

**PRINCE EDWARD COUNTY
BOARD OF SUPERVISORS**

SUPERVISORS
BOARD MEETING

August 11, 2009
7:00 P.M.

AGENDA

- 7:00 p.m.**
- 1.** The Chairman will call the August meeting to order. 1
 - 2.** Invocation 1
 - 3.** **PUBLIC PARTICIPATION:** *Citizens wishing to address the Board are asked to please sign the Public Participation Register prior to the beginning of the meeting* 3
 - 4.** Board of Supervisors Comments 5
 - 5.** Consent Agenda:
 - a. Treasurer's Report: 7
 - b. Approval of Minutes: July 14, 2009 9
July 30, 2009 41
 - c. Review of Accounts & Claims 53
 - d. The County Administrator reported that checks have been issued pursuant to the order of the Board of Supervisors as to salaries, etc., the amount of which salaries have been heretofore approved. 79
 - e. Appropriations: Fire Department Carry-Over Funds 81
VITA Grants 83
 - f. Festival Permit Application: American Indian Pow-Wow & Western Festival 85
 - 6.** Highway Matters: Alan Leatherwood, PE, VDOT 91
 - 7.** VDOT Revenue Sharing Program Application: Route 628 93
 - 8.** **PUBLIC HEARING: Granite Falls Inn & Conference Center** -- *The Board will consider a rezoning application from the Industrial Development Authority of Prince Edward County for 95 acres, more or less, located on State Route 628, just east of the Prince Edward County Public Schools.* 97
 - 9.** Virginia Tobacco Commission Grant Application: Route 628 111
 - 10.** Virginia Tobacco Commission Grant Application: STEPS, Inc. 113
 - 11.** Update of County Floodplain Ordinance: Authorize Public Hearing 117
 - 12.** Public Participation Process 133
 - 13.** County Administrator's Report: 139
 - a. Set Date of November Board Meeting
 - b. Federal Wireless Broadband Grant: Letter of Support
 - c. Town's Request for Youth Football Equipment

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	b. Executed Real Estate Contract between the Industrial Development Authority and Prince Edward Development, LLC	151
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County of Prince Edward
Board of Supervisors
Agenda Summary

Meeting Date: August 11, 2009
Item No.: 1 & 2
Department: Board of Supervisors
Staff Contact: W.W. Bartlett
Issue: Call to Order and Invocation

Summary: Chairman William G. Fore, Jr. will call to order the **August** meeting of the Prince Edward Board of Supervisors and ask for an invocation.

Attachments: None.

Recommendation: None.

Motion _____
Second _____

Fore _____
McKay _____
Ward _____

Gilfillan _____
Moore _____
Wiley _____

Jones _____
Simpson _____



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

Meeting Date: August 11, 2009
Item No.: 3
Department: Board of Supervisors
Staff Contact:
Issue: Public Participation

Summary: (Space for notes based on citizen input.)

Attachments: None.

Recommendation: Follow up, if needed.

Motion _____
Second _____

Fore _____
McKay _____
Ward _____

Gilfillan _____
Moore _____
Wiley _____

Jones _____
Simpson _____



County of Prince Edward
Board of Supervisors
Agenda Summary

Meeting Date: August 11, 2009
Item No.: 4
Department: Board of Supervisors
Staff Contact:
Issue: Board of Supervisors Comments

Summary: The Board has set aside ten minutes for Board members to respond to citizen input from Public Participation.

Attachments: None.

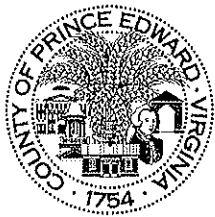
Recommendation: Follow up, if needed.

Motion _____
Second _____

Fore _____
McKay _____
Ward _____

Gilfillan _____
Moore _____
Wiley _____

Jones _____
Simpson _____



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

Meeting Date: August 11, 2009
Item No.: 5-a
Department: Board of Supervisors
Staff Contact: Mable Shanaberger
Issue: Consent Agenda - Treasurer's Report

Summary: The June 2009 Treasurer's Report was not available in time for the Board agenda.

Attachments:

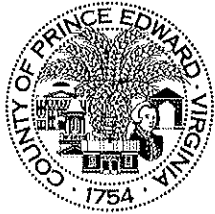
Recommendation:

Motion _____
Second _____

Fore _____
McKay _____
Ward _____

Gilfillan _____
Moore _____
Wiley _____

Jones _____
Simpson _____



County of Prince Edward
Board of Supervisors
Agenda Summary

Meeting Date: August 11, 2009
Item No.: 5-b
Department: Board of Supervisors
Staff Contact: Karin Everhart
Issue: Consent Agenda – Minutes

Summary: Board meeting minutes are attached.

Attachments: July 14, 2009
July 30, 2009

Recommendation: Approval.

Motion _____
Second _____

Fore _____
McKay _____
Ward _____

Gilfillan _____
Moore _____
Wiley _____

Jones _____
Simpson _____

July 14, 2009

At the regular meeting of the Board of Supervisors of Prince Edward County, held at the Court House, thereof, on Tuesday the 14th day of July, 2009; at 7:00 p.m., there were present:

William G. Fore, Jr.

Sally W. Gilfillan

Robert M. Jones

Charles W. McKay

James C. Moore

Howard F. Simpson

Lacy B. Ward

Mattie P. Wiley

Also present: Wade Bartlett, County Administrator; Sarah Puckett, Assistant County Administrator; Jonathan L. Pickett, Director of Planning and Community Development; James Ennis, County Attorney; Sharon Lee Carney, Director of Economic Development & Tourism; and Alan Leatherwood, Resident Highway Engineer.

Chairman Fore called the meeting to order. Supervisor Moore offered the invocation.

In Re: Public Participation

Sharon Dotson, Leigh District, expressed her concern regarding misinformation about the Sandy River Reservoir, the Overlay District, and asked for more information about customers for the County's water system. She said the landowners do not want mandatory restrictions imposed by the Overlay District.

Kenneth Jackson, Leigh District, said citizens were said to have been closed out or dismissed from the meeting held April 22, 2009, after having received a FOIA notice of the meeting. He stated that the FOIA document did not include that it was "by invitation only." Mr. Jackson then said the motel project is moving in the right direction but certain issues need to be addressed, such as the proposed road

and the timber on the property. He said a concern is who will profit from the timber, as technically, it is taxpayers' timber.

Cornell Walker, Prospect District, said he felt the public had the right to express its opinion regarding the Luck Stone Quarry, but was made to feel as though neither the Board of Supervisors nor the Planning Commission wished to hear the opinions of the citizens. He said two days prior to the public hearing in Prince Edward County, a mine in Charlottesville was shut down for fly-rock, and the Department of Mines, Minerals and Energy can assess a \$70,000 penalty for each occurrence of fly-rock. A few days after that incident, the Department came out with a newsletter asking operators to "tighten up" how they blast. Mr. Walker said the zoning of the area is agricultural/conservation which was supposed to preserve the trees, land and open spaces, but heavy industry is going in. He said the Board often talks about the quality of life in Prince Edward County, but the quarry will deteriorate the area. He asked the Board to review the conditions and add further restrictions to provide additional safety for the residents.

Donna Pride, Virso, advised the Board of the Virso Recreation Center, located in Meherrin, is now an incorporated, non-profit organization. She said the goal of the Board of Directors is to rebuild the center.

In Re: Board of Supervisors Comments

Supervisor Jones said Governor Tim Kaine announced that one of his main initiatives is to make the Chesapeake Bay a National Treasure. He said President Obama has similar plans, and due to this, it is likely that any tributary leading to the Chesapeake Bay will have restrictions, rules and regulations imposed by the State or Federal levels that will pre-empt any the County may impose.

Supervisor Gilfillan expressed her concern on the leave policy for the Prince Edward County schools. She said she was astonished and disappointed the School Board has the policy, and reminded the Board of Supervisors that they had a discussion with the School Board regarding the leave policy as it referred to the superintendent's position, and was not made aware that the leave policy was in effect for all teachers and administrators as well. She said leave is generally capped, and while teachers and administrators should be paid well, the current School Board leave policy is unfair to Prince Edward County taxpayers. She asked that the School Board look at the policy and rescind it, and limit the teachers

payment to leave that they earned in Prince Edward County and that they've not used, and asked that the leave be capped.

Supervisor Moore asked that the Board of Supervisors and the School Board hold a meeting to come to a solution on the leave policy. He said the information presented by Mrs. Dotson regarding the Sandy River Reservoir is good and as a landowner, feels the restrictions should be minimized. He also said the center in Virso is important to the youth and the elderly in the community and asked for support from the Board and the citizens.

In Re: Highway Matters

Mr. Alan Leatherwood, Resident Highway Engineer, said no requests for a public hearing were received regarding Hidden Lake Road. He said the job is scheduled to be advertised in December 2009 or January 2010. Mr. Leatherwood said the Revenue Sharing Program applications are due electronically on August 14, 2009, and the resolution will be due September 30, 2009. He said VDOT will assist the County with preparing the documents.

Supervisor Moore complimented VDOT on their work on the bushes on Route 360 between Meherrin and Green Bay. He reported there is a large hole in the road at the intersection of Route 634 and Route 15, and that rock and asphalt is needed.

Supervisor McKay said shrubs and bushes are obstructing the view on Route 686, Allen Farm Road.

In Re: Consent Agenda

On motion of Supervisor Jones and carried:

Aye:	William G. Fore, Jr. Sally W. Gilfillan Robert M. Jones Charles W. McKay James C. Moore Howard F. Simpson Lacy B. Ward Mattie P. Wiley	Nay: None
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the Board accepted the Treasurer's report for May 2009; the minutes of the meetings held June 9, 2009 at 7:00 p.m., June 10, 2009 at 7:30 p.m., and June 16, 2009; Accounts and Claims; Salaries; an Erroneous Assessment for Nathaniel Eanes in the amount of \$667.68; an Erroneous Assessment for Pennie Jones in the amount of \$264.00; and appropriations as follows:

		<u>Debit</u>	<u>Credit</u>
3-125-18999-0001	Revenue - DARE Donations		\$100
4-125-31299-0001	Expenditures - DARE Donations	\$100	
3-301-41050-0301	From School Construction Fund Balance		\$416
4-301-94000-0052	QZAB Bond Series 2005	\$416	
3-301-41050-0301	From School Construction Fund Balance		\$279,102
4-301-94000-0055	QZAB Bond Series 2006	\$279,102	
3-301-41050-0301	From School Construction Fund Balance		\$184
4-301-94000-0053	VPSA Bond Construction	\$184	

May 2009

Fund balances were as follows:

General Fund	154,362.96	
General Fund Reserved for Investment	9,272,151.46	9,426,514.42
PPEA Fund		23,491.00
Industrial Development Authority Fund		762,457.27
Recreation Fund Reserved for Investments		26,914.04
Forfeited Assets Fund Reserved for Investments		114,477.37
School Capital Projects Fund - VPSA		183.55
School Capital Projects Fund - QZAB01		415.14
Underground Storage Tank Fund		20,000.00
Economic Development Fund		542,926.98
Board of Public Welfare Special Account		3,482.57
Piedmont ASAP Fund		254,162.36
School Fund		0.01
Landfill Construction Fund		215,777.12
PCS Fund		312,239.28
Revenue Sharing Fund		66,964.86
Retirement Benefits Fund		13,917.00
School Capital Projects Fund - QZAB02		332,895.84

Dare Donations Fund	1,629.99
School Cafeteria Fund	225,293.32
Prince Edward Community Development Fund	(1,688.00)
Water Fund	10,766.67
Sewer Fund	5,562.22
	12,358,383.01

Cash accounts were as follows:

Cash in Office	1,000.00
Cash in Banks	1,612,110.42
Warrants Payable (School Fund)	0.00
General Fund Investments	9,272,151.46
VPSA Investments	183.55
QZAB01 Investments	415.14
Underground Storage Tank Fund	20,000.00
Recreation Fund Investments	26,914.84
QZAB02 Investments	332,895.84
Landfill Construction Fund for Investment	215,777.12
Forfeited Asset Fund for Investment	114,477.37
Industrial Development Authority for Investment	762,457.27
	12,358,383.01

*Of this \$9,426,154.42 in the General Fund, \$2,135,322.79 is encumbered for:

Transfers in:	
School Fund	1,742,012.28
VPA Fund	136,433.74
Debt Obligations	256,875.77
Total	2,135,322.79

This leaves an unencumbered balance of \$7,291,191.63 in the General Fund.

STATEMENT OF DEPOSITORY BALANCES

Balances as of April 2009:

Checking Accounts:

Benchmark Community Bank	98,409.69
Wachovia Bank	138,138.30
BB&T	3,941,636.73
Bank of America	316,943.30

4,495,128.02

Investment Accounts:

Benchmark Community Bank	949,315.66
Wachovia Bank	0.00
Citizens Bank & Trust Company	234,255.83
BB&T	3,323,962.40
Planters Bank & Trust	398,260.08
Mentor Investments	162,272.98
SNAP (State Non-Arbitrage Plan)	183.55
Bank of America	2,794,004.49

7,862,254.99

BOARD OF SUPERVISORS

Business Card	Plexiglass cover	630.72	
	Meals	131.00	761.72
Christopher's Art / Framing	Framing		461.74
Key Office Supply	Guest book	21.79	
	DVD disks	14.99	36.78
Pairet's, Inc.	Vinyl letters		10.00
Magi Van Eps	Picture frames		40.87
Chesterfield County	Training		2,107.20
Doyne-Burger-Davis Funeral Home	Cremation (2)		3,570.00
Virginia Association of Counties			
Self-Insurance Risk Pool	Public official liability		2,550.00

COUNTY ADMINISTRATOR

Davenport & Company, LLC	Financial review		10,164.50
Key Office Supply	Copier maintenance contract	686.00	
	Paper	208.95	
	Office supplies	34.87	
	Envelopes	25.18	
	Ink cartridges	18.99	287.99
Pitney Bowes Financial Services	Postage meter lease		87.00
U. S. Postal Service	Postage meter lease		50.00
AT&T	Phone		206.41
Embarq	Phone		466.75
US Cellular	Phone		46.40
Virginia Association of Counties			
Self-Insurance Risk Pool	Auto Insurance	1,092.46	
	Public official liability	427.00	1,519.46
Business Card	Meals	67.71	
	Lodging	-474.34	-406.63
Farmville Chamber of Commerce	Dues		215.00
Diamond Springs	Equipment rental and water		15.70

COMMISSIONER OF REVENUE

Treasurer of Virginia	Online service		125.38
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Ntelos	Internet	20.44
Embarq	Phone	202.15
Beverly M. Booth	Mileage	69.63
Key Office Supply	Binders	17.37

TREASURER

James W. Elliott, Attorney	Advertising	139.50
AT&T	Phone	112.34
Treasurer of Virginia	Online service	125.38
Embarq	Phone	223.64
Stephanie Bappert	Mileage	165.83
	Meal & lodging	333.13
	Supplemental bills	226.36
M & W Printers, inc.	Prepare personal property tax bills	5,995.00
		6,221.36

INFORMATION TECHNOLOGY

Business Data of Virginia, Inc.	Travel expenses	250.00
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ELECTORAL BOARD AND OFFICIALS

Samuel A. Martin, Jr.	Salary	584.68
Gordon V. Smith	Salary	584.68
William Eugene Watson	Salary	1,169.32
	Copies	10.00
	Postage	22.00
	Mileage	38.50
Barbara Atkins	Official Meeting	95.00
	Phone	25.00
	Ballots	10.00
	Mileage	20.00
Ruby Amos	Official Meeting	15.00
	Official Meeting	75.00
	Meeting	25.00
Barbara Barnes	Official	100.00
Robert L. Barnes	Official	75.00
Mary L. Baylis	Official	75.00
Carl Blessing	Official	75.00
Earlma R. Blessing	Official Meeting	75.00
	Meeting	25.00
Wendell Brown	Official	100.00
Pamela Clinton	Official	75.00
Peggy S. Cave	Official Meeting	75.00
	Meeting	25.00
Edwina Covington	Official	100.00
Sandra Covington	Official Meeting	75.00
	Meeting	95.00
	Phone	25.00
	Ballots	10.00
	Mileage	20.00
	Mileage	15.00
James H. Davis	Official Meeting	165.00
	Meeting	95.00
	Meeting	25.00

	Phone	10.00	
	Ballots	20.00	150.00
Rachael E. Dove	Official		75.00
Sheila Eames	Official	95.00	
	Meeting	25.00	
	Phone	10.00	
	Ballots	20.00	150.00
Lynn H. East	Official	75.00	
	Meeting	25.00	100.00
Vincent Eanes	Official		75.00
Nancy D. Fawcett	Official		75.00
Emmett L. Ferguson	Official		75.00
Moses Ford	Official		75.00
Beth M. Fore	Official	95.00	
	Meeting	25.00	
	Phone	10.00	
	Ballots	20.00	150.00
Betty A. Gibbs	Official	95.00	
	Meeting	25.00	
	Phone	10.00	
	Ballots	20.00	
	Mileage	15.00	165.00
Yolanda Gibbs	Official	95.00	
	Meeting	25.00	120.00
Ernest Green	Official		60.00
Edward Lee Helton, Jr.	Official	75.00	
	Meeting	25.00	100.00
Esther W. Hollingsworth	Official		75.00
Carleene Sue Horne	Official		75.00
Frances D. Jasper	Official	75.00	
	Meeting	25.00	100.00
John Jennings	Official		75.00
Donald B. Kellum, Jr.	Official		75.00
James Lee, Jr.	Official		75.00
Jean W. Lee	Official	95.00	
	Meeting	25.00	
	Phone	10.00	
	Ballots	20.00	
	Mileage	15.00	165.00
Patricia Montague	Official		60.00
Tola Morgan	Official	95.00	
	Meeting	25.00	
	Phone	10.00	
	Ballots	20.00	
	Mileage	10.00	160.00
Grace E. Moton	Official		75.00
Nancy Phaup	Official		75.00
Rebecca L. Randolph	Official	75.00	
	Meeting	25.00	100.00
Mary G. Reed	Official		75.00

Rosalie B. Robertson	Official		75.00
Robert Saunders	Set up polls		75.00
Claudia Sommers	Official	95.00	
	Meeting	25.00	
	Phone	10.00	
	Ballots	20.00	150.00
	Mileage	10.00	160.00
J. Scott Sims	Official	95.00	
	Meeting	25.00	
	Phone	10.00	
	Ballots	20.00	150.00
	Mileage	15.00	165.00
Margaret Stockton	Official	75.00	
	Meeting	25.00	100.00
James B. Towler	Official		75.00
Lucie Zehner	Official	75.00	
	Meeting	25.00	100.00
Darlington Heights Fire Department	Rent		100.00
Elks Lodge #269	Rent		200.00
Farmville Volunteer Fire Department	Rent		100.00
Hampden-Sydney Fire Department	Rent		200.00
Mount Zion Second Baptist Church	Rent		200.00
Prospect Volunteer Fire Department	Rent		100.00
Rice Volunteer Fire Department	Rent		100.00
Mt. Pleasant Church	Rent		200.00
<u>REGISTRAR</u>			
AT&T	Phone		47.79
Treasurer of Virginia	Online service		3.25
Embarq	Phone		145.28
Key Office Supply	Computer cable / paper	23.44	
	Calculator	21.99	45.43
<u>CIRCUIT COURT</u>			
AT&T	Phone		62.78
Farmville Printing	Envelopes/letterhead		346.50
Key Office Supply	Copy paper	119.80	
	Office supplies	311.09	
	Ink cartridges/Norton	299.70	
	Laptop & scanner	1,074.00	1,804.59
<u>GENERAL DISTRICT COURT</u>			
AT&T	Phone-Juv. Prob.	163.47	
	Phone-J&D	123.69	
	Phone-Gen. Dist. Court	138.43	425.59
Embarq	Phone-J&D	69.52	
	Phone-Juv. Prob.	102.49	
	Phone-Gen. Dist. Court	306.03	478.04
U S Cellular	Phone		23.19

SPECIAL MAGISTRATES

AT&T	Phone	232.30
Treasurer of Virginia	Pager rental	16.36
McMillian Pager Service	Pager rental	15.90
Embarq	Phone	85.36

CLERK OF THE CIRCUIT COURT

Embarq	Phone	271.54
Thomas B. Agee	Juror	30.00
Shelia Burnette	Juror	30.00
Lonnie Calhoun	Juror	30.00
James E. Clark	Juror	30.00
Susan Culley	Juror	30.00
Frederick J. Goubile	Juror	30.00
Wendy Gray	Juror	30.00
Mark H. Gubash	Juror	30.00
Ronald Hairston	Juror	30.00
Amanda F. Hatfield	Juror	60.00
Sherrell Hill	Juror	60.00
Elizabeth B. Hinde	Juror	60.00
Timothy R. Holbert	Juror	60.00
Jane S. Hudgins	Juror	30.00
Patricia R. Jones	Juror	60.00
Annie H. Kennon	Juror	60.00
Donna Lacks	Juror	60.00
Bruce Miley	Juror	60.00
Shirley W. Moore	Juror	60.00
Paulette K. Mullens	Juror	30.00
Lacy W. Mylum	Juror	30.00
Sterling Scott Norton	Juror	30.00
Patricia P. Piercy	Juror	30.00
John C. Prengaman	Juror	30.00
Rhonda Proffitt	Juror	30.00
Ann D. Redd	Juror	30.00
Frances G. Reid	Juror	30.00
Judith J. Sandy	Juror	30.00
Pamela L. Scott	Juror	60.00
Linda Seay	Juror	30.00
Teresa Shanaberger	Juror	30.00
Chiquita T. Stokes	Juror	30.00
Melanie Stoltzfus	Juror	30.00
William Earl Thompson	Juror	30.00
Sharron Thornton	Juror	60.00
Connie L. Tobias	Juror	30.00
Nancy S. Vanderveer	Juror	30.00
Gertrude V. Walker	Juror	30.00
Juanita J. Walker	Juror	30.00
Roy R. Walker	Juror	30.00
David C. Watson	Juror	30.00
Linda F. Webber	Juror	30.00

Dennis M. White	Juror	30.00
Dawn Williams	Juror	30.00
Loretta W. Williams	Juror	30.00
Ellen Wallace Wood	Juror	30.00
Priscilla Woolridge	Juror	30.00
Kay Wuth	Juror	30.00
Donald E. Carson	Juror	30.00
Douglas M. Clements	Juror	30.00
Tara B. Gantt	Juror	30.00
Avis J. Gresby	Juror	30.00
Anna R. Jenkins	Juror	30.00
Harold D. Robinson	Juror	30.00
Lucie P. Zehner	Juror	30.00

LAW LIBRARY

Embarq	Data line	32.58
LexisNexis	Online service	207.00
Matthew Bender & Company, Inc.	Code Rules 2009 RV11	45.50

COMMONWEALTH'S ATTORNEY

AT&T	Phone	271.11
Kinex Networking Solutions	Internet	49.95
Embarq	Phone	275.99
Treasurer of Virginia	Annual fee	192.00
Matthew Bender & Company, Inc.	Code Rules 09 RV11	45.50

VICTIM WITNESS ASSISTANCE PROGRAM

Embarq	Phone	75.80
Cindy Sams	Mileage	185.90
	Meal	11.62
		197.52

SHERIFF

Walmart	Dog food	63.94
	Office supplies	69.54
	Camera supplies	60.02
	Interpreter	140.00
Nilda Couvertier	Installed radios	1,944.00
Crossroads Ford of Virginia	Oil changes	96.96
Express Care	Annual maintenance	7,105.00
Daprosystems, Inc.	Postage	41.00
Howard Estes	Phone	669.09
AT&T	Phone	458.67
Embarq	Phone	46.63
Embarq Communications, Inc.	Phone	781.01
US Cellular	Phone	
Virginia Association of Counties		
Self-Insurance Risk Pool	Auto insurance	17,734.93
Diamond Springs	Equipment rental & water	79.85
Staples Business Advantage	Office supplies	97.80
Quantum Graphics/Uniforms	Uniforms	243.00
Southern Police Equipment Company	Shoes/cuff case	91.44

DARLINGTON HEIGHTS VOLUNTEER FIRE DEPARTMENT

C. W. Williams	SCBA flow test		1,552.20
Ellington Energy Service	Diesel	410.66	
	Gas	517.51	928.17
Stellar One Bank	Loan payment	501.50	
	Loan - principal only	19,901.13	20,402.63
Southside Electric Cooperative	Electric service		213.31
Taylor-Forbes Equipment Company	Mowing deck pulley		124.35
Verizon	Phone		132.78

PAMPLIN VOLUNTEER FIRE DEPARTMENT

AT&T	Phone		0.74
Fire & Safety Equipment Company	Battery		46.00
M & W Fire Apparatus, Inc.	Emergency light lens	411.40	
	Radio charger bracket	56.36	467.76
Pamplin Volunteer Fire Department	Fuel		234.96
Verizon	Phone		117.47
Dominion Virginia Power	Electric service		310.25

MEHERRIN VOLUNTEER FIRE DEPARTMENT

Roy C. Jenkins, Inc.	Diesel		401.94
US Cellular	Phone		154.28
Verizon	Phone		150.59
Dominion Virginia Power	Electric service		514.34

EMERGENCY SERVICES

Timmons Group	System maintenance		440.00
Earth Vector Systems, LLC	GPS rental		250.00

BUILDING OFFICIAL

Farmville Automotive & Tire Center	Inspection		16.00
U. S. Postal Service	Postage		25.00
US Cellular	Phone		23.20
Virginia Association of Counties Self-Insurance Risk Pool	Auto insurance		546.23
Coy Leatherwood	Meal	5.56	
	Meeting registration	15.00	20.56

ANIMAL CONTROL

Dominion Virginia Power	Electric service		97.72
Ranson's, Inc.	Phone cases/charger		59.97
US Cellular	Phone		46.40
Virginia Association of Counties Self-Insurance Risk Pool	Auto insurance		1,092.46
Walmart	Dog food	158.90	
	Insole/shoulder strap	16.02	174.92
Galls, Inc.	Collar pins		39.99

BIOSOLIDS MONITORING

Manuel H. Toombs, Jr.	Internet	24.67
US Cellular	Phone	23.20

REFUSE DISPOSAL

Resource International	Monitoring analysis	2,080.20	
	VPDES update	1,956.80	
	Professional service	1,493.00	
	Storm water compliance	2,432.69	
	MRF assessment	116.00	
	Groundwater monitoring	11,862.95	19,941.64
Jimmy's Power Wash	Washed trash truck		100.00
Jimmy's Service Center	Truck maintenance		1,035.57
Arena Trucking Company	Trash collection		274.00
Wright's Excavating	Landfill operation		42,187.50
Emanuel Tire of Virginia	Tire recycling		1,950.00
Southside Electric Cooperative	Darlington Heights site		62.11
Dominion Virginia Power	Leachate pump	248.60	
	Scalehouse	47.25	
	Cell C pump station	22.63	
	Green Bay site	45.26	
	Worsham site	48.94	
	Prospect site	72.30	
	Landfill site	38.45	523.43
AT&T	Phone		79.85
Embarq	Phone		196.12
US Cellular	Phone		23.20
Verizon	Phone		117.21
O. O. Stiff, Inc.	Monthly service		662.50
Treasurer of Virginia	Storm water permit fee		500.00

GENERAL PROPERTIES

Timothy S. Shreck	Strip/wax courthouse floors	2,780.00	
Cummins Atlantic, LLC	Generator service contract	989.00	
McQuay International	Chiller maintenance contract	2,350.50	
OK Termite & Pest Control	Exterminating service	150.00	
Southside Electric Cooperative	SRR Lights	30.43	
Dominion Virginia Power	Roy Clark monument	9.97	
	Courthouse	14,992.66	
	Shop	36.60	
	Sheriff's Department shed	5.50	
	Worsham Clerk's office	19.06	15,063.79
AT&T	Phone		34.08
Embarq	Phone		63.08
US Cellular	Phone		114.87
Virginia Association of Counties			
Self-Insurance Risk Pool	Boiler insurance	1,353.00	
	Fire insurance	75.00	
	Fire/property insurance	17,351.00	
	Money & securities	710.00	

	Auto insurance	2,184.92	21,673.92
O. O. Stiff, Inc.	Monthly service		100.00
Aramark Uniform Services	Janitorial supplies		228.52
Ayers Building & Supply Company	Padlock		8.82
Diamond Springs	Equipment rental & water		29.20
Price Supply Company, Inc.	A/C coil cleaner		11.12

CANNERY

Southside Electric Cooperative	Electric service		47.51
AT&T	Phone		40.99
Key Office Supply	Ink cartridges		79.55
Hubert Company	Soap dispenser/gloves		84.94

COMPREHENSIVE SERVICES ACT

Kathy Bandy	Foster care		20.93
Barry Robinson Center	Professional services		2,071.00
Amanda Blackburn	Foster care		495.00
Business Card	Foster care		87.85
Centra Health	Professional services		39,305.88
Crossroads Services Board	Professional services		3,640.00
Dominion Youth Services	Professional services		9,796.00
Family Preservation Service	Professional services		3,781.25
Juanita Fisher	Foster care		230.00
Ryan Frey	Foster care		423.00
Grafton School, Inc.	Professional services		14,418.00
Jennifer Kingsley	Foster care		1,398.38
Dekeace Morton	Foster care		628.00
Poplar Springs Hospital	Professional services		2,480.00
Jettie Robinson	Foster care		607.07
I'Shawn Smith	Foster care		644.00
Angela Uhrich	Foster care		1,908.00
VSDB	Professional services		627.96
Yolanda Watson	Foster care		245.53
Extended Care Associates	Foster care		13.80
Mable Shanaberger	Administrative fee		150.00

MUSEUMS

Robert Russa Moton Museum	Local support		57,000.00
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PLANNING

Samuel R. Coleman	Commission meeting	100.00	
	Mileage	13.20	113.20
Donald B. Gilliam	Commission meeting	100.00	
	Mileage	22.00	122.00
Lee Edward Hicks, Jr.	Commission meeting	100.00	
	Mileage	12.65	112.65
Robert M. Jones	Commission meeting	100.00	
	Mileage	5.50	105.50
Clifford Jack Leatherwood	Commission meeting		100.00
Robert Christopher Mason	Commission meeting	100.00	

	Mileage	9.90	109.90
Thomas M. Pairet	Commission meeting		100.00
Ernest Lewis Toney, Sr.	Commission meeting	100.00	
	Mileage	11.00	111.00
James Robert Wilck	Commission meeting		100.00
Business Card	Postage		150.53
Alecia Daves-Johnson	Postage	6.55	
	Camera battery charger	20.99	27.54
U. S. Postal Service	Postage		120.00
US Cellular	Phone		46.63
Jonathan Pickett	Mileage	369.60	
	Meals	102.10	471.70
SWANA	Dues		171.00
Key Office Supply	Ink cartridge	69.99	
	Paper	11.99	81.98

ECONOMIC DEVELOPMENT

Dominion Virginia Power	Electric service		390.32
Business Card	Postage/shipping	399.61	
	Meals	42.80	
	Bunting/carpet	340.95	
	Easels/fees	191.24	974.60
U. S. Postal Service	Postage		805.00
AT&T	Phone		80.41
Embarq	Phone		192.49
Magi Van Eps	Mileage		33.00
Farmville Chamber of Commerce	Dues		135.00

COOPERATIVE EXTENSION OFFICE

Embarq	Phone		95.68
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DEBT SERVICE

Rural Development	Courthouse loan payment		16,626.00
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PUBLIC / PRIVATE EDUCATION ACT FUND

Wiley & Wilson	Services agreement		1,100.00
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WATER FUND

Davenport & Company, LLC	Fees - line of credit		5,116.03
Wiley & Wilson	Utility organization		163.00
Virginia Association of Counties	Auto insurance	75.00	
Self-Insurance Risk Pool	Liability insurance	328.00	403.00
Town of Farmville	Professional services		60.00

SEWER FUND

Davenport & Company, LLC	Fees - line of credit		5,116.02
Wiley & Wilson	Utility organization		163.00
Virginia Association of Counties	Auto insurance	75.00	
Self-Insurance Risk Pool			

Town of Farmville	Liability insurance	328.00	403.00
	Professional services		60.00
<u>RETIREMENT BENEFIT FUND</u>			
Vicki K. Johns	Retiree benefit		959.00
Anthem BCBS	Retiree health insurance		880.00
<u>COMMUNITY DEVELOPMENT</u>			
Prince Edward County Industrial Development Authority	Grub/clear sites		49,500.00
<u>PIEDMONT COURT SERVICES</u>			
1-Step Detect Associates	Alcohol tests		230.00
Key Office Supply	Copier maintenance contract	1,598.00	
	Office supplies	536.46	
	Staples	135.00	2,269.46
Farmville Printing	Business cards/reports		914.25
Dominion Virginia Power	Electric service		243.09
AT&T	Phone		136.66
Embarq	Phone		203.34
W. A. Watson & Sons Insurance	Flood insurance		1,740.00
SRP Corporation, LLC	Rent		2,383.00
Renee T. Maxey	Mileage	100.10	
	Office supplies	879.17	979.27
Hampton Inn	Lodging		366.12
Quill Corporation	Office supplies		783.30
HR Specialist	Subscription		155.00
Kenbridge Victoria Dispatch	Subscription		22.00

In Re: Sandy River Reservoir Protection Overlay District (RPOD)

Mr. Sam Coleman, Vice Chairman of the County Planning Commission and Chairman of the RPOD Committee, reported the Committee has held seven meetings to discuss the conservation easements. He said each member of the committee has confirmed their ability to make objective decisions as all are residents within the overlay district. He thanked the staff for getting the information to the committee members, and said the committee would like the County Attorney to review the draft document prior to the next meeting on August 6, 2009. He said two public meetings will be held with the residents of the watershed, and the committee hopes to have a final document to bring before the Board of Supervisors by the fall for public hearings.

