Interim Final Rule's definition of "general revenue." For example, some cash flows may be outside the definition of "general revenue." In addition, note that the definition of general revenue includes Tribal enterprises in the case of Tribal governments. Refer to FAQ 3.1 (and the Appendix) for the components included in General Revenue.

3.15. The Interim Final Rule's definition of General Revenue excludes revenue generated by utilities. Can you please clarify the definition of utility revenue? [7/14]

As noted in FAQs 3.1 and 3.9, the Interim Final Rule adopts a definition of "general revenue" that is based on, but not identical to, the Census Bureau's concept of "General Revenue from Own Sources" in the Annual Survey of State and Local Government Finances. Recipients should refer to the definition of "general revenue" included in the Interim Final Rule. See 31 CFR 35.3. If a recipient is unsure whether a particular revenue source is included in the Interim Final Rule's definition of "general revenue," the recipient may consider the classification and instructions used to complete the Census Bureau's Annual Survey.

According to the Census Bureau's [Government Finance and Employment Classification manual](#), utility revenue is defined as "[g]ross receipts from sale of utility commodities or services to the public or other governments by publicly-owned and controlled utilities." This includes revenue from operations of publicly-owned and controlled water supply systems, electric power systems, gas supply systems, and public mass transit systems (see pages 4-45 and 4-46 of the manual for more detail).

Except for these four types of utilities, revenues from all commercial-type activities of a recipient's government (e.g., airports, educational institutions, lotteries, public hospitals, public housing, parking facilities, port facilities, sewer or solid waste systems, and toll roads and bridges) are covered by the Interim Final Rule's definition of "general revenue." If a recipient is unsure whether a particular entity performing one of these commercial-type activities can be considered part of the recipient's government, please see FAQ 3.14.

4. Eligible Uses – General

4.1. May recipients use funds to replenish a budget stabilization fund, rainy day fund, or similar reserve account?

No. Funds made available to respond to the public health emergency and its negative economic impacts are intended to help meet pandemic response needs and provide immediate stabilization for households and businesses. Contributions to rainy day funds

and similar reserves funds would not address these needs or respond to the COVID-19 public health emergency, but would rather be savings for future spending needs. Similarly, funds made available for the provision of governmental services (to the extent of reduction in revenue) are intended to support direct provision of services to citizens. Contributions to rainy day funds are not considered provision of government services, since such expenses do not directly relate to the provision of government services.

4.2. May recipients use funds to invest in infrastructure other than water, sewer, and broadband projects (e.g. roads, public facilities)?

Under 602(c)(1)(C) or 603(c)(1)(C), recipients may use funds for maintenance of infrastructure or pay-go spending for building of new infrastructure as part of the general provision of government services, to the extent of the estimated reduction in revenue due to the public health emergency.

Under 602(c)(1)(A) or 603(c)(1)(A), a general infrastructure project typically would not be considered a response to the public health emergency and its negative economic impacts unless the project responds to a specific pandemic-related public health need (e.g., investments in facilities for the delivery of vaccines) or a specific negative economic impact of the pandemic (e.g., affordable housing in a Qualified Census Tract).

4.3. May recipients use funds to pay interest or principal on outstanding debt?

No. Expenses related to financing, including servicing or redeeming notes, would not address the needs of pandemic response or its negative economic impacts. Such expenses would also not be considered provision of government services, as these financing expenses do not directly provide services or aid to citizens.

This applies to paying interest or principal on any outstanding debt instrument, including, for example, short-term revenue or tax anticipation notes, or paying fees or issuance costs associated with the issuance of new debt.

4.4. May recipients use funds to satisfy nonfederal matching requirements under the Stafford Act? May recipients use funds to satisfy nonfederal matching requirements generally?

Fiscal Recovery Funds are subject to pre-existing limitations in other federal statutes and regulations and may not be used as non-federal match for other Federal programs whose statute or regulations bar the use of Federal funds to meet matching requirements. For example, expenses for the state share of Medicaid are not an eligible use. For information on FEMA programs, please [see here](#).

4.5. Are governments required to submit proposed expenditures to Treasury for approval? [5/27]

No. Recipients are not required to submit planned expenditures for prior approval by Treasury. Recipients are subject to the requirements and guidelines for eligible uses contained in the Interim Final Rule.

4.6. How do I know if a specific use is eligible? [5/27]

Fiscal Recovery Funds must be used in one of the four eligible use categories specified in the American Rescue Plan Act and implemented in the Interim Final Rule:

- a) To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- b) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
- c) For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and
- d) To make necessary investments in water, sewer, or broadband infrastructure.

Recipients should consult Section II of the Interim Final Rule for additional information on eligible uses. For recipients evaluating potential uses under (a), the Interim Final Rule contains a non-exclusive list of programs or services that may be funded as responding to COVID-19 or the negative economic impacts of the COVID-19 public health emergency, along with considerations for evaluating other potential uses of Fiscal Recovery Funds not explicitly listed. See Section II of the Interim Final Rule for additional discussion.

For recipients evaluating potential uses under (c), the Interim Final Rule gives recipients broad latitude to use funds for the provision of government services to the extent of reduction in revenue. See FAQ #3.8 for additional discussion.

For recipients evaluating potential uses under (b) and (d), see Sections 5 and 6.

4.7. Do restrictions on using Coronavirus State and Local Fiscal Recovery Funds to cover costs incurred beginning on March 3, 2021 apply to costs incurred by the recipient (e.g., a State, local, territorial, or Tribal government) or to costs incurred by households, businesses, and individuals benefiting from assistance provided using Coronavirus State and Local Fiscal Recovery Funds? [6/8]

The Interim Final Rule permits funds to be used to cover costs incurred beginning on March 3, 2021. This limitation applies to costs incurred by the recipient (i.e., the state, local, territorial, or Tribal government receiving funds). However, recipients may use Coronavirus State and Local Fiscal Recovery Funds to provide assistance to households, businesses, and individuals within the eligible use categories described in the Interim

Final Rule for economic harms experienced by those households, businesses, and individuals prior to March 3, 2021. For example,

- Public Health/Negative Economic Impacts – Recipients may use Coronavirus State and Local Fiscal Recovery Funds to provide assistance to households – such as rent, mortgage, or utility assistance – for economic harms experienced or costs incurred by the household prior to March 3, 2021 (e.g., rental arrears from preceding months), provided that the cost of providing assistance to the household was not incurred by the recipient prior to March 3, 2021.
- Premium Pay – Recipients may provide premium pay retrospectively for work performed at any time since the start of the COVID-19 public health emergency. Such premium pay must be “in addition to” wages and remuneration already received and the obligation to provide such pay must not have been incurred by the recipient prior to March 3, 2021.
- Revenue Loss – The Interim Final Rule gives recipients broad latitude to use funds for the provision of government services to the extent of reduction in revenue. The calculation of lost revenue begins with the recipient’s revenue in the last full fiscal year prior to the COVID-19 public health emergency and includes the 12-month period ending December 31, 2020. However, use of funds for government services must be forward looking for costs incurred by the recipient after March 3, 2021.
- Investments in Water, Sewer, and Broadband – Recipients may use Coronavirus State and Local Fiscal Recovery Funds to make necessary investments in water, sewer, and broadband. See FAQ Section 6. Recipients may use Coronavirus State and Local Fiscal Recovery Funds to cover costs incurred for eligible projects planned or started prior to March 3, 2021, provided that the project costs covered by the Coronavirus State and Local Fiscal Recovery Funds were incurred after March 3, 2021.

4.8. How can I use CSFRF/CLFRF funds to prevent and respond to crime, and support public safety in my community? [6/23]

Under Treasury’s Interim Final Rule, there are many ways in which the State and Local Fiscal Recovery Funds (“Funds”) under the American Rescue Plan Act can support communities working to reduce and respond to increased violence due to the pandemic. Among the eligible uses of the Funds are restoring of public sector staff to their pre-pandemic levels and responses to the public health crisis and negative economic impacts resulting from the pandemic. The Interim Final Rule provides several ways for recipients to “respond to” this pandemic-related gun violence, ranging from community violence intervention programs to mental health services to hiring of public safety personnel.

Below are some examples of how Fiscal Recovery Funds can be used to address public safety:

- In all communities, recipients may use resources to rehire police officers and other public servants to restore law enforcement and courts to their pre-pandemic levels.

Additionally, Funds can be used for expenses to address COVID-related court backlogs, including hiring above pre-pandemic levels, as a response to the public health emergency. See FAQ 2.19.

- In communities where an increase in violence or increased difficulty in accessing or providing services to respond to or mitigate the effects of violence, is a result of the pandemic they may use funds to address that harm. This spending may include:
 - Hiring law enforcement officials – even above pre-pandemic levels – or paying overtime where the funds are directly focused on advancing community policing strategies in those communities experiencing an increase in gun violence associated with the pandemic
 - Community Violence Intervention (CVI) programs, including capacity building efforts at CVI programs like funding and training additional intervention workers
 - Additional enforcement efforts to reduce gun violence exacerbated by the pandemic, including prosecuting gun traffickers, dealers, and other parties contributing to the supply of crime guns, as well as collaborative federal, state, and local efforts to identify and address gun trafficking channels
 - Investing in technology and equipment to allow law enforcement to more efficiently and effectively respond to the rise in gun violence resulting from the pandemic

As discussed in the Interim Final Rule, uses of CSFRF/CLFRF funds that respond to an identified harm must be related and reasonably proportional to the extent and type of harm experienced; uses that bear no relation or are grossly disproportionate to the type or extent of harm experienced would not be eligible uses.

- Recipients may also use funds up to the level of revenue loss for government services, including those outlined above.

Recognizing that the pandemic exacerbated mental health and substance use disorder needs in many communities, eligible public health services include mental health and other behavioral health services, which are a critical component of a holistic public safety approach. This could include:

- Mental health services and substance use disorder services, including for individuals experiencing trauma exacerbated by the pandemic, such as:
 - Community-based mental health and substance use disorder programs that deliver evidence-based psychotherapy, crisis support services, medications for opioid use disorder, and/or recovery support
 - School-based social-emotional support and other mental health services
- Referrals to trauma recovery services for crime victims.

Recipients also may use Funds to respond to the negative economic impacts of the public health emergency, including:

- Assistance programs to households or populations facing negative economic impacts of the public health emergency, including:

- Assistance to support economic security, including for the victims of crime;
 - Housing assistance, including rent, utilities, and relocation assistance;
 - Assistance with food, including Summer EBT and nutrition programs; and
 - Employment or job training services to address negative economic or public health impacts experienced due to a worker's occupation or level of training.
- Assistance to unemployed workers, including:
 - Subsidized jobs, including for young people. Summer youth employment programs directly address the negative economic impacts of the pandemic on young people and their families and communities;
 - Programs that provide paid training and/or work experience targeted primarily to (1) formerly incarcerated individuals, and/or (2) communities experiencing high levels of violence exacerbated by the pandemic;
 - Programs that provide workforce readiness training, apprenticeship or pre-apprenticeship opportunities, skills development, placement services, and/or coaching and mentoring; and
 - Associated wraparound services, including for housing, health care, and food.

Recognizing the disproportionate impact of the pandemic on certain communities, a broader range of services are eligible in those communities than would otherwise be available in communities not experiencing a pandemic-related increase in crime or gun violence. These eligible uses aim to address the pandemic's exacerbation of public health and economic disparities and include services to address health and educational disparities, support neighborhoods and affordable housing, and promote healthy childhood environments. The Interim Final Rule provides a non-exhaustive list of eligible services in these categories.

These services automatically qualify as eligible uses when provided in Qualified Census Tracts (QCTs), low-income areas designated by HUD; to families in QCTs; or by Tribal governments. Outside of these areas, recipient governments can also identify and serve households, populations, and geographic areas disproportionately impacted by the pandemic.

Services under this category could include:

- Programs or services that address or mitigate the impacts of the COVID-19 public health emergency on education, childhood health and welfare, including:
 - Summer education and enrichment programs in these communities, which include many communities currently struggling with high levels of violence;
 - Programs that address learning loss and keep students productively engaged;
 - Enhanced services for foster youths and home visiting programs; and
 - Summer camps and recreation.
- Programs or services that provide or facilitate access to health and social services and address health disparities exacerbated by the pandemic. This includes Community Violence Intervention (CVI) programs, such as:
 - Evidence-based practices like focused deterrence, street outreach, violence interrupters, and hospital-based violence intervention models, complete with

- wraparound services such as behavioral therapy, trauma recovery, job training, education, housing and relocation services, and financial assistance; and,
- Capacity-building efforts at CVI programs like funding more intervention workers; increasing their pay; providing training and professional development for intervention workers; and hiring and training workers to administer the programs.

Please refer to Treasury's Interim Final Rule for additional information.

4.9. May recipients pool funds for regional projects? [7/14]

Yes, provided that the project is itself an eligible use of funds and that recipients can track the use of funds in line with the reporting and compliance requirements of the CSFRF/CLFRF. In general, when pooling funds for regional projects, recipients may expend funds directly on the project or transfer funds to another government that is undertaking the project on behalf of multiple recipients. To the extent recipients undertake regional projects via transfer to another government, recipients would need to comply with the rules on transfers specified in the Interim Final Rule, Section V. A recipient may transfer funds to a government outside its boundaries (e.g., county transfers to a neighboring county), provided that the recipient can document that its jurisdiction receives a benefit proportionate to the amount contributed.

4.10. May recipients fund a project with both ARP funds and other sources of funding (e.g., blending, braiding, or other pairing funding sources), including in conjunction with financing provided through a debt issuance? [7/14]

Cost sharing or matching funds are not required under CSFRF/CLFRF. Funds may be used in conjunction with other funding sources, provided that the costs are eligible costs under each source program and are compliant with all other related statutory and regulatory requirements and policies. The recipient must comply with applicable reporting requirements for all sources of funds supporting the CSFRF/CLFRF projects, and with any requirements and restrictions on the use of funds from the supplemental funding sources and the CSFRF/CLFRF program. Specifically,

- All funds provided under the CSFRF/CLFRF program must be used for projects, investments, or services that are eligible under the CSFRF/CLFRF statute, Treasury's Interim Final Rule, and guidance. See 31 CFR 35.6-8; FAQ 4.6. CSFRF/CLFRF funds may not be used to fund an activity that is not, in its entirety, an eligible use under the CSFRF/CLFRF statute, Treasury's Interim Final Rule, and guidance. For example,
 - CSFRF/CLFRF funds may be used in conjunction with other sources of funds to make an investment in water infrastructure, which is eligible under the CSLFRF statute, and Treasury's Interim Final Rule.
 - CSFRF/CLFRF funds could not be used to fund the entirety of a water infrastructure project that was partially, although not entirely, an eligible use under Treasury's Interim Final Rule. However, the recipient could use CSFRF/CLFRF funds only for a smaller component project that does

constitute an eligible use, while using other funds for the remaining portions of the larger planned water infrastructure project that do not constitute an eligible use. In this case, the “project” under this program would be only the eligible use component of the larger project.

- In addition, because CSFRF/CLFRF funds must be obligated by December 31, 2024, and expended by December 31, 2026, recipients must be able to, at a minimum, determine and report to Treasury on the amount of CSFRF/CLFRF funds obligated and expended and when such funds were obligated and expended.

**4.11. May Coronavirus State and Local Fiscal Recovery Funds be used to make loans or other extensions of credit (“loans”), including loans to small businesses and loans to finance necessary investments in water, sewer, and broadband infrastructure?
[7/14]**

Yes. Coronavirus State and Local Fiscal Recovery Funds (“Funds”) may be used to make loans, provided that the loan is an eligible use and the cost of the loan is tracked and reported in accordance with the points below. See 31 CFR 35.6. For example, a recipient may use Coronavirus State and Local Fiscal Recovery Funds to make loans to small businesses. See 31 CFR 35.6(b)(6). In addition, a recipient may use Funds to finance a necessary investment in water, sewer or broadband, as described in the Interim Final Rule. See 31 CFR 35.6(e).

Funds must be used to cover “costs incurred” by the recipient between March 3, 2021, and December 31, 2024, and Funds must be expended by December 31, 2026. See Section III.D of the Interim Final Rule; 31 CFR 35.5. Accordingly, recipients must be able to determine the amount of Funds used to make a loan.

- For loans that mature or are forgiven on or before December 31, 2026, the recipient must account for the use of funds on a cash flow basis, consistent with the approach to loans taken in the Coronavirus Relief Fund.
 - Recipients may use Fiscal Recovery Funds to fund the principal of the loan and in that case must track repayment of principal and interest (i.e., “program income,” as defined under 2 CFR 200).
 - When the loan is made, recipients must report the principal of the loan as an expense.
 - Repayment of principal may be re-used only for eligible uses, and subject to restrictions on timing of use of funds. Interest payments received prior to the end of the period of performance will be considered an addition to the total award and may be used for any purpose that is an eligible use of funds under the statute and IFR. Recipients are not subject to restrictions under 2 CFR 200.307(e)(1) with respect to such payments.
- For loans with maturities longer than December 31, 2026, the recipient may use Fiscal Recovery Funds for only the projected cost of the loan. Recipients may estimate the subsidy cost of the loan, which equals the expected cash flows associated

with the loan discounted at the recipient’s cost of funding. A recipient’s cost of funding can be determined based on the interest rates of securities with a similar maturity to the cash flow being discounted that were either (i) recently issued by the recipient or (ii) recently issued by a unit of state, local, or Tribal government similar to the recipient. Recipients that have adopted the Current Expected Credit Loss (CECL) standard may also treat the cost of the loan as equal to the CECL-based expected credit losses over the life of the loan. Recipients may measure projected losses either once, at the time the loan is extended, or annually over the covered period.

Under either approach for measuring the amount of funds used to make loans with maturities longer than December 31, 2026, recipients would not be subject to restrictions under 2 CFR 200.307(e)(1) and need not separately track repayment of principal or interest.

Any contribution of Fiscal Recovery Funds to a revolving loan fund must follow the approach described above for loans with maturities longer than December 31, 2026. In other words, a recipient could contribute Fiscal Recovery Funds to a revolving loan fund, provided that the revolving loan fund makes loans that are eligible uses and the Fiscal Recovery Funds contributed represent the projected cost of loans made over the life of the revolving loan fund.

4.12. May funds be used for outreach to increase uptake of federal assistance like the Child Tax Credit or federal programs like SNAP? [7/14]

Yes. Eligible uses to address negative economic impacts include work “to improve efficacy of programs addressing negative economic impacts, including through use of data analysis, targeted consumer outreach, improvements to data or technology infrastructure, and impact evaluations.” See 31 CFR 35.6(b)(10). Of note, per the CSFRF/CLFRF [Reporting Guidance](#), allowable use of funds for evaluations may also include other types of program evaluations focused on program improvement and evidence building. In addition, recipients may use funds to facilitate access to health and social services in populations and communities disproportionately impacted by the COVID-19 pandemic, including benefits navigators or marketing efforts to increase consumer uptake of federal tax credits, benefits, or assistance programs that respond to negative economic impacts of the pandemic. See 31 CFR 35.6(b)(12).

5. Eligible Uses – Premium Pay

5.1. What criteria should recipients use in identifying essential workers to receive premium pay?

Essential workers are those in critical infrastructure sectors who regularly perform in-person work, interact with others at work, or physically handle items handled by others.

Critical infrastructure sectors include healthcare, education and childcare, transportation, sanitation, grocery and food production, and public health and safety, among others, as provided in the Interim Final Rule. Governments receiving Fiscal Recovery Funds have the discretion to add additional sectors to this list, so long as the sectors are considered critical to protect the health and well-being of residents.

The Interim Final Rule emphasizes the need for recipients to prioritize premium pay for lower income workers. Premium pay that would increase a worker's total pay above 150% of the greater of the state or county average annual wage requires specific justification for how it responds to the needs of these workers.

5.2. What criteria should recipients use in identifying third-party employers to receive grants for the purpose of providing premium pay to essential workers?

Any third-party employers of essential workers are eligible. Third-party contractors who employ essential workers in eligible sectors are also eligible for grants to provide premium pay. Selection of third-party employers and contractors who receive grants is at the discretion of recipients.

To ensure any grants respond to the needs of essential workers and are made in a fair and transparent manner, the rule imposes some additional reporting requirements for grants to third-party employers, including the public disclosure of grants provided.

5.3. May recipients provide premium pay retroactively for work already performed?

Yes. Treasury encourages recipients to consider providing premium pay retroactively for work performed during the pandemic, recognizing that many essential workers have not yet received additional compensation for their service during the pandemic.

6. Eligible Uses – Water, Sewer, and Broadband Infrastructure

6.1. What types of water and sewer projects are eligible uses of funds?

The Interim Final Rule generally aligns eligible uses of the Funds with the wide range of types or categories of projects that would be eligible to receive financial assistance through the Environmental Protection Agency's Clean Water State Revolving Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF).

Under the DWSRF, categories of [eligible projects](#) include: treatment, transmission and distribution (including lead service line replacement), source rehabilitation and decontamination, storage, consolidation, and new systems development.

Under the CWSRF, categories of [eligible projects](#) include: construction of publicly-owned treatment works, nonpoint source pollution management, national estuary program projects, decentralized wastewater treatment systems, stormwater systems, water

conservation, efficiency, and reuse measures, watershed pilot projects, energy efficiency measures for publicly-owned treatment works, water reuse projects, security measures at publicly-owned treatment works, and technical assistance to ensure compliance with the Clean Water Act.

As mentioned in the Interim Final Rule, eligible projects under the DWSRF and CWSRF support efforts to address climate change, as well as to meet cybersecurity needs to protect water and sewer infrastructure. Given the lifelong impacts of lead exposure for children, and the widespread nature of lead service lines, Treasury also encourages recipients to consider projects to replace lead service lines.

6.2. May construction on eligible water, sewer, or broadband infrastructure projects continue past December 31, 2024, assuming funds have been obligated prior to that date?

Yes. Treasury is interpreting the requirement that costs be incurred by December 31, 2024 to only require that recipients have obligated the funds by such date. The period of performance will run until December 31, 2026, which will provide recipients a reasonable amount of time to complete projects funded with Fiscal Recovery Funds.

6.3. May recipients use funds as a non-federal match for the Clean Water State Revolving Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF)?

Recipients may not use funds as a state match for the CWSRF and DWSRF due to prohibitions in utilizing federal funds as a state match in the authorizing statutes and regulations of the CWSRF and DWSRF.

6.4. Does the National Environmental Policy Act (NEPA) apply to eligible infrastructure projects?

NEPA does not apply to Treasury's administration of the Funds. Projects supported with payments from the Funds may still be subject to NEPA review if they are also funded by other federal financial assistance programs.

6.5. What types of broadband projects are eligible?

The Interim Final Rule requires eligible projects to reliably deliver minimum speeds of 100 Mbps download and 100 Mbps upload. In cases where it is impracticable due to geography, topography, or financial cost to meet those standards, projects must reliably deliver at least 100 Mbps download speed, at least 20 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.

Projects must also be designed to serve unserved or underserved households and businesses, defined as those that are not currently served by a wireline connection that reliably delivers at least 25 Mbps download speed and 3 Mbps of upload speed.

6.6. For broadband investments, may recipients use funds for related programs such as cybersecurity or digital literacy training?

Yes. Recipients may use funds to provide assistance to households facing negative economic impacts due to Covid-19, including digital literacy training and other programs that promote access to the Internet. Recipients may also use funds for modernization of cybersecurity, including hardware, software, and protection of critical infrastructure, as part of provision of government services up to the amount of revenue lost due to the public health emergency.

6.7. How do I know if a water, sewer, or broadband project is an eligible use of funds? Do I need pre-approval? [6/8]

Recipients do not need approval from Treasury to determine whether an investment in a water, sewer, or broadband project is eligible under CSFRF/CLFRF. Each recipient should review the Interim Final Rule (IFR), along with the preamble to the Interim Final Rule, in order to make its own assessment of whether its intended project meets the eligibility criteria in the IFR. A recipient that makes its own determination that a project meets the eligibility criteria as outlined in the IFR may pursue the project as a CSFRF/CLFRF project without pre-approval from Treasury. Local government recipients similarly do not need state approval to determine that a project is eligible under CSFRF/CLFRF. However, recipients should be cognizant of other federal or state laws or regulations that may apply to construction projects independent of CSFRF/CLFRF funding conditions and that may require pre-approval.

For water and sewer projects, the IFR refers to the EPA [Drinking Water](#) and [Clean Water](#) State Revolving Funds (SRFs) for the categories of projects and activities that are eligible for funding. Recipients should look at the relevant federal statutes, regulations, and guidance issued by the EPA to determine whether a water or sewer project is eligible. Of note, the IFR does not incorporate any other requirements contained in the federal statutes governing the SRFs or any conditions or requirements that individual states may place on their use of SRFs.

6.8. For broadband infrastructure investments, what does the requirement that infrastructure “be designed to” provide service to unserved or underserved households and businesses mean? [6/17]

Designing infrastructure investments to provide service to unserved or underserved households or businesses means prioritizing deployment of infrastructure that will bring service to households or businesses that are not currently serviced by a wireline connection that reliably delivers at least 25 Mbps download speed and 3 Mbps of upload speed. To meet this requirement, states and localities should use funds to deploy broadband infrastructure projects whose objective is to provide service to unserved or underserved households or businesses. These unserved or underserved households or businesses do not need to be the only ones in the service area funded by the project.

6.9. For broadband infrastructure to provide service to “unserved or underserved households or businesses,” must every house or business in the service area be unserved or underserved? [6/17]

No. It suffices that an objective of the project is to provide service to unserved or underserved households or businesses. Doing so may involve a holistic approach that provides service to a wider area in order, for example, to make the ongoing service of unserved or underserved households or businesses within the service area economical. Unserved or underserved households or businesses need not be the *only* households or businesses in the service area receiving funds.

6.10. May recipients use payments from the Funds for “middle mile” broadband projects? [6/17]

Yes. Under the Interim Final Rule, recipients may use payments from the Funds for “middle-mile projects,” but Treasury encourages recipients to focus on projects that will achieve last-mile connections—whether by focusing on funding last-mile projects or by ensuring that funded middle-mile projects have potential or partnered last-mile networks that could or would leverage the middle-mile network.

6.11. For broadband infrastructure investments, what does the requirement to “reliably” meet or exceed a broadband speed threshold mean? [6/17]

In the Interim Final Rule, the term “reliably” is used in two places: to identify areas that are eligible to be the subject of broadband infrastructure investments and to identify expectations for acceptable service levels for broadband investments funded by the Coronavirus State and Local Fiscal Recovery Funds. In particular:

- The IFR defines “unserved or underserved households or businesses” to mean one or more households or businesses that are not currently served by a wireline connection that reliably delivers at least 25 Mbps download speeds and 3 Mbps of upload speeds.
- The IFR provides that a recipient may use Coronavirus State and Local Fiscal Recovery Funds to make investments in broadband infrastructure that are designed to provide service to unserved or underserved households or businesses and that are designed to, upon completion: (i) reliably meet or exceed symmetrical 100 Mbps download speed and upload speeds; or (ii) in limited cases, reliably meet or exceed 100 Mbps download speed and between 20 Mbps and 100 Mbps upload speed and be scalable to a minimum of 100 Mbps download and upload speeds.

The use of “reliably” in the IFR provides recipients with significant discretion to assess whether the households and businesses in the area to be served by a project have access to wireline broadband service that can actually and consistently meet the specified thresholds of at least 25Mbps/3Mbps—i.e., to consider the actual experience of current

wireline broadband customers that subscribe to services at or above the 25 Mbps/3 Mbps threshold. Whether there is a provider serving the area that advertises or otherwise claims to offer speeds that meet the 25 Mbps download and 3 Mbps upload speed thresholds is not dispositive.

When making these assessments, recipients may choose to consider any available data, including but not limited to documentation of existing service performance, federal and/or state-collected broadband data, user speed test results, interviews with residents and business owners, and any other information they deem relevant. In evaluating such data, recipients may take into account a variety of factors, including whether users actually receive service at or above the speed thresholds at all hours of the day, whether factors other than speed such as latency or jitter, or deterioration of the existing connections make the user experience unreliable, and whether the existing service is being delivered by legacy technologies, such as copper telephone lines (typically using Digital Subscriber Line technology) or early versions of cable system technology (DOCSIS 2.0 or earlier).

The IFR also provides recipients with significant discretion as to how they will assess whether the project itself has been designed to provide households and businesses with broadband services that meet, or even exceed, the speed thresholds provided in the rule.

6.12. May recipients use Funds for pre-project development for eligible water, sewer, and broadband projects? [6/23]

Yes. To determine whether Funds can be used on pre-project development for an eligible water or sewer project, recipients should consult whether the pre-project development use or cost is eligible under the Drinking Water and Clean Water State Revolving Funds (CWSRF and DWSRF, respectively). Generally, the CWSRF and DWSRF often allow for pre-project development costs that are tied to an eligible project, as well as those that are reasonably expected to lead to a project. For example, the DWSRF [allows](#) for planning and evaluations uses, as well as numerous pre-project development costs, including costs associated with obtaining project authorization, planning and design, and project start-up like training and warranty for equipment. Likewise, the CWSRF [allows](#) for broad pre-project development, including planning and assessment activities, such as cost and effectiveness analyses, water/energy audits and conservation plans, and capital improvement plans.

Similarly, pre-project development uses and costs for broadband projects should be tied to an eligible broadband project or reasonably expected to lead to such a project. For example, pre-project costs associated with planning and engineering for an eligible broadband infrastructure build-out is considered an eligible use of funds, as well as technical assistance and evaluations that would reasonably be expected to lead to commencement of an eligible project (e.g., broadband mapping for the purposes of finding an eligible area for investment).

All funds must be obligated within the statutory period between March 3, 2021 and December 31, 2024, and expended to cover such obligations by December 31, 2026.

6.13. May State and Local Fiscal Recovery Funds be used to support energy or electrification infrastructure that would be used to power new water treatment plants and wastewater systems? [7/14]

The EPA’s [Overview of Clean Water State Revolving Fund Eligibilities](#) describes eligible energy-related projects. This includes a “[p]ro rata share of capital costs of offsite clean energy facilities that provide power to a treatment works.” Thus, State and Local Fiscal Recovery Funds may be used to finance the generation and delivery of clean power to a wastewater system or a water treatment plant on a pro-rata basis. If the wastewater system or water treatment plant is the sole user of the clean energy, the full cost would be considered an eligible use of funds. If the clean energy provider provides power to other entities, only the proportionate share used by the water treatment plant or wastewater system would be an eligible use of State and Local Fiscal Recovery Funds.

6.14. How should states and local governments assess whether a stormwater management project, such as a culvert replacement, is an eligible project for State and Local Fiscal Recovery Funds? [7/14]

FAQ 6.7 describes the overall approach that recipients may take to evaluate the eligibility of water or sewer projects. For stormwater management projects specifically, as noted in the EPA’s [Overview of Clean Water State Revolving Fund Eligibilities](#), “Stormwater projects must have a water quality benefit.” Thus, to be eligible under CSFRF/CLFRF, stormwater management projects should be designed to incorporate water quality benefits consistent with the goals of the Clean Water Act. [Summary of the Clean Water Act.](#)

6.15. May recipients use Funds for road repairs and upgrades that occur in connection with an eligible water or sewer project? [7/14]

Yes, recipients may use State and Local Fiscal Recovery Funds for road repairs and upgrades directly related to an eligible water or sewer project. For example, a recipient could use Funds to repair or re-pave a road following eligible sewer repair work beneath it. However, use of Funds for general infrastructure projects is subject to the limitations described in FAQ 4.2. Water and sewer infrastructure projects are often a single component of a broader transportation infrastructure project, for example, the implementation of stormwater infrastructure to meet Clean Water Act established water quality standards. In this example, the components of the infrastructure project that interact directly with the stormwater infrastructure project may be funded by Fiscal Recovery Funds.

6.16. May Funds be used to build or upgrade broadband connections to schools or libraries? [7/14]

As outlined in the IFR, recipients may use Fiscal Recovery Funds to invest in broadband infrastructure that, wherever it is practicable to do so, is designed to deliver service that reliably meets or exceeds symmetrical upload and download speeds of 100 Mbps to households or businesses that are not currently serviced by a wireline connection that reliably delivers at least 25 Mbps download speed and 3 Mbps of upload speed. Treasury interprets “businesses” in this context broadly to include non-residential users of broadband, including private businesses and institutions that serve the public, such as schools, libraries, healthcare facilities, and public safety organizations.

6.17. Are eligible infrastructure projects subject to the Davis-Bacon Act? [7/14]

The Davis-Bacon Act requirements (prevailing wage rates) do not apply to projects funded solely with award funds from the CSFRF/CLFRF program, except for CSFRF/CLFRF-funded construction projects undertaken by the District of Columbia. The Davis-Bacon Act specifically applies to the District of Columbia when it uses federal funds (CSFRF/CLFRF funds or otherwise) to enter into contracts over \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Recipients may be otherwise subject to the requirements of the Davis-Bacon Act, when CSFRF/CLFRF award funds are used on a construction project in conjunction with funds from another federal program that requires enforcement of the Davis-Bacon Act. Additionally, corollary state prevailing-wage-in-construction laws (commonly known as “baby Davis-Bacon Acts”) may apply to projects. Please refer to FAQ 4.10 concerning projects funded with both CSFRF/CLFRF funds and other sources of funding.

Treasury has indicated in its Interim Final Rule that it is important that necessary investments in water, sewer, or broadband infrastructure be carried out in ways that produce high-quality infrastructure, avert disruptive and costly delays, and promote efficiency. Treasury encourages recipients to ensure that water, sewer, and broadband projects use strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions, not only to promote effective and efficient delivery of high-quality infrastructure projects, but also to support the economic recovery through strong employment opportunities for workers. Using these practices in construction projects may help to ensure a reliable supply of skilled labor that would minimize disruptions, such as those associated with labor disputes or workplace injuries.

Treasury has also indicated in its reporting guidance that recipients will need to provide documentation of wages and labor standards for infrastructure projects over \$10 million, and that these requirements can be met with certifications that the project is in compliance with the Davis-Bacon Act (or related state laws, commonly known as “baby Davis-Bacon Acts”) and subject to a project labor agreement. Please refer to the Reporting and Compliance Guidance, page 21, for more detailed information on the reporting requirement.

7. Non-Entitlement Units (NEUs)

Answers to frequently asked questions on distribution of funds to NEUs can be found in this [FAQ supplement](#), which is regularly updated.

8. Ineligible Uses

8.1. What is meant by a pension “deposit”? Can governments use funds for routine pension contributions for employees whose payroll and covered benefits are eligible expenses?

Treasury interprets “deposit” in this context to refer to an extraordinary payment into a pension fund for the purpose of reducing an accrued, unfunded liability. More specifically, the interim final rule does not permit this assistance to be used to make a payment into a pension fund if both: (1) the payment reduces a liability incurred prior to the start of the COVID-19 public health emergency, and (2) the payment occurs outside the recipient’s regular timing for making such payments.

Under this interpretation, a “deposit” is distinct from a “payroll contribution,” which occurs when employers make payments into pension funds on regular intervals, with contribution amounts based on a pre-determined percentage of employees’ wages and salaries. In general, if an employee’s wages and salaries are an eligible use of Fiscal Recovery Funds, recipients may treat the employee’s covered benefits as an eligible use of Fiscal Recovery Funds.

8.2. May recipients use Fiscal Recovery Funds to fund Other Post-Employment Benefits (OPEB)? [6/8]

OPEB refers to benefits other than pensions (see, e.g., [Governmental Accounting Standards Board, “Other Post-Employment Benefits”](#)). Treasury has determined that Sections 602(c)(2)(B) and 603(c)(2), which refer only to pensions, do not prohibit CSFRF/CLFRF recipients from funding OPEB. Recipients of either the CSFRF/CLFRF may use funds for eligible uses, and a recipient seeking to use CSFRF/CLFRF funds for OPEB contributions would need to justify those contributions under one of the four eligible use categories.

9. Reporting

On June 17, 2021, Treasury released [Guidance on Recipient Compliance and Reporting Responsibilities for the Coronavirus State and Local Fiscal Recovery Funds](#). Recipients should consult this guidance for additional detail and clarification on recipients’ compliance and reporting responsibilities. A users’ guide will be provided with additional information on how and where to submit required reports.

9.1. What records must be kept by governments receiving funds?

Financial records and supporting documents related to the award must be retained for a period of five years after all funds have been expended or returned to Treasury, whichever is later. This includes those which demonstrate the award funds were used for eligible purposes in accordance with the ARPA, Treasury's regulations implementing those sections, and Treasury's guidance on eligible uses of funds.

9.2. What reporting will be required, and when will the first report be due?

Recipients will be required to submit an interim report, quarterly project and expenditure reports, and annual Recovery Plan Performance Reports as specified below, regarding their utilization of Coronavirus State and Local Fiscal Recovery Funds.

Interim reports: States (defined to include the District of Columbia), territories, metropolitan cities, counties, and Tribal governments will be required to submit one interim report. The interim report will include a recipient's expenditures by category at the summary level and for states, information related to distributions to non-entitlement units of local government must also be included in the interim report. The interim report will cover activity from the date of award to July 31, 2021 and must be submitted to Treasury by August 31, 2021. Non-entitlement units of local government are not required to submit an interim report.

Quarterly Project and Expenditure reports: State (defined to include the District of Columbia), territorial, metropolitan city, county, and Tribal governments will be required to submit quarterly project and expenditure reports. This report will include financial data, information on contracts and subawards over \$50,000, types of projects funded, and other information regarding a recipient's utilization of award funds. Reports will be required quarterly with the exception of non-entitlement units, which will report annually. An interim report is due on August 31, 2021. The reports will include the same general data as those submitted by recipients of the Coronavirus Relief Fund, with some modifications to expenditure categories and the addition of data elements related to specific eligible uses. The initial quarterly Project and Expenditure report will cover two calendar quarters from the date of award to September 30, 2021 and must be submitted to Treasury by October 31, 2021. The subsequent quarterly reports will cover one calendar quarter and must be submitted to Treasury within 30 days after the end of each calendar quarter.

Non-entitlement units of local government will be required to submit the project and expenditure report annually. The initial annual Project and Expenditure report for non-entitlement units of local government will cover activity from the date of award to September 30, 2021 and must be submitted to Treasury by October 31, 2021. The subsequent annual reports must be submitted to Treasury by October 31 each year.

Recovery Plan Performance Reports: States (defined to include the District of Columbia), territories, metropolitan cities, and counties with a population that exceeds 250,000

residents will also be required to submit an annual Recovery Plan Performance Report to Treasury. This report will include descriptions of the projects funded and information on the performance indicators and objectives of each award, helping local residents understand how their governments are using the substantial resources provided by Coronavirus State and Local Fiscal Recovery Funds program. The initial Recovery Plan Performance Report will cover activity from date of award to July 31, 2021 and must be submitted to Treasury by August 31, 2021. Thereafter, the Recovery Plan Performance Reports will cover a 12-month period and recipients will be required to submit the report to Treasury within 30 days after the end of the 12-month period. The second Recovery Plan Performance Report will cover the period from July 1, 2021 to June 30, 2022 and must be submitted to Treasury by July 31, 2022. Each annual Recovery Plan Performance Report must be posted on the public-facing website of the recipient. Local governments with fewer than 250,000 residents, Tribal governments, and non-entitlement units of local government are not required to develop a Recovery Plan Performance Report.

Please see the [Guidance on Recipient Compliance and Reporting Responsibilities](#) for more information.

9.3. What provisions of the Uniform Guidance for grants apply to these funds? Will the Single Audit requirements apply?

Most of the provisions of the Uniform Guidance (2 CFR Part 200) apply to this program, including the Cost Principles and Single Audit Act requirements. Recipients should refer to the Assistance Listing for detail on the specific provisions of the Uniform Guidance that do not apply to this program. The Assistance Listing will be available on beta.SAM.gov.

