

MISSION STATEMENT

"The mission of the Board of Supervisors of the County of Prince Edward is to represent all citizens, provide leadership, create vision and set policy to accomplish positive change and planned growth and to provide essential services, enhancing the quality of life and maintaining fiscal responsibility."

June 2016

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BOARD OF SUPERVISORS MEETING AGENDA

November 9, 2021

Due to the COVID-19 Emergency, the Prince Edward County Board of Supervisors is operating pursuant to and in compliance with its "EMERGENCY CONTINUITY OF OPERATIONS ORDINANCE." Effective August 1, 2021, the Board has re-opened meetings to in-person participation by the public; however, there is still limited available seating. Citizens are strongly encouraged to participate in meetings through in-person participation, written comments, and/or remote participation by calling: **1-844-890-7777**, **Access Code: 390313** (*If busy, please call again.*) Additionally, citizens may view the Board meeting live in its entirety at the County's YouTube Channel, the link to which is provided on the County's website.

7:00 p.m.	1.	The Chair will call to order the November meeting of the Board of Supervisors	5
	2.	Invocation	5
	3.	Pledge of Allegiance	5
	4.	Conflict of Interest Disclosures	7
	5.	Recognitions	9
	6.	<u>PUBLIC PARTICIPATION</u> : Citizens wishing to address the Board are asked to please sign the Public Participation Register prior to the beginning of the meeting.	11
	7.	Board of Supervisors Comments	13
	8.	<u>Consent Agenda:</u>	
		a. Treasurer's Report	15
		b. Approval of Minutes	19
		c. Review of Accounts & Claims/Board Mileage Reports/County Attorney Invoices	49
		d. The County Administrator reported 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.	75
	9.	<u>FY 22 Budget Amendments</u> : a. Sheriff's Office b. Prince Edward County Public Schools	77 79
	10.	Prince Edward County Public Schools ARPA Funding: Authorize Public Hearing	85
	11.	Prince Edward County Public Schools: Dr. Barbara Johnson, Superintendent	89
	12.	Virginia State Parks Update	91
	13.	VDOT Highway Matters: Scott Frederick, P.E., Resident Engineer	93
7:30 p.m.	14.	 <u>PUBLIC HEARINGS</u> – The Board will receive citizen input prior to considering action on the following: a. A request by Sandy River Outdoor Adventures for a Special Use Permit to operate a Commercial Outdoor Sports and Recreation facility with Lodging and Restaurant/Brewpub on 36.40 acres, denoted as Tax Map Parcel numbers 054-5-A, 054-5-1, 054-5-2, & 054-5-3, 054-5-4, 054-5-5, 054-5-6, 054-5-7, 054-5-8, 054-5-9, 	95
		located on Fairlea Road, Rice, VA.b. Establishment of priorities for the use of the County's \$4.4 million allocation of American Rescue Plan Act (ARPA) Funds. Allowable uses are: supporting public	125

	 health expenditures; addressing negative economic impacts caused by the public health emergency; replacing lost public sector revenue; providing premium pay for essential workers; investing in water, sewer, and broadband infrastructure. c. Amendments to the FY 22 County Budget to accept and appropriate \$2,214,510.50, the County's first tranche of ARPA Funding, as required by Section 15.2-2507 of the <i>Code of Virginia</i>. 	127
	d. A proposed ordinance by which the Board of Supervisors may provide for payment of one-time bonus/hazard pay/premium pay, to eligible county employees/officers.	129
15.	Document Management Software: Douglas P. Stanley	133
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21.	Sandy River Reservoir Update: Joe Hines, PE, Timmons Group	197
22.	<u>Closed Session</u> : 2.2-3711 (A), <i>Code of Virginia</i> a. Contract Negotiations b. Personnel	205
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	e. Prince Edward County Public Schools	213
	f. Tourism/Visitor Center	218

(NOTE: Additional agenda items may be added to the Table Pack is available for review after 4:30 p.m. on Tuesday, November 9, 2021.)



Board of Supervisors Agenda Summary

Meeting Date:	November 9, 2021
Item #:	1, 2, 3
Department:	Board of Supervisors
Staff Contact:	Douglas P. Stanley / Sarah Elam Puckett
Agenda Item:	Call to Order, Invocation, Pledge of Allegiance, Remote Participation

SUMMARY:

1. **Call To Order**: Board Chair Emert will call to order the November meeting of the Prince Edward Board of Supervisors.

In-Person Participation: While county meetings have re-opened to the public, there could still be limited seating, if social distancing is needed. To enter the Prince Edward County Courthouse, <u>unvaccinated individuals are required to wear a mask at all times and socially distance</u>. Vaccinated individuals are encouraged to wear a mask. Based on the uncertainty of social distancing requirements, the exact number of seats available in the Board/Planning Commission meeting room is uncertain. The County appreciates the public's patience as staff continues to adapt to the public safety recommendations and guidelines of the Virginia Department of Health and the CDC.

Due to the COVID-19 Emergency, the Prince Edward County Board of Supervisors is operating pursuant to and in compliance with its "EMERGENCY CONTINUITY OF OPERATIONS ORDINANCE." Effective August 1, 2021, the Board has re-opened meetings to in-person participation by the public; however, there could still be limited available seating. Citizens are strongly encouraged to participate in meetings through in-person participation, written comments, and/or remote participation by calling: **1-844-890-7777**, Access Code: **390313** (*If busy, please call again.*) Additionally, citizens may view the Board meeting live in its entirely at the County's YouTube Channel, the link to which is provided on the County's website.

- 2. Invocation
- 3. Pledge of Allegiance

COST:

ATTACHMENTS:

RECOMMENDATION:

SAMPLE MOTION:

Motion _____ Second _____ Booth _____ Cooper-Jones _____ Emert _____

Gilliam	
Jones	
Pride	

Townsend _____ Wilck _____ [This page intentionally left blank]



Board of Supervisors Agenda Summary

Meeting Date:	November 9, 2021
Item #:	4
Department:	Board of Supervisors
Staff Contact:	Douglas P. Stanley / Sarah Elam Puckett
Agenda Item:	Conflict of Interest Act Disclosures

SUMMARY:

The Chair will ask if any member of the Board of Supervisors has a conflict or disclosure regarding any item pending before the Board of Supervisors, per the requirements of the *Virginia State and Local Government Conflict of Interests Act.* A disclosure form is attached, if needed.

COST:

ATTACHMENTS:

RECOMMENDATION:

SAMPLE MOTION:

Motion _____ Second _____ Booth _____ Cooper-Jones _____ Emert _____

Gilliam	
Jones	
Pride	

Townsend _____ Wilck _____



STATEMENT OF DISCLOSURE

DECLARATION OF INTEREST

1. Transaction Under Discussion/Consideration:

2. Nature of Public Official's Personal Interest Affected by the Transaction:

3. Identify Membership in Business, Profession, Occupation or Group of Members that are Affected by the Transaction:

4. I do hereby certify and declare that I am able to participate in the above identified transaction fairly, objectively and in the public interest: Yes _____ No _____

Signature: _____ Date:_____

DECLARATION OF ACCURACY

I, the undersigned, certify that all statements in this statement of disclosure are true and correct to the best of my knowledge, are accurate and complete, and include all information required by the Virginia Conflict of Interest Act, Title 2.2, Chapter 31, of the Code of Virginia.

Signature:	Date:
Print Name	
Address	



Meeting Date:	November 9, 2021
Item No.:	5
Department:	Board of Supervisors
Staff Contact:	Douglas P. Stanley
Issue:	Recognitions

Summary: "Recognitions" is an opportunity for the Board of Supervisors to recognize achievements in our community, with a focus on the accomplishments of the students at the Prince Edward County Public Schools and Fuqua School, and our employees and our citizens volunteers who serve the County of Prince Edward.

There are no recognitions for November.

Motion_	
Second _	

Booth _____ Cooper-Jones _____ Emert _____ Gilliam _____ Jones _____ Pride _____ Townsend _____ Wilck _____

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Board of Supervisors Agenda Summary

Meeting Date:	November 9, 2021
Item #:	6
Department:	Board of Supervisors
Staff Contact:	Douglas P. Stanley / Sarah Elam Puckett
Agenda Item:	Public Participation

SUMMARY:

Public Participation is a time set aside for citizens to share their thoughts, ideas and concerns. An official record is made of each person's contribution tonight and will be directed to the County Administrator for follow-up; any necessary follow-up will be noted and tracked. Follow-up may consist of an immediate response, or planned action by the County Administrator or Board, or by placement on a future Board agenda. Tonight's agenda cannot be changed, because the public needs advance knowledge of and the opportunity to review related materials regarding items addressed by the Board. To further assist public information, the Board requests our Administrator, Attorney or county staff to immediately correct any factual error that might occur.

OPPORTUNITIES FOR PUBLIC PARTICIPATING & PUBLIC INPUT

Public Participation and Public Hearing comments for County meetings will be received by Karin Everhart, Deputy Clerk to the Board of Supervisors, using one the following methods:

- 1. <u>Written Comments</u>: Please limit word count to no more than 500 words. Comments must be received by 2:00 p.m. the day of the meeting.
 - a. <u>Mailed</u>: Board of Supervisors P.O. Box 382, Farmville, VA 23901.
 - b. <u>E-Mailed</u>: Board of Supervisors: <u>board@co.prince-edward.va.us</u> Planning Commission: <u>info@co.prince-edward.va.us</u>
- 2. <u>Verbal Comments</u>: Citizens may also participate remotely during the meeting. Using the meeting call-in information provided, citizens may phone-in to the meeting and provide comments during the Public Participation/Public Hearing portion of the agenda; however, <u>citizens must pre-register</u> with the County Administrator's Office at 434-392-8837 by 2:00 p.m. the day of the meeting. Callers must be on the line and ready to speak when called upon by the Chair. Please state your name and district of residence. Based upon the # of pre-registered speakers, the Chair will determine the time allotted to each speaker.

ATTACHMENTS: Public Participation Tracking Form

RECOMMENDATION: None.

Motion	Booth	Gilliam	Townsend
Second	Cooper-Jones	Jones	Wilck
	Emert	Pride	

PUBLIC INPUT TRACKING LOG

STATUS														
REMARK REPEAT DATE REMARK	2													
CITIZEN REMARK														
ITEM NUMBER	FI	2	m	4	ĿŨ	9	7	80	σ	10	11	12	13	14



Board of Supervisors Agenda Summary

Meeting Date:	November 9, 2021
Item #:	7
Department:	Board of Supervisors
Staff Contact:	Douglas P. Stanley / Sarah Elam Puckett
Agenda Item:	Board of Supervisors Comments

SUMMARY:

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

COST:

ATTACHMENTS:

RECOMMENDATION: None.

SAMPLE MOTION:

Motion _____ Second _____

Booth _____ Cooper-Jones _____ Emert _____

Gilliam	
Jones	
Pride	

Townsend _____ Wilck _____ [This page intentionally left blank]



Board of Supervisors Agenda Summary

Meeting Date:	November 9, 2021
Item #:	8-a
Department:	Treasurer
Staff Contact:	Donna Nunnally
Agenda Item:	Treasurer's Report

SUMMARY:

The Treasurer's Report is attached.

COST:

ATTACHMENTS: Treasurer's Report

RECOMMENDATION: Approval.