Chairman Fore thanked the committee for their hard work and asked the committee to preserve their minutes carefully. He asked that the committee give the document to Mr. Ennis as soon as possible to give him ample time for review.

Supervisor Gilfillan asked that the committee consider including non-landowners at the meetings.

In Re: Granite Falls Inn and Conference Center

Mrs. Sharon Lee Carney, Director of Economic Development and Tourism, said that at the May 12, 2009 Board meeting, the Board approved conveying two parcels of county-owned land located on State Route 628 and totaling 123 acres +/- to the Industrial Development Authority (IDA). The IDA is negotiating under the Board's guidance for the development of the 150-room Granite Falls Inn & Conference Center on this property. At its July 7, 2009 meeting, the IDA approved recommending a Contingent Contract for approval by the Board of Supervisors. She said the IDA also filed a rezoning application with the Planning Commission to rezone approximately 94 acres, more or less, from A-2 to C-1, restricted to hotel/motel use only. The Planning Commission will hold a public hearing on July 21, 2009.

Mrs. Carney said the land was cruised by David Sandman, a certified timber cruise appraiser. His report stated that Parcel 1, consisting of 22.45 acres and mostly pine, was appraised at \$22,936.00. Parcel 2 contains two ravines and has a wetlands issue, and consists of saw timber. Mrs. Carney stated that this area is not to be clear-cut, and a construction road would need to be built.

Mrs. Carney said the IDA will receive the proceeds from the timber sales, to include the fifteen acres for the conference center itself, which is where the primary part of the timber will be taken. One of the stipulations of the sale is that the entire parcel is not to be clear-cut. The money from the sale of the timber that is cut can be returned to the Board of Supervisors from the IDA.

Supervisor Ward asked for clarification on the amount of the timber to be cut. Mrs. Carney said there will be limited cutting. She said the land contains only 20-25 timbering acres and the rest will be restricted because the developer wants the land wooded. DEQ and the Corps of Engineers will not allow cutting in the ravines because of stormwater management. The land the County is keeping, adjacent to the school campus, is buildable and flat. An elementary school built upon a 22-acre parcel could serve 1,800

students; a middle or high school could serve 1,200 students. She said the land could be replanted with loblolly pines or left open.

Ms. Sharon May, Certified General Real Estate Appraiser with Milton-May Appraisal Company, reviewed the Summary Appraisal Report, and said that as of June 23, 2009, the 30-acre tract had a market value of \$450,000 and the 90-acre tract had a market value of \$360,000, for a total of \$810,000. She said that due to the severe ravines, pit areas and wetlands, the 90-acre parcel posed serious constraints for overall development which affected market value. Discussion followed on a potential change in market value if the zoning would be changed prior to the sale of the property. Mrs. May said zoning is a vehicle to the total development of a property, but would not necessarily change the value of the property; use determines value.

Mr. James Ennis, County Attorney, reviewed the changes to the proposed contract. Supervisor Ward inquired as to the status of the Economic Development Grant Agreement, and if the Agreement would affect the contract. Mrs. Carney said nothing had been completed at this time, because if the project does not progress, there would be no need for the Agreement. Mr. Ennis said it is a contingency and that if there is no Economic Development Grant, it would allow the purchaser to withdraw from purchasing the property, and is also a contingency that could be waived and move forward without it. Mr. Bartlett added that the contingency contract allows entering into an agreement with the developer stating that the County would sell the land for his project if all contingencies are met. Mr. Bartlett said that if all contingencies are not met, the County would be under no obligation to sell the land. Further discussion followed regarding the proposed language of the contract.

Mr. Bartlett stated he had discussed the creation of a CDA and the financing arrangements with legal counsel. He said the way this transaction is written and proposed to be done is one of the most secure ways for the County to recover its funds as this would equal a tax lien on the property. He said an agreement hasn't been reached with the IDA or the Board, but the process is similar to what had been done with the "Ag Building" and part of the courthouse. He said funding was borrowed and the revenue was used to pay the note.

Supervisor Ward asked Mr. Robert Fowler to identify the other principals in the organization. Mr. Fowler said at this time, he is the sole investor. He anticipates a group of investors but no one will commit until the site is under contract and is secured.

Supervisor Ward expressed his concern that the county may be sued due to the existing CDA. Mr. Ennis said a CDA is a vehicle to accomplish development. Each separate project requires a separate CDA, and that terms concerning the proposed CDA must be found acceptable to the County to ensure its ability to monitor it more closely than in the past.

Mrs. Carney discussed further options for grants and revenue sharing.

Supervisor Gilfillan stressed that no County money was put into the CDA. Chairman Fore said the only cost to the County was in County staff time.

Supervisor McKay made a motion to approve the contract between the Prince Edward County Industrial Development Authority and the Prince Edward Development, LLC, with revisions as noted; the motion carried:

Aye: William G. Fore, Jr.
Sally W. Gilfillan
Robert M. Jones
Charles W. McKay
James C. Moore
Howard F. Simpson
Mattie P. Wiley

Nay: Lacy B. Ward

REAL ESTATE CONTRACT

THIS Real Estate Contract (the "Contract") made this ____ day of _____, 2009 (the "Effective Date"), between the parties set forth below.

RECITALS

- A. Seller is the owner in fee simple absolute of the Property (as defined below).
- B. Purchaser desires to purchase and Seller desires to sell the Property in accordance with the terms and conditions of this Agreement.
- C. These recitals are incorporated by this reference into this Agreement.

NOW, THEREFORE, in consideration of the purchase price and the mutual promises contained in this Agreement, the parties agree as follows:

1. **PARTIES.** The names and address of the parties to this contract are:
 - a. **Seller.** Prince Edward County Industrial Development Authority
121 East Third Street
Farmville, VA 23901
 - b. **Purchaser.** Prince Edward Development, LLC a Delaware limited liability company
5814 Jonestown Road
Harrisburg, PA 17112

2. **PROPERTY.** Seller agrees to sell and convey, and Purchaser agrees to purchase and pay for the following, all of which is referred to in this Contract as "Property":
 - Description.** The Property shall mean the lot or parcel of land ("Land") consisting of approximately ninety-four (94) acres, more or less, of land and all improvements located thereon and appurtenances thereto, as the same is described in Exhibit "A" attached hereto.
 - Appurtenances.** All of Seller's right, title and interest in and to all rights, privileges, and easements appurtenant to the Land, including, without limitation, any right, title, and interest of Seller in and to any and all easements, adjacent streets, roads, alleys, rights-of-way, tenements, hereditaments, appendages, privileges and appurtenances pertaining thereto.

3. **PURCHASE PRICE.** Subject to the conditions of this Contract, Purchaser agrees to pay the following Purchase Price in the following manner:
 - a. **Total Amount.** The total amount of the Purchase Price shall be Three Hundred Seventy-Six Thousand Dollars and no cents (\$376,000.00).
 - b. **Payment.** The total amount of the Purchase Price shall be paid in cash by wire transfer at Closing less deposits previously paid.

4. **ESCROW DEPOSIT.** Upon execution of this Contract, Purchaser shall deliver to Escrow Agent, who shall be the *Treasurer of Prince Edward County, Virginia*, a cash deposit of Twenty-Five Thousand Dollars and no cents (\$25,000.00), which shall serve as an Escrow Deposit, to be held and disbursed as provided herein.

5. **TITLE COMMITMENT.** Within ninety (90) days after the Effective Date of this Contract, Purchaser, at Purchaser's sole cost and expense, shall procure or cause to be delivered to Purchaser a Commitment for Title Insurance from the Title Company in the amount of the Purchase Price. The Title Commitment shall set forth the status of the title of the Property and show all liens, claims, encumbrances, easements, rights-of-way, encroachments, reservations, and any other matters affecting the Property.

6. **SURVEY AND DUE DILIGENCE MATERIALS.** Upon execution of this Contract, Seller shall make available to Purchaser a copy of Seller's most recent survey of the Property (the "Survey"), all environmental studies, topographical studies, geotechnical studies, engineering studies,

appraisals and other feasibility studies, site assessment studies, property examinations or other reports in the possession of Seller relating to the Property (the "Studies"). Seller agrees that Purchaser may utilize such Studies at Purchaser's sole discretion within ninety (90) days after the Effective Date of this Contract, Purchaser shall procure, at Purchaser's sole cost and expense a current on-the-ground Survey of the Property prepared by a surveyor acceptable to Purchaser and Purchaser's lender, if any (the old survey and the new survey, if applicable, shall be referred to herein as the "Survey"). Such survey shall be addressed to Purchaser, the Title Company and the Purchaser's Lender, if any. Such survey shall fix, locate, stake, and permanently monument all exterior boundary lines and corners of the Property, and shall include: (i) the actual dimensions of and the boundaries of the Property; (ii) field notes with a metes and bounds description of the Property; (iii) the platting and location of any improvements, flood plains affecting the Property (flood plain information may be provided by a qualified engineer, if necessary), easements, rights of way, fences, set-back lines, encroachments, overlaps, roadways or waterways and all matters referred to on the Title Commitment by volume and page reference; (iv) the surveyor's registered number and seal, the date of the survey, and a certificate reasonably satisfactory to Purchaser and addressed to Purchaser, the Title Company and any lender selected by Purchaser; and (v) a certification that there is access to and from the Property from a publicly dedicated street or road.

If the Survey and/or a plat shows any Property boundary line as fronting on a highway, street or roadway but shows the Property boundary line as not coincident with and identical with the right-of-way line or boundary of said highway, street or roadway (that is, with any gap or vacancy shown to exist between the Property boundary line and the right-of-way or boundary of the highway, street or roadway), and if the gap or vacancy is not owned by Seller, same shall constitute a failure of condition of this Contract. If the gap or vacancy is owned by Seller, the gap or vacancy will be conveyed under the terms and conditions of this Contract at no additional cost to Purchaser so that the right-of-way or boundary of the highway, street or roadway and the Property boundary line are coincident.

7. **REVIEW OF TITLE COMMITMENT AND SURVEY.** Purchaser shall have thirty (30) days from the receipt of the Title Commitment and Survey in which to examine the same and to specify to Seller those matters which Purchaser will accept as permitted exceptions to title and the Survey ("Permitted Exceptions"), and those matters which Purchaser finds objectionable ("Title and Survey Objections").

All of the following matters shall be Permitted Exceptions:

- a. All existing utility easements affecting the Property.
- b. Any and all of the standard printed exceptions included in a Virginia Standard Form Owners Policy of Title Insurance.

If Purchaser does not deliver to Seller a written notice specifying those matters within ninety (90) days following the effective date which are Permitted Exceptions and Title and Survey Objections within the above-stated time period, then all of the matters reflected on the Title Commitment and the Survey shall be considered to be Permitted Exceptions, except that any liens on the Property shall be Title and Survey Objections.

8. **CORRECTION OF TITLE AND SURVEY OBJECTIONS.** Within thirty (30) days after receipt of Purchaser's Title and Survey Objections, Seller, at Seller's sole cost and expense, shall use all reasonable efforts to correct or remove all Title Objections, give Purchaser written notice thereof, and deliver within such thirty (30) day period an amended Title Commitment and Survey reflecting the correction or deletion of such matters. If Seller fails to cause all of the Title and Survey Objections to be corrected or removed within such thirty (30) day period, Purchaser shall have the following rights:

- a. Purchaser may terminate this Contract by giving Seller and the Title Company written notice thereof, in which event the Escrow Deposit shall be returned to Purchaser, and both parties shall be released from all further obligations under this Contract; or
- b. Purchaser may waive such Title Objections and elect to purchase the Property subject to the Title and Survey Objections not so corrected or removed, but the Purchase Price shall not be reduced.
- c. Purchaser may extend the time to correct or remove said title objections.

9. INVESTIGATIONS. From the date of this Contract until its termination or Closing, Purchaser and its representatives shall have the right, with prior notice to Seller, to enter upon the Property to conduct investigations, including without limitation, soil tests, engineering studies, planning feasibility studies, environmental inspections, a study of the availability of utilities, drainage, access, and sewer, and such other investigations as Purchaser may desire to determine the suitability of the Property for Purchaser's intended use. Seller acknowledges that during Purchaser's due diligence, it may be necessary to remove a minimum number of trees to reach the proposed project site and conduct certain investigations. Purchaser shall notify Seller prior to the removal of any trees and agree on who shall conduct the removal. Under no circumstances, either before or after closing, shall Purchaser clear cut the property and shall only remove the number of trees necessary for a road and the site for the improvements. Any net proceeds derived from the removal of such trees shall be retained by the Seller. Purchaser shall indemnify and hold Seller harmless from and against any and all damages incurred by Seller resulting from Purchaser's activities on the Property. If the sale contemplated by this Contract fails to close for any reason, Purchaser shall restore the Property to its present condition except for the replacement of any removed trees.

10. FEASIBILITY PERIOD. Seller agrees that Purchaser shall have a period of one hundred and eighty (180) days from the Effective Date of this Contract ("Feasibility Period") to determine the suitability of the Property for Purchaser's intended use. If Purchaser decides in its sole discretion not to proceed with the purchase of the Property, Purchaser shall give Seller notice of termination on or before the expiration of the Feasibility Period, in which event this Contract shall terminate and be of no further force and effect, and Purchaser shall receive back all of the Escrow Deposit. If Purchaser decides to proceed with the purchase of the Property, Purchaser will, prior to the expiration of the Feasibility Period, deposit Twenty-Five Thousand Dollars and no cents (\$25,000.00) as additional refundable Escrow Deposit with the Escrow Agent, pursuant to the terms herein. Upon the expiration of the Feasibility Period, all Escrow Deposit(s) will only be refundable subject to any Purchaser Contingencies defined herein. In the event this Contract closes, all of the Escrow Deposits shall be credited against the Purchase Price.

11. PROPERTY CONDITION. PURCHASER AGREES THAT THIS CONTRACT HAS BEEN NEGOTIATED WITH THE UNDERSTANDING THAT THE PROPERTY IS BEING SOLD "AS IS" AND "WHERE IS" AND WITH ALL FAULTS. PURCHASER ACKNOWLEDGES THAT PURCHASER HAS NO RECOURSE AGAINST SELLER IN THE EVENT OF DISCOVERY OF ANY DEFECTS OF ANY KIND, LATENT OR PATENT. PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS SPECIFICALLY SET FORTH HEREIN, SELLER HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, OR ANY WARRANTIES ARISING BY OPERATION OF LAW, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF HABITABILITY, SUITABILITY, AND MERCHANTABILITY, DESIGN OR FITNESS FOR ANY SPECIFIC OR PARTICULAR PURPOSE OR OF GOOD AND WORKMANLIKE CONSTRUCTION. PURCHASER ASSUMES ALL RISKS WITH RESPECT TO THE PHYSICAL CONDITION OF THE PROPERTY AND THE INCOME AND EXPENSES ATTRIBUTABLE THERETO. SELLER'S DEED WILL CONTAIN A PROVISION STATING THE TERMS OF THIS PARAGRAPH.

12. SELLER WARRANTIES.

- a. Seller has the right, title, and authority to enter into this Agreement and to perform its obligations hereunder;
- b. The entry and performance of this Agreement by Seller will not breach any other agreement with any other party or create a violation of any applicable law, rule, or regulation;
- c. There are no existing boundary, water or, drainage disputes of which the Seller has any knowledge, except as noted herein;
- d. There are no actions or proceedings instituted or threatened against the Seller regarding the Property.

13. CLOSING.

a. **Date and Place.** The Closing on the sale of the Property by Seller to Purchaser and commencement of development of the Project by the Purchaser shall occur on or before the earlier of: i) the date ninety (90) days from the satisfaction of all Purchaser Contingencies or ii) 365 days from the Effective Date of this Contract, unless otherwise extended. Notwithstanding the above, no Closing shall occur until the Purchaser has executed a contract for the construction of the Project and closed on its construction loan.

b. **Closing Extension.** In the event that any Purchaser Contingencies have not been satisfied within 365 days from the Effective Date of this Contract, Purchaser will have one (1) option to extend the Closing for one (1) additional period of one hundred eighty (180) days upon the deposit of an additional refundable Escrow Deposit of Twenty-Five Thousand Dollars and no cents (\$25,000.00) with the Escrow Agent.

c. **Seller's Obligations at Closing.** At the Closing, Seller, at Purchaser's sole cost and expense, shall deliver, or cause to be delivered, to Purchaser the following:

(1) **Special Warranty Deed.** Seller shall execute and deliver a Special Warranty Deed, fully executed and acknowledged by Seller, conveying good fee simple title to the Property to Purchaser free and clear of all encumbrances, tenancies, and liens (for taxes or otherwise), subject only to the Permitted Exceptions, any Title Objections waived by Purchaser, and any liens created in connection with Purchaser's financing.

(2) **Other Instruments.** Seller, at Purchaser's expense, shall execute and deliver such other documents as are customarily executed in Virginia by a Seller in connection with the conveyance of real property, including all required closing statements, releases, affidavits, evidences of authority to execute the documents, and any other instruments that may be required by the Title Company.

(3) **Possession.** Seller shall deliver possession of the Property to Purchaser at Closing. All risk of loss or damage to the property by fire, windstorm, casualty, or other cause is assumed by Seller until Closing. In the event of substantial loss or damage to the Property before Closing, Purchaser will have the option of terminating this Agreement and receiving a refund of its deposit.

d. **Purchaser's Obligations At Closing.** At the Closing, Purchaser shall pay the Purchase Price as provided in paragraph 3, subject to any adjustments for prorations and other credits provided for in this Contract.

e. **Prorations.** All real estate taxes relating to the Property for the year of the Closing shall be prorated as of the date of Closing between Seller and Purchaser. If the amount of taxes due for that year is not known at the time of Closing, the prorations shall be based on an estimate of the taxes for the year of Closing, and when the tax information becomes available, Seller or Purchaser shall reimburse the other party for any excess amount charged to that party at the Closing. If this sale or Purchaser's use of the Property after Closing results in additional taxes, penalties, or interest (assessments) for periods before Closing, the assessments will be the obligation of Purchaser. The obligations stated in this paragraph shall survive the Closing.

f. **Closing Costs.** The Purchaser agrees to pay all the costs of Closing.

g. **Purchaser Contingencies.** The Purchaser's obligations are expressly conditioned upon the satisfaction of each of the following contingencies in the sole determination of the Purchaser. If any one of the following contingencies cannot be met within 180 days of the Effective Date, the Purchaser may unilaterally terminate this Contract and receive an immediate return of the Deposit. Prior to Closing, Purchaser shall have received the following (i) Prince Edward County shall provide evidence that it will construct or cause to be constructed a new public road from the intersection of US 15 and Dominion Drive to the current SR 628 at a point south of the Poplar Forest Apartments (the "SR 628 Relocation Project"); (ii) approval and notice from the appropriate governmental authorities of all necessary permits and licenses required to authorize the use, construction, and operation of the Property for Purchaser's intended use all according to the Purchaser's plans and specifications; (iii) Purchaser shall obtain financing commitments in an amount and on terms satisfactory to Purchaser; (iv) the County of Prince Edward shall have created, at Purchaser's expense, a community development authority (the "CDA"), upon such terms as Prince Edward County finds agreeable, which incorporates the Property within the CDA District and Purchaser shall have entered into an agreement with the CDA regarding special assessments to be levied: (1) on food and beverage sales on the Property which shall only be spent on "public" infrastructure by the CDA and (2) an annual road benefit assessment relating to the SR 628 Relocation Project to recover up to a maximum of 55% of the road relocation costs; (v) receipt of evidence satisfactory to Purchaser that the Property is properly zoned for Purchaser's intended use and that any and all required variances or special use permits have been or can be obtained; (vi) the hotel/conference center site within the Property shall have been placed in the County's Enterprise Zone; (vii) Seller shall assist in applying for various state and federal grant/loan programs to pay portions of the costs of constructing, equipping or operating the Project; and (viii) Purchaser shall have entered into an Economic Development Grant Agreement with the Seller, Prince Edward County, and the CDA under terms and conditions acceptable to the Purchaser and Prince Edward County. Seller will cooperate with Purchaser in obtaining the appropriate approvals and commitments for Purchaser's intended use of the Property, so long as such approvals are contingent upon this sale closing and so long as Seller incurs no liability of any description for or on account of such approvals.

h. **Seller's Contingencies.** This contract is expressly made contingent upon Prince Edward County and Prince Edward Development, LLC entering into an agreement, upon mutually acceptable terms, for the relocation of a portion of State Route 628. Terms of the agreement are to include, but shall not be limited to, the cost of acquisition of any necessary right of way, design costs, engineering costs and costs of construction and County's ability to secure revenue sharing from the Virginia Department of Transportation.

14. DEFAULTS AND REMEDIES

a. **Purchaser's Default and Seller's Remedies.**

(1) **Purchaser's Default.** Purchaser shall be deemed to be in default under this Contract if Purchaser fails or refuses to perform Purchaser's obligations at Closing for any reason other than a default by Seller or termination by Purchaser under this Contract.

(2) **Seller's Remedies.** If Purchaser defaults under this Contract, Seller, at Seller's sole option, may terminate this Contract and receive the Escrow Deposit as liquidated damages for the breach of this Contract by Purchaser, it being agreed between Seller and Purchaser that the actual damages to Seller in the event of such breach are impractical to ascertain and the amount of the Escrow Deposit is a reasonable estimate thereof.

b. **Seller's Defaults and Purchaser's Remedies.**

(1) **Seller's Defaults.** Seller shall be deemed to be in default under this Contract if Seller fails or refuses to perform Seller's obligations at Closing for any reason other than a default by Purchaser or termination by Seller under this Contract.

(2) **Purchaser's Remedies.** If Seller defaults under this Contract, Purchaser may, at Purchaser's sole option, do any one or more of the following:

(a) Enforce specific performance of this Contract against Seller;

(b) Terminate this contract, in which event the Escrow Deposit shall be returned to Purchaser by the Escrow Agent on receipt of written notice from Purchaser of such termination, and all obligations of both parties shall then cease.

15. **MISCELLANEOUS.**

a. **Assignment.** Purchaser may not assign or transfer its rights and obligations under this Contract at any time to any affiliate, subsidiary or related entity without Seller's prior written consent. Any assignment or transfer of rights by Purchaser to any non-related entity shall require Seller's prior, written approval. Seller may not assign or transfer its rights and obligations under this Contract at any time to any affiliate, subsidiary or related entity without Purchaser's prior written consent.

b. **Notice.** Any notice required or permitted to be delivered under this Contract shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address stated in Section 1.

c. **Virginia Law to Apply.** This Contract shall be construed under and in accordance with the laws of the Commonwealth of Virginia, and all obligations of the parties created by the Contract are performable in the county in which the Property is located.

d. **Parties Bound.** This Contract shall be binding upon and inure to the benefit of the parties to this Contract and their respective heirs, executors, administrators, legal representatives, successors and assigns.

e. **Effective Date.** The Effective Date of this Contract shall be the date of the last party to sign.

f. **Entire Agreement.** This Contract, including any exhibits hereto, constitutes the entire agreement between Seller and Purchaser pertaining to the transaction contemplated hereby and fully supersedes all prior agreements and understandings between Seller and Purchaser pertaining to such transaction.

SELLER:

**PRINCE EDWARD COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY**

By: _____
Robert M. Showalter, Chairman

Approved as to Form:

Eric A. Tinnell
Counsel for Prince Edward County IDA

WITNESS/ATTEST:

PURCHASER:

**PRINCE EDWARD DEVELOPMENT, LLC, a
Delaware Limited Liability Company**

By: _____
Robert D. Fowler, Manager

WITNESS/ATTEST:

EXHIBIT "A"

PROPERTY DESCRIPTION

To be determined from new plat of survey representing 94 acres, more or less, in the Farmville Magisterial District of Prince Edward County, Virginia.

In Re: Enterprise Zone Review

Mrs. Carney said that in 2000, Prince Edward County received a shared Enterprise Zone designation (Charlotte, Lunenburg and Prince Edward) from the Commonwealth of Virginia. A review of the County's Enterprise Zone, as suggested by the Virginia Department of Housing and Community Development (VDHCD), the managing state agency for the Zones, was conducted in 2005 by an Enterprise Zone Committee established by the Board of Supervisors. As a result of the study, Prince Edward County petitioned the state for a boundary adjustment, to include parts of the Town of Farmville and other potential growth potential areas, which was awarded by the State in January 2006. Mrs. Carney said that in order to keep local Zones up to date with changing community growth patterns and industries, it is recommended by VDHCD for every Enterprise Zone community to re-evaluate its zone, boundaries, incentives and growth patterns every four to five years. It has been four years since the Prince Edward County Enterprise Zone has been evaluated for needed updates and is therefore coming due. Mrs. Carney requested the Board of Supervisors establish an Enterprise Zone Committee to review the County's Enterprise Zone program and to present recommendations to the Board for approval. She said the previous committee consisted of Robert Showalter, Gwen Eddleman, Howard Simpson and Damien Fehrer.

Supervisor Moore made a motion to re-appoint Robert Showalter, Gwen Eddleman, Howard Simpson and Damien Fehrer, and to appoint Sharon Lee Carney to the Enterprise Zone Committee; the motion carried unanimously:

Aye:	William G. Fore, Jr. Sally W. Gilfillan Robert M. Jones Charles W. McKay James C. Moore Howard F. Simpson Lacy B. Ward Mattie P. Wiley	Nay: None
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In Re: Crossroads Performance Contract

Supervisor Moore made a motion to approve the FY 2010 Crossroads Performance Contract; the motion carried:

Aye: William G. Fore, Jr.
Robert M. Jones
Charles W. McKay
James C. Moore
Howard F. Simpson
Lacy B. Ward
Mattie P. Wiley

Nay: None

Absent: Sally W. Gilfillan

In Re: Courthouse Military Memorial

Chairman Fore said that during the March 2009 Board meeting, the Board discussed the possibility of establishing a “Wall of Military Honor” memorial that would be placed on the courthouse lawn adjacent to the WWII memorial. The purpose of the memorial is to pay tribute to Prince Edward County residents who have died serving our country in a foreign conflict.

Chairman Fore, with the consensus of the Board, will ask Lt. Gen Sam Wilson and Colonel Martha Cleveland to serve on the committee, and would himself serve on the Criteria Committee to ensure inclusion of all Prince Edward County servicemen and women who died serving their country, and said that other interested retired military personnel be permitted to join the Committee.

Supervisor Gilfillan made a motion to authorize placement of a military memorial on the courthouse lawn adjacent to the WWII Memorial that honors the memory of Prince Edward County residents who died serving our country in a foreign conflict and contribution to the preservation of freedom throughout the world; to authorize selection of a committee to include citizens by which criteria for the names to be added to the memorial; to appropriate \$3,500, which is the estimated cost, to Expenditure Account #4-100-11010-3131, Board of Supervisors-Wall of Military Honor; and to complete the project by November for a Veterans Day dedication ceremony. The motion carried:

Aye: William G. Fore, Jr.
Sally W. Gilfillan
Robert M. Jones
Charles W. McKay
James C. Moore
Howard F. Simpson
Lacy B. Ward
Mattie P. Wiley

Nay: None

In Re: County Attorney's Report

Mr. Ennis said that on June 10, 2009, during a reconvened meeting of the Board of Supervisors from the June 9, 2009, the Board approved payment of up to \$15,000 to the Jackson estate for the Bush 4-B Lake and the acquisition of Right of Way. He said that in preparation of the documents, it was discovered that 18 people had signed the deed 11 years ago that conveyed said property to the County. Mr. Ennis said that not all were family members and it would involve more work and liability to the County. He suggested the Board decide on specifications for the roadway with a maximum limit of \$15,000 and advertise for bid to construct the access to the water.

Discussion followed.

Supervisor Gilfillan made a motion to authorize access to the lake to be constructed, not to exceed a cost of \$15,000, based on a notarized statement by David S. Farmer, who served as the County's consultant. The motion carried:

Aye:	William G. Fore, Jr. Sally W. Gilfillan Robert M. Jones Charles W. McKay James C. Moore Howard F. Simpson Lacy B. Ward Mattie P. Wiley	Nay: None
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In Re: County Administrator's Report

Mr. Bartlett reported that he received a draft interim agreement regarding the PPEA; he will meet with representatives and engineers from Draper Aden and Crowder Construction in Crewe and Burkeville during the following week to discuss technical issues. He briefly reviewed the Wiley/Wilson task order.

Supervisor McKay made a motion to approve the Wiley/Wilson Task Order and to authorize the County Administrator to execute the task order. The motion carried:

Aye:	William G. Fore, Jr. Sally W. Gilfillan Robert M. Jones Charles W. McKay James C. Moore Howard F. Simpson Mattie P. Wiley	Nay: Lacy B. Ward
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Mr. Bartlett gave an update on the County's operation of public water works. The County has received letters dated June 18, 2009, stating approval from the Virginia Department of Health to operate the public water works; the Virginia Department of Health also approved other technical issues regarding the Bacteriological Sample Siting Plan, a Cross Connection Control Plan, a Backflow Prevention Program, and a Waterworks Business Operations Plan. He said the Water Authority has the necessary documents to operate the water system, and negotiations are underway with The Manor to accept the sewer lines into Prince Edward County's utility system. Mr. Bartlett said an organizational meeting of the Virginia's Heartland Water and Sewer Authority needed to be scheduled. Discussion followed.

Chairman Fore suggested a meeting of the Virginia's Heartland Water and Sewer Authority be held Tuesday, August 11, 2009 at 6:00 p.m., prior to the regularly scheduled Board of Supervisors meeting. The Board concurred.

Mr. Bartlett said Mr. Mark Cronk has been hired to work part-time kennel assistant at the Animal Control shelter.

Mr. Bartlett then said further budget reductions may be necessary due to pending state budget reductions. He said since the state revenues fell, all agencies have been asked to take further reductions, which may affect the constitutional officers, schools and the reimbursement to the state.

Supervisor Gilfillan asked that a process be established to answer citizens' statements.

Chairman Fore said he was familiar with the statements made by Mrs. Dotson, and to address all of the issues would take a great deal of time. He said when a citizen is that upset about an issue, rather than bring it to the Board initially, the citizen should make an appointment and discuss the issue with Mr. Bartlett. He said it is upsetting to know a citizen is so bothered by an issue and feels it necessary to do that much research. Supervisor Jones said that if Mr. Bartlett has no answers for the citizen, the topic can be asked to be put on the agenda so all Board members can know the questions raised by the citizen. Some further discussion followed.

In Re: Animal Warden's Report

Mr. Ray Foster, Animal Warden, submitted a report for the month of June 2009, which was reviewed and ordered to be filed with the Board papers.

In Re: Building Official's Report

Mr. Coy Leatherwood, Building Inspector, submitted reports for the month of June 2009, which was reviewed and ordered to be filed with the Board papers.

In Re: Financial Report from Prince Edward County Schools

Dr. Patricia Watkins, School Superintendent, submitted a financial summary report for the month of June 2009, which was reviewed and ordered to be filed with the Board papers.

In Re: PERT Ridership Report

The Board reviewed the June 2009 ridership report from PERT and ordered it to be filed with the Board papers.

On motion of Supervisor Moore and adopted by the following vote:

Aye:	William G. Fore, Jr. Sally W. Gilfillan Robert M. Jones Charles W. McKay James C. Moore Howard F. Simpson Lacy B. Ward Mattie P. Wiley	Nay: None
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the meeting was adjourned at 9:53 p.m.

July 30, 2009

At a special called meeting of the Board of Supervisors of Prince Edward County, held jointly with the School Board of Prince Edward County, in the Prince Edward County Board of Supervisors Room, at the Courthouse, thereof, on Thursday, July 30, 2009, at 5:30 p.m., there were present:

Board of Supervisors

William G. Fore, Jr., Chairman
Howard F. Simpson, Vice Chairman
Robert M. Jones
James C. Moore
Lacy B. Ward
Mattie P. Wiley

Absent: Sally W. Gilfillan, Charles W. McKay

School Board

Russell L. Dove, Chairman
Osa Sue Dowdy
Harriett Fentress
Susan S. Lawman
Linda L. Leatherwood
Ellery Sedgwick
Lawrence C. Varner

Also present: Wade Bartlett, County Administrator; Sarah Elam Puckett, Assistant County Administrator; Dr. Patricia Watkins, Division Superintendent, and Cindy Wahrman, Division Director of Finance.

Chairman Fore called the Board of Supervisors to order at 5:30 p.m., as a Special Called meeting. Mr. Dove called the School Board to order.

Chairman Fore said, "Let me start off by thanking Chairman Dove and the members of the School Board for accepting the invitation to meet with us this afternoon. I also want to acknowledge the public that's in attendance, and acknowledge the many citizens who have contacted me and, as I have found out, many other Board members, concerning the main issue that we are here to discuss today. And that issue is the school personnel policy.

Each of you seated here has an agenda; we only have three items that we have to talk about. For the benefit of the public in attendance, I will list these for you. They are the introduction to the Interim School Superintendent, an update on the School Personnel Policy, and a financial outlook on the 2010 State and County budgets.

Mr. Dove, I'll turn the meeting over to you and let you introduce the new superintendent, if you will.