9.4. Once a recipient has identified a reduction in revenue, how will Treasury track use of funds for the provision of government services? [6/8]

The ARPA establishes four categories of eligible uses and further restrictions on the use of funds to ensure that Fiscal Recovery Funds are used within the four eligible use categories. The Interim Final Rule implements these restrictions, including the scope of the eligible use categories and further restrictions on tax cuts and deposits into pensions. Reporting requirements will align with this structure.

Consistent with the broad latitude provided to recipients to use funds for government services to the extent of the reduction in revenue, recipients will be required to submit a description of services provided. As discussed in IFR, these services can include a broad range of services but may not be used directly for pension deposits, contributions to reserve funds, or debt service. Recipients may use sources of funding other than Fiscal Recovery Funds to make deposits to pension funds, contribute to reserve funds, and pay debt service, including during the period of performance for the Fiscal Recovery Fund award.

For recipients using Fiscal Recovery Funds to provide government services to the extent of reduction in revenue, the description of government services reported to Treasury may be narrative or in another form, and recipients are encouraged to report based on their existing budget processes and to minimize administrative burden. For example, a recipient with \$100 in revenue replacement funds available could indicate that \$50 were used for personnel costs and \$50 were used for pay-go building of sidewalk infrastructure.

In addition to describing the government services provided to the extent of reduction in revenue, all recipients will also be required to indicate that Fiscal Recovery Funds are not used directly to make a deposit in a pension fund. Further, recipients subject to the tax offset provision will be required to provide information necessary to implement the Interim Final Rule, as described in the Interim Final Rule. Treasury does not anticipate requiring other types of reporting or recordkeeping on spending in pensions, debt service, or contributions to reserve funds.

These requirements are further detailed in the guidance on reporting requirements for the Fiscal Recovery Funds available [here](#).

9.5. What is the Assistance Listing and Catalog of Federal Domestic Assistance (CFDA) number for the program? [6/8]

The [Assistance Listing](#) for the Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) was published May 28, 2021 on SAM.gov. This includes the final CFDA Number for the program, 21.027.

The assistance listing includes helpful information including program purpose, statutory authority, eligibility requirements, and compliance requirements for recipients. The CFDA number is the unique 5-digit code for each type of federal assistance, and can be used to search for program information, including funding opportunities, spending on [usaspending.gov](#), or audit results through the Federal Audit Clearinghouse.

To expedite payments and meet statutory timelines, Treasury issued initial payments under an existing CFDA number. If you have already received funds or captured the initial CFDA number in your records, please update your systems and reporting to reflect the final CFDA number 21.027. **Recipients must use the final CFDA number for all financial accounting, audits, subawards, and associated program reporting requirements.**

To ensure public trust, Treasury expects all recipients to serve as strong stewards of these funds. This includes ensuring funds are used for intended purposes and recipients have in place effective financial management, internal controls, and reporting for transparency and accountability.

Please see [Treasury's Interim Final Rule](#) and the [Guidance on Recipient Compliance and Reporting Responsibilities](#) for more information.

10. Miscellaneous

10.1. May governments retain assets purchased with Fiscal Recovery Funds? If so, what rules apply to the proceeds of disposition or sale of such assets?

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds. If such assets are disposed of prior to December 31, 2024, the proceeds would be subject to the restrictions on the eligible use of payments.

10.2. Can recipients use funds for administrative purposes?

Recipients may use funds to cover the portion of payroll and benefits of employees corresponding to time spent on administrative work necessary due to the COVID-19 public health emergency and its negative economic impacts. This includes, but is not limited to, costs related to disbursing payments of Fiscal Recovery Funds and managing new grant programs established using Fiscal Recovery Funds.

10.3. Are recipients required to remit interest earned on CSFRF/CLFRF payments made by Treasury? [5/27, updated 7/14]

No. CSFRF/CLFRF payments made by Treasury to states, territories, and the District of Columbia are not subject to the requirement of the Cash Management Improvement Act and Treasury's implementing regulations at 31 CFR part 205 to remit interest to Treasury. CSFRF/CLFRF payments made by Treasury to local governments and Tribes are not subject to the requirement of 2 CFR 200.305(b)(8)-(9) to maintain balances in an interest-bearing account and remit payments to Treasury. Moreover, interest earned on CSFRF/CLFRF payments is not subject to program restrictions. Finally, States may retain interest on payments made by Treasury to the State for distribution to NEUs that is earned before funds are distributed to NEUs, provided that the State adheres to the statutory requirements and Treasury's guidance regarding the distribution of funds to NEUs. Such interest is also not subject to program restrictions.

Among other things, States and other recipients may use earned income to defray the administrative expenses of the program, including with respect to NEUs.

10.4. Is there a deadline to apply for funds? [5/27]

The Interim Final Rule requires that costs be incurred by December 31, 2024. Direct recipients are encouraged to apply as soon as possible. For direct recipients other than Tribal governments, there is not a specific application deadline.

Tribal governments do have deadlines to complete the application process and should visit www.treasury.gov/SLFRPTribal for guidance on applicable deadlines.

Non-entitlement units of local government should contact their state government for information on applicable deadlines.

10.5. May recipients use funds to cover the costs of consultants to assist with managing and administering the funds? [6/8]

Yes. Recipients may use funds for administering the CSFRF/CLFRF program, including costs of consultants to support effective management and oversight, including consultation for ensuring compliance with legal, regulatory, and other requirements.

11. Operations

11.1. How do I know if my entity is eligible?

The Coronavirus State and Local Fiscal Recovery Funds American Rescue Plan Act of 2021 set forth the jurisdictions eligible to receive funds under the program, which are:

- States and the District of Columbia
- Territories
- Tribal governments
- Counties
- Metropolitan cities (typically, but not always, those with populations over 50,000)
- Non-entitlement units of local government, or smaller local governments (typically, but not always, those with populations under 50,000)

11.2. How does an eligible entity request payment?

Eligible entities (other than non-entitlement units) must submit their information to the [Treasury Submission Portal](#). Please visit the [Coronavirus State and Local Fiscal Recovery Fund website](#) for more information on the submission process.

11.3. I cannot log into the Treasury Submission Portal or am having trouble navigating it. Who can help me?

If you have questions about the Treasury Submission Portal or for technical support, please email covidreliefitsupport@treasury.gov.

11.4. What do I need to do to receive my payment?

All eligible payees are required to have a DUNS Number previously issued by Dun & Bradstreet (<https://www.dnb.com/>).

All eligible payees are also required to have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>).

And eligible payees must have a bank account enabled for Automated Clearing House (ACH) direct deposit. Payees with a Wire account are encouraged to provide that information as well.

More information on these and all program pre-submission requirements can be found on the [Coronavirus State and Local Fiscal Recovery Fund website](#).

11.5. Why is Treasury employing id.me for the Treasury Submission Portal?

ID.me is a trusted technology partner to multiple government agencies and healthcare providers. It provides secure digital identity verification to those government agencies and healthcare providers to make sure you're you – and not someone pretending to be you – when you request access to online services. All personally identifiable information provided to ID.me is encrypted and disclosed only with the express consent of the user. Please refer to ID.me Contact Support for assistance with your ID.me account. Their support website is <https://help.id.me>.

11.6. Why is an entity not on the list of eligible entities in Treasury Submission Portal?

The ARPA statute lays out which governments are eligible for payments. The list of entities within the Treasury Submission Portal includes entities eligible to receive a direct payment of funds from Treasury, which include states (defined to include the District of Columbia), territories, Tribal governments, counties, and metropolitan cities.

Eligible non-entitlement units of local government will receive a distribution of funds from their respective state government and should not submit information to the Treasury Submission Portal.

If you believe an entity has been mistakenly left off the eligible entity list, please email SLFRP@treasury.gov.

11.7. What is an Authorized Representative?

An Authorized Representative is an individual with legal authority to bind the government entity (e.g., the Chief Executive Officer of the government entity). An Authorized Representative must sign the Acceptance of Award terms for it to be valid.

11.8. How does a Tribal government determine their allocation?

Tribal governments will receive information about their allocation when the submission to the Treasury Submission Portal is confirmed to be complete and accurate.

11.9. How do I know the status of my request for funds (submission)?

Entities can check the status of their submission at any time by logging into [Treasury Submission Portal](#).

11.10. My Treasury Submission Portal submission requires additional information/correction. What is the process for that?

If your Authorized Representative has not yet signed the award terms, you can edit your submission with in the into [Treasury Submission Portal](#). If your Authorized Representative has signed the award terms, please email SLFRP@treasury.gov to request assistance with updating your information.

11.11. My request for funds was denied. How do I find out why it was denied or appeal the decision?

Please check to ensure that no one else from your entity has applied, causing a duplicate submission. Please also review the list of all eligible entities on the [Coronavirus State and Local Fiscal Recovery Fund website](#).

If you still have questions regarding your submission, please email SLFRP@treasury.gov.

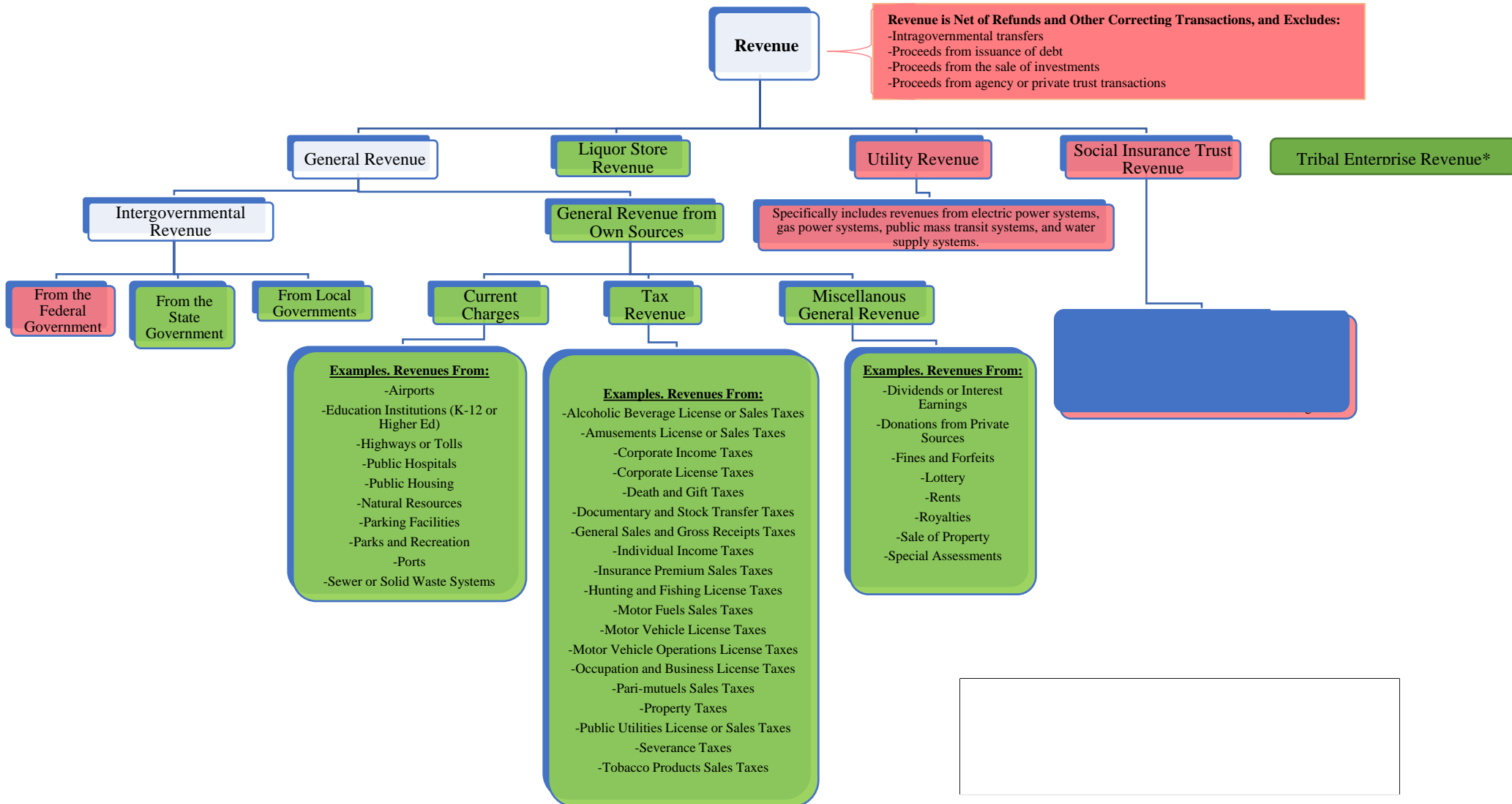
11.12. When will entities get their money?

Before Treasury is able to execute a payment, a representative of an eligible government must submit the government's information for verification through the [Treasury Submission Portal](#). The verification process takes approximately four business days. If any errors are identified, the designated point of contact for the government will be contacted via email to correct the information before the payment can proceed. Once verification is complete, the designated point of contact of the eligible government will receive an email notifying them that their submission has been verified. Payments are generally scheduled for the next business day after this verification email, though funds may not be available immediately due to processing time of their financial institution.

11.13. How does a local government entity provide Treasury with a notice of transfer of funds to its State?

For more information on how to provide Treasury with notice of transfer to a state, please email SLRedirectFunds@treasury.gov.

Appendix: Interim Final Rule Definition of General Revenue Within the Census Bureau Classification Structure of Revenue



Source: [U.S. Bureau of the Census Government Finance and Employment Classification Manual, 2006](#); [Annual Survey of State and Local Government Finances](#)

Office of the County Administrator
American Rescue Plan Act (ARPA)

	<u>Proposed Use of Funds</u>	<u>Initial Proposal</u>	<u>Year 1 (2021) Proposed</u>	<u>Year 2 (2022) Proposed</u>
<u>General Government</u>	Economic Development Director	65,000.00	48,000.00	-
	Human Resource Director	33,000.00	15,000.00	-
	Front Desk/Secretary	41,000.00	25,000.00	-
	Voting Machine*	8,000.00	8,000.00	-
		<i>147,000.00</i>		
<u>Public Works</u>	Additional Planning Support	20,000.00	20,000.00	-
	Convenience Sites - Bulk Hauling	45,000.00	40,000.00	-
	Convenience Sites - Contract (Staffing cut 50%)	163,000.00	163,000.00	-
	Buildings & Grounds Projects*	63,800.00	63,800.00	-
	Solid Waste Vehicle*	44,000.00	44,000.00	-
	<i>Sub-Total</i>	<i>335,800.00</i>		
<u>Fire, Resuce & Emergency</u>	Additional Allocation to Fire	10,000.00	10,000.00	-
	Additional Allocation to EMS	4,000.00	4,000.00	-
	Lifestar Contract (cut 50%)	465,000.00	465,000.00	-
	Generator - EOC*	75,000.00	75,000.00	-
	Animal Control (MISC)*	47,000.00	47,000.00	-
	<i>Sub-Total</i>	<i>601,000.00</i>		
<u>Parks, Recreation & Cultural</u>	GIS Upgrades	50,000.00	50,000.00	-
	<i>Sub-Total</i>	<i>50,000.00</i>		
<u>Sheriff's Operations & Jail</u>	Sheriff Sanitizing Machines	56,000.00	56,000.00	-
	E-tickets*	30,000.00	30,000.00	-
	<i>Sub-Total</i>	<i>86,000.00</i>		
<u>Outside Agencies</u>	Waverly Wastewater	25,000.00	25,000.00	-
	<i>Sub-Total</i>	<i>25,000.00</i>		
<u>Broadband</u>	PGECE/Tobacco Commission/Cameron Foundation	500,000.00	-	500,000.00
	<i>Sub-Total</i>	<i>500,000.00</i>		
	Total Proposed Use of Funds	\$ 1,744,800.00	\$ 1,113,800.00	\$ 500,000.00
	<i>Unallocated Balance</i>	<i>\$422,705.00</i>	<i>\$ 1,083,752.50</i>	<i>\$ 1,083,752.50</i>
			\$ (30,047.50)	\$ 583,752.50
	* = FY22 Department Requested Capital Projects			
	Total ARPA Funds Allocated to Sussex	\$ 2,167,505.00		

Public Notices

COUNTY OF SUSSEX NOTICE OF PUBLIC HEARING PROPOSED AMENDMENT TO FY22 BUDGET

Notice is hereby given pursuant to Section 15.2-2507, Code of Virginia (1950, as amended), that the Sussex County Board of Supervisors will conduct a meeting and public hearing for the purpose of receiving comments on the proposed Amendment to the Sussex County Annual Fiscal Plan (the "Budget") on September 16, 2021 in the General District Courtroom, Sussex Judicial Center, 15098 Courthouse Road, Sussex, Virginia at 6:00 p.m. for the Fiscal Year beginning July 1, 2021 and ending June 30, 2022. Citizens have the right to submit written statements on the proposed budget amendments to the County Administrator's Office (PO Box 1397 - Sussex, VA 23884 or sussex@sussexcountyva.gov no later than 2:00 p.m. on Friday, September 10, 2021.

On May 10th, the US Treasury issued the Interim Final Rule (IFR) to implement the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund (CSLFRF) established under the American Rescue Plan Act (ARPA). The County has been allocated \$2,167,505.00 in two tranches. The first tranche of \$1,083,752.50 was received in June, and the second tranche of the remaining \$1,083,752.50 is anticipated in twelve months in the next fiscal year. The County will have until December 2024 to encumber the funds and December 2026 to expend the funds.

It should be noted that the law provides the following overarching eligible uses for the ARPA funds:

- 1) Response to public health emergency and negative economic impacts;
- 2) Premium pay for eligible workers;
- 3) Provision of government services to the extent of revenue reduction; and
- 4) Investment in water, sewer, and broadband infrastructure.

The Board will receive recommendations to use these funds to cover County expenditures made in response to the Coronavirus pandemic, and for business and citizen relief initiatives.

A copy of the related material can be examined in the County Administration Department of the County Administration Building. The building is open from Monday - Friday, 8:30 a.m. - 5:00 p.m.

By Authority of Richard Douglas
County Administrator

Service

On-Site Estate Auction! Saturday, September 11th 9am. Antiques, Furniture, Collectibles, Tools. 8867 Hwy 92 Chase City, VA 23924. (804)347-4963
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limit your mobility! court cost. **WILLS-** Discover the ideal \$225.00. No court

Public Notice - Environmental Permit

PURPOSE OF NOTICE: To seek public comment on a draft permit from the Department of Environmental Quality that will allow the release of treated wastewater into a water body in Surry County, Virginia.

PUBLIC COMMENT PERIOD: September 1, 2021 to October 1, 2021

PERMIT NAME: Virginia Pollutant Discharge Elimination System Permit - Wastewater issued by DEC, under the authority of the State Water Control Board

APPLICANT NAME, ADDRESS AND PERMIT NUMBER: Hampton Roads Sanitation District (HRSD), 1434 Air Rail Avenue, Virginia Beach, VA 23455; VA0061646

FACILITY NAME AND LOCATION: Town of Surry Wastewater Treatment Facility, 11463 Rolfe Highway, Surry, VA 23983
PROJECT DESCRIPTION: HRSD has applied for reassurance of a permit for the public Town of Surry Wastewater Treatment Facility. The applicant proposes to release treated sewage wastewaters at a rate of 60,000 gallons per day into a water body. Sludge from the treatment process will be hauled to Spring Branch WWTP (VA0061310) for further treatment. The facility proposes to release the treated sewage into an unnamed tributary of Dark Swamp in Surry County in the James River. A watershed is the land area drained by a river and its incoming streams. The permit will limit the following pollutants to amounts that protect water quality: physical and chemical properties, nutrients, metals, organic matter, solids, bacteria, and inorganics.

HOW TO COMMENT AND/OR REQUEST A PUBLIC HEARING: DEC accepts comments and requests for public hearing on the draft permit by hand-delivery, e-mail, fax or postal mail. All comments and requests must be in writing and be received by DEC during the comment period. DEC must receive hand-delivery and postal mail by close of business and email and fax comments by 11:59 p.m. on the last day of the comment period. Submittals must include the names, mailing addresses and telephone numbers of the commenter/requester and of all persons represented by the commenter/requester. A request for public hearing must also include: 1) The reason why a public hearing is requested; 2) A brief, informal statement regarding the nature and extent of the interest of the requester or of those represented by the requester, including how and to what extent such interest would be directly and adversely affected by the permit; 3) Specific references, where possible, to terms and conditions of the permit with suggested revisions. A public hearing may be held, including another comment period, if public response is significant, based on individual requests for a public hearing, and there are substantial disputed issues re-

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Auction

Auction
 Saturday, Sept. 11, 2021
 9:00 am
 Auto Body Shop Dispersal (Bob's Paint & Body Works), Tools and Furniture
 9100 Old Stage Road
 Prince George, Virginia 23875
 Auction to be held onsite
 Partial Listing: 1946 McCormick-Deering Farmall M, Totally Restored (with reserve), 2001 '16 ft.
 PJ 7K lb Trailer, 2019 10K lb Big Tex Trailer, 2 - 10' X 16' Buildings, 14K lb. 4 Post Forward Lift
 (2 yrs. old), Semi Downdraft Paint Booth, 14X26" Saylor-Beall Air Compressor, Herkules Paint Gun Washer, Power Tools, Furniture, TVs, Collectibles, Advertising Signs
 Many Other Items! - Never a Buyer's Premium!
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Public Notice

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 NOTICE OF PUBLIC HEARING
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- 3) Provision of government services to the extent of revenue reduction; and
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The Board will receive recommendations to use these funds to



All real estate advertised herein is subject to the Federal Fair Housing Act which makes it illegal to advertise any preference, limitation, or discrimination based on race, color, religion, sex, handicap, familial status or national origin, or make any such preferences, limitations or discrimination. State laws forbid discrimination in the sale, rental or advertising of real estate based on factors in addition to those protected under federal law. We will not knowingly accept any advertising for real estate which is in

BOARD ACTION FORM

Agenda Item: Appointments #5.01

Subject: Department of Social Services Advisory Board

Board Meeting Date: September 16 2021

=====

Summary: At its regular Board meeting in August 2021, the Board discussed contacting members of the former DSS Administrative Board in regards to their interest in serving on the Advisory Board. There was also the Board’s general consensus to have representation from each district.

The former Board consisted of seven members with one being a Board of Supervisors representative. Three members—Stony Creek, Wakefield and Waverly Districts—were interested contingent upon further information provided.

Recommendation: None

Attachment: None

=====

ACTION:

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

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

BOARD ACTION FORM

Agenda Item: Action Item #6.01

Subject: Flatfoot Solar, 2232 Review Appeal of Planning Commission Determination Sussex Drive
(Route 40), Stony Creek Election District

Board Meeting Date: September 16 2021

=====
Summary: This item will be sent under separate cover.

Recommendation:

Attachment:

=====

REQUESTED ACTION:

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

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

BOARD ACTION FORM

Agenda Item: Action Item #6.02

Subject: Literary Loan Refinancing Resolution

Board Meeting Date: September 16 2021

=====

Summary: As presented at the August 2021 Board of Supervisors meeting, Davenport recommended that Sussex County consider a refunding of 2005 and 2008 literary loans for school construction, with an estimated net savings over the next seven years of \$210,644 due to lower interest rates (beginning with an annual savings of \$37,836 in FY22). The county submitted an initial application to the Virginia Public School Authority (VPSA) in late August, and Davenport has worked with the Sussex County School Board on required refinancing approval. As a final step of the process, the Board of Supervisors will need to adopt a resolution by October 4.

Recommendation: Staff recommends approval of the attached resolution prepared by bond counsel Sands Anderson to submit a debt refunding application to VPSA for the 2005 and 2008 literary loans.

Attachment: VPSA Pool Fall 2021 BOS Bond Resolution

=====

REQUESTED ACTION: That the Board approves the resolution prepared by bond counsel Sands Anderson to submit a debt refunding application to VPSA for the 2005 and 2008 literary loans.

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

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

**RESOLUTION #21-80 AUTHORIZING THE ISSUANCE OF A
GENERAL OBLIGATION SCHOOL REFUNDING BOND OF THE
COUNTY OF SUSSEX, VIRGINIA, TO BE SOLD TO THE
VIRGINIA PUBLIC SCHOOL AUTHORITY AND PROVIDING
FOR THE FORM AND DETAILS THEREOF**

WHEREAS, the Board of Supervisors (**the "Board"**) of the County of Sussex, Virginia (**the "County"**), has determined that it is necessary and expedient to borrow an amount not to exceed \$4,250,000 and to issue its general obligation school refunding bond (**as more specifically defined below, the "Local School Bond"**) for the purpose of refinancing all or a portion of the County's \$7,225,403 Literary Loan Obligation, Series 2005, (**the "2005 Obligation"**) which financed capital improvements to Sussex Central High School (**the "2005 Project"**) and the County's \$7,002,530 Literary Loan Obligation, Series 2008, (**the "2008 Obligation, and, together with the 2005 Obligation, the "Refunded Bonds"**) which financed capital improvements to Sussex Middle School (**the "2008 Project," and, together with the 2005 Project plus costs of issuance for the Local School Bond, the "Projects"**), all of which constitute capital projects for public school purposes;

WHEREAS, no public hearing or request from the School Board of the County is required in connection with the issuance of the Local School Bond in accordance with the requirements of Section 15.2-2643, Code of Virginia 1950, as amended (**the "Virginia Code"**) as it refunds existing County obligations thereunder;

WHEREAS, Virginia Public School Authority (**"VPSA"**) has offered to purchase the Local School Bond along with the local school bonds of certain other localities with a portion of the proceeds of certain bonds to be issued by VPSA in the calendar year 2021 (**the "VPSA Bonds"**);

WHEREAS, the Bond Sale Agreement (as defined below) shall indicate an amount requested (**or such other amount as may be requested by the County and permitted by VPSA, the "Proceeds Requested"**) from VPSA in connection with the sale of the Local School Bond of an amount sufficient to refinance the Projects subject to the parameters established in paragraph 4 hereof, and an amount sufficient to finance the costs of issuance of the Local School Bond;

WHEREAS, VPSA's objective is to pay the County a purchase price for the Local School Bond which, in VPSA's judgment, reflects the Local School Bond's market value (**the "VPSA Purchase Price Objective"**), taking into consideration of such factors as the amortization schedule the County has requested for the Local School Bond relative to the amortization schedules requested by other localities, the purchase price to be received by VPSA from the sale of the VPSA Bonds and other market conditions relating to the sale of the VPSA Bonds; and

WHEREAS, such factors may result in the Local School Bond having a purchase price other than par and consequently (i) the County may have to issue the Local School Bond in a principal amount that is greater than or less than the Proceeds Requested in order to receive an amount of proceeds that is substantially equal to the Proceeds Requested, or (ii) if the maximum authorized principal amount of the Local School Bond set forth in section 1 below does not exceed the Proceeds

Requested by at least the amount of any discount, the purchase price to be paid to the County, given the VPSA Purchase Price Objective and market conditions, will be less than the Proceeds Requested.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SUSSEX, VIRGINIA:

1. Authorization of Local School Bond and Use of Proceeds. The Board hereby determines that it is advisable to contract a debt and issue and sell its general obligation school refunding bond in an aggregate principal amount not to exceed \$4,250,000 (**the "Local School Bond"**) for the purpose of refunding the Refunded Bonds and refinancing the Projects. The Board hereby authorizes the issuance and sale of the Local School Bond in the form and upon the terms established pursuant to this Resolution.

2. Sale of the Local School Bond. The sale of the Local School Bond, within the parameters set forth in paragraph 4 of this Resolution, to VPSA is authorized. Given the VPSA Purchase Price Objective and market conditions, the County acknowledges that the limitation on the maximum principal amount of the Local School Bond set forth in paragraph 1 of this Resolution restricts VPSA's ability to generate the Proceeds Requested, however, the Local School Bond may be sold for a purchase price not lower than 95% of the Proceeds Requested. The Chairman of the Board, the County Administrator, or either of them (**each a "Delegate"**) and such other officer or officers of the County as either may designate are hereby authorized and directed to enter into an agreement with VPSA providing for the sale of the Local School Bond to VPSA (**the "Bond Sale Agreement"**). The Bond Sale Agreement shall be in substantially the form submitted to the Board at this meeting, which form is hereby approved, with such completions, insertions, omissions and changes not inconsistent with this Resolution as may be approved by the County officer executing the Bond Sale Agreement.

3. Details of the Local School Bond. The Local School Bond shall be dated 17 days prior to the date of its issuance and delivery or such other date designated by VPSA; shall be designated "General Obligation School Refunding Bond, Series 2021 []"; shall bear interest from its dated date payable semi-annually on each January 15 and July 15 beginning July 15, 2022 (**each an "Interest Payment Date"**), at the rates established in accordance with paragraph 4 of this Resolution; and shall mature on July 15 in the years (**each a "Principal Payment Date"**) and in the amounts acceptable to a Delegate (**the "Principal Installments"**), subject to the provisions of paragraph 4 of this Resolution.

4. Interest Rates and Principal Installments. Each Delegate is hereby authorized and directed to accept the interest rates on the Local School Bond established by VPSA, provided that each interest rate shall be five one-hundredths of one percent (0.05%) over the interest rate to be paid by VPSA for the corresponding principal payment date of the VPSA Bonds, a portion of the proceeds of which will be used to purchase the Local School Bond, and provided further that (a) each Delegate is hereby authorized and directed to select the particular portion or portions of the Refunded Bonds (if any) to be refunded and direct VPSA to provide a Proceeds Requested that achieves the refunding of the selected portion or portions (if any) provided that the refunding of the Refunded Bonds selected shall result in an aggregate net present value debt service savings of not less than three percent (3.00%) of the par amount of the Refunded Bonds to be refunded and (b) the Local School Bond shall not mature later than June 30, [2029.] The Interest Payment Dates and the Principal

Installments are subject to change at the request of VPSA. Each Delegate is hereby authorized and directed to accept changes in the Interest Payment Dates and the Principal Installments at the request of VPSA based on the final term to maturity of the VPSA Bonds, requirements imposed on VPSA by the nationally-recognized rating agencies and the final principal amount of the Local School Bond; provided, however, that the principal amount of the Local School Bond shall not exceed the amount authorized by this Resolution and the final maturity of the Local School Bond shall not exceed 30 years from the date of the issuance and delivery of the Local School Bond. The execution and delivery of the Local School Bond as described in paragraph 8 hereof shall conclusively evidence the approval and acceptance of all of the details of the Local School Bond by the Delegate as authorized by this Resolution. Each Delegate is hereby authorized and directed to cause the redemption proceedings, including the giving of redemption notices to the holder of the Refunded Bonds shall be done pursuant to the terms of the Refunded Bonds (or otherwise as agreed to by the holder).

5. **Form of the Local School Bond.** The Local School Bond shall be initially in the form of a single, temporary typewritten bond substantially in the form attached hereto as Exhibit A.

6. **Payment; Paying Agent and Bond Registrar.** The following provisions shall apply to the Local School Bond:

(a) For as long as VPSA is the registered owner of the Local School Bond, all payments of principal, premium, if any, and interest on the Local School Bond shall be made in immediately available funds to VPSA at, or before 11:00 a.m. on the applicable Interest Payment Date, Principal Payment Date or date fixed for prepayment or redemption, or if such date is not a business day for Virginia banks or for the Commonwealth of Virginia, then at or before 11:00 a.m. on the business day next succeeding such Interest Payment Date, Principal Payment Date or date fixed for prepayment or redemption.

(b) All overdue payments of principal and, to the extent permitted by law, interest shall bear interest at the applicable interest rate or rates on the Local School Bond.

(c) The County Administrator is authorized to designate a Bond Registrar and Paying Agent for the Local School Bond. The County may, in its sole discretion, replace at any time the Bond Registrar with another qualified bank or trust company as successor Bond Registrar and Paying Agent for the Local School Bond. The County shall give prompt notice to VPSA of the appointment of any successor Bond Registrar and Paying Agent.

7. **Prepayment or Redemption.** Unless otherwise directed by VPSA, the Principal Installments of the Local School Bond held by VPSA coming due on or before July 15, 2031, and the definitive bond for which the Local School Bond held by VPSA may be exchanged that mature on or before July 15, 2031, are not subject to prepayment or redemption prior to their stated maturities. The Principal Installments of the Local School Bond held by VPSA coming due on or after July 15, 2032, and the definitive bond(s) for which the Local School Bond held by VPSA may be exchanged that mature on or after July 15, 2032, are subject to prepayment or redemption at the option of the County prior to their stated maturities in whole or in part, on any date on or after July 15, 2031, upon payment of the prepayment or redemption prices (expressed as percentages of Principal Installments to be prepaid or the principal amount of the Local School Bond to be redeemed) set forth below plus accrued interest to the date set for prepayment or redemption:

<u>Dates</u>	<u>Prices</u>
July 15, 2031 through July 14, 2032	101%
July 15, 2032 through July 14, 2033	100½
July 15, 2033 and thereafter	100

Provided, however, that the Principal Installments of the Local School Bond shall not be subject to prepayment or redemption prior to their stated maturities as described above without first obtaining the written consent of VPSA or other registered owner of the Local School Bond. Notice of any such prepayment or redemption shall be given by the Bond Registrar to VPSA or other registered owner by registered mail not more than ninety (90) and not less than sixty (60) days before the date fixed for prepayment or redemption.

If VPSA refunds the VPSA Bonds in the future and such refunding causes the Local School Bond to be deemed refunded, the prepayment or redemption of the Local School Bond will be subject to VPSA approval and subject to similar prepayment or redemption provisions as set forth above that correspond to the call period of the VPSA bonds issued in part to refund the Local School Bond.

8. Execution of the Local School Bond. The Chairman or Vice Chairman and the Clerk or any Deputy Clerk of the Board are authorized and directed to execute and deliver the Local School Bond and to affix the seal of the County thereto.

9. Pledge of Full Faith and Credit. For the prompt payment of the principal of, premium, if any, and the interest on the Local School Bond as the same shall become due, the full faith and credit of the County are hereby irrevocably pledged, and in each year while any portion of the Local School Bond shall be outstanding there shall be levied and collected in accordance with law an annual ad valorem tax upon all taxable property in the County subject to local taxation sufficient in amount to provide for the payment of the principal of and premium, if any, and the interest on the Local School Bond as such principal, premium, if any, and interest shall become due, which tax shall be without limitation as to rate or amount and in addition to all other taxes authorized to be levied in the County to the extent other funds of the County are not lawfully available and appropriated for such purpose.

10. Use of Proceeds Certificate and Tax Compliance Agreement. The Chairman of the Board, the County Administrator and such other officer or officers of the County or the School Board as either may designate are hereby authorized and directed to execute and deliver on behalf of the County a Use of Proceeds Certificate and Tax Compliance Agreement (**the "Tax Compliance Agreement"**) setting forth the expected use and investment of the proceeds of the Local School Bond and containing such covenants as may be necessary in order to show compliance with the provisions of the Internal Revenue Code of 1986, as amended (**the "Code"**), and applicable regulations relating to the exclusion from gross income of interest on the VPSA Bonds issued as tax-exempt. The Board covenants on behalf of the County that (i) the proceeds from the issuance and sale of the Local School Bond will be invested and expended as set forth in such Tax Compliance Agreement and that the County shall comply with the other covenants and representations contained therein and (ii) the County shall comply with the provisions of the Code so that interest on the VPSA Bonds issued as tax-exempt will remain excludable from gross income for federal income tax purposes.

11. State Non-Arbitrage Program; Proceeds Agreement. The Board hereby determines that it is in the best interests of the County to authorize and direct the County Treasurer to participate in the State Non-Arbitrage Program in connection with the Local School Bond. The Chairman of the Board, the County Administrator and such officer or officers of the County as either may designate are hereby authorized and directed to execute and deliver a Proceeds Agreement with respect to the deposit and investment of proceeds of the Local School Bond by and among the County, the other participants in the sale of the VPSA Bonds, VPSA, the investment manager and the depository, substantially in the form submitted to the Board at this meeting, which form is hereby approved.

12. Continuing Disclosure Agreement. The Chairman of the Board, the County Administrator and such other officer or officers of the County as either may designate are hereby authorized and directed to execute a Continuing Disclosure Agreement, as set forth in Appendix D to the Bond Sale Agreement, setting forth the reports and notices to be filed by the County and containing such covenants as may be necessary in order to show compliance with the provisions of the Securities and Exchange Commission Rule 15c2-12, under the Securities Exchange Act of 1934, as amended, and directed to make all filings required by Section 4 of the Bond Sale Agreement should the County be determined by VPSA to be a MOP (as defined in the Bond Sale Agreement).

13. Refunding. The Board hereby acknowledges that VPSA may issue refunding bonds to refund any bonds previously issued by VPSA, including the VPSA Bonds issued to purchase the Local School Bond, and that the purpose of such refunding bonds would be to enable VPSA to pass on annual debt service savings to the local issuers, including the County. Each of the Delegates is authorized to execute and deliver to VPSA such allonge to the Local School Bond, revised debt service schedule, IRS Form 8038-G or such other documents reasonably deemed necessary by VPSA and VPSA's bond counsel to be necessary to reflect and facilitate the refunding of the Local School Bond and the allocation of the annual debt service savings to the County by VPSA. The Clerk to the Board of Supervisors is authorized to affix the County's seal on any such documents and attest or countersign the same.

14. Filing of Resolution. The appropriate officers or agents of the County are hereby authorized and directed to cause a certified copy of this Resolution to be filed with the Circuit Court of the County.

15. Election to Proceed under Public Finance Act. In accordance with Section 15.2-2601 of the Virginia Code, the Board elects to issue the Local School Bond pursuant to the provisions of the Public Finance Act of 1991, Chapter 26 of Title 15.2 of the Virginia Code.

16. Further Actions. The members of the Board and all officers, employees and agents of the County are hereby authorized to take such action as they or any one of them may consider necessary or desirable in connection with the issuance and sale of the Local School Bond and otherwise in furtherance of this Resolution and any such action previously taken is hereby ratified and confirmed.

17. Effective Date. This Resolution shall take effect immediately.

* * *

CERTIFICATION OF ADOPTION OF RESOLUTION

The undersigned Clerk of the Board of Supervisors of the County of Sussex, Virginia hereby certifies that the Resolution set forth above was adopted during an open meeting on September 16, 2021, by the Board of Supervisors with the following votes:

Aye:

Absent:

Nay:

Abstentions:

Signed this ____ day of September, 2021.

By: _____
Clerk, Board of Supervisors

EXHIBIT A
(FORM OF TEMPORARY BOND)

NO. TR-1

\$ _____

UNITED STATES OF AMERICA
COMMONWEALTH OF VIRGINIA
COUNTY OF SUSSEX
General Obligation School Refunding Bond
Series 2021 []**

Dated Date: _____ [17 days prior to issuance], 2021
Issue Date: _____, 2021

The **COUNTY OF SUSSEX, VIRGINIA** (the "**County**"), for value received, hereby acknowledges itself indebted and promises to pay to the **VIRGINIA PUBLIC SCHOOL AUTHORITY ("VPSA")** the principal amount of _____ DOLLARS (\$_____), in annual installments in the amounts set forth on Schedule I attached hereto payable on July 15, 20__ and annually on July 15 thereafter to and including July 15, 20__ (each a "**Principal Payment Date**"), together with interest from the dated date of this Bond on the unpaid installments, payable semi-annually on January 15 and July 15 of each year, commencing on July 15, 2022 (**each an "Interest Payment Date"; together with any Principal Payment Date, a "Payment Date"**), at the rates per annum set forth on Schedule I attached hereto, subject to prepayment or redemption as hereinafter provided. Principal of and interest and premium, if any, on this Bond are payable in lawful money of the United States of America.

