



BOARD OF SUPERVISORS MEETING

ADDENDUM PACKET

October 13, 2015

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County of Prince Edward
Board of Supervisors
Agenda Summary

Meeting Date: October 13, 2015
Item No.: 14
Department: Economic Development Department
Staff Contact: Sharon Lee Carney, Director
Issue: Tobacco Commission Special Project Grant Award

Summary:

At the September 23, 2015 Tobacco Commission full Board meeting, Prince Edward County was awarded a Special Projects Grant in the amount of \$328,395 toward the construction of an access road at the Prince Edward Industrial Park. This is less than what the County had originally applied for (\$475,000). Attached is a copy of the Tobacco Commission Grant Agreement to formally accept the Commission funds, which needs to be signed and returned by October 23, 2015. If in the future the County should decide to not move forward with the access road project, the County can still return the funds to the Commission without penalty.

Due to the County not receiving their full grant funding request, an amended budget is required to be developed. Attached is a copy of the revised proposed estimated budget as of October 13, 2015. This estimated budget is subject to additional revisions depending upon the final value of other project fund sources and uses.

Attachments:

- Tobacco Commission Grant Agreement for the award of a Special Projects Grant
- Revised Access Road Budget (October 13, 2015)

Recommendation:

- Approve the acceptance of the Tobacco Commission Special Projects Grant in the amount of \$328,395 for the construction of an access road at the Prince Edward Industrial Park.
- Authorize the Board Chairman and/or the County Administrator to sign any and all documents associated with the acceptance of the Tobacco Commission Special Projects Grant.

Motion _____	Cooper-Jones _____	McKay _____	Townsend _____
Second _____	Gray _____	Simpson _____	Wilck _____
	Jones _____	Timmons _____	

GRANT AGREEMENT

This Grant Agreement (this "Agreement") made and entered into the **23rd day of September, 2015** (the "Award Date"), by and between the **Tobacco Region Revitalization Commission**, a body corporate and political subdivision of the Commonwealth of Virginia (the "Commission"), and **Prince Edward County**. (the "Grantee").

WITNESSETH:

WHEREAS, the Virginia General Assembly created the Commission to, among other things, stimulate the economic growth and development of tobacco-dependent communities in the Southside and Southwest regions (the "Region") of the Commonwealth of Virginia (the "Commonwealth"), and

WHEREAS, the Grantee has submitted an application, which by this reference is incorporated herein and made a part of this Agreement (the "Application"), to the Commission for funding to acquire, construct, improve, equip, furnish and/or otherwise undertake the project entitled **Prince Edward County Industrial Access Road** described on **Exhibit A** attached hereto (the "Project"), and

WHEREAS, the Commission, in reliance upon the information set forth in the Application, has determined that the Project benefits the Region and is consistent with and in furtherance of the Commission's public purposes and approved a grant to the Grantee in the amount of **\$328,395.00** (the "Grant") to fund the Project, the approval and funding of such Grant the Commission has determined constitutes a valid public purpose for the expenditure of public funds and is the animating purpose for the Grant, and

WHEREAS, the Commission and the Grantee desire to set forth their understanding and agreement as to the use of the Grant and the obligations of the Grantee regarding the use of the 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 hereto hereby represent, warrant, covenant and agree as follows:

1. Project and Budget. The Grantee agrees to use the Grant to provide funds for that portion of the Project not being paid from other sources as set forth in the budget for the Project attached hereto as **Exhibit B** (the "Project Budget"). No portion of the Grant shall be used for any purpose whatsoever other than the Project without the prior written approval of the Executive Director of the Commission (the "Executive Director"). No material changes shall be made in the scope of the Project or to the Project Budget without the prior written approval of the Executive Director. Any document signed by the Executive Director accepting a change in the scope of the Project or to the Project Budget shall set forth with specificity the accepted change. If the maximum

authorized amount of the Grant exceeds the amount necessary to complete the Project, the excess shall not be disbursed to the Grantee but shall remain with the Commission or, if previously disbursed, be returned to the Commission within thirty (30) days of the earlier of the completion of the Project or the expiration of this Agreement.

The Grantee agrees to cause the Project to be acquired, constructed, improved, equipped, furnished and/or otherwise undertaken as described in **Exhibit A** and will cause the Project to be completed on or before the expiration of this Agreement. The Grant funds and funds available from the other sources specified in the Project Budget will be sufficient to cause the Project to be completed.

The Grantee agrees to comply with any applicable governmental requirements pertaining to the Project and the use and application of Grant funds provided hereunder, including but not limited to, applicable requirements of the Virginia Public Procurement Act (Virginia Code Section 2.2-4300 *et seq.*, as amended) but only as and to the extent required by any such governmental requirements, and the Commission shall not in any way be responsible for determining the extent, to which any such governmental requirements apply to this Grantee.

2. Payment of Grant Funds. Subject to the terms of this Agreement, including but not limited to, satisfaction by the Grantee, in the sole discretion of the Commission, of the conditions set forth on **Exhibit C** attached hereto, the Grant shall be disbursed on a reimbursement basis upon submission of a signed payment request on the Commission's then-current form ("Payment Request Form") with adequate supporting documentation. The Grantee agrees to comply with the Commission's General Funding Policies, Grant Disbursement Guidelines and Guidelines for Advance of Funds as adopted by the Commission as in effect from time to time and applied in the sole discretion of the Commission. Expenses incurred prior to the Award Date are not eligible for reimbursement. Prior to any disbursement, the Commission shall have on record documentation from the Grantee designating the officers, employees or agents authorized to make a reimbursement request (such documentation may be in the form of a resolution or minutes of the Grantee appointing such designee). Reimbursement requests shall be submitted not more frequently than quarterly, unless the Commission otherwise agrees. Appropriate supporting documentation shall be attached to all Payment Request Forms and may include, but is not limited to, invoices from goods purchased and services performed, receipts, vouchers, reporting forms or other evidence of the actual payment of costs related to the Project and consistent with the Project Budget. The Grantee shall also provide appropriate supporting documentation of the expenditure and application of any required matching funds for the Project as set forth on **Exhibit C** attached hereto. The Commission may in its sole discretion refuse to make a disbursement if the Grantee's documentation is not adequate or if such disbursement does not appear to be within the Project Budget or otherwise contrary to or in violation of the provisions hereof. The Commission in its sole discretion may refuse to disburse any funds to the Grantee if the Grantee has previously received a grant award and a final grant report for the previous grant award has not been received by the Commission.