Mr. Dove, Chairman of the Prince Edward County School Board, said, “Okay, this is Mr. Stanley Jones, I’m going to introduce him to some and present him to others. He’s formerly from Caroline County; he served in Caroline as superintendent from 2002 to 2008, and he’s going to be filling the role of superintendent for us after Dr. Watkins does her final act today. For at least six months, he’ll be with us for at least six months, maybe longer. Mr. Stanley Jones.

Mr. Stanley Jones, Interim School Superintendent, said, “Thank you and I’m proud to be here. I started out next door – if I may?”

Mr. Dove said, “Go ahead.”

Mr. Jones continued, “ - in Buckingham County, after returning from Viet Nam in ’71. I stayed there for three years with Mr. Harris at the middle school. I got the call to come back home; in Caroline, I’ve been [a] bus driver, teacher, assistant principal, principal, assistant superintendent and superintendent in my home. I’m a retired colonel of the United States Army and I just love these hills and this area. Living in flat land, you don’t see mountains, and when I come here, I just feel charged. Happy to be here and I told people of the School Board I’ll use my experience and we’ll hold things together, and won’t let anything bad happen to your school system, I promise you that.”

Chairman Fore said, “Mr. Jones, it’s a pleasure to welcome you, and I thank you for being here this evening. Thank you very much.

“Before we begin discussing the school personnel policy, I want to make a short statement and I want to pre-empt the statement by saying that I’m speaking on my own behalf, and not for the entire board. I see the issue concerning the personnel policy as primarily a financial and an equity issue for the County. I think we all agree the current policy places a tremendous unfunded financial liability on the taxpayers of the county; I think we can all agree to that in the beginning. Since this issue has become public, I have received numerous phone calls and have been approached by many of our folks, our constituents, who want to discuss the matter. The overwhelming majority of these people have expressed their concern that the policy is too liberal and places too great a financial burden on the county taxpayers. Now, I realize that there’s information the Board – the Prince Edward Board – the Board of Supervisors has not had access to. And we’re here today to listen, and we’re here today to ask questions. The equity issues concern the

county's policy, and not only the county employees, but it also concerns the employees of the constitutional offices and the employees of the courts.

"Now, I want to break away and say that I want to remind the audience that this is a work session for these two boards, and there will be no opportunity for the public to make any comments. So having said that, I'll turn your attention to the agenda, if you will, and Mr. Dove, the Board would like to start with an update on the school policy – personnel policy, and where we are as of today."

Mr. Dove said, "As of today, we – you've got to realize that our last meeting, we voted to freeze the policy. We'll go back and have a committee to study and see how we should proceed from that, and then we'll go from there. That's – still that's – that procedure we put in place at the last meeting still stands as of today."

Chairman Fore asked, "And what are the instructions for the committee?"

Mr. Dove said, "That hasn't been determined."

Chairman Fore asked, "None?"

Mr. Dove said, "None at this time. We have formed the committee and we will – we will give them instructions when ..."

Dr. Sedgwick said, "[Inaudible] current summary, you might want to read the minutes of the last meeting."

Mr. Dove said, "Okay, at the last meeting on July 8, [2009,] we voted [to] freeze the current leave policy for all employees that [inaudible] on 6/30/09 until the new policy is established. All future leave bills were to be paid in five annual installments. The Board is freezing the application for payments for unused leave until the new policy is established. All future payouts including the annual accumulation will be determined by the new policy. And in considering a new policy, the Board will not allow 100% per diem for employees who currently have fewer than 25 years."

Chairman Fore asked, "Say that last one again?"

Mr. Dove said, "In considering the new policy, the Board will not provide a 100% per diem for employees who currently have fewer than 25 years."

Mr. Wade Bartlett, County Administrator, asked, "Even if they get 25 later?"

[Inaudible]

Mr. Dove said, "As of now, there will be no more 100% per diem, regardless of what we come out when we finish the committee. We know that's going away. What it's going to be, we haven't determined that yet."

Chairman Fore said, "Well, not having given the committee any instructions for their work, or guideline to follow, is it the intent of the School Board to [inaudible] the leave?"

Mr. Dove said, "That's a good possibility, yes. Yes."

Mrs. Lawman said, "We had a committee go off and work on this; it was a group of teachers who had been there from each school, and also people from the maintenance department, food service and so forth. And there was the July 4th weekend, our meeting was coming up. Their schedules didn't meet, like I said it was a holiday weekend, so basically they came back and said they didn't come to any conclusions because they didn't have enough time, and in all fairness, they didn't have enough time. And they asked – part of their recommendation was to freeze it and part of their recommendation was to consider the multiple year payouts, which was a good idea. And put that in consideration and we know this is something we're going to have to study over a period of time, and for them to give us their feedback, and then of course our Board has to come up with its decision, but we wanted their feedback too, because it's about them. They've been loyal to us all these years."

Mr. Dove said, "You've got to realize that the committee is only going to come back with a recommendation."

Chairman Fore said, "I understand that."

Mr. Dove continued, "The Board is going to make the decision."

Chairman Fore asked, "The multi-year payout, explain that?"

Mr. Dove said, "Whenever we decide what the payout would be, whether it would be 75% or 100% or whatever it [would] be, it would be paid out when the employee retires, that amount would be divided into five annual payments, instead of paying in one lump sum."

Chairman Fore said, "Okay."

Mrs. Wahrman said, "That should be beneficial for taxes, for them and the school. Both."

Mr. Bartlett asked, "Have you all had that vetted through any legal issues, like what would happen if the person passed away during that time? I don't know how – how would that have to be handled?"

Mr. Dove said, "All we – we could be looking into all that. Whether that payout goes to the family member or what, I don't know. The school board will be looking into that."

Mrs. Lawman said, "We also have gotten the list from all of the surrounding counties – the whole state – all the – we do have the whole state. All of the policies from the – you know, what they give and some of them have just, you know, a tier of – if you have 15 years, you get such a percentage, 20 years a higher percentage, so we have all of those."

[Inaudible.]

Chairman Fore asked, "What did you pay out this year in retirement?"

Dr. Watkins said, "\$213,250. [Inaudible.] That includes both sick and vacation."

Supervisor Jones asked, "Does – can an individual get sick leave compensation even before they retire, after they accumulate so many hours of leave? Is that – I've heard..."

Dr. Watkins asked, "After retirement?"

Supervisor Jones said, "If they're still employed, and they get – I don't know what the level is, I've heard so many different tales, but once they get to a certain level, then they can collect on time over that?"

Dr. Watkins said, "If the employee is actively employed, he does accumulate sick leave. Any employee that retires, and if they come back on an 80% schedule, does not accumulate sick leave."

Supervisor Jones said, "Okay, but can they still be employed and cash in on some of the sick leave that they've accumulated .."

Dr. Watkins said, "Yes."

Supervisor Jones continued, "...before they retire?"

Dr. Watkins said, "Yes, there is some ..."

[Inaudible.]

Mr. Dove said, "That can not be now, there was .." [Inaudible.]

Dr. Watkins said, "Was. In [the] past."

Supervisor Jones said, "Right, yeah, that was the practice before you put a freeze on it."

Mr. Dove said, "That was the practice before we put a freeze on it. Yes."

Mr. Bartlett asked, "So that is frozen right now?"

Mr. Dove said, "That is frozen also."

Chairman Fore asked, "So what you're saying is that an employee could sell to the system sick leave days. Under the old policy. Right?"

Dr. Watkins said, "Under the old policy. And vacation. Either one."

Chairman Fore asked, "Vacation or sick leave?"

Dr. Watkins said, "Yes."

Supervisor Jones asked, "And you all honored sick leave when somebody came from another school system to Prince Edward?"

Dr. Watkins said, "That's statewide. The employee can transfer his sick leave from one school district to another."

Mr. Dove said, "But let me clear that up on a comment that was made earlier. Not tonight, but – no employee can wait until two to three years before they retire and come into Prince Edward and get paid 100% payout. An employee has to be in Prince Edward – in Prince Edward physically for 25 years before they're eligible for this payout. You can't be in another school division and then transfer within four to five years and receive this payout. You have to be in Prince Edward for 25 years. Under the old policy and under any new policy, that's going to be more than likely."

Supervisor Jones asked, "So everybody has to bring 25 years of service to collect .."

Mr. Dove said, "One hundred percent, yes."

Supervisor Jones asked, "But there are lower percentages, on a scale that you .."

[Inaudible.]

Mr. Dove said, "At fifteen – you have to be [there] a minimum of 15 years to receive any payout. We've got an employee left at 14 years, and he didn't get nothing."

Supervisor Jones said, "Okay, that clears up ..."

Mrs. Lawman said, "The exception there was the last superintendent who didn't – that was a different thing."

Mr. Dove said, "That was a different contract." [Inaudible.]

Supervisor Jones said, "That's – 'till we've talked to you all, I just assumed it was handled in the same manner as it had been ..." [Inaudible.]

Supervisor Simpson said, “My next question is what happened last year – year before that – when the superintendent ..”

Mrs. Lawman said, “That was a different contract. That’s not ..”

Chairman Fore said, “That was by contract.”

Mr. Dove said, “That was contract, not policy.”

Supervisor Jones said, “This policy includes teachers, any personnel – any person has to be there 15 years to get ..”

Mr. Dove said, “Any payout.”

Supervisor Jones said, “..and then 25 to get the full?”

Mr. Dove said, “Yes.”

Dr. Watkins said, “But I would like to say the superintendents in the State of Virginia are not guided by those policies. I just want you to know that.”

Supervisor Jones said, “You all do a contract [inaudible] I understand that.”

Chairman Fore said, “Okay, Board members, chime in.”

Supervisor Jones asked, “What – do you all have any other figures of the amount of payout for years other than '09 by chance?”

Dr. Watkins said, “We do have 2007-2008, 2006-2007, and 2005-2006. Here.”

[General conversation.]

Mr. Dove said, “In 2005-2006, the payout was \$62,110.50. [In] 2006-2007, our leave payout was \$87,904.19. [In] 2007-2008, our leave payout was \$95,420.19.”

Supervisor Wiley asked, “Mr. Dove, can you give me 2005 again, please?”

Mr. Dove said, “2005 was \$62,110.50 [In] 2008-2009, the leave payout was \$213,250.76.”

Supervisor Jones said, “And then the \$45,361.09 is – that’s frozen? Right? People applied for it but ...”

Mr. Dove said, “There were people that applied for it after seven – after this school year, but three of those – several of those individuals have rescinded their retirement.”

Supervisor Jones said, “Okay. Do you have any idea of how much indebtedness has accumulated as of now that is on the books, I guess you’d say?”

[General conversation.]

Mr. Dove said, "Yes I do. If every employee right now that is eligible for the employees that have 15 through 24 years, at 30% per diem, we would allow \$225,752.66. Retirees with 25 years or more of service – if we paid out at 100% per diem like the old policy, we would allow \$1,252,199.35. For a total of \$1,477,952.01."

Supervisor Jones asked, "In previous years when you all paid this money out, what line item did this money come out of?"

Dr. Watkins said, "In previous years, there was a line item in the budget to compensate for retirement. [Inaudible] leave buy-back, so there's a line item."

Mr. Bartlett asked, "How much was spent over the last few years on – this was on – did that include the buy-back, or is that a separate amount each year?"

Dr. Watkins said, "Separate. This is just the leave."

Mr. Bartlett asked, "How much was the leave buy-back where they had over – and this includes sick and vacation, when we say leave its all encompassing? Okay."

[General conversation.]

Mr. Dove said, "In 2005-2006, a grand total of \$122,343.20. In 2006-2007, it was \$103,632.29. [In] 2007-2008 school year, [the] total was \$163,038.85."

Supervisor Jones asked, "What was the '05-06 figure, I'm sorry?"

Mr. Dove said, "\$122,343.20."

Chairman Fore said, "I'm not sure that I know where to go from here without .."

Mr. Bartlett asked, "When would you anticipate the committees being formed up? Maybe sometime next month?"

Mr. Dove said, "Sometime within the next month."

Mr. Bartlett said, "You all will make whatever direction you're going to tell them to [inaudible] and look at it for a while."

Mr. Dove said, "And they'll go in and do their – and then we'll look over the material we got, because we'll be formulating our own scenarios and we'll compare, and go from there."

Supervisor Simpson asked, "Who is going to write your personnel policy?"

Mr. Dove asked, “What do you mean, who’s going to write it?”

Supervisor Simpson said, “That’s our personnel policy book right there. And that’s what you need – something to go by. Personnel policy book where when you hire somebody, you give it to them, and say these are the rules and regulations that the School Board expects you to go by.”

Mr. Dove said, “We have a policy.”

Dr. Watkins said, “We do have one. We do have one.”

Supervisor Simpson said, “But it doesn’t include this stuff ...”

Dr. Watkins said, “We do have a personnel policy, it’s called the employee handbook. All the policies are in there. I guess the question is what – who is going to write the revised leave policy, and I guess the Board and the Chairman will determine, I guess, who is on the committee, and how that will be written.”

Supervisor Jones said, “On the budget, on page 23, where you all have all the benefits and fixed charges, I assume the category that this money comes out of is ‘Other Benefits’?”

[General conversation.]

Chairman Fore said, “Any of the Board members have any questions that they want to ask? We’re at a point that, because the committee hasn’t functioned yet, that the only thing that we have is information that is pertinent in dollars to the unfunded obligation that the County has, which is – it’s kind of serious.”

Mr. Dove said, “Mr. Fore, we realize that, that’s why we’re taking the steps we are.”

Chairman Fore said, “I understand. I understand, and my only comment to that is, we’re two years behind.”

Supervisor Jones said, “One other question I’ve got – I assume this is – these benefits are not written into the teachers’ contracts? No. It’s just the policy of the school?”

Mr. Dove said, “No. It’s school policy.”

Supervisor Jones said, “So if something was changed, you obviously don’t have to worry about waiting till contract expiration date or whatever before you change it.”

Mr. Dove said, “It’s a policy; we can change – Board vote can change policies.”

Supervisor Jones said, “I don’t think I need to say this but obviously we surely hope you all can do something that will lessen the burden on the county taxpayers to cover this, because as everybody knows,

times are tight. I know it's a disappointment for the teachers and all that look forward to it, but I'm afraid everybody's taking cuts and disappointments and matches of 401Ks and such as that in other sectors of the working people's situations, and it's something that we surely hope you all address."

Mr. Dove said, "We planned on addressing it. We probably wouldn't be here if we hadn't planned on addressing it. That's why we brought up ..."

Chairman Fore said, "Well, I think, you know, what we – in the few minutes that we've talked, that it's been good information, and it's cleared up some of the issues that – some of the questions that I had. And I know that the Board will look forward to your committee – to the work of your committee, and we certainly want to ask you to keep us apprised of what goes on, and if we can offer help and suggestion, please don't hesitate to holler, because this is – as I said, a substantial fund."

Mr. Dove said, "We appreciate that."

Chairman Fore continued, "Wade, do you want to talk a little about the budget at you know it now? The state and the county?"

Mr. Bartlett said, "All right, right, and there's probably more questions than answers right now. We all have seen the latest Governor's announcement that he's directing all of his departments to look at further cuts because the state revenues continue to not meet expectations at an increasingly rapid rate. The good news is, locally, it appears that we've stabilized somewhat, actually it appears the retail sector – if anybody's been downtown on the weekends, it's actually picking up a little bit. But – and for all of our budgets, that's good. Most of all of your budgets come from the state, but it's going to affect some of us on the County side with the constitutional officers possibly being cut, some more of the funding from the Comp Board. Also possibly that infamous state reimbursement could increase. So we just all need to be cognizant of that. We've already cut our budget considerably, so we don't have a lot of places to go in the County budget overall. We almost have no capital items this year, if you recall, in the budget. There's very few at all. So – but we will look at ways we can save, and don't be surprised if we hear something from the state on reducing the revenues that we will get from them on our side. I don't know of anything about the school side; I don't know if you all have heard anything or not from the Board of Education of what they're doing and all. Because we haven't heard from the Comp Board either. But I know they were directed to do whatever that 5-10-15% cut. So I think it would be smart to look at that to make sure that

you may have some contingency funds, and for us also. I haven't done that myself either, so – but I just wanted everybody to know that, that it could affect us here. That's about all I had on that.”

Chairman Fore said, “Okay, Mr. Jones, let me welcome you once again and while we're in the process of welcoming you, we want to say good-bye to Patricia. Patricia, it's been a pleasure knowing you and working with you, and we wish you every success in the future.”

Dr. Watkins said, “Thank you, and likewise, it has been a pleasure to work with you and with this Board, on the School Board. I was very honored and privileged to have the opportunity to work in Prince Edward County Public Schools, it's a very, very special place. But I want to thank the School Board for their leadership and for the guidance, and for their support, and I want to thank you personally and the entire Board of Supervisors for their support. And for embracing the initiative in the school division. I leave the school in very good hands; Mr. Jones is upstanding, has lots of experience, and I know that Prince Edward County Public Schools only will continue to be a great school system. Thank you very much.”

Chairman Fore said, “Thank you and good luck to you.”

Mr. Jones said, “I have her cell number, so I know where she can be reached.”

Chairman Fore said, “You can stay in touch.”

Dr. Watkins said, “We will. We'll stay in touch.”

Chairman Fore said, “This completes the business for which we have assembled. Is there a motion that we adjourn?”

In Re: Adjournment

On motion of Mr. Moore and adopted by the following vote:

Aye:	William G. Fore, Jr. Robert M. Jones James C. Moore Howard F. Simpson Lacy B. Ward Mattie P. Wiley	Nay: None
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Absent: Sally W. Gilfillan
Charles W. McKay

the meeting was recessed at 6:02 p.m..



County of Prince Edward
Board of Supervisors
Agenda Summary

Meeting Date: August 11, 2009
Item No.: 5-c
Department: Accounts Payable
Staff Contact: Barbara Poulston
Issue: Consent Agenda – Review of Accounts & Claims

Summary:

Attachments: Bill List

Recommendation: None.

Motion _____
Second _____

Fore _____
McKay _____
Ward _____

Gilfillan _____
Moore _____
Wiley _____

Jones _____
Simpson _____

8/05/2009

FROM DATE- 7/16/2009
TO DATE- 7/28/2009

ACCOUNTS PAYABLE CHECKS
PRINCE EDWARD

PAGE 1

FUND NO.	DESCRIPTION	\$\$\$ PAY \$\$\$
100	GENERAL FUND	\$613,797.08
135	PUBLIC/PRIVATE EDUCATION ACT FUND	\$2,640.40
501	WATER FUND	\$139.82
502	SEWER FUND	\$27.89
741	PIEDMONT COURT SERVICES FUND	\$10,555.62
	TOTAL	627,160.81

MAJOR#	ACCT#	VENDOR NUMBER	VENDOR NAME	INVT#	DESCRIPTION	ACCOUNT TOTAL	MAJOR TOTAL	AMOUNT
1002		31564	Sales Tax Collected/Payab VA DEPT OF TAXATION	JUNE 09	STATE SALES TAX	2.41	2.41	*
						2.41	2.41	**
011010			BOARD OF SUPERVISORS					
3130			Light of Reconciliation					
	11894		BUSINESS CARD	1412 PUCKETT709	DISPLAY CASE COVER	630.72		
	11894		BUSINESS CARD	1412 PUCKETT709	LUNCHEON	77.55		
	15380		FARMVILLE PRINTING	BD OF SUP 609	PROGRAMS	41.30		
	15380		FARMVILLE PRINTING	CO ADMR 609	BOOKS	140.50		
	21811		LOWE'S	902153	DISPLAY CASE MATERLS	16.06		
	21811		LOWE'S	902564	DISPLAY CASE MATERLS	274.59		
	22271		MCCLINTOCK & DERR	LIGHT RESOLUTN	FRAMING SERVICE	68.13		
					ACCOUNT TOTAL	1,248.85		*
3600		15240	Advertising FARMVILLE HERALD	CO ADMR 609	ADVERTISING	146.26		
					ACCOUNT TOTAL	146.26		*
5510			Travel-Mileage					
	15897		FORE WILLIAM G JR	APRIL-JUNE 09	MILEAGE	23.10		
	19875		JONES ROBERT M	APRIL-JUNE 09	MILEAGE	71.50		
	22287		MCKAY CHARLES W	APRIL-JUNE 09	MILEAGE	150.70		
	22580		MOORE JAMES C	APRIL-JUNE 09	MILEAGE	506.00		
	28425		SIMPSON HOWARD F	APRIL-JUNE 09	MILEAGE	205.70		
	32127		WARD LACY B	APRIL-JUNE 09	MILEAGE	212.30		
					ACCOUNT TOTAL	1,169.30		*
5530			Travel-Subsistence & Lodg					
	11894		BUSINESS CARD	1412 PUCKETT709	RESERVATIONS	785.84		
	11894		BUSINESS CARD	1412 PUCKETT709	MEALS	72.04		
	21811		LOWE'S	902565	BOTTLED WATER	7.94		
	32131		WAL-MART COMMUNITY	2238 CO ADM 709	SOFT DRINKS & WATER	35.92		
					ACCOUNT TOTAL	901.74		*
5540			Travel-Convention & Educa					
	11894		BUSINESS CARD	1412 PUCKETT709	CPEAV TRAINING	900.00		
					ACCOUNT TOTAL	900.00		*
					MAJOR TOTAL	4,366.15		**
012110			COUNTY ADMINISTRATOR					
5230			Telecommunications					
	10097		AT&T	392 8837 709	PHONE	211.35		
	28711		EMBARQ	392 8837 709	PHONE	466.97		
	30439		US CELLULAR	816442183 709	PHONE	56.96		
					ACCOUNT TOTAL	735.28		*
5530			Travel-Subsistence & Lodg					
	11894		BUSINESS CARD	1412 PUCKETT709	RESERVATION	278.44		
					ACCOUNT TOTAL	278.44		*

AP375H
8/05/2009
FUND # - 100 GENERAL FUND

PRINCE EDWARD
LISTING OF INVOICES FOR 7/16/2009 -- 7/28/2009

AFTER CHECKS
PAGE 2

MAJOR#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
5810	31568	UNIVERSITY OF VIRGINIA	09-10 DUES	09-10 MEMBERSHP DUES	1,000.00 *
				ACCOUNT TOTAL	1,000.00 *
6001	13369	Office Supplies	11393100	EQUIP RENTAL & WATER	15.70
	15380	DIAMOND SPRINGS	709	LETTERHEAD	165.00
		FARMVILLE PRINTING	CO ADMR 609		180.70 *
				ACCOUNT TOTAL	180.70 *
6008	29332	Vehicle & Powered Equip F	97	GAS	52.47
		TOWN OF FARMVILLE	709		52.47 *
				ACCOUNT TOTAL	52.47 *
6012	22210	Books and Subscriptions	87432269	09 SUPP/INDEX/RV5A	336.40
		MATTHEW BENDER & CO INC			336.40 *
				ACCOUNT TOTAL	336.40 *
6040	11902	ADP Equipment	103669	PRINTER	232.98
		BUSINESS DATA OF VA, INC.			232.98 *
				ACCOUNT TOTAL	232.98 *
				MAJOR TOTAL	2,816.27 **
012310		COMMISSIONER OF REVENUE			
5230	10097	Telecommunications	392 3231	PHONE	65.67
	13325	AT&T	709	ONLINE SERVICE	125.38
		TREASURER OF VIRGINIA	T208531		191.05 *
				ACCOUNT TOTAL	191.05 *
5810	31095	Dues & Association Member	COMR REV 609	DUES	60.00
	31416	VALECO	DUES 609	DUES	10.00
		VA ASSOC OF LOCAL TAX			70.00 *
				ACCOUNT TOTAL	70.00 *
6001	11902	Office Supplies	103652	DMV LIST	197.31
	20600	BUSINESS DATA OF VA, INC.	361748	TRAY/SORTER	51.38
	20600	KEY OFFICE SUPPLY	361944	ORGANIZER	25.69
	20600	KEY OFFICE SUPPLY	362069	INK CARTRIDGE	74.99
	20600	KEY OFFICE SUPPLY	362179	INK CARTRIDGES	131.98
	20600	KEY OFFICE SUPPLY	362453	TRASH CANS	23.94
	20600	KEY OFFICE SUPPLY	362727	CHAIRMAT	345.29
	20600	KEY OFFICE SUPPLY	362872	OFFICE SUPPLIES	942.39
	20600	KEY OFFICE SUPPLY	362873	PLANNERS	19.98
	20600	KEY OFFICE SUPPLY	362874	COPY PAPER	164.75
				ACCOUNT TOTAL	1,977.70 *
				MAJOR TOTAL	2,238.75 **
012410		TREASURER			
3320	20600	Maintenance Service Contr	362048	TYPEWTR SERV CONTRCT	127.00
	20600	KEY OFFICE SUPPLY	362049	TYPEWTR SERV CONTRCT	130.00
	20600	KEY OFFICE SUPPLY	362050	COPIER SERV CONTRACT	1,275.00
	20600	KEY OFFICE SUPPLY	362053	FAX SERVICE CONTRACT	171.00

MAJOR# ACCT#	VENDOR NUMBER NAME	INV#	DESCRIPTION	AMOUNT
5230	20600 KEY OFFICE SUPPLY	362054	PRINTER SERV CONTRACT	1,876.00 *
	Telecommunications			
	10097 AT&T	392 3454 709	PHONE	93.31
	10099 AT&T	392 3454 709	PHONE	34.54
	13325 TREASURER OF VIRGINIA	C036000	ONLINE SERVICE	20.70
	13325 TREASURER OF VIRGINIA	T208531	ONLINE SERVICE	125.38
	28711 EMBARQ	392 3454 709	PHONE	226.21
	31659 VA EMPLOYMENT COMMISSION	CR 09 01088	ONLINE SERVICE	100.00
			ACCOUNT TOTAL	600.14 *
5540	999999 Travel-Convention & Educa TREASURERS' ASSOC OF VA	CONF-SHANABERGR	CONFERENCE REGISTR	275.00
			ACCOUNT TOTAL	275.00 *
5810	29395 Dues & Association Member TREASURERS ASSOC OF VA	09-10 LEGAL	LEGAL SUPPORT FEE	150.00
	31095 VALECO	TREAS 709	DUES	60.00
			ACCOUNT TOTAL	210.00 *
6001	20600 Office Supplies KEY OFFICE SUPPLY	361490	RIBBONS	76.14
	20600 KEY OFFICE SUPPLY	361987	OFFICE SUPPLIES	798.55
	20600 KEY OFFICE SUPPLY	362099	RUBBER BANDS	9.39
	20600 KEY OFFICE SUPPLY	362117	ORGANIZERS	100.77
	20600 KEY OFFICE SUPPLY	362729	DATA TAPES	1,899.90
	20600 KEY OFFICE SUPPLY	362798	PENS	11.04
			ACCOUNT TOTAL	2,895.79 *
6012	22210 Books & Subscriptions MATTHEW BENDER & CO INC	8880058X	CODE VOL 7 09 SUPP	38.30
			ACCOUNT TOTAL	38.30 *
6030	20600 Non-Capital Equipment KEY OFFICE SUPPLY	362789	SHREDDER	1,999.00
	20600 KEY OFFICE SUPPLY	362800	CALCULATOR	139.00
			ACCOUNT TOTAL	2,138.00 *
6040	12726 ADP Equipment COMPRO COMPUTERS	1078	PRINTERS	1,599.97
			ACCOUNT TOTAL	1,599.97 *
			MAJOR TOTAL	9,633.20 **
012510	INFORMATION TECHNOLOGY			
3160	11902 Professional Services BUSINESS DATA OF VA, INC.	103667	TRAVEL EXPENSE	125.00
	11902 BUSINESS DATA OF VA, INC.	103672	MONTHLY CONTRACT	2,800.00
	11902 BUSINESS DATA OF VA, INC.	103679	TRAVEL EXPENSE	125.00
	11902 BUSINESS DATA OF VA, INC.	103682	TRAVEL EXPENSE	125.00
	11902 BUSINESS DATA OF VA, INC.	103686	TRAVEL EXPENSE	125.00
	11902 BUSINESS DATA OF VA, INC.	103687	TRAVEL EXPENSE	125.00
	11902 BUSINESS DATA OF VA, INC.	103688	TRAVEL EXPENSE	125.00
	11902 BUSINESS DATA OF VA, INC.	103689	TRAVEL EXPENSE	125.00
	11902 BUSINESS DATA OF VA, INC.	103690	TRAVEL EXPENSE	125.00

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
3320	12762	Maintenance Service COMPUTERPLUS SALES/SERVIC	MC0000147826	MAINTENANCE CONTRACT	270.00 *
					270.00 *
					MAJOR TOTAL 4,905.18 **
013200	REGISTRAR				
5230	10099	Telecommunications AT&T	392 4767 709	PHONE	45.87
	13325	TREASURER OF VIRGINIA	T208531	ONLINE SERVICE	3.25
	28711	EMBARQ	392 4767 709	PHONE	148.57
					ACCOUNT TOTAL 197.69 *
5510	11406	Travel-Mileage BOLT DALE L	MILEAGE 609	MILEAGE	79.75 *
					ACCOUNT TOTAL 79.75 *
5530	11406	Travel-Subsistance & Lodg BOLT DALE L	EXPENSES 609	MEALS & LODGING	380.23
					ACCOUNT TOTAL 380.23 *
6001	20600	Office Supplies KEY OFFICE SUPPLY	363342	COPY PAPER	65.90
					ACCOUNT TOTAL 65.90 *
					MAJOR TOTAL 723.57 **
021100	CIRCUIT COURT				
5230	10097	Telecommunications AT&T	392 5171 709	PHONE	61.78
	28711	EMBARQ	392 5171 709	PHONE	158.96
					ACCOUNT TOTAL 220.74 *
6001	20600	Office Supplies KEY OFFICE SUPPLY	362818	2-YR PLANNER	15.74 *
					ACCOUNT TOTAL 15.74 *
6040	20600	ADP Equipment KEY OFFICE SUPPLY	362765	LAPTOP	749.00 *
					ACCOUNT TOTAL 749.00 *
					MAJOR TOTAL 985.48 **
021200	GENERAL DISTRICT COURT				
3160	28228	Professional Services SEXTON JOYCE K	09 01006	MEDIATION SERVICES	712.50 *
					ACCOUNT TOTAL 712.50 *

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
5230	10097	AT&T Telecommunications	392 3623 709	PHONE-JUV PROB	179.40
	10099	AT&T	392 3343 709	PHONE-J&D	122.05
	10099	AT&T	392 4024 709	PHONE-GEN DIST COURT	143.04
	28711	EMBARQ	392 3343 709	PHONE-J&D	109.46
	28711	EMBARQ	392 3623 709	PHONE-JUV PROB	105.86
	28711	EMBARQ	392 4024 709	PHONE-GEN DIST COURT	298.38
	30439	US CELLULAR	816442183 709	PHONE	28.48
				ACCOUNT TOTAL	986.67 *
				MAJOR TOTAL	1,699.17 **
021300		SPECIAL MAGISTRATES			
5230	10099	AT&T Telecommunications	392 3750 709	PHONE	130.35
	13325	TREASURER OF VIRGINIA	T208531	PAGERS	16.36
	22321	MC MILLIAN PAGER SERVICE	6011072009	PAGER RENTAL	15.90
	28711	EMBARQ	392 3750 709	PHONE	90.66
				ACCOUNT TOTAL	253.27 *
6001	20600	Office Supplies KEY OFFICE SUPPLY	362763	OFFICE SUPPLIES	399.81
	20600	KEY OFFICE SUPPLY	362764	OFFICE SUPPLIES	48.55
				ACCOUNT TOTAL	448.36 *
				MAJOR TOTAL	701.63 **
021600		CLERK OF THE CIRCUIT COURT			
3310	20600	Repairs/Maintenance KEY OFFICE SUPPLY	362046	TYPEWTR SERV CONTRCT	108.00
	20600	KEY OFFICE SUPPLY	362047	TYPEWTR SERV CONTRCT	108.00
	20600	KEY OFFICE SUPPLY	362052	FAX SERVICE CONTRACT	195.00
				ACCOUNT TOTAL	411.00 *
5230	10097	Telecommunications AT&T	392 5145 609	PHONE	112.62
	28711	EMBARQ	392 5145 709	PHONE	272.73
				ACCOUNT TOTAL	385.35 *
5880	20904	Technology Trust Funds KINEX NETWORKING SOLUTION	090701 0054	DSL	74.95
				ACCOUNT TOTAL	74.95 *
6001	20600	Office Supplies KEY OFFICE SUPPLY	361482	COFFEE MAKER	58.19
	20600	KEY OFFICE SUPPLY	362591	STAMP INK	15.96
				ACCOUNT TOTAL	74.15 *
				MAJOR TOTAL	945.45 **
021800		LAW LIBRARY			
5230	10099	Telecommunications AT&T	315 0208 709	DATA LINE	34.54