For as long as VPSA is the registered owner of this Bond, _____, as bond registrar and paying agent (**the "Bond Registrar"**), shall make all payments of the principal of and interest

** Letter designation, if any.

and premium, if any, on this Bond, without the presentation or surrender hereof, to VPSA, in immediately available funds at or before 11:00 a.m. on the applicable Payment Date or date fixed for prepayment or redemption. If a Payment Date or date fixed for prepayment or redemption is not a business day for banks in the Commonwealth of Virginia or for the Commonwealth of Virginia, then the payment of the principal of and interest and premium, if any, on this Bond shall be made in immediately available funds at or before 11:00 a.m. on the business day next succeeding the scheduled Payment Date or date fixed for prepayment or redemption. Upon receipt by the registered owner of this Bond of said payments of principal, premium, if any, and interest, written acknowledgment of the receipt thereof shall be given promptly to the Bond Registrar, and the County shall be fully discharged of its obligation on this Bond to the extent of the payment so made. Upon final payment, this Bond shall be surrendered to the Bond Registrar for cancellation.

The full faith and credit of the County are irrevocably pledged for the payment of the principal of and the premium, if any, and interest on this Bond. The resolution adopted by the Board of Supervisors authorizing the issuance of this Bond provides, and Section 15.2-2624, Code of Virginia 1950, as amended (**the "Virginia Code"**), requires, that there shall be levied and collected an annual tax upon all taxable property in the County subject to local taxation sufficient to provide for the payment of the principal of and interest and premium, if any, on this Bond as the same shall become due which tax shall be without limitation as to rate or amount and shall be in addition to all other taxes authorized to be levied in the County to the extent other funds of the County are not lawfully available and appropriated for such purpose.

This Bond is duly authorized and issued in compliance with and pursuant to the Constitution and laws of the Commonwealth of Virginia, including the Public Finance Act of 1991, Chapter 26,

Title 15.2 of the Virginia Code, and resolutions duly adopted by the Board of Supervisors of the County and the School Board of the County to provide funds for capital projects for school purposes.

This Bond may be exchanged without cost, on twenty (20) days written notice from the VPSA, at the office of the Bond Registrar on one or more occasions for one or more temporary bonds or definitive bonds in marketable form and, in any case, in fully registered form, in denominations of \$5,000 and whole multiples thereof, and having an equal aggregate principal amount, having principal installments or maturities and bearing interest at rates corresponding to the maturities of and the interest rates on the installments of principal of this Bond then unpaid. This Bond is registered in the name of the VPSA on the books of the County kept by the Bond Registrar, and the transfer of this Bond may be effected by the registered owner of this Bond only upon due execution of an assignment by such registered owner. Upon receipt of such assignment and the surrender of this Bond, the Bond Registrar shall exchange this Bond for definitive bonds as hereinabove provided, such definitive bonds to be registered on such registration books in the name of the assignee or assignees named in such assignment.

The principal installments of this Bond coming due on or before July 15, 2031 and the definitive bonds for which this Bond may be exchanged that mature on or before July 15, 2031, are not subject to prepayment or redemption prior to their stated maturities. The principal installments of this Bond coming due on or after July 15, 2032, and the definitive bonds for which this Bond may be exchanged that mature on or after July 15, 2032, are subject to prepayment or redemption at the option of the County prior to their stated maturities in whole or in part, on any date on or after July 15, 2031, upon payment of the prepayment or redemption prices (expressed as percentages of principal installments to be prepaid or the principal amount of this Bond to be redeemed) set forth below plus accrued interest to the date set for prepayment or redemption:

<u>Dates</u>	<u>Prices</u>
July 15, 2031 through July 14, 2032	101%
July 15, 2032 through July 14, 2033	100½
July 15, 2033 and thereafter	100

Provided, however, that the principal installments of this Bond shall not be subject to prepayment or redemption prior to their stated maturities as described above without the prior written consent of VPSA or other registered owner of this Bond. Notice of any such prepayment or redemption shall be given by the Bond Registrar to VPSA or other registered owner by registered mail not more than ninety (90) and not less than sixty (60) days before the date fixed for prepayment or redemption.

If VPSA refunds its bonds issued in part to purchase this Bond in the future and such refunding causes this Bond to be deemed refunded, the prepayment or redemption of this Bond will be subject to VPSA approval and subject to similar prepayment or redemption provisions as set forth above that correspond to the call period of the VPSA bonds issued in part to refund this Bond.

All acts, conditions and things required by the Constitution and laws of the Commonwealth of Virginia to happen, exist or be performed precedent to and in the issuance of this Bond have happened, exist and have been performed in due time, form and manner as so required, and this Bond, together with all other indebtedness of the County, is within every debt and other limit prescribed by the Constitution and laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Sussex has caused this Bond to be issued in the name of the County of Sussex, Virginia, to be signed by its Chairman or Vice-Chairman, its seal to be affixed hereto and attested by the signature of its Clerk or any of its Deputy Clerks, and this Bond to be dated _____ [17 days prior to the closing date], 2021.

COUNTY OF SUSSEX, VIRGINIA

(SEAL)

ATTEST:

Clerk, Board of Supervisors of the
County of Sussex, Virginia

Chairman, Board of Supervisors of the
County of Sussex, Virginia

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS, INCLUDING ZIP CODE, OF ASSIGNEE)

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE: _____

the within Bond and irrevocably constitutes and appoints

_____ attorney to exchange said Bond for definitive bonds in lieu of which this Bond is issued and to register the transfer of such definitive bonds on the books kept for registration thereof, with full power of substitution in the premises.

Date: _____

Registered Owner

Signature Guaranteed:

(NOTICE: Signature(s) must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Bond Registrar which requirements will include Membership or participation in STAMP or such other "signature guarantee program" as may be determined by the Bond Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

(NOTICE: The signature above must correspond with the name of the Registered Owner as it appears on the front of this Bond in every particular, without alteration or change.)

BOARD ACTION FORM

Agenda Item: Action Item #6.03

Subject: Dominion broadband Agreement

Board Meeting Date: September 16 2021

=====

Summary: Attached for your review and consideration is a Memorandum of Understanding between PGEC/Ruralband, Dominion Energy Virginia, and Sussex County that will PGEC/Ruralband to expand broadband services into unserved areas of Sussex County within Dominion Energy Virginia’s service territory.

This agreement is a critical component of the proposed VATI grant-funded project to extend broadband service to all unserved areas of Sussex County. The County Attorney has reviewed and proposed some minor changes to the document.

Recommendation: Staff recommends approval of the MOU between PGEC/Ruralband, Dominion Energy Virginia, and Sussex County.

Attachment: Sussex Ruralband Memorandum of Understanding (MOU)

=====

REQUESTED ACTION: That the Sussex County Board of Supervisors hereby approves he MOU between PGEC/Ruralband, Dominion Energy Virginia, and Sussex County.

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

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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this “Memorandum”) is made effective as of August __, 2021 (the “Effective Date”), by and between Virginia Electric and Power Company dba Dominion Energy Virginia, a Virginia public service corporation (“Dominion”), PGEC Enterprises, LLC dba RURALBAND, a Virginia limited liability company (“RURALBAND”), and Sussex County, Virginia (the “County”). Dominion and RURALBAND are the “Organizing Parties.” The County and any additional counties that execute this Memorandum are each a “Participating County,” and collectively, the “Participating Counties.” Dominion, RURALBAND and each Participating County are each a “Party” and collectively, the “Parties.”

RECITALS

- A. To expand broadband service into unserved areas of the Commonwealth of Virginia, the General Assembly amended Virginia Code § 56-585.1:9, effective July 1, 2021 (the “Broadband Statute”). The Broadband Statute permits investor-owned electric utilities to collaborate with broadband providers and local counties and municipalities to facilitate such expansion.
- B. The County’s Economic Development Authority and RURALBAND have entered into that certain Broadband Partnership Agreement dated as of [xxxx, 20xx (the “BPA”), (is this referring to the Nov. 2020 CARES Act project agreement or something else?) [UG1] pursuant to which RURALBAND has been engaged to support the County’s efforts to increase broadband access for the County’s citizens.
- C. Dominion and RURALBAND have explored the feasibility of Dominion deploying middle-mile infrastructure in the County, in the manner set forth in the Broadband Statute, to facilitate RURALBAND’s extension of last-mile service to unserved areas and agreed to develop preliminary plans for, and if it is determined to be mutually desirable, to prepare a proposal to present to the State Corporation Commission (“Commission”) for approval. [BHF2]
- D. The Parties are pursuing a relationship whereby: (i) pursuant to the Broadband Statute, Dominion will construct a fiber route that maximizes the number of unserved areas to be served by RURALBAND within each Participating County, (ii) Dominion will leverage the additional fiber installed along the route to connect devices that may not have had fiber connectivity under Dominion’s original plan pursuant to the Grid Transformation and Security Act, (iii) RURALBAND will collaborate with and invest in each Participating County and use the additional Dominion fiber capacity to serve broadband end users in unserved locations in each Participating County, [BHF3] (iv) RURALBAND and each Participating County will collaborate to recruit and engage other partners, including other electric utility companies, as appropriate, to advance the Participating County’s Project, and (v) each Participating County will share relevant information with the Organizing Parties and collaborate with the Organizing Parties to advance the Participating County’s Project. The efforts of the Parties described herein to increase broadband access to the citizens in each Participating County shall be referred to as a “Project” and collectively, the “Projects.”

- E. It is the intention of the Parties that the Projects will result in the deployment of a fiber-to-the-premises last-mile broadband network that will offer service to all locations within each Participating County that are unserved. The Parties acknowledge and agree that the specific details and characteristics of each Project will be analyzed and refined as needed.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein, the Parties hereby agree as follows:

1. PROCEDURE TO ADD PARTICIPATING COUNTIES

With the consent of all Organizing Parties that have executed this Memorandum, any new county that is invited to join this Memorandum by the Organizing Parties shall have until December 31, 2021 to return an executed counterpart signature page to this Memorandum to the Organizing Parties; however, the Organizing Parties may extend this deadline for good cause if such extension will not materially delay the Participating County's Project. Upon acceptance of the executed counterpart signature page by the Organizing Parties, such county shall become a Participating County.

2. INFORMATION SHARING AND COORDINATION

- a) Each Participating County and each Organizing Party agrees to share with the Organizing Parties information that it has in its possession related to broadband deployment and the availability of broadband that may be useful to the Organizing Parties in conducting their analyses or may otherwise facilitate the Project.
- b) RURALBAND will serve as the central conduit for all information sharing activities and will be responsible for overall coordination of each Project.
- c) The Parties will coordinate any communication releases to the public, and all announcements are subject to the prior written consent of Dominion.

3. PHASE ONE TIMEFRAME AND ACTIVITIES

- a) The Parties anticipate that Phase I of the Projects will continue until approximately March 31, 2022.
- b) During Phase I:
 - a. The Organizing Parties will conduct community and stakeholder engagement activities in each Participating County.
 - b. The Organizing Parties will collaborate to develop preliminary plans and design criteria that: (i) are consistent with the Broadband Statute, and (ii) facilitate the extension of broadband availability to as many unserved locations as possible.
 - c. RURALBAND will perform a last-mile feasibility study (“Initial Feasibility Study”) for each of the Projects within each Participating County.
 - d. RURALBAND will prepare a preliminary financial analysis for each of the Projects within each Participating County.
- c) At the Conclusion of Phase I:
 - a. RURALBAND, in coordination with the other Organizing Parties, will present the results of the Initial Feasibility Study and financial analysis to each Participating County.
 - b. RURALBAND will identify the approximate cost of proceeding to Phase II for each

Participating County and identify grants and other sources of potential funding to reduce or eliminate each Participating County's out-of-pocket costs to proceed.

4. **PHASE TWO TIMEFRAME AND ACTIVITIES**

- a) The Parties anticipate that Phase II of the Project will commence upon the conclusion of Phase I and continue until approximately December 31, 2022.
- b) During Phase II:
 - i. Dominion and RURALBAND will prepare a petition to the Commission (the "Petition") under the Broadband Statute seeking approval of Dominion's participation in each Project, as set forth in the relevant Initial Feasibility Study. Dominion and RURALBAND anticipate that the Petition will be submitted on or about July 1, 2022. RURALBAND will serve as the internet service provider pursuant to the Broadband Statute.^[BHF4] Upon Dominion's reasonable request, RURALBAND and each of the other Parties will provide information and assistance to Dominion to advance the Projects. The Parties will commit to be involved in the Petition proceeding at the Commission until and after approval of the Petition is received. The Parties agree that implementation of each Project shall be contingent upon Commission approval of such Project with terms and conditions approved by Dominion that are not materially adverse to Dominion.
 - ii. RURALBAND will complete preliminary last-mile designs for each Project based upon the Dominion middle-mile infrastructure and such network elements as any other additional partners desire to contribute to each Project. Such last-mile designs will be tailored to maximize each Project's eligibility for all available state and federal grant, loan, loan guarantee, and other support mechanisms (collectively, "Public Support Mechanisms").
 - iii. RURALBAND will prepare detailed financial plans for each Project. Each financial plan will address initial capital investment needs, ongoing operational expenses and provide more than one indicative approach for funding each Project through a combination of private capital, Public Support Mechanisms and contributions from the Participating County.
 - iv. The Participating Counties, and each Organizing Party, as applicable, will agree to support application(s) for one or more grant programs ("Phase II Grants") to partially offset the capital investments required to construct each Project. RURALBAND will coordinate and oversee the development and submission of applications for Phase II Grants.
 - v. If the Commission approves a Petition for a Project with terms and conditions approved by Dominion that are not materially adverse to Dominion, the Organizing Parties and the Participating County intend to negotiate and execute one or more binding definitive agreements ("Definitive Agreements") setting forth their respective commitments and obligations and such other particulars as the parties thereto may deem appropriate.

5. **EXPENSES**

The Parties understand that various costs will be incurred in relation to activities contemplated herein. Except to the extent set forth in any other agreements between any of the Parties, including any Definitive Agreements, the Parties understand that none of the Parties herein shall be responsible for reimbursement of expenses to any of the others.

6. GOOD FAITH COMMITMENT TO EACH PROJECT

- a) Each Participating County agrees that, for so long as it is a Party to this Memorandum, it shall not participate in any activity or course of conduct that is inconsistent with or competitive to its Project^[UG5], and that it will focus its broadband-related attention and resources on its Project.
- b) The Parties understand and agree that, except as provided herein, this Memorandum (i) constitutes only a statement of intentions, (ii) does not reflect all matters upon which Definitive Agreements must be reached in order for the transactions contemplated hereby to be consummated, and (iii) does not obligate the Parties to enter into any Definitive Agreement relating to any Project. The Parties understand and agree that binding obligations with respect to a Project will only result from the execution of one or more Definitive Agreements and subject to the terms and conditions stated therein. This Memorandum is not intended to be binding, other than Paragraphs 4(b)(i), 5, 6, 7, 8, and 9.^[BHF6]

7. TERMINATION

Any Party may terminate its participation in this Memorandum at any time, with or without cause, upon written notice to the other Parties. In addition, this Memorandum shall terminate and be of no further force and effect if the Commission denies the Petition.

8. LIMITATION OF LIABILITY

No Party shall be liable to any other Party in contract, tort, or otherwise, for any claims, liabilities or losses arising out of this Memorandum or alleged to result from the failure of the other Party to enter into any Definitive Agreements. The Parties hereby waive, in advance, any claims (whether such claims are based on breach of contract, tort, equity or any other theory) for the failure for any reason to enter into the Definitive Agreements. In no event shall any Party be liable to any other Party for any incidental, indirect, special, punitive or consequential damages (including without limitation damages for lost profits).

9. GENERAL

9.1. Governing Law.

This Memorandum shall be governed in all respects by the laws of the Commonwealth of Virginia.

9.2. Amendments.

No modification, amendment or waiver of any of the provisions of this Memorandum will be binding without the written consent of the Parties hereto.

9.3. Binding Effect; Assignment.

This Memorandum will inure to the benefit of and be binding upon each of the

Parties hereto and their respective successors and permitted assigns to the extent provided in Section 6, but in no respect shall give rise to any third-party beneficiary rights or claims. No Party may assign any of its rights, interests, or obligations hereunder without the prior written consent of the other Parties, except that any of the Organizing Parties may assign this Memorandum to an affiliated entity upon written notice to the other Parties.

9.4. Counterparts.

This Memorandum may be executed in counterparts, all of which for all purposes shall be deemed to be an original and all of which shall, taken together, constitute one and the same instrument.

9.5. Relationship of Parties.

Nothing in this Memorandum shall be deemed to constitute, create, give effect to, or otherwise recognize a joint venture, partnership, or formal business entity of any kind.

9.6. Notices.

All notices, requests and other communications hereunder shall be in writing and delivered by hand, by nationally-recognized delivery service that guarantees overnight delivery, or by first-class registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Dominion:

Dominion Energy Virginia
600 Canal Street
Richmond, Virginia 23219
Attention: Director, New Technologies and Energy Conservation

with a copy to:

Dominion Energy Services, Inc.
120 Tredegar Street
Richmond, Virginia 23219
Attention: Deputy General Counsel – State Regulatory
Fax: (804) 819-2677

If to PGEC Enterprises, LLC dba RURALBAND:

PGEC Enterprises, LLC dba RURALBAND
Attn: CEO
PO Box 196
Waverly, VA 23890

If to a Participating County, to the address set forth on such Participating County's counterpart signature page to this Memorandum.

Any Party may change its address at any time upon notice to the other Parties.

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the Effective Date.

VIRGINIA ELECTRIC AND POWER COMPANY
DBA DOMINION ENERGY VIRGINIA

Name: David F. Walker
Title: Director – Rural Broadband

PGEC ENTERPRISES, LLC DBA RURALBAND

Name: Cary J. Logan, Jr.
Title: CEO

IN WITNESS WHEREOF, the Participating County named below has executed this Memorandum as of the Effective Date.

Sussex County, Virginia

Name: Richard Douglas
Title: Sussex, County Administrator

Address for Notice Information:

P. O. Box 1315
15098 Courthouse Road
State Route 735
Sussex, VA 23884

[SIGNATURE PAGE TO PHASE ONE MEMORANDUM OF UNDERSTANDING]

BOARD ACTION FORM

Agenda Item: Action Item #6.04

Subject: Convenience Sites Monitoring and Management Contract Award

Board Meeting Date: September 16 2021

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Summary: County staff recently advertised RFP 2021-05--Request for Proposals for Sussex County Convenience Sites Site Monitoring and Management, and received proposals United American Security (GardaWorld Security Services) and Admiral Security Services. The Solid Waste Services Manager, Public Works Director, County Administrator, and Jason Williams with Waste Management reviewed the two proposals and recommends that United American Security be awarded a contract for these services (currently serving the county but the contract previously expired). In addition to having experience managing the county's convenience centers, United American Security submitted a proposal with a total annual operating cost of \$400,804, compared to a \$466,668 proposal from Admiral Security Services (Section 3 of the proposal submission forms are attached for your review).

Attachment

Recommendation: Staff recommends that United American Security dba GardaWorld Security Services be awarded a contract for management of the Sussex County convenience centers.

Attachment: A copy of RFP #2021-05 Convenience Sites Monitoring and Management Contract Award and Proposal Submission Forms Received

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REQUESTED ACTION:

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

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

REQUEST FOR PROPOSALS
Sussex County Convenience Sites
Site Monitoring and Management
All Site Locations

Proposal Deadline: Friday August 13, 2021 11:00AM

Overview

The County of Sussex is seeking proposals from Contractors who are not only capable of performing the attached scope of work but are also take pride in the delivery of their service to the customers and citizens of Sussex County. The contractor must currently be in the business of providing securing and monitoring services. All applicable federal, state, and local laws, ordinances and regulations must be adhered to. Services to commence September 1, 2021.

Contractors submitting a proposal should review the procurement requirements listed. Specifically, the selected Contractor will be required to:

- Execute a Master Services Agreement with the County of Sussex.
- Complete applicable forms and certifications.
- Maintain General Liability Insurance as set out in Exhibit A
- Maintain Workers Compensation Insurance as set out in Exhibit A; and
- business automobile liability as set out in Exhibit A and furnish proof of such insurance.

No Contractor who is the recipient of County of Sussex funds, or who proposes to perform any work or furnish any goods under this agreement shall discriminate against any worker, employee, applicant, or any member of the public because of race, color, sex, gender, sexual orientation, religion, age, marital status, national origin, veteran status, physical or mental disability or perceived disability, or other criteria protected by law. Discriminatory practices based on the foregoing are declared to be contrary to the public policy of the County. The County of Sussex complies with all Equal Employment Opportunity requirements.

The selected contractor will report to the Director of Public Works or his/her designee.

Proposal Submittal

Proposal responses shall be submitted on the Proposal Submission Form (page 14). All costs are to be final unless the County and chosen Offeror(s) agree in writing to different costs or rate schedules.

Proposal must include a minimum of three professional references. These references should be attached to the Proposal Submission Form and include current contact information including name, address, telephone number and email address.

Please direct any questions regarding proposal submission to the Solid Waste Section Manager via county email at:

swdirector@sussexcountyva.gov .

Completed proposals must be received no later than August 13, 2021, 11:00 am and delivered to: County of Sussex, P.O. Box 1397; 20135 Princeton Road, Sussex, VA 23884, clearly marked "Convenience Site Monitoring and Management Services."

NOTE: The County reserves the right to reject any and all proposals. Proposals received after this deadline may be refused and deemed ineligible for consideration at the County's sole discretion.

Selection of Contractor

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors set out in this RFP, including price. Price shall be considered but need not be the sole or primary determining factor. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that offeror. Awards may be made to more than one offeror. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

Proposal Requirements and Examination of Work to be Performed.

The Contractor selected will be required to submit a Certificate of Insurance naming the County of Sussex as an additional insured, which will be reviewed by the County Administrator's Office.

A contract will then be negotiated between the Contractor and the County, with each agreeing to the terms of the contract and affixing authorized signatures. The contractor will be required to complete all forms and certifications required by the County, State and Federal governments. The County may reject any or all proposals and may waive informalities and minor irregularities in any proposal received.

The contractor is required to thoroughly examine the request for proposal requirements and the work contemplated, and it will be assumed that the contractor has investigated and is satisfied as to the requirements. It is mutually agreed that submission of a request for proposal shall be considered prima facie evidence that the contractor has made such examination.

Before submitting the request for proposal, the contractor shall examine the scope of work and visit the sites of the work to become familiar with the working conditions and the exact nature and extent of the work taking into account any special or unusual features peculiar to this project. By submitting a proposal, the contractor, if selected for award, shall be deemed to have accepted the terms of this RFP.

For complete bid packages, please contact Sussex County Administration at (434) 246-1000.

Section 1

GENERAL INFORMATION

This RFP contains instructions governing the content of the proposals and the format in which they are to be submitted. It does not attempt to define all the contract needs nor detail them. Rather, it is flexible and allows for the credentials of the contractor to be demonstrated in the areas of expertise necessary to the contract. There are mandatory requirements to be met, but should the contractor foresee the need for qualification of the effort or additional requirements, concise and relevant discussion is encouraged. Questions from contractors shall be accepted by the County Administrator via email or phone. Emails shall be submitted to swdirector@sussexcountyva.gov.

SCOPE OF SERVICES AND SPECIFICATIONS

Section 2

This scope of work pertains to the requirements of monitoring and management of all Sussex County convenience sites which are sited at various locations in the County. As part of the response to this RFP, bidders if awarded will be required to submit a weekly patron count report showing the number of patrons utilizing a particular site and on what day. The overall responsibility of the Contractor is to coordinate, plan, manage, and perform activities described in this RFP to maintain an acceptable appearance, customer interaction and satisfaction at the sites.

The Contractor shall furnish all labor and materials necessary to perform the monitoring and management tasks in the RFP. Contractor shall complete all the tasks listed below and will comply with all therequirements and specifications.

2.1 HOURS WHEN WORK IS TO BE PERFORMED

All work is to be performed in adherence to the published and posted operating schedule of all the Sussex County convenience sites. That schedule is Monday through Saturday 7:00AM to 6:00PM, 1:00PM to 6:00PM Sunday. Any deviation from that schedule or unscheduled closing shall result in immediate notification of Sussex County staff.

2.2 SCHEDULING OF WORK- BEGINNING OF CONTRACT TERM

At least five (5) business days prior to the commencement of the contract, the Contractor shall submit in writing to the County Administrator, the Public Works Director and the Solid Waste Section Manager, the name of the Supervisor authorized to act for the Contractor in every detail for the monitoring and management services.

2.3 SPECIFICATIONS, DUTIES AND RESPONSIBILITIES

Overview: The following specifications outline the scope of services and responsibilities required of the Contractor but may not be inclusive of the entire scope of services. The specifications outline the duties and performance of work required. Other parts of the contract (not included here) provide requirements such as insurance and licensing standards, hours of work, work authorizations, etc.

- a. Site monitor shall report for duty at the time and place specified by their assignment and remain at the site until the posted closing time for the day and time of that site.
- b. Site monitors will report to their assigned site in uniforms as approved and provided by the contractor.
- c. Site monitors will be readily identifiable as a Site monitor by the uniform, company insignia and name badge.
- d. Site monitors will maintain their uniforms, including shoes in a neat and clean manner while on duty at their assigned site, as they represent the contractor and Sussex County.
- e. Site monitors will be responsible for the proper care and use of the Site buildings and any Site equipment assigned to them. Any damage, defect, destruction, or loss shall as soon as possible be reported to the Supervisor who will then report it to the Sussex County Solid Waste Manager.
- f. Site monitors shall not at any time utilize any Sussex County convenience site property for any personal use, personal benefit, or personal gain.
- g. Site monitors will provide a security presence and be an information resource for law enforcement, customers, visitors, and Sussex County staff.
- h. Site monitors will monitor customers to ensure compliance with all security and safety procedures.
- i. Site monitors will maintain a professional attitude and manner when communicating with Sussex County staff and customers.
- j. Site monitors will immediately report any unusual or emergency conditions to the site supervisor and the Sussex County Solid Waste Manager.
- k. Site monitors will maintain activity listing all pertinent activity and occurrences during their assigned shift.
- l. Site monitors will not engage in any personal business or activities which would cause a neglect in assigned duties.
- m. Site monitors will perform their duties unimpaired by alcoholic beverages, illegal or prescribed drugs, or
- n. conflicts or demands arising from off-duty employment.
- o. Site monitors will, at the end of their shift complete all required logs as required by the Monitoring Company.
- p. company and the Sussex County including daily patron counts which will be submitted to Sussex County staff each Monday.
- q. If injured on the site, Site monitors will notify the Site Supervisor immediately and take all necessary actions. The Site Supervisor will notify verbally immediately the Sussex County Solid Waste Manager and then submit a written report within three business days.
- r. Site monitors will not loiter, will greet all customers entering the site, will not sleep in

the attendant building, and shall be visible at all times to all customers upon entering the site.

- s. Site monitors will at no time leave their assigned site unsecured unless being relieved.
- t. Site monitors will at no times will have family or friends loitering on the site while performing their duties on their assigned shift.
- u. Site monitors will maintain the site and grounds in a clean and orderly manner. No Site Monitor will at any time remove waste from the receptacles or accept waste from a customer for their own personal use.
- v. Customers are to clean the area after they dispose of their waste. It is the duty of the Site Monitor to ensure compliance with this rule or the Site Monitor will be responsible for cleaning the area after the customers.
- w. Site monitors will know the correct disposal receptacle for the waste type.
- x. Site monitors will verify the customer is a resident of Sussex County.

2.4 PAYMENT TO CONTRACTOR

Contractor shall submit invoices on the first of each month or soon as possible thereafter. Each invoice will show a detail of each site and the number of hours worked by each individual at that site. The invoice will show the total amount due for each site and the total amount due for all sites for the month.

2.5 CONTACT INFORMATION

County Administrator

Richard Douglas
County Administrator
Office: 434-246-1037
P.O. Box 1397, 20135 Princeton Road, Sussex, VA 23884
Email: rdouglas@sussexcountyva.gov

Public Works Director
Jeff Gary
Office: 434-594-7367
P.O. Box 1397, 20135 Princeton Road, Sussex, VA 23884
Email: jgar@sussexcountyva.gov

Solid Waste Manager
Lisa Danuser
P.O. Box 1397, 20135 Princeton Road, Sussex, VA 23884
Email: swdirector@sussexcountyva.gov

SECTION 3
PROPOSAL SUBMISSION FORM
County of Sussex Convenience Sites
Site Monitoring and Management

1. COMPANY NAME _____
2. ADDRESS (Home Office, invoice remittance) _____

3. CONTACT NUMBER (Office and Cell)

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

Pricing to comply with Section 2 Scope of Services of this RFP. This is the base bid for the and shall a part, not totally all of the consideration in the selection of the successful contractor:

Monthly cost per site _____ x 8 = Total monthly costs for all sites _____
Totally monthly costs all sites _____ x 12 (months) = Total annual costs for all sites _____

Signature of Authorized Representative

Name/Title of Authorized Representative

Date

Attachment A
General Conditions and any Special Conditions
The following conditions shall apply to any contract resulting from this RFP:

Termination for Convenience. The County shall have the right to terminate this contract at its convenience, with or without cause, by specifying the date of termination in a written notice. In this event, the Contractor shall be entitled to just and equitable compensation for any satisfactory work completed. All work produced shall become the property of the County.

Assignment of Interest. The Contractor shall not assign any interest in the resulting contract and shall not transfer any interest in the same without prior written consent of the County which the County shall be under no obligation to grant.

Binding Effect. The terms, provisions, covenants and conditions contained in any resulting contract shall apply to, insure to the benefit of, and be binding upon the parties hereto and upon their respective heirs, legal representatives, successors, and permitted assigns except as otherwise expressly provided.

Governing Law. The laws of the Commonwealth of Virginia shall govern this contract and all litigation to enforce any provision of the contract shall be brought in the Courts of Sussex County, Virginia.

Worker's Compensation Insurance shall be in compliance with all states in which Contractor does business, including coverage B Employer's liabilities in not less than the following amounts:

Bodily Injury by accident, \$100,000 for each accident;

Bodily injury by disease, \$500,000 policy limit;

Bodily Injury by disease, \$100,000 for each employee.

Public Liability Insurance in amount not less than \$1,000,000 for any occurrence involving bodily injury, and not less than \$1,000,000 for any occurrence involving property damage. This coverage shall include contractual liability, broad form property damage, independent contractors, and personal injury.

Automobile liability insurance in an amount not less than \$500,000 combined single limit bodily injury and property damage. This coverage shall include liability for the use of hired and non-owned vehicles.

The insurance specified herein shall name the County of Amelia as additional insured with regard to work performed under any subsequent contract. The policy(ies) shall provide that the County is to receive written notice by certified mail, sixty (60) days in advance of cancellation or alteration of the policy(ies). Contractor shall provide the County with copies of certification of insurance coverage and proof of payment of all premiums.

Ethics in Public Contracting. Contractor hereby certifies that it has familiarized itself with Article 6 of Title 2.2 of the Virginia Public Procurement Act (Va. Code §2.2-4367 et seq.), and that all amounts received by it, pursuant to this procurement, are proper and in accordance therewith.

Partial Invalidity. Neither any payment for, nor acceptance of, the whole or any part of the services by the County, nor any extension of time, shall operate as a waiver of any provision of this contract, nor of any power herein reserved to the County, or any right to damages herein provided, nor shall any waiver of any breach of any contract be held to be a waiver of any other or subsequent breach. Failure of the County to require compliance with any term or condition of any contract shall neither be deemed a waiver of such term or condition nor a waiver of the subsequent enforcement thereof.

Indemnity. The Contractor shall indemnify and hold harmless the County of Amelia and its officers and employees, against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the work described herein, provided that any such claims, damages, losses or expenses (1) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from, and (2) are caused in whole or in part by any negligent acts or omissions of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them, regardless of whether or not it is caused in part by a party indemnified hereunder. This indemnification clause shall apply to the fullest extent permitted by law. The County is not permitted under Virginia law to provide a similar blanket indemnification to the Contractor, and any proposal including such a requirement may be deemed non-conforming.

Subcontractors and Assignments. The Contractor shall not sublet or assign this contract or any portion thereof without the prior written consent of the County. In seeking consent for any subcontract or assignment, the Contractor shall furnish all information required by the County to permit the County to ascertain the qualifications of the proposed Subcontractor to perform the work, and the Contractor shall submit a copy of the subcontract to the County for approval. The subcontract shall incorporate by reference all provisions and conditions of this contract.

The County approval of a Subcontractor shall not relieve the Contractor of any of its responsibilities, duties or liabilities hereunder. The Contractor shall continue to be responsible to the County for performance of the Subcontractor and the Subcontractor, for all purposes, shall be deemed to be an agent or employee of the Contractor. Nothing in the contract resulting from this RFP or any subcontract shall create any contractual relationship between any Subcontractor and the County .Examination of Records. The Contractor agrees that the County of Amelia or any duly authorized representatives shall, until the expiration of three (3) years after final payment hereunder, have access to and the right to examine any and copy any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to any Contract resulting from this RFP. The period of access provided in this paragraph for records, books, documents, and papers and software which may be related to any arbitration, litigation, or the settlement of claims arising out of the performance of any subsequent contract or any subsequent Contracts with vendors shall continue until disposition of any appeals, arbitration, litigation, or claims.

Attorney Fees. In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, each party shall be responsible for its own attorney fees.

Contractual Disputes. Contractual claims, whether for money or other relief, shall be submitted by Contractor in writing no later than sixty days after final payment; however, written notice of Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. The Owner shall consider the claim, and shall make a written determination as to the claim within forty-five days after receipt of the claim. Such decision shall be final and conclusive unless Contractor appeals within six months of the date of the final decision by instituting legal action as provided in Section 2.2-4364 of the Code of Virginia.

Payment of Subcontractors. Contractor agrees to take one of the two following actions within seven days after receipt of amounts paid to Contractor under this contract for work performed by a subcontractor under this contract:

- (a) Pay the subcontractor for the proportionate share of the total payment received by Contractor attributable to the work performed by the subcontractor under this contract, or

Notify the Owner (Locality, Commission, Board, Authority, etc.) and the subcontractor, in writing, of Contractor's intention to withhold all or part of the subcontractor's payment with the reason for nonpayment.

Contractor shall pay interest to subcontractors on all amounts owed by Contractor that remain unpaid more than seven days following receipt by Contractor of payment for work performed by subcontractors under this contract, except for amounts withheld as allowed in (b) above. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month. The interest charge shall not be deemed an obligation of the Owner, and a cost reimbursement claim may not include any amount for reimbursement for such interest charge.

Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tiered subcontractor.

Nondiscrimination. During the performance of this contract, the contractor agrees:

- (a) not to discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment except where there bona fide occupational qualification reasonably necessary to the normal operation of the contractor. Notices setting forth the above language shall be posted in conspicuous places, available to employees and applicants for employment.
- (b) The Contractor, in all solicitations or advertisements for employees placed by or on the Contractor's behalf, will state that such contractor is an equal opportunity employer.
- (c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the above requirements.
- (d) The Contractor will include the provisions of 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.

Drug-Free Workplace. During the performance of this contract, Contractor agrees to:

- (a) provide a drug-free workplace for Contractor's employees;
- (b) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(c) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and

(d) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

during the performance of this contract for goods or services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

Compliance with state law; foreign and domestic businesses authorized to transact business in the Commonwealth; provision of SCC Identification Number.

Contractor, whether organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Contractor shall provide the County with its State Corporation Commission Identification Number.

If Contractor is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law, Contractor shall provide the County with a statement describing why it is not required to be so authorized.

Failure to comply with provision shall result in the Contractor not receiving an award of this Agreement unless a waiver of this requirement is granted by the County Administrator. Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of this Agreement, and such failure to comply with this provision may result in the County voiding this Agreement as authorized by Section 2.2-4311.2 of the Code of Virginia.

SECTION 3
PROPOSAL SUBMISSION FORM
County of Sussex Convenience Sites
Site Monitoring and Management

1. COMPANY NAME United American Security, LLC DBA GardaWorld Security Services-US

2. ADDRESS (Home Office, invoice remittance) (Office)1221 Mall Drive Suite 204 Richmond, VA 23235
INVOICE REMITTANCE- PO Box 843886 Kansas City, MO 64184-3886

3. CONTACT NUMBER (Office and Cell)
804-464-1006

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

Pricing to comply with Section 2 Scope of Services of this RFP. This is the base bid for the and shall a part, not totally all of the consideration in the selection of the successful contractor:

Monthly cost per site \$4,175.04 x 8 = Total monthly costs for all sites \$33,400.29
Totally monthly costs all sites \$33,400.29 x 12 (months) = Total annual costs for all sites \$400,803.52



Signature of Authorized Representative

Jill B Jones / Manager Security Services
Name/Title of Authorized Representative

08/10/2021
Date

SECTION 3 PROPOSAL SUBMISSION FORM

County of Sussex Convenience Sites Site Monitoring and Management

1. COMPANY NAME Red Coats Inc. DBA Admiral Security Services

2. ADDRESS (Home Office, invoice remittance) Corp. Office: 4520 East West Hwy., Suite 200, Bethesda, MD 20814. Invoice remittance address: P.O. Box 79776, Baltimore, MD 21279-0776

3. CONTACT NUMBER (Office and Cell)
Chester Wright, Senior Regional Manager – O: 757-455-9800 C: 757-477-2279

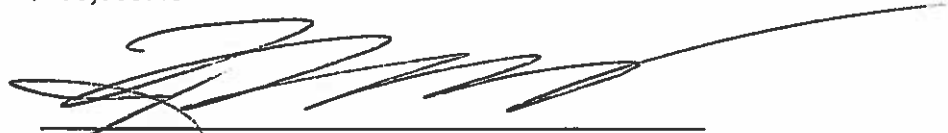
PROPOSAL PRICES. Fixed prices for all requirements identified in Section 2 Scope of Services and Specifications. Pricing submitted in this portion must be fully inclusive of all anticipated costs of the RFP and shall include all costs for management, supervision, labor, and material associated with the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

3 Pricing to comply with Section 2 Scope of Services of this RFP. This is the base bid for the and shall a part, not totally all of the consideration in the selection of the successful contractor:

Monthly cost per site \$4861.13 x 8 = Total monthly costs for all sites \$38,889.04

Totally monthly costs all sites \$38,889.04 x 12 (months) = Total annual costs for all sites

\$466,668.48



Signature of Authorized Representative

Joe Maslanka, Division Vice President

Name/Title of Authorized Representative

August 3, 2021

Date

BOARD ACTION FORM

Agenda Item: Action Item #6.05

Subject: Virginia Diner Performance Agreement

Board Meeting Date: September 16 2021

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Summary: Attached for your review and consideration is a performance agreement with the Virginia Diner for a Governor’s Agriculture and Forestry Industries Development Fund (AFID) grant through the Virginia Department of Agriculture and Consumer Services for \$100,000. In return for the Virginia Diner meeting capital investment and employment measures for its recently announced warehouse/office expansion project, Sussex County agrees to provide \$70,000 as a cash grant over the next four years, and to complete \$30,000 in drainage improvements adjacent to Virginia Diner facilities. The County Attorney has reviewed this document and has proposed some minor non-substantive changes for state review.

Recommendation: Staff recommends adoption of the performance agreement with the Virginia Diner.

Attachment: Governor’s Agriculture & Forestry Industries Development Fund Performance Agreement

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REQUESTED ACTION: That the Sussex County Board of Supervisors hereby adopts the performance agreement with the Virginia Diner.