The Grantee may request in writing an advance of up to twenty-five percent (25%) of the Grant if the Grantee lacks sufficient working capital to fund the Project. Approval of such request shall be in the sole discretion of the Commission and shall be available no earlier than ninety days (90) prior to the start of the Project. If an advance is disbursed, the Grantee may request additional

disbursements only upon submission of signed Payment Request Forms with adequate supporting documentation for actual expenditures incurred for which the previous disbursement was used.

3. Quality of Work. The Commission, and its members, employees and agents, shall have the right to inspect the Project at reasonable times from time to time. Upon a determination that the quality of work done or the progress toward completion of the Project is unsatisfactory, the Commission may take whatever action is necessary to preserve the integrity of the Grant and its original intended purpose, including but not limited to, the actions set forth in Section 9 of this Agreement. The Project may be monitored through on-site visits by representatives of the Commission or in any other manner deemed appropriate by the Executive Director.

4. Parties' Relationship. In connection with the award or the administration of the Grant, the Commission does not and shall not assume any liability for any financial or other obligations of the Grantee made to third parties, whether or not related to the Project. The Grantee shall provide written notice to all vendors, contractors and any other party retained to work on the Project that neither the Commission nor the Commonwealth shall be liable for the Project or any payment failure or other obligation related thereto. Such written notice shall provide that by accepting work on the Project, all such vendors, contractors and other parties release and relinquish the Commission and the Commonwealth from any claim which might otherwise be asserted, and that each party accepting such work thereby indemnifies and holds the Commission, and its members, employees and agents, harmless against any and all such obligations; and further, that if any action is brought against the Commission, or its members, employees or agents, the party accepting such work shall be liable for all legal expenses and other costs related to such action. The Grantee is and will be acting as an independent contractor in the performance of the Project, and agrees to be responsible, where found liable and to the extent not covered by insurance or specified by statute, for the payment of any claim for loss, personal injury, death, property damage, or otherwise arising out of any act or omission of its members, employees or agents in connection with the performance of the Project. Nothing contained herein shall be deemed an express or implied waiver of the sovereign immunity of the Commission or the Commonwealth.

In the event the Commission is required to take legal action under this Agreement, the Grantee shall be liable for all of the Commission's costs expended for the administration and enforcement of this Agreement, including but not limited to, reasonable attorney's fees and court costs.

5. Recordkeeping. The Grantee shall maintain proper books of record and account with respect to the Grant and the Project in which accurate and timely entries shall be made in accordance with generally accepted accounting principles, consistently applied, during the term of this Agreement. Grant funds received from the Commission shall be held in a separate and segregated account (the "Fund") and the Fund shall reflect all activity of the moneys received from the Commission for the Project, itemized by category of expenses in the same manner as in the Project Budget. The Grantee shall retain all invoices from goods purchased and services performed, receipts, vouchers, reporting forms or other evidence of the actual payment of costs related to the Project. All books of record and account and all records of receipts and expenditures with respect to the Grant and the Project and copies of Payment Request Forms with supporting documentation and annual and final reports submitted to the Commission shall be retained for at least three (3) years

after the later of the completion of the Project or the expiration of this Agreement. The Commission, and its members, employees and agents, shall have the right at reasonable times from time to time to inspect and make copies of the books and records of the Grantee and the Fund.

6. Annual Reports. The Grantee shall submit to the Commission annual financial and narrative reports reflecting activity in the Fund and progress made toward completion of the Project. Annual financial reports shall be presented on the Commission's grant reporting form then in effect (the "Grant Reporting Form"). Annual narrative reports shall indicate the progress made toward achieving the goals of the Grant and shall be submitted with the Grant Reporting Form. Annual reports shall be due one year from the Award Date and annually thereafter until the Project is complete. The Commission reserves the right to request additional information to supplement the information provided in the Grant Reporting Form or the annual narrative reports, including but not limited to, the Grantee's audited financial statements.

7. Final Report. The Grantee shall provide a final financial and narrative report to the Commission within thirty (30) days of the earlier of the completion of the Project or the expiration of this Agreement. The final report shall contain the type of information contained in the annual reports, including a narrative as to the success of the Project and a description of the long-term achievements and expectations for the Project. The Commission may withhold final disbursement of up to ten percent (10%) of the Grant until receipt of a final report that is in all respects satisfactory to the Commission. After the completion of the Project and expiration of this Agreement, the Commission may in its sole discretion require additional reporting on the long-term achievements and expectations of the Project.

8. Interim Reports. In addition to the annual reports and final report required by Sections 6 and 7 of this Agreement, the Commission may reasonably request that the Grantee submit additional or interim information from time to time to ensure that the provisions of this Agreement are properly carried out, administered and enforced.

9. Misuse of Award; Rights of Commission. If the Commission determines that any part of a Grant has not been used for the Project or for a purpose otherwise approved in writing by the Executive Director, or that the Grantee has failed to comply with any material term or condition of this Agreement, including but not limited to, the Grantee complying with the reporting requirements of this Agreement or making in any material respect a false or misleading statement or other written or oral representation, warranty or statement furnished or made to the Commission in this Agreement, the Application or otherwise, the Commission in its sole discretion may withhold any further disbursements to the Grantee and, in addition:

(a) rescind the Grant by written notice to the Grantee, in which event the Grantee shall be obligated to return to the Commission, within five (5) days following receipt of such notice, an amount, from legally available funds, equal to all Grant payments received pursuant to this Agreement, plus interest from the date of receipt of such notice at the prime rate set forth in the Wall Street Journal on the date of such notice;

(b) require the Grantee to take whatever action at law or in equity the Commission may direct in order to recover any Grant funds not used for the actual payment

of costs related to the Project and consistent with the Project Budget, and comply with any procedures that the Commission may direct in order to prevent further improper use of the Grant;

(c) take any other action as necessary to preserve the integrity of the Grant and to preserve Grant funds for appropriate uses;

(d) determine that the Grantee is ineligible to receive future grant funding through the Commission;

(e) withhold any and all disbursements requested by the Grantee from the Commission under any other grant previously approved by the Commission; and/or

(f) take such judicial action as is necessary to collect any amounts owed, including legal action for breach of this Agreement, pursuant to this Section or as otherwise provided in this Agreement.