MAJOR# ACCT#	VENDOR NUMBER NAME EMBARQ	INV#	DESCRIPTION DATA LINE	AMOUNT
6012	Books and Subscriptions 21761 LEXISNEXIS 22210 MATTHEW BENDER & CO INC	315 0208 709 0906069119 87476673	ONLINE CHARGES 09 SUPP/INDEX/RV5A	32.05 66.59 *
			ACCOUNT TOTAL	207.00 336.40 543.40 * 609.99 **
022100	COMMONWEALTH'S ATTORNEY			
5210	Postal Services 12364 CHARLTON CECELIA	POSTAGE 709	POSTAGE	25.43 25.43 *
5230	Telecommunications 10099 AT&T 20904 KINEX NETWORKING SOLUTION 28711 EMBARQ	392 1902 709 090714 0006 392 1902 709	PHONE INTERNET PHONE	309.33 49.95 285.81 645.09 *
5810	Dues & Association Member 31095 VALECO	COMM ATTY 709	DUES	60.00 60.00 *
5899	Miscellaneous 15380 FARMVILLE PRINTING	COMM ATTY 709	BUSINESS CARDS	20.00 20.00 *
6012	Books and Subscriptions 22210 MATTHEW BENDER & CO INC	87442280	SUPP/INDEX/RV5A	647.25 647.25 * 1,397.77 **
			ACCOUNT TOTAL	647.25 647.25 * 1,397.77 **
022200	VICTIM WITNESS ASSISTANCE PROGRAM			
6001	Office Supplies 15380 FARMVILLE PRINTING 20600 KEY OFFICE SUPPLY	VIC-WIT 609 361860	BROCHURES & COPIES OFFICE SUPPLIES	147.20 73.09 220.29 * 220.29 **
031200	SHERIFF			
3311	Repairs & Maint-Auto & Eq 14300 EAST END MOTOR CO INC 14300 EAST END MOTOR CO INC 14300 EAST END MOTOR CO INC 14300 EAST END MOTOR CO INC 14300 EAST END MOTOR CO INC 20323 KENBRIDGE TIRE & AUTO	51077 51472 51577 51584 52003 49767	RADIATOR REPAIRS RADIATOR FAN DRIVE AXLES & BRAKES WRECKER SERVICE OIL/FILTER CHANGE CALIBRATION	573.78 538.78 1,827.85 125.65 53.97 25.00 3,145.03 *
5210	Postal Services 30666 U S POSTAL SERVICE	POSTAGE 609	POSTAGE	116.00 116.00 *
			ACCOUNT TOTAL	116.00 116.00 *

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
5230	20904	KINEX NETWORKING SOLUTION Telecommunications	090701 0027	DSL & WEBHOSTING	139.85
				ACCOUNT TOTAL	139.85 *
5305	31424	Motor Vehicle Insurance VA ASSOC OF COUNTIES GRP	3222	AUTO INSURANCE	547.00
				ACCOUNT TOTAL	547.00 *
5530	11894 28413	Travel-Subsistence & Lodg BUSINESS CARD SHULAR WILLIAM D JR	0555 SHERIFF609 MEALS 609	MEALS MEALS	87.76 58.56
				ACCOUNT TOTAL	146.32 *
5810	31095	Dues & Association Member VALECO	SHERIFF 709	DUES	60.00
				ACCOUNT TOTAL	60.00 *
6001	20600 29592	Office Supplies KEY OFFICE SUPPLY TREASURER OF VIRGINIA	361674 FRANKLIN MARGIE	OFFICE SUPPLIES NOTARY	51.32 45.00
				ACCOUNT TOTAL	96.32 *
6008	11894 29332	Vehicle & Powered Equip F BUSINESS CARD TOWN OF FARMVILLE	0555 SHERIFF609 97 709	GAS GAS	43.67 6,609.60
				ACCOUNT TOTAL	6,653.27 *
6009	15656	Vehicle & Powered Equip S FIRE & SAFETY EQUIP CO	24799	FIRE EXTINGUISHER	46.95
				ACCOUNT TOTAL	46.95 *
6010	11894	Police Supplies BUSINESS CARD	0555 SHERIFF609	CAMERAS & SUPPLIES	5,473.39
				ACCOUNT TOTAL	5,473.39 *
6011	26360 26360 28592	Uniforms & Wearing Appare QUANTUM GRAPHICS/UNIFORMS QUANTUM GRAPHICS/UNIFORMS SOUTHERN POLICE EQUIP CO	4128 4165 130198	UNIFORMS UNIFORMS BELT KEEPERS	215.35 160.80 86.00
				ACCOUNT TOTAL	462.15 *
6017	28592	Byrne JAG Grant SOUTHERN POLICE EQUIP CO	130198	AMMUNITION	517.00
				ACCOUNT TOTAL	517.00 *
8203	30470	Communications Equipment USA MOBILITY WIRELESS INC	S0638317F	PAGER RENTAL	82.41
				ACCOUNT TOTAL	82.41 *
				MAJOR TOTAL	17,485.69 **
032200		VOLUNTEER FIRE DEPARTMENT			
7005	11212	Payment to Hampden-Sydney BB&T	113623	SMEAL TRUCK PAYMENT	33,263.62
				ACCOUNT TOTAL	33,263.62 *
7008	11779	Payment to Burkeville VFD BURKEVILLE VOL FIRE DEPT	09-10 SUPPORT	09-10 SUPPORT	800.00
				ACCOUNT TOTAL	800.00 *
7010	17776	First Responders HAMPDEN-SYDNEY VOL FIRE	09-10 SUPPR1/2	09-10 SUPPORT	2,500.00
				ACCOUNT TOTAL	2,500.00 *

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
8010	25720	PE Firefighters Assoc PRINCE EDWARD AREA FIRE-	09-10 SUPPRF1/2	09-10 SUPPORT	3,000.00 *
				ACCOUNT TOTAL	3,000.00 *
				MAJOR TOTAL	39,563.62 **
032300		AMBULANCE AND RESCUE SERVICES			
7005	25880	Prince Edward Rescue Squa PRINCE EDWARD VOL RESCUE	09-10 SUPPRF1/4	09-10 SUPPORT	15,000.00 *
				ACCOUNT TOTAL	15,000.00 *
7006	25201	Pamplin Rescue Squad PAMELIN VOL FIRE DEPT EMS	09-10 SUPPRF1/2	09-10 SUPPORT	2,000.00 *
				ACCOUNT TOTAL	2,000.00 *
7008	22349	Meherrin Rescue Squad MEHERRIN FIRE & RESCUE	09-10 SUPPRF1/4	09-10 SUPPORT	2,500.00 *
				ACCOUNT TOTAL	2,500.00 *
7012	12432	Chesterfield Co Med Fligh CHESTERFIELD CO	09-10 SUPPORT	09-10 SUPPORT	500.00 *
				ACCOUNT TOTAL	500.00 *
7013	24087	Old Dominion EMS-Leigh Mt OLD DOMINION EMS ALLIANCE	09-10 SUPPORT	09-10 SUPPORT	2,000.00 *
				ACCOUNT TOTAL	2,000.00 *
				MAJOR TOTAL	22,000.00 **
032500		EMERGENCY SERVICES			
3160	29280	Professional Service E-91 TIMMONS GROUP	125464	SYSTEM MAINTENANCE	855.00 *
				ACCOUNT TOTAL	855.00 *
6014	21005	Other Operating Supplies KORMAN SIGNS	218337	SIGNS & HARDWARE	424.59
				ACCOUNT TOTAL	424.59 *
				MAJOR TOTAL	1,279.59 **
033200		REGIONAL JAIL & DETENTION			
3196	25375	Purchase of Services - Ja PIEDMONT RGNL JUVENILE	850	JUVENILE DETENTION	9,000.00 *
				ACCOUNT TOTAL	9,000.00 *
7001	25380	Piedmont Regional Jail-Pe PIEDMONT REGIONAL JAIL	631	INMATE PER DIEM	3,446.30 *
				ACCOUNT TOTAL	3,446.30 *
				MAJOR TOTAL	12,446.30 **
034100		BUILDING OFFICIAL			
3311	15150	Repairs & Maint-Auto FARMVILLE AUTO PARTS	13961 12387	SERVICED TRANSMISSION	106.71 *
				ACCOUNT TOTAL	106.71 *

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MAJOR#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
5230	30439	Telecommunications US CELLULAR	816442183 709	PHONE	28.48 *
				ACCOUNT TOTAL	28.48 *
5880	29642	1.75% Blg Permit Surcharg TREASURER OF VIRGINIA	PERMIT LEVY 609	PERMIT LEVY	384.21 *
				ACCOUNT TOTAL	384.21 *
6008	29332	Vehicle & Powered Equip F TOWN OF FARMVILLE	97 709	GAS	209.83 *
				ACCOUNT TOTAL	209.83 *
				MAJOR TOTAL	729.23 **
035100		ANIMAL CONTROL			
3310	21811	Repairs/Maintenance LOWE'S	907855	BRUSH	14.94
	21811	LOWE'S	910465	WIRE & SCREWS	14.74
	31202	VANEPS RONALD	REIMB 709	ENTRY LATCHES	13.85
				ACCOUNT TOTAL	43.53 *
5110	31844	Electrical Services DOMINION VA POWER	0890745003 709	ELECTRIC SERVICE	99.03
				ACCOUNT TOTAL	99.03 *
5230	28711	Telecommunications EMBARQ	223 7310 709	PHONE	31.58
	30439	US CELLULAR	816442183 709	PHONE	56.96
				ACCOUNT TOTAL	88.54 *
6002	32131	Supplies for Shelter WAL-MART COMMUNITY	2238 CO ADM 709	DOG FOOD	155.00
				ACCOUNT TOTAL	155.00 *
6008	29332	Vehicle & Powered Equip F TOWN OF FARMVILLE	97 709	GAS	564.40 *
				ACCOUNT TOTAL	564.40 *
				MAJOR TOTAL	950.50 **
035300		MEDICAL EXAMINER			
3110	29459	Professional Health Serv TREASURER OF VIRGINIA	EDMONDS VINCENT	CORONER	20.00
				ACCOUNT TOTAL	20.00 *
				MAJOR TOTAL	20.00 **
036100		BIOSOLIDS MONITORING			
3311	29925	Repairs & Maint-Auto & Eq TRI-COUNTY FORD-MERCURY	78989	OIL CHANGE	29.89
				ACCOUNT TOTAL	29.89 *
5230	29339	Telecommunications TOOMES MANUEL H JR	EXPENSES 609	INTERNET	24.67
	30439	US CELLULAR	816442183 709	PHONE	28.48
				ACCOUNT TOTAL	53.15 *

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MAJOR# ACCT# 6008	VENDOR NUMBER	VENDOR NAME	DESCRIPTION	INV#	AMOUNT
	29332	Vehicle & Powered Equip F TOWN OF FARMVILLE	GAS	97 709	362.31 *
					362.31 *
					445.35 **
042300		REFUSE DISPOSAL			ACCOUNT TOTAL
3160		Professional Services			MAJOR TOTAL
	27191	RESOURCE INTERNATIONAL	STORM WTR COMPLIANCE	34905	367.75
	27191	RESOURCE INTERNATIONAL	VPDES UPDATE	34933	1,552.40
	27191	RESOURCE INTERNATIONAL	MISC WORK TASKS	34937	4,702.05
	27191	RESOURCE INTERNATIONAL	MRF ASSESSMENT	34938	1,740.00
					ACCOUNT TOTAL
3310		Repairs/Maintenance			8,362.20 *
	21811	LOWE'S	ROUNDUP	906994	149.00
	22669	MOORE SCALE SRV-WSTRN VA	BALANCE & TEST SCALE	3312	626.00
					ACCOUNT TOTAL
3311		Repairs & Maint-Auto & Eq			775.00 *
	28596	SOUTHERN STATES	STRAPS & GLOVES	83740	16.95
					ACCOUNT TOTAL
3840		Contract Landfill - POS			16.95 *
	10811	ARENA TRUCKING COMPANY	TRASH COLLECTION	JULY 09	389.00
	27191	RESOURCE INTERNATIONAL	GRDWR MONITORING	34885	9,177.75
					ACCOUNT TOTAL
3841		Purchase of Serv - Recyli			9,566.75 *
	28866	STEPS, INC	RECYCLING FEE	JUNE 09	1,659.77
					ACCOUNT TOTAL
5110		Electrical Services			1,659.77 *
	28640	SOUTHSIDE ELECTRIC COOP	DH SITE	114379 001 709	59.06
	31844	DOMINION VA POWER	VIRSO SITE	114379 003 609	76.11
	31844	DOMINION VA POWER	LEACHATE PUMP	5181167213 709	150.19
	31846	DOMINION VA POWER	SCALEHOUSE	8970737501 709	64.33
	31846	DOMINION VA POWER	RICE SHELTER	0599507431 609	48.01
	31846	DOMINION VA POWER	CELL C PUMP STATION	0670040567 709	20.78
	31846	DOMINION VA POWER	GREEN BAY SITE	1144204110 709	48.69
	31846	DOMINION VA POWER	WORSHAM SITE	7471653571 709	33.52
	31846	DOMINION VA POWER	PROSPECT SITE	8601161519 709	69.31
	31846	DOMINION VA POWER	LANDFILL SITE	9176847250 709	38.80
					ACCOUNT TOTAL
5230		Telecommunications			608.80 *
	10097	AT&T	PHONE	392 3675 709	37.21
	10099	AT&T	PHONE	223 1595 709	39.33
	10099	AT&T	PHONE	392 9223 709	37.94
	10099	AT&T	PHONE	574 4166 709	35.20
	10099	AT&T	PHONE	767 2769 609	34.09
	28711	EMBARQ	PHONE	223 1595 709	31.46
	28711	EMBARQ	PHONE	391 3442 709	36.42
	28711	EMBARQ	PHONE	392 3675 709	44.27
	28711	EMBARQ	PHONE	392 9223 709	41.70

MAJOR#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
6008	28711	EMBARQ	574 4166 709	PHONE	40.42
	28711	EMBARQ	767 2769 709	PHONE	40.38
	30439	US CELLULAR	816442183 709	PHONE	28.48
	31335	VERIZON	248 5696 709	PHONE	48.74
	31335	VERIZON	736 2828 709	PHONE	65.74
	32131	WAL-MART COMMUNITY	2238 CO ADM 709	PHONES & CORDS	30.85
				ACCOUNT TOTAL	592.23 *
6009	29332	Vehicle & Powered Equip F TOWN OF FARMVILLE	97 709	GAS	964.26
				ACCOUNT TOTAL	964.26 *
	23726	Vehicle & Powered Equip S NEWMAN TIRE CO INC	168554	TIRES	480.00
				ACCOUNT TOTAL	480.00 *
				MAJOR TOTAL	23,025.96 **
042610		SANDY RIVER RESERVOIR			
3150	10237	Legal Services ALLEN RANDALL C PC	JULY 3 09	SRR WATER TREATMENT	2,669.19
				ACCOUNT TOTAL	2,669.19 *
				MAJOR TOTAL	2,669.19 **
043200		GENERAL PROPERTIES			
3310	24086	Repairs/Maintenance OK TERMITE & PEST CONTROL	JULY 21 09	EXTERMINATING SERVIC	150.00
	29242	THYSSENKRUPP ELEVATOR	JULY-SEPT 09	MAINTENANCE CONTRACT	1,975.43
				ACCOUNT TOTAL	2,125.43 *
3311	17004	Repairs & Maint-Auto & Eq HALEY OF FARMVILLE INC	66627645	INSPECTION	16.00
	29083	TAYLOR-FORBES EQUIP CO	WO49153	MOWER REPAIRS	249.78
				ACCOUNT TOTAL	265.78 *
5110	28640	Electrical Services SOUTHSHORE ELECTRIC COOP	114379 002 709	SRR LIGHTS	30.43
	31844	DOMINION VA POWER	0916382831 609	INDUSTRIAL PARK	67.86
	31844	DOMINION VA POWER	1230385005 709	ROY CLARK MONUMENT	17.14
	31844	DOMINION VA POWER	2786281903 709	COURTHOUSE	14,626.96
	31844	DOMINION VA POWER	9670710004 709	SHOP	30.26
	31846	DOMINION VA POWER	4951935099 709	SHERIFF DEPT SHED	5.50
	31846	DOMINION VA POWER	5856894620 709	WORSHAM CLERK OFFICE	32.80
	31846	DOMINION VA POWER	6669158583 609	LIGHTS AT RICE	81.04
	31846	DOMINION VA POWER	8105475944 709	AG BLDG	1,106.82
				ACCOUNT TOTAL	15,998.81 *
5130	29332	Water & Sewer TOWN OF FARMVILLE	AG BLDG 609	WATER & SEWER	141.64
	29332	TOWN OF FARMVILLE	CH IRRIG 609	WATER	135.72
				ACCOUNT TOTAL	277.36 *
5230	10099	Telecommunications AT&T	223 8665 709	PHONE	35.83

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6005	28711	EMBARQ	024 0033 709	LINE TO HOSPITAL	7.97
	28711	EMBARQ	223 8665 709	PHONE	48.26
	28711	EMBARQ	392 1943 709	PHONE	63.62
	30439	US CELLULAR	816442183 709	PHONE	86.95
				ACCOUNT TOTAL	242.63 *
6005	10719	Janitorial Supplies ARAMARK UNIFORM SERVICES	72304002 709	JANITORIAL SUPPLIES	342.78
	21811	LOWE'S	902564	CLEANING SUPPLIES	47.76
	21811	LOWE'S	909841	PLUNGER/MOPHEAD/409	24.94
	21811	LOWE'S	913951	GLASS CLEANER & MOPS	22.71
	32131	WAL-MART COMMUNITY	2238 CO ADM 709	MOPS & SOAP	8.21
	32550	WILCO INC.	1222518 01	JANITORIAL SUPPLIES	1,916.90
				ACCOUNT TOTAL	2,363.30 *
6007	11894	Repairs and Maintenance S BUSINESS CARD	1412 PUCKETT709	HANDICAP DOOR CONTRL	261.54
	13369	DIAMOND SPRINGS	11393100 709	EQUIP RENTAL & WATER	29.20
	14287	EAST END CHEVRON	JULY 1 09	ICE	15.04
	15150	FARMVILLE AUTO PARTS	13961 11433	AHU BELT	11.35
	21811	LOWE'S	902065A	BOLT	3.52
	21811	LOWE'S	902106	LIGHTBULBS/PADLOCK	23.89
	21811	LOWE'S	902583	SCREWS	2.94
	21811	LOWE'S	902851	DATA JACK & CABLE	46.91
	21811	LOWE'S	906994	FILTERS	5.97
	21811	LOWE'S	913951	MULCH/SPRAY PAINT	32.38
	25680	PRICE SUPPLY CO INC	764894	AIR FILTERS	2,333.70
	27922	CINTAS CORPORATION #524	524 09428 609	UNIFORM RENTAL	479.52
	32131	WAL-MART COMMUNITY	2238 CO ADM 709	MARKERS	5.68
	999999	DEPT OF STATE POLICE	MANUAL	SAFETY INSPCT MANUAL	20.00
				ACCOUNT TOTAL	3,271.64 *
6008	29332	Vehicle & Powered Equip F TOWN OF FARMVILLE	97 709	GAS	506.95
				ACCOUNT TOTAL	506.95 *
6009	15150	Vehicle & Powered Equip S FARMVILLE AUTO PARTS	13961 11433	SAFETY STROBE LIGHT	540.00
	15150	FARMVILLE AUTO PARTS	13961 12036	REFRIGERANT	13.98
	23726	NEWMAN TIRE CO INC	168980	FLAT REPAIR	10.88
	29083	TAYLOR-FORBES EQUIP CO	IN86259	OIL	5.58
	32131	WAL-MART COMMUNITY	2238 CO ADM 709	AC CHARGE KIT	34.97
				ACCOUNT TOTAL	605.41 *
				MAJOR TOTAL	25,657.31 **
043400	CANNERY				
3310	25680	Repairs & Maintenance PRICE SUPPLY CO INC	765010	POTATO PEELER BELT	64.45
				ACCOUNT TOTAL	64.45 *
5110	28640	Electrical Services SOUTHSIDE ELECTRIC COOP	44435 001 709	ELECTRIC SERVICE	81.16
				ACCOUNT TOTAL	81.16 *

MAJOR#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
5230	14700	ELLINGTON ENERGY SERVICE	33917	FUEL OIL	723.24 *
		Telecommunications			723.24 *
	10099	AT&T	223 8664 709	PHONE	36.74
	28711	EMBARQ	223 8664 709	PHONE	35.21
6001	15380	Office Supplies	CO ADMR 609	BUSINESS CARDS	71.95 *
		FARMVILLE PRINTING			39.00
6014	12098	Other Operating Supplies	90596140	CANS & LIDS	39.00 *
	31564	CAN CORP OF AMERICA INC	SALE USE TAX709	SALE USE TAX ON CANS	2,954.69
		VA DEPT OF TAXATION			147.74
053500	COMPREHENSIVE SERVICES ACT			ACCOUNT TOTAL	3,102.43 *
				MAJOR TOTAL	4,082.23 **
3160	CSA Programs				
	11203	BARRY ROBINSON CENTER	4475 709	PROFESSIONAL SERVICE	654.00
	12280	CENTRA HEALTH	5670 709	PROFESSIONAL SERVICE	2,090.00
	12280	CENTRA HEALTH	5760 709	PROFESSIONAL SERVICE	2,090.00
	12280	CENTRA HEALTH	5778 709	PROFESSIONAL SERVICE	2,090.00
	12280	CENTRA HEALTH	5781 709	PROFESSIONAL SERVICE	2,090.00
	12280	CENTRA HEALTH	5811 709	PROFESSIONAL SERVICE	160.00
	12280	CENTRA HEALTH	5820 709	PROFESSIONAL SERVICE	160.00
	12280	CENTRA HEALTH	5838 709	PROFESSIONAL SERVICE	2,090.00
	12280	CENTRA HEALTH	5839 709	PROFESSIONAL SERVICE	2,090.00
	12280	CENTRA HEALTH	5846 709	PROFESSIONAL SERVICE	2,090.00
	12280	CENTRA HEALTH	5848 709	PROFESSIONAL SERVICE	2,400.00
	12280	CENTRA HEALTH	5849 709	PROFESSIONAL SERVICE	2,400.00
	12280	CENTRA HEALTH	7035 709	PROFESSIONAL SERVICE	1,368.00
	12280	CENTRA HEALTH	7102 709	PROFESSIONAL SERVICE	952.00
	12280	CENTRA HEALTH	7298 709	PROFESSIONAL SERVICE	1,368.00
	12280	CENTRA HEALTH	7336 709	PROFESSIONAL SERVICE	952.00
	12280	CENTRA HEALTH	7573 709	PROFESSIONAL SERVICE	1,368.00
	12280	CENTRA HEALTH	7704 709	PROFESSIONAL SERVICE	952.00
	12929	CROSSROADS SERVICES BD	FAPT/CPMT 709	PROFESSIONAL SERVICE	3,110.00
	14738	EMMANUEL FAMILY SERVICES	9	MENTORING	250.00
	14923	FAISON SCHOOL FOR AUTISM	2556	PROFESSIONAL SERVICE	2,600.00
	14933	FAMILY PRESERVATION SERV	40546	PROFESSIONAL SERVICE	350.00
	14933	FAMILY PRESERVATION SERV	40552	PROFESSIONAL SERVICE	542.50
	14933	FAMILY PRESERVATION SERV	40561	PROFESSIONAL SERVICE	350.00
	14933	FAMILY PRESERVATION SERV	40564	PROFESSIONAL SERVICE	568.75
	14933	FAMILY PRESERVATION SERV	40573	PROFESSIONAL SERVICE	1,077.50
	14933	FAMILY PRESERVATION SERV	40600	PROFESSIONAL SERVICE	81.25
	16672	GRAFTON SCHOOL INC	115018	PROFESSIONAL SERVICE	805.00
	16672	GRAFTON SCHOOL INC	115019	PROFESSIONAL SERVICE	518.50
	16672	GRAFTON SCHOOL INC	115020	PROFESSIONAL SERVICE	632.50

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	16672 GRAFTON SCHOOL INC	115219	PROFESSIONAL SERVICE	4,200.00
	16672 GRAFTON SCHOOL INC	115220	PROFESSIONAL SERVICE	4,200.00
	16672 GRAFTON SCHOOL INC	115221	PROFESSIONAL SERVICE	2,800.00
	16991 HAGAN LEIGH D PHD PC	JUNE 09	FOSTER CARE	1,948.58
	17486 HEARTLAND FAMILY COUNSEL	61	PROFESSIONAL SERVICE	2,750.00
	17754 HELTON HOUSE INC	1655	PROFESSIONAL SERVICE	2,070.75
	17754 HELTON HOUSE INC	1656	PROFESSIONAL SERVICE	1,755.00
	17754 HELTON HOUSE INC	1657	PROFESSIONAL SERVICE	1,755.00
	17772 HOWELLS KRISTY	JUNE 09	FOSTER CARE	998.43
	24218 OSBORNE JOAN	JUNE 09	FOSTER CARE	1,066.07
	24218 OSBORNE JOAN	JUNE 09	FOSTER CARE	555.00
	25549 POPLAR SPRINGS HOSPITAL	2034786 SB 609A	PROFESSIONAL SERVICE	2,400.00
	25620 PRESBYTERIAN HM/FMLY SERV	6400 609	PROFESSIONAL SERVICE	2,790.00
	999999 PICKETT PARK DAY CARE CNT	JUNE 09A	FOSTER CARE	409.00
			ACCOUNT TOTAL	67,947.83 *
			MAJOR TOTAL	67,947.83 **
053501	OTHER WELFARE/SOCIAL SERVICES			
5608	SCOPE/Meals on Wheels	09-10 SUPPRT1/2	09-10 SUPPORT	4,750.00 *
	SCOPE/MEALS ON WHEELS			4,750.00 *
5609	Piedmont Senior Resources	09-10 SUPPORT	09-10 SUPPORT	1,616.00
	PIEDMONT SR RESOURCES			1,616.00 *
5610	STEPS Inc.	09-10 SUPPRT1/4	09-10 SUPPORT	6,808.00
	STEPS, INC			6,808.00 *
5612	Pamplin Community Center	09-10 SUPPORT	09-10 SUPPORT	475.00
	PAMPLIN COMMUNITY CENTER			475.00 *
5613	Jolly Glee Senior Citizen	09-10 SUPPORT	09-10 SUPPORT	1,800.00
	JOLLY GLEE SENIOR CENTER			1,800.00 *
5637	FACES	09-10 SUPPRT1/2	09-10 SUPPORT	2,137.50
	FACES, INC			2,137.50 *
5640	Special Olympics Area 12	09-10 SUPPORT	09-10 SUPPORT	200.00
	SPECIAL OLYMPICS-AREA 12			200.00 *
5645	VA Legal Aid Society	09-10 SUPPORT	09-10 SUPPORT	1,900.00
	VA LEGAL AID SOCIETY INC			1,900.00 *
5646	HOPE	09-10 SUPPRT1/2	09-10 SUPPORT	4,750.00
	HOPE			4,750.00 *
5650	Tri-County Life Learners	09-10 SUPPRT1/2	09-10 SUPPORT	1,662.50
	TRI-COUNTY LIFE LEARNERS			1,662.50 *

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	ACCOUNT TOTAL	AMOUNT
5651	28604	Southside Center for Viol SOUTHSIDE CENTER FOR	09-10 SUPPRT1/2	09-10 SUPPORT	ACCOUNT TOTAL	2,375.00 2,375.00 *
5653	21808	Longwood Center for Visua LONGWOOD CNTR FOR VISUAL	09-10 SUPPRT1/2	09-10 SUPPORT	ACCOUNT TOTAL	1,247.00 1,247.00 *
5654	17006	Habitat for Humanity HABITAT FOR HUMANITY	09-10 SUPPRT1/2	09-10 SUPPORT	ACCOUNT TOTAL	2,375.00 2,375.00 *
5655	25818	P E After Prom Party PRINCE EDWARD CO HIGH SCH	09-10 SUPPORT	09-10 SUPPORT	ACCOUNT TOTAL	950.00 950.00 *
5656	15992	Fuqua After Prom Party FUQUA AFTER PROM PARTY	09-10 SUPPORT	09-10 SUPPORT	ACCOUNT TOTAL	475.00 475.00 *
068100		CONTRIBUTIONS TO COLLEGES			MAJOR TOTAL	33,521.00 **
5640	28960	Payment To Community Coll SOUTHSIDE VA COMM COLLEGE	09-10 SUPPORT	09-10 SUPPORT	ACCOUNT TOTAL	5,161.00 5,161.00 *
5643	21824	Longwood Small Bus Dev Ce LONGWOOD SMALL BUSINESS	09-10 SUPPRT1/2	09-10 SUPPORT	ACCOUNT TOTAL	3,537.00 3,537.00 *
071100		SUPERVISION OF PARKS & RECREATION			MAJOR TOTAL	8,698.00 **
5641	25800	Prince Edward Comm Center PRINCE EDWARD COMMUNITY	09-10 SUPPORT	09-10 SUPPORT	ACCOUNT TOTAL	23,750.00 23,750.00 *
5647	28696	YMCA-Summer Program SOUTHSIDE VA FAMILY YMCA	09-10 SUMMR PRG	SUMMER PRGRM SUPPORT	ACCOUNT TOTAL	20,000.00 20,000.00 *
072200		MUSEUMS			MAJOR TOTAL	43,750.00 **
5641	27650	Robert R. Moton Museum ROBERT RUSSA MOTON MUSEUM	09-10 SUPPRT1/4	09-10 SUPPORT	ACCOUNT TOTAL	7,125.00 7,125.00 *
073500		PUBLIC LIBRARY			MAJOR TOTAL	7,125.00 **
5640	15400	Contribution To Library FARVILLE-PE COMM LIBRARY	09-10 SUPPRT1/4	09-10 SUPPORT	ACCOUNT TOTAL	38,014.75 38,014.75 *
					MAJOR TOTAL	38,014.75 **

MAJOR# ACCT# 081100	VENDOR NUMBER PLANNING	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
3161		Planning Commission			
	12628	COLEMAN R SAMUEL	JULY 21 09	COMMISSION MTG	100.00
	16195	GILLIAM DONALD B	JULY 21 09	COMMISSION MTG	100.00
	17646	HICKS LEE EDWARD JR	JULY 21 09	COMMISSION MTG	100.00
	19875	JONES ROBERT M	JULY 21 09	COMMISSION MTG	100.00
	21525	LEATHERWOOD CLIFFORD JACK	JULY 21 09	COMMISSION MTG	100.00
	22170	MASON ROBERT CHRISTOPHER	JULY 21 09	COMMISSION MTG	100.00
	32539	WILCK JAMES ROBERT	JULY 21 09	COMMISSION MTG	100.00
				ACCOUNT TOTAL	700.00 *
3600		Advertising			
	15240	FARMVILLE HERALD	CO ADMR 609	ADVERTISING	126.76
				ACCOUNT TOTAL	126.76 *
5210		Postal Services			
	11894	BUSINESS CARD	1412 PUCKETT709	POSTAGE	94.18
				ACCOUNT TOTAL	94.18 *
5230		Telecommunications			
	30439	US CELLULAR	816442183 709	PHONE	56.96
				ACCOUNT TOTAL	56.96 *
5510		Travel-Mileage			
	12628	COLEMAN R SAMUEL	JULY 21 09	MILEAGE	13.20
	13108	DAVES-JOHNSON ALECIA	EXPENSES 609A	MILEAGE	47.85
	16195	GILLIAM DONALD B	JULY 21 09	MILEAGE	22.00
	17646	HICKS LEE EDWARD JR	JULY 21 09	MILEAGE	12.65
	19875	JONES ROBERT M	JULY 21 09	MILEAGE	5.50
	22170	MASON ROBERT CHRISTOPHER	JULY 21 09	MILEAGE	9.90
				ACCOUNT TOTAL	111.10 *
5530		Travel-Subsistence & Lodg			
	13108	DAVES-JOHNSON ALECIA	EXPENSES 609A	MEAL	21.97
				ACCOUNT TOTAL	21.97 *
5640		Commonwealth Regional Cou			
	12745	COMMONWEALTH REGIONAL	09-10 SUPPORT	09-10 SUPPORT	15,700.00
				ACCOUNT TOTAL	15,700.00 *
6001		Office Supplies			
	11902	BUSINESS DATA OF VA, INC.	103687	NORTON UPDATE	49.95
				ACCOUNT TOTAL	49.95 *
6008		Vehicle & Powered Equip F			
	29332	TOWN OF FARMVILLE	97 709	GAS	49.60
				ACCOUNT TOTAL	49.60 *
6012		Books & Subscriptions			
	29597	TREASURER OF VIRGINIA	FIELD MANUALS	E&S FIELD MANUALS	100.00
				ACCOUNT TOTAL	100.00 *
				MAJOR TOTAL	17,010.52 **
081200		COMMUNITY DEVELOPMENT			
5647		Chamber of Commerce			
	15170	FARMVILLE CHAMBER OF	09-10 SUPPRT1/2	09-10 SUPPORT	2,375.00
				ACCOUNT TOTAL	2,375.00 *