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

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

GOVERNOR’S AGRICULTURE & FORESTRY INDUSTRIES DEVELOPMENT FUND
PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** (the “Agreement”) made and entered into this ____ day of _____, 2021, by and among the **COUNTY OF SUSSEX, VIRGINIA** (the “Locality”) a political subdivision of the Commonwealth of Virginia (the “Commonwealth”), and **THE GERARD GROUP, INC. DBA VIRGINIA DINER** (the “Company”), a Corporation authorized to transact business in the Commonwealth, and the **INDUSTRIAL DEVELOPMENT AUTHORITY OF THE COUNTY OF SUSSEX** (the “Authority”), a political subdivision of the Commonwealth.

WITNESSETH:

WHEREAS, the Locality has been awarded a grant of and expects to receive \$100,000 from the Governor’s Agriculture & Forestry Industries Development Fund (an “AFID Grant”) through the Virginia Department of Agriculture and Consumer Services (“VDACS”) for the purpose of inducing the Company to expand and operate an agriculture and/or forestry processing/value-added facility using Virginia-grown products in the Locality (the “Facility”), thereby making a significant Capital Investment, as hereinafter defined, creating a significant number of New Jobs and New Full-Time Equivalent Positions (FTEs), as hereinafter defined; and using a significant amount of Virginia-Grown Agricultural and Forestal Products, as such capitalized items are hereinafter defined.

WHEREAS, the Locality is willing to provide the funds to the Authority with the expectation that the Authority will provide the funds to or for the use of the Company, provided that the Company promises to meet certain criteria relating to Capital Investment, New Jobs and FTEs, and use of Virginia-Grown Agricultural and Forestal Products;

WHEREAS, the Locality, the Authority and the Company desire to set forth their understanding and agreement as to the payout of the AFID Grant, the use of the AFID Grant proceeds, the obligations of the Company regarding Capital Investment, New Job creation, use of Virginia-Grown Agricultural and Forestal Products, and the repayment by the Company of all or part of the AFID Grant under certain circumstances;

WHEREAS, the expansion and operation of the Facility will entail taxable capital expenditures by or on behalf of the Company of approximately \$4,547,446, of which approximately \$442,000 will be invested in machinery and tools, approximately \$3,945,446 will be invested in the construction and/or improvement of a building and site, and approximately \$160,000 will be invested in furniture, fixtures and business personal property;

WHEREAS, the expansion and operation of the Facility will further entail the creation of 2 New Jobs and 14 New FTEs at the Facility;

WHEREAS, the expansion and operation of the Facility will further lead to the use of Virginia-Grown Agricultural and Forestal Products in the following amount: \$702,080 (or 763,400 pounds); and

WHEREAS, the stimulation of the additional tax revenue and economic activity to be generated by the Capital Investment, New Jobs, and use of Virginia-Grown Agricultural and Forestal Products constitutes a valid public purpose for the expenditure of public funds and is the animating purpose for the AFID Grant:

NOW, THEREFORE, in consideration of the foregoing, the mutual benefits, promises and undertakings of the parties to this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows.

Section 1. Definitions.

For the purposes of this Agreement, the following terms shall have the following definitions:

“Capital Investment” means a capital expenditure by or on behalf of the Company in taxable real property, taxable tangible personal property, or both the Capital Investment must be in addition to the capital improvements at the Facility as of the date of the Grant Award Date: July 27, 2021. A capital expenditure related to a leasehold interest in real property will be considered to be made “on behalf of the Company” if a lease between a developer and the Company is a capital lease, or is an operating lease having a term of at least ten years, and the real property would not have been constructed or improved but for the Company’s interest in leasing some or all of the real property. Only the capital expenditures allocated to the portion of the real property to be leased by the Company will count as “Capital Investment.” The purchase or lease of furniture, fixtures, machinery and equipment, including under an operating lease, and expected building up-fit and tenant improvements by or on behalf of the Company will qualify as Capital Investment.

“Grant Award Date” means July 27, 2021. This is the date from which progress towards the achievement of all Targets begins. Progress towards achievement of Targets before this date will not be counted, unless such progress is approved in writing by VDACS, in consultation with the Locality and Authority.

“Maintain” means that the New Jobs and FTEs created pursuant to the AFID Grant will continue without interruption from the date of creation through the Performance Date. Positions for the New Jobs and FTEs will be treated as Maintained during periods in which such positions are not filled due to (i) temporary reductions in the Company’s employment levels (so long as there is active recruitment for open positions), (ii) strikes and (iii) other temporary work stoppages.

“New Job” means new permanent full-time employment of an indefinite duration at the Facility for which the standard fringe benefits are paid by the Company for the employee, and for which the Company pays an average annual wage of at least \$57,500. Average annual wage means the average annual salary of full-time positions at the Facility determined by dividing total payroll

(of a type included in W-2 compensation) provided to full-time positions at the Facility by the number of full-time positions at the Facility. Each New Job must require a minimum of either (i) 35 hours of an employee's time per week for the entire normal year of the Company's operations, which "normal year" must consist of at least 48 weeks, or (ii) 1,680 hours per year. Seasonal or temporary positions, positions created when a job function is shifted from an existing location in the Commonwealth, and positions with construction contractors, vendors, suppliers and similar multiplier or spin-off jobs shall not qualify as New Jobs. The New Jobs must be in addition to the 16 full-time jobs at the Facility as of July 27, 2021 which in 2021 paid an average annual wage of \$_____. Net new jobs in the Commonwealth for contractors or employees of contractors who provide dedicated full-time service to the Company may count as New Jobs, even though the Company is not directly paying the wages or providing the fringe benefits, if the other conditions set forth in this paragraph have been satisfied.

New Full-Time Equivalent Positions (FTEs), are part-time and seasonal positions created by the project on a predictable, annual basis, which do not meet the definition of New Job, and for which the Company pays an average annual wage of at least \$22,000. For the purposes of the AFID Grant, these positions should be converted into New Full-Time Equivalent Positions (FTEs), based on one FTE equaling 2,000 hours per year. The New FTEs must be in addition to the 30 existing Full-Time Equivalent positions at the Facility as of July 27, 2021 which in 2021 paid an average annual wage of \$_____.

"Performance Date" means September 30, 2025. If the Locality, in consultation with the Authority and VDACS, deems that good faith and reasonable efforts have been made and are being made by the Company to achieve the Targets, the Locality may agree to extend the Performance Date by up to 15 months. If the Performance Date is extended, the Locality shall send written notice of the extension to the Authority, the Company and the Secretary of Agriculture and Forestry and the date to which the Performance Date has been extended shall be the "Performance Date" for the purposes of this Agreement.

"Targets" means the Company's obligations to make Capital Investments at the Facility of at least \$4,547,446, to create and Maintain at least 2 New Jobs at an average annual wage of \$57,500 and 14 FTEs at an average annual wage of \$22,000 at the Facility, and to use at least \$702,080 (or 763,400 pounds) of net new Virginia-Grown Agricultural and Forestal Products as defined in Appendix A, all as of the Performance Date.

"Virginia Code" means the Code of Virginia of 1950, as amended.

"Virginia-Grown Agricultural and Forestal Products" means crops, livestock, and livestock products, including field crops, fruits, vegetables, horticultural specialties, cattle, sheep, hogs, goats, horses, poultry, fur-bearing animals, milk, eggs, aquaculture, commercially harvested wild fish, commercially harvested wild shellfish, and furs, as well as, timber, pulpwood, posts, firewood, Christmas trees, and other tree and wood products for sale or for farm use, which are grown or produced in Virginia for commercial purposes and to which the Company adds value to at the Facility. The use of Virginia-Grown Agricultural and Forestal Products at the Facility must be in addition to the annual usage of these products in the year preceding the Grant Award Date.

Section 2. Targets.

The Company will develop and operate the Facility in the Locality, make a Capital Investment of at least \$4,547,446, create and Maintain at least 2 New Jobs at an average annual wage of \$57,500 and 14 FTEs at an average annual wage of \$22,000, and use: \$702,080 (or 763,400 pounds) of net new Virginia-Grown Agricultural and Forestal Products (see Appendix A), at the Facility, all as of the Performance Date. If the dollar amount of new purchases of Virginia-Grown Agricultural and Forestal Products is not met, the Company can still achieve the purchase target by demonstrating they substantively achieved the same volume of Virginia-Grown Agricultural and Forestal Products they proposed in Appendix A.

The average annual wage of the New Jobs will be at least \$57,500.

The average annual wage of FTEs will be at least \$22,000.

The average prevailing wage in the locality in July 2021 is \$36,497.

Section 3. Disbursement of AFID Grant.

The Company will use the AFID Grant proceeds to make building improvements, as permitted by Section 3.2-304(C) of the Virginia Code. The AFID Grant proceeds shall remain with VDACS and shall be disbursed in payments as follows:

First Payment: By execution and delivery of this Agreement, the Locality requests that the first half of the AFID Grant be disbursed to it. VDACS will promptly arrange for the payment of \$50,000 of the AFID Grant to the Locality. Within 30 days of its receipt of the AFID Grant proceeds, the Locality will disburse the AFID Grant proceeds to the Authority. Within 30 days of its receipt of the AFID Grant proceeds, the Authority will disburse the AFID Grant proceeds to the Company.

Second Payment: The Company will be eligible for the remaining \$50,000 of the \$100,000 AFID Grant following submission of the Company's fourth and final annual progress report, as required in Section 6 of this Agreement, that demonstrates to the satisfaction of the Locality, the Authority, and VDACS that it has made a Capital Investment of \$4,547,446, created and Maintained at least two (2) New Jobs and fourteen (14) FTEs, and purchased \$702,080 (or 763,400 pounds) of Virginia-grown agricultural and forestal products (see Appendix A). Such evidence will be subject to verification by the Locality, the Authority, and VDACS. Within 30 days of the verification, VDACS will disburse the remaining AFID Grant proceeds to the Locality. Within 30 days of its receipt of such AFID Grant proceeds, the Locality will disburse such AFID Grant proceeds to the Authority. Within 30 days of its receipt of such AFID Grant proceeds, the Authority will disburse such AFID Grant proceeds to the Company.

If the Company should fail to achieve the conditions required for the *Second Payment* the the Company shall receive a partial payment based on its achievement of the Targets. The amount of the *Second Payment* shall be determined by VDACS after the Performance Date and the submission of an annual report, as required in Section 6 of this Agreement, and will determine what proportion of the

total \$100,000 Award will be paid. For purposes of determining the amount of the total payment, the AFID Grant is to be allocated as \$33,333 (33%) for the Company’s Capital Investment Target, \$33,333 (33%) for its Maintain New Jobs Target, and \$33,334 (33%) for its purchase of Virginia-grown agricultural and forestal products Target. If the Company has met at least ninety percent (90%) of each of the three Targets at the Performance Date, the Company is eligible for the entire \$100,000 AFID Grant. If the Company has not met at least ninety percent (90%) of each of its three Targets at the Performance Date, the *Second Payment* will be reduced so that the amount paid of the AFID Grant is proportional to the Target or Targets for which there is a shortfall. For example, if at the Performance Date there is a twenty-five percent (25%) shortfall on each Target so that achievement of the Capital Investment is only \$3,410,584.50, only one (1) New Job and eleven (11) FTEs have been created and Maintained, and only \$526,560 (or 572,550 pounds) of Virginia-grown agricultural and forestal products have been purchased, the *Second Payment* will be reduced so that the aggregate amount paid, including the *First Payment*, equals twenty-five percent (75%) of the moneys allocated to the Capital Investment Target (\$25,000), twenty-five percent (75%) of the moneys allocated to the New Jobs Target (\$25,000), and twenty-five percent (75%) of the moneys allocated to the purchase of Virginia-grown agricultural and forestal products Target (\$25,000).

If the Company received the *First Payment* and if the calculation of the *Second Payment* described above indicates that Company is due to receive less total award money than it was awarded in the *Second Payment*, then the Company shall repay the difference to the Authority as described in Section 5(b) below.

Section 4. Break-Even Point; State and Local Government Incentives.

(a) *State-Level Incentives:* VDACS has estimated that the Commonwealth will reach its “break-even point” by the Performance Date. The break-even point compares new revenues realized as a result of the Capital Investment and New Jobs at the Facility with the Commonwealth’s expenditures on incentives, including but not limited to the AFID Grant. With regard to the Facility, the Commonwealth expects to provide incentives in the following amounts:

<u>Category of Incentive:</u>	<u>Total Amount</u>
AFID Grant	\$100,000

The proceeds of the AFID Grant shall be used for the purposes described in Section 3.

(b) *Local-Level Incentives:* The Locality expects to provide the following incentives, as matching grants or otherwise, for the Facility by the Performance Date:

<u>Category of Incentive:</u>	<u>Total Amount</u>
Local Cash Grant	\$70,000
Local Site Improvements	\$30,000

If, by the Performance Date, the funds disbursed or committed to be disbursed by the Locality to the Company total less than the \$100,000 AFID Grant awarded to the Company, minus any AFID funds to be repaid under Section 7(b), the Locality, subject to appropriation, will make an additional grant to the Company of the difference at the Performance Date.

The proceeds of the Locality's Local Cash Grant may be used by the Company for any lawful purpose.

(c) **Other Incentives:** This Agreement relates solely to the AFID Grant. The qualification for, and payment of, all State-Level Incentives and Locality-Level Incentives, except for the AFID Grant, will be governed by separate arrangements between the Company and the entities offering the other incentives.

Section 5. Company Reporting.

The Company shall provide, at the Company's expense, detailed verification reasonably satisfactory to the Locality, the Authority and VDACS of the Company's progress on the Targets. Such progress reports will be provided annually, using a form provided by VDACS, starting September 30, 2022, and at such other times as the Locality, the Authority or VDACS may reasonably require. The first progress report will cover the period from July 27, 2021 to September 30, 2022, the second progress report will cover the period from October 1, 2022 to September 30, 2023, the third progress report will cover the period from October 1, 2023 to September 30, 2024 and the fourth and final progress report will cover the period from October 1, 2024 to September 30, 2025.

With each progress report, the Company shall report to VDACS (i) the amount of taxable expenditures made at the facility for this project, (ii) the number of New Jobs and FTEs created and Maintained during the reporting period, (iii) the amount purchased and the purchase price paid by the Company, or the fair market value of the Virginia-Grown Agricultural or Forestal Products utilized, through the prior year. VDACS has represented to the Company that it considers such information to be confidential proprietary information that is exempt from public disclosure under the Freedom of Information Act and that such information will be used by VDACS solely in calculating aggregate return on invested capital expenditures, New Jobs and FTEs created and Maintained, and use of Virginia-Grown Agricultural or Forestal Products for purposes of gauging the overall effectiveness of economic development incentives.

The Locality and Company agree to retain all books, records, data and other documents relative to this agreement for a period of three (3) years after the end of this agreement, or until audited by the Commonwealth of Virginia, whichever is sooner. VDACS and its authorized agents, and/or state auditors (both the Auditor of Public Accounts and/or VDACS Internal Auditor) shall have full access to and the right to examine any of said materials and records relating to this agreement during this period.

Section 6. Verification of Targets.

(a) *Verification of Capital Investment:* The Company must submit copies of fixed assets reports, business personal property tax filings, personal property tax assessment invoices, and real estate tax assessment invoices. The Company hereby authorizes the Locality, including the Locality's Commissioner of the Revenue and Treasurer, to release to VDACS the Company's real estate tax, business personal property tax and machinery and tools tax information. Such information shall be marked and considered confidential and proprietary and shall be used by

VDACS solely for verifying satisfaction of the Capital Investment Target. If the Locality, the Office of the Commissioner of the Revenue or the Office of the Treasurer should require additional documentation or consents from the Company to access such information, the Company shall promptly provide, at the Company's expense, such additional documentation or consents as the Locality, the Authority, or VDACS may request. If the Company wishes to count as Capital Investments the capital expenditures made on its behalf by a lessor or a developer of the Facility, the Company is responsible for assembling and distributing the documentation necessary to verify the capital expenditures made on behalf of the Company.

In addition to the verification data described above, in the sole discretion of the Locality, the Authority, or VDACS, the Locality, the Authority, or VDACS, may each require such other documentation, including invoices, or audits as may be required to properly verify the Capital Investment.

(b) *Verification of New Jobs, FTEs and Wages:* VDACS will verify New Jobs, FTEs, and wages through the Virginia Employment Commission (VEC). If requested by VDACS, the Company shall provide to VDACS copies of the Company's Employer Quarterly Tax Report (Form FC 20) filings with VEC covering the period from the date of this Agreement through the Performance Date. The forms shall be marked and considered confidential and proprietary and shall be used by VDACS solely for verifying satisfaction of the New Jobs and FTEs Target. In accordance with the Virginia Code Section 60.2-114, VDACS is entitled to receive the Company's employment level and wage from the Virginia Employment Commission. If the Company wishes to count as New Jobs the employees of contractors, to the extent permitted in the definition of "New Jobs" in Section 1, the Company is responsible for assembling and distributing the documentation necessary to verify such New Jobs, including whether such jobs are net New Jobs in the Commonwealth. For verification of FTEs, the company is responsible for assembling and distributing the documentation necessary to verify such positions, including individuals names, hours worked, and salaries.

The Company agrees that it will report to VDACS with respect to its employees at a facility-level, rather than at the company-level.

In addition to the verification data described above, in the sole discretion of the Locality, the Authority, or VDACS, the Locality, the Authority or VDACS, may each require such other documentation or audits as may be required to properly verify the New Jobs and FTEs.

(c) *Verification of use of Virginia-Grown Agricultural and Forestal Products:* The Company must provide to VDACS an accounting system generated report of the amount of Virginia-Grown Agricultural and Forestal Products purchased or used, including the purchase price paid by the Company, or the fair market value of the Virginia-Grown Agricultural or Forestal Products utilized, through the prior year. If the Company wishes to count as used the Virginia-Grown Agricultural and Forestal Products that is not directly purchasing or using, but is instead purchasing from another company which is making the Virginia-Grown Agricultural and Forestal Products, the Company is responsible for assembling and distributing the documentation necessary to verify these purchases.

In addition to the verification data described above, in the sole discretion of the Locality, the Authority, or VDACS, the Locality, the Authority, or VDACS, may each require such other documentation, including invoices, or audits as may be required to properly verify the use of Virginia-Grown Agricultural and Forestal Products.

Section 7. Repayment Obligation.

(a) *Determination of Inability to Comply:* If the Locality or VDACS determines at any time before the Performance Date (a “Determination Date”) that the Company is unable or unwilling to meet and Maintain at least fifty (50) percent of its Targets by and through the Performance Date (i.e., by making a Capital Investment of at least \$2,273,723 at the Facility, to creating and Maintaining at least 1 New Jobs and 7FTEs at the Facility, or purchasing at least \$351,040 of Virginia-Grown Agricultural and Forestal Products by the Performance Date), and if the Locality or VDACS have notified the Company of such determination, the entire AFID Grant must be repaid by the Company to the Authority. Such a determination by the Locality or VDACS will be based on such circumstances as a written acknowledgement by the company, a filing by or on behalf of the Company under Chapter 7 of the U.S. Bankruptcy Code, the liquidation of the Company, an abandonment of the Facility by the Company or other similar significant event that demonstrates the Company will be unable or is unwilling to satisfy the Targets for the AFID Grant.

(b) *Repayment of AFID Grant:* For purposes of repayment, the AFID Grant is to be allocated as \$33,333 (33%) for the Company’s Capital Investment Target, \$33,333 (33%) for its New Jobs and FTEs Target, and \$33,333 (33%) for the Virginia-Grown Agricultural and Forestal Products Target. If the Company has met at least ninety percent (90%) of each of the three Targets at the Performance Date, then and thereafter the Company is no longer obligated to repay any portion of the AFID Grant. If the Company has not met at least ninety percent (90%) of each of the three of its Targets at the Performance Date, the Company shall repay to the Authority that part of the AFID Grant that is proportional to the Target or Targets for which there is a shortfall. For example, if at the Performance Date, if the Company meets seventy-five percent (75%) of each performance target, the Company shall repay to the Authority twenty-five percent (25%) of the moneys allocated to the Capital Investment Target (\$8,333) plus, twenty-five percent (25%) of the moneys allocated to the New Jobs and FTEs Target (\$8,333), and plus twenty-five percent (25%) of the moneys allocated to the purchase of Virginia-Grown Agricultural and Forestal Products Target (\$8,333).

(c) *Repayment:* The Company shall be liable for any repayment of all or a portion of the AFID Grant, as described in this Section 7. ***Such repayment shall be due from the Company to the Authority within ninety days of the Performance Date or the Determination Date, as applicable.*** Any moneys repaid by the Company to the Authority hereunder shall be repaid by the Authority to the Locality and shall be repaid by the Locality promptly to VDACS for redeposit into the AFID fund. The Locality and the Authority shall use their best efforts to recover all such funds, including legal action for breach of this Agreement. The Locality shall assume primary responsibility for filing and prosecuting any such legal action, and the Authority shall cooperate with the Locality’s efforts. Neither the Locality nor the Authority shall have any responsibility for the repayment of any sums hereunder unless said sums have been received by the Authority from the Company.

(d) *Failure to Repay:* If the Company fails to repay AFID funds following a determination of its liability for repayment pursuant to this Section 7, VDACS may determine that further collection action is required and may refer the matter to the Office of the Attorney General (the "OAG") for collection pursuant to Section 2.2-518 of the Virginia Code. In such event, by their signatures below, the Locality and the Authority will be deemed to have assigned to the Commonwealth all of their rights, title and interest in and to this Section 7. In any matter referred to the OAG for collection, the Company shall be liable to pay interest, administrative charges, attorney fees and other applicable fees. Interest on any outstanding repayment referred to the OAG shall accrue at the rate set forth in Section 6.2-301 A. of the Virginia Code (currently 6.0% per year) for the period from the Performance Date or the Determination Date, as applicable, until paid.

Section 8. Notices.

Formal notices and communications between the Parties shall be given either by (i) personal service, (ii) delivery by a reputable document delivery service that provides a receipt showing date and time of delivery, (iii) mailing utilizing a certified or first class mail postage prepaid service of the United States Postal Service that provides a receipt showing date and time of delivery, or (iv) delivery by facsimile or electronic mail (email) with transmittal confirmation and confirmation of delivery, addressed as noted below. Notices and communications personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notices and communications mailed shall be deemed effective on the second business day following deposit in the United States mail. Notices and communications delivered by facsimile or email shall be deemed effective the next business day, not less than 24 hours, following the date of transmittal and confirmation of delivery to the intended recipient. Such written notices and communications shall be addressed to:

if to the Company, to:

Facsimile: _____

Email: _____

Attention: _____

with a copy to:

Facsimile: _____

Email: _____

Attention: _____

if to the Locality, to:

with a copy to:

Facsimile: _____
Email: _____
Attention: _____

Facsimile: _____
Email: _____
Attention: _____

if to the Authority, to:

with a copy to:

Facsimile: _____
Email: _____
Attention: _____

Facsimile: _____
Email: _____
Attention: _____

if to VDACS, to:

with a copy to:

Secretary of Agriculture and Forestry
Office of Governor
Commonwealth of Virginia
1111 East Broad Street
Richmond, Virginia 23219
Attention: AFID

Chauntele D. Taylor
AFID Compliance Coordinator
Va Dept. of Agriculture & Consumer
Services
102 Governor St., Room 353
Richmond, Virginia 23219
Attention: AFID

Section 9. Miscellaneous.

(a) *Entire Agreement; Amendments:* This Agreement constitutes the entire agreement among the parties hereto as to the AFID Grant and may not be amended or modified, except in writing, signed by each of the parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The Company may not assign its rights and obligations under this Agreement without the prior written consent of the Locality, the Authority and the Secretary of Agriculture and Forestry (Secretary).

(b) *Governing Law; Venue:* This Agreement is made, and is intended to be performed, in the Commonwealth and shall be construed and enforced by the laws of the Commonwealth. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Circuit Court of the Locality and such litigation shall be brought only in such court.

(c) *Counterparts:* This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall be one and the same instrument.

(d) *Severability:* If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

(e) *Attorney's Fees:* Except as provided in Section 7, attorney's fees shall be paid by the party incurring such fees.

(f) *Interpretation of Language:* Any potential dispute in language shall be determined by VDACS or the Secretary. For any terms which any party to the Agreement might seek interpretation, the party or parties seeking interpretation must write VDACS or the Secretary describing the need for interpretation and any related context, factual or legal, which the party believes will aid the interpretation. When seeking interpretation, parties must notify all other parties to the Agreement of any interpretation request. Requests must indicate whether the other parties consent to the interpretation request. Parties that do not consent to requests may write their own requests for interpretation. All parties shall cooperate with the efforts made by VDACS and the Secretary in making any interpretations and such interpretations shall be conclusive and binding upon all parties to the Agreement.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Performance Agreement as of the date first written above.

COUNTY OF SUSSEX, VIRGINIA

By _____
Name: _____
Title: _____
Date: _____

**INDUSTRIAL DEVELOPMENT
AUTHORITY OF THE COUNTY OF
SUSSEX, VIRGINIA**

By _____
Name: _____
Title: _____
Date: _____

**THE GERARD GROUP, INC. DBA
VIRGINIA DINER**

By _____
Name: _____
Title: _____
Date: _____

APPENDIX A

Purchases of Virginia-Grown Agricultural and Forestal Products:

PROJECTED AGRICULTURE PURCHASES												
	Current \$ Value	Current Volume	YEAR 1 \$ Value	YEAR 1 Volume	YEAR 2 \$ Value	YEAR 2 Volume	YEAR 3 \$ Value	YEAR 3 Volume	YEAR 4 \$ Value	YEAR 4 Volume	Net New \$ Value	Net New Volume
Total of all Ag & Forest Products Purchase	\$634,040	704,000	\$821,360	948,000	\$943,000	1,010,000	\$1,004,000	1,075,000	1,102,400	1,180,000	\$1,334,600	1,397,000
Super XL Peanuts (FL)	\$600,600	660,000	\$360,360	396,000							-\$2,042,040	(2,244,000)
XL Peanuts (FL)	\$33,440	44,000									-\$133,760	(176,000)
Super XL Peanuts			\$57,200	44,000	\$735,000	750,000	\$784,000	800,000	862,400	880,000	\$2,438,600	2,474,000
XL Peanuts			\$289,400	332,000	\$208,000	260,000	\$220,000	275,000	240,000	300,000	\$957,400	1,167,000
Jumbo Runner Peanuts			\$114,400	176,000							\$114,400	176,000
Total Virginia Ag & Forest Products Purchase	\$0	-	\$461,000	552,000	\$943,000	1,010,000	\$1,004,000	1,075,000	1,102,400	1,180,000	\$3,510,400	3,817,000
Super XL Peanuts			\$57,200	44,000	\$735,000	750,000	\$784,000	800,000	862,400	880,000	\$2,438,600	2,474,000
XL Peanuts			\$289,400	332,000	\$208,000	260,000	\$220,000	275,000	240,000	300,000	\$957,400	1,167,000
Jumbo Runner Peanuts			\$114,400	176,000							\$114,400	176,000
Percentage of Purchases from Virginia			56%	58%	100%	100%	100%	100%	100%	100%	100%	100%
Estimated Total Purchases Representing Virginia-grown Peanuts*			\$92,200	110,400	\$188,600	202,000	\$200,800	215,000	\$220,480	236,000	\$702,080	763,400

*Estimated Total Purchases Representing Virginia-grown Peanuts calculated at 20% of total purchases, an assumption based on estimated Virginia sourcing of Virginia sheller supplying company

BOARD ACTION FORM

Agenda Item: Action Item #6.06

Subject: Crater Regional Workforce Development Board Disallowed Costs

Board Meeting Date: September 16 2021

=====

Summary: Attached for your review and consideration is a letter from Crater Regional Workforce Development Board (WDB) Attorney Jay C. Paul requesting payment of \$1,819 from Sussex County for its calculated portion of \$28,420 in disallowed costs incurred by the WDB (note that the letter was sent to an incorrect email address and therefore not brought to the Board of Supervisors attention at the August board meeting).

These disallowed costs identified by the State are associated with training provided by Cherry Creek Services in FY2016-17. According to an associated email, all local governments in the region have paid their portion of this cost, with the exception of Petersburg which is pending.

Staff will defer to Supervisor Fly, who has been a long-time WDB member, on recommended action.

Recommendation: None

Attachment: Letter Jay C Paul, Attorney at Law, PLLC, August 2, 2021

=====

REQUESTED ACTION:

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

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

JAY C PAUL

Attorney at Law, PLLC

August 2, 2021

Via email: fliesussexva.com

Hon. C. Eric Fly, Sr.
Office of the Mayor
38411 Rocky Hock Road
Wakefield, VA 23888

Dear Mr. Fly:

I write to you on behalf of the Crater Regional Workforce Development Board ("CRWDB") regarding the disallowed cost of \$28,420.00 paid to E. Pendleton Construction by the CRWDB for training services provided by Cherry Creek Services ("Cherry Creek") in FY16-17. The costs were disallowed because Cherry Creek was deemed to be an ineligible vendor for training services.

My understanding is that your locality does not intend to make payment on its allocated amount of the disallowed costs. I would agree that there may be political reasons for some localities which would seem to justify this decision not to pay for the disallowed costs but legal, economic and practical reasons suggest otherwise for all localities.

These disallowed costs occurred during a time period in which the Chief Local Elected Officials Agreement (Agreement) from 1999 was in place and is what binds the parties in this matter. Paragraph 6.3 of the Agreement specifically provides a path to follow if funds distributed to the CRWDB under the Workforce Investment Act are disallowed. The Agreement requires in descending order that funds be: (1) recouped from the subgrantee or vendor; (2) future funds if available be used for recoupment; or (3) repayment be distributed with an allocation based upon the proportionate share of the labor market of each city/county unless the disallowed expenditure can be traced to a particular individual, employer, sub grantee, or vendor within one or more cities/counties, in which case the costs will be borne by that or those identified city(s) and or county(s). I have enclosed a copy of the Agreement with this letter as Exhibit A.

The CRWDB cannot recoup the disallowed funds from the subgrantee or vendor because the contract between the subgrantee and the vendor, Moving Forward Agency (MFA) does not specifically state that the MFA is responsible for following the WIOA or state guidelines when delivering services to adult and dislocated workers. Additionally, subparagraph 3 b of the Article IV. TERMS states as follows:

c. The Board's Fiscal Office will process, approve and pay for Adult and Dislocated Worker accrued training expenses with appropriate supportive documentation. Additionally, the Board will provide supplies to the Adult and Dislocated Worker program.

P.O. Box 1193 • 5842B Allin Rd. • Prince George, VA 23875
Telephone: (804) 668-5327 • Fax: (804) 668-5329
JCPaul@JayCPaullaw.com

The CRWDB's Fiscal Office paid Cherry Creek directly without supportive documentation showing that Cherry Creek was a state approved vendor. The Ernst & Young audit states that "documentation reveals that payment was made to an ineligible party and lacks sufficient documentation to prevent the reviewer from discerning whether a payment was proper." Therefore, the responsibility appears to be on the CRWDB and not the vendor for the disallowed costs.

The disallowed costs are not eligible for recoupment in one or more future years because funds distributed under this program are not allowed to be used for any cost which is deemed to be disallowed. The costs were disallowed in one year and absent any changes in the WIOA or state guidelines, payment of the disallowed costs will not be allowed in future years.

The only method left to recoup the disallowed costs is under 6.3 c. of the Agreement. Which states as follows:

c. If such funds cannot be recouped as indicated in 6.3.a or from 6.3.b above, then liability for repayment of those disallowed funds shall be distributed in accordance with an allocation as determined by the Chief Local Elected Officials, as set forth in Part 1.1 above. Allocation will be based upon the proportionate share of the labor market of each city/county unless the disallowed expenditure can be traced to a particular individual, employer, sub grantee, or vendor within one or more cities/counties, in which case the costs will be borne by that or those identified city(s) and or county(s).

It is my understanding that this training by Cherry Creek took place at the Riverside Regional Jail which is located in Prince George County, but directly serves many of the localities and undoubtedly has inmates from all of the localities under the agreement within its confines. Therefore, it seems fair and just to base the allocation based upon the proportionate share of the labor market of each city/county.

The Agreement allows for the settlement of disagreements in Part 1.2 which states as follows:

1.2 In the event of a disagreement between the cities/counties, majority rule of the Chief Local Elected Officials, as set forth in Part 1.1 above shall determine the resolution of the conflict.

The Agreement may let localities quibble over the amount of funds it has to donate to the recoupment of the disallowed costs. However, the Agreement does not allow any parties to abdicate their responsibility to contribute to the recoupment under these circumstances. The Agreement between the parties is clear that all the parties bear responsibility to pay toward the recoupment of disallowed cost.

The economic and practical reasons for all of the localities to participate in this matter are somewhat conjoined. The costs of adjudicating this matter incurring staff and attorneys' fees will likely be significantly more than paying the amount computed and

requested. Goodwill between neighboring localities is also worth considering. Additionally, the CRWDB has more pressing matters to address and infighting over this matter only serves to take the CRWDB away from its core mission.

Given the legal, economic and practical reasons listed herein, I respectfully ask you to go to your local governing body prior to August 31, 2021 and request that they fund your localities allocated portion of the disallowed costs.

Kindest regards,

A handwritten signature in blue ink, appearing to read "J. C. Paul".

Jay "C" Paul

Enclosure

cc: Richard Douglas, County Administrator (via email: rdouglas@sussexcounty.va.gov)
Jasmine Gore (via email: goreje@alumni.vcu.edu)

BOARD ACTION FORM

Agenda Item: Action Item #6.07

Subject: Children’s Services Act (CSA) Funding and Revolving Loan Cap Request

Board Meeting Date: September 16 2021

=====

Summary: Attached for your review and consideration is a memorandum from DSS Director Will Hagy regarding requested actions related to the Children Services Act (CSA) negative fund balance. Specific actions being requested are to: 1) appropriate \$145,000 from the General Fund fund balance to the CSA fund; and 2) extend the CSA fund cap from \$150,000 to \$250,000 until December 1, 2021. The CSA fund has a current negative fund balance of \$140,520.89 and consistently has started each fiscal year, at least for the past four years, with a negative balance. Staff does not know for certain why this fund has consistently started each fiscal year in the negative, but it is likely due to costs not being submitted to the state for reimbursement within deadlines. CSA currently has \$214,000 of outstanding invoices, and with the large negative fund balance and a fund cap in place, staff is unable to submit additional invoices to the Office of Children’s Services for reimbursement by the September 30 deadline for the past fiscal year (and the County would ultimately be responsible for 100 percent of these costs if the deadline is missed).

Recommendation: Staff (and the DSS Administrative Board) recommends that the Board of Supervisors approve the DSS Director’s request to: 1) appropriate \$145,000 from the General Fund fund balance to the CSA fund; and 2) extend the CSA fund cap from \$150,000 to \$250,000 until December 1, 2021.

Attachment: Letter from Mr. Will Hager, DSS Director, CSA Negative Balance, dated 9/16/21.

=====

REQUESTED ACTION: That the Sussex County Board of Supervisors hereby approve the DSS Director’s request to: 1) appropriate \$145,000 from the General Fund fund balance to the CSA fund; and 2) extend the CSA fund cap from \$150,000 to \$250,000 until December 1, 2021.

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

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

SOCIAL SERVICES DEPARTMENT

WILLIAM HAGY, DIRECTOR
TELEPHONE (434) 246-1083
FAX (434) 246-2504



COUNTY OF SUSSEX, VIRGINIA

20103 PRINCETON RD
STONY CREEK, VA 23882

To: Sussex County Board of Supervisors
From: Will Hagy, Director of Social Services
Date: September 16, 2021
Subject: Children Services Act Negative Fund Balance

Purpose

This memorandum serves to request that the Sussex County Board of Supervisors appropriate \$145,000 from the General Fund balance to the CSA fund to bring the CSA fund back into good standing. In addition, this memorandum serves to request that the CSA revolving amount be increased to \$250,000 until December 1, 2021.

Background

The CSA fund has a current negative balance of **(\$140,520.89)** after starting the fiscal year with a negative balance of **(\$90,488.29)**. The fund has consistently carried a negative balance, the table below shows the ending balance of the fund over the past four (4) fiscal years.

CSA Fund Fiscal Year	CSA Fund Ending Balance
Fiscal Year Ending 2021	- \$90,488
Fiscal Year Ending 2020	- \$52,224
Fiscal Year Ending 2019	- \$140,508
Fiscal Year Ending 2018	- \$158,900

The CSA fund was set up as a revolving fund by the Board of Supervisors several years ago. When the fund is in the negative, the County has agreed to cover any expenditures made, up to \$150,000, with the expectation that reimbursements will be received into the CSA fund in the near future to bring the fund back into good standing.

At this time, the Treasurer’s office cannot authorize expenditures from this fund because these costs would exceed the fund’s \$150,000 limit. Localities have until September 30, 2021 to submit CSA invoices to the Office of Children’s services for reimbursement. Invoices not received by OCS by this date will not be eligible for reimbursement by the state.

Currently, Sussex County CSA has \$213,618.25 of outstanding CSA invoices.

Due to the CSA fund’s large negative balance, the program is not able to submit additional invoices for reimbursement putting the County at risk of missing the Office of Children’s services September 30, 2021 deadline and not receiving state reimbursement for these incurred costs.

BOARD ACTION FORM

Agenda Item: Action Item #6.08

Subject: Children’s Services Act (CSA) Professional Coordination Services Agreement with the City of Franklin

Board Meeting Date: September 16 2021

=====

Summary: At staff’s request, the County Attorney is preparing an agreement for shared services with the City of Franklin for the Children Services Act coordinator position. The City of Franklin was previously served by the City of Suffolk but has since hired its own coordinator.

Sussex County has had difficulty in attracting quality candidates for the CSA position.

Recommendation: County and city staff have discussed and recommend sharing the CSA Coordinator position between the two jurisdictions. This shared agreement should allow the county to cost-effectively provide for this position with a trained professional.

Attachment: none

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REQUESTED ACTION: That the Board approves sharing the CSA Coordinator position between with the City of Franklin.

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

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

BOARD ACTION FORM

Agenda Item: Action Item #6.09

Subject: Wakefield Drainage Improvements Project and FEMA Grant Request – Mr. John Grey and Mr. Lester Lowe, the Wooten Company

Board Meeting Date: September 16 2021

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Summary: John Grey and Lester Rowe of the Wooten Company will present an overview of proposed Wakefield drainage improvements (primarily extending from US 460 at the Virginia Diner to the railroad trestle past Railroad Avenue). This area of Wakefield has experienced significant flooding issues and negatively impacted local businesses. This work is composed of two separate projects: 1) ditch maintenance and 2) comprehensive physical improvements. Staff previously authorized the Wooten Company to proceed with Phase 1 of the ditch maintenance project, at a cost of \$9,800, and that work is underway (a memorandum is attached outlining this project).

Staff was recently contacted by VDEM to consider applying for FEMA funding for the broader study of comprehensive physical improvements, which requires a 25 percent match (VDEM should be able to provide a 20 percent match but has requested that the county commit to the full amount for grant purposes; in addition, the Town of Wakefield is considering funding for a portion of the match). At VDEM’s request, the Wooten Company prepared a proposal to complete a Preliminary Engineering Report, which would be completed with an advanced assistance grant funded by FEMA, at a projected cost up to \$125,000. This PER must be completed by April 2022 and would be used as the justification for additional FEMA grant funds to complete recommended physical improvements (also requiring a 25 percent match).

Recommendation: Staff recommends that the Board of Supervisors commits up to \$31,250 as the required match for the advanced assistance grant through VDEM to complete a Preliminary Engineering Report for the Wakefield drainage improvements project.