The Grantee agrees to pay the Commission's attorneys' fees and actual costs incurred in the collection of funds or for the enforcement of any obligations of the Grantee set forth in this Agreement.

The Commission reserves the right to modify or withhold any disbursement of Grant funds if the Commission in its sole discretion determines that it is necessary in order to protect the purposes and objectives of the Commission and the Grant or to comply with any law or regulation applicable to the Commission, the Grant and/or the Grantee.

10. Sale or Encumbrance; Security Interest. Until the Commission has determined that the public purposes of the Grant have been satisfied, none of the assets or property acquired, constructed, improved, equipped, and/or furnished as part of the Project shall be leased, sold, exchanged, disposed of, hypothecated, mortgaged or encumbered without the prior written approval of the Executive Director. In the event that such asset or property is leased, sold, exchanged, disposed of, hypothecated, mortgaged or encumbered without the prior written approval of the Executive Director, the Commission may assert its interest in the asset or property to recover the Commission's share of the value of such asset or property and/or recover from the Grantee, unless otherwise prohibited by law.

Grantee hereby pledges, delivers and assigns to the Commission a security interest in, to and on all property purchased with the Grant, which security interest shall be held by the Commission to secure Grantee's full performance under this Agreement. Upon the request of the Commission, Grantee will execute, provide and sign all documents necessary to establish and/or perfect Commission's security interest in such property, including deeds of trust, supplemental deeds of trust, amendments or modifications hereto, financing statements, continuation statements or other instruments and documents which may be reasonably required from time to time. The Commission will release its security interest upon Grantee's full performance under this Agreement, including, without limitation, Grantee's full compliance with all reporting requirements required herein, and once the Commission has determined that the public purposes of the Grant have been satisfied.

11. Press Releases. The Grantee agrees that it shall not issue any press releases or other public statements regarding the Grant without the prior written consent of the Commission.

12. Future Funding. The Grant provided pursuant to this Agreement shall not be deemed to be an actual or implied promise of the Commission to fund the Project except as provided for herein. No representation by the Commission, or its members, employees or agents, shall be binding unless set forth in writing and signed by the Executive Director. In addition to the other remedies provided by law or in this Agreement, if the Grantee fails to comply with the terms of this Agreement, the Grantee shall not be entitled to additional funding for the Project.

13. Entire Agreement. To the extent there are inconsistencies between this Agreement and its supporting documents, including the Application and the exhibits attached hereto, this Agreement shall control. This Agreement expresses the entire understanding and all agreements between the Commission and the Grantee and may not be modified except in a writing signed by the Commission and the Grantee.

14. Governing Law; Jurisdiction; Venue. This Agreement shall be governed by the applicable laws of the Commonwealth. The venue of any judicial action shall be in the Circuit Court of the City of Richmond, Virginia, and such litigation shall only be brought in such court.

15. Limitation of Commission's Liability. Nothing herein shall be deemed to be a covenant, agreement or obligation of a present or future member of the Commission or of an employee or agent of the Commission. No member, employee or agent of the Commission shall incur any personal liability with respect to any action taken by him or her pursuant to this Agreement.

16. Severability. If any provision of this Agreement shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision hereof.

17. Public Documents. Unless specifically exempted pursuant to the Virginia Freedom of Information Act (Virginia Code Section 2.2-3700 *et seq.*, as amended), all reports, documents, financial data and other information provided to the Commission shall be public records.

18. Notices. Unless otherwise provided for herein, all notices, approvals, consents, correspondence and other communications pursuant to this Agreement shall be in writing and shall be deemed received upon receipt or refusal after mailing of the same in the United States Mail by certified mail, postage fully pre-paid or by overnight courier (refusal shall mean return of certified mail or overnight courier package not accepted by the addressee) to (a) the Commission at 701 East Franklin Street, Suite 501, Richmond, Virginia 23219, Attention: Executive Director, or (b) the Grantee at the address set forth below.

19. Conditional Funding. In the event that disbursement of Grant funds is contingent upon the happening of an event or events described herein that have not yet occurred as of the Award Date, the Commission may withdraw the Grant if such event or events have not been substantiated with appropriate documentation satisfactory to the Commission within twelve (12) months of the

Award Date. This Agreement is subject to the availability of Commission funds. If such funds become unavailable and the Commission is unable to obtain sufficient funds, this Agreement shall be amended or terminated, as appropriate.

20. Expiration. Thirty-six (36) months after the date on which the Grant is approved, the Grant shall be automatically rescinded with respect to all funds not yet disbursed by the Commission, unless an extension is granted in writing by the Commission.

21. Survival. The rights and remedies available to the Commission shall survive any expiration or termination of this Agreement, including but not limited to, Sections 4, 7, 9, 10 and 21.

22. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, and all of which together shall constitute but one and the same instrument.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

TOBACCO REGION REVITALIZATION COMMISSION, a body corporate and political subdivision of the Commonwealth of Virginia

Signature of Executive Director: _____

Printed Name of Executive Director: Evan Feinman

Date: _____

Prince Edward County

Signature of Grantee's Chief Executive: _____

Printed Name of Chief Executive: _____

Date: _____

Grantee Information:

Address _____

Phone # _____ e-mail _____ Federal ID # _____

Project Description

In 2008, Prince Edward County received a Southside Economic Development Tobacco Commission Grant to help pay for the development of 4 Ready to Go Pad sites. The County was awarded \$193,510; Prince Edward County paid \$507,490 and the IDA of Prince Edward County paid \$61,000 towards this project. One lot has been sold to VDOT for their new Regional Office and 2 lots are currently under option consideration, leaving only one lot available. To gain access to the remaining undeveloped land (60 acres) within the Prince Edward Industrial Park, the County needs to build a new access road.

Project Budget

Grantee must provide a revised budget to reflect the grant amount

Grant Conditions

1. No less than dollar 50% of the total Project Budget shall be funded by non-commission sources and satisfactory evidence thereof submitted to the Commission prior to disbursement of any Commission money. Un-approved applications to other funding sources are not satisfactory evidence.