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MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
5648	29332	Farmville Airport TOWN OF FARMVILLE	09-10 SUPPRT1/2	09-10 AIRPORT SUPPRT	4,750.00 *
5652	25362	Piedmont Area Transit PIEDMONT AREA TRANSIT	09-10 SUPPRT1/4	09-10 SUPPORT	2,500.00
				ACCOUNT TOTAL	4,750.00 *
				ACCOUNT TOTAL	2,500.00 *
				MAJOR TOTAL	9,625.00 **
081500		ECONOMIC DEVELOPMENT			
5110	31846	Electrical Services DOMINION VA POWER	0675198071 709	ELECTRIC SERVICE	314.29
				ACCOUNT TOTAL	314.29 *
5130	29332	Water & Sewer TOWN OF FARMVILLE	MOORE BLDG 609	WATER & SEWER	41.33
				ACCOUNT TOTAL	41.33 *
5230	10097	Telecommunications AT&T	392 1482 709	PHONE	64.95
	22489	MOONSTAR BBS	ECO DEV 709	DSL	45.00
				ACCOUNT TOTAL	109.95 *
5897	31903	Virginia's Retreat VIRGINIA'S RETREAT	09-10 SUPPORT	09-10 SUPPORT	4,500.00
				ACCOUNT TOTAL	4,500.00 *
6001	20600	Office Supplies KEY OFFICE SUPPLY	362400	INDEXES	14.28
	20600	KEY OFFICE SUPPLY	362948	PAPER/LABELS/ENV	614.72
				ACCOUNT TOTAL	629.00 *
				MAJOR TOTAL	5,594.57 **
082400		SOIL & WATER CONSERVATION DISTRICT			
5641	25440	Donation - PS&WCD PIEDMONT SOIL & WATER	09-10 SUPPRT1/2	09-10 SUPPORT	4,845.00
				ACCOUNT TOTAL	4,845.00 *
5642	24089	Donation - RC&D OLD DOMINION RC&D	09-10 SUPPORT	09-10 SUPPORT	1,775.00
				ACCOUNT TOTAL	1,775.00 *
				MAJOR TOTAL	6,620.00 **
083500		COOPERATIVE EXTENSION OFFICE			
5230	28711	Telecommunications EMBARQ	392 4246 709	PHONE	97.17
				ACCOUNT TOTAL	97.17 *
				MAJOR TOTAL	97.17 **
093000		FUND TRANSFERS OUT			
0710	25820	To IDA Fund PRINCE EDWARD CO IDA	#3 YMCA LOAN	YMCA LOAN PAYMENT	130,125.52
				ACCOUNT TOTAL	130,125.52 *
				MAJOR TOTAL	130,125.52 **

AP375H
8/05/2009
FUND # - 100 GENERAL FUND

PRINCE EDWARD
LISTING OF INVOICES FOR 7/16/2009 -- 7/28/2009

AFTER CHECKS
PAGE 18

MAJOR# ACCT# 094000	VENDOR NUMBER CAPITAL PROJECTS	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
0024	22278	Canney MCGRAW-MORGAN INC	90604	RETUBE BOILER	11,975.00 11,975.00 *
				ACCOUNT TOTAL	11,975.00 *
				MAJOR TOTAL	11,975.00 **
095000		DEBT SERVICE			
0018	29332	Library - Interest TOWN OF FARMVILLE	NOTE 3140172	LIBRARY LOAN	52,092.44 52,092.44 * 52,092.44 **
				ACCOUNT TOTAL	52,092.44 *
				MAJOR TOTAL	52,092.44 **
				FUND TOTAL	613,797.08

AP375H
8/05/2009
FUND # - 135

PRINCE EDWARD
LISTING OF INVOICES FOR 7/16/2009 -- 7/28/2009

PUBLIC/PRIVATE EDUCATION ACT FUND

AFTER CHECKS
PAGE 19

MAJOR# ACCT# 010000	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	ACCOUNT TOTAL	AMOUNT
3160	32553	Professional Service-Engi WILEY & WILSON	41236	PROFESSIONAL SERVICE	1,100.00	1,100.00 *
3175	13099	Professional Services-Fin DAVENPORT & COMPANY LLC	PF09 172	FINANCL ADVISORY FEE	1,540.40	1,540.40 *
				ACCOUNT TOTAL	2,640.40	2,640.40 **
				FUND TOTAL	2,640.40	

AP375H
8/05/2009
FUND # - 501 WATER FUND

PRINCE EDWARD
LISTING OF INVOICES FOR 7/16/2009 -- 7/28/2009

AFTER CHECKS
PAGE 20

MAJOR#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
043200	29332	GENERAL PROPERTIES			
5130	29332	Water Service TOWN OF FARMVILLE	MANOR 709	WATER	139.82
				ACCOUNT TOTAL	139.82 *
				MAJOR TOTAL	139.82 **
				FUND TOTAL	139.82

AP375H
8/05/2009
FUND # - 502 SEWER FUND

PRINCE EDWARD
LISTING OF INVOICES FOR 7/16/2009 -- 7/28/2009

AFTER CHECKS
PAGE 21

MAJOR#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
043200	5110	Electrical Services			
	31846	DOMINION VA POWER	4148700281	SEWER PUMP	27.89
				ACCOUNT TOTAL	27.89 *
				MAJOR TOTAL	27.89 **
				FUND TOTAL	27.89

MAJOR# ACCT# 021400	VENDOR NUMBER NAME PIEDMONT COURT SERVICES	INV#	DESCRIPTION	AMOUNT
3199	Purchase of Services - Ot KROLL LABORATORY	190976	DRUG TESTING	58.44 58.44 *
5110	Electrical Service DOMINION VA POWER DOMINION VA POWER	4323543985 709 7218131923 709	ELECTRIC SERVICE ELECTRIC SERVICE	69.78 213.06 282.84 *
5210	Postal Services PITNEY BOWES FINANCL SERV	6947601-JN09	POSTAGE METER LEASE	202.00 202.00 *
5230	Telecommunications AT&T EMBARQ	392 8161 709 392 8161 709	PHONE PHONE	125.40 204.69 330.09 *
5302	Fire Insurance PRINCE EDWARD CO TREAS	FIRE INS 709	FIRE INSURANCE	75.00 75.00 *
5510	Travel - Mileage BLOOM MATTHEW FRANKLIN SHEENA GLENN ASHLEY GLENN ASHLEY GRAY SHARON STIMPSON CONNIE MOSS REBECCA	MILEAGE 609 MILEAGE 609 MILEAGE 609 MILEAGE 709 MILEAGE 609 EXPENSES 609 EXPENSES 609	MILEAGE MILEAGE MILEAGE MILEAGE MILEAGE MILEAGE MILEAGE	234.85 100.10 63.80 30.80 218.90 65.28 210.10 923.83 *
5530	Travel - Subsistence & Lo MOSS REBECCA HAMPTON INN	EXPENSES 609 LODGING 609	MEALS LODGING	32.34 366.12 398.46 *
5540	Travel - Convention and E NATIONAL CURRICULUM & NATIONAL CURRICULUM &	35333 35334	FACILITATOR TRAINING TRAINING MATERIALS	899.00 964.00 1,863.00 *
6001	Office Supplies DEWINDT WILLIAM STIMPSON CONNIE KEY OFFICE SUPPLY KEY OFFICE SUPPLY KEY OFFICE SUPPLY MAXEY RENEE T VA CORRECTIONL ENTERPRISE	JULY 1 09 EXPENSES 609 OMNIFORM 609 PCS 709 362842 EXPENSES 609A PO 0619	BATTERIES/SOFTWARE PAINT & SUPPLIES OMNIFORM OFFICE SUPPLIES APPOINTMENT BOOK WEBCAMS BINDERS & NAMEPLATE	870.25 103.86 36.95 1,289.53 10.69 118.92 21.57 2,451.77 *
6005	Janitorial Supplies HARDY PAGE	JUNE 09	CLEANING SERVICE	210.00 210.00 *
6040	ADP Equipment DEWINDT WILLIAM	PCS07072009	COMPUTER	1,167.19 1,167.19 * 7,962.62 **

MAJOR#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
097001	PCS SUPERVISION FEES EXPENDITURES				
5420	28724	PCS - Lease/Rent of Build SRP CORPORATION LLC	RENT 709	RENT	2,383.00 *
6006	17346	PCS - Janitorial Services HARDY PAGE	JULY 09	CLEANING SERVICE	210.00
				ACCOUNT TOTAL	2,383.00 *
				ACCOUNT TOTAL	210.00 *
				MAJOR TOTAL	2,593.00 **
				FUND TOTAL	10,555.62
				TOTAL DUE	627,160.81

Approved at meeting of _____ on _____.

Signed _____ Title _____ Date _____

_____ Title _____ Date _____

_____ Title _____ Date _____



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

Meeting Date: August 11, 2009
Item No.: 5-d
Department: Payroll
Staff Contact: Barbara Poulston
Issue: Consent Agenda – Salaries

Summary:

The County Administrator reported that checks have been issued pursuant to the order of the Board of Supervisors as to salaries, etc., the amount of which salaries have been heretofore approved.

Attachments: None.

Recommendation: Approval

Motion _____
Second _____

Fore _____
McKay _____
Ward _____

Giffillan _____
Moore _____
Wiley _____

Jones _____
Simpson _____



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

Meeting Date: August 11, 2009
Item No.: 5-e
Department: County Administration
Staff Contact: W. W. Bartlett
Issue: Appropriations: Fire Department Carry-over and VITA Grants

Summary: On June 30, 2009 the following fire departments had unexpended monies that need to be carried forward into FY 09-10:

Farmville Volunteer Fire Department	\$	166.00
Prospect Volunteer Fire Department		265.81
Hampden-Sydney Volunteer Fire Department		62,512.57
Pamplin Volunteer Fire Department		10,596.84
Meherrin Volunteer Fire Department		6,175.89

Additionally, the County has been notified that it has been successful in obtaining two grants through the Virginia Information Technology Agency (VITA). The first in the amount of \$86,300 will be used towards the development of a Geographical Information System (GIS). The second in the amount of \$19,000 is for the purchase of new Global Positioning System (GPS) equipment which the county uses for E-911 addressing purposes. Both grants are 100% state funded.

Attachments: Appropriation Spreadsheets.

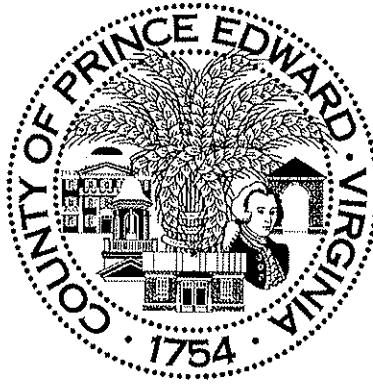
Recommendation: Approve appropriating unexpended fire department monies into FY 10 and appropriate funding for the two VITA grants.

Motion _____
 Second _____

Fore _____
 McKay _____
 Ward _____

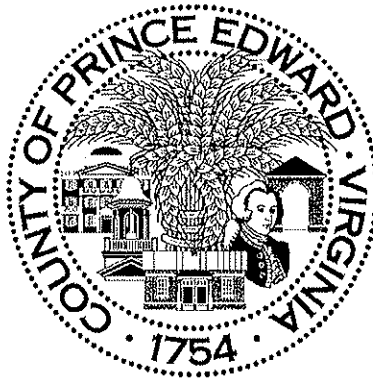
Gilfillan _____
 Moore _____
 Wiley _____

Jones _____
 Simpson _____



Fire Department Carry-over Monies from FY09

		<u>Debit</u>	<u>Credit</u>
3-100-41050-0100	Transfer in from General Fund Balance		\$ 79,717.11
4-100-32200-7001	Farmville Volunteer Fire Department	\$ 166.00	
4-100-32200-7003	Prospect Volunteer Fire Department	\$ 265.81	
4-100-32200-7005	Hampden-Sydney Volunteer Fire Dept	\$ 62,512.57	
4-100-32200-7006	Pamplin Volunteer Fire Department	\$ 10,596.84	
4-100-32200-7007	Meherrin Volunteer Fire Department	\$ 6,175.89	
	TOTAL	\$ 79,717.11	\$ 79,717.11



VITA Grants

		<u>Debit</u>		<u>Credit</u>
3-100-24040-0003	VITA Geographical Information System Grant		\$	86,300.00
4-100-94000-0025	Geographical Information System	\$ 86,300.00		
3-100-24040-0004	VITA Global Positioning System Grant		\$	19,000.00
4-100-94000-0026	Global Position System	\$ 19,000.00		
	TOTAL	\$ 105,300.00	\$	105,300.00



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

Meeting Date: August 11, 2009
Item No.: 5-f
Department: County Administration
Staff Contact: Penny Huskey
Issue: Events / Festival Application

Summary:

Request for Indian Pow-Wow and Western Festival to be held at Heartland Ranch (9774 Five Forks Road), Farmville, VA , September 18 – 20, 2009:

Fri (Sept. 18) 9:00 am – 8:00 pm
Sat (Sept. 19) 10:00 am – 9:00 pm
Sun (Sept. 20) 10:00 am – 6:00 pm

Attachments:

Events / Festival Application with festival flyer

Recommendation: Approval.

Motion _____
Second _____

Fore _____
McKay _____
Ward _____

Gilfillan _____
Moore _____
Wiley _____

Jones _____
Simpson _____

APPLICATION FOR EVENT / FESTIVAL PERMIT
PRINCE EDWARD COUNTY

Organization / Agency Conducting Event: George Whitewolf Presents + Wild West PR

Person (s) Representing Organization: _____

EVENT
Type: America Indian Pow-wow + Western festival (SHadows of + PR
Location: 9774 Five Forks Rd, Farmville, Va) 23901
Date(s): Sept 18, 19, 20, 2009 Time(s): 9-8, 10-9, 10-6
of Tickets for Sale: at Gateth of people Estimated # of Persons to Attend: 2 000

Name(s) / Address(es) / Phone # of Promoters: R.G. BRAYANT 153 Hickory Hollow Trail
George Whitewolf MADISON HEIGHTS VA 24572 434-845-096
234 Bailey's Summit Rd, Amherst, VA, 24521 (434-946-0921)

Financial backing of the event: George Whitewolf + Wild West Productions

Name of all persons or groups that will perform: Individual A.T. + Cowboys

Name and Address of property owner which event is to be held: Harry Upson
9774 Five Forks Rd. Farmville, Va. 23901

Nature and interest of applicant(s) in the property on which the event is to be held (if any): NONE- EVENT FOR A
Cultural + Educational experience for the public

Detailed plan for adequate sanitation facilities / garbage and trash disposal (must be approved by the county health inspector): Harry Upson
14 TRASH CANS, Dumpster, - TAYLOR SEPTIC SERVICE
10 Porta-johns - 1 Handicap

Plan for providing food, water, and lodging for persons at event (must be approved by the county health inspector): WATER - ON SITE - ON SITE - ON SITE + local meals

Plan for adequate medical facilities for persons at the event (must be approved by the county health inspector): Rescue Squad on site

Plan for adequate parking facilities and traffic control in and around event: 30 Acres on site

Plan for adequate fire protection (must be approved by the county forestry warden):

Police & Fire Dept. notified of event times & location

Statement specifying whether any outdoor lights or lighting are to be utilized, (if so, a plan showing the location of such lights and shielding devices or other equipment to prevent unreasonable glow beyond the property on which the event is held: NONE

Statement that no music shall be played, either by mechanical device or live performance, in such a manner that the sound emanating therefrom shall be unreasonably audible beyond the property on which the event is located:

All music - drums dancing, singing will be contained at site

Applications must be filed in duplicate with the Clerk of the Board, at least twenty-one (21) days prior to the event date.

Music shall not be rendered nor entertainment provided for more than eight (8) hours in any twenty-four (24) hour period, such twenty-four (24) hours to be measured from the beginning of the first performance at the event.

No person under the age of eighteen (18) years of age shall be admitted unless accompanied by a parent or guardian, the parent or guardian to remain with the person at all times.

Specific reference is hereby made to Section 6 - 66-71, et. Seq., of the Code of Prince Edward County, Virginia, which provisions are incorporated herein by reference.

Date

7-23-09

Signature of Applicant(s)

[Signature]
[Signature]

Date

Approval by

County Administrator
Clerk of the Board

Fee \$ 50

Fee Paid By

Heartland Ranch
[Signature]

Date Received

June 2009

George Whitewolf & Wildwest Productions

Presents



SHADOWS OF THE PAST AMERICAN INDIAN AND WESTERN FESTIVAL!

SEPTEMBER 18TH, 19TH, & 20TH at HEART OF VA ARENA
FARMVILLE, VIRGINIA

FRIDAY 10 AM - 8 PM ☆ SATURDAY 10 AM - 9 PM ☆ SUNDAY 10 AM - 6 PM

Admission: Adults - \$8.00 Children 6-14 \$5.00

SIT OR RIDE IN A REAL 1800'S SANTE FE STAGE COACH

COME SEE & TALK WITH THE LONE RANGER, TONTO AND LASH LARUE OF WESTERN MOVIE FAME



SAMPLE INDIAN FOOD SUCH AS FRY BREAD, CORN SOUP, BUFFALO BURGERS AND MORE

- Shop for Quality Indian Crafts, Art, Pottery, Jewelry, Beadwork & Baskets.
- See American Indians from 25 tribes.
- Hear Indian Storytellers
- Throw a Tomahawk & Knife
- Shoot a Primitive Bow & Arrow
- See Live Wolves
- Sit in a circle and listen to Native Speakers - ask questions
- See Indians in full regalia dance to the beat of ancient drums
- See Aztec dancers from Mexico City
- Learn about Horses through our Ranch Horse Clinic
- Tom Mix Rangers Shootouts all weekend
- Learn about horse foot care at the Horseshoe Clinic
- Sit or Ride in a real Sante Fe 1880 Stage Coach
- Laugh with Cowboy Poet Jim Hawkins as he tells his out west stories.
- See Single Action Shooting Association Demonstrations.
- Cowboy Fast Draw Competition
- \$20.00 Registration fee - \$300.00 in Prize money
- Come to Cowboy Church Sunday Morning at 8 AM.... Indians Welcome!

ALL DANCERS AND DRUMS WELCOME!

On Saturday night, Dance with the Indians at our Bonfire!!

**Return Sunday to cheer on your favorite
dancers Rain or Shine!**

All events will be held the entire weekend!

Family Event - No Alcohol - No Drugs - No Pets (Live Wolves on Premises)

For More Information Contact:

George Whitewolf at 434-946-0421 OR WILDWEST PRODUCTIONS at 434-845-0967

From Richmond:
360 W to 460 W to 2nd Farmville Exit (15 South). See Below.

From Petersburg:
460 W to 2nd Farmville Exit (15 South). See Below.

From Lynchburg:
460 E to 2nd Farmville Exit (15 South). See Below.

From Roanoke:
460 E to 2nd Farmville Exit (15 South). See Below.

From Washington D.C.:
395 S (becomes 95 S) to 64 and 195 S. US 360 W to 460 W, 2nd Farmville Exit (15 South). See Below.

From Baltimore:
95 E to 95 (495) S. to 395 S (becomes 96) 64 and 195 S. US 360 W. Take 2nd Farmville Exit (15 South). See Below.

To the Ranch:
Follow 15 South for 3 miles. Turn Right on 133 South for one mile. Turn onto 692 and follow straight to Five Forks Road. At brick gates turn Right on Route 658 (Five Forks Rd). Go 2.5 Miles Turn Left at Heart of VA Arena.

For More info contact:

George Whitewolf

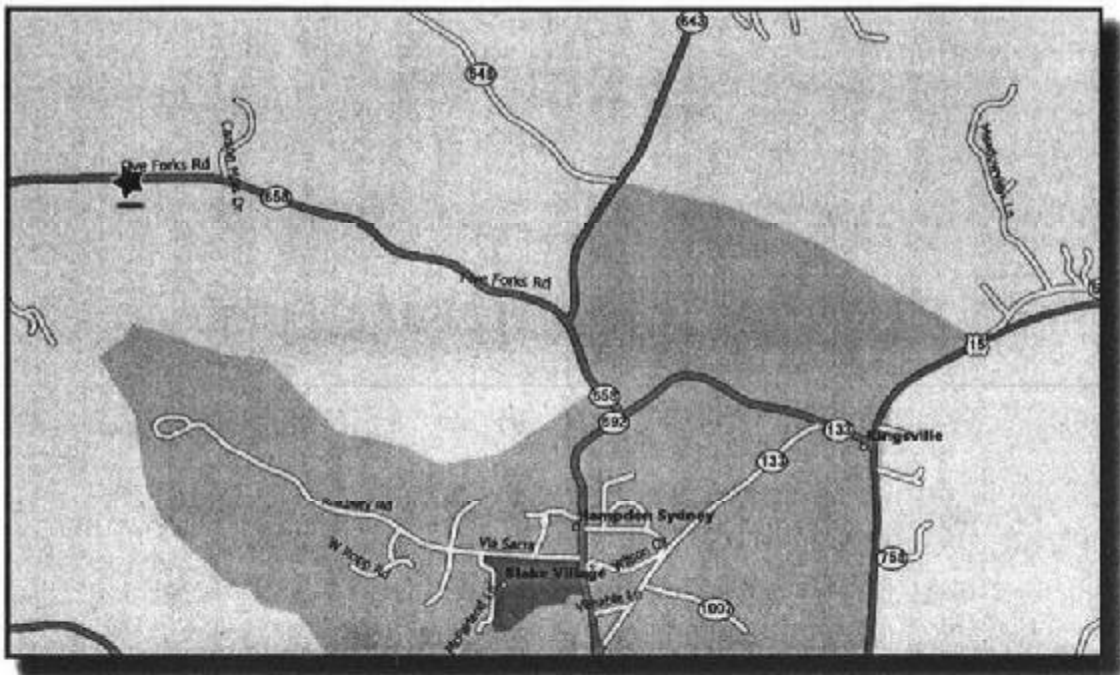
434-946-0421

or

WildWest Productions

434-845-0967

434-426-8059 - cell





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

Meeting Date: August 11, 2009
Item No.: 6
Department: VDOT
Staff Contact: Alan Leatherwood, PE
Issue: Highway Matters

Summary: Mr. Alan Leatherwood, PE, VDOT Residency Administrator, will be present to update the Board on County highway matters.

Attachments:

Recommendation:

Motion _____
Second _____

Fore _____
McKay _____
Ward _____

Gilfillan _____
Moore _____
Wiley _____

Jones _____
Simpson _____



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

Meeting Date: August 11, 2009
Item No.: 7
Department: County Administration
Staff Contact: W.W. Bartlett/Sarah Elam Puckett
Issue: VDOT Revenue Sharing Application

Summary: The deadline for the FY 10 Revenue Sharing Program is August 14, 2009. The Board has discussed applying for funding to relocate Route 628 for the purpose of moving traffic out of the School Complex and to facilitate economic development along the new corridor.

Attached for your consideration are the letter of intent and the resolution, which authorizes the application for revenue sharing funds.

The estimated cost of the project is \$2.84 million (to include construction, engineering and right-of-way). The Revenue Sharing Program will pay for up to \$1.0 million of project costs.

Attachments: Resolution
Letter of Intent

Recommendation: 1 - Approve resolution and Revenue Sharing application.
2 - Authorize County Administrator/Board Chair to sign all documents.

Motion _____
Second _____

Fore _____
McKay _____
Ward _____

Gilfillan _____
Moore _____
Wiley _____

Jones _____
Simpson _____

**A RESOLUTION OF THE
BOARD OF SUPERVISORS OF THE COUNTY OF PRINCE EDWARD, VIRGINIA
REQUESTING REVENUE SHARING PROGRAM FUNDS**

At a regularly scheduled meeting of the Board of Supervisors of the County of Prince Edward, Virginia held at the Prince Edward County Courthouse, Board of Supervisors Room, Tuesday, August 11, 2009, at 7:00 p.m., on a motion by _____, the following resolution was adopted on the following vote:

Aye:

Nay:

Absent:

WHEREAS, the Board of Supervisors of the County of Prince Edward desires to submit an application for an allocation of funds of up to \$1,000,000 through the Virginia Department of Transportation Fiscal Year 2010, Revenue Sharing Program; and

WHEREAS, \$1,000,000 of these funds are requested to fund the construction of approximately 0.83 miles of Route 628, from the intersection of U.S. 15 to approximately 0.83 miles east of Route 15; and

NOW, THEREFORE, BE IT RESOLVED, the Board of Supervisors of the County of Prince Edward hereby supports this application for an allocation of \$1,000,000 through the Virginia Department of Transportation Revenue Sharing Program;

BE IT FURTHER RESOLVED, THAT the Board of Supervisors of the County of Prince Edward hereby grants authority for the County Administrator to execute project administration agreements for any approved revenue sharing projects.

Certification

I hereby certify that the foregoing resolution was duly considered by the Board of Supervisors of the County of Prince Edward, Virginia at a regular board meeting in Prince Edward County, Virginia, at which a quorum was present and that same was passed by a vote of ___ in favor and ___ opposed, this 11th day of August, 2009.

William G. Fore, Jr. Chairman

CERTIFIED TRUE COPY
ATTEST:

W.W. Bartlett, County Administrator

August 11, 2009

**Revenue Sharing Program
Fiscal Year 2010
County of Prince Edward, Virginia**

Mr. Michael A. Estes, P.E.
Local Assistance Division
Virginia Department of Transportation
1401 East Broad Street
Richmond, Virginia 23219

Dear Mr. Estes:

The County of Prince Edward, Virginia, indicates by this letter its official intent to participate in the "Revenue Sharing Program" for Fiscal Year 2010. The County will provide \$1,000,000 for this program, to be matched on a dollar-for-dollar basis from funds of the Commonwealth of Virginia. The County is also committing the additional unmatched funds, as needed to complete the project.

The County worked with its Residency Administrator and developed the attached prioritized list of eligible items of work recommended to be accomplished with these funds.

Sincerely,

William G. Fore, Jr.
Chairman, Board of Supervisors

Attachments (Resolution and Designation of Funds form)

cc: W.A. Leatherwood, P.E., Residency Administrator, Dillwyn



County of Prince Edward
Board of Supervisors
Agenda Summary

Meeting Date: August 11, 2009
 Item No.: 8
 Department: Planning and Community Development
 Staff Contact: Jonathan L. Pickett
 Issue: PUBLIC HEARING- Rezoning Request for Prince Edward County IDA

Summary: The Prince Edward County Industrial Development Authority is requesting to rezone approximately 95 acres of a 120.3 tract located on the south side of Zion Hill Road (Route 628) to the southeast of the Public Schools complex from A-2, Agricultural Residential, to C-1, General Commercial. The purpose of this rezoning is to permit the development of an inn and conference center on the property. The Prince Edward County Planning Commission held a public hearing on July 21, 2009 and following the hearing recommended approval of the request with acceptance of the following proffers:

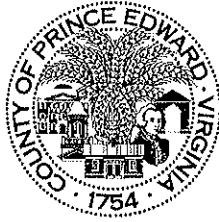
- Rezoned property be used only for hotel/motel/motor lodge use to include conference center and restaurant.
- Route 628 be relocated as part of the project in order to bypass the school complex.
- A bike lane be provided on the north side of the relocated portion of Route 628.

Attachments:

- 1) Public Hearing Notice
- 2) Overview of Project
- 3) Traffic Impact Analysis
- 4) Staff Report
- 5) Planning Commission Minutes

Recommendation: The staff recommends approval of the request with the exception of one proffered item. The *Code of Virginia* requires that offered proffers have a direct relation to the request in question. It is the opinion of staff that the bike lane does not meet this requirement and therefore should not and cannot be accepted.

Motion _____	Fore _____	Gilfillan _____	Jones _____
Second _____	McKay _____	Moore _____	Simpson _____
	Ward _____	Wiley _____	



July 21, 2009

Please run in the Friday, July 24th & 31st editions of *The Farmville Herald*:

PUBLIC HEARING NOTICE

The Prince Edward County Board of Supervisors will hold a public hearing on August 11, 2009, at 7:30 p.m. in the Board of Supervisors room of the courthouse, Farmville, Virginia, to gather citizen input on the following rezoning request:

Request of the Prince Edward County Industrial Development Authority, to rezone from A-2, Agricultural Residential, to C-1, General Commercial, approximately 95 acres of a 120.3 acre tract, located on the south side of Zion Hill Road, to the south east of the Prince Edward County Public Schools complex. The requested rezoning would take in all of tax map parcel 52-A-2 (64.25 acres) and a portion of tax map parcel 51-A -40 (approximately 30.78 acres). The purpose of this request is to allow for the construction of a hotel and conference center.

It is our intention to comply with the requirements of the Americans with Disabilities Act. Should you need special accommodations, please contact Jonathan L. Pickett, Planning Director at 434-392-8837.

By Order of the Board of Supervisors
Of Prince Edward County, Virginia
W. W. Bartlett, County Administrator

GRANITE FALLS HOTEL & CONFERENCE CENTER

PROJECT OVERVIEW

Granite Fall Hotel & Conference Center is a proposed 150-room hotel, spa and conference center to be located on a 95 acre site in Prince Edward County, Virginia, 1.5 miles south of the Town of Farmville. The Project's entrance will be approximately one-half mile from US Route 15 off a proposed relocated State Route 628. The new SR 628 will intersect US 15 at the existing Dominion Drive intersection approximately ½ mile south of the intersection of US 15 and Route 460. The Project is expected to break ground in February of 2010 and open in late Summer of 2011.

The Site

The site is part of a 120-acre property purchased by Prince Edward County from Luck Stone in 2003. An abandoned granite quarry that is on-site will be incorporated into a series of terraced lakes to be constructed as an amenity for the Project. The site, wooded in pines and mixed hardwoods, is sandwiched between the Manor Resort to the south and the Prince Edward County Schools to the north. There are no existing structures on the site. The Property has roughly 800 feet of frontage along the Briery Creek at the southwest corner of the Property. The portion of SR 628 which currently bisects the Prince Edward County School Complex will be relocated and serve as the dividing line between the County School Complex and the Project. The County will retain approximately 22 acres north of the new SR 628 as a future school site. The site is located approximately 500 feet from the County's water and wastewater systems and the Project will be served by the County systems. Dominion Virginia Power will provide electric service from the existing transmission network along SR 628. Fiber optic cable will be laid along the new SR 628 and provide service to the Project.

The Hotel Project

The Hotel Project totals approximately 125,000 square feet and consists of a seven-story guest wing that contains approximately 150 guestrooms and a two-level conference center wing that includes a ballroom, meeting space, a workforce training suite containing 6 classrooms and 2 computer labs, kitchen, a student training kitchen, spa/fitness center and The conference center will contain approximately 16,000 square feet of function space, an executive business center, and be designed to meet the standards and criteria of the International Association of Conference Centers. The main ballroom in the conference center will have the capacity to serve a 400-person banquet. A two-level Lobby connecting the guest wing and conference center contains the check-in area, concierge, coffee bar, lounge and bar, full-service restaurant capable of seating approximately 150 people, spa/fitness center and outdoor terraces. Project amenities also include an outdoor pool, tennis courts, walking trails and lakes. The Developer expects to enter into a strategic partnership with the Southside Virginia Community College to operate Hospitality Training and Culinary Arts degree programs

at the conference center. A training facility within a hotel/conference center provides a unique opportunity for student to learn in an operating facility as well as providing internship, full-time and part-time employment opportunities while they work to achieve their degrees. A component of the project will provide for day-care while students are in class. The Developer intends to enter into a similar partnership with the Prince Edward County Schools to expand and enhance their Culinary Arts Training Program. This relationship will allow PECS students to train in a state-of-the-art facility and provides opportunities for internships and part-time employment. It also opens up the opportunity for SVCC and PECS to establish some dual degree programs. The Developer also expects to enter into a strategic partnership with the Centra Southside Community Hospital to conduct training in the areas of healthcare and information technology at the conference center. The Project expects to develop a relationship with the new regional YMCA (approx. 1 mile from the Property) to provide recreational facilities to guests as well as day care for guests, employees and students. The hotel will be a smoke-free facility and pet friendly. The hotel is expected to employ approximately 120 persons (85 FTE's). The hotel will be operated by a professional hospitality management company under a long-term contract.

SR 628 Relocation Project

In conjunction with the Project, an alternate SR 628 will be constructed. The relocated SR 628 will run from the intersection of US 15 and Dominion Drive east and intersect the existing SR 628 south of the entrance to Poplar Forest Apartments. The existing 628 that runs through the Prince Edward County School Complex will be blocked at the end of the school complex. Current through-traffic will be required to use the relocated SR 628. The alternate 628 will be a two lane road with the lanes separated by a grassed median. A walking/bike trail will be constructed on the north side of the road and separated from the traveling lane by a grassed median. The alternate 628 will be the primary access road to the hotel. The hotel entrance will be approximately one-half mile from US 15. In addition to providing better access to the Property, the SR 628 Relocation Project will substantially enhance student safety and security at the Prince Edward County School Complex by eliminating through-traffic.



MEMORANDUM

TO: Robert Fowler
FROM: Dexter R. Williams, P. E.
SUBJECT: Trip Generation Prince Edward Development, LLC Hotel
DATE: June 8, 2009

Enclosed Exhibit A shows trip generation for your proposed hotel using Trip Generation, 8th Edition (TG8), published by the Institute of Transportation Engineers (ITE). You have advised that approximately 150 rooms are planned, and that future expansion may include an additional 50 rooms. The hotel is to include meeting space, a small spa and a restaurant.

TG8 includes five lodging land uses:

1. Hotel: includes restaurants, cocktail lounges, meeting and banquet rooms or convention facilities, limited recreational facilities, and/or other retail and service shops.
2. All Suites Hotel: includes a small restaurant and lounge, small amounts of meeting space, and suites with separate sitting room and bedroom with limited kitchen facilities.
3. Business Hotel: includes breakfast bar and afternoon beverage bar but no lunch, dinner or meeting facilities.
4. Motel: often includes a restaurant but little or no meeting space and few, if any, supporting facilities.
5. Resort Hotel: includes Hotel type accommodations, but caters to tourist/vacation industry with wide variety of recreational facilities including golf courses, tennis courts and beach access.

TG8 Land Use 310, Hotel, most clearly defines the type of hotel that you intend to build. Enclosed Exhibit A includes a variety of TG8 values and variables for Hotels: equations and rates, peak hour of adjacent street, peak hour of generator, occupied rooms and rooms. All Suites Hotel has also been included on Exhibit A to cover possible variations in room accommodations. 200 rooms or occupied rooms are used on Exhibit A to reflect potential build out of the hotel.