Attachments: Wooten’s Engineering Report, Wildcat Swamp, dated 8/13/21 and Tributary @ Hwy 460 and Creek Maintenance of Hwy. 460, dated 3/19/21

=====

ACTION: That the Board hereby commits up to \$31,250 as the required match for the advanced assistance grant through VDEM to complete a Preliminary Engineering Report for the Wakefield drainage improvements project.

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

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

August 13, 2021

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

**Re: Preliminary Engineering Report
Wildcat Swamp and Tributary @ Hwy 460
Wakefield, Virginia**

Dear Mr. Douglas:

The Wooten Company is pleased to present this letter to Sussex County as our proposal to provide civil engineering and surveying services to prepare a preliminary engineering report (PER) for a drainage study for the above referenced project areas. This letter proposal has been formatted to describe the scope of services offered and estimated fee range necessary to prepare the PER.

Project Understanding

Per our call on 8/4/21, we understand the County is seeking to apply for a FEMA Grant to study the existing storm drainage issues for Wildcat Swamp and its tributary that has contributed to repeated localized flooding at the Virginia Diner and other affected properties downstream in Wakefield, VA over multiple years. The drainage area roughly extends north of Hwy 460 to old Wakefield Road and ends at Brittle Mills Road south of Hwy 460. Anticipated approval of the grant would be in mid-2022 with the pre-application due within the next 30 days.

The County has requested a PER of the drainage areas referenced above that is required as part of the FEMA grant application along with design recommendation(s) and estimated costs to address the drainage issues that could be considered for implementation in a future phase of the work.

Scope of Services

The base scope of our services for this work is outlined below.

Preliminary Engineering Report

1. Existing Conditions

The initial phase of the drainage evaluation requires preparing background information from a combination of sources including available Geographical Information Systems (GIS) data, existing construction record drawings from the Town and VDOT, if available and a partial topographical survey within the project areas at key locations for bridges, culverts, drainage structures, ditch sections, etc. The partial topographical survey, including collection of field data, will be necessary to complement the GIS

data set with more accurate detail of topography, storm drainage system and other pertinent information. Our scope of work includes the engineering survey field work, office reduction and drafting required to prepare a survey that reflects the existing conditions of the project area.

2. Drainage Evaluation

- Visit the study area to conduct reconnaissance necessary to support the study once the field survey has been completed.
- Coordinate with the Town/VDOT for verification of existing utilities located within the immediate project area that might present a conflict or constraint for the project (water, sewer, power, gas, telecom, where applicable).
- Review existing stormwater collection system, inlet and outlet conditions of existing storm drainage pipes/ditches within the drainage area of concern.
- Perform a preliminary hydrologic/hydraulic analysis of the drainage area for the project.
- Perform preliminary stormwater modeling of the drainage system utilizing HEC-RAS and other software to review areas of concern.
- Develop preliminary design options for required improvements based upon the results of the drainage study.

Evaluate potential environmental mitigation costs resulting from proposed improvements, such as wetland and stream impacts/permitting timelines. No actual delineation will be performed, only utilizing existing available data base information from the state and federal available information.

Evaluate potential utility conflicts along study area such as water, sewer crossings, telecom, power, etc.

- Meet with County/Town staff to review the preliminary design recommendations and make revisions, as necessary.
- Prepare design options(s) in conceptual plan (11 x17 format) to be incorporated into final PER report format for review and approval.
- Prepare preliminary opinion of probable project cost based upon final design options.

Additional Services

In addition to the foregoing services being performed, the following services may be provided upon amendment and prior written authorization of County.

- Engineering Design Services beyond the PER study phase.
- Boundary or Easement Surveys
- Environmental Investigation, including, Wetland and Stream Delineation and Mapping.
- Subsurface Utility Engineering (SUE) services to expose utilities to confirm location, size, material type and elevation.
- Geotechnical Investigation and Report includes Subsurface Exploration, performing testing, sampling & laboratory analysis of subgrade soils to determine recommendations of subgrade preparation, subgrade repair, excavation considerations, fill placement and SHWT.
- Appearances before courts or boards on matters of litigation or hearings related to the project.
- The design of other additional site improvements not included in the original scope of services including utility relocations or existing roadway improvements.

- Phase I/II Environmental Site Assessment studies/reports including testing for asbestos, lead paint and radon.

Owner Responsibilities

We ask the County to assist with provision of the following:

- Site Access – coordinate and provide access to the project area outside of the public ROW on private properties.
- Liaison – Serve as liaison for key decisions or input involving affected property owners or other members of the general public.
- Copies of existing plans, documents, calculations of the existing storm drainage system for the affected areas and design standards used by the Town/VDOT/County for minimum drainage requirements, if applicable.

Schedule

Upon receipt of a written Notice to Proceed, we will work with the County to develop a mutually agreed schedule for completion of the PER. We understand this work is contingent upon approval of the FEMA grant application which is anticipated in mid-2022.

Estimated Fees

We estimate the fee for civil engineering and surveying services as outlined above in the **range of \$95,000 to \$125,000.**

Services will be billed monthly based upon a percentage of work complete. Only those services as described within the base scope of services are included in the fee. Should modifications to the scope of work be requested, we would be happy to prepare a written amendment to the services agreement to include such services at additional cost for your approval prior to initiating with the work.

We appreciate this opportunity to be of service and look forward to working with you. If you have any questions or require additional information, please do not hesitate to contact us.

Sincerely,

THE WOOTEN COMPANY



W. Brian Johnson, P.E.
Vice President

Cc Lester Lowe, PE
John Grey, PE
Ana Wadsworth, PE



March 19, 2021

Richard Douglas
County Administrator
Sussex County
20135 Princeton Road
Sussex, Virginia 23884

**Re: Creek Maintenance off Hwy 460 – Wakefield, VA
Sussex County Virginia**

Dear Mr. Douglas:

The Wooten Company is pleased to present this letter to Sussex County (County) as our proposal to provide civil engineering services to prepare drawings for Phase 1 of the creek maintenance located off Hwy 460 in Wakefield, Virginia. This phase of the unnamed creek tributary runs from the Railroad St to the railroad train trestle. (See attached exhibit). The proposal has been formatted to describe the scope of services offered and fees necessary to prepare the construction plans study for the referenced area and assist the environmental consultant performing the wetlands/stream permitting for the project.

Project Understanding

Per our original meeting held onsite on 10/28/20 with various local, state and business owners, we understand the existing creek has experienced multiple flooding events each time causing damage to surrounding properties and businesses. While the County will be pursuing a long-term flood study application with the Corps of Engineers, in the short term they would like to perform selective maintenance within the creek for debris and vegetation removal, specifically for the Phase 1 section.

Scope of Services

The base scope of our services for this project is outlined below.

1. Attend pre-design meeting with County's environmental consultant onsite to review the Phase 1 area and potential impacts for the maintenance required.
2. Existing Conditions /Maintenance Plan
Utilizing available aerial and lidar/GIS information, we will prepare a general reference maintenance plan for the proposed project area. No field surveys including topo or creek cross sections will be performed as this section of the creek cleanup since no sediment removal is proposed. If it is determined that this would be required, then we can provide surveying services as an additional amendment to our contract.

120 North Boylan Avenue
Raleigh, NC 27603-1423

919 828 0534
Fax 919 834 3589

www.thewootencompany.com

3. Erosion Control Plan- prepare a plan showing required temporary measures for the proposed maintenance activities that meet the local and state requirements.
4. Submit to County/Town staff to review the preliminary design recommendations and make revisions, as necessary for final plans.
5. Prepare preliminary opinion of probable project cost based upon final design options.
6. Coordinate with environmental consultant (under separate contract with County) for wetland and stream impacts and permitting submittal.

Additional Services

In addition to the foregoing services being performed, the following services may be provided upon amendment and prior written authorization of County.

1. Engineering Design Services beyond Phase 1
2. Construction Phase Services including bidding, award, and construction administration/observation.
3. Topographical, Boundary or Easement Surveys
4. Environmental Investigation, including, Wetland and Stream Delineation and Mapping.
5. Subsurface Utility Engineering (SUE) services to expose utilities to confirm location, size, material type and elevation.
6. Geotechnical Investigation and Report includes Subsurface Exploration, performing testing, sampling & laboratory analysis of subgrade soils to determine recommendations of subgrade preparation, subgrade repair, excavation considerations, fill placement and SHWT.
7. Appearances before courts or boards on matters of litigation or hearings related to the project.
8. The design of other additional site improvements not included in the original scope of services including utility relocations or existing roadway improvements, including culvert replacement.
9. Phase I/II Environmental Site Assessment studies/reports including testing for asbestos, lead paint and radon.

Owner Responsibilities

We ask the County to assist with provision of the following:

1. Site Access – coordinate and provide access to the project area outside of the public ROW on private properties.
2. Liaison – Serve as liaison for key decisions or input involving affected property owners or other members of the public.
3. Copies of existing plans, documents, for the affected project area, if available.
4. Payment of all review, application, and permit fees.

Schedule

Upon receipt of a written Notice to Proceed, we will work with the County to develop a mutually agreed schedule for completion of the study.

Mr. Richard Douglass
March 19, 2021
Page 3

Proposed Fees

We propose to provide the civil engineering services for the project as outlined above on a fixed fee basis for an amount of \$9,800.00.

Services will be billed monthly based upon a percentage of work complete. Only those services as described within the base scope of services are included in the fee. Should modifications to the scope of work be requested, we would be happy to prepare a written amendment to the services agreement to include such services at additional cost for your approval prior to initiating with the work.

We appreciate this opportunity to be of service and look forward to working with you. If this proposal is acceptable, please sign where indicated below and return a copy to us. If you have any questions or require additional information, please do not hesitate to contact us.

Sincerely,

THE WOOTEN COMPANY



W. Brian Johnson, P.E.
Vice President

Cc: John Grey, PE
Lester Lowe, PE

Attachment

I hereby authorize The Wooten Company to proceed with the work described above.

SUSSEX COUNTY

By: Richard Douglas
(Print or Type Name)

Date: 4-26-21

Signature: Richard Douglas

Title: County Administrator

Attest: Shilton R. Butts
(Print or Type Name)

Date: 4.26.21

Signature: Shilton R. Butts

BOARD ACTION FORM

Agenda Item: Action Item #6.10

Subject: District Court Law Clerk Funding

Board Meeting Date: September 16 2021

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Summary: Attached for your review and consideration is a request from Judge Tomko with the Sixth Judicial Circuit, requesting that Sussex County provide \$5,600 annually to cover a portion of salary and mileage for a law clerk position serving the Sixth Judicial Circuit. Apparently Prince George County and the City of Hopewell are the only two jurisdictions in the Sixth Judicial Circuit that have covered these expenses for the past 18 years, and the other jurisdictions are now being asked to cover a portion of these costs (with the intent of increasing the starting salary).

Recommendation: Staff recommends and requests that \$5,600 be appropriated from fund balance to cover this requested expenditure for FY2021-22.

Attachment:

=====

ACTION: That the Board appropriates \$5,600 from Fund Balance to cover the requested expenditure for FY2021-22 for District Court Law Clerk Funding.

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

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

BOARD ACTION FORM

Agenda Item: Unfinished Business #8.01

Subject: Annual Term Contracts for Professional Engineering Services on Multiple Small Projects

Board Meeting Date: September 16 2021

=====
Summary: The following was presented to the Board of Supervisors at the August 2021 regular meeting, prior to being tabled for further review and discussion:

Staff advertised a Request for Proposals (#2021-03) for annual term contracts for professional engineering services on multiple small projects in April, and received proposal from the following seven firms:

- CHA Consulting (Richmond)
- Koontz Bryant Johnson Williams (Richmond)
- The Wooten Company (Raleigh)
- MSA (Virginia Beach)
- Moseley Architects (Richmond)
- Dunlap & Partners Engineers (Richmond)
- Timmons Group (Richmond)

A staff committee comprised of the County Administrator, Public Works Director, and Public Safety Director reviewed each proposal to determine which firms would best meet the engineering needs of Sussex County.

Recommendation: Based on proposal review, staff recommends that the following firms be approved for negotiation of term contracts for small engineering projects: Timmons Group, The Wooten Company, CHA, Koontz Bryant Johnson Williams, and Moseley Architects.

Attachment: RFP #2021-03

=====
ACTION: That the Board approves the following firms for negotiation of term contracts for small engineering projects: Timmons Group, The Wooten Company, CHA, Koontz Bryant Johnson Williams, and Moseley Architects.

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

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

COUNTY OF SUSSEX REQUEST FOR PROPOSALS (RFP)# 2021-03

Issue Date: March 18, 2021

Deadline: April 30, 2021 at 2:00 PM

Title: ANNUAL TERM CONTRACTS FOR PROFESSIONAL ENGINEERING SERVICES ON MULTIPLE SMALL PROJECTS.

NOTICE

The County of Sussex will receive sealed proposals until April 30, 2021 at 2:00 P.M. Eastern Standard Time, from firms seeking to enter an annual contract to provide with professional engineering services on multiple small projects. Pursuant to the requirements of the Virginia Public Procurement Act (Va. Code § 4303.1), fees paid for professional services under such contract shall not exceed \$150,000 for any single project, nor shall the annual sum of all projects exceed \$750,000. The initial one-year contract may be extended annually for up to four additional years, at the County's sole option. In its sole discretion the County may elect to award such contracts to more than one of the firms submitting proposals. A copy of instructions for proposal submission and more detailed contract requirements and conditions for such contracts may be obtained by contacting Richard Douglas, Sussex County Administrator by email, addressed to rdouglas@sussexcountyva.gov, or Shilton Butts at sricks@sussexcountyva.gov or by telephone at 434.246.1000; or visit Sussex County website at www.sussexcountyva.gov.

Instructions for Proposal Submission:

Sealed proposals should be submitted before the above stated deadline, to County of Sussex,

ATTN: Richard Douglas, County Administrator, addressed as follows,

by US Mail, to: P.O. Box 1397, Sussex. VA 23884.

in person or by private express, to: 20135 Princeton Road, Stony Creek, VA 23882

Four copies of the proposal should be included in a sealed envelope or shipping container. The face of the envelope or container shall be clearly marked in the lower left hand corner as follows: **County of Sussex RFP: Annual Term Contract for Professional Engineering Services.**

Modifications or corrections to proposals are not acceptable after proposals have been opened. Erroneous proposals may be reclaimed or superseded at any time prior to opening time. Any new proposal must be marked: in the same manner as the original submission with the additional notation "Supersedes all previous submissions."

Proposals must be submitted by the date and time indicated above or they will remain unopened. No allowance will be made for postmark or error in delivery to an incorrect address. It is the sole responsibility of the proposer to ensure timely delivery of the proposal. No emailed or faxed proposals will be accepted.

Offerors are requested not to submit questions via telephone. All questions or requests for clarification of this RFP should be **submitted in writing** and be directed to the County Administrator at the email or postal address shown above. **Questions must be submitted not later than 72 hours before the deadline for receipt of proposals**, to allow the County time to prepare a response and submit said response to all firms on the Offeror list.

Form required with proposal:

Each Offeror shall attach to its proposal the following proposal form, executed by a duly authorized officer or principal of the Offeror:

**Proposal Form
Sussex County Term Contract for Engineering Services**

In compliance all the conditions imposed by the Request for Proposals, which are incorporated herein by reference, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Offeror Firm:

_____ Zip Code: _____

Federal Identification No. _____

Phone: (____) _____

By: _____
(Signature in Ink)

Name: _____
(Please Print)

Title: _____

E-mail: _____

Non-collusion

The undersigned, acting on behalf of (Name of Offeror firm) _____, does hereby certify, that the attached proposal is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce: nor is this bid the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.2 Code of Virginia, 1950 as amended, (Secs.18.2-498.1 and following.)

Signature of Authorized Representative: _____

Printed name: _____

Date: _____

Notary Acknowledgement:

COMMONWEALTH OF VIRGINIA

_____, to wit:

The foregoing Certification of No Collusion was subscribed and sworn to before the undersigned notary public, by _____ on behalf of the Offeror, this ___ day of _____, 2021.

Notary Public

My Commission Expires: _____

Review of Proposals:

Interviews. The Sussex County Administrator and his designees will review all proposals and select a minimum of two Proposers deemed to be qualified, responsible, and suitable to provide the services set forth by the RFP. Interviews will be used to further evaluate the Proposers' experience and expertise in providing similar services to local government entities in Virginia and elsewhere.

Determination of number of contracts to be awarded. Based upon the proposals, the firms' experience and the interviews, the County Administrator and his designees shall determine whether to award a single contract or multiple contracts. It is anticipated that the County could, for example select one firm for work associated on land use and zoning (stormwater, erosion sediment control, etc.) related matters, another firm for work relating County buildings and real property, or another for road projects, or housing and economic development efforts.

If the number of contracts to be awarded is less than the number of firms selected for interviews, the County Administrator shall determine the firms deemed most qualified, and shall engage in negotiations with those so selected to determine contract rates and terms.

Evaluation Criteria:

Evaluation criteria shall include without limitation the following factors:

- Experience of the Proposer in providing the specified engineering services for local governments or other clients
- Understanding of the purpose and functions of the Contractor's role and contribution in providing engineering services for similar sized localities
- Qualifications of the Proposer's Contractors, project manager and project teams and overall qualifications and experience of the Proposer and any subcontractors to be used
- Quality of the content of the Proposer's proposal and the Proposer's responsiveness to the request of the proposal
- The sufficiency of Proposer's financial resources and ability of the to perform work in a timely and efficient matter
- References
- The location of the Proposer's office that will have the responsibility for providing the services and the ability of the Proposer to respond quickly to requests and requirements of the County

Scope of Services:

The selected firm(s) will be expected to perform engineering services at the County's request, on an as needed basis for various small projects throughout the one-year term of the contract. **Contracts awarded may be renewed year to year at the County's sole discretion, for up to four additional years following the initial term.**

The types of services to be provided shall include, but are not limited to:

- Preparing plans and drawings for water and sewer line extensions, storm water drainage facilities, parking lots, driveways or minor street extensions, parks and recreation areas or other County public facilities
- Assisting County staff with applications for environmental permits, or efforts to comply with permit requirements
- Preparation of surveys and plats
- Evaluation of needs for repairs and replacements or new installations of plumbing, heating and cooling, electrical or other equipment in county facilities
- Evaluation of structural defects in rooves, floors, walls or foundations of buildings owned or maintained by the County or its agencies
- Preparing plans and specifications for engineered or pre-fabricated buildings or structures to be located on the property of the County or its agencies
- Preparation of specifications, drawings and bid documents relating to any of the foregoing types of work
- Construction inspections, reviews of payment requests and other construction management activities as needed for any such work
- Any other professional Engineering services required on small projects typically needed by a county government in Virginia to perform its governmental functions and provide services to the public

GENERAL CONDITIONS. The following conditions shall apply to this procurement and to any contract resulting from this RFP:

- A. **Contract Award.** County of Sussex reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to request resubmission or additional information. The County reserves the right to award the contract(s) to the most responsible and responsive Proposers, resulting in negotiated agreements, which are most advantageous to and in the best of interest of the County. The County shall be the sole judge of the proposals and the resulting negotiated agreements that are in its best interests.
- B. **Termination for Convenience.** The County Sussex shall have the right to terminate at its convenience, with or without cause, any contract resulting from this RFP by specifying the date of termination in a written notice. In this event, the Contractor shall be entitled to just and equitable compensation for any satisfactory work completed. All work produced shall become the property of the County.

- C. **Assignment of Interest.** The Contractor shall not assign any interest in the resulting contract and shall not transfer any interest in the same without prior written consent of the County which the County shall be under no obligation to grant.
- D. **Release of Data.** No reports, information or data given to or prepared by the Contractor under the resulting contract shall be made available to any individual or organization by the Contractor without the prior written approval of the County, which approval the County shall be under no obligation to grant.
- E. **Gender Reference.** Words of any gender used in any contract resulting from this RFP shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context otherwise requires.
- F. **Binding Effect.** The terms, provisions, covenants and conditions contained in any resulting contract shall apply to, insure to the benefit of, and be binding upon the parties hereto and upon their respective heirs, legal representatives, successors, and permitted assigns except as otherwise expressly provided.
- G. **Governing Law.** The laws of the Commonwealth of Virginia shall govern any contract resulting from this RFP.
- H. **Worker's Compensation Insurance** in compliance with all states in which Contractor does business, including coverage B Employer's liabilities in not less than the following amounts:
1. Bodily Injury by accident, \$100,000 for each accident;
 2. Bodily injury by disease, \$500,000 policy limit;
 3. Bodily Injury by disease, \$100,000 for each employee.
- I. **Public Liability Insurance** in amount not less than \$1,000,000 for any occurrence involving bodily injury, and not less than \$1,000,000 for any occurrence involving property damage. This coverage shall include contractual liability, broad form property damage, independent contractors, and personal injury.
- J. **Automobile liability insurance** in an amount not less than \$500,000 combined single limit bodily injury and property damage. This coverage shall include liability for the use of hired and non-owned vehicles.
- K. The insurance specified herein shall name the County of Sussex as additional insured with regard to work performed under any subsequent contract. The policy(ies) shall provide that the County is to receive written notice by certified mail, sixty (60) days in advance of cancellation or alteration of the policy(ies). Contractor shall provide the County with copies of certification of insurance coverage and proof of payment of all premiums.
- L. **Ethics in Public Contracting.** Contractor hereby certifies that it has familiarized itself with Article 4-6 of Title 2.2 of the Virginia Public Procurement Act, Va. Code §2.2-4367, et. Seq., and that all amounts received by it, pursuant to this procurement, are proper and in accordance therewith.

- M. **Partial Invalidity.** Neither any payment for, nor acceptance of, the whole or any part of the services by the County, nor any extension of time, shall operate as a waiver of any provision of any contract resulting from this RFP, nor of any power herein reserved to the County, or any right to damages herein provided, nor shall any waiver of any breach of any contract be held to be a waiver of any other or subsequent breach. Failure of the County to require compliance with any term or condition of any contract shall neither be deemed a waiver of such term or condition nor a waiver of the subsequent enforcement thereof.
- N. **Release and Ownership of Information.** The County shall make a good faith effort to identify and make available to the Contractor all non-confidential technical and administrative data in the County's possession which the County may lawfully release including, but not limited to contract specifications, drawings, correspondence, and other information specified and required by the Contractor and relating to its work under this contract. The County reserves its right of ownership to all material given to the Contractor and to all background information, documents, and computer software and documentation developed by the Contractor in performing any contract resulting from this RFP.
- O. **Indemnity.** The Contractor shall indemnify and hold harmless the County of Sussex and its officers and employees, against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the work described herein, provided that any such claims, damages, losses or expenses (1) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from, and (2) are caused in whole or in part by any negligent acts or omissions of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them, regardless of whether or not it is caused in part by a party indemnified hereunder. This indemnification clause shall apply to the fullest extent permitted by law. The County is not permitted under Virginia law to provide a similar blanket indemnification to the Contractor, and any proposal including such a requirement may be deemed non-conforming.
- P. **Subcontractors and Assignments.** The Contractor shall not sublet or assign this contract or any portion thereof without the prior written consent of the County. In seeking consent for any subcontract or assignment, the Contractor shall furnish all information required by the County to permit the County to ascertain the qualifications of the proposed Subcontractor to perform the work, and the Contractor shall submit a copy of the subcontract to the County for approval. The subcontract shall incorporate by reference all provisions and conditions of the contract resulting from this RFP.
- Q. The County approval of a Subcontractor shall not relieve the Contractor of any of its responsibilities, duties or liabilities hereunder. The Contractor shall continue to be responsible to the County for performance of the Subcontractor and the Subcontractor, for all purposes, shall be deemed to be an agent or employee of the Contractor. Nothing in the contract resulting from this RFP or any subcontract shall create any contractual relationship between any Subcontractor and the County. Examination of Records. The Contractor agrees that the County of Sussex or any duly authorized representatives shall, until the expiration of three (3) years after final payment hereunder, have access to and the right to examine any and copy any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to any Contract resulting from this RFP. The period of access provided in this paragraph for records, books, documents, and papers and software which may be related to any arbitration,

litigation, or the settlement of claims arising out of the performance of any subsequent contract or any subsequent Contracts with vendors shall continue until disposition of any appeals, arbitration, litigation, or claims.

- R. **Licenses and Patents.** The Contractor, in any Contract resulting from this RFP, shall pay all royalties and license fees necessary for performance of the Contract. The Contractor shall defend all suits or claims for infringement of any patent rights or any other proprietary rights arising from or related to performance of the resulting contract and shall save the County and its officer and employees harmless from any and all loss, including reasonable attorney's fees, on account thereof.
- S. **Attorney Fees.** In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, each party shall be responsible for its own attorney fees.
- T. **Contractual Disputes.** Contractual claims, whether for money or other relief, shall be submitted by Contractor in writing no later than sixty days after final payment; however, written notice of Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. The Owner shall consider the claim, and shall make a written determination as to the claim within forty-five days after receipt of the claim. Such decision shall be final and conclusive unless Contractor appeals within six months of the date of the final decision by instituting legal action as provided in Section 2.2-4364 of the Code of Virginia.
- U. **Payment of Subcontractors.** Contractor agrees to take one of the two following actions within seven days after receipt of amounts paid to Contractor under this contract for work performed by a subcontractor under this contract:

- (a) Pay the subcontractor for the proportionate share of the total payment received by Contractor attributable to the work performed by the subcontractor under this contract, or
- (b) Notify the Owner (Locality, Commission, Board, Authority, etc.) and the subcontractor, in writing, of Contractor's intention to withhold all or part of the subcontractor's payment with the reason for nonpayment.

Contractor shall pay interest to subcontractors on all amounts owed by Contractor that remain unpaid more than seven days following receipt by Contractor of payment for work performed by subcontractors under this contract, except for amounts withheld as allowed in (b) above. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month. The interest charge shall not be deemed an obligation of the Owner, and a cost reimbursement claim may not include any amount for reimbursement for such interest charge.

Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tiered subcontractor.

- V. **Nondiscrimination.** During the performance of this contract, the contractor agrees:

- (a) not to discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment except where there bona fide occupational qualification reasonably necessary to the normal operation of the contractor. Notices setting forth the above language shall be posted in conspicuous places, available to employees and applicants for employment.
- (b) The Contractor, in all solicitations or advertisements for employees placed by or on the Contractor's behalf, will state that such contractor is an equal opportunity employer.
- (c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the above requirements.
- (d) The Contractor will include the provisions of 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.

W. **Drug-Free Workplace.** During the performance of this contract, Contractor agrees to:

- (a) provide a drug-free workplace for Contractor's employees;
- (b) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (c) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and
- (d) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

X. **Illegal Immigration.** By entering this contract, Contractor certifies that it does not, and shall not during the performance of this contract for goods or services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

Y. **Compliance with state law; foreign and domestic businesses authorized to transact business in the Commonwealth; provision of SCC Identification Number.**

Contractor, whether organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited

liability partnership shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Contractor shall provide the County with its State Corporation Commission Identification Number.

If Contractor is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law, Contractor shall provide the County with a statement describing why it is not required to be so authorized.

Failure to comply with provision shall result in the Contractor not receiving an award of this Agreement unless a waiver of this requirement is granted by the County Administrator. Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of this Agreement, and such failure to comply with this provision may result in the County voiding this Agreement as authorized by Section 2.2-4311.2 of the Code of Virginia.

BOARD ACTION FORM

Agenda Item: New Business #9.01

Subject: Redistricting

Board Meeting Date: September 16 2021

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Summary: Supervisor Fly has requested that a discussion on 2021 redistricting be included on the agenda.

Staff has discussed with Crater PDC assisting the County with district mapping as needed. In addition, some redistricting-related information provided by the County Attorney is attached for your review.

No action requested at this time.

Recommendation: N/A

Attachments: Elections Redistricting Laws Update, Guide to Local Redistricting for 2021 and Certificate to No Objection

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REQUESTED ACTION:

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

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

Memorandum

To: Richard Douglas, Sussex County Administrator

Date: August 31, 2021

From: Jeff Gore, County Attorney

Re: Changes to Virginia voting laws impacting redistricting process and elections

This memorandum is in response to the recent request for guidance on the new state laws that will impact the election process, and specifically the upcoming redistricting effort based on the 2020 decennial U.S. Census. It is not meant to be a comprehensive guide to state election laws, but is intended to cover the most important changes enacted this year that will impact the county's election and redistricting process. It does, however, include some state laws and constitutional provisions that serve as the basis for redistricting and other election requirements, as resources.

This memo includes information on the following:

- Minority Language Accessibility
- Prohibition on Vote Denial or Dilution
- Prerequisites to implementing certain “covered practices”
 - Local public notice and hearing process
 - Attorney General “Certificate of No Objection” Process
- Public notice of change in election districts, precincts, or polling places
- Intimidation and Interference with voting
- New civil penalties provision for violation of election laws
- Va. Constitution Article VII. Local Government; Section 5. County, city, and towns
- At-large and district elections; reapportionment and redistricting of districts or wards; limits. (Va. Code § 24.2-304.1.)
- Election Districts, Precincts, and Polling Places (Va. Code Section 24.2-300 et seq.)

Minority Language Accessibility (Va. Code §24.1-128 (eff. 9/1/21))

Whenever a “Covered Locality” provides voting or election materials; it shall provide them in the language of the applicable minority group as well as in English.¹

State Board of Elections to designate locality as “covered locality” if 2010 US Census and recent 5-year updates that:

¹ "voting or election materials" means registration or voting notices, forms, instructions, assistance, voter information pamphlets, ballots, sample ballots, candidate qualification information, and notices regarding changes to local election districts, precincts, or polling places. For purposes of this requirement, "registration notices" means any notice of voter registration approval, denial, or cancellation required by the provisions of Chapter 4 (§ [24.2-400](#) et seq.). A covered locality may distribute such materials in the preferred language identified by the voter.

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Changes to Virginia voting laws impacting redistricting process and elections

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(i) more than 5% of voting age citizens in the locality unable to speak or understand English adequately enough to participate in the electoral process;

(ii) more than 10,000 voting age citizens of a single language minority and unable to speak or understand English well enough to participate; or

(iii) if locality contains all or part of Indian reservation and more than 5% of the voting age American Indian citizens are of a single language minority and unable to speak or understand English well enough to participate.

In any locality designated as a covered locality, the local electoral board shall ensure that **interpretation services** in the language of the applicable minority group are available and easily accessible to voters needing assistance. ([Va. Code § 24.2-649](#)).

Penalties for violations: The Attorney General, or any qualified voter who is a member of a language minority group required by the covered locality to receive voting materials in their language, may file cause of action in circuit court to compel the locality to provide the materials, and may recover reasonable attorney fees if prevail.

Vote denial or dilution prohibited ([Va. Code §24.2-126](#))

A. No voting qualification or prerequisite to voting or standard, practice, or procedure shall be imposed or applied by the state or any locality in a manner that results in a denial or abridgement of the right of any citizen of the United States to vote based on race or color or membership in a language minority group.

B. A violation of subsection A is established if, on the basis of the totality of circumstances, it is shown that the political processes leading to nomination or election in the state or a locality are not equally open to participation by members of a protected class in that its members have less opportunity than other members of the electorate to participate in the political processes or to elect representatives of their choice. The extent to which members of a protected class have been elected to office in the state or locality is one circumstance that may be considered.

C. Nothing in this section shall be construed to establish a right to have members of a protected class elected in numbers equal to their proportion in the population.

Prerequisites to implementing certain “covered practices” ([Va. Code § 24.2-129](#))

"Covered practice" means:

1. Any change to the method of election of members of a governing body or an elected school board by adding seats elected at large or by converting one or more seats elected from a single-member district to one or more at-large seats or seats from a multi-member district;

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Changes to Virginia voting laws impacting redistricting process and elections

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2. Any change, or series of changes within a 12-month period, to the boundaries of the locality that reduces by more than five percentage points the proportion of the locality's voting age population that is composed of members of a single racial or language minority group, as determined by the most recent American Community Survey data;

3. Any change to the boundaries of election districts or wards in the locality, including changes made pursuant to a decennial redistricting measure;

4. Any change that restricts the ability of any person to provide interpreter services to voters in any language other than English or that limits or impairs the creation or distribution of voting or election materials in any language other than English; or

5. Any change that reduces the number of or consolidates or relocates polling places in the locality, except where permitted by law in the event of an emergency.

Local public notice and hearing process:

Public Notice, Comment and Hearing: Prior to enacting or seeking to administer any voting qualification or prerequisite to voting, or any standard, practice, or procedure with respect to voting, that is a covered practice, the locality shall:

- Publish the proposed covered practice on the locality website
- Publish the proposed covered practice through press releases and such other media as “will best serve the purpose and the subject involved”
- Accept public comment for at least 30 days
- Public notice must be provided at least 45 days before the last day for public comment
- Allow persons opportunity to submit data, views, and arguments in writing by mail, fax , or email or through online public comment forum
- Conduct at least one public hearing to receive comment on proposed covered practice

Revision to covered practice; additional public comment period: After public comment period, locality may revise the proposed covered practice in response to public comments received. Revised covered practice must be published and public comment shall be accepted for at least 15 days.

Final covered practice; publication, challenges:

- Shall be published plain English description and text of ordinance implementing covered practice, to include maps of proposed boundary changes and other relevant materials.
- Notice that covered practice takes effect in 30 days
- Any person subject to covered practice may file challenge in circuit court during 30 day period, alleging covered practice has purpose or effect of abridging the right to voter on basis of race, color or membership in language minority group; or would result in retrogression in the position of members of racial or ethnic group with respect to exercise of electoral franchise.
- Court may award attorney fees if challenge prevails

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Changes to Virginia voting laws impacting redistricting process and elections

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Attorney General “Certificate of No Objection” Process

Instead of following the public notice and comment process outlined above, a locality may submit the proposed covered practice to the Office of the Attorney General for issuance of a certification of no objection.²

Such practice shall not be given effect until the Attorney General has issued such certification. A certification of no objection shall be deemed to have been issued if the Attorney General does not interpose an objection within 60 days of the governing body's submission or if, upon good cause shown and to facilitate an expedited approval within 60 days of the governing body's submission, the Attorney General has affirmatively indicated that no such objection will be made.

An affirmative indication by the Attorney General that no objection will be made or the absence of an objection to the covered practice by the Attorney General shall not bar a subsequent action to enjoin enforcement of such qualification, prerequisite, standard, practice, or procedure.

The board of supervisors must vote, and approve, the proposed “Covered practice,” before a request for a Certificate of No Objection is submitted to the Attorney General’s Office. The Attorney General will not provide an opinion on proposed changes. The form that must be used to request a Certification is enclosed. Localities can request an “expedited” approval by the Attorney General but the response time under an expedited approval is unclear. If an expedited approval is necessary, the request should describe the basis for the request in light of conditions in the jurisdiction and specify the date by which the determination must be received.

Public notice of change in election districts, precincts or polling places (Va. Code § [24.2-306](#).)

No change in any local election district, precinct, or polling place shall be enacted within 60 days next preceding any general election.

In addition to the requirements set forth in Va. Code §[24.2-129](#) (*re: implementation of covered practice*), notice shall be published prior to enactment in a newspaper having general circulation in the election district or precinct once a week for two successive weeks. The published notice shall state where descriptions and maps of proposed boundary and polling place changes may be inspected.

Notice of any adopted change in any election district, town, precinct, or polling place other than in the location of the office of the general registrar shall be mailed to all registered voters whose election district, town, precinct, or polling place is changed at least 15 days prior to the next

² "Certification of no objection" means a certification issued by the Attorney General that there is no objection to the enactment or administration of a covered practice by a locality because the covered practice neither has the purpose or effect of denying or abridging the right to vote based on race or color or membership in a language minority group nor will result in the retrogression in the position of members of a racial or ethnic group with respect to their effective exercise of the electoral franchise.

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general, special, or primary election in which the voters will be voting in the changed election district, town, precinct, or polling place. Notice of a change in the location of the office of the general registrar shall be given by posting on the official website of the county or city, by posting at not less than 10 public places, or by publication once in a newspaper of general circulation in the county or city within not more than 21 days in advance of the change or within seven days following the change.

C. Each county, city, and town shall comply with the applicable requirements of law, including §§ [24.2-304.3](#) and [30-395](#), and send copies of enacted changes, including a Geographic Information System (GIS) map showing the new boundaries of the districts or precincts, to the local electoral board, the Department, and the Division of Legislative Services. Any county, city, or town that does not have GIS capabilities may request the Department of Elections to create on its behalf a GIS map showing the boundaries of the new districts or precincts, and the Department of Elections shall create such a map.

Intimidation of voters

Va. Code §[24.2-1000](#). Intimidation of officers of election.

Any person who, by bribery, intimidation, *threats, coercion*, or other means in violation of the election laws, willfully hinders or prevents, or attempts to hinder or prevent, the officers of election at any ~~precinct~~ *polling place, voter satellite office, or other location being used by a locality for voting purposes* from holding an election ~~shall be~~ is guilty of a Class 5 felony.

Va. Code §[24.2-1005](#). Intimidation of voters; civil cause of action.

A. Any person who ~~(i) by threats, bribery, or other means in violation of the election laws, intimidates, threatens, or coerces, or attempts to influence intimidate, threaten, or coerce, any other person in giving his vote or ballot or by such means who intimidates, threatens, or coerces, or attempts to intimidate, threaten, or coerce a voter to deter or prevent him from voting; (ii) furnishes a ballot to a person who he knows cannot understand the language in which the ballot is printed and misinforms him as to the content of the ballot with an intent to deceive him and induce him to vote contrary to his desire; or (iii) changes a ballot of a person to prevent the person from voting as he desired, shall be~~ is guilty of a Class 1 misdemeanor.

B. *In addition to the criminal penalty provided in subsection A, such actions shall also create a cause of action. A voter who is intimidated, threatened, or coerced by another person in violation of subsection A shall be entitled to institute an action for preventative relief, including an application for a permanent or temporary injunction, restraining order, or other order, against such person. The action shall be instituted in the circuit court of the locality where the violation occurred. In any such action, the court may, in its discretion, allow a private plaintiff a reasonable attorney fee as part of the costs, if such plaintiff is the prevailing party.*

C. This section applies to any election and to any method used by a political party for selection of its nominees and for selection of delegates to its conventions and meetings.

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Changes to Virginia voting laws impacting redistricting process and elections

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Va. Code § [24.2-1005.1](#). Communication of false information to registered voter.

A. It shall be unlawful for any person to communicate to a registered voter, by any means, false information, knowing the same to be false, intended to impede the voter in the exercise of his right to vote. The provisions of this section shall apply to information only about the date, time, and place of the election, or the voter's precinct, polling place, or voter registration status, *or the location of a voter satellite office or the office of the general registrar.*

B. Any person who violates the provisions of this section ~~shall be~~ is guilty of a Class 1 misdemeanor.

~~C. A violation of this section~~ *Such violation* may be prosecuted either in the jurisdiction from which the communication was made or in the jurisdiction in which the communication was received.

C. In addition to the criminal penalty provided in subsection B, a violation of the provisions of this section shall also create a cause of action. A registered voter to whom such false information is communicated shall be entitled to institute an action for preventative relief, including an application for a permanent or temporary injunction, restraining order, or other order, against the person communicating such false information. The action shall be instituted in the circuit court of either the jurisdiction from which the communication was made or the jurisdiction in which the communication was received. In any such action, the court may, in its discretion, allow a private plaintiff a reasonable attorney fee as part of the costs, if such plaintiff is the prevailing party.

Va. Code § [24.2-1005.2](#). Interference with voting.

A. Any person acting under the color of law who, contrary to an official policy or procedure, fails to permit, or refuses to permit, a qualified voter to vote, or who willfully fails or refuses to tabulate, count, or report the vote of a qualified voter, is subject to a civil penalty in an amount not exceeding \$1,000 for each affected voter. Such civil penalties shall be payable to the Voter Education and Outreach Fund established pursuant to Va. Code §[24.2-131](#).