SAMPLE MOTION:

Motion _____ Second _____ Booth _____ Cooper-Jones _____ Emert _____

Gilliam	
Jones	
Pride	

Townsend _____ Wilck _____

Prince Edward Board of	Supervisors Treasu	urer's Report - September 2021
Name of Bank	Bank Balance	Available Balance
Benchmark Pooled Fund Account	\$ 11,509,973.23	\$ 11,509,973.23
Benchmark Social Services	\$ 185,241.07	\$ 185,241.07
Benchmark School Fund	\$ 1,454,747.38	\$ 1,454,747.38
Benchmark Food Service	\$ 229,935.91	\$ 229,935.91
TOTAL		\$ 13,379,897.59
Certificate of Deposits		
Benchmark		\$ 646,098.42
Farmers Bank		\$ 4,424,166.08
Benchmark 5 Yr CD-letter of credit		\$ 653,227.28
TOTAL		\$ 5,723,491.78
GRAND TOTAL		\$ 19,103,389.37

Prince Edward Board of	f Supervisors Treasurer's Report - S	eptember 2020
Name of Bank	Bank Balance	Available Balance
Benchmark Pooled Fund Account	\$ 5,909,598.40	\$ 5,909,598.40
Benchmark Social Services	\$ 156,383.77	\$ 156,383.77
Benchmark School Fund	\$ 843,797.14	\$ 843,797.14
Benchmark Food Service	\$ 392,403.66	\$ 392,403.66
TOTAL		\$ 7,302,182.97
Certificate of Deposits		
Benchmark		\$ 857,868.02
TOTAL		\$ 857,868.02
GRAND TOTAL		\$ 8,160,050.99

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Board of Supervisors Agenda Summary

Meeting Date:	November 9, 2021
Item #:	8-b
Department:	County Administration
Staff Contact:	Karin Everhart
Agenda Item:	Approval of Minutes

SUMMARY:

Attached are draft minutes for the Board's review and approval.

COST:

ATTACHMENTS: Draft Meeting Minutes

RECOMMENDATION: Approval.

SAMPLE MOTION:

Motion	
Second	

Booth _____ Cooper-Jones _____ Emert _____ Gilliam _____ Jones _____ Pride _____ Townsend _____ Wilck _____

October 12, 2021

At the regular meeting of the Board of Supervisors of Prince Edward County, held at the Court House, thereof, on Tuesday, the 12th day of October, 2021; at 7:00 p.m., there were present:

Beverly M. Booth

Pattie Cooper-Jones

J. David Emert

Llew W. Gilliam, Jr.

Robert M. Jones

Odessa H. Pride

Jerry R. Townsend

James R. Wilck

Also present: Douglas P. Stanley, County Administrator; Sarah E. Puckett, Assistant County Administrator; Trey Pyle, Deputy Emergency Management Coordinator; Robert Love, Planning and Community Development Director; Terri Atkins Wilson, County Attorney; and Scott Davis, Farmville Town Manager.

Chairman Emert called the October meeting to order.

Chairman Emert stated:

Due to the COVID-19 Emergency, the Prince Edward County Board of Supervisors is operating pursuant to and in compliance with its "EMERGENCY CONTINUITY OF OPERATIONS ORDINANCE." Effective August 1, 2021, the Board has re-opened meetings to in-person participation by the public; however, there could still be limited available seating. Citizens are strongly encouraged to participate in meetings through in-person participation, written comments, and/or remote participation by calling: 1-844-890-7777, Access Code: 390313 (If busy, please call again.) Additionally, citizens may view the Board meeting live in its entirely at the County's YouTube Channel, the link to which is provided on the County's website.

The Prince Edward County Board of Supervisors strongly encourages citizen input and engagement in our County government. Due to COVID-19, the Board of Supervisors, Planning Commission, and other County committees, boards, etc. are operating pursuant to the following protocols for public input and public participation.

Public Participation and Public Hearing comments and information regarding the limited number of seats for in-person participation at County meetings are coordinated through Karin Everhart, Deputy Clerk to the Board of Supervisors, as follows:

1. <u>In-Person Participation</u>: While county meetings have re-opened to the public, there could still be limited seating, if social distancing is needed. To enter the Prince Edward County

Courthouse, <u>unvaccinated and vaccinated individuals are required to wear a mask at all times</u> <u>and socially distance</u>. Based on the uncertainty of social distancing requirements, the exact number of seats available in the Board/Planning Commission meeting room is uncertain. The County appreciates the public's patience as staff continues to adapt to the public safety recommendations and guidelines of the Virginia Department of Health and the CDC.

- 2. <u>Written Comments</u>: Please limit word count to no more than 500 words. Comments must be received by 2:00 p.m. the day of the meeting.
- a. <u>Mailed</u>: Board of Supervisors (or Planning Commission) P.O. Box 382, Farmville, VA 23901.
- b. <u>E-Mailed</u>: Board of Supervisors: <u>board@co.prince-edward.va.us</u> Planning Commission: <u>info@co.prince-edward.va.us</u>
- 3. <u>Remote Participation</u>: Citizens may participate remotely during the meeting. To call in to the meeting, please dial: 1-844-890-7777. When prompted for an Access Number: 390313. Citizens may provide comments during Public Participation and/or for a specific Public Hearing on the agenda. <u>Citizens are encouraged to pre-register</u> with the County Administrator's Office at 434-392-8837 by 2:00 p.m. the day of the meeting. Callers must be on the line and ready to speak when called upon by the Chair. Please state your name and district of residence. Based upon the # of speakers, the Chair will determine the time allotted to each speaker.
- <u>County YouTube Channel</u>: Citizen may also view the monthly Board of Supervisors meeting live at the County's YouTube Channel: (link is also on County website under Meetings & Public Notices.) https://www.youtube.com/channel/UCyfpsa5HEiIWeiBSc5XwplA/featured.

Supervisor Booth offered the invocation and led the Pledge of Allegiance.

In Re: Recognitions

"Recognitions" is an opportunity for the Board of Supervisors to recognize achievements in our community, with a focus on the accomplishments of the students at the Prince Edward County Public Schools and Fuqua School, and our employees and our citizen volunteers who serve the County of Prince Edward.

Mr. Stanley stated he was pleased to report that an email was received from a citizen of Prince

Edward County:

Good afternoon Mr. Stanley.

My name is Bill VanSicle-Wilson, and I participated in the Community Awareness meeting this past month. We were discussing the treatment received by the employees of some of the area refuse collection sites. James E. Tarleton, Jr. is an employee at the Singleton Road facility. I spoke up on his behalf in reference to his willingness to go above and beyond to assist community residents when disposal visit are made. I know there was a lot of opinions about the negative treatment some have experienced at different sites. Mr. Tarleton is an EXCELLENT employee and is always at the ready to help in any way he can. He greets his community residents as soon as they enter the gates. It would be my recommendation that he receive some type of recognition for his diligence in the service he provides, on a regular basis, to his community. Having had more than thirty years experience in the Customer Service industry, myself, he is a prime example I would want to represent our community.

Thank you for sharing your information and willingness to hear us as a community and acknowledging our concerns and opinions.

Jeff Jones, Solid Waste General Manager, stated Mr. Tarleton is an excellent employee, adding that he is glad to have Mr. Tarleton as a member of the Prince Edward County Solid Waste team. He said Mr. Tarleton is always willing to help out, work a different shift or a different location if needed, and commended him for a job well done.

In Re: Board Comments

Chairman Emert, Supervisor Pride, Supervisor Cooper-Jones, Supervisor Booth, Supervisor Gilliam and Supervisor Townsend welcomed everyone to the meeting. Chairman Emert and Supervisor Gilliam added praise for Mr. Tarleton.

In Re: Public Participation

Public Participation is a time set aside for citizens to share their thoughts, ideas and concerns. An official record is made of each person's contribution tonight and will be directed to the County Administrator for follow-up; any necessary follow-up will be noted and tracked. Follow-up may consist of an immediate response, or planned action by the County Administrator or Board, or by placement on a future Board agenda. Tonight's agenda cannot be changed, because the public needs advance knowledge of and the opportunity to review related materials regarding items addressed by the Board. To further assist public information, the Board requests the Administrator, Attorney or county staff to immediately correct any factual error that might occur.

Megan Newcomb, Central Virginia Regional Library, stated the library is now affiliated with two funding sources: the Dolly Parton Imagination Library, which mails books once a month to children under five years of age. She said the Library also received a \$4,000 Walter Payne Foundation.

In Re: Consent Agenda

On motion of Supervisor Wilck, seconded by Supervisor Cooper-Jones, and carried:

Aye: Beverly M. Booth Nay: None

Pattie Cooper-Jones J. David Emert Llew W. Gilliam, Jr. Robert M. Jones Odessa H. Pride Jerry R. Townsend James R. Wilck

The Board accepted the August 2021 Treasurer's Report; the minutes of the meeting held September 14,

2021 and September 29, 2021; Accounts and Claims, Board Mileage Sheets; and Salaries.

Name of Bank	Bank Balance	Available Balance
Benchmark Pooled Fund Account	\$13,457,489.90	\$13,457,489.90
Benchmark Social Services	\$1,095,572.61	\$1,095,572.61
Benchmark School Fund	\$214,399.60	\$214,399.60
Benchmark Food Service	\$206,408.80	\$206,408.80
TOTAL		\$14,973,870.91
Certificates of Deposit		
Benchmark		\$646,066.52
Farmers Bank		\$4,423,892.88
Benchmark 5 Yr CD-letter of credit		\$653,227.28
TOTAL		\$5,723,186.68
GRAND TOTAL		\$20,697,057.59

Prince Edward Treasurer's Report - August 2021

In Re: Virginia Department of Health - Maria Almond, M.D., MPH, Health Director

The Virginia Department of Health welcomed Dr. Maria Almond, M.D., MPH, as the new health director for the Piedmont Health District. Dr. Almond will assume the role effective October 9.

A current member of the Virginia State Advisory Committee to the U.S. Commission on Civil Rights, Dr. Almond has been serving as a rural psychiatrist for Centra Medical Group in Farmville since 2015. Previously, she served on faculty with the University of Michigan's Department of Psychiatry, where she was the clinical director for the Psych-Oncology Clinic and on staff with Counseling and Psychological Services for University of Michigan students.

Dr. Almond received her psychiatric training at Duke University Medical Center during which time she also pursued research in Tanzania as an inaugural Duke Global Health Fellow. She obtained her master of public health from the University of North Carolina and attended Harvard Medical School.

Dr. Almond stated it is a pleasure to serve for the well-being of the community; she said the area is just beginning to see a decline in the COVID numbers, but it is important that everyone use the tools available to protect each other and the most vulnerable, including masks, getting tested, staying home and getting vaccinated. Dr. Almond stated that with just 18,667 vaccinated, that is not enough. Well over 90% need to be vaccinated before the disease will be stalled, and while 49.9% have had at least one dose, the region is not there yet. She stated this fight against COVID must be a community-wide effort and each of us has a role to play.

In Re: Town of Farmville Update

Farmville Town Manager Scott Davis, LP.D. provided an update on Town projects and programs. He stated he is working with the non-profit group tied to the Mary E. Branch Community Center, working to renovate the building to get it back in use.

Mr. Davis said a developer has approached the Town regarding a lot off Fairgrounds Road which is currently in the County limits but the developer wishes it to be in the Town to access water and sewer service; Mr. Davis said he will present the Board with a boundary adjustment.

Mr. Davis said engineering for the access road off Commerce Road to enter the Industrial Park site which is dependent upon an existing sewer line. He said the best alternative needs to be found.

Mr. Davis reported the South Street Conference Center will be changing its use; the offices will be removed to make Recreation Department offices to make a more convenient location for citizens.

Mr. Davis stated the ARPA funds would be used for upgrades to the water and sewer plant and lines. He said they are also planning to use the funding for recreation activities related to COVID.

In Re: Highway Matters

Supervisor Pride asked if a building will remain near the roundabout in Hampden-Sydney. Mr. Stanley stated it was his understanding the house will be demolished (later determined to remain).

Supervisor Jones expressed his thanks for the work being done on Copper Hill Road; the residents are thrilled.

Supervisor Gilliam stated shoulder work needs to be done on this end of Abilene Road.

Supervisor Pride stated work is being done on Mills Creek Road. Supervisor Townsend said there have been a lot of positive comments.

Supervisor Gilliam asked if work has begun on Featherfin Road.

Chairman Emert stated work began on Hidden Lake Road, working on the drainage issues.