In summary, out of all of the approaches to trip generation on Exhibit A, none of them meet or exceed 250 vehicles per hour or 2500 vehicles per day, which is the threshold for non-residential use Chapter 527 study. The highest peak hour trip generation is 148 vehicles per hour (PM peak hour, average rate of generator, occupied rooms, Hotel). The highest daily trip generation is 1784 vehicles per day (average rate adjacent street, occupied room, Hotel). **A Chapter 527 traffic study is not required for your hotel development.**

VALUE	LAND USE	LAND USE CODE	SQ.FT., OTHER UNITS	WEEKDAY TRIP GENERATION						DAILY
				AM PEAK HOUR			PM PEAK HOUR			
				Enter	Exit	Total	Enter	Exit	Total	

TABLE 1 - SITE TRIP GENERATION - VARIOUS VALUES

eq.-adj. st.	Hotel	310	200 occ.room	73	53	126	60	62	122	
rate-adj. st.	Hotel	310	200 occ.room	78	56	134	69	71	140	1784
eq.-gen.	Hotel	310	200 occ.room	69	56	125	80	61	141	
rate-gen.	Hotel	310	200 occ.room	70	58	128	84	64	148	
eq.-adj. st.	Hotel	310	200 room	59	38	97				1417
rate-adj. st.	Hotel	310	200 room	68	44	112	63	55	118	1634
eq.-gen.	Hotel	310	200 room	56	46	102	65	47	112	
rate-gen.	Hotel	310	200 room	57	47	104	71	51	122	
rate-adj. st.	All Suites Hotel	311	200 occ.room	64	32	96	46	64	110	1248
rate-gen.	All Suites Hotel	311	200 occ.room	70	34	104	46	64	110	
rate-adj. st.	All Suites Hotel	311	200 room	42	34	76	36	44	80	980
rate-gen.	All Suites Hotel	311	200 room	44	36	80	36	44	80	

Trip generation rates from Trip Generation, 8th Edition (TG8) by the Institute of Transportation Engineers (ITE)

PRINCE EDWARD DEVELOPMENT, LLC
HOTEL TRIP GENERATION
JUNE 8, 2009

DRW Consultants, LLC
804-794-7312

Exhibit A

Staff Report
Granite Falls Hotel & Conference Center

1) Overview

- The Prince Edward County Industrial Development Authority is working with a private developer on the proposed "Granite Falls Hotel and Conference Center" project to be located off of Route 628 (Zion Hill Road), to the southeast of the public schools complex. The Board of Supervisors recently deeded 120.3 acres to the IDA, and the proposed project would be sited on the southern portion of this tract. As part of the project, Route 628 would be relocated in order to bypass the schools and give a more direct access to the hotel from Route 15. In order for this project to proceed, a rezoning is required from A-2 (Agricultural Residential) to C-1 (General Commercial) for the portion of the property to be located south of the realigned Route 628, somewhere between 90 and 95, depending on the final road location. The land north of the realigned Route 628 would stay A-2 and likely be used for future school system expansion.

2) Adherence to Comprehensive Plan

- The tract is located in the county's development area, according to comprehensive plans future land use map. With the relocation of Route 628, the hotel would have direct access to the Route 15 commercial corridor. The following passages from the comprehensive plan support his request:

I) Economic Development

Objective #2 – Promote the retention and growth of existing county businesses and the location of new businesses in the county.

Objective #2 , Strategy 1 – Ensure that adequate and properly zoned land exists to meet the needs of existing and proposed businesses.

II) Land Use

Objective #1, Strategy 3 – Ensure that large residential, commercial and industrial development proposals, located in areas planned for the use; where adequate public facilities exist or are planned, and where the transportation system can accommodate the demands of the new development.

Objective #1, Strategy 4 – Utilize well planned site designs and effective buffer areas to mitigate the impacts of adjacent land uses of differing intensities.

Objective #4 – Promote a strong and diversified industrial and commercial base, which does not create significant impacts on residential areas, prime agricultural lands or public facilities.

III) Transportation

Objective #1, Strategy 2 – Ensure new developments are designed with adequate road access, and do not endanger the safety or capacity of existing roads within the county.

Objective #3, Strategy 2 – Work with VDOT and local advocacy groups to develop and implement a bike/trail system within the county.

3) Zoning and Existing Land Use

- The tract is presently zoned A-2, as are all adjoining properties. The tract in question is mainly wooded, with no existing structures. The surrounding properties will see little, if any, impact from the hotel itself, although some impact will result from the Route 628 relocation. This will be discussed further in the transportation section below.

4) Transportation

- One of the main features of this project is the planned relocation of Route 628, in order to serve the hotel and to bypass the school complex. The desire to relocate Route 628 has been a desire of the school system for some time. Preliminary plans call for the new Route 628 to begin at the existing traffic signal on Route 15 at Dominion Drive. The road would head east from there, intersecting the existing Route 628, just to the east of the Poplar Forest apartments. Existing Route 628, from the signal at Route 15, would access the school complex and then be terminated near the bus garage. Under the proposal, the Poplar Forest and Parc Crest residents would have to travel a short distance east on existing Route 628 to access the new road. The main benefit of the proposal would be to basically eliminate non-school traffic through the school complex.
- The new section of Route 628 would be a two-lane parkway type roadway, with a vegetated medium and bike lane on the north side of the roadway. All road plans will have to be approved by VDOT, including the location although VDOT is agreeable in general to the concept proposed. The IDA will assist the developer to secure funding for the road. Attached is a traffic study from the DRN Consultants, which discusses the traffic generation estimates for the hotel and conference center.

5) Emergency Services

- The hotel and conference center will be served by the Prince Edward County Rescue Squad and the Farmville and Hampden-Sydney Fire Departments. The project location is approximately 4.3 miles from the rescue squad, 3.8 miles from the Farmville Fire Department, and 4.0 miles from the Hampden-Sydney Fire Department. The Farmville Fire Department does have a ladder truck, which could access the higher floors of the hotel. Under the proposed road relocation, emergency response to Poplar Forest and Parc Crest would be slowed slightly.

6) Proffers Offered

- At this time, the Industrial Development Authority is volunteering the following proffers:
 - 1) The rezoned property be used only as Hotel, Motel, or Motor Lodge use, per the General Commercial section of the Prince Edward County Zoning Ordinance.
 - 2) Route 628 be relocated, so as to bypass the Prince Edward County Public Schools Complex
 - 3) A separated bike lane be constructed on the north side of the relocated section of Route 628

- Other issues, such as lighting, signage, landscaping, etc., can be addressed by staff, during the site review process.

- Note: staff recommends proffer #3 not be accepted, because it does not meet Code of Virginia requirements. However, a bike lane is still planned for the relocated section of Route 628.

7) Affect on Neighboring Properties

- As stated earlier, the hotel and conference center building will have little impact on neighboring properties. The nearest structure is a single family home on Route 628, which is approximately 1200 feet away through thick forest. The building height is offset by the fact the construction will be taking place at a low elevation on the property. In addition the hotel itself will be surrounded by trees on all sides. After studying topographical maps, aerial photos and walking the property, it is staff's opinion the structure will likely not be visible from other properties. Traffic generated by the project will proceed directly to Route 15, bypassing all present development, including the schools and the apartments on existing Route 628.

- The main impact will be on a private property, located on the east side of Route 15 at Dominion Drive. The relocated Route 628 will cross this property. Negotiations with the property owner and the hotel developer have begun. The county will also be talking to the property owner, as well as facilitating the negotiations. Residents of the Poplar Forest and Parc Crest apartments will also be affected, in that, under the current proposal, they will have to travel on the new Route 628 and no longer be able to cross through the school complex. This will add an extra one-half to one mile to their trips into town. I will note the final location of any dead-end will be the decision of VDOT, with input from the county and those property owners most affected. It should also be noted that a public hearing or hearings will be held later to address the road issues.

8) Planning Commission Recommendation and Public Comments

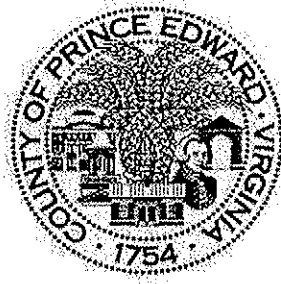
- The Prince Edward County Planning Commission held a public hearing on July 21, 2009. Two citizens spoke, with one raising concerns about the price the county was receiving for the property. He felt the rezoning would make the property more valuable and this matter should be studied further. The second citizen had concerns about the relocated roadway, environmental impacts and whether the hotel would be visible from her property on Poplar Hill Drive. The first two concerns were addressed at the hearing, and the planning director offered to meet with the resident at her property, at a later date, to determine if the facility would be visible from her property. Following the hearing, the planning commission voted 8-0 to recommend approval of the request to the Board of Supervisors, with the proffers as offered by the IDA.

Since the planning commission meeting, the planning director met with the Poplar Hill Drive resident at her home on July 23, 2009. After seeing the location of the home, the planning director is certain the hotel will not be visible from the residents' property.

In addition, I have received calls from two property owners, who do not oppose the project, but are concerned about the proposal to dead-end the existing Route 628.

9) Summary

- In total, this project would appear to have a positive impact on the county. The relocation of Route 628 has been talked about quite some time, and this project would allow this relocation to take place. Obviously, an agreement will need to be worked out with the private property owner previously mentioned. However, this property has been marketed commercially in the past and having relocated Route 628 across the property will only increase the property's commercial value.
- Concerning the Industrial Development Authority's property itself, several benefits would seem to be derived from the project. The least valuable and the most topographically challenged portion of the property will be used for the hotel and conference center. Of the +/- 95 acres to be rezoned, only a small portion (15 – 20 acres) is considered developable. The applicant plans to take advantage of the developable portion, to site a quality facility with which the community would benefit. Much of the remainder of the +/- 95 acre portion would remain in a natural state.
- The +/- 25 acres north of the proposed relocated Route 628 would stay in the hands of the IDA for future development, most likely by the school system. Most of this portion is buildable and would make an excellent site for future facilities.
- Staff recommends approval of the request, with proffers 1 & 2 accepted.



**Prince Edward County Planning Commission
Meeting Minutes
July 21, 2009
7:30 p.m.**

Members Present: William Porterfield, Chairman
Sam Coleman
Jack Leatherwood
Chris Mason
Donald Gilliam
Bobby Jones
James Wilck
Lee Hicks, Jr.

Members Absent: Ernest Toney, Jr.
Thomas Pairet

Staff Present: Jonathan Pickett, Director Dept. of Planning and Community Development
Alecia Daves-Johnson, Planner

The meeting was called to order at 7:30 pm by William Porterfield.

Minutes:

The minutes of the June 17, 2009 meeting were reviewed. The Commissioners declared them approved.

PUBLIC HEARING:

Chairman Porterfield stated that this should be the date and time that have been advertised for the Public Hearing on the request of the Prince Edward County Industrial Development Authority (IDA), to rezone from A-2, Agricultural Residential, to C-1, General Commercial, approximately 95 acres of a 120.3 acre tract, located on the south side of Zion Hill Road, to the south east of the Prince Edward County Public Schools complex. The requested rezoning would take in all of tax map parcel 52-A-2 (64.25 acres) and a portion of tax map parcel 51-A -40 (approximately 30.78 acres). The purpose of this request is to allow for the construction of a hotel and conference center.

Dr. Porterfield asked Jonathan Pickett to provide more background on the request.

Mr. Pickett pointed out that the relocation of State Route 628 will involve additional public hearings and a comment period through VDOT. The Planning Commission was considering the change of zoning for a parcel which he described as topographically challenging, and would be on the southern side of the relocated Route 628. There would be a 70' drop from the entrance of Poplar Forest Apartments to where the base level of the hotel would be located, so in summer time it would

be difficult if not impossible to see the hotel from off-site even if it were six or seven stories tall. He did not anticipate any concerns from the re-zoning of the property or the hotel, but did anticipate concerns with the realignment of Route 628.

The proposal is to dissect the property for the purpose of a hotel/motel/lodging facility and conference center. The upper portion of the IDA property would remain available for Prince Edward Public School expansion needs, while the lower portion, as defined by the road relocation, is the subject of the re-zoning request. The developer has offered to limit the use of the property to hotel / motel/ lodging, contribute toward the relocation of state route 628, and construct a bike lane along the boulevard style road.

Dr. Porterfield asked how this could be zoned and it not be considered "Spot Zoning". Mr. Pickett explained that conditional zoning could allow this to be zoned as Commercial without spot-zoning concerns, noting that the County Attorney saw no problems with this zoning request as it concerns spot zoning. It was added that there will eventually be connection from this commercial property to others along Route 15 South. Much discussion not directly related to the defined topic of the public hearing followed.

One gentleman (Kenneth Jackson, Prince Edward County Community Association) approached the podium and cautioned the "board" to have an independent appraisal of the property performed as a commercial piece of property and sell it for a fair price that protects the local tax-payers.

Ms. Catherine White (resident, Poplar Hills Sub-division) approached the podium. She expressed concern that the hotel facility would impact the viewshed from her home. She requested an Environmental Impact Study be performed because the site contains environmentally sensitive features, and cautioned the IDA from pre-maturely harvesting the timber from the site until it was sure that the site could support the proposed uses. She expressed serious concern with the increase in response time of emergency vehicles due to the relocation of Route 628. She expressed unhappiness that contact had not been made with property owners along Rt 628 and Rt 630.

Mr. Pickett and staff of the IDA offered explanations to Ms. White, including an offer to visit her home and check on the viewshed affects the hotel could have and an explanation that approximately six acres of trees would be cleared to build a road into the site so that equipment and vehicles could access the site to conduct soil compaction tests and collect other pre-construction data.

At 8:10 pm the Public Hearing was closed.

Dr. Porterfield asked the Commissioners whether they had been given enough detail to make a recommendation at this meeting or if they felt they needed to study it and save it until the next meeting. After some discussion, the Planning Commission proposed a recommendation to the Board.

Recommendation to Board:

The Planning Commission unanimously recommends the re-zoning request of the Prince Edward County Industrial Development Authority (IDA), to rezone from A-2, Agricultural Residential, to C-1, General Commercial, approximately 95 acres of a 120.3 acre tract, located on the south side of Zion Hill Road, to the south east of the Prince Edward County Public Schools complex. The

requested rezoning would take in all of tax map parcel 52-A-2 (64.25 acres) and a portion of tax map parcel 51-A-40 (approximately 30.78 acres) as defined by the relocation of State Route 628 and would be restricted to the following conditions:

- 1) The property will be used only for Hotel/ Motel? Motor Lodge use, to include a restaurant and conference center.
- 2) Relocation of Route 628 to bypass the Prince Edward County Schools complex with connection to Route 15 at the existing Dominion Drive traffic signal.
- 3) Installation of a bike lane along the relocated section of Route 628.

Information Items:

Zoning Amendment: Mr. Pickett recommended that the Planning Commission schedule a Public Hearing to consider the addition of “Commercial Outdoor Entertainment Facilities” as a use by Special Use Permit in the A1-Agricultural Conservation zoning district.

Mr. Mason requested that maps and preliminary plans be included in the Planning Commission packets when there are public hearings and proposed land-use changes under consideration.

Mr. Pickett explained that the aviation facility request had been handled administratively, pointing to the definition of regulated facilities according to the FAA. He felt that the specific request in this case was not something zoning regulated.

Sandy River Reservoir:

Mr. Coleman briefed the Commissioners about a presentation made to the Board of Supervisors, describing seven meetings with the committee, and a presentation by Conservation Partners about easements. The County Attorney has been asked to review the draft ordinance. After that, two meetings will be scheduled in the Rice community and advertised on the radio and newspaper as Public Information Meetings, prior to holding a Public Hearing. He projected the Public Hearing to be in October. Dr. Porterfield pointed to the short length of the new draft.

Low Impact Development: Ms. Daves-Johnson provided the Commissioners with an announcement of a class titled, “Low Impact Development: Uses for Watershed Protection” scheduled September 29 in Fredericksburg at the Spotsylvania County Schools Administrative Services Building.

Certified Planning Commissioner Program: Mr. Jones gave an overview of the classes which he attended in June. He felt that most of it was a review, but had a lot of reading material to complete for the concluding classes in August.

Following the informational item presentations, the meeting was adjourned.
The meeting adjourned at 8:43 p.m.



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

Meeting Date: August 11,2009
Item No.: 9
Department: Economic Development Office
Staff Contact: Sharon Carney, Director Economic Development
Issue: Tobacco Commission Grant – Route 628

Summary: In 2009, the Virginia Tobacco Commission established a Reserve Fund Program with the objective of utilizing Commission funding to leverage non-Commission grant funds for accomplishing economic revitalization. Eligible projects are limited to fund non-commission grants that require a match, not to exceed fifty percent of project cost. This new Reserve Fund Program can be used as the matching funds to a VDOT Revenue Sharing Grant application.

The estimated cost for the construction, engineering and acquisition of right-of-way of the new alternate Route 628 is \$2.84 million. The VDOT Revenue Sharing grant will pay up to a maximum of \$1 million. The Tobacco Commission grant will pay 50% of the authorized cost of the road project, which would be an estimated \$1.42 million. The remaining balance of the estimated road cost of \$420,000 would be the responsibility of the developer and/or the County.

Assuming the anticipated authorized cost of the new Route 628 is \$2,840,000 the potential financing breakdown is as follows:

• VDOT Revenue Sharing Grant	\$1,000,000
• Tobacco Commission Reserve Fund	\$1,420,000
• <u>Developer/County</u>	<u>\$ 420,000</u>
Total estimated project cost	\$2,840,000

Attachments: Grant Resolution

Recommendation:

- Authorize the submission of a Tobacco Commission Reserve Fund grant application for the construction of the new Route 628 in the amount of \$1,420,000 through the adoption of the attached resolution; and
- Authorize the County Administrator to sign any and all documents associated with the grant application.

Motion _____
 Second _____

Fore _____
 McKay _____
 Ward _____

Gilfillan _____
 Moore _____
 Wiley _____

Jones _____
 Simpson _____

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COUNTY ADMINISTRATOR
W.W. BARTLETT

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COUNTY OF PRINCE EDWARD, VIRGINIA

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF PRINCE EDWARD, VIRGINIA**

**VIRGINIA TOBACCO INDEMNIFICATION AND COMMUNITY
REVITALIZATION COMMISSION
PROJECT ENDORSEMENT RESOLUTION**

WHEREAS, the Virginia Tobacco Indemnification and Community Revitalization Commission was created to help foster economic development in the tobacco dependent communities of Southside and Southeast Virginia; and

WHEREAS, the County of Prince Edward Board of Supervisors would like to submit a grant application for \$1,420,000 to the Reserve Fund of the Virginia Tobacco Indemnification and Community Revitalization Commission as matching funds for a Virginia Department of Transportation Revenue Sharing Highway Funds grant in the amount of \$1,000,000; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Prince Edward, Virginia, does hereby support a grant application to the Virginia Tobacco Indemnification and Community Revitalization Commission for the construction of an alternate Route 628 road providing highway access for potential economic development growth and a method to move traffic away from the congested area of the Prince Edward County School campus; and

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of Prince Edward, Virginia does hereby authorize the Board of Supervisors Chairman and County Administrator to sign all necessary grant documents to execute the application, grant reports and grant contract.

Certification

I hereby certify that the foregoing resolution was duly considered by the Board of Supervisors of the County of Prince Edward, Virginia at a regular board meeting in Prince Edward County, Virginia, at which a quorum was present and that same was passed this 11th day of August, 2009.

William G. Fore, Jr., Chairman

ATTEST:

W. W. Bartlett, County Administrator

PRINCE EDWARD COUNTY BOARD OF SUPERVISORS

MISSION STATEMENT

TO REPRESENT ALL CITIZENS, PROVIDE LEADERSHIP, CREATE VISION AND SET POLICY TO ACCOMPLISH EFFECTIVE CHANGE, PLANNED GROWTH AND PROVIDE ESSENTIAL SERVICES WHILE MAINTAINING AND ENHANCING THE QUALITY OF LIFE IN PRINCE EDWARD COUNTY.



County of Prince Edward
Board of Supervisors
Agenda Summary

Meeting Date: August 11, 2009
 Item No.: 10
 Department: Economic Development Office
 Staff Contact: Sharon Carney, Director Economic Development
 Issue: STEPS Tobacco Commission Grant

Summary:

Prince Edward County has been asked by STEPS, Incorporated to partner with their organization to apply for an Economic Development Tobacco Commission Grant in the amount of \$145,848, for building improvements to their facility in Farmville at the Old Craddock Terry Building. The building will be updated with new doors, HVAC, roof, etc to enable STEPS to start up a Secure Document Destruction Company. The \$145,848 is the amount of the County's annual allocation by the Tobacco Commission Economic Development grants as of June 2009.

It is projected that the company will provide 16 new jobs and over \$800,000 in investment at the Farmville facility. In addition to the proposed Tobacco Commission funds, \$300,000 has been applied for through a Fiscal Year 2010 Appropriation Request by Congressman Perriello's office. The remaining funds of \$345,152 will be provided from other potential grant funding sources, annual financial support by the 6 counties that STEPS currently receives financial funding from or financing alternatives to be repaid from STEPS business operations.

(Appomattox; Buckingham; Charlotte; Cumberland; Lunenburg and Prince Edward Counties)

Attachments:

- Board of Supervisors Resolution
- Letter from Ms. Sharon Harrup, Chief Executive Director for STEPS, Incorporated.

Recommendation:

- Through the adoption of the attached resolution, approve the request by STEPS, Incorporated for the County to apply for an Economic Development Tobacco Commission Grant in the amount of \$145,848 for improvements to the old Craddock Terry Building and;
- Authorize the County Administrator to sign any and all documents associated with the grant application and grant agreement with the Tobacco Commission.

Motion _____
 Second _____

Fore _____
 McKay _____
 Ward _____

Gilfillan _____
 Moore _____
 Wiley _____

Jones _____
 Simpson _____

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COUNTY OF PRINCE EDWARD, VIRGINIA

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF PRINCE EDWARD, VIRGINIA**

**VIRGINIA TOBACCO INDEMNIFICATION AND COMMUNITY
REVITALIZATION COMMISSION
PROJECT ENDORSEMENT RESOLUTION**

WHEREAS, the Virginia Tobacco Indemnification and Community Revitalization Commission was created to help foster economic development in the tobacco dependent communities of Southside and Southeast Virginia; and

WHEREAS, the County of Prince Edward Board of Supervisors would like to submit a grant application for \$145,848 to the Virginia Tobacco Indemnification and Community Revitalization Commission utilizing the Southside Economic Development Tobacco Grant allocations, of which \$145,848 is currently available for Prince Edward County as of the June 2009 Southside Tobacco Grant Allocation; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Prince Edward, Virginia, does hereby support a grant application to the Virginia Tobacco Indemnification and Community Revitalization Commission for building improvements to the Old Craddock Terry building, for the development of a new Secure Document Destruction business, creating 16 new full time jobs and representing over \$800,000 in investment at the STEPS Farmville facility; and

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of Prince Edward, Virginia does hereby authorize the Board of Supervisors Chairman and/or County Administrator to sign all necessary grant documents to execute the application, grant reports and grant contract.

Certification

I hereby certify that the foregoing resolution was duly considered by the Board of Supervisors of the County of Prince Edward, Virginia at a regular board meeting in Prince Edward County, Virginia, at which a quorum was present and that same was passed this 11th day of August, 2009.

William G. Fore, Jr., Chairman

ATTEST:

W. W. Bartlett, County Administrator

PRINCE EDWARD COUNTY BOARD OF SUPERVISORS

MISSION STATEMENT

TO REPRESENT ALL CITIZENS, PROVIDE LEADERSHIP, CREATE VISION AND SET POLICY TO ACCOMPLISH EFFECTIVE CHANGE, PLANNED GROWTH AND PROVIDE ESSENTIAL SERVICES WHILE MAINTAINING AND ENHANCING THE QUALITY OF LIFE IN PRINCE EDWARD COUNTY.



Administrative Offices • 225 Industrial Park Road • Farmville, Virginia 23901

(434) 315-5909 • Fax: (434) 315-0246

August 3, 2009

Prince Edward Board of Supervisors and Mr. Wade Bartlett, County Administrator
P.O. Box 382
Farmville, VA 23901

Dear Members of the Board of Supervisors and Mr. Bartlett,

On behalf of the entire STEPS family, I want to thank you for your ongoing support of our mission to ensure people with disabilities have the opportunity to work. Your support has been an integral part of our success here in Prince Edward County. I am writing to once again ask for your help.

As you know STEPS has identified secure shredding as a line of business that would provide stable jobs for our citizens with disabilities. We have the available square footage in the Farmville Job Training and Manufacturing plant, but this space is in desperate need of improvements.

I am writing in the hope that you will agree to partner with STEPS on an application to the Tobacco Indemnification Fund to complete essential improvements to our Farmville plant. The approximate \$143,000.00 would allow us to renovate 10,000 square feet of the building to house this new operation. The most pressing needs are a new roof and the installation of a number of security features which are required to meet very strict certification mandates.

I am hopeful that you will look favorably upon my request. Thank you for your consideration.

Most Sincerely,


Sharon L. Harrup, MS
CEO



County of Prince Edward
Board of Supervisors
Agenda Summary

Meeting Date: August 11, 2009
Item No.: 11
Department: Planning and Community Development
Staff Contact: Jonathan Pickett
Issue: Authorize Public Hearing- Floodplain Ordinance

Summary: The County has recently received new floodplain maps for the county, the first update since 1977. Due to the map revisions, the county will need to amend the existing county floodplain ordinance to take into account new federal language as well as to incorporate the new map effective dates into the ordinance. Attached is the proposed draft ordinance. This draft represents a substantial rewrite of the ordinance and has been approved by the state.

Attachments: Proposed Amendments to County Floodplain Ordinance

Recommendation: Authorize a public hearing for the September 8, 2009 Board meeting to gather citizen input on the amended ordinance.

Motion _____
Second _____

Fore _____
McKay _____
Ward _____

Gilfillan _____
Moore _____
Wiley _____

Jones _____
Simpson _____

Article D. Floodplain Districts

Division I General Provisions

Section 54-31. Purpose.

The purpose of these provisions is to prevent: the loss of life and property, the creation of health and safety hazards, the disruption of commerce and governmental services, the extraordinary and unnecessary expenditure of public funds for flood protection and relief, and the impairment of the tax base by

- A. regulating uses, activities, and development which, alone or in combination with other existing or future uses, activities, and development, will cause unacceptable increases in flood heights, velocities, and frequencies;
- B. restricting or prohibiting certain uses, activities, and development from locating within districts subject to flooding;
- C. requiring all those uses, activities, and developments that do occur in flood-prone districts to be protected and/or flood-proofed against flooding and flood damage; and,
- D. protecting individuals from buying land and structures which are unsuited for intended purposes because of flood hazards.

Section 54-32. Applicability

This article applies to all unincorporated lands within Prince Edward County and identified as being in the 100-year floodplain by the Federal Insurance Administration.

Section 54-33. Compliance Liability

- A. No land shall hereafter be developed and no structure shall be located, relocated, constructed, reconstructed, enlarged, or structurally altered except in full compliance with the terms and provisions of this article and any other applicable ordinances and regulations which apply to uses within the jurisdiction of this article.
- B. The degree of flood protection sought by the provisions of this article is considered reasonable for regulatory purposes and is based on acceptable engineering methods of study. Larger floods may occur on rare occasions. Flood heights may be increased by man-made or natural causes, such as ice jams and bridge openings restricted by debris. This ordinance does not imply that districts outside the floodplain district, or that land uses permitted within such district will be free from flooding or flood damages.
- C. Records of actions associated with administering this ordinance shall be kept on file and maintained by the Zoning Officer.

- D. This article shall not create liability on the part of Prince Edward County or any officer or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made thereunder.

Section 54-34. Abrogation and Greater Restrictions

This article supersedes any ordinance currently in effect in flood-prone districts. However, any underlying ordinance shall remain in full force and effect to the extent that its provisions are more restrictive than this article.

Section 54-35. Severability

If any section, subsection, paragraph, sentence, clause, or phrase of this article shall be declared invalid for any reason whatever, such decision shall not affect the remaining portions of this article. The remaining portions shall remain in full force and effect; and for this purpose, the provisions of this article are hereby declared to be severable.

Section 54.36. Penalty for Violations

Any person who fails to comply with any of the requirements or provisions of this article or directions of the director of planning or any authorized employee of Prince Edward County shall be guilty of a misdemeanor and subject to the penalties therefore.

In addition to the above penalties, all other actions are hereby reserved, including an action in equity for the proper enforcement of this article. The imposition of a fine or penalty for any violation of, or noncompliance with, this article shall not excuse the violation or noncompliance or permit it to continue; and all such persons shall be required to correct or remedy such violations or non-compliances within a reasonable time. Any structure constructed, reconstructed, enlarged, altered or relocated in noncompliance with this article may be declared by Prince Edward County to be a public nuisance and abatable as such. Flood insurance may be withheld from structures constructed in violation of this article.

Division II Definitions

Section 54.56

- A. Base flood - The flood having a one percent chance of being equaled or exceeded in any given year.
- B. Base flood elevation - The Federal Emergency Management Agency designated one hundred (100)-year water surface elevation.
- C. Basement - Any area of the building having its floor sub-grade (below ground level) on all sides.
- D. Board of Zoning Appeals - The board appointed to review appeals made by individuals with regard to decisions of the Zoning Administrator in the interpretation of this article.

- E. Development - Any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.
- F. Elevated building - A non-basement building built to have the lowest floor elevated above the ground level by means of fill, solid foundation perimeter walls, pilings, or columns (posts and piers).
- G. Encroachment - The advance or infringement of uses, plant growth, fill, excavation, buildings, permanent structures or development into a floodplain, which may impede or alter the flow capacity of a floodplain.
- H. Existing manufactured home park or subdivision - a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.
- I. Expansion to an existing manufactured home park or subdivision - the preparation of additional sites by the construction of facilities for servicing the lots on which the manufacturing homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).
- J. Flood or flooding -
1. A general or temporary condition of partial or complete inundation of normally dry land areas from
 - a. the overflow of inland or tidal waters; or,
 - b. the unusual and rapid accumulation or runoff of surface waters from any source.
 2. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph 1 (a) of this definition.
 3. Mudflows which are proximately caused by flooding as defined in paragraph (a)(2) of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.
- K. Flood Insurance Rate Map (FIRM) – an official map of a community on which the Administrator has delineated both the special hazard areas and the risk premium zones applicable to the community.
- L. Flood Insurance Study (FIS) – an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudflow and/or flood-related erosion hazards.

- M. Floodplain or flood-prone area - Any land area susceptible to being inundated by water from any source.
- N. Floodproofing – any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.
- O. Floodway - The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.
- P. Freeboard - A factor of safety usually expressed in feet above a flood level for purposes of floodplain management. “Freeboard” tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization in the watershed.
- Q. Highest Adjacent Grade – the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.
- R. Historic structure - Any structure that is
1. listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
 2. certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
 3. individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or,
 4. individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either
 - a. by an approved state program as determined by the Secretary of the Interior; or,
 - b. directly by the Secretary of the Interior in states without approved programs.
- S. Lowest floor - The lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building’s lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of Federal Code 44CFR §60.3.
- T. Manufactured home - A structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. For floodplain management purposes the term manufactured home also includes park trailers, travel trailers, and other similar vehicles placed one a site for greater than 180 consecutive days.

- U. Manufactured home park or subdivision - a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.
- V. New construction - For the purposes of determining insurance rates, structures for which the “start of construction” commenced on or after September 1, 1978, and includes any subsequent improvements to such structures. For floodplain management purposes, *new construction* means structures for which *start of construction* commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.
- W. New manufactured home park or subdivision - a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.
- X. Recreational vehicle - A vehicle which is
1. built on a single chassis;
 2. 400 square feet or less when measured at the largest horizontal projection;
 3. designed to be self-propelled or permanently towable by a light duty truck; and,
 4. designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational camping, travel, or seasonal use.
- Y. Special flood hazard area - The land in the floodplain subject to a one (1%) percent or greater chance of being flooded in any given year as determined in Article 3, Section 3.2 of this article.
- Z. Start of construction - The date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, substantial improvement or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of the construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.
- AA. Structure – for floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.
- Structure*, for insurance rating purposes, means a walled and roofed building, other than a gas or liquid storage tank, that is principally above ground and affixed to a permanent site, as well as a manufactured home on a permanent foundation. For the latter purpose, the term includes a building while in the course of construction, alteration or repair, but does not include building materials or supplies intended for use in such construction, alteration or repair, unless such materials or supplies are within an enclosed building on the premises.

- BB. Substantial damage - Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.
- CC. Substantial improvement - Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the *start of construction* of the improvement. This term includes structures which have incurred *substantial damage* regardless of the actual repair work performed. The term does not, however, include either:
 - 1. any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions, or
 - 2. any alteration of a *historic structure*, provided that the alteration will not preclude the structure’s continued designation as a *historic structure*.
- DD. Watercourse - A lake, river, creek, stream, wash, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur.
- EE. Violation - means the failure of a structure or other development to be fully compliant with the community's flood plain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this ordinance is presumed to be in violation until such time as that documentation is provided.

Division III Establishment of Districts

Section 54-76 Basis of Districts

The various floodplain districts shall include special flood hazard areas. The basis for the delineation of these districts shall be the Flood Insurance Study (FIS) and the Flood Insurance Rate Maps (FIRM) for Prince Edward County prepared by the Federal Emergency Management Agency, Federal Insurance Administration, dated October 2, 2009, as amended.