B. Any person who furnishes a ballot to a person who he knows cannot understand the language in which the ballot is printed and misinforms him as to the content of the ballot with an intent to deceive him and induce him to vote contrary to his desire is guilty of a Class 1 misdemeanor. Any person who changes a ballot of a person to prevent the person from voting as he desires is guilty of a Class 1 misdemeanor. This subsection applies to any election and to any method used by a political party for selection of its nominees and for selection of delegates to its conventions and meetings.

New civil penalties provision for violation of election laws (Va. Code §[24.2-104.1](#)).

A. Whenever the Attorney General has reasonable cause to believe that a violation of an election law has occurred and that the rights of any voter or group of voters have been affected by such

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Changes to Virginia voting laws impacting redistricting process and elections

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violation, the Attorney General may commence a civil action in the appropriate circuit court for appropriate relief.

B. In such civil action, the court may:

1. Award such preventive relief, including a permanent or temporary injunction, restraining order, or other order against the person responsible for a violation of this title, as is necessary to assure the full enjoyment of the rights granted by this title.
2. Assess a civil penalty against the respondent (i) in an amount not exceeding \$50,000 for a first violation and (ii) in an amount not exceeding \$100,000 for any subsequent violation. Such civil penalties are payable to the Voter Education and Outreach Fund established pursuant to [§ 24.2-131](#).
3. Award a prevailing plaintiff reasonable attorney fees and costs.

C. The court or jury may award such other relief to the aggrieved person as the court deems appropriate, including compensatory damages and punitive damages.

Article VII. Local Government

Section 5. County, city, and town governing bodies

The governing body of each county, city, or town shall be elected by the qualified voters of such county, city, or town in the manner provided by law.

If the members are elected by district, the district shall be composed of contiguous and compact territory and shall be so constituted as to give, as nearly as is practicable, representation in proportion to the population of the district. When members are so elected by district, the governing body of any county, city, or town may, in a manner provided by law, increase or diminish the number, and change the boundaries, of districts, and shall in 1971 and every ten years thereafter, and also whenever the boundaries of such districts are changed, reapportion the representation in the governing body among the districts in a manner provided by law. Whenever the governing body of any such unit shall fail to perform the duties so prescribed in the manner herein directed, a suit shall lie on behalf of any citizen thereof to compel performance by the governing body.

Unless otherwise provided by law, the governing body of each city or town shall be elected on the second Tuesday in June and take office on the first day of the following September. Unless otherwise provided by law, the governing body of each county shall be elected on the Tuesday after the first Monday in November and take office on the first day of the following January.

§ 24.2-304.1. At-large and district elections; reapportionment and redistricting of districts or wards; limits.

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Changes to Virginia voting laws impacting redistricting process and elections

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A. Except as otherwise specifically limited by general law or special act, the governing body of each county, city, or town may provide by ordinance for the election of its members on any of the following bases: (i) at large from the county, city, or town; (ii) from single-member or multi-member districts or wards, or any combination thereof; or (iii) from any combination of at-large, single-member, and multi-member districts or wards. A change in the basis for electing the members of the governing body shall not constitute a change in the form of county government.

B. If the members are elected from districts or wards and other than entirely at large from the locality, the districts or wards shall be composed of contiguous and compact territory and shall be so constituted as to give, as nearly as is practicable, representation in proportion to the population of the district or ward. In 1971 and every 10 years thereafter, the governing body of each such locality shall reapportion the representation among the districts or wards, including, if the governing body deems it appropriate, increasing or diminishing the number of such districts or wards, in order to give, as nearly as is practicable, representation on the basis of population.

C. For the purposes of redistricting and reapportioning representation in 2021 and every 10 years thereafter, the governing body of a county, city, or town shall use the most recent decennial population figures for such county, city, or town from the United States Bureau of the Census, as adjusted by the Division of Legislative Services pursuant to § [24.2-314](#). The census data for these redistricting and apportionment purposes will not include any population figure that is not allocated to specific census blocks within the Commonwealth, even though that population may have been included in the apportionment population figures of the Commonwealth for the purpose of allocating United States House of Representatives seats among the states.

D. Notwithstanding any other provision of general law or special act, the governing body of a county, city, or town shall not reapportion the representation in the governing body at any time other than that required following the decennial census, except as (i) provided by law upon a change in the boundaries of the county, city, or town that results in an increase or decrease in the population of the county, city, or town of more than one percent, (ii) the result of a court order, (iii) the result of a change in the form of government, or (iv) the result of an increase or decrease in the number of districts or wards other than at-large districts or wards. The foregoing provisions notwithstanding, the governing body subsequent to the decennial redistricting may adjust district or ward boundaries in order that the boundaries might coincide with state legislative or congressional district boundaries; however, no adjustment shall affect more than five percent of the population of a ward or district or 250 persons, whichever is lesser. If districts created by a reapportionment enacted subsequent to a decennial reapportionment are invalid under the provisions of this subsection, the immediately preexisting districts shall remain in force and effect until validly reapportioned in accordance with law.

1995, c. [249](#); 2000, c. [884](#); 2001, Sp. Sess. I, c. [6](#); 2002, c. [127](#); 2012, c. [357](#); 2013, c. [483](#); 2020, cc. [1229](#), [1265](#).

The chapters of the acts of assembly referenced in the historical citation at the end of this section may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

Memorandum

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Chapter 3. Election Districts, Precincts, and Polling Places

- **Article 2.1. Reapportionment of Local Election Districts**

- [§ 24.2-304.1](#)

- At-large and district elections; reapportionment and redistricting of districts or wards; limits

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- Requirements for town precincts

- [§ 24.2-309](#)

- Establishment of precinct with less than minimum number of voters; conduct of elections where all voters do not have same choice of candidates

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[§ 24.2-309.1](#)

Repealed

[§ 24.2-309.2](#)

Election precincts; prohibiting precinct changes for specified period of time

[§ 24.2-310](#)

Requirements for polling places

[§ 24.2-310.1](#)

Polling places; additional requirement

- **Article 4. Effective Dates of Redistricting Measures**

[§ 24.2-311](#)

Effective date of decennial redistricting measures; elections following decennial redistricting

[§ 24.2-312](#)

Effective date of other redistricting measures; elections following annexation

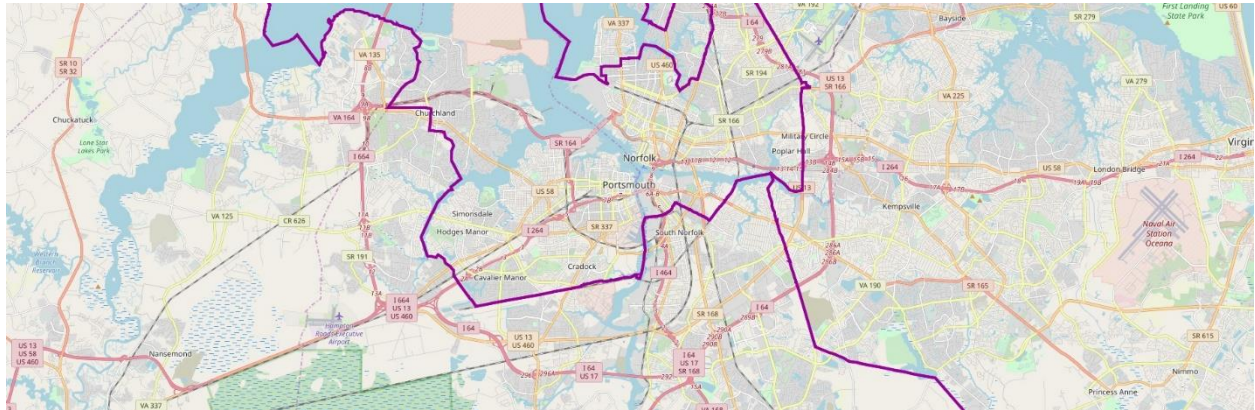
[§ 24.2-313](#)

Rescheduling of certain local elections following the decennial redistricting of districts for the governing body

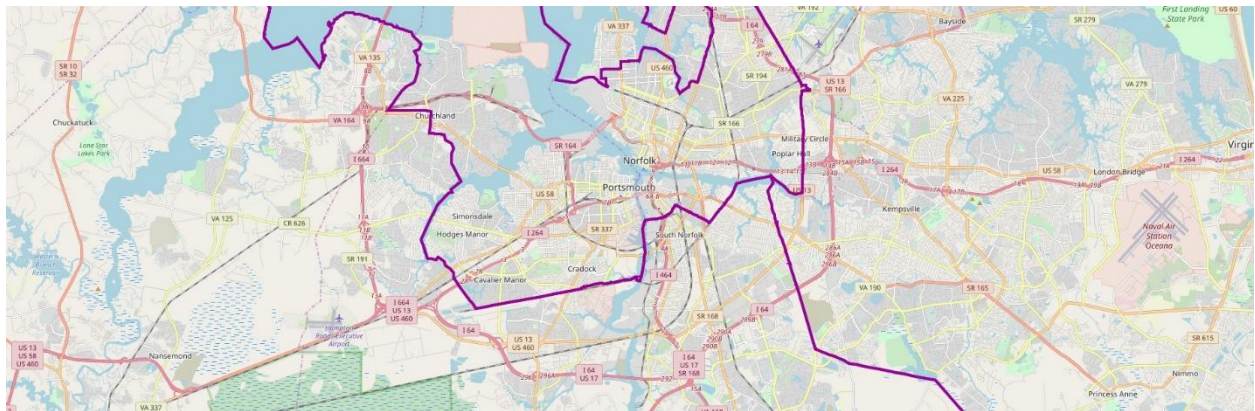
- **Article 5. Population Data** [Read all](#)

[§ 24.2-314](#)

Population data; reallocation of prison populations



Guide to Local Redistricting for 2021



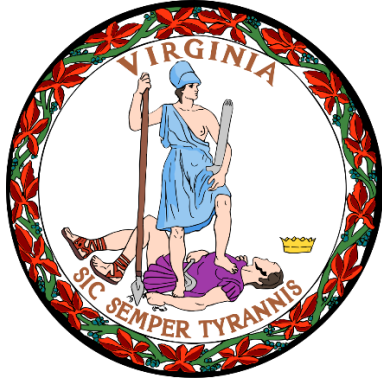
Virginia Division of Legislative Services

Guide to Local Redistricting for 2021

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*For Jack Austin, my mentor and friend.
He would want you to know that the precincts listed
in the district descriptions in the Code of Virginia are just a snapshot in time.
- M.L.*



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Guide to Local Redistricting for 2021

1. Introduction to Redistricting

1.1. What Is Redistricting?

Redistricting is the process of redrawing the boundaries of districts that elect representatives who serve specific geographic areas. Redistricting occurs every 10 years following the United States decennial census and is the responsibility of state and local governments. It is governed by federal and state constitutional and statutory laws.

1.2. Basic Principles of Redistricting

While the laws governing redistricting are vast, complex, and ever evolving, here are a few basic principles that guide the process:

Redistricting must be done every 10 years in the year ending in one. Prior to the 1960s, many states did not redraw their election district boundaries on a regular basis despite the occurrence of shifts in population, which often led to districts with wide variations in population numbers. Due to a series of rulings by the U.S. Supreme Court in this matter, states must redistrict every 10 years following the United States decennial census.

Article VII, Section 5 of the Constitution of Virginia specifically requires any locality that conducts elections by district to change its district boundaries every 10 years in the year ending in one.

Districts must be drawn using census data. The United States decennial census is the primary data source on population, age, and race used in redistricting. While there is no federal requirement that census data be used for redistricting, § ***24.2-304.1*** of the Code of Virginia requires local governments to use the most recent decennial population figures for such county, city, or town for the purposes of redistricting and reapportioning representation.

During the 2011 cycle, this Code section required the use of those “figures [that were] identical to those from the actual enumeration conducted by the United States Census Bureau (the Census Bureau) for the apportionment of representatives in the United States House of Representatives.” However, the 2020 Regular Session of the General Assembly amended this requirement so that in the 2021 redistricting cycle the data to be used will be the census data as adjusted by the Division of Legislative Services to reflect the reallocation of prison populations. See **Section 4.2** for more about this reallocation process.

Districts must be equal in population. The same U.S. Supreme Court cases that require districts be redrawn every 10 years also require those districts to be equal in population. This is the “one-person, one-vote” principle. For congressional districts, this means that the population of one congressional district must be essentially equal to another. For other districts, the standard is not as strict, instead requiring “substantially” equal populations in like districts. The Constitution of Virginia requires local election districts to use the substantially equal population standard.



Districts cannot be drawn to discriminate based on race. One of the most complicated and, as a result, frequently litigated areas of redistricting law relates to race-based redistricting. See **Section 5.4** for more detail on this issue. Generally, though, the Equal Protection Clause of the ***Fourteenth Amendment*** to the Constitution of the United States has been interpreted as prohibiting districts from being drawn to segregate citizens into districts based on race. This is racial gerrymandering. In addition, the Voting Rights Act of 1965 (P.L. 89-110), as amended, prohibits districts from being drawn in such a way that the result is a denial or abridgement of the right to vote on account of race, color, or status as a member of a language minority group.

A proposed amendment to the Constitution of Virginia will be submitted to the voters at the November 2020 general election and, if approved, ***Article II, Section 6*** will include a requirement for racial and ethnic fairness:

Every electoral district shall be drawn in accordance with the requirements of federal and state laws that address racial and ethnic fairness, including the Equal Protection Clause of the ***Fourteenth Amendment*** to the Constitution of the United States and provisions of the Voting Rights Act of 1965, as amended, and judicial decisions interpreting such laws. Districts shall provide, where practicable, opportunities for racial and ethnic communities to elect candidates of their choice.

This addition to the Constitution of Virginia, if approved at the November 2020 general election, will become effective January 1, 2021.

Districts must be contiguous and compact. ***Article VII, Section 5*** of the Constitution of Virginia requires local election districts to “be composed of contiguous and compact territory.”

1.3. Introduction to the Guide to Local Redistricting for 2021

For the four previous redistricting cycles, the Division of Legislative Services has published a Guide to Local Redistricting like this to assist local governing bodies in understanding and preparing for the redistricting process.

While every possible issue and question cannot be predicted or addressed, this Guide provides a thorough introduction to the fundamental aspects and foundational principles of redistricting to equip the localities of Virginia as they begin the redistricting process.

The Guide to Local Redistricting for 2021 is organized into the following sections:

- Section 1. Introduction to Redistricting
- Section 2. Local Election Districts
- Section 3. Precincts and Polling Places
- Section 4. The 2020 Census
- Section 5. Legal Standards Applicable to Local Redistricting
- Section 6. After Redistricting



Additionally, Appendices A and B set out the relevant constitutional and statutory provisions:

- Appendix A. Relevant Constitutional Provision
- Appendix B. Relevant Code of Virginia Sections

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This Guide and the information contained in it are not legal advice. The Guide is intended to be informative and provide an overview of the law and the process of redistricting to serve as a starting point for those undertaking redistricting at the local level.

This Guide and its description of the law and schedule for redistricting are current as of the date of publication. However, the law and schedule are always changing in response to new developments. Each locality must pay close attention to developments at the 2021 Regular Session, and any special sessions, of the General Assembly, on the national scene concerning the 2020 census, and in case law.





Guide to Local Redistricting for 2021

2. Local Election Districts

2.1. Introduction

The Constitution of Virginia requires popular elections for the members of a locality’s governing body. How these elections happen—at large or by district—is left to the governing bodies, but if the members are elected by district, the Constitution of Virginia requires:

1. That a county, city, or town must redistrict in 2021 if it elects any members of its governing body from districts;
2. That the districts must be drawn to comply with the one-person, one-vote standard;
3. That the districts must be contiguous and compact; and
4. That any citizen of a locality can go to court to compel the governing body to redraw its district boundaries if the governing body fails to do so.

For the constitutional language, see *Article VII, Section 5* as set out in full in **Appendix A**.

2.2. Code of Virginia Requirements for Local Redistricting

Just as the General Assembly is responsible for the reapportionment and redistricting of congressional and state legislative districts, local governing bodies are responsible for the local election districts. While *Article VII, Section 5* of the Constitution of Virginia sets forth the basic principles of this responsibility, the Code of Virginia expands on it with additional requirements and necessary details for the reapportionment and redistricting of local election districts. All local governing bodies undertaking this important endeavor should understand the following key provisions:

Reapportionment and redistricting is required every 10 years for certain localities. Subsection A of § *24.2-304.1* authorizes local governing bodies to provide by ordinance for single-member districts, multi-member districts, at-large districts, or any combination of such districts. Any locality that does not elect its governing body entirely at large is subject to the provisions of subsection B of § *24.2-304.1*, which repeats the constitutional requirement that any county, city, or town that elects members of its governing body from districts must reapportion and redraw the election district boundaries every 10 years in the year ending in one.

Local election districts must comply with certain criteria. Subsection B of § *24.2-304.1* repeats the constitutional requirement that local election districts be composed of contiguous and compact territory and give, “as nearly as is practicable, representation in proportion to the population of the district or ward.” This is the equal population standard. Section *24.2-305* restates the contiguous and compact requirement and further provides that each election district must have clearly defined and clearly observable boundaries. See the defined term, “clearly observable boundary,” in § *24.2-305* as set out in full in **Appendix B**. For further discussion regarding equal population, contiguity, and compactness, see **Section 5**.



The most recent decennial population figures for each locality, as adjusted by the Division of Legislative Services, are to be used. Subsection C of § [24.2-304.1](#) requires the use of adjusted census data for reapportionment and redistricting purposes. This is a new requirement, the result of legislation enacted by the 2020 Regular Session of the General Assembly. Beginning with the 2021 redistricting, any person incarcerated in a federal, state, or local correctional facility within the Commonwealth is to be counted as a resident of the locality where his address at the time of incarceration is located. Because the Census Bureau counts such persons at the facilities in which they are incarcerated and reports the population as such, this requires the population data received from the census to be adjusted. By law, the Division of Legislative Services is tasked with adjusting this data and making it available within 30 days of receipt of the census data.

Local decennial redistricting measures take effect immediately but do not cut short the term of any governing body member. Subsection B of § [24.2-311](#) provides that ordinances adopted by local governing bodies to accomplish the decennial redistricting required by [Article VII, Section 5](#) of the Constitution of Virginia take effect immediately. It further provides that governing body members in office on the effective date of a decennial redistricting measure are to complete their terms of office. As provided by § [24.2-304.6](#), local officials, including members of school boards or planning commissions, complete their terms of office regardless of loss of residency in their districts due to the redistricting measure.

Each locality is responsible for determining its obligations from multiple sources. It's important for each locality to review the sections of the Code of Virginia set out in full in [Appendix B](#), as there are many requirements and provisions in addition to those addressed in this Guide.

For example, § [24.2-304.3](#) requires a copy of the ordinance adopting the redistricting plan to be recorded in the official minutes of the governing body, along with a description of the boundaries and a map showing the boundaries of the districts. A requirement new for the 2021 redistricting is that a Geographic Information System (GIS) map that shows the district boundaries must be sent to the local elected board, the Secretary of the Commonwealth, the Department of Elections, and the Division of Legislative Services.

Additionally, each city and town should review its charter in order to determine whether it contains provisions related to redistricting. Any county with a charter or an optional form of government should review its charter or the statutes applicable to its form of government for possible special provisions applicable to redistricting.

2.3. Elected School Boards

For the localities that have made the switch from appointed to elected school boards, the dates of elections, terms of office, and election districts for school board members will generally mirror those for members of the governing body. As such, most of the counties and cities that elect their governing bodies from districts will be redrawing those district lines for both their governing bodies and their school boards. Section [22.1-57.3](#) provides in pertinent part:

Elections of school board members in a county, city, or town shall be held to coincide with the elections for members of the governing body of the county, city, or town at the regular general election in November or the regular general election in May, as the case may be . . .



. . . The terms of the members of the elected school board for any county, city, or town shall be the same as the terms of the members of the governing body for the county, city, or town. In any locality in which both the school board and the governing body are elected from election districts, as opposed to being elected wholly on an at-large basis, the elections of the school board member and governing body member from each specific district shall be held simultaneously except as otherwise provided . . .

. . . In any case in which school board members are elected from election districts, as opposed to being elected from the county, city, or town at large, the election districts for the school board shall be coterminous with the election districts for the county, city, or town governing body, except as may be specifically provided for the election of school board members in a county, city, or town in which the governing body is elected at large.

Each locality is responsible for determining whether any applicable charter provision, special law, or optional form of government provision applies to the redrawing of elected school board districts during this decennial process of redistricting.





Guide to Local Redistricting for 2021

3. Precincts and Polling Places

3.1. Introduction

While the establishment of election districts is provided for specifically in the Constitution of Virginia, the establishment of precincts is not. However, precincts do show up in the Constitution in a significant way: the qualification of voters.

Article II, Section 1 of the Constitution of Virginia sets forth the qualifications of voters. One such qualification is to fulfill the residence requirements set forth in that section, which are residency in the Commonwealth and the precinct where one votes. In this way, precincts are a foundational element of democracy.

So what is a precinct? The Code of Virginia defines a “precinct” to be the territory designated by the governing body of a county, city, or town to be served by one polling place.¹ A “polling place” is defined as the structure that contains the one place provided for each precinct at which the qualified voters who are residents of the precinct may vote.²

Precincts are subject to a number of statutory provisions, present a variety of issues in elections administration, and are a key part of the redistricting process.

3.2. Code of Virginia Requirements for Precincts and Polling Places

First, a few basic points from the Code of Virginia about precincts:

The establishment of precincts is the responsibility of local governing bodies. Section **24.2-307** directs the governing body of each county and city to establish by ordinance as many precincts as the governing body deems necessary. These governing bodies are also authorized to increase or decrease the number of precincts and to alter the boundaries of precincts, subject to requirements and restrictions in the Code of Virginia. Section **24.2-308** directs the establishment of one precinct for each town unless the town council establishes more than one precinct by ordinance.

Precincts must comply with certain criteria. Section **24.2-305** requires precincts to “be composed of compact and contiguous territory” and to “have clearly defined and clearly observable boundaries.” See **Section 5** for further discussion regarding contiguity and compactness and see the defined term, “clearly observable boundary,” set out in full in **Appendix B**.

Precincts are subject to requirements for minimum and maximum numbers of registered voters.³ Section **24.2-307** provides that at the time a precinct is established, it cannot have more

¹ VA. CODE § **24.2-101**.

² *Id.*

³ For the purposes of this requirement, “registered voter” includes only persons maintained on the Virginia voter registration system with active status. See VA. CODE § **24.2-101**.



than 5,000 registered voters. The general registrar is responsible for notifying the governing body whenever the number of voters who actually voted in a precinct in a presidential election exceeds 4,000, and the governing body must then revise the precinct boundaries. Additionally, § 24.2-307 sets a minimum number of registered voters for precincts. At the time a precinct is established, it can have no fewer than 100 registered voters for a county precinct and no fewer than 500 registered voters for a city precinct.

Precincts must be wholly contained within certain types of election districts. Section 24.2-307 requires each county and city precinct to be wholly contained within a single congressional district, state Senate district, House of Delegates district, and election district used for the election of one or more members of the governing body or school board. Section 24.2-308 provides that each town precinct must be wholly contained within any election district used for the election of one or more town council or school board members. See the following **Section 3.3** for more discussion on this “wholly contained” requirement and the issue of split precincts.

3.3. Split Precincts

A split precinct is one in which not all voters in the precinct have the same candidates for a particular type of office on their ballots. Split precincts create confusion for voters and headaches for election officials.

The law has long required precincts to be wholly contained within a single local election district. This was easily attainable since the same authority was responsible for establishing both. Precincts split among congressional and state legislative districts, on the other hand, were inevitable. While the General Assembly was drawing the congressional and state legislative districts, using the previous decade’s precincts as the basis for the maps, local governing bodies were making changes to those very precinct lines. When those new precinct boundaries were then laid on top of the congressional and state legislative districts, the result was often a split precinct. The common practice to address these split precincts was by adopting legislation in the following legislative sessions to make technical adjustments to the congressional or state legislative district lines so that the district lines and precinct boundaries aligned. This is no longer viewed to be an option, so other efforts to address the split precinct issue have been made.

The 2020 Regular Session of the General Assembly passed legislation⁴ amending § 24.2-307 to require county and city precincts to be wholly contained within a single congressional district, state Senate district, and House of Delegates district, in addition to local election districts. Recognizing the practical realities of how the redistricting process unfolds, the law requires the governing body to establish precincts to be consistent with those election districts adopted by the appropriate authority by June 15 in the year ending in one. However, if congressional or state legislative districts have not been adopted by that date, the governing bodies may use the districts as they existed on June 15 of that year as the basis for establishing the precinct boundaries for the November elections held that year. Precinct boundaries must be established to be consistent with any subsequent changes to the congressional, state Senate, House of Delegates, and local election districts and such new boundaries will apply to future elections.

If the governing body is unable to establish a precinct with the minimum number of registered voters without splitting the precinct, the State Board of Elections may grant a waiver

⁴ Chapter 1268 of the Acts of Assembly of 2020.



to administer a split precinct or direct the governing body to establish a precinct with fewer than the minimum number of voters.

3.4. Precinct Boundaries and the Census Bureau’s Voting District Project

Section *24.2-305* requires precincts to have clearly defined and clearly observable boundaries. This standard was adopted in the 1980s so that (i) precinct boundaries can be readily identified by voters, candidates, and those administering elections and (ii) census population counts can be reported for each individual precinct. The Census Bureau will not give a population count for a precinct unless the boundaries of the precinct meet the Bureau’s standards for census blocks and can be used as the boundaries of a census tabulation block.

In preparing for the 2020 census, Virginia participated in the Voting District Project, Phase II of the 2020 Census Redistricting Data Program.⁵ The state worked with the Census Bureau to identify, update, and verify the precinct boundaries of Virginia’s 2,465 active precincts on the census maps. This work was done through the nonpartisan census liaisons with the Division of Legislative Services in consultation with general registrars and other local officials and personnel. The precinct boundaries in place at the end of this project are the precincts used to provide census population counts for use in redistricting.

This project is the reason for the “precinct freeze” enacted every 10 years in preparation for redistricting. The current precinct freeze set out in § *24.2-309.2* prohibits the creation, division, abolishment, or consolidation of any precinct or any change to the boundaries of a precinct between February 1, 2019, and May 15, 2021, except in certain circumstances.

At the conclusion of this precinct freeze, localities should review their precincts. During the nearly 2.5-year period in which the precincts are frozen, population shifts may have occurred, resulting in precincts that are now oversized or undersized, and it may be necessary to increase or decrease the number of precincts in the locality, as permitted by § *24.2-307*.

3.5. Polling Places

The requirements for polling places are provided in §§ *24.2-310* and *24.2-310.1*. There must be one polling place for each precinct. The polling place for a county, city, or town precinct must (i) be located in the precinct or within one mile of the precinct boundary, (ii) meet accessibility requirements, and (iii) be located in a public building whenever practicable. It is important to consider the availability of appropriate polling place facilities when drawing local election district and precinct boundaries. For towns holding elections in November, the town uses the county’s polling places.

⁵ This project provides states the opportunity to submit their voting districts, or precincts, for inclusion in the 2020 Census Redistricting Data Program tabulation, in addition to submitting suggested legal boundary updates and updates to their geographic areas. More information on this project and the Census Redistricting Data Program can be found at <https://www.census.gov/programs-surveys/decennial-census/about/rdo/program-management.html> [last visited October 19, 2020].





4. The 2020 Census

4.1. Introduction

The 2020 census, conducted by the U.S. Department of Commerce through the Census Bureau, is the twenty-fourth census in U.S. history, and it will provide the basis for the reapportionment among the states of the 435 seats in the United States House of Representatives. It will also be used to redraw congressional, state legislative, and local election districts.

Legal Basis

The decennial census is a constitutional requirement. *Article I, Section 2, Clause 3* of the Constitution of the United States requires an “actual Enumeration” of all people in the United States. This enumeration is then used to determine the number of seats each state will have in the United States House of Representatives for the upcoming decade. Currently, Virginia has 11 seats, and it is predicted that Virginia will hold onto those seats.

Federal law requires that the census data be reported to the states in order for it to be used by the states to establish congressional, state legislative, and local election districts.⁶ How that census data is used, however, is left to the states. Subsection C of § *24.2-304.1* of the Code of Virginia requires the use of the census data, as adjusted by the Division of Legislative Services, in the drawing of local election districts.

Developments for the 2020 Census

Like the 2010 census, the 2020 census is short form, collecting only basic information. The 2020 census is, however, the first to use the Internet as the primary response method.

The 2020 questions regarding race and ethnicity are different from previous years. Multiple Hispanic ethnicities, such as Mexican and Puerto Rican, are collected within the broader category. There is also a write-in option for the White racial and Black racial categories.

Because the census collects protected personal information, the Census Bureau must take steps to protect that data from disclosure in a way that allows individuals and their information to be identified while still providing data that can be used by states to conduct accurate redistricting. The 2020 census will utilize an algorithmic approach to privacy protection called *differential privacy*.⁷ Differential privacy allows the Census Bureau to determine a mathematically precise balance between privacy protection and data accuracy and to ensure that that balance will stay constant into the future. The Census Bureau has continued to develop this Disclosure Avoidance System ahead of the release of redistricting data, with a focus on improving the accuracy of population data.

⁶ P.L. 94-171 (1975).

⁷ More information on the Disclosure Avoidance System and the 2020 census can be found at https://www.census.gov/about/policies/privacy/statistical_safeguards/disclosure-avoidance-2020-census.html [last visited October 19, 2020].



In response to the COVID-19 pandemic, the Census Bureau has announced it is seeking permission from Congress to delay its 2020 census data delivery by 120 days. See **Section 4.4** for further discussion concerning this delay and its potential impact on Virginia’s redistricting process.

There are two basic pieces of information needed to redraw election district lines: population data (**Section 4.2**) and maps (**Section 4.3**). The Census Bureau provides both.

4.2. Population Data

P.L. 94-171 Data

Public Law 94-171 is the federal law directing the Census Bureau to provide redistricting data needed by the states. P.L. 94-171 data, or redistricting data, is the data the localities will use to redistrict in 2021, just as the General Assembly will use the data to redraw congressional and state legislative districts.⁸ This data gives total and voting age population counts and Hispanic and racial data for each geographic unit.

Under federal law, the Census Bureau is required to report this data to the 50 states by April 1, 2021. However, in light of the COVID-19 pandemic and its impact on the 2020 census operations, it is unclear when this data may be received in 2021 (see **Section 4.4** for further discussion).

Residence Criteria and Situations

A perennial question regarding the decennial census is “who is counted where.” As a general rule, people are counted at their usual residence, the place where they live and sleep most of the time. Persons who live in “group quarters” are counted at that facility, and persons who do not have a usual residence are counted where they are on Census Day, or April 1, 2020. The Census Bureau has detailed guidance for determining where people should be counted.⁹ A few examples:

- United States military personnel assigned to a United States military vessel with a United States homeport on Census Day are counted at the onshore United States residences where they live and sleep most of the time. If the personnel do not have onshore United States residences, they are counted at their vessel’s homeport.
- Any person incarcerated in a federal, state, or local correctional facility is counted at the facility where he is incarcerated.
- A college student living away from his parent’s or guardian’s home while attending college in the United States, living either on-campus or off-campus, is counted at the on-campus or off-campus residence where he lives and sleeps most of the time.
- A baby born on Census Day is counted at the residence where he will live and sleep most of the time, even if he is still in a hospital on Census Day.

⁸ As adjusted by the Division of Legislative Services to reflect the reallocation of prison populations; see subsection C of § [24.2-304.1](#) of the Code of Virginia.

⁹ *Federal Register*, Vol. 83, No. 27 (February 8, 2018).



Reallocation of Prison Populations

The 2020 Regular Session of the General Assembly enacted legislation that will adjust the P.L. 94-171 data to reflect the reallocation of the prison populations in the Commonwealth.¹⁰ Any person incarcerated in a federal, state, or local correctional facility whose address at the time of incarceration was located within the Commonwealth will be deemed to reside at such address. Any incarcerated person whose address at the time of incarceration was located outside of the Commonwealth or cannot be determined will be deemed to reside at the location of the facility in which he is incarcerated. The Division of Legislative Services is responsible for adjusting the P.L. 94-171 data to reflect this reallocation based on residency and is required to make the adjusted data available within 30 days of receipt of the P.L. 94-171 data from the Census Bureau.

Race and Ethnicity

Questions about race and ethnicity are included in the decennial census in order to gather data necessary to facilitate enforcement of the Voting Rights Act, which prohibits the enactment of redistricting plans that result in a denial or abridgement of the right of any citizen of the United States to vote on account of race or color or membership in a language minority group.

The U.S. Office of Management and Budget standards¹¹ specify five minimum categories for data on race: American Indian or Alaska Native, Asian, Black or African American, Native Hawaiian or Other Pacific Islander, and White. It also provides two categories for data on ethnicity: Hispanic or Latino and Not Hispanic or Latino.

Total and Voting Age Population

As in 2011, the Census Bureau will report the total population and the voting age population for each geographic unit.

4.3. Census Geography and Maps

Geographic Units

The Census Bureau will report the state's population data using the following geographic units, meaning each geographic unit will have population data assigned to it. The geographic units used are a combination of legal/administrative geography and Bureau-defined geography.

- **Counties, cities, and towns**—the primary legal subdivision of Virginia; the geography of these governmental units is defined by the state and local governments and reported to the Census Bureau. See **Getting the Geography Right** later in this section for further discussion.
- **Voting tabulation districts or VTDs**—precincts and wards; these are defined by the state and local governments and reported to the Census Bureau. Each precinct will be coded with a six-digit number that represents the census locality census code and the Virginia Department of Elections precinct code. See **Getting the Geography Right** later in this section for further discussion.

¹⁰ VA. CODE § 24.2-314.

¹¹ *Federal Register*, Vol. 62, No. 210 (October 30, 1997).



- **Census tract**—a combination of census block tracts that is a statistical and relatively permanent subdivision of a locality. Census tract boundaries typically follow visible features but may follow governmental unit boundaries. Census tracts always nest within counties and cities.
- **Census block group**—a combination of census blocks that is a subdivision of a census tract. These are defined by the Census Bureau.
- **Census block**—Census blocks are king; they are the smallest entity for which the Census Bureau collects and tabulates decennial census information. The Census Bureau defines census blocks, using only visible or nonvisible boundaries shown on census maps as the blocks' boundaries.

Additionally, the Census Bureau will make population data available by congressional and state legislative districts.

TIGER/Line Shapefiles

A shapefile is a geospatial data format for use in geographic information system (GIS) software. The TIGER/Line Shapefiles are the fully supported core geographic product from the Census Bureau. They are extracts of selected geographic and cartographic information from the Census Bureau's Master Address File/Topologically Integrated Geographic Encoding and Referencing (MAF/TIGER) database. These shapefiles include polygon boundaries of geographic areas and features, but they do not contain any demographic data from the decennial census. Instead, the shapefiles contain a standard geographic identifier for each geographic entity that links to the geographic identifier in the census data.

To use these shapefiles, a user must have mapping or GIS software that can import the TIGER/Line Shapefiles. The shapefiles are not provided by the Census Bureau in any vendor-specific format. With the appropriate software, a user can produce maps ranging in detail from a neighborhood street map to a map of the United States. To date, many local governments have used the TIGER data in applications requiring digital street maps. Software companies have created products for the personal computer that allow consumers to produce their own detailed maps. Localities will want to work with their planning departments and local planning commissions to use TIGER data.

Getting the Geography Right

Because redistricting done by both the General Assembly and local governments will use population data assigned by geographic unit, it is vitally important that the geography that the Census Bureau uses reflects what the state and each local government understands it to be. Fortunately, there are opportunities throughout each decade to get the geography right. For the 2021 redistricting cycle, two such opportunities are the Boundary and Annexation Survey and the 2020 Census Redistricting Data Program.

Boundary and Annexation Survey. The Census Bureau conducts the Boundary and Annexation Survey (the BAS) annually to collect information about select legally defined geographic areas.¹² The BAS is used to update information about legal boundaries and names of all governmental units in the United States. It provides local governments the opportunity to

¹² More information on the Boundary and Annexation Survey can be found at <https://www.census.gov/programs-surveys/bas.html> [last visited October 19, 2020].



review the Census Bureau’s boundary data to ensure that the Bureau has the correct legal boundary, name, and status information of the various geographic areas. The legal boundaries collected through the BAS are used by the Census Bureau to tabulate data for the decennial census.

Each year, the Census Bureau sends the BAS Annual Response email to key contacts in local government. This includes:

- The government’s highest elected official, such as the mayor or county executive; and
- A GIS staff person, planner, clerk, or other contact.

By responding to the BAS, local governments are able to ensure that the legal boundaries of the various geographic units for which the Census Bureau reports population data are correct. For example, if the Census Bureau uses the boundary between two counties as the boundary of several census blocks and, as a result, several VTDs, it is important that that boundary be what those two counties understand it to be.

The 2020 Census Redistricting Data Program. The first two phases of the 2020 Census Redistricting Data Program¹³ also present opportunities for state and local governments to review and submit changes to various geographic and governmental area boundaries. As opposed to the BAS, which is conducted annually, this program is conducted in the run-up to the decennial redistricting.

- Phase 1 was the Block Boundary Suggestion Project. It provided states the opportunity to submit suggested legal boundary updates as well as updates to other geographic areas. Participation in Phase 1 was conducted for Virginia through the Division of Legislative Services in two stages, the first being the initial identification (December 2015 through May 31, 2016) and the second being the verification of updates (December 2016 through May 31, 2017).
- Phase 2 was the Voting District Project. It provided states the opportunity to submit their voting districts for inclusion on the P.L. 94-171 Redistricting Data, in addition to allowing states to submit suggested legal boundary updates as well as updates to other geographic areas. Participation in Phase 2 was conducted for Virginia through the Division of Legislative Services in three stages, the first being an initial identification (December 2017 through May 31, 2018), the second and third being verification of updates (December 2018 through May 31, 2019, and December 2019 through March 31, 2020). During these stages, local government officials were contacted by the Division of Legislative Services to provide shapefiles or GIS maps of the locality’s precinct boundaries and to review any errors or mismatches identified by the Census Bureau.

4.4. P.L. 94-171 Data Delivery Delay: Let’s Panic!

On April 13, 2020, the Census Bureau announced it was delaying its census field operations due to the COVID-19 pandemic and, at the same time, requested from Congress the authority to delay the delivery of census data.

¹³ More information on the 2020 Census Redistricting Data Program management and each of these two stages can be found at <https://www.census.gov/programs-surveys/decennial-census/about/rdo/program-management.html#P1> [last visited October 19, 2020].



Under current law, the data used to reapportion the number of congressional seats among the 50 states is required to be delivered to the President of the United States by December 31, 2020, and the data used by the states to redraw congressional and state legislative districts is due to the states no later than March 31, 2021. The Census Bureau's request was for an additional 120 days, delaying delivery of data to the President until April 30, 2021, and delivery of data to the states until July 31, 2021. This delay would obviously have a major impact on Virginia and its ability to redistrict in time for the elections scheduled for November 2021.

However, later in the summer, the Administration requested additional funding to complete the census on time, in lieu of the deadline delay, and on August 3, 2020, the Secretary of Commerce approved a new schedule that would end field operations by September 30, 2020, and the initial data processing stage by December 31, 2020.

A lawsuit was soon filed in a federal district court and that court ordered the 2020 census count to continue through October 31, 2020. The Administration, in response, filed with the U.S. Supreme Court an application for a stay pending an appeal, and on October 13, 2020, the Court granted the stay pending disposition of the appeal in the U.S. Court of Appeals for the Ninth Circuit, meaning the Court granted the Administration's request to discontinue the census count.