TICRC Grant Application Budget Worksheet

Rev 3/14/14

1. Financial Information: Sources of Funds

a. Requested TICRC Funds: Enter a Description and Budget Line Item Amounts in the blue highlighted boxes below. *Please include specific, detailed budget narrative as an additional attachment in your application.*

Requested TICRC Fund Details									
1. Description (Enter a brief description of how the TICRC funds will be used)	Funds from the Special Projects Grant for \$328,395 along with the Southside Economic Development Grant for \$49,080 will be used for construction of the new access road into the Prince Edward Industrial Park								
2. Budget Line Item	Personal Services	Contractual Services	Supplies & Materials	Continuous Charges	Property & Improvements	Equipment	Plant & Improvements	Transfer Payments	
3. Budget Line Item Amount (Enter the amount of funds allocated to each budget line)							\$377,475.00		
4. Total Amount (Self Totalling)								\$377,475.00	

b. Other Funding: Enter Source Information, Status, Description and Budget Line Item Amounts in the blue highlighted boxes below. Select funding type and status from the dropdown menus in the blue highlighted boxes where indicated. *Please include specific, detailed budget narrative as an additional attachment in your application.*

Matching Funds Detail									
1. Funding Type (Select the type of matching funds from the dropdown list)	State								
2. Agency/Locality Name (Enter the name the source of the matching funds)	Virginia Transportation Revenue Sharing Program								
3. Status (Select the status of the matching funds from the dropdown list)	Application Intended								
4. Description (Enter a brief description of how the matching funds will be used)	VDOT Revenue Sharing Funds will be used towards road design, engineering, project oversight, and the construction of the access road at the Prince Edward Industrial Park								
5. Budget Line Item Description	Personal Services	Contractual Services	Supplies & Materials	Continuous Charges	Property & Improvements	Equipment	Plant & Improvements	Transfer Payments	
6. Budget Line Item Amount (Enter the amount of funds allocated to each budget line)		\$267,650.00					\$261,675.00		
7. Total Amount (Self Totalling)								\$529,325.00	

Matching Funds Detail									
1. Funding Type (Select the type of matching funds from the dropdown list)	Local								
2. Agency/Locality Name (Enter the name the source of the matching funds)	Industrial Development Authority for Prince Edward County								
3. Status (Select the status of the matching funds from the dropdown list)	Money in Hand								
4. Description (Enter a brief description of how the matching funds will be used)	IDA funds will be used towards VDOT required project oversight, the installation of 1,400 feet of waterline grading of road site								
5. Budget Line Item Description	Personal services	Contractual Services	Supplies & Materials	Continuous Charges	Property & Improvements	Equipment	Plant & Improvements	Transfer Payments	
6. Budget Line Item Amount (Enter the amount of funds allocated to each budget line)		\$30,000.00					\$121,850.00		
7. Total Amount (Self Totalling)								\$151,850.00	

Matching Funds Detail									
1. Funding Type (Select the type of matching funds from the dropdown list)									
2. Agency/Locality Name (Enter the name the source of the matching funds)									
3. Status (Select the status of the matching funds from the dropdown list)									
4. Description (Enter a brief description of how the matching funds will be used)									
5. Budget Line Item Description	Personal Services	Contractual Services	Supplies & Materials	Continuous Charges	Property & Improvements	Equipment	Plant & Improvements	Transfer Payments	
6. Budget Line Item Amount (Enter the amount of funds allocated to each budget line)									
7. Total Amount (Self Totalling)								\$0.00	

Matching Funds Detail								
1. Funding Type (Select the type of matching funds from the dropdown list)								
2. Agency/Locality Name (Enter the name the source of the matching funds)								
3. Status (Select the status of the matching funds from the dropdown list)								
4. Description (Enter a brief description of how the matching funds will be used)								
5. Budget Line Item Description	Personal Services	Contractual Services	Supplies & Materials	Continuous Charges	Property & Improvements	Equipment	Plant & Improvements	Transfer Payments
6. Budget Line Item Amount (Enter the amount of funds allocated to each budget line)								
7. Total Amount (Self Totalling)	\$0.00							

Matching Funds Detail								
1. Funding Type (Select the type of matching funds from the dropdown list)								
2. Agency/Locality Name (Enter the name the source of the matching funds)								
3. Status (Select the status of the matching funds from the dropdown list)								
4. Description (Enter a brief description of how the matching funds will be used)								
5. Budget Line Item Description	Personal Services	Contractual Services	Supplies & Materials	Continuous Charges	Property & Improvements	Equipment	Plant & Improvements	Transfer Payments
6. Budget Line Item Amount (Enter the amount of funds allocated to each budget line)								
7. Total Amount (Self Totalling)	\$0.00							

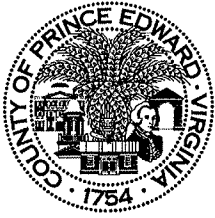
Matching Funds Detail								
1. Funding Type (Select the type of matching funds from the dropdown list)								
2. Agency/Locality Name (Enter the name the source of the matching funds)								
3. Status (Select the status of the matching funds from the dropdown list)								
4. Description (Enter a brief description of how the matching funds will be used)								
5. Budget Line Item Description	Personal Services	Contractual Services	Supplies & Materials	Continuous Charges	Property & Improvements	Equipment	Plant & Improvements	Transfer Payments
6. Budget Line Item Amount (Enter the amount of funds allocated to each budget line)								
7. Total Amount (Self Totalling)	\$0.00							

Matching Funds Detail								
1. Funding Type (Select the type of matching funds from the dropdown list)								
2. Agency/Locality Name (Enter the name the source of the matching funds)								
3. Status (Select the status of the matching funds from the dropdown list)								
4. Description (Enter a brief description of how the matching funds will be used)								
5. Budget Line Item Description	Personal Services	Contractual Services	Supplies & Materials	Continuous Charges	Property & Improvements	Equipment	Plant & Improvements	Transfer Payments
6. Budget Line Item Amount (Enter the amount of funds allocated to each budget line)								
7. Total Amount (Self Totalling)	\$0.00							

2. Financial Information: Budgeted Expenditures

You do not need to enter any information in this section. The table below is self calculating based on the information entered in section 1 (Financial Information: Sources of Funds). Please fill in the blue highlighted fields in section 1 to populate the table below. The amounts from the "TICRC Funds" column and the "Total Matching Funds Column" should correspond to the amounts entered in the grant application.