In Re: American Rescue Plan Act (ARPA)

Mrs. Sarah Elam Puckett, Assistant County Administrator, said that on March 11, 2021, The American Rescue Plan Act, a \$1.9T relief bill was signed into law. It provides \$350B to state and local governments for the purposes of supporting public health response to the COVID-19 pandemic as well as providing a way for states and local governments to start the process of economic recovery.

The County of Prince Edward is slated to receive a total of \$4,429,021.00 in two disbursements, one year apart.

Funds must be used in one of the eligible use categories specified in the American Rescue Plan Act. As with the CARES Act funds, the expenditure of ARPA funds must follow stringent guidelines and has restrictions. There are five primary ways that Recovery Funds can be spent:

- 1. Support public health response: Fund COVID-19 mitigation efforts, medical expenses, behavioral healthcare and certain public health and safety staff
- 2. Address negative economic impacts: Respond to economic harms to workers, families, small businesses, and nonprofits, or impacted industries and re-hiring of public sector workers
- 3. Replace public sector revenue loss: Use funds to provide government services to the extent of the reduction in revenue experienced due to the pandemic
- 4. Premium pay for essential workers: Offer additional support to those who have and will bear the greatest health risks because of their service in critical infrastructure. Funds can be used retroactively back to January 27, 2020.

5. Water, sewer and broadband infrastructure: Make necessary investments to improve access to clean drinking water, invest in wastewater and stormwater infrastructure and provide unserved or underserved locations with new or expanded broadband access.

ARPA's Fiscal Recovery Funds explicitly encourages direct public input in allocation and priority of fund use. The Treasury "urges state, territorial, tribal, and local governments to engage their constituents and communities in developing plans to use these payments, given the scale of funding and its potential to catalyze broader recovery and rebuilding."

To start the process for public input, the Board will wish to consider authorizing a public hearing for the November 9, 2021 Board meeting to receive citizen input on priorities to be considered by the County for spending ARPA Funds.

Additionally, prior to the expenditure of the first allocation of ARPA Funds and in accordance with Section 15.2-2507, Code of Virginia, the Board will need to hold a public hearing to increase the FY22 County Budget, accept the distribution of \$2,214,510.50 of Federal Coronavirus Relief Funds to be appropriated by the Board of Supervisors and distributed to the Prince Edward County Budget.

Supervisor Jones made a motion, seconded by Supervisor Townsend, to authorize the advertisement of a public hearing to receive citizen input on spending priorities for ARP A Funds; and to authorize a public hearing on the amendment of the FY 22 County Budget to enable the expenditure of ARPA Funds during the current fiscal year.; the motion carried:

Aye:

Beverly M. Booth Pattie Cooper-Jones J. David Emert Llew W. Gilliam, Jr. Robert M. Jones Odessa H. Pride Jerry R. Townsend

James R. Wilck

Nay: None

In Re: Citizen Volunteer Appointments

The terms of office for the following positions expire December 31, 2021. All current office holders are eligible for reappointment.

Position	Term of Office	# of Terms Expiring / Vacancies	Individual Currently Holding the Office
Prince Edward County Planning Commission	4 Years	2	Teresa Sandlin Mark Jenkins
Prince Edward County Board of Zoning Appeals*	5 Years	1	Vincent Eanes
Crossroads Community Services Board	3 Years	1	Bernetta Watkins

*Note: The Board makes a recommendation to the Circuit Court Judge for appointments to the BZA.

Supervisor Cooper-Jones made a motion, seconded by Supervisor Townsend, to authorize advertisement for Citizen Volunteer positions; the motion carried:

Aye:	Beverly M. Booth	Nay:	None
	Pattie Cooper-Jones		
	J. David Emert		
	Llew W. Gilliam, Jr.		
	Robert M. Jones		
	Odessa H. Pride		
	Jerry R. Townsend		
	James R. Wilck		

In Re: AFID Grant for Cannery Boiler

The Governor's Agriculture and Forestry Industries Development Fund (AFID) Infrastructure Grant program is designed to support equitable and sustainable local food systems by investing in the infrastructure that supports small-scale agricultural producers, farmers' markets and food hubs.

The new AFID Infrastructure Grant program competitively awards matching grants of up to \$25,000 in partnership with local governments for community infrastructure development projects that support local food production and sustainable agriculture. Special reduced match requirements are available to projects in economically distressed localities or underserved communities and for those benefiting multiple small-scale producers.

The AFID Infrastructure Program is focused on awarding reimbursable grants primarily for capital projects at new and existing food hubs, farmers' markets, commercial kitchens and other value-added

facilities such as those used for processing and packaging meats, dairy products, produce, or other Virginiagrown products. The inaugural funding round opens October 1, 2021, with an application deadline of November 15, 2021, and award announcements made no later than December 31, 2021.

As the Board is aware, a new boiler is needed at the County cannery. It is Priority #10 in the Capital Improvement Plan at a cost of about \$60,000. If the County is successful in securing these grant funds, that will reduce the cost for this capital item by \$25,000.

Pending Board action, the County will be requesting assistance from the Commonwealth Regional Council with this grant application.

Supervisor Cooper-Jones made a motion, seconded by Supervisor Gilliam, to authorize the submittal of the grant application to the Virginia Department of Agriculture; and to authorize the local matching funds needed for the grant match (originally estimated at \$35,000 based on the boiler cost of \$60,000); the motion carried:

Nay:

Aye:

Beverly M. Booth Pattie Cooper-Jones J. David Emert Llew W. Gilliam, Jr. Robert M. Jones Odessa H. Pride Jerry R. Townsend James R. Wilck

None

In Re: Public Hearing - Special Use Permit, Commercial Dumpster Service

Chairman Emert announced that this was the date and time scheduled for a public hearing regarding a request by Joseph Ryan Wood for a Special Use Permit to operate a commercial dumpster service on 37.19 acres, denoted at Tax Map Parcel numbers 036-A-2B, 036-A-2C, 036-A-5, and 036-A-6, located at 765 Restful Acres Lane, Farmville, Virginia. Notice of this hearing was advertised according to law in the Wednesday, September 29, 2021, and Wednesday, October 6, 2021 editions of THE FARMVILLE HERALD, a newspaper published in the County of Prince Edward.

Mr. Robert Love, Planning and Community Development Director, stated the County has received an application for a Special Use Permit from Joseph Ryan Wood for a Special Use Permit (SUP) to operate a commercial dumpster service on 37.19 acres, denoted as Tax Map Parcel numbers 036-A-2B, 036-A-2C, 036-A-5, & 036-A-6, located at 765 Restful Acres Lane, Farmville, VA. This parcel is in an A1, Agricultural Conservation zoning district, and trash and refuse services are allowed in the district only after approval of a special use permit.

The Planning Commission held a public hearing on September 21, 2021. No one spoke in opposition and the County has received no other correspondence opposing the request. The Planning Commission unanimously recommended approval with conditions, forwarding the request to the Board of Supervisors for Public Hearing.

County staff is of the opinion the use is generally compatible with the zoning district and will have minimal impact on surrounding properties.

Chairman Emert opened the public hearing.

Beverly M. Booth

Pattie Cooper-Jones J. David Emert Llew W. Gilliam, Jr. Robert M. Jones Odessa H. Pride Jerry R. Townsend James R. Wilck

Supervisor Gilliam questioned if tarps were to be used; Mr. Wood stated there would be automatic tarps used. There would be no more than 15 dumpsters stored on the property.

There being no one further wishing to speak, Chairman Emert closed the public hearing.

Supervisor Wilck made a motion, seconded by Supervisor Townsend, to approve the Special Use

Permit request by Joseph Ryan Wood for a commercial dumpster service with conditions as recommended by the Planning Commission; the motion carried:

Aye:

Nay: None

JOSEPH RYAN WOOD - SPECIAL USE PERMIT CONDITIONS

SITE PLAN

1. Development activities on the site shall be limited to those as specified in the Special Use Permit Application and Site Plan. The final locations of incidental facilities may be adjusted provided no such adjustment violates any buffers, setbacks, or other statutory requirement. The concepts reflected in the filed special use permit dated 8/3/2021 are hereby made part of these development conditions.

2. Any proposed expansion of the operation, change of activities or additional facilities or activities shall be submitted to the Prince Edward County Planning and Community Development office for review prior to implementation. Any changes may be subject to Permit amendment procedures, including Public Hearings.

ENVIRONMENTAL

- 3. All pollution control measures, erosion and sediment control measures, storm water control facilities, and all construction activities shall comply with the requirements of the appropriate federal, state, and local regulations and ordinances.
- 4. All facilities for the provision of potable water and sanitation and wastewater disposal systems shall be approved by the Virginia Department of Health.
- 5. Any development activities of structural of land disturbing nature not specifically addressed by these Conditions shall be in conformance with applicable provisions of federal, state, and local statues and regulations.

TRANSPORTATION

- 6. All entrance permits must be authorized by the Virginia Department of Transportation.
- 7. All internal roads used for public access shall be of compacted earth, or have a minimum of a four (4) inch stone base, or shall be paved.
- 8. Adequate area shall be provided on site to accommodate parking of all employees and patrons. It shall be the responsibility of the Permittee to assure that employees and patrons park only on site and not on any highway right-of-way, or on adjoining or adjacent parcels unless written consent is provided by the owner or owners thereof.

GENERAL

- 9. All exterior lighting shall be designed and installed so as to minimize glare onto adjoining properties or any public access road. All lighting shall be full cut-off type fixtures.
- 10. Outdoor storage of dumpster/trash containers shall be situated at the rear of buildings and shall be appropriately screened per Prince Edward Zoning Ordinance, Section 4-200.15.
- 11. All dumpster/trash containers stored on site shall not contain restaurant or food waste at any time.
- 12. The Permittee is responsible for the appearance of the site including litter pick-up and other orderly site appearance.
- 13. This Permit is non-transferable, except and unless written notice from the Permittee regarding the transfer, and a signed document from the proposed new Permittee is received by the Planning and Community Development Office which states that the new Permittee agrees to comply with all terms

and Conditions imposed with the original Permit Issuance. If the proposed new Permittee desires to amend the original Permit Conditions, amendments must be addressed by the Prince Edward County Planning Commission and Board of Supervisors through the Special Use Permit process.

14. Failure of Permittee to full conform to all terms and conditions may result in revocation of this Special Use Permit if said failure or failures are not corrected or addressed to the satisfaction, not to be unreasonably withheld, of the County within thirty (30) days of written notice from the County.

In Re: Public Hearing - Solar Energy Revenue Sharing Ordinance

Chairman Emert announced that this was the date and time scheduled for a public hearing regarding an ordinance to amend the Prince Edward County Code of Ordinances to implement "revenue share for solar energy projects" pursuant to Va. Code Ann. §58.1-2636. Said ordinance would authorize Prince Edward County to assess a revenue share of \$1,400.00 per megawatt (annual), as measured in alternating current (AC) generation capacity of the solar facility, based on submissions by the solar facility owners to the interconnecting utility on any solar photovoltaic (electric energy) project, subject to certain exemptions set out in Va. Code Ann. §58.1-2636. Notice of this hearing was advertised according to law in the Wednesday, September 29, 2021, and Wednesday, October 6, 2021 editions of THE FARMVILLE HERALD, a newspaper published in the County of Prince Edward.

Mr. Love said the County is receiving a large amount of interest from various companies seeking to locate Utility Scale Solar Energy facilities. To date there have been pre-development meetings for three projects with a combined total acreage of approximately 2,500 acres. These types of projects require a large amount of staff time and resources to perform site inspections and oversight during construction.

These large-scale projects are permitted by Special Use Permits only and if approved could represent added value to Prince Edward County through a Revenue Share. Per Code of Virginia, a Revenue Sharing Ordinance first has to be advertised and approved. Currently the Revenue Share law imposes a limit of \$1,400.00 per megawatt per year. The benefit of a Revenue Share versus utilizing Machinery and Tools taxation is that Machinery &Tools tax revenues would negatively impact Local Composite Index funding to schools.