- 1. The Floodway District is delineated, for purposes of this article, using the criterion that certain areas within the floodplain must be capable of carrying the waters of the one hundred (100)-year flood without increasing the water surface elevation of that flood more than one (1) foot at any point. The areas included in this District are specifically defined in the above-referenced Flood Insurance Study and shown on the accompanying Flood Boundary and Floodway Map or Flood Insurance Rate Map.
- 2. The Special Floodplain District shall be those areas identified as an AE Zone on the maps accompanying the Flood Insurance Study for which one hundred (100)-year flood elevations have been provided.

3. The Approximated Floodplain District shall be those areas identified as an A Zone on the maps accompanying the Flood Insurance Study. In these zones, no detailed flood profiles or elevations are provided, but the one hundred (100)-year floodplain boundary has been approximated.

Section 54-77 Overlay Concept

1. The Floodplain Districts described above shall be overlays to the existing underlying districts as shown on the Official Floodplain Ordinance Map, and as such, the provisions for the floodplain districts shall serve as a supplement to the underlying district provisions.
2. If there is any conflict between the provisions or requirements of the Floodplain Districts and those of any underlying district, the more restrictive provisions and/or those pertaining to the floodplain districts shall apply.
3. In the event any provision concerning a Floodplain District is declared inapplicable as a result of any legislative or administrative actions or judicial decision, the basic underlying provisions shall remain applicable.

Section 54-78 Official Floodplain Map

The boundaries of the Special Flood Hazard Area and Floodplain Districts are established as shown on the Flood Boundary and Floodway Map and/or Flood Insurance Rate Map which is declared to be a part of this article and which shall be kept on file at the Prince Edward County Planning office.

Section 54-79 District Boundary Changes

The delineation of any of the Floodplain Districts may be revised by Prince Edward County where natural or man-made changes have occurred and/or where more detailed studies have been conducted or undertaken by the U. S. Army Corps of Engineers or other qualified agency, or an individual documents the need for such change. However, prior to any such change, approval must be obtained from the Federal Insurance Administration.

Section 54-80 Interpretation of District Boundaries

Initial interpretations of the boundaries of the Floodplain Districts shall be made by the Zoning Officer. Should a dispute arise concerning the boundaries of any of the Districts, the Board of Zoning Appeals shall make the necessary determination. The person questioning or contesting the location of the District boundary shall be given a reasonable opportunity to present his case to the Board and to submit his own technical evidence if he so desires.

Section 54-81 Submitted Technical Data

A community's base flood elevation may increase or decrease resulting from physical changes affecting flooding conditions. As soon as practicable, but not later than six months after the date such information becomes available, a community shall notify the Federal Insurance Administrator of the changes by submitting technical or scientific data. Such a submission is necessary so that upon confirmation of those

physical changes affecting flooding conditions, risk premium rates and flood plain management requirements will be based upon current data.

Division IV District Provisions

Section 54-96 Permit and Application Requirements

A. Permit Requirement

All uses, activities, and development occurring within any floodplain district shall be undertaken only upon the issuance of a zoning permit. Such development shall be undertaken only in strict compliance with the provisions of the article and with all other applicable codes and ordinances, as amended, such as the Virginia Uniform Statewide Building Code (VA USBC) and Prince Edward County's Subdivision Regulations. Prior to the issuance of any such permit, the Zoning Officer shall require all applications to include compliance with all applicable state and federal laws. Under no circumstances shall any use, activity, and/or development adversely affect the capacity of the channels or floodways of any watercourse, drainage ditch, or any other drainage facility or system.

B. Alteration or Relocation of a Watercourse

Prior to any proposed alteration or relocation of any channel or of any watercourse within this jurisdiction, a permit shall be obtained from the U. S. Army Corps of Engineers, the Virginia Department of Environmental Quality, and the Virginia Marine Resources Commission (a joint permit application is available from any one of these organizations). Further notification of the proposal shall be given to all adjacent jurisdictions, the Division of Dam Safety and Floodplain Management (Department of Conservation and Recreation), and the Federal Insurance Administration.

C. Site Plans and Permit Applications

All applications for development within any floodplain district and all building permits issued for the floodplain shall incorporate the following information:

1. The elevation of the Base Flood at the site.
2. The elevation of the lowest floor (including basement).
3. For structures to be flood-proofed (non-residential only), the elevation to which the structure will be flood-proofed.
4. Topographic information showing existing and proposed ground elevations.

Section 54-97 General Standards

In all special flood hazard areas the following provisions shall apply:

- A. New construction and substantial improvements shall be according to the VA USBC, and anchored to prevent flotation, collapse or lateral movement of the structure.
- B. Manufactured homes shall be anchored to prevent flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This standard shall be in addition to and consistent with applicable state requirements for resisting wind forces.
- C. New construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.
- D. New construction or substantial improvements shall be constructed by methods and practices that minimize flood damage.
- E. Electrical, heating, ventilation, plumbing, air conditioning equipment and other service facilities, including duct work, shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
- F. New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system.
- G. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters.
- H. On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.
- I. Any alteration, repair, reconstruction or improvements to a building that is in compliance with the provisions of this ordinance shall meet the requirements of “new construction” as contained in this ordinance.
- J. Any alteration, repair, reconstruction or improvements to a building that is not in compliance with the provisions of this ordinance, shall be undertaken only if said non-conformity is not furthered, extended, or replaced.
- K. Prior to any proposed alteration or relocation of any channels or of any watercourse, stream, etc., within this jurisdiction a permit shall be obtained from the U. S. Corps of Engineers, the Virginia Department of Environmental Quality, and the Virginia Marine Resources Commission (a joint permit application is available from any of these organizations). Furthermore, notification of the proposal shall be given by the applicant to all affected adjacent jurisdictions, the Department of Conservation and Recreation (Division of Dam Safety and Floodplain Management) and the Federal Insurance Administration.
- L. The flood carrying capacity within an altered or relocated portion of any watercourse shall be maintained.

Section 54-98 Specific Standards

In all special flood hazard areas where base flood elevations have been provided in the Flood Insurance Study or generated according to Article 4, section 4.4 (A), the following provisions shall apply:

A. Residential Construction

New construction or substantial improvement of any residential structure (including manufactured homes) shall have the lowest floor, including basement, elevated no lower than 1 foot above the base flood elevation.

B. Non-Residential Construction

New construction or substantial improvement of any commercial, industrial, or non-residential building (or manufactured home) shall have the lowest floor, including basement, elevated to no lower than 1 foot above the base flood elevation. Buildings located in all A, AE, and AH zones may be flood-proofed in lieu of being elevated provided that all areas of the building components below the elevation corresponding to the BFE plus one foot are water tight with walls substantially impermeable to the passage of water, and use structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied.

C. Elevated Buildings

Enclosed areas, of new construction or substantially improved structures, which are below the regulatory flood protection elevation shall:

1. not be designed or used for human habitation, but shall only be used for parking of vehicles, building access, or limited storage of maintenance equipment used in connection with the premises. Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment (standard exterior door), or entry to the living area (stairway or elevator).
2. be constructed entirely of flood resistant materials below the regulatory flood protection elevation;
3. in the Coastal High Hazard District, follow the standards for elevation outlined in Article 4, Section 4.9.
4. include, in Zones A, AO, and AE, measures to automatically equalize hydrostatic flood forces on walls by allowing for the entry and exit of floodwaters. To meet this requirement, the openings must either be certified by a professional engineer or architect or meet the following minimum design criteria:
 - a. Provide a minimum of two openings on different sides of each enclosed area subject to flooding.
 - b. The total net area of all openings must be at least one (1) square inch for each square foot of enclosed area subject to flooding.
 - c. If a building has more than one enclosed area, each area must have openings to allow floodwaters to automatically enter and exit.

- d. The bottom of all required openings shall be no higher than one (1) foot above the adjacent grade.
 - e. Openings may be equipped with screens, louvers, or other opening coverings or devices, provided they permit the automatic flow of floodwaters in both directions.
 - f. Foundation enclosures made of flexible skirting are not considered enclosures for regulatory purposes, and, therefore, do not require openings. Masonry or wood underpinning, regardless of structural status, is considered an enclosure and requires openings as outlined above.
- D. Standards for Manufactured Homes and Recreational Vehicles
- 1. All manufactured homes placed, or substantially improved, on individual lots or parcels, in expansions to existing manufactured home parks or subdivisions, in a new manufactured home park or subdivision or in an existing manufactured home park or subdivision on which a manufactured home has incurred substantial damage as the result of a flood, must meet all the requirements for new construction, including the elevation and anchoring requirements in Article 4, section 4.2 (A) and (B), and section 4.3 (A).
 - 2. All manufactured homes placed or substantially improved in an existing manufactured home park or subdivision in which a manufactured home has **not** incurred substantial damage as the result of a flood shall elevated so that either
 - a. the lowest floor of the manufactured home is elevated no lower than 1 foot above the base flood elevation; or
 - b. the manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade
 - c. and be securely anchored to the adequately anchored foundation system to resist flotation, collapse and lateral movement.
 - 3. All recreational vehicles placed on sites must either
 - a. be on the site for fewer than 180 consecutive days;
 - b. be fully licensed and ready for highway use (a recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices and has no permanently attached additions); or,
 - c. meet all the requirements for manufactured homes in Article 4, section 4.3 (D).

Section 54-100 Standards for the Floodway District

The following provisions shall apply within the Floodway District:

- A. Encroachments, including fill, new construction, substantial improvements and other developments are prohibited unless certification (with supporting technical data) by a registered professional engineer is provided demonstrating that encroachments shall not result in any increase in flood levels during occurrence of the base flood.

Development activities which increase the water surface elevation of the base flood may be allowed, provided that the applicant first applies – with Prince Edward County’s endorsement –

for a conditional Flood Insurance Rate Map and floodway revision, and receives the approval of the Federal Emergency Management Agency.

- B. If Article 4, Section 4.6 (A) is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Article 4.
- C. The placement of manufactured homes (mobile homes) is prohibited, except in an existing manufactured homes (mobile homes) park or subdivision. A replacement manufactured home may be placed on a lot in an existing manufactured home park or subdivision provided the anchoring, elevation, and encroachment standards are met.

Section 54-102 Standards for the Special Floodplain District

The following provisions shall apply within the Special Floodplain District:

Until a regulatory floodway is designated, no new construction, substantial improvements, or other development (including fill) shall be permitted within the areas of special flood hazard, designated as Zones A and AE on the Flood Rate Insurance Map, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development will not increase the water surface elevation of the base flood more than one foot at any point within Prince Edward County.

Development activities in Zones A, AE, and AH, on Prince Edward County's Flood Insurance Rate Map which increase the water surface elevation of the base flood by more than one foot may be allowed, provided that the applicant first applies – with Prince Edward County's endorsement – for a conditional Flood Insurance Rate Map revision, and receives the approval of the Federal Emergency Management Agency.

Section 54-104 Standards for Approximated Floodplain

The following provisions shall apply with the Approximate Floodplain District:

The Approximated Floodplain District shall be that floodplain area for which no detailed flood profiles or elevations are provided, but where a one hundred (100)-year floodplain boundary has been approximated. Such areas are shown as Zone A on the maps accompanying the Flood Insurance Study. For these areas, the one hundred (100)-year flood elevations and floodway information from federal, state, and other acceptable sources shall be used, when available. Where the specific one hundred (100)-year flood elevation cannot be determined for this area using other sources of data, such as the U. S. Army Corps of Engineers Floodplain Information Reports, U. S. Geological Survey Flood-Prone Quadrangles, etc., then the applicant for the proposed use, development and/or activity shall determine this elevation in accordance with hydrologic and hydraulic engineering techniques. Hydrologic and hydraulic analyses shall be undertaken only by professional engineers or others of demonstrated qualifications, who shall certify that the technical methods used correctly reflect currently-accepted technical concepts. Studies, analyses, computations, etc., shall be submitted in sufficient detail to allow a thorough review by the Department of Planning and Community Development.

When such base flood elevation data is utilized, the lowest floor shall be 1 foot above the base flood elevation. During the permitting process, the applicant shall obtain:

- 1) the elevation of the lowest floor (including the basement) of all new and substantially improved structures; and,

- 2) if the structure has been flood-proofed in accordance with the requirements of this article, the elevation to which the structure has been flood-proofed.

Section 54-108 Standards for Subdivision Proposals

- A. All subdivision proposals shall be consistent with the need to minimize flood damage;
- B. All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage;
- C. All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards.

DIVISION V - VARIANCES: FACTORS TO BE CONSIDERED

In passing upon applications for Variances, the Board of Zoning Appeals shall satisfy all relevant factors and procedures specified in other sections of the zoning ordinance and consider the following additional factors:

- A. The showing of good and sufficient cause.
- B. The danger to life and property due to increased flood heights or velocities caused by encroachments. No variance shall be granted for any proposed use, development, or activity within any Floodway District that will cause any increase in the one hundred (100)-year flood elevation.
- C. The danger that materials may be swept on to other lands or downstream to the injury of others.
- D. The proposed water supply and sanitation systems and the ability of these systems to prevent disease, contamination, and unsanitary conditions.
- E. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owners.
- F. The importance of the services provided by the proposed facility to the community.
- G. The requirements of the facility for a waterfront location.
- H. The availability of alternative locations not subject to flooding for the proposed use.
- I. The compatibility of the proposed use with existing development and development anticipated in the foreseeable future.
- J. The relationship of the proposed use to the comprehensive plan and floodplain management program for the area.

- K. The safety of access by ordinary and emergency vehicles to the property in time of flood.
- L. The expected heights, velocity, duration, rate of rise, and sediment transport of the flood waters expected at the site.
- M. The repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
- N. Such other factors which are relevant to the purposes of this ordinance.

The Board of Zoning Appeals may refer any application and accompanying documentation pertaining to any request for a variance to any engineer or other qualified person or agency for technical assistance in evaluating the proposed project in relation to flood heights and velocities, and the adequacy of the plans for flood protection and other related matters.

Variances shall be issued only after the Board of Zoning Appeals has determined that the granting of such will not result in (a) unacceptable or prohibited increases in flood heights, (b) additional threats to public safety, (c) extraordinary public expense; and will not (d) create nuisances, (e) cause fraud or victimization of the public, or (f) conflict with local laws or ordinances.

Variances shall be issued only after the Board of Zoning Appeals has determined that the variance will be the minimum required to provide relief.

The Board of Zoning Appeals shall notify the applicant for a variance, in writing, that the issuance of a variance to construct a structure below the one hundred (100)-year flood elevation (a) increases the risks to life and property and (b) will result in increased premium rates for flood insurance.

A record shall be maintained of the above notification as well as all variance actions, including justification for the issuance of the variances. Any variances that are issued shall be noted in the annual or biennial report submitted to the Federal Insurance Administrator.

DIVISION VI – EXISTING STRUCTURES IN FLOODPLAIN AREAS

A structure or use of a structure or premises which lawfully existed before the enactment of these provisions, but which is not in conformity with these provisions, may be continued subject to the following conditions:

- A. Existing structures in the Floodway Area shall not be expanded or enlarged unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practices that the proposed expansion would not result in any increase in the base flood elevation.
- B. Any modification, alteration, repair, reconstruction, or improvement of any kind to a structure and/or use located in any flood plain areas to an extent or amount of less than fifty (50) percent of its market value shall conform to the VA USBC.
- C. The modification, alteration, repair, reconstruction, or improvement of any kind to a structure and/or use, regardless of its location in a floodplain area to an extent or amount of fifty (50) percent or more of its market value shall be undertaken only in full compliance with this ordinance and shall require the entire structure to conform to the VA USBC.

DIVISION VII - ENACTMENT

ENACTED AND ORDAINED THIS ____ DAY OF _____, 20___. This ordinance shall become effective upon passage.

Signed

Attested



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

Meeting Date: August 11, 2009
Item No.: 12
Department: County Administrator
Staff Contact: Wade Bartlett
Issue: Public Participation Process

Summary: At the July Board meeting, Supervisor Gilfillan asked that the Board consider establishing a process to manage the questions asked by citizens during Public Participation. As a follow-up, County staff submitted an inquiry to the Virginia Institute of Government to see what solutions other counties have developed. Attached for your review and consideration are the responses we received from that inquiry.

Attachments: VIG Inquiry Responses.

Recommendation: The Board will wish to consider the establishment of a system for responding to questions from citizens during Public Participation.

Motion _____
Second _____

Fore _____
McKay _____
Ward _____

Gilfillan _____
Moore _____
Wiley _____

Jones _____
Simpson _____

Sarah Puckett

From: Tedd Povar [tep3e@virginia.edu]
Sent: Monday, July 27, 2009 2:37 PM
To: Sarah Puckett
Subject: Inquiry response: Public comment period response process

Prince William County

The Prince William County Board of Supervisors directs the County Executive to request staff to respond to citizens making requests/comments during a Board meeting. The responses may be in writing or by phone. Responses are only made to citizens who have a complaint or question. Each request is placed on a tracking system so it can be monitored.

Cynthia Young
cyoung@pwcgov.org

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Tedd
VA IoG

Sarah Puckett

From: Tedd Povar [tep3e@virginia.edu]
Sent: Monday, July 20, 2009 3:02 PM
To: Sarah Puckett
Subject: [Norton AntiSpam] Inquiry response: Public comment period response process

From Chesterfield County

Chesterfield County does not have a formal process for responding to citizens' comments and requests made during the public comment period. Depending upon the issue, the Chairman may just thank the citizens for their comments or he may request that the County Administrator respond or have another staff person respond to the citizen. Whenever a response is requested by the Chairman, it is included in a list of follow-up actions from the Board meeting, and the appropriate staff member is provided a deadline for providing the response.

Please let me know if you need any additional information.

Janice Blakley, CMC
Clerk to the Board of Supervisors
P.O. Box 40
Chesterfield, VA 23832
(804) 748-1200
Fax (804) 717-6297
Blakleyj@chesterfield.gov

=====

Tedd
VA IoG

Sarah Puckett

From: Tedd Povar [tep3e@virginia.edu]
Sent: Monday, July 20, 2009 11:19 AM
To: Sarah Puckett
Subject: [Norton AntiSpam] Inquiry response: Public comment period response process

From the town of Rocky Mount

Here is how we do it, but I can't swear that it is the best:

We have two public comment periods. One is associated with all public hearings and the other is associated with a "hearing of citizens" section of our regular agenda.

Technically, the public can not ask questions during those periods, but questions are at times allowed if they appear to be genuinely trying to inform versus being rhetorical in nature. An example would be a citizen asking a question about a proposed development or asking for clarification on a zoning ordinance. Non-rhetorical questions that are asked during the "hearing of citizens" section are answered on the spot if an answer is available. This is either through the Council, the Manager or Department Heads (who attend the meeting).

The right to determine if a question is legitimate rests with the Mayor, but the difference between the two types of questions are obvious. A question such as "why did you create such a bone headed traffic pattern" is typically ignored and met with "thank you for your comments" whereas a question such as "I am having trouble with my cable connection and can't get a response from the cable company, who should I contact?" will get a response and probably a follow-up letter.

Questions that cannot be answered on the spot are added to the follow-up tracking system maintained by the Town Clerk. This is a running spread sheet of items for follow-up from Council meetings and the staff members they are assigned to. This is a system that the clerk and I developed to keep citizen issues from "falling through the cracks".

Typically the Clerk and I review the follow-up list after a meeting and make assignments to departments as needed. Even though the department heads in question were at the meeting, a memo outlining the follow-up needed is drafted to them and a copy placed in my management file for the department in question. The clerk is then instrumental in helping my office track the requests and to go over pending requests during regular meetings with the department heads. All follow-up requests are typically resolved within a week after the meeting.

C. James Ervin
Town of Rocky Mount
345 Donald Ave
Rocky Mount VA 24523
V:540.483.7660
C:540.493.3750
jervin@rockymountva.org

=====

Henrico County

Henrico County does not have a lot of citizens who address our Board during the public comment period and we do not have a formal procedure for following up with those citizens. In some cases, Board members or the County Manager may respond to the citizen during the meeting and in other cases our officials simply listen to the speaker without comment. If the citizen raises questions or concerns about County government services or programs, the County Manager will typically take notes and follow up with the citizen within several days of the meeting by telephone either directly or by having the appropriate agency head do so. Occasionally, the County Manager may request the appropriate agency head to meet with the citizen outside the Board Room while the meeting is in progress after the citizen finishes addressing the Board if the agency head is present. If the comments do not pertain to a County government issue or do not require a response, then the comments are simply acknowledged at the meeting by a verbal thank you from the Chairman of the Board.

Please advise if you have any questions or need additional information.

Barry R. Lawrence
Assistant to the County Manager
County of Henrico
P.O. Box 90775
Henrico, Virginia 23273-0775
Tel.: (804) 501-4318
Fax: (804) 501-4162
E-mail: law03@co.henrico.va.us

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Washington County

Washington County's policy regarding queries made during its monthly Public Comment period are as follows:

- 1). Questions posed are NOT answered during the Comment period scheduled at the beginning of the Agenda (Board and staff are prohibited from engaging speakers in any way during the Comment period – it's for listening to the public only).
- 2). Board members may request staff to follow up on queries or matters raised during the Comment period during the Board Member Reports period at the end of the Agenda.

The Recording Clerk takes notes as to questions/matters raised and forwards same to County Administrator within a day or two of the meeting (regardless of whether the Board instructs follow-up.) The County Administrator at his discretion may then do his own follow-up through the appropriate staff to address the question/issue if it appears to be something that could/should be administratively handled. The County Administrator does not usually advise the full Board as to follow-up actions taken unless specifically asked (typically the respective District Supervisors of the involved speakers will check with the County Administrator as to follow-up actions).

The public is advised that their questions/issued will NOT be immediately addressed at the meeting in a statement on the sign-up sheet to speak as well as verbally by the Chairman read prior to the opening of the Comment period. Comments are strictly limited to three minutes per speaker using a timer, and a total of up to 30 minutes is allotted on the Agenda for the Comment period (about 10 speakers maximum).

We do NOT allow speakers to talk about any subject during the Comment period – only those matters "germane" and "actionable" to the Board of Supervisors or the County government generally. As a example, if someone wants to talk about federal taxes or something one of the Town Councils did the Chairman will quickly intervene to advise the speaker that federal taxes or Town governmental affairs is not something the Board can act on. A speaker can be ruled out of order by the Chairman and dismissed from the Podium – if the same speaker is ruled out of order twice within a year that speaker loses his/her Comment privileges for a calendar year.

Washington County only recently reinstated its Public Comment period on the Agenda after an eight-year hiatus due to consistent abuse by several quite vocal and often bellicose citizens. We re-crafted our rules governing the Comment period to prevent any such abuse from reoccurring. So far the new rules have worked well.

Mark Reeter
County Administrator
markr@washcova.com

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Chesapeake

In Chesapeake we have a staff meeting the morning after every Council Meeting where we go over all the action items resulting from the meeting, including those from "public comments". After the meeting I send an e-mail out to the City Manager Executive Staff plus any department heads that have action items. It is up to the Deputy City Manager

overseeing the department that needs to respond to ensure timely response. Each week I look at the responses to Council that have gone out and note the date that the action item has been responded to. Every two weeks or so I e-mail the deputies with any items that I have noted have not been responded to. Depending on the type of request/comment at the meeting it may be entered into our Customer Response System as well and the department will get the request both ways and it will be tracked both ways. This is more for things like pot holes, trash pick up, etc. as opposed to 'taxes are too high'.

Anna D. Antonio
Asst. to the City Manager
adantoni@cityofchesapeake.net

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Tedd
VA IoG



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

Meeting Date: August 11, 2009
Item No.: 13
Department: County Administrator
Staff Contact: Wade Bartlett
Issue: County Administrator's Report

Summary: The County Administrator will discuss with the Board the following items:

- a. Set Date of November Board Meeting – Due to the annual VACo meeting and the Veteran’s Day Holiday, I would ask the Board to consider setting the November Board meeting date for Tuesday, November 17.
- b. Federal Wireless Broadband Grant: Letter of Support – Attached for your consideration is a draft letter of support for a federal grant to provide wireless broadband service to the County of Prince Edward. The grant applicant is DigitalBridge Communications. The County is not aware of any other applicants who are interested in providing this service to the County. There is no commitment of County funds in the project.
- c. Town’s Request for Youth Football Equipment – Attached for your consideration is a letter from the Town requesting a donation from the County of the youth football equipment. I am in the process of obtaining an inventory of the equipment and its value from the YMCA.

Attachments: Draft Letter of Support for Federal Wireless Broadband Grant
 Letter from Town of Farmville

Recommendation: a. Set Date of November Board Meeting and Authorize Advertising
 b. Authorize Letter of Support for Federal Wireless Broadband Grant
 c. Respond to the Town’s request.

Motion _____
 Second _____

Fore _____
 McKay _____
 Ward _____

Gilfillan _____
 Moore _____
 Wiley _____

Jones _____
 Simpson _____

BOARD OF SUPERVISORS

WILLIAM G. FORE, JR.
CHAIRMAN

HOWARD F. SIMPSON
VICE-CHAIRMAN

SALLY W. GILFILLAN
MATTIE P. WILEY
ROBERT M. JONES
CHARLES W. MCKAY
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LACY B. WARD



COUNTY ADMINISTRATOR
W.W. BARTLETT

POST OFFICE BOX 002
FARMVILLE, VA 23901

(434) 392-8837 VOICE
(434) 392-6683 FAX

WBARTLETT@CO.PRINCE-EDWARD.VA.LU

COUNTY OF PRINCE EDWARD, VIRGINIA

August 11, 2009

Dear RUS or NTIA Application Evaluator:

The Board of Supervisors of the County of Prince Edward is writing to express our [non-exclusive] support for the application of DigitalBridge Communications to provide fourth-generation, high-speed wireless Internet service throughout the underserved portions of Prince Edward County. We are convinced by their track record of success in launching high-speed Internet service as quickly as 6 to 9 months in unserved and underserved Internet access communities like Prince Edward County.

The mission of DigitalBridge Communications is to provide affordable, next generation broadband services. They have executed this mission with the deployment of fixed and now mobile services in 15 markets across the country since 2007. The WiMAX wireless Internet solution is very cost-effective, because service can reach over twenty times the number of households covered per network dollar than traditional wireline services, thereby maximizing the number of county citizens who are eligible to receive services.

Additionally, DigitalBridge Communications will bring jobs to this county. Beginning with network deployment and construction work straight through to sales and marketing and support positions once service is available. Also, through their unique home-based call center support model, citizens of Prince Edward County can work from home supporting DigitalBridge Communications customers here and across the country.

Prince Edward County endorses DigitalBridge Communications' as an applicant for stimulus funds to provide much needed high speed Internet service in our County. We appreciate your consideration of this funding application.

Sincerely,

W.W. Bartlett
County Administrator

cc: Congressman Tom Periello

TOWN OF FARMVILLE
Post Office Drawer 308
Farmville, Virginia 23901

Gerald J. Spates, Town Manager
Carol Anne Seal, Town Treasurer

434.392.5686
Fax 434.392.3160



COUNCIL

Sednor C. Newman, Jr., Mayor
A. D. "Cluckie" Reid, Vice Mayor
David E. Whitus
Sally Thompson
Tommy Pairet
Donald L. Hunter
Otto S. Overton
Edward L. Gordori, MD
Lisa Hriclo, Clerk of Council

August 3, 2009

Mr. Wade Bartlett
Prince Edward County Administrator
P.O. Box 382
Farmville, VA 23901

Dear ~~Mr. Bartlett~~: *WADR*

The Town of Farmville's Recreation Department is planning to operate and manage the youth football and cheerleading program for the local residences of the Town of Farmville and Prince Edward County. We are asking for your assistance in this endeavor by requesting the donation of the youth football equipment owned by the Prince Edward County to the Town of Farmville's Recreation Department. The Recreation Department is committed to reestablishing the Prince Edward and Farmville youth football program in order to benefit our local area youth. We are committed to operating a fair, safe, and fun program for local youth in the county and town who wish to participate in either the football or cheerleading program.

The youth football players that will be using the equipment will range from as young as eight years old to as old as fourteen years old as long as they do not turn fourteen before or on August 1st, 2009. We will be offering flag football for those under the age of six. The children will be divided by age and weight into three divisions. The participants will either be in minors, juniors, or varsity level depending on the age and weight of the participants in the program.

The Youth football and cheerleading program will be participating in the James River District Youth Football league along with other counties such as Charlotte County, Buckingham County, Amelia County and many more.

The youth football program will use the fields at the Fireman's Sports Arena in order to practice in preparation for games. The superintendent of the Prince Edward County Schools has giving the Town of Farmville Recreation Department permission to use the Prince Edward County High School Football field on Saturdays for home games.

Mr. Bartlett
August 3, 2009
Page 2

The youth football and cheerleading coaches will be unpaid volunteers chosen by the Recreation Department. The Recreation Department will advertise and market these positions so that all interested parties can apply to be a volunteer coach. Applicants will be reviewed on their credentials, previous experience, and any other qualifications that may apply before being selected by the Recreation Department.

The Town of Farmville Recreation Department will operate and manage the Youth Football program.

The Town of Farmville Recreation Department will assess a fee of \$35.00 for the first eligible dependent of a household and \$20.00 for an additional dependent in that household that want to participate in either cheerleading or youth football. Financially need based scholarships will be available for those that may need assistance in affording youth football and/or cheerleading.

Children in Farmville and Prince Edward County will be eligible to participate in the youth football program. The same fee will be assessed to every participating family no matter where they live in the County of Prince Edward or the Town of Farmville.

Sincerely,



Gerald J. Spates
Town Manager

GJS/wb



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

Meeting Date: August 11, 2009
Item No.: 14
Department: County Administration/County Attorney
Staff Contact: W.W. Bartlett/James R. Ennis
Issue: Closed Session

Summary: (*Sample Motion*) I move that the Prince Edward County Board of Supervisors convene in Closed Session for consultation with legal counsel for the purpose of discussing pending litigation, pursuant to the exemption provided for in Section 2.2-3711(A)(7) of the *Code of Virginia*.

Attachments: None.

Recommendation: Convene in Closed Session

Motion _____
Second _____

Fore _____
McKay _____
Ward _____

Gilfillan _____
Moore _____
Wiley _____

Jones _____
Simpson _____



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

Meeting Date: August 11, 2009
Item No.: 15
Department: County Administration
Staff Contact: W.W. Bartlett/Sarah Puckett
Issue: Correspondence

Summary:

Attachments:

- a. Citizen E-mail to Board
- b. Thank You, Dr. Patricia Watkins

Recommendation: None.

Motion _____
Second _____

Fore _____
McKay _____
Ward _____

Gilfillan _____
Moore _____
Wiley _____

Jones _____
Simpson _____

K Everhart

From: Blake Duffey [blake.duffey@gmail.com]
Sent: Tuesday, July 21, 2009 1:13 PM
To: K Everhart
Subject: Re: email problem

If you could forward the following I would appreciate it.

As a resident of the county and an IT professional, I'd like to know what the board is doing to encourage the availability of high-speed Internet to all residents. We are nearly 10 years into the millennium and it astounds me at how much of PE County has little/no options when it comes to legitimate high-speed Internet. How can businesses flourish (or even survive)? How can our children take advantage of the Internet when we cannot get access into our homes? I do not believe the county has any responsibility to *directly* provide such service - but I'd like to see the board begin a dialog with possible service providers in an attempt to expand coverage into all areas of the county. I believe bringing PE County into the twenty-first century would go a long way towards addressing economic and educational deficiencies that face our citizens.

Thank you for your consideration,
Blake Duffey

On Tue, Jul 21, 2009 at 8:17 AM, K Everhart <karineverhart@co.prince-edward.va.us> wrote:

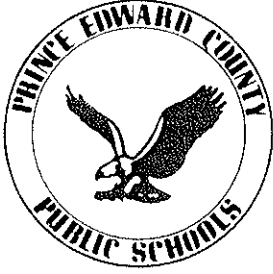
Mr. Duffey:

I have contacted the County's internet provider and am awaiting a response. I will be in contact as soon as I hear something back from them.

In the meantime, if you wish to forward any email for the Board of Supervisors to me and I will make sure they receive it.

Thank you for your patience.

Karin Everhart



Prince Edward County Public Schools

35 Eagle Drive
Farmville, Virginia 23901

Telephone 434-315-2150
Fax 434-392-1911

Patricia Watkins, Ph.D.
Superintendent

July 31, 2009

Dear Prince Edward County Board of Supervisors:

Thank you for the opportunity to have served as your superintendent of schools. In particular, I would like to thank you for your financial support and for embracing new initiatives in our school system.

It has been an honor and a privilege to serve as superintendent of the Prince Edward County Public Schools over the past three years. During this time, the work of the schools has been productive, interesting, at times challenging, but at all times worthwhile. However, I have been blessed and fortunate to have met and worked with you on my journey. Prince Edward County Public Schools will always have a special place in my heart.

Your support to the Prince Edward County Public Schools truly makes a difference.

Sincerely,

Patricia Watkins, Ph.D.
Superintendent

PW/jml



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

Meeting Date: August 11, 2009
Item No.: 16
Department: County Administration
Staff Contact: W.W. Bartlett/Sarah Puckett
Issue: Informational

Summary:

Attachments:

- a. Board of Equalization Meeting Notice
- b. Executed Real Estate Contract between the Industrial Development Authority and Prince Edward Development, LLC



Recommendation: None.