Proposed Project Budget								
	TICRC Funds	State	Local	Federal	Private	In-Kind	Total Matching Funds	Grand Total
Personal Services (Salaries, Wages, Benefits, etc.)								
Contractual Services (A&E, Legal, Printing, Media, Travel, Training, etc.)		\$267,650.00	\$30,000.00				\$297,650.00	\$297,650.00
Supplies & Materials (Engineering Supplies, Building & Mechanical Repair, Supplies, Educational Supplies, etc.)								
Continuous Charges (Insurance, Lease Payments, Utilities, etc.)								
Property & Improvements (Land Acquisition, Site Development, etc.)								
Equipment (Computers, Phones, Furniture, Fixtures, Manufacturing Equipment, etc.)								
Plant & Improvements (Building Acquisition, Construction/Renovation, etc.)	\$377,475.00	\$261,675.00	\$121,850.00				\$383,525.00	\$761,000.00
Transfer Payments (Scholarships, Incentives, etc.)								
Total Costs:	\$377,475.00	\$529,325.00	\$151,850.00				\$681,175.00	\$1,058,650.00



County of Prince Edward
Board of Supervisors
Agenda Summary

Meeting Date: October 13, 2015
Item No.: 15
Department: County Administration
Staff Contact: W.W. Bartlett/Sarah Elam Puckett
Issue: Waterfowl Hunting at Sandy River Reservoir

Summary: As the Board is aware, waterfowl hunting is allowed at the Sandy River Reservoir. With the changes in state hunting regulations, which now allow Sunday hunting, the Board of Supervisors may wish to establish whether Sunday waterfowl hunting is available at the Sandy River Reservoir. As written, the County’s Sandy River Ordinance (copy attached) enables Sunday waterfowl hunting. Should the Board determine that it does not choose to authorize Sunday waterfowl hunting, the County Attorney advises an amendment to Section 82-31(a)(4) would be in order, as follows:

Sec. 82-31

- (4) Hunting or trapping of any type, kind or description without an express written permit issued by the County of Prince Edward, with the exception of waterfowl hunting, which requires no county permit. **No hunting of any kind shall be allowed on Sunday.**

An amendment to the County Ordinance will require a public hearing.

Attachments: *County’s Sandy River Ordinance*

Recommendations: The Board will wish to consider Sunday waterfowl hunting at the Sandy River Reservoir. An amendment to the County Ordinance will require a public hearing.

Motion _____	Cooper-Jones _____	McKay _____	Townsend _____
Second _____	Gray _____	Simpson _____	Wilck _____
	Jones _____	Timmons _____	

**ORDINANCE TO REGULATE AND PROTECT THE
SANDY RIVER RESERVOIR AND ADJACENT COUNTY-OWNED PROPERTIES
IN ACCORDANCE WITH SECTION 15.1-13 OF THE
CODE OF VIRGINIA 1950, AS AMENDED**

Sec. 82-31.

- (a) The following activities are hereby declared to be unlawful in that part of Lockett Magisterial District of Prince Edward County known as Sandy River Reservoir and on any County-owned property surrounding the reservoir:
- (1) Presence of persons, boats, or other personal property at anytime in areas marked "No Trespassing," without the express written permission of the county administrator.
 - (2) Parking on any County-owned property surrounding the reservoir other than in the Sandy River Reservoir Public Use Area located off Route 640, at the end of Route 792, or in any other area specifically designated by the Prince Edward County Board of Supervisors as a Public Parking Area.
 - (3) Littering or dumping of any type, kind or description.
 - (4) Hunting or trapping of any type, kind or description without an express written permit issued by the County of Prince Edward, with the exception of waterfowl hunting, which requires no county permit. **No hunting of any kind shall be allowed on Sunday.**
 - (5) Conducting fishing tournaments in which prizes are awarded without an express written permit issued by the County of Prince Edward and Department of Game and Inland Fisheries.
 - (6) Diving, snorkeling or swimming of any type, kind or description.
 - (7) Operation in or on the reservoir of any unlicensed watercraft or any type of watercraft propelled by an engine in excess of ten (10) horsepower.
 - (8) Operation in or on the reservoir of a windsurfer, sailboard or any wind-propelled vessel, other than a sailboat, length of which shall not exceed sixteen (16) feet.
 - (9) Operation in or on the reservoir of any jet ski.
 - (10) Sale of any and all commodities or services anywhere in either the reservoir or the County-owned property surrounding the reservoir, as well as the posting of any kind of advertisement of any description, unless sanctioned by the County of Prince Edward.
 - (11) Discharging any firearm, including but not limited to any weapon which propels a projectile by pneumatic means, unless sanctioned by the County of Prince Edward.
 - (12) Possession of any type of alcoholic beverage while on the premises.
 - (13) Presence on the reservoir or the County-owned property surrounding the reservoir by any person under the age of twelve (12) years, unless such person is accompanied by an individual who is at least twenty-one (21) years of age.
 - (14) Camping and lighting or maintaining any kind of fire, unless such activity has been sanctioned or is sponsored by the County.
 - (15) Use of any of the County-owned property surrounding the reservoir by any person riding any type of motorized or non-motorized vehicle, bicycle or horse and use of any part of the reservoir or such County-owned property for ice skating or sledding, unless any such use has been expressly sanctioned by the County.