This information is current as of the date of publication. For more up-to-date information, please refer to the *Ross v. National Urban League* case page on the SCOTUS blog website¹⁴.

¹⁴ See <https://www.scotusblog.com/case-files/cases/ross-v-national-urban-league/> [last visited November 2, 2020].





Guide to Local Redistricting for 2021

5. Legal Standards Applicable to Local Redistricting

5.1. Introduction

There are a number of legal tests and standards that are used to measure the validity of redistricting plans. The following sections outline and provide a general overview of those standards that should be kept in mind when drawing plans and that will be used to evaluate the plans after the fact.

5.2. Equal Population

Equal population is the most fundamental requirement of redistricting for congressional, state legislative, and local election districts, rooted in the Constitution of the United States and the Constitution of Virginia.

Congressional Districts

The equal population requirement for congressional districts is based on *Article 1, Section 2* of the Constitution of the United States and is a strict standard of equality. The U.S. Supreme Court first articulated the “one-person, one-vote” principle in its ruling in *Wesberry v. Sanders*¹⁵, determining that the language of *Article 1, Section 2* that says representatives in the United States House of Representatives are to be chosen “by the people of the several States” means that one person’s vote in a congressional district should carry the same weight as another’s.

State Legislative Districts

The equal population requirement for state legislative districts is based on the Equal Protection Clause of the *Fourteenth Amendment* to the Constitution of the United States and requires “substantial equality” among legislative districts. The U.S. Supreme Court distinguished the population standards for state legislative districts from congressional districts in *Reynolds v. Sims*.¹⁶

Local Election Districts

The U.S. Supreme Court has held that the substantially equal population requirement of the Equal Protection Clause applies to local election districts, as well.¹⁷ *Article VII, Section 5* of the Constitution of Virginia also contains an equal population requirement for local election districts, requiring districts to be constituted to give “as nearly as is practicable, representation in proportion to the population of the district.” This requirement is repeated in subsection B of § *24.2-304.1* of the Code of Virginia.

¹⁵ *Wesberry v. Sanders*, 376 U.S. 1 (1964).

¹⁶ *Reynolds v. Sims*, 377 U.S. 533 (1964).

¹⁷ *Avery v. Midland County*, 390 U.S. 474 (1968).



Substantial equality and permitted deviations. The U.S. Supreme Court has held that local election districts are subject to the substantially equal population standard, meaning the populations of local election districts do not have to be precisely equal. With this standard of substantial equality and permitted deviations, the question is, then, how much deviation is permitted and under what circumstances. Case law answering this question has evolved over the decades and, in 2016, the U.S. Supreme Court provided a clear and concise summation of where the standard stands now:

States must draw congressional districts with populations as close to perfect equality as possible. But, when drawing state and local legislative districts, jurisdictions are permitted to deviate somewhat from perfect population equality to accommodate traditional districting objectives, among them, preserving the integrity of political subdivisions, maintaining communities of interest, and creating geographic compactness. When the maximum population deviation between the largest and smallest district is less than 10 percent, the Court has held, a state or local legislative map presumptively complies with the one-person, one-vote rule. Maximum deviations above 10 percent are presumptively impermissible.¹⁸

Therefore, the answer to the question is that local election districts should have populations that are substantially equal to each other, with a plus or minus five percent deviation from the ideal district population. For example, if the ideal district population is 1,000 persons, a district may have as many as 1,050 persons or as few as 950 persons in it.

Local election district plans with an overall deviation of 10 percent or less are presumptively constitutional, but that does not mean the plans are immune from challenge and invalidation. The U.S. Supreme Court has specifically rejected both (i) regional protectionism, versus protection of political subdivisions, and (ii) incumbent protection when not applied in a consistent and neutral way as rational state policies when invalidating legislative district maps in Georgia that had an overall deviation of less than 10 percent.¹⁹

On the other hand, local election district plans with an overall deviation of more than 10 percent are presumed to violate the Equal Protection Clause, but that does not mean such plans will not be upheld. In these types of challenges, the local governing body has the burden of proving that there was a rational policy that was advanced by this higher deviation.

5.3. Contiguity and Compactness

Article VII, Section 5 of the Constitution of Virginia requires local election districts to be composed of contiguous and compact territory. This requirement is repeated in subsection B of § 24.2-304.1 and in § 24.2-305 of the Code of Virginia.

Two cases related to state legislative districts and the identical requirement that they be contiguous and compact²⁰ provide guidance on what this requirement means for local election

¹⁸ *Evenwel v. Abbott*, 136 S. Ct. 1120 (2016).

¹⁹ *Larios v. Cox*, 542 U.S. 947 (2004).

²⁰ See VA. CONST. *Art. II, § 6*.

districts. In *Jamerson v. Womack*, the Supreme Court of Virginia held that the constitutional requirement of compactness is limited to spatial restrictions and does not mean that the districts must be compact in content as well.²¹ A decade later, in *Wilkins v. West*, the Supreme Court of Virginia found that while a voting district that contains two sections completely severed by another land mass would not satisfy the constitutional requirement of contiguity and compactness, the geography and population of Virginia necessitates that some electoral districts include water.²² Significantly, the Court held that landmasses separated by water may still meet the contiguity requirement.

Compactness Measures

There are several statistical methods to measure the comparative compactness of districts. These measures may produce different results and are offered by expert witnesses in litigation. The courts have not agreed on one single measure of compactness and have often relied on the appearance of a district—a visual or “eyeball” evaluation.

5.4. Race and Redistricting

And then there is the thorniest of issues: race and redistricting. As stated in the introduction to this Guide, this is the most complex area of redistricting law and, as such, is frequently litigated.

There are two primary bodies of law when it comes to race and redistricting, one constitutional and one statutory: the Equal Protection Clause of the *Fourteenth Amendment* to the Constitution of the United States and the Voting Rights Act of 1965, as amended.

Please note: In previous redistricting cycles, Virginia and most of its localities were subject to preclearance under Section 5 of the Voting Rights Act, meaning that any change to an election law, practice, or procedure, and all redistricting plans, had to be submitted for approval by the U.S. Department of Justice or a special U.S. District Court for the District of Columbia. However, in 2013, the U.S. Supreme Court found that the coverage formula used to determine which specific jurisdictions were subject to the preclearance requirement was unconstitutional.²³ As a result of this ruling, the Section 5 preclearance requirement is no longer enforceable.

5.4.1. Equal Protection Clause and Racial Gerrymandering

The Equal Protection Clause of the *Fourteenth Amendment* states, in relevant part, that no state shall deny to any person within its jurisdiction the equal protection of the laws. In the context of redistricting, this means a state cannot, without sufficient justification, separate its citizens into different voting districts on the basis of race.²⁴ To do so would be an impermissible racial gerrymander.

Prior to 1993, the concept of racial gerrymandering surfaced in cases against minority groups. In *Shaw v. Reno*, however, the U.S. Supreme Court held that plaintiffs could challenge a North Carolina congressional plan as an impermissible racial gerrymander under the Equal

²¹ *Jamerson v. Womack*, 423 S.E.2d 180 (Va. 1992)

²² *Wilkins v. West*, 571 S.E.2d 100 (Va. 2002)

²³ *Shelby County v. Holder*, 570 U.S. 529 (2013).

²⁴ *Bethune-Hill v. Virginia State Board of Elections*, 137 S. Ct. 788 (2017).



Protection Clause.²⁵ The plaintiffs were residents of the challenged district but did not sue as members of a minority or protected class. Racial gerrymandering took on a completely new meaning.

Standing

To challenge a race-based redistricting plan as an impermissible racial gerrymander, an individual must have standing. This requires the plaintiff to be a resident of the challenged district.

Where a plaintiff resides in a racially gerrymandered district, however, the plaintiff has been denied equal treatment because of the legislature's reliance on racial criteria, and therefore has standing to challenge the legislature's action.²⁶

An individual who lives outside of a racially gerrymandered district will not have standing unless he is able to present specific supporting evidence that he personally has been subjected to a racial classification.

Once standing has been established, the burden is on the plaintiff to prove a racial gerrymandering claim.

Race May Be Considered

The U.S. Supreme Court has recognized that race may be considered in the redistricting process. The Court has made it clear that it “never has held that race-conscious state decision making is impermissible in all circumstances,” and has recognized that a legislature will always be aware of race when it draws district lines, just as it is aware of other demographic factors, like age and economic status.²⁷ That race was considered in and of itself does not mean an impermissible racial gerrymander has occurred.

Race Cannot Predominate

Proving a racial gerrymander requires proof that race was the predominant consideration in the drawing of the districts.

A plaintiff pursuing a racial gerrymandering claim must show that “race was the predominant factor motivating the legislature’s decision to place a significant number of voters within or without a particular district.” To do so, the “plaintiff must prove that the legislature subordinated traditional race-neutral districting principles . . . to racial considerations.”²⁸

In *Bethune-Hill v. Virginia State Board of Elections*, the U.S. Supreme Court cautioned that a plan is not required to conflict with traditional redistricting principles as a threshold issue, but it also stated that a conflict or inconsistency could be persuasive circumstantial evidence in showing racial predomination.²⁹

²⁵ *Shaw v. Reno*, 509 U.S. 630 (1993).

²⁶ *United States v. Hayes*, 515 U.S. 737 (1995).

²⁷ *Shaw v. Reno*, 509 U.S. 630 (1993).

²⁸ *Alabama Legislative Black Caucus v. Alabama*, 135 S. Ct. 1257 (2015).

²⁹ *Bethune-Hill v. Virginia State Board of Elections*, 137 S. Ct. 788 (2017).



In *Alabama Legislative Black Caucus v. Alabama*, the U.S. Supreme Court addressed how equal population requirements factor into a racial gerrymander challenge.

[A]n equal population goal is not one factor among others to be weighed against the use of race to determine whether race “predominates.” Rather, it is part of the redistricting background, taken as a given, when determining whether race, or other factors, predominate in a legislator’s determination as to how equal population objectives will be met.³⁰

Any analysis of whether race was a predominant factor must be made on a district-by-district basis, rather than the state as a whole, and should not be limited to only those parts of a district line that conflict with traditional redistricting principles.

Racial predominance can be proven through circumstantial evidence of a district’s shape and demographics, direct evidence of legislative intent, or a combination of both.

An informative example of direct evidence of legislative intent is highlighted in Virginia’s own *Bethune-Hill*, in which the U.S. Supreme Court found the state had employed a mandatory black voting-age population (BVAP) floor of 55 percent in constructing the challenged districts and that, in doing so, race had predominated over traditional districting factors.³¹

If a plaintiff is able to prove that race was the predominant motive of the legislature in drawing a district, a racial gerrymander has been proven, but that does not mean the district will be invalidated.

Strict Scrutiny, Narrowly Tailored To Achieve a Compelling Governmental Interest

If a plaintiff shows that race predominated in the drawing of a district, the plan will be subject to a strict scrutiny analysis. This means the defendant (the state) must demonstrate that the plan was narrowly tailored to achieve a compelling interest if the district is to be upheld. This can be demonstrated by a showing that the mapmakers had a “strong basis in evidence” supporting their decision to make race-based choices.³² This standard does not demand the state’s actions be “actually necessary” for statutory compliance to constitute a compelling state interest; the legislature just must have had “good reasons” to believe such use was required at the time.³³ This means, the U.S. Supreme Court has said, a functional analysis of the specific district is necessary.³⁴ The U.S. Supreme Court has previously held Virginia performed a sufficient inquiry under this standard when the state legislature’s “primary mapdrawer ‘discussed the [challenged] district with incumbents from other majority-minority districts . . . [and] considered turnout rates, the results of the recent contested primary and general elections,’ and the district’s large prison population.”³⁵ This analysis contrasts with the North Carolina legislature’s actions during the 2011 redistricting process, where the U.S. Supreme Court determined the state did not perform a sufficient analysis because it could “point to no meaningful legislative inquiry” into

³⁰ *Alabama* at 1270.

³¹ *Bethune-Hill*.

³² *Alabama* at 1274.

³³ *Id.*

³⁴ *Id.* at 1272.

³⁵ *Abbott v. Perez*, 138 S. Ct. 2305 (2018). (quoting *Bethune-Hill*).



whether the use of race was required to prevent liability under Section 2 of the Voting Rights Act for a district.³⁶

The Supreme Court has never held that compliance with the Voting Rights Act is a sufficiently compelling state interest to satisfy strict scrutiny. Rather, it has consistently “assumed” that compliance with Section 2 (or Section 5) of the Voting Rights Act was a compelling state interest and struck down redistricting plans on narrow tailoring grounds.

5.4.2. Section 2 of the Voting Rights Act and Minority Vote Dilution

The Voting Rights Act was enacted by Congress in 1965 to give teeth to the *Fifteenth Amendment* to the Constitution of the United States, which provides that the right to vote is not to be denied or abridged by the United States or any state on account of race. Unlike Section 5 of the Voting Rights Act, Section 2 applies to all jurisdictions and remains in effect today. It prohibits any state or political subdivision from imposing any voting qualification, standard, practice, or procedure that results in the denial or abridgement of any U.S. citizen’s right to vote on account of race, color, or status as a member of a language minority group. In the context of redistricting, Section 2 prohibits minority vote dilution.

Plaintiffs filing a Section 2 challenge do not need to prove an intent to discriminate; rather, these claims are dependent on a showing of discriminatory *effects*.

Section 2(b) establishes the requirements for proving a Section 2 claim:

A violation . . . is established if based on the totality of circumstances, it is shown that the political processes leading to nomination or election in the State or political subdivision are not equally open to participation by members of a [protected] class of citizens . . . in that its members have less opportunity than other members of the electorate to participate in the political process and to elect representatives of their choice.

These requirements break down into two primary elements. First, the plaintiffs must prove that their minority group is eligible to bring a Section 2 claim. Second, the plaintiffs must prove that their votes were diluted under the totality of circumstances test.

Gingles Preconditions

In *Thornburg v. Gingles*³⁷, the U.S. Supreme Court established three factors, or preconditions, that must be proven by plaintiffs as a threshold matter in establishing a preliminary vote dilution claim under Section 2. These preconditions establish whether the plaintiffs are members of a class of citizens protected by Section 2.

1. The racial or language minority group “is sufficiently numerous and compact to form a majority in a single-member district”;
2. The minority group is “politically cohesive,” meaning its members tend to vote similarly; and

³⁶ *Cooper v. Harris*, 137 S. Ct. 1455, 1471 (2017).

³⁷ *Thornburg v. Gingles*, 478 U.S. 30 (1986).



3. The “majority votes sufficiently as a bloc to enable it . . . usually to defeat the minority’s preferred candidate.”

The U.S. Supreme Court has offered some guidance on how these preconditions are to be applied in subsequent cases:

- These preconditions for a vote dilution claim apply to single-member districts, as well as multi-member and at-large districts.³⁸
- The majority required by the first precondition means that the minority group be large enough to constitute at least half of the voting-age population in that district.³⁹
- The minority group must be “culturally compact.” Connecting two disparate communities of the same race that otherwise constitute separate communities of interest is not sufficient to satisfy the first precondition.⁴⁰

Totality of Circumstances Test

If plaintiffs are able to prove each of the three *Gingles* factors, the court then examines the “totality of the circumstances” to determine whether the minority group’s opportunity to participate in the electoral process or elect its candidates of choice have been denied or abridged. The following factors that the court will consider have evolved from several cases and a United States Senate report accompanying the 1982 amendments to Section 2:

- The extent of the history of official discrimination touching on the minority group participating in the democratic process;
- Racially polarized voting;
- The extent to which the state or political subdivision has used unusually large election districts, majority vote requirements, anti-single-shot provisions, or other voting practices that enhance the opportunity for discrimination;
- Denial of access to the candidate slating process for members of the group;
- The extent to which the members of the minority group bear the effects of discrimination in areas such as education, employment, and health that hinder effective participation;
- Whether political campaigns have been characterized by racial appeals;
- The extent to which members of the protected class have been elected;
- Whether there is a significant lack of responsiveness by elected officials to the particular needs of the group; and
- Whether the policy underlying the use of the voting qualification, standard, practice, or procedure is tenuous.

Racially Polarized Voting

Proof of legally significant racially polarized voting is a crucial element of a Section 2 vote dilution claim. Racially polarized voting, or racial bloc voting, is found where the race of a

³⁸ *Grove v. Emison*, 507 U.S. 25 (1993).

³⁹ *Bartlett v. Strickland*, 556 U.S. 1 (2009).

⁴⁰ *League of United Latin American Citizens (LULAC) v. Perry*, 548 U.S. 399 (2006).



candidate determines how a voter votes. Expert evidence is frequently offered to prove or disprove a history of racially polarized voting and whether the majority votes as a bloc to the detriment of the minority. Evidence on racial bloc voting patterns is directed at proving or disproving the proposition that minority voters vote for minority candidates and white voters vote for white candidates—that racial voting patterns make it more difficult for minority groups to elect the candidates of their choice. There are a number of methods used to evaluate racial bloc voting patterns, and they can be complicated. The two most commonly used statistical methods for measuring racially polarized voting are homogeneous precinct analysis and bivariate regression analysis. The U.S. Supreme Court has avoided establishing any mathematical formula for determining when racial polarization exists, instead making clear that each challenged district has to be evaluated on its own, with a number of various factors considered.

Majority-Minority Districts.

The U.S. Supreme Court’s Section 2 cases do not specify an exact percentage required to constitute a majority-minority district as required in a *Gingles* analysis. The courts conduct a fact-specific inquiry and weigh the facts concerning total population, voting age population, and other factors. No single percentage can be said to be the number needed to create a majority-minority district. The U.S. Supreme Court has rejected the proposition that a redistricting plan must “maximize” the number of majority-minority districts in Section 2 cases.⁴¹

5.5. Traditional and Emerging Districting Principles

The U.S. Supreme Court first articulated the concept of “traditional districting principles” in *Shaw v. Reno*, when it specifically recognized contiguity and compactness as traditional principles.⁴² In the years that have followed, case law has recognized additional criteria as traditional districting principles. Today, there are six principles or criteria that are considered by the courts as race-neutral, traditional principles:

1. Contiguity;
2. Compactness;
3. Preservation of counties and other political subdivisions;
4. Preservation of communities of interest;
5. Preservation of cores of prior districts; and
6. Protection of incumbents.

There are also a number of emerging criteria being added to the districting landscape in states across the country. Some such criteria include:

- Prohibition on favoring or disfavoring an incumbent, candidate, or political party;
- Prohibition on the use of partisan data; and
- Competitiveness.

⁴¹ *Johnson v. De Grandy*, 512 U.S. 997 (1994).

⁴² *Shaw v. Reno*, 509 U.S. 630 (1993).



Additionally, the 2020 Regular Session of the General Assembly enacted legislation setting out the standards and criteria to be followed when drawing congressional and state legislative districts. While § *24.2-304.04* of the Code of Virginia does not specifically apply these criteria to local election districts, it merits review and is set out in full in **Appendix A**.

5.6. Balancing Competing Legal Interests

The difficult reality of redistricting is that there are a number of legal requirements that are not always compatible and it is only through litigation after the fact that the flaws in how those requirements were balanced are revealed. Traditional districting principles must be considered. Race may be considered but cannot predominate in map drawing. While localities are not subject to the Voting Rights Act Section 5 preclearance this time around, Section 2 does apply. Careful and thorough consideration of multiple factors, evidence-based decision making, and comprehensive records and documentation are keys to a successful redistricting effort at the local level.





Guide to Local Redistricting for 2021

6. After Redistricting

6.1. Preparing for Elections

Once redistricting and any related reprecincting have been completed, the State Board of Elections, working with local registrars, must update the Virginia voter registration system to reflect such changes. Registrars are responsible for updating records to ensure that registered voters are assigned to their proper precincts and election districts. Registrars must notify voters affected by a precinct or district change at least 15 days before the next primary, special, or general election.⁴³

The State Board of Elections will work with general registrars to schedule the large volume of work that must be completed to be ready to conduct orderly elections in 2021. Local officials involved in the redistricting process should keep in mind the time and resource requirements of local election officials who are responsible for notifying voters of the effects of the redistricting process.

6.2. Voting Rights Act Section 5 Preclearance No Longer Required

In previous redistricting cycles, Virginia and most of its localities were subject to preclearance under Section 5 of the Voting Rights Act, meaning that any change to an election law, practice, or procedure, and all redistricting plans, had to be submitted for approval by the U.S. Department of Justice or a special U.S. District Court for the District of Columbia. However, in 2013, the U.S. Supreme Court found that the coverage formula used to determine which specific jurisdictions were subject to the preclearance requirement was unconstitutional.⁴⁴ As a result of this ruling, the Section 5 preclearance requirement is no longer enforceable and, as such, no longer required.

⁴³ VA. CODE § 24.2-306.

⁴⁴ *Shelby County v. Holder*, 570 U.S. 529 (2013).





Guide to Local Redistricting for 2021

Appendix A: Relevant Constitutional Provision

Constitution of Virginia

Article VII. Local Government.

Section 5. County, city, and town governing bodies.

The governing body of each county, city, or town shall be elected by the qualified voters of such county, city, or town in the manner provided by law. If the members are elected by district, the district shall be composed of contiguous and compact territory and shall be so constituted as to give, as nearly as is practicable, representation in proportion to the population of the district. When members are so elected by district, the governing body of any county, city, or town may, in a manner provided by law, increase or diminish the number, and change the boundaries, of districts, and shall in 1971 and every ten years thereafter, and also whenever the boundaries of such districts are changed, reapportion the representation in the governing body among the districts in a manner provided by law. Whenever the governing body of any such unit shall fail to perform the duties so prescribed in the manner herein directed, a suit shall lie on behalf of any citizen thereof to compel performance by the governing body. Unless otherwise provided by law, the governing body of each city or town shall be elected on the second Tuesday in June and take office on the first day of the following September. Unless otherwise provided by law, the governing body of each county shall be elected on the Tuesday after the first Monday in November and take office on the first day of the following January.





Guide to Local Redistricting for 2021

Appendix B: Relevant Code of Virginia Sections

Title 2.2. Administration of Government.

Chapter 5. Department of Law.

§ 2.2-508. Legal service in certain redistricting proceedings.

Upon notification by a county, city or town of a pending civil action challenging the legality of its election district boundaries as required by § 24.2-304.5, the Attorney General shall review the papers in the civil action and may represent the interests of the Commonwealth in developing an appropriate remedy that is consistent with requirements of law, including but not limited to *Article VII, Section 5* of the Constitution of Virginia, Chapter 3 (§ 24.2-302.2 et seq.) of Title 24.2, or Chapter 39 (§ 30-263 et seq.) of Title 30.

Title 15.2. Counties, Cities and Towns.

Chapter 12. General Powers and Procedures of Counties.

Article 1. Miscellaneous Powers.

§ 15.2-1211. Boundaries of magisterial and election districts.

A. County magisterial district boundary lines and names shall be as the governing bodies may establish. Subject to the provisions of § 24.2-304.1, whenever the boundaries of a county have been altered, the governing body shall, as may be necessary, redistrict the county into magisterial districts, change the boundaries of existing districts, change the name of any district, or increase or diminish the number of districts.

B. Whenever redistricting of magisterial or election districts is required as a result of annexation, the governing body of such county shall, within a reasonable time from the effective date of such annexation, not to exceed ninety days, commence the redistricting process which shall be completed within a reasonable time thereafter, not to exceed twelve months.

C. A county may by ordinance provide that the magisterial districts of the county shall remain the same, but that representation on the governing body shall be by election districts, in which event all sections of this Code providing for election or appointment on the basis of magisterial districts shall be construed to provide for election or appointment on the basis of election districts, including appointment to a school board as prescribed by §§ 22.1-36 and 22.1-44.



Chapter 14. Governing Bodies of Localities.

Article 1. General Provisions.

§ 15.2-1400. Governing bodies.

A. The qualified voters of every locality shall elect a governing body for such locality. The date, place, number, term and other details of the election shall be as specified by law, general or special. Qualification for office is provided in Article 4 (§ 15.2-1522 et seq.) of Chapter 15 of Title 15.2.

B. The governing body of every locality shall be composed of not fewer than three nor more than eleven members.

C. Chairmen, mayors, supervisors and councilmen are subject to the prohibitions set forth in §§ 15.2-1534 and 15.2-1535.

D. A governing body may punish or fine a member of the governing body for disorderly behavior.

§ 15.2-1414. Governing bodies may have a legal enumeration of the population.

Any locality wishing to have a legal enumeration of the population of the locality, or part thereof, may make application therefor to the circuit court for the locality. When the application is made, the judge shall forthwith divide the locality, or part thereof, into such districts, with well-defined boundaries, as may appear advisable and shall appoint for each of the districts one enumerator. Before entering on their duties, such appointees shall take an oath before a notary public or other officer qualified to administer oaths under the laws of this Commonwealth, for the faithful discharge of their duties. The enumerators shall at once proceed to enumerate the actual bona fide inhabitants of their respective districts. They shall report to the judge the result of their enumeration and a list of the persons enumerated by them within a reasonable time after their appointment, and a copy of the list of persons so enumerated by them shall be furnished by the enumerators to the clerk of the court, who shall receive the list and keep it open to public inspection. Upon evidence produced before him, the judge may add to the list the name of any person improperly omitted and may strike from the list the name of any person improperly listed. If it appears advisable to the judge, he may order that the enumeration for any or all of the districts be retaken under all the provisions of this section by other enumerators, who shall be forthwith appointed by him. The judge shall cause to be tabulated and consolidated the lists and return to the governing body the results thereof, in accordance with the application of the governing body. The judge shall allow each enumerator a reasonable fee for each day actually employed by him in making the enumeration. He shall certify the allowance and costs to the governing body for payment out of the local treasury, and the allowance shall be a legal charge upon the governmental unit requesting the enumeration.



Title 22.1. Education.

Chapter 5. School Boards; Selection, Qualification and Salaries of Members.

Article 7. Popular Election of School Board.

§ 22.1-57.3. Election of school board members; election of tie breaker.

A. If a majority of the qualified voters voting in such referendum vote in favor of changing the method of selecting school board members to direct election by the voters, then the members of the school board shall be elected by popular vote. Elections of school board members in a county, city, or town shall be held to coincide with the elections for members of the governing body of the county, city, or town at the regular general election in November or the regular general election in May, as the case may be.

B. The initial elected board shall consist of the same number of members as the appointed school board it replaces, and the members shall be elected from the established county or municipal election districts, at large, or a combination thereof, on the same basis as the school board previously was appointed. If the appointed school board being replaced has not been appointed either on an at-large basis or on the basis of the established county or municipal election districts, or a combination thereof, the members shall be elected at large unless the governing body of the county, city, or town provides for the election of school board members on the basis of the established county or municipal election districts. If the appointed school board being replaced has been appointed at large, the governing body of the county, city, or town may establish school election districts for the election of school board members. The governing body may provide for a locality-wide district, one or more districts comprised of a part of the locality, or any combination thereof, and for the apportionment of one or more school board members to any district.

The terms of the members of the elected school board for any county, city, or town shall be the same as the terms of the members of the governing body for the county, city, or town. In any locality in which both the school board and the governing body are elected from election districts, as opposed to being elected wholly on an at-large basis, the elections of the school board member and governing body member from each specific district shall be held simultaneously except as otherwise provided in §§ [22.1-57.3:1](#), [22.1-57.3:1.1](#), and [22.1-57.3:1.2](#).

At the first election for members of the school board, so many members shall be elected as there are members to be elected at the regular election for the governing body. At each subsequent regular election for members of the governing body, the same number of members of the school board shall be elected as the number of members to be elected at the regular election to the governing body. However, if the number of members on the school board differs from the number of members of the governing body, the number of members elected to the school board at the first and subsequent general election shall be either more or less than the number of governing body members, as appropriate, to the end that the number of members on the initial elected school board is the same as the number of members on the appointed board being replaced.

Except as provided in §§ [22.1-57.3:1](#), [22.1-57.3:1.1](#), and [22.1-57.3:1.2](#), the terms of the members of the school board shall be staggered only if the terms of the members of the governing body are staggered. If there are more, or fewer, members on the school board than on the governing body, the number of members to be elected to the school board at the first and



subsequent election for school board members shall be the number required to establish the staggered term structure so that (i) a majority of the members of the school board is elected at the same time as a majority of the members of the governing body; (ii) if one-half of the governing body is being elected and the school board has an even number of members, one-half of the members of the school board is elected; (iii) if one-half of the governing body is being elected and the school board has an odd number of members, the majority by one member of the school board is elected at the first election and the remainder of the school board is elected at the second election; or (iv) if a majority of the members of the governing body is being elected and the school board has an even number of members, one-half of the members of the school board is elected.

If the school board is elected at large and the terms of the members of the school board are staggered, the school board members to be replaced at the first election shall include all appointed school board members whose appointive terms are scheduled to expire on December 31 or on June 30, as the case may be, next following the first election of county, city or town school board members. If the number of school board members whose appointive terms are so scheduled to expire is zero or less than the number of school board members to be elected at the first election, the appointed school board members to be replaced at the first election shall also include those whose appointive terms are scheduled to expire next subsequent to the date on which the terms of office of the first elected school board members will commence. If the appointive terms of more than one school board member are scheduled to expire simultaneously, but less than all of such members are to be replaced at the first election, then the identity of such school board member or members to be replaced at the first election shall be determined by a drawing held by the county or city electoral board at least ten days prior to the last day for a person to qualify as a candidate for school board member.

In any case in which school board members are elected from election districts, as opposed to being elected from the county, city, or town at large, the election districts for the school board shall be coterminous with the election districts for the county, city, or town governing body, except as may be specifically provided for the election of school board members in a county, city, or town in which the governing body is elected at large.

C. The terms of office for the school board members shall commence on January 1 or July 1, as the case may be, following their election. On December 31 or June 30, as the case may be, following the first election of county, city or town school board members, the terms of office of the members of the school board in office through appointment shall expire and the school board selection commission, if there is one, shall be abolished. If the entire school board is not elected at the first election of school board members, only the terms of the appointed members being replaced shall so expire and the terms of the appointed members being replaced at a subsequent election shall continue or be extended to expire on December 31 or June 30, as appropriate, of the year of the election of the school board members replacing them.

D. Except as otherwise provided herein, a vacancy in the office of any elected school board member shall be filled pursuant to §§ 24.2-226 and 24.2-228. In any county that has adopted the urban county executive form of government and that has adopted an elected school board, any vacancy on the elected school board shall be filled in accordance with the procedures set forth in § 15.2-802, mutatis mutandis. Notwithstanding any provision of law or charter to the contrary, if no candidates file for election to a school board office and no person who is qualified to hold the office is elected by write-in votes, a vacancy shall be deemed to exist in the office as of January



1 or July 1, as the case may be, following the general election. For the purposes of this subsection and Article 6 (§ 24.2-225 et seq.) of Chapter 2 of Title 24.2, local school boards comprised of elected and appointed members shall be deemed elected school boards.

E. In order to have their names placed on the ballot, all candidates shall be nominated only by petition as provided by general law pursuant to § 24.2-506.

F. For the purposes of this section, the election and term of the mayor or chairman of the board of supervisors shall be deemed to be an election and term of a member of the governing body of the municipality or county, respectively, whether or not the mayor or chairman is deemed to be a member of the governing body for any other purpose.

G. No employee of a school board shall be eligible to serve on the board with whom he is employed.

H. Any elected school board may have a position of tie breaker for the purpose of casting the deciding vote in cases of tie votes of the school board as provided in § 22.1-75. The position of tie breaker, if any, shall be held by a qualified voter who is a resident of the county, city, or town and who shall be elected in the same manner and for the same length of term as members of the school board and at a general election at which members of the school board are elected. A vacancy in the position of tie breaker shall be filled pursuant to §§ 24.2-226 and 24.2-228.

Title 24.2. Elections.

Chapter 1. General Provisions and Administration.

Article 1. Applicability; Definitions.

§ 24.2-101. Definitions.

As used in this title, unless the context requires a different meaning:

"Ballot scanner machine" means the electronic counting machine in which a voter inserts a marked ballot to be scanned and the results tabulated.

"Candidate" means a person who seeks or campaigns for an office of the Commonwealth or one of its governmental units in a general, primary, or special election and who is qualified to have his name placed on the ballot for the office. "Candidate" shall include a person who seeks the nomination of a political party or who, by reason of receiving the nomination of a political party for election to an office, is referred to as its nominee. For the purposes of Chapters 8 (§ 24.2-800 et seq.), 9.3 (§ 24.2-945 et seq.), and 9.5 (§ 24.2-955 et seq.), "candidate" shall include any write-in candidate. However, no write-in candidate who has received less than 15 percent of the votes cast for the office shall be eligible to initiate an election contest pursuant to Article 2 (§ 24.2-803 et seq.) of Chapter 8. For the purposes of Chapters 9.3 (§ 24.2-945 et seq.) and 9.5 (§ 24.2-955 et seq.), "candidate" shall include any person who raises or spends funds in order to seek or campaign for an office of the Commonwealth, excluding federal offices, or one of its governmental units in a party nomination process or general, primary, or special election; and such person shall be considered a candidate until a final report is filed pursuant to Article 3 (§ 24.2-947 et seq.) of Chapter 9.3.

"Central absentee voter precinct" means a precinct established by a county or city pursuant to § 24.2-712 for the processing of absentee ballots for the county or city or any combination of precincts within the county or city.



"Constitutional office" or "constitutional officer" means a county or city office or officer referred to in *Article VII, Section 4* of the Constitution of Virginia: clerk of the circuit court, attorney for the Commonwealth, sheriff, commissioner of the revenue, and treasurer.

"Department of Elections" or "Department" means the state agency headed by the Commissioner of Elections.

"Direct recording electronic machine" or "DRE" means the electronic voting machine on which a voter touches areas of a computer screen, or uses other control features, to mark a ballot and his vote is recorded electronically.

"Election" means a general, primary, or special election.

"Election district" means the territory designated by proper authority or by law which is represented by an official elected by the people, including the Commonwealth, a congressional district, a General Assembly district, or a district for the election of an official of a county, city, town, or other governmental unit.

"Electoral board" or "local electoral board" means a board appointed pursuant to § *24.2-106* to administer elections for a county or city. The electoral board of the county in which a town or the greater part of a town is located shall administer the town's elections.

"Entrance of polling place" or "entrance to polling place" means an opening in the wall used for ingress to a structure.

"General election" means an election held in the Commonwealth on the Tuesday after the first Monday in November or on the first Tuesday in May for the purpose of filling offices regularly scheduled by law to be filled at those times.

"General registrar" means the person appointed by the electoral board of a county or city pursuant to § *24.2-110* to be responsible for all aspects of voter registration, in addition to other duties prescribed by this title. When performing duties related to the administration of elections, the general registrar is acting in his capacity as the director of elections for the locality in which he serves.

"Machine-readable ballot" means a tangible ballot that is marked by a voter or by a system or device operated by a voter, is available for verification by the voter at the time the ballot is cast, and is then fed into and scanned by a separate counting machine capable of reading ballots and tabulating results.

"Officer of election" means a person appointed by an electoral board pursuant to § *24.2-115* to serve at a polling place for any election.

"Paper ballot" means a tangible ballot that is marked by a voter and then manually counted.

"Party" or "political party" means an organization of citizens of the Commonwealth which, at either of the two preceding statewide general elections, received at least 10 percent of the total vote cast for any statewide office filled in that election. The organization shall have a state central committee and an office of elected state chairman which have been continually in existence for the six months preceding the filing of a nominee for any office.

"Person with a disability" means a person with a disability as defined by the Virginians with Disabilities Act (§ *51.5-1* et seq.).



"Polling place" means the structure that contains the one place provided for each precinct at which the qualified voters who are residents of the precinct may vote.

"Precinct" means the territory designated by the governing body of a county, city, or town to be served by one polling place.

"Primary" or "primary election" means an election held for the purpose of selecting a candidate to be the nominee of a political party for election to office.

"Printed ballot" means a tangible ballot that is printed on paper and includes both machine-readable ballots and paper ballots.

"Qualified voter" means a person who is entitled to vote pursuant to the Constitution of Virginia and who is (i) 18 years of age on or before the day of the election or qualified pursuant to § 24.2-403 or subsection D of § 24.2-544, (ii) a resident of the Commonwealth and of the precinct in which he offers to vote, and (iii) a registered voter. No person who has been convicted of a felony shall be a qualified voter unless his civil rights have been restored by the Governor or other appropriate authority. No person adjudicated incapacitated shall be a qualified voter unless his capacity has been reestablished as provided by law. Whether a signature should be counted towards satisfying the signature requirement of any petition shall be determined based on the signer of the petition's qualification to vote. For purposes of determining if a signature on a petition shall be included in the count toward meeting the signature requirements of any petition, "qualified voter" shall include only persons maintained on the Virginia voter registration system (a) with active status and (b) with inactive status who are qualified to vote for the office for which the petition was circulated.

"Qualified voter in a town" means a person who is a resident within the corporate boundaries of the town in which he offers to vote, duly registered in the county of his residence, and otherwise a qualified voter.

"Referendum" means any election held pursuant to law to submit a question to the voters for approval or rejection.

"Registered voter" means any person who is maintained on the Virginia voter registration system. All registered voters shall be maintained on the Virginia voter registration system with active status unless assigned to inactive status by a general registrar in accordance with Chapter 4 (§ 24.2-400 et seq.). For purposes of applying the precinct size requirements of § 24.2-307, calculating election machine requirements pursuant to Article 3 (§ 24.2-625 et seq.) of Chapter 6, mailing notices of local election district, precinct or polling place changes as required by subdivision 13 of § 24.2-114 and § 24.2-306, and determining the number of signatures required for candidate and voter petitions, "registered voter" shall include only persons maintained on the Virginia voter registration system with active status. For purposes of determining if a signature on a petition shall be included in the count toward meeting the signature requirements of any petition, "registered voter" shall include only persons maintained on the Virginia voter registration system (i) with active status and (ii) on inactive status who are qualified to vote for the office for which the petition was circulated.

"Registration records" means all official records concerning the registration of qualified voters and shall include all records, lists, applications, and files, whether maintained in books, on cards, on automated data bases, or by any other legally permitted record-keeping method.



"Residence" or "resident," for all purposes of qualification to register and vote, means and requires both domicile and a place of abode. To establish domicile, a person must live in a particular locality with the intention to remain. A place of abode is the physical place where a person dwells.

"Special election" means any election that is held pursuant to law to fill a vacancy in office or to hold a referendum.

"State Board" or "Board" means the State Board of Elections.

"Virginia voter registration system" or "voter registration system" means the automated central record-keeping system for all voters registered within the Commonwealth that is maintained as provided in Article 2 (§ 24.2-404 et seq.) of Chapter 4.

"Voting system" means the electronic voting and counting machines used at elections. This term includes direct recording electronic machines (DRE) and ballot scanner machines.

Article 2. State Board of Elections.

§ 24.2-103.1. Duties of Department of Elections related to redistricting.

A. Upon receipt of any ordinance and Geographic Information System (GIS) map sent pursuant to § 24.2-304.3 or 24.2-306, the Department shall promptly review the ordinance and map and compare the boundaries contained within with the information in the voter registration system in order to ensure voters have been assigned to the correct districts. The Department shall notify the locality of any corrections that may be necessary.

B. The Department shall maintain and make available on its official website maps showing the current election district and precinct boundaries of each county and city.

Chapter 2. Federal, Commonwealth, and Local Officers.

Article 5. Constitutional and Local Officers.

§ 24.2-218. Election and term of county supervisors.

The qualified voters of each county election district shall elect one or more supervisors at the general election in November 1995, and every four years thereafter for terms of four years, except as provided in § 24.2-219 or as provided by law for those counties having the optional form of government under the provisions of Article 2 (§ 15.2-702 et seq.) of Chapter 7 of Title 15.2.