Pollution control equipment and facilities are a separate class of property and are exempt from taxation based on the following criteria, as specified in § 58.1-3660, which specifies that a locality may elect

to pass an ordinance to assess a revenue share of up to \$1,400 per megawatt of the nameplate capacity on projects for which an initial interconnection request form was filed with an RTO on or after January 1, 2019. As noted above, this only applies to projects greater than 5 MW. If a locality adopts the revenue share, then 100% of all projects greater than 5 MW are 100% exempt from taxation. This exemption does not apply to the land on which solar equipment or facilities are located. If the solar project is greater than 25 MW and the land is in the solar project's name as stated in the interconnection agreement, then the land will be assessed by the SCC at 100% of FMV. All leased land will be assessed locally.

If the County elects to remain with taxation of the facilities with Machinery and Tools tax valuation, solar equipment would go on the books at 90% of value and after eight (8) years start depreciating downward to approximately 50% after 25 years and 30% after 30. In addition, projects greater than five (5) megawatts and less than 150 megawatts for which an initial interconnection request form was filed with an electric utility or RTO on or after January 1, 2019, are 80% exempt in years 1-5, 70% exempt in years 6-10, and 60% exempt for all remaining years. One other danger is that the General Assembly could adjust the percentages or exemptions in future years.

In addition to a Revenue Share, the Code of Virginia allows for voluntary siting agreements between the County and applicants for solar energy facilities pursuant to Virginia Code § 15.2-2316.7(B) that specifies: "The siting agreement may include terms and conditions, including (i) mitigation of any impacts of such solar facility; (ii) financial compensation to the host locality to address capital needs set out in the (a) capital improvement plan adopted by the host locality, (b) current fiscal budget of the host locality, or (c) fiscal fund balance policy adopted by the host locality; or (iii) assistance by the applicant in the deployment of broadband, as defined in§ 56-585.1:9, in such locality."

Chairman Emert opened the public hearing.

There being no one wishing to speak, Chairman Emert closed the public hearing.

Supervisor Jones expressed his appreciation to Mr. Love's action in pursuing this topic.

Supervisor Townsend made a motion, seconded by Supervisor Jones, to approve an ordinance to amend the Prince Edward County Code of Ordinances to implement "revenue share for solar energy projects" pursuant to Va. Code Ann. §58.1-2636, effective December 1, 2021; the motion carried:

Aye:

Beverly M. Booth Pattie Cooper-Jones J. David Emert Llew W. Gilliam, Jr. Robert M. Jones Odessa H. Pride Jerry R. Townsend James R. Wilck

Nay: None

PRINCE EDWARD COUNTY BOARD OF SUPERVISORS

AN ORDINANCE TO AMEND THE PRINCE EDWARD COUNTY CODE OF ORDINANCES TO IMPLEMENT "REVENUE SHARE FOR SOLAR ENERGY PROJECTS" PURSUANT TO VA. CODE ANN. §58.1-2636

WHEREAS, the Virginia General Assembly enacted Va. Code Ann. §58.1-2636 titled "Revenue Share for Solar Energy Projects", effective December 1, 2021;

WHEREAS, Va. Code Ann. §58.1-2636 authorizes any locality to adopt an ordinance to assess a revenue share of up to \$1,400.00 per megawatt, as measured in alternating current (AC) generation capacity of the facility, based on submissions by the solar facility owners to the interconnecting utility, on any solar photovoltaic (electric energy) project, subject to certain exemptions set out in Va. Code §58.1-2636; and

WHEREAS, the County desires to amend the Prince Edward County Code of Ordinances to implement the provisions of Va. Code Ann. §58.1-2636.

NOW THEREFORE BE IT ORDAINED by the Prince Edward County Board of Supervisors as follows:

1. To add Article VIV titled "Revenue Share for Solar Energy Projects" to Chapter 70 titled "Taxation" to be numbered 70-241 through 70-243 of the Prince Edward County Code of Ordinances as follows:

Article V "Revenue Share for Solar Energy Projects"

Sec. 70-241. Purpose, Definition, Relation to Other Ordinances.

- (a) The purpose of this article is to implement Va. Code Ann. §58.1-2636 titled "Revenue Share for Solar Energy Projects" approved by the 2020 Regular Session of the Virginia General Assembly and signed into law by the Governor, effective July 1, 2020.
- (b) Terms used in this article shall have the defined meanings found in Va. Code Ann. §58.1-2636, §58.1-3660, §58.1-3507, or §58.1-3508.6, as amended.
- (c) To the extent that the provisions of this article conflict with any other prior ordinance or provision of the Prince Edward County, Virginia Code of Ordinances, this article shall control.

Sec. 70-242. Applicability.

- (a) This Article shall apply to all solar photovoltaic (electric energy) systems except those:
 - (i) Described in §56-594, §56-594.01, or §56-594.2 or Chapters 358 and 382 of the Acts of Assembly of 2013, as amended;
 - (ii) 20 megawatts or less, as measured in alternating current (AC) generation capacity, for which an initial interconnection request form has been filed with an electric utility or a regional transmission organization on or before December 31, 2018; or
 - (iii) Five megawatts or less.
- (b) This Article shall not apply to any solar photovoltaic (electric energy) project for which an application was filed with the County before July 1, 2020, unless:
 - (i) The County and the applicant or owner agree to revise any existing voluntary payment agreement, or enter into any new voluntary payment agreement, under which the applicant or owner agrees to voluntarily waive a portion of the exemption from machinery and tools as provided in Va. Code Ann. §58.13660, as amended.
 - (ii) The County and the applicant or owner agree to substitute the amount of such voluntary payment for a similar amount of a solar energy revenue share authorized by Va. Code Ann. §58.1-2636.
 - (iii) For purposes of this subsection, "application has been filed with the locality" means an applicant has filed an application for a zoning confirmation from the County for a byright use, or an application for land use approval under the County's zoning ordinance to include an application for a conditional use permit, special use permit, special exception, or other application as set out in the locality's zoning ordinance.
- (c) Nothing in this Section shall preclude an applicant or owner of a solar photovoltaic (electric energy) project previously approved by the County or who filed an application with the County before July 1, 2020 from entering into a written agreement to submit such project to be subject to the provisions of this Ordinance.

Sec. 70-243. Revenue Share Rate Per Megawatt and Waiver of Machinery and Tool Tax.

- (a) The County hereby imposes a revenue share to be assessed at a rate of \$1,400.00 per megawatt on any solar photovoltaic (energy) project. The generation capacity shall be measured in alternating current (AC) generation capacity of the facility and the determination of the generation capacity shall be based on submissions by the facility owners to the interconnecting utility.
- (b) The exemption for solar photovoltaic (electric energy) projects greater than five megawatts as provided by Va. Code Ann. §58.1-3660, as amended, shall be one hundred percent (100%) of the assessed value.
- (c) Nothing contained herein shall be construed to prevent any other tax or fee as provided by the Code of Virginia.
 - 2. This Ordinance shall become effective immediately upon adoption.

ADOPTED this 12th day of October, 2021.

In Re: Public Hearing - FY 2022-2024 Capital Improvement Plan (CIP)

Chairman Emert announced that this was the date and time scheduled for a public hearing regarding the proposed Fiscal Year 2022-2024 Capital Improvements Plan, pursuant to Va. Code § 15.2-2239. Notice of this hearing was advertised according to law in the Wednesday, September 29, 2021, and Wednesday, October 6, 2021 editions of THE FARMVILLE HERALD, a newspaper published in the County of Prince Edward.

Mr. Love stated the Capital Improvement Plan (CIP) is intended as a guide to assist the Board of Supervisors in the development of the County's budget. The CIP process began with the submission of fourteen (14) capital expenditure requests from County Departments and associated agencies.

The Prince Edward County CIP includes major capital projects that: 1) Are non-recurring 2) Should have a "useful life" of five years or more 3) The estimated cost of the expenditure must exceed \$50,000 for a general government project and \$100,000 for a school project. All figures used represent estimated expenditures by the County.

Mr. Love emphasized the CIP is strictly advisory. Once the plan is adopted, individual project priorities may change throughout the course of the year. It is quite possible that a certain project may not be funded during the year indicated in the CIP.

The Planning Commission held a public hearing on September 21, 2021 to seek comments on the plan. The Planning Commission unanimously recommended approval of the CIP, forwarding it to the Board of Supervisors for Public Hearing.

Chairman Emert opened the public hearing.

Josh Blakely, Buffalo District, expressed his support for funding provided to the Schools, stating he and his son are aware of the deficiencies in the schools, including leaks, mildew, traffic flow issues, security risks. He encouraged discussion regarding possible funding sources.

Eric Hodges, Lockett District, expressed his support for comprehensive funding for the schools. He stated the schools must be fixed to attract young families to the county, adding that in order to generate the required funding, he would help advocate for tax and federal and state grants. He stated he feels the schools should be ranked as a higher priority than the animal shelter.

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Ben Campbell, Farmville District, stated he is happy with the progress being made, but added not enough attention has been provided to the schools. He echoed the previous speakers and supported the schools as an important economic draw. He stated his support for the schools project.

There being no one further wishing to speak, Chairman Emert closed the public hearing.

Mr. Stanley stated correspondence was received from Mr. Justin Pope in support of the schools; three emails were received in support of the Animal Shelter project.

Supervisor Jones thanked staff for the time put into the CIP.

Supervisor Pride stated she feels the school project is a higher priority than the Animal Shelter; she added that, as stated in the memo from Mr. Stanley, once the Plan is adopted, individual project priorities may change throughout the course of the year. It is quite possible that a certain project may not be funded to do on the year indicated in the CIP.

Supervisor Jones made a motion, seconded by Supervisor Townsend, to adopt the proposed FY 2022-2024 Capital Improvement Plan as outlined; the motion carried:

Aye: Beverly M. Booth Pattie Cooper-Jones J. David Emert Llew W. Gilliam, Jr. Robert M. Jones Odessa H. Pride Jerry R. Townsend

James R. Wilck

Nay: None

In Re: VDOT Revenue Sharing Application

Mr. Stanley stated that at the Board meeting on June 8, 2021, the Board authorized staff to work with Commonwealth Regional Council (CRC) and submit a revenue sharing application for the Manor Drive turn lane project. Working with the CRC, the County was able to get the pre-application filed with VDOT by the July 1st [2021] deadline. The Board modified the resolution at its meeting on July 13 to increase the project estimated cost from \$1,500,000 to \$3,055,585. As discussed at the June 8, 2021 meeting the project match would come from CDA funds, developer funds, and/or grant funds. Much of the increase is based on three factors including pushing construction out to 2027 (with inflation), right-of-way cost, and contingency.

Due to the uncertainty of the cost escalations, VDOT Central Office has requested the County readopt a resolution without a cost estimate. As noted previously, the Board will have the opportunity to tum down the funding if the local match cannot be secured when the VDOT funding is available.

Supervisor Cooper-Jones made a motion, seconded by Supervisor Pride, to approve the revised resolution for the VDOT Revenue Sharing program as outlined; the motion carried:

Aye:

Nay: None

Pattie Cooper-Jones J. David Emert Llew W. Gilliam, Jr. Robert M. Jones Odessa H. Pride Jerry R. Townsend James R. Wilck

Beverly M. Booth

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PRINCE EDWARD, VIRGINIA FY 2027-2028 REVENUE SHARING PROGRAM

At a regularly scheduled meeting of the Board of Supervisors of Prince Edward County held on October 12, 2021 on a motion by Supervisor Cooper-Jones seconded by Supervisor Pride, the following resolution was adopted by a vote 8 to 0.

WHEREAS, the Board of Supervisors of Prince Edward County has submitted an application for an allocation of funds through the Virginia Department of Transportation Fiscal Year 2027-2028 Revenue Sharing Program with VDOT funding 50% of such funding and Prince Edward the remaining 50%; and

NOW THEREFORE BE IT RESOLVED that the Board of Supervisors of Prince Edward County, Virginia hereby commits to fund its local share of preliminary engineering, rightof-way, and construction of the projects under agreement with the Virginia Department of Transportation in accordance with the project financial documents; and

BE IT FURTHER RESOLVED that the Board of Supervisors of Prince Edward County, Virginia hereby grants authority for the County Administrator to execute all agreements and/or addendums for any approved projects with the Virginia Department of Transportation.