Motion _____
Second _____

Fore _____
McKay _____
Ward _____

Gilfillan _____
Moore _____
Wiley _____

Jones _____
Simpson _____



July 29, 2009

Public Notice



Prince Edward County Board of Equalization

Public Notice is hereby given that the Board of Equalization for Prince Edward County will meet on the day hereafter listed for the purpose of hearing complaints of inequalities including errors in acreage. Upon hearing such complaints, either oral or written, the Board will give consideration **AND INCREASE, DECREASE OR AFFIRM** such real estate assessments. Before a change can be granted, the taxpayer or his agent must overcome a clear presumption in favor of the assessment. The taxpayer or agent must provide substantial evidence that the assessment of the property is not uniform with the assessments of other similar properties or that the property is assessed in excess of its fair market value.

Appointments will be scheduled every 15 minutes to minimize waiting. To appear before the Board of Equalization, please call Deoniesa Bailey-Weeks at 434-392-8837, from 9:00 A.M. and 5:00 P.M. Meetings of the Board to hear objections will be held in the 3rd floor conference room of the Prince Edward County Courthouse, 111 South Street, Farmville, VA. The dates and times are:

August 25, 2009

4:00 PM to 7:00 PM

By Order of the
Prince Edward County Board of Equalization

Please do not remove until August 25, 2009.

REAL ESTATE CONTRACT

THIS Real Estate Contract (the "Contract") made this 21st day of July, 2009 (the "Effective Date"), between the parties set forth below.

RECITALS

- A. Seller is the owner in fee simple absolute of the Property (as defined below).
- B. Purchaser desires to purchase and Seller desires to sell the Property in accordance with the terms and conditions of this Agreement.
- C. These recitals are incorporated by this reference into this Agreement.

NOW, THEREFORE, in consideration of the purchase price and the mutual promises contained in this Agreement, the parties agree as follows:

- 1. **PARTIES.** The names and address of the parties to this contract are:
 - a. **Seller.** Prince Edward County Industrial Development Authority
121 East Third Street
Farmville, VA 23901
 - b. **Purchaser.** Prince Edward Development, LLC a Delaware limited liability company
5814 Jonestown Road
Harrisburg, PA 17112

- 2. **PROPERTY.** Seller agrees to sell and convey, and Purchaser agrees to purchase and pay for the following, all of which is referred to in this Contract as "Property":
 - a. **Description.** The Property shall mean the lot or parcel of land ("Land") consisting of approximately ninety-four (94) acres, more or less, of land and all improvements located thereon and appurtenances thereto, as the same is described in Exhibit "A" attached hereto.
 - b. **Appurtenances.** All of Seller's right, title and interest in and to all rights, privileges, and easements appurtenant to the Land, including, without limitation, any right, title, and interest of Seller in and to any and all easements, adjacent streets, roads, alleys, rights-of-way, tenements, hereditaments, appendages, privileges and appurtenances pertaining thereto.

3. **PURCHASE PRICE.** Subject to the conditions of this Contract, Purchaser agrees to pay the following Purchase Price in the following manner:

a. **Total Amount.** The total amount of the Purchase Price shall be Three Hundred Seventy-Six Thousand Dollars and no cents (\$376,000.00).

b. **Payment.** The total amount of the Purchase Price shall be paid in cash by wire transfer at Closing less deposits previously paid.

4. **ESCROW DEPOSIT.** Upon execution of this Contract, Purchaser shall deliver to Escrow Agent, who shall be the *Treasurer of Prince Edward County, Virginia*, a cash deposit of Twenty-Five Thousand Dollars and no cents (\$25,000.00), which shall serve as an Escrow Deposit, to be held and disbursed as provided herein.

5. **TITLE COMMITMENT.** Within ninety (90) days after the Effective Date of this Contract, Purchaser, at Purchaser's sole cost and expense, shall procure or cause to be delivered to Purchaser a Commitment for Title Insurance from the Title Company in the amount of the Purchase Price. The Title Commitment shall set forth the status of the title of the Property and show all liens, claims, encumbrances, easements, rights-of-way, encroachments, reservations, and any other matters affecting the Property.

6. **SURVEY AND DUE DILIGENCE MATERIALS.** Upon execution of this Contract, Seller shall make available to Purchaser a copy of Seller's most recent survey of the Property (the "Survey"), all environmental studies, topographical studies, geotechnical studies, engineering studies, appraisals and other feasibility studies, site assessment studies, property examinations or other reports in the possession of Seller relating to the Property (the "Studies"). Seller agrees that Purchaser may utilize such Studies at Purchaser's sole discretion. Within ninety (90) days after the Effective Date of this Contract, Purchaser shall procure, at Purchaser's sole cost and expense a current on-the-ground Survey of the Property prepared by a surveyor acceptable to Purchaser and Purchaser's lender, if any (the old survey and the new survey, if applicable, shall be referred to herein as the "Survey"). Such survey shall be addressed to Purchaser, the Title Company and the Purchaser's Lender, if any. Such survey shall fix, locate, stake, and permanently monument all exterior boundary lines and corners of the Property, and shall include: (i) the actual dimensions of and the boundaries of the Property; (ii) field notes with a metes and bounds description of the Property; (iii) the platting and location of any improvements, flood plains affecting the Property (flood plain information may be provided by a qualified engineer, if necessary), easements, rights of way, fences, set-back lines, encroachments, overlaps, roadways or waterways and all matters referred to on the Title Commitment by volume and page reference; (iv) the surveyor's registered number and seal, the date of the survey, and a certificate reasonably satisfactory to Purchaser and addressed to

Purchaser, the Title Company and any lender selected by Purchaser; and (v) a certification that there is access to and from the Property from a publicly dedicated street or road.

If the Survey and/or a plat shows any Property boundary line as fronting on a highway, street or roadway but shows the Property boundary line as not coincident with and identical with the right-of-way line or boundary of said highway, street or roadway (that is, with any gap or vacancy shown to exist between the Property boundary line and the right-of-way or boundary of the highway, street or roadway), and if the gap or vacancy is not owned by Seller, same shall constitute a failure of condition of this Contract. If the gap or vacancy is owned by Seller, the gap or vacancy will be conveyed under the terms and conditions of this Contract at no additional cost to Purchaser so that the right-of-way or boundary of the highway, street or roadway and the Property boundary line are coincident.

7. **REVIEW OF TITLE COMMITMENT AND SURVEY.** Purchaser shall have thirty (30) days from the receipt of the Title Commitment and Survey in which to examine the same and to specify to Seller those matters which Purchaser will accept as permitted exceptions to title and the Survey (“Permitted Exceptions”), and those matters which Purchaser finds objectionable (“Title and Survey Objections”).

All of the following matters shall be Permitted Exceptions:

- a. All existing utility easements affecting the Property.
- b. Any and all of the standard printed exceptions included in a Virginia Standard Form Owners Policy of Title Insurance.

If Purchaser does not deliver to Seller a written notice specifying those matters within ninety (90) days following the effective date which are Permitted Exceptions and Title and Survey Objections within the above-stated time period, then all of the matters reflected on the Title Commitment and the Survey shall be considered to be Permitted Exceptions, except that any liens on the Property shall be Title and Survey Objections.

8. **CORRECTION OF TITLE AND SURVEY OBJECTIONS.** Within thirty (30) days after receipt of Purchaser’s Title and Survey Objections, Seller, at Seller’s sole cost and expense, shall use all reasonable efforts to correct or remove all Title Objections, give Purchaser written notice thereof, and deliver within such thirty (30) day period an amended Title Commitment and Survey reflecting the correction or deletion of such matters. If Seller fails to cause all of the Title and Survey Objections to be corrected or removed within such thirty (30) day period, Purchaser shall have the following rights:

- a. Purchaser may terminate this Contract by giving Seller and the Title Company written notice thereof, in which event the Escrow Deposit shall be

returned to Purchaser, and both parties shall be released from all further obligations under this Contract; or

- b. Purchaser may waive such Title Objections and elect to purchase the Property subject to the Title and Survey Objections not so corrected or removed, but the Purchase Price shall not be reduced.
- c. Purchaser may extend the time to correct or remove said title objections.

9. INVESTIGATIONS. From the date of this Contract until its termination or Closing, Purchaser and its representatives shall have the right, with prior notice to Seller, to enter upon the Property to conduct investigations, including without limitation, soil tests, engineering studies, planning feasibility studies, environmental inspections, a study of the availability of utilities, drainage, access, and sewer, and such other investigations as Purchaser may desire to determine the suitability of the Property for Purchaser's intended use. Seller acknowledges that during Purchaser's due diligence, it may be necessary to remove a minimum number of trees to reach the proposed project site and conduct certain investigations. Purchaser shall notify Seller prior to the removal of any trees and agree on who shall conduct the removal. Under no circumstances, either before or after closing, shall Purchaser clear cut the Property. Any net proceeds derived from the removal of such trees prior to closing shall be retained by the Seller. Seller shall not remove any trees prior to closing without Purchaser's prior consent. Purchaser shall indemnify and hold Seller harmless from and against any and all damages incurred by Seller resulting from Purchaser's activities on the Property. If the sale contemplated by this Contract fails to close for any reason, Purchaser shall restore the Property to its present condition except for the replacement of any removed trees.

10. FEASIBILITY PERIOD. Seller agrees that Purchaser shall have a period of one hundred and eighty (180) days from the Effective Date of this Contract ("Feasibility Period"), unless extended by mutual agreement to determine the suitability of the Property for Purchaser's intended use. If Purchaser decides in its sole discretion not to proceed with the purchase of the Property, Purchaser shall give Seller notice of termination on or before the expiration of the Feasibility Period, in which event this Contract shall terminate and be of no further force and effect, and Purchaser shall receive back all of the Escrow Deposit. If Purchaser decides to proceed with the purchase of the Property, Purchaser will, prior to the expiration of the Feasibility Period, deposit Twenty-Five Thousand Dollars and no cents (\$25,000.00) as additional refundable Escrow Deposit with the Escrow Agent, pursuant to the terms herein. Upon the expiration of the Feasibility Period, all Escrow Deposit(s) will only be refundable subject to any Purchaser Contingencies defined herein. In the event this Contract closes, all of the Escrow Deposits shall be credited against the Purchase Price.

11. PROPERTY CONDITION. PURCHASER AGREES THAT THIS CONTRACT HAS BEEN NEGOTIATED WITH THE UNDERSTANDING THAT THE PROPERTY IS BEING SOLD "AS IS" AND "WHERE IS" AND WITH ALL FAULTS. PURCHASER ACKNOWLEDGES THAT PURCHASER HAS NO RECOURSE AGAINST SELLER IN THE EVENT OF DISCOVERY OF ANY DEFECTS OF ANY KIND, LATENT OR PATENT.

PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS SPECIFICALLY SET FORTH HEREIN, SELLER HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, OR ANY WARRANTIES ARISING BY OPERATION OF LAW, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF HABITABILITY, SUITABILITY, AND MERCHANTABILITY, DESIGN OR FITNESS FOR ANY SPECIFIC OR PARTICULAR PURPOSE OR OF GOOD AND WORKMANLIKE CONSTRUCTION. PURCHASER ASSUMES ALL RISKS WITH RESPECT TO THE PHYSICAL CONDITION OF THE PROPERTY AND THE INCOME AND EXPENSES ATTRIBUTABLE THERETO. SELLER'S DEED WILL CONTAIN A PROVISION STATING THE TERMS OF THIS PARAGRAPH.

12. SELLER WARRANTIES.

- a. Seller has the right, title, and authority to enter into this Agreement and to perform its obligations hereunder;
- b. The entry and performance of this Agreement by Seller will not breach any other agreement with any other party or create a violation of any applicable law, rule, or regulation;
- c. There are no existing boundary, water or, drainage disputes of which the Seller has any knowledge, except as noted herein;
- d. There are no actions or proceedings instituted or threatened against the Seller regarding the Property.

13. CLOSING.

a. **Date and Place.** The Closing on the sale of the Property by Seller to Purchaser and commencement of development of the Project by the Purchaser shall occur on or before the earlier of: i) the date ninety (90) days from the satisfaction of all Purchaser Contingencies or ii) 365 days from the Effective Date of this Contract, unless otherwise extended. Notwithstanding the above, no Closing shall occur until the Purchaser or an affiliate or a related entity has executed a contract for the construction of the Project and closed on its construction loan.

b. **Closing Extension.** In the event that any Purchaser Contingencies have not been satisfied within 365 days from the Effective Date of this Contract, Purchaser will have one (1) option to extend the Closing for one (1) additional period of one hundred eighty (180) days upon the deposit of an additional refundable Escrow Deposit of Twenty-Five Thousand Dollars and no cents (\$25,000.00) with the Escrow Agent.

c. **Seller's Obligations at Closing.** At the Closing, Seller, at Purchaser's sole cost and expense, shall deliver, or cause to be delivered, to Purchaser the following:

(1) **Special Warranty Deed.** Seller shall execute and deliver a Special Warranty Deed, fully executed and acknowledged by Seller, conveying good fee simple title to the Property to Purchaser free and clear of all encumbrances, tenancies, and liens (for taxes or otherwise), subject only to the Permitted Exceptions, any Title Objections waived by Purchaser, and any liens created in connection with Purchaser's financing.

(2) **Other Instruments.** Seller, at Purchaser's expense, shall execute and deliver such other documents as are customarily executed in Virginia by a Seller in connection with the conveyance of real property, including all required closing statements, releases, affidavits, evidences of authority to execute the documents, and any other instruments that may be required by the Title Company.

(3) **Possession.** Seller shall deliver possession of the Property to Purchaser at Closing. All risk of loss or damage to the property by fire, windstorm, casualty, or other cause is assumed by Seller until Closing. In the event of substantial loss or damage to the Property before Closing, Purchaser will have the option of terminating this Agreement and receiving a refund of its deposit.

d. **Purchaser's Obligations At Closing.** At the Closing, Purchaser shall pay the Purchase Price as provided in paragraph 3, subject to any adjustments for prorations and other credits provided for in this Contract.

e. **Prorations.** All real estate taxes relating to the Property for the year of the Closing shall be prorated as of the date of Closing between Seller and Purchaser. If the amount of taxes due for that year is not known at the time of Closing, the prorations shall be based on an estimate of the taxes for the year of Closing, and when the tax information becomes available, Seller or Purchaser shall reimburse the other party for any excess amount charged to that party at the Closing. If this sale or Purchaser's use of the Property after Closing results in additional taxes, penalties, or interest (assessments) for periods before Closing, the assessments will be the obligation of Purchaser. The obligations stated in this paragraph shall survive the Closing.

f. **Closing Costs.** The Purchaser agrees to pay all the costs of Closing.

g. **Purchaser Contingencies.** The Purchaser's obligations are expressly conditioned upon the satisfaction of each of the following contingencies in the sole determination of the Purchaser. If any one of the following contingencies cannot be met the Purchaser may unilaterally terminate this Contract and receive an immediate return of the Deposit. Prior to Closing, Purchaser shall have received the following (i) Prince Edward County shall provide evidence that it will construct or cause to be constructed a new public road from the intersection of US 15 and Dominion Drive to the current SR 628 at a point south of the Poplar Forest Apartments (the "SR 628 Relocation Project"); (ii) approval and notice from the appropriate governmental authorities of all necessary permits and licenses required to authorize the use, construction, and operation of the Property for Purchaser's intended use all according to the Purchaser's plans and specifications; (iii) Purchaser shall obtain financing commitments in an amount and on terms satisfactory to Purchaser;

(iv) the County of Prince Edward shall have created, at Purchaser's expense, a community development authority (the "CDA"), upon such terms as Prince Edward County finds agreeable, which incorporates the Property within the CDA District and Purchaser shall have entered into an agreement with the CDA regarding special assessments to be levied: (1) on food and beverage sales on the Property which shall only be spent as prescribed by state law, and (2) an annual road benefit assessment relating to the SR 628 Relocation Project to recover up to a maximum of 55% of the road relocation costs; (v) receipt of evidence satisfactory to Purchaser that the Property is properly zoned for Purchaser's intended use and that any and all required variances or special use permits have been or can be obtained; (vi) the hotel/conference center site within the Property shall have been placed in the County's Enterprise Zone; (vii) Seller shall assist in applying for various state and federal grant/loan programs to pay portions of the costs of constructing, equipping or operating the Project; and (viii) Purchaser shall have entered into an Economic Development Grant Agreement with the Seller, Prince Edward County, and the CDA under terms and conditions acceptable to the Purchaser and Prince Edward County. Seller will cooperate with Purchaser in obtaining the appropriate approvals and commitments for Purchaser's intended use of the Property, so long as such approvals are contingent upon this sale closing and so long as Seller incurs no liability of any description for or on account of such approvals.

h. Seller's Contingencies. This contract is expressly made contingent upon Prince Edward County and Prince Edward Development, LLC entering into an agreement, upon mutually acceptable terms, for the relocation of a portion of State Route 628. Terms of the agreement are to include, but shall not limited to, the cost of acquisition of any necessary right of way, design costs, engineering costs and costs of construction and County's ability to secure revenue sharing from the Virginia Department of Transportation.

14. DEFAULTS AND REMEDIES

a. Purchaser's Default and Seller's Remedies.

(1) **Purchaser's Default.** Purchaser shall be deemed to be in default under this Contract if Purchaser fails or refuses to perform Purchaser's obligations at Closing for any reason other than a default by Seller or termination by Purchaser under this Contract.

(2) **Seller's Remedies.** If Purchaser defaults under this Contract, Seller, at Seller's sole option, may terminate this Contract and receive the Escrow Deposit as liquidated damages for the breach of this Contract by Purchaser, it being agreed between Seller and Purchaser that the actual damages to Seller in the event of such breach are impractical to ascertain and the amount of the Escrow Deposit is a reasonable estimate thereof.

b. Seller's Defaults and Purchaser's Remedies.

(1) **Seller's Defaults.** Seller shall be deemed to be in default under this Contract if Seller fails or refuses to perform Seller's obligations at Closing for any reason other than a default by Purchaser or termination by Seller under this Contract.

(2) **Purchaser's Remedies.** If Seller defaults under this Contract, Purchaser may, at Purchaser's sole option, do any one or more of the following:

(a) Enforce specific performance of this Contract against Seller;

(b) Terminate this contract, in which event the Escrow Deposit shall be returned to Purchaser by the Escrow Agent on receipt of written notice from Purchaser of such termination, and all obligations of both parties shall then cease.

15. **MISCELLANEOUS.**

a. **Assignment.** Purchaser may not assign or transfer its rights and obligations under this Contract at any time to any affiliate, subsidiary or related entity without Seller's prior written consent. Any assignment or transfer of rights by Purchaser to any non-related entity shall require Seller's prior, written approval. Seller may not assign or transfer its rights and obligations under this Contract at any time to any affiliate, subsidiary or related entity without Purchaser's prior written consent.

b. **Notice.** Any notice required or permitted to be delivered under this Contract shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address stated in Section 1.

c. **Virginia Law to Apply.** This Contract shall be construed under and in accordance with the laws of the Commonwealth of Virginia, and all obligations of the parties created by the Contract are performable in the county in which the Property is located.

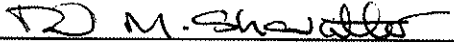
d. **Parties Bound.** This Contract shall be binding upon and inure to the benefit of the parties to this Contract and their respective heirs, executors, administrators, legal representatives, successors and assigns.

e. **Effective Date.** The Effective Date of this Contract shall be the date of the last party to sign.

f. **Entire Agreement.** This Contract, including any exhibits hereto, constitutes the entire agreement between Seller and Purchaser pertaining to the transaction contemplated hereby and fully supersedes all prior agreements and understandings between Seller and Purchaser pertaining to such transaction.

SELLER:

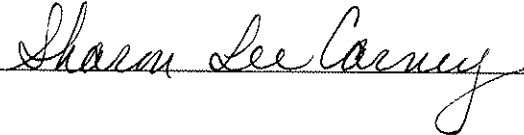
**PRINCE EDWARD COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY**

By: 
Robert M. Showalter, Chairman

Approved as to Form:

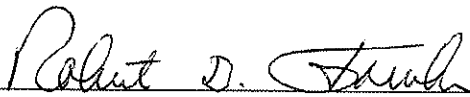

Eric A. Tinnell
Counsel for Prince Edward County IDA

WITNESS/ATTEST:



PURCHASER:

**PRINCE EDWARD DEVELOPMENT, LLC, a
Delaware Limited Liability Company**

By: 
Robert D. Fowler, Manager

WITNESS/ATTEST:

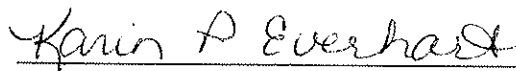


EXHIBIT "A"

PROPERTY DESCRIPTION

To be determined from new plat of survey representing 94 acres, more or less, in the Farmville Magisterial District of Prince Edward County, Virginia.



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

Meeting Date: August 11, 2009
Item No.: 17
Department: County Administration
Staff Contact: W.W. Bartlett/Sarah Puckett
Issue: Monthly Reports

Summary:

Attachments:

- a. Animal Control
- b. Building Official
- c. Cannery
- d. Prince Edward County Public Schools

Recommendation: Acceptance.

Motion _____
Second _____

Fore _____
McKay _____
Ward _____

Gilfillan _____
Moore _____
Wiley _____

Jones _____
Simpson _____



Animal Control Monthly Report

"July 2009"

Dogs		Wildlife	
Picked Up	41	Handled	0
Claimed By Owner	2	Euthanized	0
Adopted	1		
Died in Kennel	0	Livestock	
Euthanized	18	Returned to Owner	0
Transferred to SPCA	20	Died in Kennel	0
Dead on Arrival	0		
		Other Companion Animals	
Cats		Returned to Owner	0
Picked Up	57		
Claimed By Owner	0	Number of Calls to Shelter	168
Adopted	0	Summons Issued	4
Euthanized	49	Warrants Served	0
Died in Kennel	0	Days in Court	1
Transferred to SPCA	6	Nuisance Dogs	4
Dead on Arrival	0	Dangerous Dogs	0
Fees Collected	\$205.00		
Bill the Town of Farmville			
8 Cats housed (7 days each)			
Total	\$280.00	Total Fees Collected	\$205.00

S. Ray Foster & Vicki Horn, Animal Control

BUILDING OFFICE

Permits Issued Report
7/01/2009 Through 7/31/2009

BI411

ADDITIONS	- Issued	3
	- Value	\$42,640.00
	- Permit Fees	\$225.00
	- 2.00% STATE TAX	\$4.50
	- Fees Collected	\$.00
ONE & TWO FAMILY DWELLING	- Issued	7
	- Value	\$719,000.00
	- Permit Fees	\$2,184.80
	- 2.00% STATE TAX	\$43.71
	- Fees Collected	\$.00
ELECTRICAL	- Issued	20
	- Value	\$500.00
	- Permit Fees	\$1,070.00
	- 2.00% STATE TAX	\$21.40
	- Fees Collected	\$.00
FARM BUILDINGS	- Issued	1
	- Value	\$6,000.00
	- Permit Fees	\$75.00
	- 2.00% STATE TAX	\$1.50
	- Fees Collected	\$.00
MECHANICAL	- Issued	12
	- Value	\$500.00
	- Permit Fees	\$650.00
	- 2.00% STATE TAX	\$13.00
	- Fees Collected	\$.00
MANUFACTURED HOMES	- Issued	5
	- Value	\$120,600.00
	- Permit Fees	\$551.14
	- 2.00% STATE TAX	\$11.02
	- Fees Collected	\$.00
PLUMBING	- Issued	18
	- Value	\$.00
	- Permit Fees	\$1,000.00
	- 2.00% STATE TAX	\$20.00
	- Fees Collected	\$.00
REMODELING	- Issued	3
	- Value	\$143,000.00
	- Permit Fees	\$388.45
	- 2.00% STATE TAX	\$7.77
	- Fees Collected	\$.00
Total Permits	- Issued	69
Total Permits	- Value	\$1,032,240.00
Total Permits	- Permit Fees	\$6,144.39
Total Permits	- State Tax 2%	122.90
		\$6,267.29

PRINCE EDWARD COUNTY CANNERY

7916 Abilene Road
Farmville, Virginia 23901

LENA HUDDLESTON
Cannery Manager
434-223-8664
Home 434-392-4218

July 2009 Cannery Report

During the month of June, the following number of cans were canned and meat processed:

2934 (qt.)	@	.48 =	1408.32
887 (pt)	@	.40 =	354.80
240 lbs. meat	@	.20 =	48.00
70 Patrons usage	@	1.00 =	70.00
30 % out of county			67.58
62 gal.	@	1.25 =	<u>77.50</u>
TOTAL			\$2026.20

As you can see we have really been busy this past month.

L. Huddleston

dbw

Prince Edward County Public Schools
 35 Eagle Drive
 Farmville, Virginia 23901

2009 - 2010
Comparative Receipts and Expenditures
Food Service Department
Year to Date

Month of July 2009

Receipts:	Fiscal 2009			Fiscal 2010			
	Budgeted	Rec. YTD	Percent	Budgeted	Rec. YTD	Percent	Diff.
State School Food	13,408	0	0.00	13,265	0	0.00	0.00
School Breakfast	<u>0</u>	<u>0</u>	<u>0.00</u>	<u>2,124</u>	<u>0</u>	<u>0.00</u>	<u>0.00</u>
Total State	13,408	0	0.00	15,389	0	0.00	0.00
Federal Reimbursement	787,392	0	0.00	750,000	0	0.00	0.00
Cash Book - Local	<u>285,000</u>	<u>0</u>	<u>0.00</u>	<u>259,611</u>	<u>2,597</u>	<u>1.00</u>	<u>1.00</u>
Total Revenue	\$1,085,800	\$0	0.00	\$1,025,000	\$2,597	0.25	0.25
Expenditures:	Budgeted	Expended YTD	Percent	Budgeted	Expended YTD	Percent	Diff.
Salary	446,630	9,924	2.22	435,500	12,943	2.97	0.75
Fringe Benefits	175,751	3,921	2.23	104,500	2,478	2.37	0.14
Purchased Services	14,200	0	0.00	11,000	0	0.00	0.00
Materials & Supplies	110,032	532	0.48	89,800	869	0.97	0.48
Food Supplies	323,187	233	0.07	376,200	28	0.01	-0.06
Uniforms	0	0	0.00	0	0	0.00	0.00
Furniture/Equipment	16,000	0	0.00	8,000	0	0.00	0.00
Contingency Reserves	<u> </u>	<u> </u>		<u> </u>	<u> </u>		
Total Expenditures	\$1,085,800	\$14,610	1.35	\$1,025,000	\$16,318	1.59	0.25

Saved as July 09-10 Expense Compare Food Service

Prince Edward County Public Schools
 Summary Financial Report
 2009 - 2010

Fund I
 Month Ending July 31, 2009

(rounded to nearest dollar)

Revenues	Current Month	Year to Date	Budget	Variance		YTD as a Percent of Budget
				Actual Under (Over)	Budget	
From the Commonwealth:						
State Sales Tax.....	\$ 191,203	\$ 191,203	\$ 2,687,309	\$ 2,496,106		7.12
Basic School Aid.....	\$ 656,804	\$ 656,804	\$ 7,886,187	\$ 7,229,383		8.33
All Other.....	\$ 302,048	\$ 302,048	\$ 6,801,017	\$ 6,498,969		4.44
Total State.....	\$ 1,150,056	\$ 1,150,056	\$ 17,374,513	\$ 16,224,457		6.62
From the Federal Gov't.....	\$ -	\$ -	\$ 2,071,022	\$ 2,071,022		0.00
Tran. From General Fund(County)	\$ -	\$ -	\$ 7,968,567	\$ 7,968,567		0.00
Cash Book -Local.....	\$ 13,934	\$ 13,934	\$ 376,000	\$ 362,066		3.71
Total Revenues.....	\$ 1,163,990	\$ 1,163,990	\$ 27,790,102	\$ 26,626,112		4.19

Expenditures	Current Month	Year to Date	Outstanding Encumbrances	Budget	Expended & (Over) Under Budget		Expen. & as a % of Budget
					Expended & (Over) Under Budget	as a % of Budget	
1000-Instruction.....	\$ 240,826	\$ 240,826	\$ 2,195,412	\$ 21,474,190	\$ 19,037,952		11.34
2000-Admin., Health/Att.....	\$ 79,286	\$ 79,286	\$ 644,450	\$ 1,513,615	\$ 789,879		47.82
3000-Transportation.....	\$ 33,649	\$ 33,649	\$ 249,430	\$ 1,835,500	\$ 1,552,421		15.42
4000-Operation/Maintenance	\$ 99,443	\$ 99,443	\$ 570,612	\$ 1,968,450	\$ 1,298,395		34.04
5000-Food Service.....	\$ 805	\$ 805	\$ -	\$ 10,580	\$ 9,775		7.61
6000-Facilities.....	\$ -	\$ -	\$ 6,343	\$ 137,725	\$ 131,382		4.61
7000-Debt. Ser.....	\$ 525,264	\$ 525,264	\$ 324,778	\$ 850,042	\$ -		100.00
8000-Contingency Reserve	\$ -	\$ -	\$ -	\$ -	\$ -		-
Total Expenditures.....	\$ 979,273	\$ 979,273	\$ 3,991,024	\$ 27,790,102	\$ 22,819,805		17.89

Prince Edward County Public Schools
35 Eagle Drive
Farmville, Virginia 23901

**2009 - 2010
Comparative Receipts and Expenditures
Year to Date**

Month of July 2009

Receipts:	Fiscal 2009			Fiscal 2010			
	Budgeted	Rec. YTD	Percent	Budgeted	Rec. YTD	Percent	Diff.
Sales Tax	3,083,012	254,051	8.24	2,687,309	191,203	7.12	-1.13
Basic Aid	8,858,101	719,678	8.12	7,886,187	656,804	8.33	0.20
Other State	6,128,154	291,236	4.75	6,801,017	302,048	4.44	-0.31
Total State	18,069,267	1,264,965	7.00	17,374,513	1,150,056	6.62	-0.38
Federal Funds	2,403,092	190,558	7.93	2,071,022	0	0.00	-7.93
Local Funds	8,077,457	0	0.00	7,968,567	0	0.00	0.00
Cash Book	375,100	25,599	6.82	376,000	13,934	3.71	-3.12
Total Revenue	\$28,924,916	\$1,481,122	5.12	\$27,790,102	\$1,163,990	4.19	-0.93
Expenditures:	Fiscal 2009			Fiscal 2010			
	Budgeted	Expended YTD	Percent	Budgeted	Expended YTD	Percent	Diff.
Instruction	22,106,881	259,055	1.17	21,474,190	240,826	1.12	-0.05
Administration	1,590,575	156,357	9.83	1,513,615	79,286	5.24	-4.59
Transportation	2,026,900	34,952	1.72	1,835,500	33,649	1.83	0.11
Maintenance	2,045,650	98,869		1,968,450	99,443		
Food Service	10,158	0	0.00	10,580	805	7.61	7.61
Facilities	185,820	0		137,725	0		
Debt Service	958,932	583,685	60.87	850,042	525,264	61.79	0.92
Contingency Reserves							
Total Expenditures	\$28,924,916	\$1,132,918	3.92	\$27,790,102	\$979,273	3.52	-0.39

For Fiscal 2010, Technology Expenditures are included as a part of both Instruction and Administration.

Saved as July 09-10 Expense Compare

Prince Edward County Public Schools
 Food Service Department
 Summary Financial Report
 2009 - 2010

Fund 4
 Month Ending July 31, 2009

(rounded to nearest dollar)

<u>Revenues</u>	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>Variance Actual Under (Over) Budget</u>	<u>YTD as a Percent of Budget</u>
From the Commonwealth:					
State School Food	\$ -	\$ -	\$ 13,265	\$ 13,265	0.00
School Breakfast	\$ -	\$ -	\$ 2,124	\$ 2,124	0.00
Total State.....	\$ -	\$ -	\$ 15,389	\$ 15,389	0.00
Federal Reimbursement	\$ -	\$ -	\$ 750,000	\$ 750,000	0.00
Cash Book -Local.....	\$ 2,597	\$ 2,597	\$ 259,611	\$ 257,014	1.00
Total Revenues.....	\$ 2,597	\$ 2,597	\$ 1,025,000	\$ 1,022,403	0.25

<u>Expenditures</u>	<u>Current Month</u>	<u>Year to Date</u>	<u>Outstanding Encumbrances</u>	<u>Budget</u>	<u>Expended & Encumbered (Over) Under Budget</u>	<u>Expen. & Encumbrance as a % of Budget</u>
Salary	\$ 12,943	\$ 12,943	\$ 80,772	\$ 435,500	\$ 341,785	21.52
Fringe Benefits	\$ 2,478	\$ 2,478	\$ 22,529	\$ 104,500	\$ 79,493	23.93
Purchased Services	\$ -	\$ -	\$ 1,414	\$ 11,000	\$ 9,586	12.85
Materials & Supplies	\$ 869	\$ 869	\$ 197	\$ 89,800	\$ 88,734	1.19
Food Supplies	\$ 28	\$ 28	\$ 2,274	\$ 376,200	\$ 373,898	0.61
Uniforms	\$ -	\$ -	\$ -	\$ -	\$ -	0.00
Furniture/Equipment	\$ -	\$ -	\$ -	\$ 8,000	\$ 8,000	0.00
		\$ -	\$ -	\$ -	\$ -	-
Total Expenditures.....	\$ 16,318	\$ 16,318	\$ 107,186	\$ 1,025,000	\$901,496	12.05

Saved as July 08-09 MonthRept Food Service