- (16) The use of any of the County-owned property surrounding the reservoir, other than those areas specifically designated by the County as such, for boat access to and from the reservoir including, but not limited to construction of piers, docks and access roads. Individuals owning property adjacent to the county buffer who have a county-approved and permitted boat access ramp shall continue to be responsible for the soil erosion and sedimentation measures and for the safe maintenance and upkeep of the ramp. The permit is not transferable to any future owners of the property. Permittee must carry liability insurance and show annual proof thereof.
 - (17) Cutting, removing or altering any trees, brush or other vegetation now growing or hereafter established in the reservoir or on the County-owned property surrounding the reservoir and removing, altering or otherwise disturbing the reservoir or any County-owned land surrounding the reservoir.
 - (18) Withdrawal of water for any purpose, with the exception that adjacent property owners with express written permission from Prince Edward County may withdraw reasonable amounts of water for irrigation and domestic purposes until such time as water therein is used for public water supply.
 - (19) Stocking of any fish or other aquatic species in the reservoir or animal on the County-owned property, without written permission of Prince Edward County and the Department of Game and Inland Fisheries.
 - (20) The siting of dwellings not closer than 200 feet from the normal pool elevation of the reservoir, so long as the soil treatment area is located not less than 500 feet from the normal pool elevation of the reservoir.
 - (21) Discharging a firearm, as defined in paragraph 11 of this section, on any county-owned land, on or within 300 feet of a public parking area.
- (b) The Board of Supervisors may, by resolution, authorize the construction and maintenance of public utilities, including electrical supply lines, water and sewer treatment plants, water and sewer supply lines, and telecommunications transmission lines that benefit the public at large and are constructed and maintained by a public utility company, Prince Edward County, or by a public utility authority created pursuant to state law, on Sandy River Reservoir and on any County-owned property surrounding the Sandy River Reservoir. As a condition of said authorization, the entity responsible for the construction or maintenance of the public utility shall restore the affected property to the same condition as it existed on the date of the authorization, and shall maintain the area in that condition for the duration of the authorization, to the extent that is practical and consistent with prevailing utility maintenance practices in the Commonwealth of Virginia.
 - (c) Except for those activities specifically authorized by the Board of Supervisors pursuant to Paragraph (b), any person who shall knowingly commit any of the acts declared unlawful in (a) above, shall, on conviction of a first offense of a violation of this section, be guilty of a Class 1 misdemeanor as same as defined in Section 18.2-11 of the Code of Virginia, 1950, as amended.

(Ord. of 7-9-96; Ord. of 11-12-98, Ord. of 9-14-99, Ord. of 10-10-00, Ord. 6-10-08, Ord. 11-12-08, Ord. 10-9-12, Ord. 9-8-15.).



**County of Prince Edward
Board of Supervisors
Agenda Summary**

Meeting Date: October 13, 2015
Item No.: 16
Department: County Administration
Staff Contact: W.W. Bartlett
Issue: Board Strategic Retreat

Summary:

During its September meeting, the Board of Supervisors requested that staff research possible consultants who could serve as a facilitator for a Strategic Retreat. The Virginia Institute of Government was contacted and we were informed that Tyler St. Clair is the consultant of choice for localities to serve as a facilitator.

Ms. St. Clair has served as a facilitator for numerous Counties, Cities and Towns in Virginia. She served 18 years in the Department of Corrections thereby understanding the challenges associated with operating Jails. She served for eight years as an internal consultant to the City of Lynchburg where she was the primary facilitator for the City Council’s visioning and strategic planning activities. In addition to her private consulting, she provides faculty services to the University of Virginia’s Weldon Cooper Center for Public Service where she supports the Senior Executive Institute and Lead program. Ms. St. Clair’s bio is attached.

IF selected she proposes she would spend one day interviewing each Board member for 1 hour and 15 minutes to understand what each member wants to achieve from the retreat and to learn about the Board members and how they interact. After digesting what she learns from the interviews she would develop a day and a half program focused on Team Building, Long-term Visioning and outcomes, Short-term priorities to achieve the vision and operating guidelines for the Board. She recommend the half day be the first day and can be during the workday or the evening then the full day would be the next day. After the meetings she would produce what she described as a lengthy report. The cost would be \$5,400 plus expenses.

The only time in January she is available is the third week and only on the weekdays, her weekends are booked. She recommends the event take place in February to give any new Board members at least a month to acclimate themselves. She is open in February to include weekends. VACO’s training for new Supervisors is scheduled for January 8 -10, 2016.

The Board will need to decide the focus of this retreat. Is this meant to be a work session designed to provide guidelines and direction for building the new budget or is this to be a meeting focused on Long-term goals, and assist the Board in developing procedures to work together and develop a joint agenda for the future? If it is the first Ms. St. Clair recommends the County hire another consultant that focuses on short-term goals.

Attachments: Bio for Ms. Tyler St. Clair

Recommendation: The Board will wish to determine the focus of the retreat and decide if they want to engage Ms. St. Clair.

Motion _____	Cooper-Jones _____	McKay _____	Townsend _____
Second _____	Gray _____	Simpson _____	Wilck _____
	Jones _____	Timmons _____	

A. TYLER ST. CLAIR
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A. Tyler St. Clair is a consultant to local government who specializes in working with elected bodies and staff organizations that are interested in enhancing performance. In addition to her private consulting, she provides faculty services to the University of Virginia's Weldon Cooper Center for Public Service where she supports the Senior Executive Institute and LEAD program. These institutes enjoy a national reputation as high-quality career development programs for city managers and local government staff. Tyler is also a Principal Associate with the Commonwealth Centers for High Performance Organizations, Inc., a consulting group with extensive organization development contracts with federal, state, and local governments. CCHPO is well known for assisting organizations in learning to use the "High Performance Organization (HPO) Model" to diagnose and enhance organizational performance.

Tyler works with a large array of governing bodies, boards and commissions, and local government staff members to provide strategic planning, leadership development, team building, organizational assessment and intervention, and performance coaching. She has worked with many types of elected and appointed representatives from school boards, water authorities, economic development authorities, commissions, and professional associations. She uses a highly successful governance model that helps governing bodies provide collective, visionary leadership for their localities and to accomplish long and short-range goals. She has worked with every type of department in local government, implementing high performance strategies first-hand and over time. She brings an ability to design programs directly related to client needs along with practical experience with change to her ongoing work with local governments.

Her Virginia clients have included the counties of Orange, Fauquier, Frederick, Franklin, Amherst, Brunswick, Prince George, Montgomery, Spotsylvania, Bedford, Spotsylvania, Culpeper, Campbell, Nelson, Rockingham, and Stafford. She has worked with elected bodies in diverse Virginia cities and towns such as Middleburg, Staunton, Louisa, Leesburg, Waynesboro, Charlottesville, Falls Church, Herndon, Portsmouth, Suffolk, Chesapeake, Newport News, Richmond, Hampton, Fredericksburg, Hopewell, Christiansburg, Petersburg, Radford, Danville, Martinsville, Pulaski, and Manassas. Her out-of-state clients have included San Antonio TX, Rockville MD, Saginaw MI, Bellevue WA, Laredo TX, Broward County FL, San Bernadino CA, and Martin County FL.