In Re: Courthouse Lawn Renovations

Mr. Stanley presented the draft final plan for the proposed renovations to the Courthouse lawn. He

said he has received no feedback from the Judges. Mr. Stanley stated elements include the removal of the

chain, improvements to the flag poles, landscaping, and renovation to the front historic pavers. He said this will create a more inviting free space in front of the Courthouse.

Supervisor Townsend made a motion, seconded by Supervisor Gilliam, to approve the final plan and to authorize proceeding with the construction phase plans for the proposed courthouse lawn renovations; the motion carried:

Aye:

Nay: None

Pattie Cooper-Jones J. David Emert Llew W. Gilliam, Jr. Robert M. Jones Odessa H. Pride Jerry R. Townsend James R. Wilck

Beverly M. Booth

In Re: Incentive and Tourism Grants for Sandy River Distillery, Inc.

Mr. Stanley stated the Sandy River Distillery, Inc. 5.3 acres in size, located at 185 Monroe Church Road, Rice, Virginia, is a Distillery as defined by Prince Edward County Code Section 180-49.3 and now desires to expand its operations.

The Governor's Agriculture and Forestry Industries Development Fund (AFID) provides, upon approval of an application, discretionary grants to localities and other political subdivisions which will be critical to the success of new and expanding agriculture and forestry processing/value-added facilities using Virginia grown products. Once Sandy River Distillery, Inc. has achieved a minimum number of five (5) employees and a minimum investment of \$150,000, it shall be entitled to an annual cash grant to be dispensed by the Economic Development Authority over a consecutive five (5) year period beginning in 2022, which will be paid as follows:

- YEAR ONE: Grant equal to 80 percent of the aggregate value of the tangible personal property and real estate tax paid in the previous calendar year
- YEAR TWO: Grant equal to 60 percent of the aggregate value of the tangible personal property and real estate tax paid in the previous calendar year
- YEAR THREE: Grant equal to 40 percent of the aggregate value of the tangible personal property and real estate tax paid in the previous calendar year
- YEAR FOUR: Grant equal to 20 percent of the aggregate value of the tangible personal property and real estate tax paid in the previous calendar year

YEAR FIVE: Grant equal to 20 percent of the aggregate value of the tangible personal property and • real estate tax paid in the previous calendar year

At this time, staff is requesting the Board of Supervisors adopt a resolution approving the appropriation of funds to the IDA which will be dispensed to Sandy River Distillery, Inc. over a five-year period. The cost is estimated at \$6,319.54 total over a total of five (5) years of the grant.

In addition, once the Sandy River Distillery achieves a minimum number of five new employees and makes an investment of \$150,000 in equipment, Sandy River Distillery shall also be entitled to an annual cash tourism grant over a consecutive five (5) year period starting in 2022 (hereinafter the "Tourism Grant") in an amount of \$5,000 per year.

The Incentive Grant and Tourism Grant are contingent on a commitment of matching funding from the Governor's Agriculture and Forestry Industries Development Fund (AFID) in the amount of at least \$20,000.

Supervisor Jones made a motion, seconded by Supervisor Wilck, to adopt the proposed resolution approving the appropriation of \$31,319.54 to the Industrial Development Authority, which shall be dispensed over a five-year period to Sandy River Distillery, Inc. for the development and expansion of the distillery; the motion carried:

Ay

Beverly M. Booth	Nay:	None	Abstain: Robert M. Jones
Pattie Cooper-Jones			
J. David Emert			
Llew W. Gilliam, Jr.			
Odessa H. Pride			
Jerry R. Townsend			
James R. Wilck			
	Pattie Cooper-Jones J. David Emert Llew W. Gilliam, Jr. Odessa H. Pride Jerry R. Townsend	Pattie Cooper-Jones J. David Emert Llew W. Gilliam, Jr. Odessa H. Pride Jerry R. Townsend	Pattie Cooper-Jones J. David Emert Llew W. Gilliam, Jr. Odessa H. Pride Jerry R. Townsend

In Re: Solid Waste Engineering

Mrs. Puckett stated that as the Board will recall, in August the County issued a Requests for Proposals (RFP) for Solid Waste Engineering & Environmental Consulting Services, as required for the operations of the County landfill.

The County received four (4) proposals. Following a review of the proposals, a county staff panel comprising the County Administrator, the Assistant County Administrator, the Director of Finance and the Solid Waste General Manager interviewed three firms. The interview panel then ranked the firms based on their presentations and the interview process.

Based on the cumulative review of each firm, the unanimous staff recommendation to the Board is to engage the services of LaBella (formerly known as Joyce Engineering). LaBella is a full-service engineering consulting firm with an outstanding environmental services team. They provide engineering and environmental consulting services as well as operator training and construction management services to local governments, private municipal solid waste operators, regional waste authorities, and private industrial operators. The County has used the services of Resource International for 30+ years.

Supervisor Townsend made a motion, seconded by Supervisor Cooper-Jones, to approve the award of a one-year contract for Solid Waste Engineering & Environmental Consulting services to Labella, with an option for five additional one-year periods; and to authorize the County Administrator to execute the contract on the behalf of the County; the motion carried:

Nay:

Aye:

Beverly M. Booth Pattie Cooper-Jones J. David Emert Llew W. Gilliam, Jr. Odessa H. Pride Jerry R. Townsend James R. Wilck

None Abstain: Robert M. Jones

In Re: Emergency Management Update

Trey Pyle presented the Board Briefing #26; the UVA model is trending with Prince Edward County's spike occurring the last week of September.

Mr. Pyle reported there are currently 10,070 first vaccines and 9,090 (46.2%) fully vaccinated individuals in Prince Edward County.

Mr. Pyle stated the last scheduled testing event will be held October 13, 2021. VDH will host a vaccination clinic at the PEFYA Gym on October 22; all three vaccines will be available for the first and second shots.

Mr. Pyle reported a slight increase in EMS Agency calls from the same time last year; in September 2020 there were 314 calls, and in September 2021, there were 342 calls.

Mr. Pyle said efforts continue to inform the public of vaccine information with updates to the website, Facebook and message boards. A second county-wide mailer related to COVID boosters is under development, pending final actions by the CDC, FDA and VDH.

Emergency Management submitted and received a large order of free PPE from VDEM to continue to support Fire/EMS/LEO, County, Courthouse and School operations. He said Emergency Management will continue to support VDH clinics at the PEFYA Gym with building operations and public information.

In Re: County Attorney's Report

Mrs. Terri Atkins Wilson, County Attorney, stated she has been working on several contracts.

Chairman Emert stated the Planning Commission includes conditions requiring screening for dumpsters in County Code Section 4.200-15, Additional Requirements for Exterior Storage, Refuse Disposal, which states "Any exterior area used for storage, service, maintenance, repair, processing, manufacturing, fabrication, salvage, refuse disposal, or other similar use that is visible from a public street right-of-way or adjoining property, shall be screened with a buffer yard, screening and plantings meeting type A option 1 standards listed in this section, and shall be provided in a manner which screens the use from view. Any area so used shall also be similarly screened from view of adjoining residences and business." He said the County is out of compliance at the Convenience Sites. Discussion followed.

In Re: County Administrator's Report

Mr. Stanley thanked the Board, staff and the citizens of Prince Edward County for the thoughts and prayers, meals and support for his wife and family, who has been treated for COVID-19 at Centra Southside here in Farmville and then Centra Lynchburg. He said that following good care at both facilities, she is home and recovering, and urged everyone to get vaccinated. He then presented the following reports:

- County staff interviewed five applicants for the building official position and expect to have the candidate in place in early November.
- The Animal Shelter received its inspection report; there are seven (7) non-critical violations the staff will need to address
- Conversation was held with Timmons Group; survey work on the convenience site, with a goal of having the site plan within the next 30-60 days

- Industrial Park Access Road preliminary road re-design is complete, the right-of-way easement plats have been given to the County Attorney. Work continues on the deed.
- School Board met to discuss the Elementary School Project and have recommended Option 3, which will be on the agenda for the November 9 Board of Supervisors meeting
- Mr. Barrett of Barrett PC has completed the forensic audit of Crossroads; he made a presentation to the Crossroads Board a few weeks ago. The Crossroads Board made a decision to move forward with Phase 1-B, which will have Mr. Barrett return to review all transactions that have occurred back to July 2020. Mr. Barrett will wrap up his field work tomorrow and should have a report which is expected in the next week or two.
- Ms. Chelsey White has been working on a grant with the Virginia Economic Development Partnership, through the Virginia Business Ready Sites Program for funding to take the data center site from Tier 3 to Tier 4. The funding spent on Tier 3 can count towards the match for the grant funding match; there is a total request of \$1.7 million for that project.

In Re: Voting Credentials for VACo Annual Meeting

Mr. Stanley stated the Board will wish to designate its voting delegate and alternate for the VACo

Annual Business Meeting. He said the Chair is unable to attend this year.

Supervisor Jones made a motion, seconded by Chairman Emert, to designate Vice-Chair Supervisor

Pride as the delegate and Supervisor Cooper-Jones as the alternate; the motion carried:

Aye:

Nay: None

Beverly M. Booth Pattie Cooper-Jones J. David Emert Llew W. Gilliam, Jr. Robert M. Jones Odessa H. Pride Jerry R. Townsend James R. Wilck

In Re: Finance Committee Report - Director of Finance

Mr. Stanley said the Finance Committee reviewed and recommended the 2023 Budget Schedule, as

follows:

DATE	ACTIVITY	TIME/LOCATION
January 21, 2022	Budget Preparation Guide distributed to County Departments and Constitutional Offices	
January 21, 2022	Donation Request forms distributed	

County of Prince Edward FY 2022-2023 Budget Schedule

Feb. 1-25, 2022	Budget work sessions between Departments and County Administrator	
February 15, 2022	Joint Finance Committee Meeting of Board of Supervisors and School Board	5:30 p.m. School Board Office
February 22, 2022	Board of Supervisors Budget Planning Meeting (Davenport Presentation)	5:30 p.m. Board of Supervisors Room
February 25, 2022	Budget worksheets submitted to County Administrator	
March 2, 2022 (Changed from 9 th)	Joint Finance Committee Meeting of Board of Supervisors and School Board	1:00 p.m. School Board Office
March 11, 2022	Revenue estimated completed by County Administrator	
March 15, 2022	School Superintendent budget presentation to Board of Supervisors and School Board Presentation of County Administrator's proposed budget to Board of	3:30 p.m. Board of Supervisors Room
	Supervisors	
March 22, 2022	Board of Supervisors budget work session – presentations by outside agencies	2:00 p.m. Board of Supervisors Room
March 29, 2022	Board of Supervisors budget work session (If needed)	5:30 p.m. Board of Supervisors Room
April 5, 2022	Board of Supervisors authorizes Public Hearing for April 19 (Ad dates – April 13)	
April 12, 2022	Board of Supervisors Budget Work Session	5:30 p.m. 3 rd Floor Conference Room
April 19, 2022	Board of Supervisors Budget Work Session (If needed)	5:30 p.m. 3 rd Floor Conference Room
April 19, 2022	Public Hearing on County & School Budgets & Tax Rates (PC Meeting will need to be rescheduled)	7:00 p.m. Board of Supervisors Room
April 26, 2022	Budget Work Session, Adoption of County & School Budgets & Tax Rates	7:00 p.m. Board of Supervisors Room
June 7, 2022	Approval of Appropriations.	7:00 p.m. Board of Supervisors Room

Supervisor Jones made a motion, seconded by Supervisor Wilck, to approve the FY 2023 Budget

Schedule as presented, with the caveat that the schedule is subject to amendment; the motion carried:

Aye:

Beverly M. Booth Pattie Cooper-Jones J. David Emert Llew W. Gilliam, Jr. Robert M. Jones Odessa H. Pride Jerry R. Townsend James R. Wilck Nay: None

Mrs. Puckett then reported a letter was received from the Registrar requesting an increase in pay for her Deputy Registrar, Caitlin Bryant. The Finance Committee recommend tabling the issue until the budget process.