§ 24.2-219. Alternative for biennial county supervisor elections and staggered terms.

A. The governing body of any county may by ordinance provide that the county board of supervisors be elected biennially for staggered four-year terms.

In lieu of an ordinance by the board of supervisors, the registered voters of the county may file a petition with the circuit court of the county requesting that a referendum be held on the question of whether the county board of supervisors should be elected biennially for staggered four-year terms. The petition shall be signed by registered voters equal in number to at least ten percent of the number registered in the county on the January 1 preceding its filing.

The court pursuant to §§ 24.2-682 and 24.2-684 shall order the election officials on a day fixed in the order to conduct a referendum on the question. The clerk of the court shall publish



notice of the referendum in a newspaper having general circulation in the county once a week for four consecutive weeks and shall post a copy of the notice at the door of the courthouse of the county. The question on the ballot shall be:

"Shall the members of the county board of supervisors be elected biennially for staggered four-year terms?

Yes

No"

The referendum shall be held and the results certified as provided in § 24.2-684.

B. If a majority of the voters voting in the referendum voted for biennial election of the members of the board of supervisors for staggered four-year terms, or if the governing body has so provided by ordinance, then the terms of supervisors elected at the next general election for supervisors shall be as follows:

1. If the number of supervisors elected in the county is an even number, half of the successful candidates shall be elected for terms of four years and half of the successful candidates shall be elected for terms of two years; or

2. If the number of supervisors in the county is an odd number, the smallest number of candidates which creates a majority of the elected supervisors shall be elected for terms of four years and all other successful candidates shall be elected for terms of two years.

Unless the number of members who volunteer to take two-year terms exactly equals the number of two-year terms to be assigned, the electoral board of the county shall assign the individual terms of members by lot at its meeting on the day following the election and immediately upon certification of the results. However, the electoral board may assign individual terms of members by election district in a drawing at a meeting held prior to the last day for a person to qualify as a candidate, if the governing body of the county so directs by ordinance or resolution adopted at least thirty days prior to the last day for qualification and members are elected by district. In all elections thereafter all successful candidates shall be elected for terms of four years.

In any county where the chairman of the board is elected from the county at large pursuant to § 15.2-503 or § 15.2-802, the provisions of this section shall not affect that office. The chairman of the board shall be elected for a term of four years in 1995 and every four years thereafter.

C. If the representation on the board of supervisors among the election districts is reapportioned, or the number of districts is diminished or the boundaries of the districts are changed, elections shall be held in each new district at the general election next preceding the expiration of the term of the office of the member of the board representing the predecessor district of each new district. If the number of districts is increased, the electoral board shall assign a two-year or four-year term for each new district so as to maintain as equal as practicable the number of members to be elected at each biennial election.

§ 24.2-220. Reversion to quadrennial elections.

The governing body of any county, by ordinance, may repeal an ordinance previously adopted to provide for the election of the board of supervisors biennially for staggered four-year terms and provide for the election of the board of supervisors quadrennially for four-year terms.



The qualified voters of the county, by petition and referendum in accordance with the requirements and procedures set forth in § 24.2-219, may repeal an ordinance of the board or a referendum previously adopted which authorized the election of the board of supervisors biennially for four-year terms. The question in the referendum to rescind shall be:

"Shall the members of the county board of supervisors be elected quadrennially for four-year terms?

Yes

No"

If a majority of the voters voting in the referendum voted for quadrennial election of the members of the board of supervisors for four-year terms, or if the governing body has so provided by ordinance, then the successors to those supervisors whose terms expire in 1995 or any fourth year thereafter shall be elected for a four-year term and immediate successors to those supervisors whose terms expire in 1993 or any fourth year thereafter shall be elected for a two-year term and all subsequent successors for a four-year term.

§ 24.2-221. Time and frequency of referenda on election and term of supervisors.

A referendum as provided in § 24.2-219 or § 24.2-220 shall be held only in the year preceding the year in which a general election for supervisors is to be held. Once a referendum on either question is held, no further referendum on either question may be held in the county for a period of four years.

§ 24.2-222. Election and terms of mayor and council for cities and towns.

The qualified voters of each city and town shall elect a mayor, if so provided by charter, and a council for the terms provided by charter. Except as provided in § 24.2-222.1, and notwithstanding any other provision of law, general or special: (i) any election of mayor or councilmen of a city or town whose charter provides for such elections at two-year or four-year intervals shall take place at the May general election of an even-numbered year and (ii) any election of mayor or councilmen of a city or town whose charter provides for such elections at one-year or three-year intervals shall take place at the general election in May of the years designated by charter. The persons so elected shall enter upon the duties of their offices on July 1 succeeding their election and remain in office until their successors have qualified.

§ 24.2-222.1. Alternative election of mayor and council at November general election in cities and towns.

A. Notwithstanding the provisions of § 24.2-222, and notwithstanding any contrary provisions of a city or town charter, the council of a city or town may provide by ordinance that the mayor, if an elected mayor is provided for by charter, and council shall be elected at the November general election date of any cycle as designated in the ordinance, for terms to commence January 1. No such ordinance shall be adopted between January 1 and the May general election date of the year in which city or town elections regularly are scheduled to be held therein.

B. Alternatively, the registered voters of a city or town may file a petition with the circuit court of the city or of the county within which the town is located asking that a referendum be held on the question of whether the city or town should elect the mayor, if an elected mayor is provided for by charter, and council members at the November general election date of any cycle



as designated in the petition. The petition shall be signed by registered voters equal in number to at least ten percent of the number registered in the city or town on the January 1 preceding the filing.

The court, pursuant to § 24.2-684, shall order the election officials on a day fixed in the order to conduct a referendum on the question, provided that no such referendum shall be scheduled between January 1 and the May general election date of the year in which city or town elections regularly are scheduled to be held therein. The clerk of the court shall publish notice of the referendum once a week for the three consecutive weeks prior to the referendum in a newspaper having general circulation in the city or town, and shall post a copy of the notice at the door of the courthouse of the city or county within which the town is located. The question on the ballot shall be:

"Shall the (city or town) change the election date of the mayor (if so provided by charter) and members of council from the May general election to the November general election (in even-numbered or odd-numbered years or as otherwise designated in the petition)?"

If members of the school board in the city or town are elected by the voters, the ballot question also shall state that the change in election date applies to the election of school board members.

The referendum shall be held and the results certified as provided in § 24.2-684. If a majority of the voters voting in the referendum vote in favor of the change, the mayor and council thereafter shall be elected at the November general election date for terms to commence January 1.

C. Except as provided in subsection D, no term of a mayor or member of council shall be shortened in implementing the change to the November election date. Mayors and members of council who were elected at a May general election and whose terms are to expire as of June 30 shall continue in office until their successors have been elected at the November general election and have been qualified to serve.

D. In any city or town that elects its council biennially or quadrennially and that changes to the November general election date in odd-numbered years from the May general election date in even-numbered years, mayors and members of council who were elected at a May general election shall have their term of office shortened by six months but shall continue in office until their successors have been elected at the November general election and have been qualified to serve.

§ 24.2-223. Election and term of school board members.

In any county, city or town wherein members of the school board are elected, pursuant to Article 7 (§ 22.1-57.1 et seq.) of Chapter 5 of Title 22.1, elections shall be held to coincide with the election of members of the governing body at the regular general election in November or the regular general election in May, as the case may be. Elected school board members shall serve terms which are the same as those of the governing body, to commence on January 1 following their election or July 1 following their election, as the case may be.

§ 24.2-224. Local elections not otherwise provided for.

The election to any public office required to be filled by the qualified voters of any county, city, town, or election district for which an election time is not provided by law shall be held at



the general election immediately preceding the time provided for the term of such office to commence.

Chapter 3. Election Districts, Precincts, and Polling Places.

Article 2. Congressional, Senatorial, and House of Delegates Districts.

§ 24.2-304.04. Standards and criteria for congressional and state legislative districts.

Every congressional and state legislative district shall be constituted so as to adhere to the following criteria:

1. Districts shall be so constituted as to give, as nearly as is practicable, representation in proportion to the population of the district. A deviation of no more than five percent shall be permitted for state legislative districts.
2. Districts shall be drawn in accordance with the requirements of the Constitution of the United States, including the Equal Protection Clause of the *Fourteenth Amendment*, and the Constitution of Virginia; federal and state laws, including the federal Voting Rights Act of 1965, as amended; and relevant judicial decisions relating to racial and ethnic fairness.
3. No district shall be drawn that results in a denial or abridgement of the right of any citizen to vote on account of race or color or membership in a language minority group. No district shall be drawn that results in a denial or abridgement of the rights of any racial or language minority group to participate in the political process and to elect representatives of their choice. A violation of this subdivision is established if, on the basis of the totality of the circumstances, it is shown that districts were drawn in such a way that members of a racial or language minority group are dispersed into districts in which they constitute an ineffective minority of voters or are concentrated into districts where they constitute an excessive majority. The extent to which members of a racial or language minority group have been elected to office in the state or the political subdivision is one circumstance that may be considered. Nothing in this subdivision shall establish a right to have members of a racial or language minority group elected in numbers equal to their proportion in the population.
4. Districts shall be drawn to give racial and language minorities an equal opportunity to participate in the political process and shall not dilute or diminish their ability to elect candidates of choice either alone or in coalition with others.
5. Districts shall be drawn to preserve communities of interest. For purposes of this subdivision, a "community of interest" means a neighborhood or any geographically defined group of people living in an area who share similar social, cultural, and economic interests. A "community of interest" does not include a community based upon political affiliation or relationship with a political party, elected official, or candidate for office.
6. Districts shall be composed of contiguous territory, with no district contiguous only by connections by water running downstream or upriver, and political boundaries may be considered.
7. Districts shall be composed of compact territory and shall be drawn employing one or more standard numerical measures of individual and average district compactness, both statewide and district by district.



8. A map of districts shall not, when considered on a statewide basis, unduly favor or disfavor any political party.

9. The whole number of persons reported in the most recent federal decennial census by the United States Bureau of the Census shall be the basis for determining district populations, except that no person shall be deemed to have gained or lost a residence by reason of conviction and incarceration in a federal, state, or local correctional facility. Persons incarcerated in a federal, state, or local correctional facility shall be counted in the locality of their address at the time of incarceration, and the Division of Legislative Services shall adjust the census data pursuant to § *24.2-314* for this purpose.

Article 2.1. Reapportionment of Local Election Districts.

§ 24.2-304.1. At-large and district elections; reapportionment and redistricting of districts or wards; limits.

A. Except as otherwise specifically limited by general law or special act, the governing body of each county, city, or town may provide by ordinance for the election of its members on any of the following bases: (i) at large from the county, city, or town; (ii) from single-member or multi-member districts or wards, or any combination thereof; or (iii) from any combination of at-large, single-member, and multi-member districts or wards. A change in the basis for electing the members of the governing body shall not constitute a change in the form of county government.

B. If the members are elected from districts or wards and other than entirely at large from the locality, the districts or wards shall be composed of contiguous and compact territory and shall be so constituted as to give, as nearly as is practicable, representation in proportion to the population of the district or ward. In 1971 and every 10 years thereafter, the governing body of each such locality shall reapportion the representation among the districts or wards, including, if the governing body deems it appropriate, increasing or diminishing the number of such districts or wards, in order to give, as nearly as is practicable, representation on the basis of population.

C. For the purposes of redistricting and reapportioning representation in 2021 and every 10 years thereafter, the governing body of a county, city, or town shall use the most recent decennial population figures for such county, city, or town from the United States Bureau of the Census, as adjusted by the Division of Legislative Services pursuant to § *24.2-314*. The census data for these redistricting and apportionment purposes will not include any population figure that is not allocated to specific census blocks within the Commonwealth, even though that population may have been included in the apportionment population figures of the Commonwealth for the purpose of allocating United States House of Representatives seats among the states.

D. Notwithstanding any other provision of general law or special act, the governing body of a county, city, or town shall not reapportion the representation in the governing body at any time other than that required following the decennial census, except as (i) provided by law upon a change in the boundaries of the county, city, or town that results in an increase or decrease in the population of the county, city, or town of more than one percent, (ii) the result of a court order, (iii) the result of a change in the form of government, or (iv) the result of an increase or decrease in the number of districts or wards other than at-large districts or wards. The foregoing provisions notwithstanding, the governing body subsequent to the decennial redistricting may adjust district or ward boundaries in order that the boundaries might coincide with state legislative or congressional district boundaries; however, no adjustment shall affect more than



five percent of the population of a ward or district or 250 persons, whichever is lesser. If districts created by a reapportionment enacted subsequent to a decennial reapportionment are invalid under the provisions of this subsection, the immediately preexisting districts shall remain in force and effect until validly reapportioned in accordance with law.

§ 24.2-304.2. Governing body authorized to expend funds for reapportionment.

The governing body of each county, city, or town is authorized to expend funds and employ persons as it may deem necessary to carry out the responsibilities relating to reapportionment provided by law.

§ 24.2-304.3. Recording reapportionment ordinance; notice requirements.

A copy of the ordinance reapportioning representation in the governing body of a county, city, or town, including a description of the boundaries and a map showing the boundaries of the districts or wards, shall be recorded in the official minutes of the governing body.

The clerk of the county, city, or town shall send a certified copy of the ordinance, including a description of the boundaries and a Geographic Information System (GIS) map showing the boundaries of the districts or wards, to the local electoral board, the Secretary of the Commonwealth, the Department of Elections, and the Division of Legislative Services. Any county, city, or town that does not have GIS capabilities may request the Department of Elections to create on its behalf a GIS map showing the boundaries of the districts or wards as set out in the ordinance, and the Department of Elections shall create such a map.

§ 24.2-304.4. Mandamus action for failure to reapportion districts or wards.

Whenever the governing body of any county, city or town fails to perform the duty of reapportioning the representation on the governing body among the districts or wards of the county, city, or town, or fails to change the boundaries of districts or wards, as prescribed by law, mandamus shall lie in favor of any citizen of such county, city, or town, to compel the performance of such duty.

Whenever the governing body of any county, city or town changes the boundaries, or increases or diminishes the number of districts or wards, or reapportions the representation in the governing body as prescribed by law, the action shall not be subject to judicial review, unless it is alleged that the representation is not proportional to the population of the district or ward. If such allegation is made in a bill of complaint filed in the circuit court for the county, city or town, the court shall determine whether the action of the governing body complies with the constitutional requirements for redistricting and reapportionment. Appeals from the court's decision shall be as in any other suit.

§ 24.2-304.5. Notification of certain civil actions.

Any county, city, or town made a defendant in any civil action challenging the legality of its election district boundaries shall immediately notify the Attorney General of the pending civil action for review pursuant to § 2.2-508.

§ 24.2-304.6. Effect of reapportionment on appointments and terms of local officers, school board and planning commission members.

County, city, or town officers, including members of the school board or planning commission, in office on the effective date of a reapportionment or redistricting ordinance, shall



complete their terms of office, regardless of loss of residency in a particular district due to reapportionment or redistricting.

Article 3. Requirements for Election Districts, Precincts, and Polling Places.

§ 24.2-305. Composition of election districts and precincts.

A. Each election district and precinct shall be composed of compact and contiguous territory and shall have clearly defined and clearly observable boundaries.

B. A "clearly observable boundary" shall include (i) any named road or street, (ii) any road or highway which is a part of the federal, primary, or secondary state highway system, (iii) any river, stream, or drainage feature shown as a polygon boundary on the TIGER/line files of the United States Bureau of the Census, or (iv) any other natural or constructed or erected permanent physical feature which is shown on an official map issued by the Virginia Department of Transportation, on a United States Geological Survey topographical map, or as a polygon boundary on the TIGER/line files of the United States Bureau of the Census. No property line or subdivision boundary shall be deemed to be a clearly observable boundary unless it is marked by a permanent physical feature that is shown on an official map issued by the Virginia Department of Transportation, on a United States Geological Survey topographical map, or as a polygon boundary on the TIGER/line files of the United States Bureau of the Census.

§ 24.2-306. Changes not to be enacted within 60 days of general election; notice requirements.

A. No change in any local election district, precinct, or polling place shall be enacted within 60 days next preceding any general election. Notice shall be published prior to enactment in a newspaper having general circulation in the election district or precinct once a week for two successive weeks. The published notice shall state where descriptions and maps of proposed boundary and polling place changes may be inspected.

B. Notice of any adopted change in any election district, town, precinct, or polling place other than in the location of the office of the general registrar shall be mailed to all registered voters whose election district, town, precinct, or polling place is changed at least 15 days prior to the next general, special, or primary election in which the voters will be voting in the changed election district, town, precinct, or polling place. Notice of a change in the location of the office of the general registrar shall be given by posting on the official website of the county or city, by posting at not less than 10 public places, or by publication once in a newspaper of general circulation in the county or city within not more than 21 days in advance of the change or within seven days following the change.

C. Each county, city, and town shall comply with the applicable requirements of law, including §§ 24.2-304.3 and 30-264, and send copies of enacted changes, including a Geographic Information System (GIS) map showing the new boundaries of the districts or precincts, to the local electoral board, the Department, and the Division of Legislative Services. Any county, city, or town that does not have GIS capabilities may request the Department of Elections to create on its behalf a GIS map showing the boundaries of the new districts or precincts, and the Department of Elections shall create such a map.



§ 24.2-307. Requirements for county and city precincts.

The governing body of each county and city shall establish by ordinance as many precincts as it deems necessary. Each governing body is authorized to increase or decrease the number of precincts and alter precinct boundaries subject to the requirements of this chapter.

At the time any precinct is established, it shall have no more than 5,000 registered voters. The general registrar shall notify the governing body whenever the number of voters who voted in a precinct in an election for President of the United States exceeds 4,000. Within six months of receiving the notice, the governing body shall proceed to revise the precinct boundaries, and any newly established or redrawn precinct shall have no more than 5,000 registered voters.

At the time any precinct is established, each precinct in a county shall have no fewer than 100 registered voters and each precinct in a city shall have no fewer than 500 registered voters.

Each precinct shall be wholly contained within a single congressional district, Senate district, House of Delegates district, and election district used for the election of one or more members of the governing body or school board for the county or city. In each year ending in one, the governing body of each county and city shall establish the precinct boundaries to be consistent with any congressional district, Senate district, House of Delegates district, and local election district that was adopted by the appropriate authority by June 15 of that year. If congressional districts, Senate districts, House of Delegates districts, or local election districts have not been adopted by the appropriate authority by June 15 of a year ending in one, the governing body may use the congressional districts, Senate districts, House of Delegates districts, or local election districts as such districts existed on June 15 of that year as the basis for establishing the precinct boundaries to be used for the elections to be held in November of that year. Such governing body shall establish precinct boundaries to be consistent with any subsequent changes to the congressional districts, Senate districts, House of Delegates districts, or local election districts. If a governing body is unable to establish a precinct with the minimum number of registered voters without splitting the precinct between two or more congressional districts, Senate districts, House of Delegates districts, or local election districts, it shall apply to the State Board for a waiver to administer a split precinct. The State Board may grant the waiver or direct the governing body to establish a precinct with fewer than the minimum number of registered voters as permitted by § 24.2-309. A governing body granted a waiver to administer a split precinct or directed to establish a precinct with fewer than the minimum number of registered voters may use such a precinct for any election held that year.

The governing body shall establish by ordinance one polling place for each precinct.

§ 24.2-308. Requirements for town precincts.

There shall be one precinct for each town unless the council by ordinance establishes more than one precinct.

Each town precinct shall be wholly contained within any election district used for the election of one or more council or school board members.

The council shall establish by ordinance one polling place for each precinct.



§ 24.2-309. Establishment of precinct with less than minimum number of voters; conduct of elections where all voters do not have same choice of candidates.

A precinct may be established with fewer than the minimum number of registered voters required by this article if a larger precinct cannot be established in which all persons are voting at any general election for the same candidates for the governing body and school board of the county or city, House of Delegates, state Senate, and United States House of Representatives. The governing body may select a polling place within one mile of the boundaries of that precinct if a suitable polling place is not available within that precinct.

The State Board shall make regulations setting procedures by which elections may be conducted in precincts in which all voters do not have the same choice of candidates at a general election.

§ 24.2-309.2. Election precincts; prohibiting precinct changes for specified period of time.

No county, city, or town shall create, divide, abolish, or consolidate any precincts, or otherwise change the boundaries of any precinct, effective during the period from February 1, 2019, to May 15, 2021, except as (i) provided by law upon a change in the boundaries of the county, city, or town, (ii) the result of a court order, (iii) the result of a change in the form of government, or (iv) the result of an increase or decrease in the number of local election districts other than at-large districts. Any ordinance required to comply with the requirements of § 24.2-307 shall be adopted on or before February 1, 2019.

If a change in the boundaries of a precinct is required pursuant to clause (i), (ii), (iii), or (iv), the county, city, or town shall comply with the applicable requirements of law, including §§ 24.2-304.3 and 30-264, and send copies of the ordered or enacted changes to the State Board of Elections and the Division of Legislative Services.

This section shall not prohibit any county, city, or town from adopting an ordinance revising precinct boundaries after January 1, 2021. However, no revisions in precinct boundaries shall be implemented in the conduct of elections prior to May 15, 2021.

§ 24.2-310. Requirements for polling places.

A. The polling place for each precinct shall be located within the county or city and either within the precinct or within one mile of the precinct boundary. The polling place for a county precinct may be located within a city (i) if the city is wholly contained within the county election district served by the precinct or (ii) if the city is wholly contained within the county and the polling place is located on property owned by the county. The polling place for a town precinct may be located within one mile of the precinct and town boundary. For town elections held in November, the town shall use the polling places established by the county for its elections.

B. The governing body of each county, city, and town shall provide funds to enable the general registrar to provide adequate facilities at each polling place for the conduct of elections. Each polling place shall be located in a public building whenever practicable. If more than one polling place is located in the same building, each polling place shall be located in a separate room or separate and defined space.

C. Polling places shall be accessible to qualified voters as required by the provisions of the Virginians with Disabilities Act (§ 51.5-1 et seq.), the Voting Accessibility for the Elderly and



Handicapped Act (52 U.S.C. § 20101 et seq.), and the Americans with Disabilities Act relating to public services (42 U.S.C. § 12131 et seq.). The State Board shall provide instructions to the local electoral boards and general registrars to assist the localities in complying with the requirements of the Acts.

D. If an emergency makes a polling place unusable or inaccessible, the electoral board or the general registrar shall provide an alternative polling place and give notice of the change in polling place, including to all candidates, or such candidate's campaign, appearing on the ballot to be voted at the alternative polling place, subject to the prior approval of the State Board. The general registrar shall provide notice to the voters appropriate to the circumstances of the emergency. For the purposes of this subsection, an "emergency" means a rare and unforeseen combination of circumstances, or the resulting state, that calls for immediate action.

E. It shall be permissible to distribute campaign materials on the election day on the property on which a polling place is located and outside of the building containing the room where the election is conducted except as specifically prohibited by law including, without limitation, the prohibitions of § 24.2-604 and the establishment of the "Prohibited Area" within 40 feet of any entrance to the polling place. However, and notwithstanding the provisions of clause (i) of subsection A of § 24.2-604, and upon the approval of the local electoral board, campaign materials may be distributed outside the polling place and inside the structure where the election is conducted, provided that the "Prohibited Area" (i) includes the area within the structure that is beyond 40 feet of any entrance to the polling place and the area within the structure that is within 40 feet of any entrance to the room where the election is conducted and (ii) is maintained and enforced as provided in § 24.2-604. The local electoral board may approve campaigning activities inside the building where the election is conducted when an entrance to the building is from an adjoining building, or if establishing the 40-foot prohibited area outside the polling place would hinder or delay a qualified voter from entering or leaving the building.

F. Any local government, local electoral board, or the State Board may make monetary grants to any non-governmental entity furnishing facilities under the provisions of § 24.2-307 or 24.2-308 for use as a polling place. Such grants shall be made for the sole purpose of meeting the accessibility requirements of this section. Nothing in this subsection shall be construed to obligate any local government, local electoral board, or the State Board to appropriate funds to any non-governmental entity.

§ 24.2-310.1. Polling places; additional requirement.

The requirement stated in this section shall be in addition to requirements stated in §§ 24.2-307, 24.2-308, and 24.2-310, including the requirement that polling places be located in public buildings whenever practical. No polling place shall be located in a building which serves primarily as the headquarters, office, or assembly building for any private organization, other than an organization of a civic, educational, religious, charitable, historical, patriotic, cultural, or similar nature, unless the State Board has approved the use of the building because no other building meeting the accessibility requirements of this title is available.



Article 4. Effective Dates of Redistricting Measures.

§ 24.2-311. Effective date of decennial redistricting measures; elections following decennial redistricting.

A. Legislation enacted to accomplish the decennial redistricting of congressional and General Assembly districts required by *Article II, Section 6* of the Constitution of Virginia shall take effect immediately. Members of Congress and the General Assembly in office on the effective date of the decennial redistricting legislation shall complete their terms of office. The elections for their successors shall be held at the November general election next preceding the expiration of the terms of office of the incumbent members and shall be conducted on the basis of the districts set out in the legislation to accomplish the decennial redistricting. However, (i) if the decennial redistricting of congressional districts has not been enacted and approved for implementation pursuant to § 5 of the United States Voting Rights Act of 1965 before January 1 of the year of the election for statewide office, the previously enacted congressional districts shall remain in effect for the purpose of meeting the petition signature requirements set out in §§ *24.2-506, 24.2-521, 24.2-543, and 24.2-545* and (ii) any reference on a petition to the usual primary date of the second Tuesday in June shall not be cause to invalidate the petition even though the date of the primary may be altered by law.

B. Ordinances adopted by local governing bodies to accomplish the decennial redistricting of districts for county, city, and town governing bodies required by *Article VII, Section 5* of the Constitution of Virginia shall take effect immediately. Members of county, city, and town governing bodies in office on the effective date of a decennial redistricting measure shall complete their terms of office. The elections for their successors shall be held at the general election next preceding the expiration of the terms of office of the incumbent members and shall be conducted on the basis of the districts set out in the measures to accomplish the decennial redistricting.

C. If a vacancy in any such office occurs after the effective date of a decennial redistricting measure and a special election is required by law to fill the vacancy, the vacancy shall be filled from the district in the decennial redistricting measure which most closely approximates the district in which the vacancy occurred.

D. If a decennial redistricting measure adopted by a local governing body adds one or more districts and also increases the size of the governing body, an election for the additional governing body member or members to represent the additional district or districts for the full or partial term provided by law shall be held at the next November general election in any county or in any city or town that regularly elects its governing body in November pursuant to § *24.2-222.1*, or at the next May general election in any other city or town, which occurs at least 120 days after the effective date of the redistricting measure.

E. In the event of a conflict between the provisions of a decennial redistricting measure and the provisions of the charter of any locality, the provisions of the redistricting measure shall be deemed to override the charter provisions to the extent required to give effect to the redistricting plan.



§ 24.2-312. Effective date of other redistricting measures; elections following annexation.

A. Any redistricting, other than the decennial redistricting, of any county, city, or town shall be effective at midnight December 31 of the year in which the redistricting occurs.

B. Members of county, city, and town governing bodies in office when any such redistricting measure is adopted shall complete their terms of office. The elections for their successors shall be held at the general election next preceding the expiration of the terms of office of the incumbent members and shall be conducted on the basis of the districts set out in the measures to accomplish the redistricting.

C. When a county has been redistricted as a result of annexation and the redistricting occurs in the year of a regularly scheduled November general election for members of the county's board of supervisors, the November general election shall be conducted from the newly established districts so long as the redistricting measure has been adopted prior to March 15 of the year of the election.

D. When a city or town has been redistricted as a result of annexation and the redistricting occurs prior to a regularly scheduled May general election for members of the city's or town's governing body, the May general election shall be conducted from the newly established districts so long as the redistricting measure has been adopted prior to the November 15 immediately preceding the election.

§ 24.2-313. Rescheduling of certain local elections following the decennial redistricting of districts for the governing body.

A. Notwithstanding any other provision of law to the contrary, elections for members of the governing body or school board of any county, city, or town that would be held on a regularly scheduled date for a general election, but are delayed because the decennial redistricting plan of such county, city, or town is not precleared by the Attorney General of the United States pursuant to § 5 of the federal Voting Rights Act at least thirty days prior to the general election, shall be held as provided in this section, unless otherwise provided by a court of competent jurisdiction. In the event the Attorney General grants preclearance at least thirty days prior to the general election, the election shall be held as scheduled and shall be conducted from the newly established districts. The provisions of this section shall not apply to any county, city, or town election scheduled to be held entirely on an at-large basis.

B. In each such county, city, or town, such election shall be held on the first Tuesday (i) that is more than sixty days after the Attorney General of the United States issues a letter stating that he interposes no objection to a decennial redistricting plan approved and submitted by the county, city, or town; (ii) that is not the scheduled date of a primary election; and (iii) that is not within the sixty days before or the thirty-five days after a primary or general election.

C. Independent candidates for such rescheduled elections shall qualify in the manner provided by §§ 24.2-505 and 24.2-506, and party nominees shall be nominated and certified at least thirty days before the new election date.

D. All candidates shall file the statements required by §§ 24.2-501 and 24.2-502 at least thirty days before the new election date.



E. Notwithstanding the provisions of subsections C and D, any candidate who qualified to have his name printed on the ballot for the original election date, pursuant to § 24.2-504, shall be automatically qualified to have his name printed on the ballot for the delayed election date and shall not have to refile the required documents, provided that the boundaries of the district in which he is seeking office are the same as when he was originally qualified. In any district in which the boundaries have been changed, candidates shall requalify for the ballot; however, at the request of any candidate who filed as an independent, his original petitions shall be reviewed by the registrar, previously verified signatures of voters who reside in the new district shall be counted toward the number needed to qualify to run in the new district, and the candidate may supplement such petitions when he refiles under § 24.2-505.

F. Notwithstanding any provision of law to the contrary, the term of members of any governing body or school board elected under the provisions of this act shall commence on the first day of the second month following the election and shall terminate on the day on which the term would have expired had the general election been held on its regularly scheduled day.

G. The term of members of any governing body affected by this act that would otherwise expire prior to the commencement of the term of their successors elected pursuant to this section shall be extended until the date that the term of members elected pursuant to this section commences, notwithstanding any provision of law to the contrary.

Article 5. Population Data.

§ 24.2-314. Population data; reallocation of prison populations.

A. Persons incarcerated in federal correctional facilities and in state and local correctional facilities, as those terms are defined in § 53.1-1, shall be counted and reallocated for redistricting and reapportionment purposes in accordance with the provisions of this section and the following:

1. A person incarcerated in a federal, state, or local correctional facility whose address at the time of incarceration was located within the Commonwealth shall be deemed to reside at such address.
2. A person incarcerated in a federal, state, or local correctional facility whose address at the time of incarceration was located outside of the Commonwealth or whose address at the time of incarceration cannot be determined shall be deemed to reside at the location of the facility in which he is incarcerated.

B. By July 1 of any year in which the decennial census is taken, the Department of Corrections and the State Board of Local and Regional Jails shall provide to the Division of Legislative Services, in a format specified by the Division of Legislative Services, the following information for each person who was incarcerated in a state or local correctional facility on April 1 of that year:

1. A unique identifier, other than his name or offender identification number, assigned by the Department of Corrections or the State Board of Local and Regional Jails for this purpose;
2. His residential street address at the time of incarceration, or other legal residence, if known;
3. His race, his ethnicity as identified by him, and whether he is 18 years of age or older; and



4. The street address of the correctional facility in which he was incarcerated on April 1 of that year.

C. The Division of Legislative Services shall request each agency operating a federal correctional facility in the Commonwealth that incarcerates persons convicted of a criminal offense to provide to the Division of Legislative Services by July 1 of any year in which the decennial census is taken a record containing the information specified in subsection B for each person who was incarcerated in the facility on April 1 of that year. Any person incarcerated in a federal correctional facility for whom a record is not received by the Division of Legislative Services shall be deemed to have an address at the time of incarceration that cannot be determined.

D. The Division of Legislative Services shall prepare adjusted population data, including race and ethnicity data, in a manner that reflects the inclusion of incarcerated persons in the population count of the locality in which he is deemed to reside pursuant to subdivision A 1 or 2.

This adjusted population data shall be used for purposes of redistricting and reapportionment and shall be the basis for congressional, state Senate, House of Delegates, and local government election districts. This adjusted population data shall not be used in the distribution of any federal or state aid.

E. The Division of Legislative Services shall make the adjusted population data available no later than 30 days following receipt of population data from the United States Bureau of the Census pursuant to P.L. 94-171. In making this data available, the Division of Legislative Services shall ensure no information regarding a specific incarcerated person's address at the time of incarceration is made public.

Title 30. General Assembly.

Chapter 39. Joint Reapportionment Committee.

§ 30-264. Staff to Joint Reapportionment Committee; census liaison.

A. The Division of Legislative Services (the Division) shall serve as staff to the Joint Reapportionment Committee. The Director of the Division, or his designated representative, shall serve as the state liaison with the United States Bureau of the Census on matters relating to the tabulation of the population for reapportionment purposes pursuant to United States Public Law 94-171. The governing bodies, electoral boards, and registrars of every county and municipality shall cooperate with the Division in the exchange of all statistical and other information pertinent to preparation for the census.

B. The Division shall maintain the current election district and precinct boundaries of each county and city as a part of the General Assembly's computer-assisted mapping and redistricting system. Whenever a county or city governing body adopts an ordinance that changes an election district or precinct boundary, the local governing body shall provide a copy of its ordinance, along with Geographic Information System (GIS) maps and other evidence documenting the boundary, to the Division.

C. The provisions of Article 2 (§ 24.2-302 et seq.) of Chapter 3 of Title 24.2, including the statistical reports referred to in that article, shall be controlling in any legal determination of a district boundary.





Office of the Attorney General - Office of Civil Rights

202 North Ninth Street · Richmond, VA 23219 · Office: (804) 225-2292 Fax: (804) 225-3294

Request for Certification of No Objection

The Office of the Attorney General has been designated by the Virginia Voting Rights Act, Va. Code § 24.2-125 et seq., as the state agency responsible for processing, reviewing, and approving requests submitted by governing bodies for "certifications of no objection" (hereafter "request" or "Request for Certification of No Objection") to changes in certain covered practices affecting voting. These responsibilities have been assumed by the Office of Civil Rights within the Office of the Attorney General.

In order to submit such a request, the Office of Civil Rights requires governing bodies to submit the form contained on Pages 2 - 4. The spaces provided on this form are not meant to limit or otherwise suggest an appropriate length for a response. In the event that your responses do not fit into the spaces provided on this form, please submit additional pages with your request.

Any Request for a Certification of No Objection must be accompanied by the documents and information listed as required on Page 4. Failure to submit the required documentation may result in your request being rejected. You may also submit supplemental documentation if you believe it will facilitate review of your request. Examples of some types of supplemental information can be found on Page 4. In the event that the Office of Civil Rights requires additional documentation to review your request, you will be notified as soon as possible after your request has been received.

Requests should be submitted by both first-class mail (or a delivery service) and e-mail. Failure to submit your request using both methods may result in a delay in the processing of your request. No request will be deemed submitted until it is received at the Office of Civil Rights. Requests should be submitted by mail to:

Office of the Attorney General
Office of Civil Rights
202 North Ninth Street
Richmond, VA 23219

Requests should be submitted by e-mail to: votingrights@oag.state.va.us.

Should you have any questions about submitting a Request for a Certification of No Objection, you may contact the Office of Civil Rights by e-mail at votingrights@oag.state.va.us or by phone at (804) 225-2292.

<p>ATTENTION: Answer all questions completely, and please attach additional pages if needed to complete your request.</p>	<p align="center">-- FOR OFFICIAL OCR USE ONLY --</p> <p align="right">Va. OCR Form VR-01 (Created 07/21)</p>
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Locality Submitting Request: _____

Department Submitting Request: _____

Name of Official Submitting Request: _____

Title of Official Submitting Request: _____

Street Address: _____

City/County: _____ ZIP Code: _____

Office Number: _____ Fax: _____ E-mail: _____

Alternate Contact: _____

Title of Alternate Contact: _____

Street Address: _____

City/County: _____ ZIP Code: _____

Office Number: _____ Fax: _____ E-mail: _____

Jurisdiction Affected by the Proposed Change: _____

Precinct(s) within Jurisdiction Affected by Proposed Change: _____

Governing Body Adopting the Proposed Change: _____

Date the Proposed Change was Adopted: _____

Date the Proposed Change will Take Effect: _____

Please describe the authority under which the proposed change is being enacted (e.g., an act of the General Assembly, a city council ordinance, an administrative decision). If necessary, please attach additional pages:

Please describe the reasons for the proposed change. If necessary, please attached additional pages:

Please provide a clear narrative of how the proposed change to the covered practice will affect voting. Include a statement of what your current practice is and how the change you are requesting would impact your current practice. Please ensure that your narrative contains details as to how you believe this change would impact racial or language minority groups. If necessary, please attach additional pages.

If the proposed change to a covered practice will affect less than the entire jurisdiction over which the governing body has authority, please describe the scope of the change. If necessary, please attach additional pages.

Have you filed for preclearance for this proposed change to a covered practice to the Department of Justice?

Yes No

Has there been any litigation regarding the proposed change to a covered practice or is there any litigation pending regarding the proposed change?

Yes No

If the answer the above question is "Yes", please identify the litigation by the jurisdiction in which it has been filed, the case number, and briefly describe the current status and, if available, the outcome of the litigation. If necessary, please attach additional pages.

The Office of Civil Rights *requires* the following documentation to be submitted with any Request for Certification of No Objection.

- A copy of the ordinance, order, statute, rule, or regulation that embodies the proposed change.
- A copy of the ordinance, order, statute, rule, or regulation that is being amended, repealed, or otherwise changed.
- A complete copy of the existing ordinances, orders, statutes, rules, and regulations that the governing body currently uses to administer elections.
- A certification that, if the proposed change will affect the physical location where voting occurs that the new physical location for voting complies with all local, state, and federal building codes, statutes, and regulations, including without limitation, *that the new physical location for voting complies with the American with Disabilities Act.*
- A certification that the proposed change has not yet been administered or enforced.
- For any proposed change that results in changes to the boundaries of a locality, the number of elected seats in the locality, or changes that result in a single seat being converted into an "at-large" seat or "multi-member" seat, demographic information that identifies total and voting age population of the area affected by the proposed change, by race and language group.
- For any proposed change that results in changes to the boundaries of a locality, the number of elected seats in the locality, or changes that result in a single seat being converted into an "at-large" seat or "multi-member" seat, map information sufficient to identify the current and proposed boundaries of the affected area.

Review of a Request for Certification of No Objection may be facilitated by the following supplemental information:

- Additional demographic information, including without limitation, the number of registered voters for the affected area by voting precinct before and after the change, by race and language group, and any estimates of population, by race and language group, made in connection with the adoption of the change.
- Additional mapping information, including without limitation, the prior and new boundaries of all voting precincts within the locality, the location of racial and language minority groups within all voting precincts, any natural boundaries or geographical features that influenced the selection of boundaries of the prior or new units, the location of prior and new polling places, and the location of prior and new voter registration sites.
- Information related to election returns for prior general and primary elections.
- For submissions involving controversial or potentially controversial changes, evidence of any notice provided to the public of the intended change.
- Where a change is made affecting the use of the language of a language minority group in the electoral process, information that will enable the Attorney General to determine whether the change is consistent with the minority language requirements of the Virginia Voting Rights Act.

I have completed the above form and have attached the information required for this Request for Certification of No Objection to the best of my knowledge and ability. I certify that the information contained above and attached to this Request is truthful and accurate.

Signature

Today's Date