Tyler had a long career with state and local government before joining UVA's Cooper Center and CCHPO. She served in a series of professional management positions in the Commonwealth of Virginia's Department of Corrections over an eighteen-year period. She coordinated statewide management development and youth services training for the Department before moving to local government. Tyler served for eight years as an internal consultant in the City of Lynchburg, Virginia where she was the primary facilitator of activities related to the City's reinvention efforts. She designed and facilitated city council visioning and goal setting, strategic planning, organization development and many special improvement projects involving city departments and the City's business and regional partners.

Tyler graduated from James Madison University in Harrisonburg, Virginia with a B. S. in Social Work. She is certified in the administration of the Myers Briggs Type Indicator, the EQi, the Technology of Participation, and ProSci's Change Management. She has special skills training in strategic visioning, mediation, appreciative inquiry, graphic facilitation, National Issues Forum moderation, basic law enforcement, and a variety of counseling modalities.



County of Prince Edward
Board of Supervisors
Agenda Summary

Meeting Date: October 8, 2015
Item No.: 17
Department: County Administration
Staff Contact: W.W. Bartlett
Issue: Personnel Committee – Hybrid Sick Leave Program

Summary:

The Personnel Committee met October 8, 2015 to discuss amending the County’s sick leave policy to account for the County’s short and long-term disability program for employees hired on or after January 1, 2014 without prior VRS service credit. The Committee is comprised of Supervisor Simpson – Chair, and Supervisors Timmons and Townsend. Employees hired on or after January 1, 2014 are automatically enrolled in the VRS Hybrid Retirement Plan. This plan mandates an employer paid Short and Long Term Disability Program (STD / LTD). Prince Edward County chose to opt-out of the state run Disability Program and instead adopted a plan administered by the Standard Insurance Company.

The Disability Program provides income replacement for periods of short and long term disability. The Short term program pays the employee once he has been continuously disabled for 7 days and continues for a maximum of 125 days at which time the Long-term program begins. Because of this disability program Hybrid employees do not need as robust a Sick Leave program as non-hybrid employees. The STD is a self-funded plan, meaning that Prince Edward County pays the benefit to the employee. The LTD is paid by insurance.

The Committee reviewed the County’s current annual and sick leave policy, attachment (1). After that review the committee then discussed various options for adjusting the sick leave program. After considerable discuss the Committee unanimously recommends the Prince Edward County Board of Supervisors amend the County’s personnel policy by adopting the Hybrid Sick Leave Program presented in attachment (2).

This amendment mirrors the state sick leave program for hybrid employees

Attachments:

- (1) Prince Edward County’s Leave Program
- (2) Draft Hybrid Sick Leave Program

Recommendation: The Committee recommends the Board adopt the proposed Hybrid Sick Leave program, as presented.

Motion _____ Cooper-Jones _____ McKay _____ Townsend _____
Second _____ Gray _____ Simpson _____ Wilck _____
Jones _____ Timmons _____

- 4. Holiday During Unpaid Leave – When a holiday falls within a period of leave without pay or immediately preceding or following such leave, the employee shall receive no pay for the holiday.
- 5. Appointment or Separation on a Holiday – The appointment or separation of an employee shall not be effected on a holiday unless the employee worked that day.

8.5 ANNUAL LEAVE

A. Annual Leave Accrual

- 1. Regular full-time employees shall earn annual leave at a rate based upon completed calendar month of service as follows:

0 – 4 years of continuous service	8 hours per month
5 – 9 years of continuous service	10 hours per month
10 – 14 years of continuous service	12 hours per month
15 – 19 years of continuous service	14 hours per month
20 – 24 years of continuous service	16 hours per month
25 or more years of continuous service	18 hours per month
- 2. Temporary and part-time employees do not earn annual leave.
- 3. Maximum annual leave accrual rates are as follows:

0 – 4 years of continuous service	192 hours
5 – 9 years of continuous service	240 hours
10 or more years of continuous service	288 hours
- 4. During the calendar year, an employee may accrue more than the maximum levels as stated above. Leave beyond the maximum levels that is not used by the beginning of the first full pay period of the new calendar year shall be forfeited.

B. Granting of Annual Leave

- 1. So far, as possible, annual leave shall be set at a time mutually agreeable to the employee and the County. Annual leave shall normally be granted each calendar year, unless a department director specifically defers an employee's vacation because of work requirements.
- 2. The annual leave credits provided may be used, at the option of the employee, to provide for paid absences due to vacation or other personal purposes (including sickness) or for paid absences exceeding credit available for other kinds of leave.
- 3. No annual leave credit shall be provided for service less than a full semi-monthly pay period. The credit for a full semi-monthly pay period or more, but less than one calendar month shall be one-half the accrual rate to which the employee is entitled for one calendar month of service. No annual leave credits shall be

Attachment (1)

provided during any period of absence immediately following an absence of sixty calendar days.

C. Payment of Annual Leave Upon Separation

1. Upon separation, an employee shall receive payment for annual leave up to the maximum accrual rate. Payment shall be calculated using the employee's base hourly rate of pay at the time of separation.
2. In the case of the death of an employee, the unused annual leave credit shall be paid to the employee's estate.

D. Effect of Change of Appointment Status

An employee who transfers from a temporary to permanent position will receive annual leave credit from the date of the full time permanent appointment.

8.6 SICK LEAVE

A. Sick Leave Accrual

1. Regular full-time employees shall accrue one and one-quarter day of sick leave for each completed calendar month of service. There is no limit for accumulated sick leave. Upon favorable termination, an employee who has accumulated over ninety (90) days of sick leave will be reimbursed for thirty percent (30%) of the first ninety (90) days of accumulated leave. The remainder of the leave shall be unreimbursable and forfeited by the employee.
2. Temporary and part-time employees do not accrue sick leave.

B. Granting of Sick Leave

The department director shall grant sick leave to eligible employees in accordance with the following provisions:

1. Leave for sickness shall not exceed the total amount credited to an employee at the time of absence. Sick leave shall not be advanced.
2. Leave without pay may be granted for sickness extending beyond the employee's earned sick leave balance.
3. Employees may use available annual leave and compensatory leave for sick leave when sick leave has been exhausted.
4. When advance approval is not possible, employees are required to submit to their department director a request for leave slip immediately upon return to work.