Following some discussion, the Board concurred to table the topic to discuss during the budget process, due to past action by the Board to not provide salary increases mid-year.

Mrs. Puckett stated the Piedmont Health District reported that the Prince Edward County Health Department (PECHD) will maintain a local fund balance of \$25,763.34 for the year. Piedmont Health District would like Prince Edward County to carry over the funds into the PECHD Local Funds account, which would be used to purchase needed capital improvements. Following some discussion, the Board concurred to bring this item before the Board during the November meeting.

Mrs. Puckett stated a request was received from Sheriff Epps regarding a one-time bonus of \$3,000 which was approved for Comp Board funded Sheriff's Office sworn employees, and to also include unsworn officers, dispatchers and the Administrative Assistant. Following discussion, the Finance Committee recommends a \$3,000 bonus for all full-time employees of the Sheriff's office, a \$1,500 bonus for all permanent part-time employees, with the condition that the employees have worked for the County for a minimum of 35 hours per month from July through October, and having been employed with the County as of July 1, 2021, and remain an employee of the County on the day that the bonus is issued. The Committee also recommends a combination of hazard bonus and premium pay for all other eligible County employees, full time and part time as a percentage of the full-time hours worked, with the exact amount to be voted on at a later date. Mrs. Puckett said because this must be done by ordinance, a public hearing must be held.

Supervisor Cooper-Jones made a motion, seconded by Supervisor Wilck, to advertise a public hearing on a hazard bonus and premium pay for Sheriff's Office employees and all other eligible County employees to be held during the November 9, 2021 Board of Supervisors meeting; the motion carried:

Aye:

Beverly M. Booth Pattie Cooper-Jones J. David Emert Llew W. Gilliam, Jr. Robert M. Jones Odessa H. Pride Jerry R. Townsend James R. Wilck Nay: None

Mrs. Puckett reported the Finance Committee discussed the issuance of a Residential Refuse Decal for residents of Prince Edward County. She stated the Finance Committee recommended tabling this issue pending a conversation with the Treasurer. Following some discussion, the Board concurred to table the issue to gather input from the Treasurer.

Mr. Stanley stated a letter was received from the Auditor of Public Accounts regarding the year-end reports; it was found the County maintained accountability and complied with state laws and regulations.

In Re: Personal Property Tax Relief Act (PPTRA)

Mr. Stanley stated he and the IT Consultant have computed the Personal Property Tax Relief Act (PPTRA) percentage of tax relief from the Commonwealth for 2021 to be 30.50% of assessed value based upon guidelines provided by the Commonwealth. The percentage was 33.75% for 2020.

Supervisor Booth made a motion, seconded by Supervisor Townsend, to approve the resolution to set the Personal Property Tax Relief Act (PPTRA) percentage of tax relief from the Commonwealth for 2021 to be 30.50%; the motion carried:

Aye:

Beverly M. Booth Pattie Cooper-Jones J. David Emert Llew W. Gilliam, Jr. Robert M. Jones Odessa H. Pride Jerry R. Townsend James R. Wilck Nay: None

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PRINCE EDWARD, VIRGINIA PPTRA RESOLUTION FOR 2021

County of Prince Edward, Virginia

In accordance with the requirements set forth in VA. CODE ANN §58.1-3524 C.2. and § 58.1-3912 E., as amended by Chapter 1 of the Acts of Assembly (2004 Special Session I) and as set forth in *Item 503.E.* (*Personal Property Tax Relief Program*) of Chapter 951 of the 2005 Acts of Assembly, any qualifying vehicle sitused within the County of Prince Edward, Virginia commencing January 1, 2021, shall receive personal property tax relief in the following manner:

- Personal use vehicles with assessed value of \$1,000 or less will be eligible for 30.50% tax relief; and
- Personal use vehicles with assessed value of \$1,001 or more shall receive 30.50% tax relief on the first \$20,000 in assessed value; and
- All other vehicles which do not meet the definition of "qualifying" (such as business use vehicles, motor homes, etc.) will not be eligible for any form of tax relief under this program; and
- In accordance with *Item 503.D.1. of Chapter 951 of the 2005 Acts of Assembly*, the entitlement to personal property tax relief for qualifying vehicles for tax year 2005 and all prior tax years shall expire on September 1, 2006. Supplemental assessments for tax years 2005 and prior years that are made on or after September 1, 2006 shall be deemed "non-qualifying" for purposes of state tax relief and the local share due from the taxpayer shall represent 100% of the tax assessable.

In Re: Animal Warden's Report

Mr. Chris Riviere, Deputy Animal Control Officer, submitted a report for the month of September

2021, which was reviewed and ordered to be filed with the Board papers.

In Re: Building Official's Report

Mr. Coy Leatherwood, Building Inspector, submitted a report for the month of September 2021,

which was reviewed and ordered to be filed with the Board papers.

In Re: Cannery - Home

Ms. Patty Gulick, Cannery Manager, submitted a report for the month of September 2021, which was reviewed and ordered to be filed with the Board papers.

In Re: Cannery - Commercial

Ms. Hannah Evans, Food Works Director, submitted a report for September 2021, which was reviewed and ordered to be filed with the Board papers.

In Re: Commonwealth Regional Council Items of Interest

Ms. Melody Foster, Executive Director, submitted a report for the month of September 2021, which was reviewed and ordered to be filed with the Board papers.

In Re: Prince Edward County Public Schools

Dr. Barbara Johnson, Superintendent, submitted a summary financial report for the month of September 2021 which were reviewed and ordered to be filed with the Board papers.

In Re: Tourism/Visitor Center Report

Ms. Chelsey White, Director of Economic Development and Tourism, submitted a report for the month of September 2021, which was reviewed and ordered to be filed with the Board papers.

On motion of Supervisor Wilck, seconded by Supervisor Cooper-Jones, and adopted by the following vote:

Nay: None

Aye:

Beverly M. Booth Pattie Cooper-Jones J. David Emert Llew W. Gilliam, Jr. Robert M. Jones Odessa H. Pride Jerry R. Townsend James R. Wilck

the meeting was adjourned at 8:35 p.m.

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Board of Supervisors Agenda Summary

Meeting Date:	November 9, 2021
Item #:	8-c
Department:	County Administration
Staff Contact:	Crystal Baker
Agenda Item:	Review of Accounts & Claims

SUMMARY:

The October 2021 bill list is attached for the Board's review.

COST:

ATTACHMENTS: October 2021 Bill List, Mileage Reports

RECOMMENDATION:

SAMPLE MOTION:

Motion	
Second	

Booth _____ Cooper-Jones _____ Emert _____

Gilliam	
Jones	
Pride	

Townsend ______ Wilck _____

ACCOUNTS PAYABLE CHECKS PRINCE EDWARD	\$\$ PAY \$\$	\$756,144.29 \$66.00 \$330.63 \$41.54 \$23,239.46 \$7,790.16 787,612.08
FROM DATE- 10/01/2021 TO DATE- 10/31/2021	DESCRIPTION	GENERAL FUND FORFEITED ASSETS FUND WATER FUND SEWER FUND PIEDMONT COURT SERVICES FUND TOTAL
11/04/2021	FUND NO.	100 501 522 741

PAGE

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AFTER CHECKS PAGE 1	TNUOMA			917.17 * 199.89 199.89 199.89 40.42 531.96 550.00 450.00 550.00	550.00 550.00 550.00 55.89 32.20 81.89 81.89	4,008.87 *	560.58 560.58 * 7,054.12 **		82.72 7.54		114.22 * 34.88		30.00 * 25.00 50.00
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00 GENERAL FUND	VENDOR VENDOR NUMBER NAME BOARD OF SUPERVISORS	Stategic Planning 21756 LETTERPRESS COMMUNICATIONS	Advertising 15240 FARMVILLE NEWSMEDIA	Travel-Subsistence & Lodg 11250 BENCHMARK COMMUNITY BANK 11250 BENCHMARK COMMUNITY BANK	BENCHMARK COMMUNITY BENCHMARK COMMUNITY BENCHMARK COMMUNITY BENCHMARK COMMUNITY BENCHMARK COMMUNITY BENCHMARK COMMUNITY BENCHMARK COMMUNITY BENCHMARK COMMUNITY	ADP Equipment	COST NUT TO A COST O	COUNTY ADMINISTRATOR	Worker's Compensation 31421 VACORP 31421 VACORP	Telecommunications 31339 VERIZON WIRELESS	Travel-Subsistence & Lodg 11250 BENCHMARK COMMUNITY BANK	Travel-Convention & Educa 11250 BENCHMARK COMMUNITY BANK	Dues & Association Member 11250 BENCHMARK COMMUNITY BANK 11250 BENCHMARK COMMUNITY BANK
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AFTER CHECKS PAGE 2		120.00 * 33.90 * 8.95 8.95 139.99 138.95 287.92 287.92	2,068.87 * 2,068.87 * 27.95 61.08 147.11 236.14 *		5,000.00- 8,035.68 3,035.68 * 3,035.68 *			47.19 *	638.00 * 73.68 73.70 t		1,572.11 * 65.00 2,395.98 **
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PRINCE INVOICES	INV# 1563 ADMIN 1021	1555 ADMIN 1021 1563 ADMIN 1021 003062/1708618 560451 560743 561237 561237	211563 ADMIN 1021 27225402 27687295		21-22 SUPPRT2/4 1071		WRKCOMP2/4 1021 91033 WRK AUDIT	560399	T443758	1563 ADMIN 1021 559430 560241 560242	COR ACCESS 2021
21 100 GENERAL FUND	VENDOR VENDOR NUMBER NAME 11250 BENCHMARK COMMUNITY BANK	Office Supplies 01250 BENCHMARK COMMUNITY BANK 11250 BENCHMARK COMMUNITY BANK 13369 DIANOND SPRINGS WATER INC 20600 KEY OFFICE SUPPLY 20600 KEY OFFICE SUPPLY 20600 KEY OFFICE SUPPLY 20600 KEY OFFICE SUPPLY 20600 KEY OFFICE SUPPLY	BOOKS and BENCHMARK C MATTHEW BEN MATTHEW BEN	INDEFENDENT AUDITOR	Accountings & Auditing Se 12928 CROSSROAD SERVICES BOARD 31680 VML/VACO FINANCE	COMMISSIONER OF REVENUE	Worker's Compensation 31421 VACORP 31421 VACORP	Maintenance Service Contr 20600 KEY OFFICE SUPPLY	Telecommunications 13325 TREASURER OF VIRGINIA	Office Supplies 11250 BENCHMARK COMMUNITY BANK 20600 KEY OFFICE SUPPLY 20600 KEY OFFICE SUPPLY 20600 KEY OFFICE SUPPLY	Books & Subscriptions 13012 DMV
AP375H 11/04/2021 FUND # - 1(MAJOR# ACCT#	1009	6012	012240	3120	012310	2700	3320	5230	6001	6012

AFTER CHECKS PAGE 3	AMOUNT		52.32 * 1,350.00 3,950.00			160.00 * 972.67 120.28		9,033.85 **	2,896.40	2,896.40 * 96.26 5.24 101.50 * 2,997.90 **				27.44 * 141.85 119.98
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00 GENERAL FUND	VENDOR VENDOR NUMBER NAME TREASURER	Worker's Compensation 31421 VACORP 31421 VACORP	Postal Services 11353 BMS DIRECT 11353 BMS DIRECT	Telecommunications 11250 BENCHMARK COMMUNITY BANK 13325 TREASURER OF VIRGINIA	Travel-Convention & Educa 32294 WELDON COOPER CENTER	Office Supplies 11250 BENCHMARK COMMUNITY BANK 11250 BENCHMARK COMMUNITY BANK	DMV Stops 13012 DMV	ELECTORAL BOARD AND OFFICIALS	Printing 24985 OWEN G DUNN CO	Office Supplies 32961 WRIGHT LYNETTE 32961 WRIGHT LYNETTE	REGISTRAR	Worker's Compensation 31421 VACORP 31421 VACORP	Travel-Mileage 32961 WRIGHT LYNETTE	Office Supplies 20600 KEY OFFICE SUPPLY 24985 OWEN G DUNN CO
AP375H 11/04/2021 FUND # - 100	MAJOR# ACCT# 012410	2700	5210	5230	5540	6001	6020	013100	3500	6001	013200	2700	5510	6001

AFTER CHECKS PAGE 4	AMOUNT 30.22 292.05 * 337.23 **			8.22 * 26.57- 150.00 8.25 131.68 *	139.90 **			514.89 *	6.14 * 521.03 **		75.98 6.93		60.46 * 30.00 * 30.00 30.00 30.00	180.00 *	32.42 211.96 209.55 453.93 *		
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PRINCE EDWARD INVOICES FOR 10/01/2021	INV# REIMB 1021		WRKCOMP2/4 1021 91033 WRK AUDIT	559484 CREDIT 559485 560290			N9061000 16526	012135 0921			WRKCOMP2/4 1021 91033 WRK AUDIT	309863799 1021	JUROR 092121 JUROR 092121 JUROR 092121 JUROR 092121 JUROR 092121 JUROR 092121		011151/0921 559743 559743		
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AFTER CHECKS PAGE 5	AMOUNT	10.00 89.50 876.80 *		366.00 366.00 * 366.00 *		95.59 9.61		210.00 * 500.00	500.00 * 24.50 65.85 22.95	212.06 * 1,027.26 **		11.20 1.04 12.24 * 12.24 *		6,956.34 566.49 500.49	7,522.83 * 719.58
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10/31/2021	DESCRIPTION	PLAT COPIES POSTERS		MONTHLY PAYMENT		WORKERS COMP INSRNCE WORKERS COMP AUDIT	PO BOX 266 RENT	SEMINAR	BINDERS POCKETS/FOLDERS DOOR SIGN/STAMPS OMNI STAMP			WORKERS COMP INSRNCE WORKERS COMP AUDIT		WORKERS COMP INSRNCE WORKERS COMP AUDIT	VET SERVICE
PRINCE EDWARD INVOICES FOR 10/01/2021	#NNT	410627 A13438534261		3093495161		WRKCOMP2/4 1021 91033 WRK AUDIT	BOX RENT 1021	2256 CWA 1021	55855 558556 559831 560134			WRKCOMP2/4 1021 91033 WRK AUDIT		WRKCOMP2/4 1021 91033 WRK AUDIT	144483
PRINCE DO GENERAL FUND	VENDOR VENDOR NUMBER NAME PAAR Subserintians	29038 T&N PRINTING 999999 VIRGINIA LABOR LAW POSTER	LAW LIBRARY	Books and Subscriptions 21761 RELX INC DBA LEXISNEXIS	COMMONWEALTH'S ATTORNEY	Worker's Compensation 31421 VACORP 31421 VACORP	Postal Services 30637 U S POSTAL SERVICE	Travel-Convention & Educa 11250 BENCHMARK COMMUNITY BANK	Office Supplies 20600 KEY OFFICE SUPPLY 20600 KEY OFFICE SUPPLY 20600 KEY OFFICE SUPPLY 20600 KEY OFFICE SUPPLY		VICTIM WITNESS ASSISTANCE PROGRAM	Workmen's Compensation 31421 VACORP 31421 VACORP	SHERIFF	Worker's Compensation 31421 VACORP 31421 VACORP	Animal Care/Services 12945 CUMBERLAND ANIMAL HOSPITL
AP375H 11/04/2021 FUND # - 100	MAJOR# ACCT# 6012	N H D D	021800	6012	022100	2700	5210	5540	6001		022200	2700	031200	2700	3110

AFTER CHECKS PAGE 6	AMOUNT 88.37 52.89	860.84 * 27.00		1,175.00 * 344.94 257.48 20.000 87.97 148.95 138.95 102.93 92.97 992.97 992.97 992.97 123.98 123.98 123.65 392.07 988.00	1,525.33 * 360.00 775.00 388.56 388.56 922.09	2,834.21 * 116.00 116.00 *	667.35 117.55 10.36 7.97 80.03		
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10/31/2021	DESCRIPTION DOG FOOD/BEDDING DOG FOOD	FINGER PRINT COST	RADIO REPAIR/MAINT	BRAKE & ROTORS BRAKES/ROTORS INSPECTION OIL CHANGE/SERVICE OIL CHANGE/SERVICE OIL CHANGE/WPR BLDES OIL CHANGE OIL CHANGE OIL CHANGE OIL CHANGE OIL CHANGE OIL CHANGE OIL CHANGE CREDIT MEMO STATE INSPECTION OIL CHANGE/SLUGS	MAINT SERV CONTRACT MAINT SERV CONTRACT GPS SERVICE GPS SERVICE VEHICLE MODEMS	POSTAGE/GAS/MEALS	CELLULAR SERVICE REMOTE BACKUP/FIBER VCIN PHONE SALLY PORT PHONE	POSTAGE/GAS/MEALS MILEAGE/MEAL REIMB	POSTAGE/GAS/MEALS MILEAGE/MEAL REIMB
PRINCE EDWARD INVOICES FOR 10/01/2021	INV# 1149247 1149377	REIMB 0821	408000648 1	206611 207897 208103 208103 28463 28463 28784 28784 29274 0921 29554 29554 29564 29564 29554 29564 29552 29564 29552 29521 29522 29521 29522 20522 200	21 10 191ME 278030 02V000002543396 0SV000002570711 9889403597 0921	0555SHERIFF1021	677451 0921 18636 309468839 1021 309558628 1121 489983564 0921	0555SHERIFF1021 REIMB 0921	0555SHERIFF1021 REIMB 0921
GENERAL FUND	VENDOR VENDOR NUMBER NAME 28596 SOUTHERN STATES 28596 SOUTHERN STATES	Professional Services 25781 PRINCE EDWARD CO SCHL BD	Repairs/Maintenance-Radio 22495 MOBILE COMMUNICATIONS AMER	Repairs & Maint-Auto & Eq14300EAST END MOTOR CO INC14300EAST END MOTOR CO INC14300EAST END MOTOR CO INC14915EXPRESS CARE14915EXPRESS CARE17004HALEY AUTO MALL17004HALEY AUTO MALL17004HALEY AUTO MALL27490RUNDSTROM AUTO LLC27490RUNDSTROM AUTO LLC	Maintenance Service Contr 12772 COMPUTER PROJECTS OF IL 18661 ID NETWORKS 23833 VENIZON CONNECT NWF, INC 23833 VERIZON CONNECT NWF, INC 31339 VERIZON WIRELESS	Postal Services 11894 BUSINESS CARD	Telecommunications 10102 AT&T MOBILITY 20904 KINEX NETWORKING SOLUTION 21319 CENTURYLINK 21319 CENTURYLINK 21319 CENTURYLINK	Travel-Mileage 11894 BUSINESS CARD 29239 THORNTON WILLIAM	Travel-Subsistence & Lodg 11894 BUSINESS CARD 29239 THORNTON WILLIAM
AP375H 11/04/2021 FUND # - 100	MAJOR# ACCT#	3160	3310	3311	3320	5210	5230	5510	5530

AFTER CHECKS PAGE 7			623.66 * 78.97 78.97 22.90 22.90 41.70 251.55 159.07 159.21 531.18 531.18 531.18 545.80 555.55 545.80 555.55 545.80 555.70 555.555.55 555.555.555.555.555.555.555.555.555.555.555.555.555.555.555.5555	2,008.07 * 14.41 14.41	343.75 343.75 21.00 364.75 *	170.93 170.93 679.80 213.94 1,064.67 *	330.21 219.99 173.57 115.00 53.75	
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10/31/2021	DESCRIPTION MEALS	GREEN FOLDERS FOLDERS FOLDERS	BATTERIES MOLSTENERS/PENS EQUIPMENT RENTAL EQUIPMENT RENTAL MATER MATER MATER LETTERHEAD FORMS LETTERHEAD FORMS CARTRIDGES CARTRIDGES CARTRIDGES ANT BAIT TIES/WIPES/SHARPIES	VIRSO ELECTRIC	POSTAGE/GAS/MEALS GAS	BATTERY TIRES TIRES	TASER ROLSTERS POSTAGE/GAS/MEALS SUPPLIES EVIDENCE TAPE TARGETS	ARMOR SKINS BOOTS SHOES BOOTS BOOTS BOOTS CREDIT MEMO GLOVE POUCH SHIRTS & PANTS
PRINCE EDWARD INVOICES FOR 10/01/2021	INV# MEAL REIMB 1021	559999 560000 560001	1CJM G9HW 91NW 1VDM MDHW W6H3 012832/1714219 012832/1748628 012832/1748628 20214401 20214401 255952 559520 559580 636325 0921 RIEWB 0921	526776002 0921	0555SHERIFF1021 REIMB 1021	207425 207680 208380	INUS017005 0555SHERIFF1021 019303564 019303564 0513429 IN R84162	58866 019273571 019303007 019365546 019367582 019418535 019422190 89588 99
GENERAL FUND	VENDOR VENDOR NUMBER NAME 34410 YODER BRANDON	Accreditation 20600 KEY OFFICE SUPPLY 20600 KEY OFFICE SUPPLY 20600 KEY OFFICE SUPPLY	Office Supplies 10259 AMAZON CAPITAL SERVICES 10259 AMAZON CAPITAL SERVICES 113369 DIAMOND SPRINGS WATER INC 113369 DIAMOND SPRINGS WATER INC 15380 FARWYLLE PRINTING 15380 FARWYLLE PRINTING 15380 FARWYLLE PRINTING 15380 FARWYLLE PRINTING 20600 KEY OFFICE SUPPLY 20600 KEY OFFICE SUPPLY	Virso Comm Center Crime P 28640 SOUTHSIDE ELECTRIC COOP	T 1 M	Vehicle & Powered Equip S 14300 EAST END MOTOR CO INC 14300 EAST END MOTOR CO INC 14300 EAST END MOTOR CO INC	Police Supplies 10895 AXON ENTERPRISE INC 11894 BUGINESS CARD 16102 GALLS LLC 28432 SIRCHIE FINGER PRINT LABS 29343 TOWN POLICE SUPPLY-RCHWND	Uniforms & Wearing Appare 10380 AMERICAN UNIFORM SALES 16102 GALLS LLC 16102 CALLS LLC
AP375H 11/04/2021 FUND # - 100 (MAJOR# VER ACCT# NUN 34	5801 2(2(2(6001 222 222 222 222 222 222 222 222 222	6004 28	6008 L1		6010 228 228	6011 110 2011 110 110 110 110 110 110 110

AFTER CHECKS PAGE 8	AMOUNT 113.88 113.88 450.48 450.48 450.48 289.10 289.10 233.78 42 233.10 97.00 97.00 97.00 76.94 1011.90 1011.90	39,031.73	39,031.73 * 199.00 * 64,178.96 **		3,206.99 193.05 3,400.04 * 3,400.04 **		59.99 191.94 12.69 18.21 94.91 2,005.00	. 35 . 35 . 35 . 35
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00 GENERAL FUND	VENDOR VENDOR NUMBER NAME 27153 READ'S UNIFORMS LLC 27153 READ'S UNIFORMS LLC	Body Cam Grant 10895 AXON ENTERPRISE INC	Furniture & Fixtures 20600 KEY OFFICE SUPPLY	SHERIFF - COURTS	Worker's Compensation 31421 VACORP 31421 VACORP	VOLUNTEER FIRE DEPARTMENT	Payment to Farmville VFD 11422 BOUND TREE MEDICAL LLC 11422 BOUND TREE MEDICAL LLC 20600 KEY OFFICE SUPPLY 20600 KEY OFFICE SUPPLY 20600 KEY OFFICE SUPPLY 22495 MOBILE COMMUNICATIONS AMER	Payment to Rice VFD 10009 A PLUS ELECTRICAL LLC 11772 BUG BUSTERS PEST CONTROL 12024 C W WILLIAMS 12845 GFL/COUNTY WASTE 12845 GFL/COUNTY WASTE
AP375H 11/04/2021 FUND # - 100	MAJOR# ACCT#	6024	8202	¹⁰²¹²⁰¹	2700	032200	7001	7002
	MAJOR# ACCT#	6024	8202			032200	7001	7002