C. Policy

Sick leave shall not be considered a right, which may be used at the employee's discretion, but is a privilege. Sick leave shall be provided to aid employees in time of need and shall only be used when necessary, and as outlined in this policy:

1. Sick Leave – Sick leave shall be granted, in accordance with this policy, to eligible employees for the following:

- a. Sickness or physical incapacity;
- b. Medical, dental or optical diagnosis or treatment;
- c. When an employee is unable to perform regular duties, as certified by a licensed physician, during pregnancy, childbirth or related medical conditions associated with birth;
- d. Exposure to a contagious disease when the employee's presence at work jeopardizes the health of others; and,
- e. The necessary care and attendance of an employee's spouse and dependent(s) due to sickness or incapacity up to three (3) days per occurrence.

2. Maternity/Pregnancy Related Absences

- a. Employees who are absent because of pregnancy shall have their leave requests handled in the same manner as any other temporary disability and shall be governed by the provisions of this section.
- b. Requests for time off associated with pregnancy and childbirth, once the employee has been medically released to return to work by the employee's physician, shall be considered in the same manner as any other request for personal leave.

3. Written Certificate of Sickness or Physical Incapacity

- a. An employee may be required by the department director to submit a certificate by a licensed physician confirming the employee's incapacity and his/her inability to report for work.
- b. An employee who is away from work for medical conditions, which require absence in excess of five consecutive work days, may be required to submit to the department director a certificate from a licensed physician outlining the general nature of the medical condition, stating the earliest approximate date of return to duty and advising on the ability of the employee to perform his/her regular duties.
- c. Sick leave shall not be approved if the employee does not present the necessary physician's certificate(s) when required by the department director or his/her appointed designee.

1. Medical Examination -- The County Administrator may require an employee to undergo a medical examination to be performed by a County authorized, licensed physician at County expense under any of the following conditions:

- a. When there is evidence to support that an employee is having problems related to job performance or safety;
- b. To verify fitness for duty of employees assigned to physically demanding jobs;

- c. When in the judgment of the department director, an employee absent on sick leave is falsely or fraudulently using sick leave; or,
- d. Upon an employee's return to work after an absence due to sickness or physical incapacity.

2. Confidentiality of Medical Information

All medical information obtained shall be treated as confidential medical records to be maintained by the County Administrator's Office.

3. Modified Work Assignment

When an employee is found (either through certification from a licensed physician or a County medical examination) to be unable to perform all regular duties and the medical condition appears to be of a temporary, short-term nature, a temporary transfer to modified duty (less strenuous or less hazardous jobs) may be granted. Such requests must be endorsed by the department director and forwarded to the County Administrator for approval. Employees shall not be assigned modified duty without review and approval by the County Administrator.

4. Extended Sickness or Physical Incapacity

The department director in determining whether to hold the employee's current position or to place them in another position for which the employee qualifies shall consider medical information and the staffing needs of the department.

D. Investigation and Documentation of Sickness

A department director or the County Administrator may investigate an employee's alleged sickness and sick leave request. Circumstances that may warrant investigation include, but are not limited to, the following:

- 1. Sick leave requested before or after a holiday or other scheduled day off;
- 2. Sick leave requested in excess of five consecutive workdays;
- 3. When an employee's sick leave record reflects questionable leave use, repetitious usage of short amounts of sick leave, a pattern of leave use over an extended period of time and other excessive leave usage; or,
- 5. False or Fraudulent Use of Sick Leave.

Sick leave shall be denied to an employee who is found guilty of making a false statement of sickness or otherwise abuses the sick leave privilege. False or fraudulent use of sick leave shall be cause for disciplinary action, up to and including dismissal.

8.7 BEREAVEMENT LEAVE

Regular full-time employees may be granted up to three consecutive workdays of bereavement leave in the event of the death of an immediate family member. This leave is granted with pay and is not charged against an employee's other leave accruals.

8.8 CIVIL LEAVE

HYBRID SICK LEAVE PROGRAM –

8.6 Sick Leave

E. Hybrid Employees.

Regular fulltime employees hired on or after January 1, 2014 but without prior VRS service credit will automatically be enrolled in the VRS Hybrid Retirement Plan and receive the sick leave benefit described in this section. Part-time employees receive no sick leave benefits. Employees hired from January 1, 2014 – October 31, 2015 will be allowed to maintain their current sick leave balances in a reserve if greater than the hours described below through December 31, 2015. The amount of the reserve will be the current sick leave balance as of October 31, 2015 minus the 64 sick leave hours credited from the hybrid sick leave program. Those employees with fewer than the hours described below will be awarded the higher amount. On January 1, 2016 all hybrid employees will be subject to the sick leave plan described below.

1. The Hybrid Leave Program retains the annual leave accruals of the traditional leave program, but adjusts the sick leave accrual to correspond to the employer-paid Hybrid Short and Long Term Disability Benefits. Full-time hybrid employees employed between January 1 – June 30 will be credited the number of days and hours described in the chart below based on their years of service. Full-time hybrid employees hired July 1 or later will be credited 50% of the days and hours listed below. On December 31st of each year hours not used will be forfeit.

Years Of Service	Sick Leave Credit in Days	Sick Leave Credit in Hours
0 through 4	8	64
4+ through 9	9	72
9+	10	80

2. Employees may use sick leave or any other accrued leave balance to supplement their STD benefit to receive up to 100% of their pay.
3. Employees may use their sick leave balance as described in section 8.6 of this manual.
4. Employees may use their sick leave balance for Family Medical Leave.
5. All reserved sick leave hours will be the first hours used and will be used in accordance with Section 8.6 of the County's Personnel Policy.
6. At separation or retirement, there will be no payout of accumulated sick leave for employees covered under the hybrid sick leave program.

7. Public safety employees covered by VRS enhanced hazardous duty benefits are not eligible for the VRS Hybrid Retirement Plan or the County's Hybrid Leave Program.
8. Employees hired before January 1, 2014 who convert to the Hybrid retirement or hybrid leave program will be allowed to reserve their current sick leave balances. Reserved sick leave hours will be the first hours used. Once an employee transfers to the Hybrid Plan, sick leave hours no longer accrue and the employee is no longer eligible for the traditional sick leave plan. The employee will be provided sick leave on January 1 of each year as described above. If this election is made after June 30 the employee will be provided 50% of the hours and days described above for the election year.