		ACCO
10/31/2021	DESCRIPTION MOWING KEYLESS LAMPHOLDER MAINTENANCE & REPAIR PHONE FUEL FILTER DIESEL RVFD LP GAS DIESEL RVFD LP GAS DIESEL RVFD FIPING RVFD ELECTRIC RVFD ELECTRIC RVFD ELECTRIC	PEST CONTROL DHVFD
FRINCE EDWARD LISTING OF INVOICES FOR 10/01/2021 10/31/2021	INV# 97 723868 4602 310013979 1021 226329 RVFD 1730592 1730592 1662683 1607429 1662683 1607429 1846076 1607429 4500495009 1121 4500495009 1121 4500495009 1121	SEPTEMBER 2021
	ENDOR VENDOR UMBER NAME 14655 ELLINGTON'S LAWN SERVICE 15560 FARMVILLE WHSALE ELECTRIC 18671 INDUSTRIAL REPAIR INC 23348 NAPA OF FARWVILLE 23348 NAPA OF FARWVILLE 28597 SOUTHERN STATES COOP INC 285597 SOUTHERN STATES COOP INC 285598 SOUTHERN STATES COOP INC 285598 SOUTHERN STATES COOP INC 285598 SOUTHERN STATES COOP INC 285598 SOUTHERN STATES COOP INC 31846 DOMINION ENERGY VIRGINIA 31846 DOMINION ENERGY VIRGINIA	Payment to Darlington VFD 12996 CYRUS PEST CONTROL CO
GENEF	VENDOR NUMBER 14695 15670 15671 232497 2324397 28597 28597 28597 28598 31846 31846	12996
AP375H 11/04/2021 FUND # - 100 GENERAL FUND	AGCT# 1	7004

AFTER CHECKS PAGE 9

MAJOR#	VENDOR VENDOR NIMREP NAME	T NTV74	さん トロイト おくり はん		THEFT OVER
* •)))	BLLINGTON FARMVILLE INDUSTRIA INDUSTRIA INDUSTRIA NAPA OF F SOUTHERN SOUTHERN SOUTHERN	97 723868 4602 310013979 1021 226329 RVFD 1662683 1730592 1607429 1662683 1607429	MONING KEYLESS LAMPHOLDER MAINTENANCE & REPAIR PHONE FUEL FILTER PIEL FILTER DIESEL RVFD DIESEL RVFD DIESEL RVFD PIFING		255.00 255.00 255.00 155.24 31.49 281.46 483.22 281.46 281.00
	31846 DOMINION ENERGY VIRGINIA 31846 DOMINION ENERGY VIRGINIA 31846 DOMINION ENERGY VIRGINIA	4500495009 1021 4500495009 1121 5487358649 0921	RVFD ELECTRIC RVFD ELECTRIC RVFD ELECTRIC	ACCOUNT TOTAL	496.68 306.28 19.45 12.456.62 *
7004	Payment to Darlington VFD 12996 CYRUS PEST CONTROL CO 13083 DARLINGTON HGT FIRE DEPT 14300 EAST END MOTOR CO INC 14700 ELLINGTON ENERGY SERVICE 14700 ELLINGTON ENERGY SERVICE 28640 SOUTHSIDE ELECTRIC COOP	SEPTEMBER 2021 REIMB 0921 208341 28730 325G 2 28848 325G 1 38156001 1021	PEST CONTROL DHVFD INTERNET/GAS/TILE TRANSMISSION SERVICE PROPANE DHVFD DHVFD PROPANE DHVFD ELECTRIC		
7005	Payment to Hampden-Sydney 10849 ATLANTIC EMERGENCY 11772 BUG BUSTERER PEST CONTROL 17139 HAMPDEN SYDNEY COLLEGE 21319 CENTURYLINK 31846 DOMINION ENERGY VIRGINIA	13725RIC 703368 184601 112541 1021 310187773 1021 8350720002 1021	MAINTENANCE/REPAIR PEST CONTROL HSVFD POSTAGE PHONE HSVFD ELECTRIC	ACCOUNT TOTAL	3,545.05 * 9,381.17 45.00 119.53 343.81 343.81
7007	Payment to Meherrin VFD 25246 PARKER OIL CO INC 25246 PARKER OIL CO INC 31339 VERIZON WIRBLESS 31846 DOMINION ENERGY VIRGINIA 31846 DOMINION ENERGY VIRGINIA	901849 63302A 3 924246 63302A 3 988866677 0519881510 1021 1913347348 1021	DIESEL DIESEL MVFD MVFD PHONE MVFD ELECTRIC MVFD ELECTRIC	ACCOUNT TOTAL ACCOUNT TOTAL MAJOR TOTAL	9,963.83 * 826.04 747.23 117.80 565.08 32.288.67 * 30,946.98 **
032300	AMBULANCE AND RESCUE SERVICES				
7005	Prince Edward Rescue Squa 25880 PRINCE EDWARD VOL RESCUE	21-22 SUPPRT2/4.	21-22 SUPPORT	ACCOUNT TOTAL	21,500.00 21,500.00 *
7008	Meherrin Rescue 22349 MEHERRIN FIRE & RESCUE	21-22 SUPPRT2/4	21-22 SUPPORT	ACCOUNT TOTAL MAJOR TOTAL	3,250.00 3,250.00 * 24,750.00 **
032400	FOREST FIRE PREVENTION				
3840	FOREST FIRE SERVICE 28864 VIRGINIA DEPT OF FORESTRY	20179318	FIRE SUPPRESSION		11,716.38

11,716.38 11,716.38 * 11,716.38 **

ACCOUNT TOTAL MAJOR TOTAL

AFTER CHECKS PAGE 10	AMOUNT	468.75		31.00 * 143.35	143.35 * 470.00 470.00 * 113.10 **				247,827.08 * 248,027.08 **		279.77 31.88		10.00 * 23.32 * 23.32 *			326.28 * 50.00 50.00 * 100.00 *
A					ACCOUNT TOTAL ACCOUNT TOTAL MAJOR TOTAL				ACCOUNT TOTAL MAJOR TOTAL			ACCOUNT TOTAL	ACCOUNT TOTAL ACCOUNT TOTAL MAIOP TOTAL			ACCOUNT TOTAL ACCOUNT TOTAL
21 10/31/2021	DESCRIPTION	ADDRESS DATA MAINT	PEFYA AUTO FIRE TEST	CVD VAX CLINIC WIFI	SERVICES/ADVERTISING		JUVENILLE DETENTION	INMATE DAYS 2ND QTR			WORKERS COMP INSRNCE WORKERS COMP AUDIT	PLUGS/ROTATE/BALANCE	CELLULAR SERVICE		WORKERS COMP INSRNCE WORKERS COMP AUDIT	PEST CONTROL PEST CONTROL
PRINCE EDWARD OF INVOICES FOR 10/01/2021	#ANI	274291 34335,10	303893 CVD VAX	491005300 1021	2107		1979	3732			WRKCOMP2/4 1021 91033 WRK AUDIT	74216	242374982 0921		WRKCOMP2/4 1021 91033 WRK AUDIT	719313 0821 719313 0921
GENERAL FUND	VENDOR VENDOR NUMBER NAME EMERGENCY SERVICES	Professional Service E-91 29280 TIMMONS GROUP	Facility Costs - COVID VA 10251 ALLIED SECURITY SYSTEMS, I	Clinic Operations - COVID 21319 CENTURYLINK	Public Info - COVID VAX 21756 LETTERPRESS COMMUNICATIONS	REGIONAL JAIL & DETENTION	Purchase of Services - Ja 25375 PIEDMONT RGNL JUVENILE	Piedmont Regional Jail-Pe 25380 PIEDMONT REGIONAL JAIL		BUILDING OFFICIAL	Worker's Compensation 31421 VACORP 31421 VACORP	Repairs & Maint-Auto 27770 ROD & STAFF LLC	Telecommunications 31339 VERIZON WIRELESS	ANIMAL CONTROL	Worker's Compensation 31421 VACORP 31421 VACORP	Repairs/Maintenance 13730 DODSON BROS EXTERNINATING 13730 DODSON BROS EXTERMINATING
AP375H 11/04/2021 FUND # - 100	MAJOR# ACCT# 032500	3160	6015	6016	6017	033200	3196	7001		034100	2700	3311	5230	035100	2700	3310

AFTER CHECKS PAGE 11	AMOUNT			222.28 * 40.88 90.45			79.66 * 1,490.66 1,745.33 3,235.99 *	4,233.43	20.00 20.00 * 20.00 *		1,073.84 128.56	
đ.				ACCOUNT TOTAL	ACCOUNT TOTAL	ACCOUNT TOTAL	ACCOUNT TOTAL ACCOUNT TOTAL	TRIUI NUURI	ACCOUNT TOTAL MAJOR TOTAL			
10/31/2021	DESCRIPTION	MAINTENANCE/CLEANSUP MAINTENANCE/CLEANSUP	PHONE CELLULAR SERVICE	MEALS MEALS	MAINTENANCE/CLEANSUP	MAINTENANCE/CLEANSUP MAINTENANCE/CLEANSUP	AC TRUCK BED COVER AC TRUCK BED COVER		CORONER		WORKERS COMP INSRNCE WORKERS COMP AUDIT	PEST CONTROL PEST CONTROL PEST CONTROL PEST CONTROL PEST CONTROL PEST CONTROL PEST CONTROL PEST CONTROL PEST CONTROL
PRINCE EDWARD INVOICES FOR 10/01/2021	#ANT	630109 0921 630109 0921	310119726 1021 242374982 0921	REIMB 1021 REIMB 1021	630109 092 1	630109 0921 630109 0921	1555 ADMIN 1021 1563 ADMIN 1021		LOVELACE YLISHE		WRKCOMP2/4 1021 91033 WRK AUDIT	158003 0821 158003 0821 158005 0821 158005 0821 158006 0821 158006 0921 158007 0921 158010 0821 158010 0921 158010 0921
D GENERAL FUND	VENDOR VENDOR NUMBER NAME Proving Maint Muth C Do	« MALINC-AUCO « IE/ WALMART IE/ WALMART	Telecommunications 21319 CENTURYLINK 31339 VERIZON WIRELESS	Travel-Subsistence & Lodg 10132 ADAMS ARIEL 27586 RIVIERE CHRIS	Office Supplies 21153 CAPITAL ONE/ WALMART	Supplies for Shelter 21153 CAPITAL ONE/ WALMART 21153 CAPITAL ONE/ WALMART	MOtor Vehicle 11250 BENCHMARK COMMUNITY BANK 11250 BENCHMARK COMMUNITY BANK	MEDICAL EXAMINER	Professional Health Serv 29459 TREASURER OF VIRGINIA	GENERAL PROPERTIES	Worker's Compensation 31421 VACORP 31421 VACORP	Repairs/Maintenance 13730 DODSON BROS EXTERMINATING 13730 DODSON BROS EXTERMINATING
AP375H 11/04/2021 FUND # - 100	MAJOR# ACCT# 3311	-1 -1 -7 -7	5230	5530	6001	6002	8205	1 032300 6	3110 1	043200 G	2700	3310

AFTER CHECKS PAGE 12		12,094.76 * 231.73 231.73 *	24.16 55.47 12,183.18 1,170.02 128.31 128.31			318.94 * 100.00 * 00.01		
đ,		ACCOUNT TOTAL ACCOUNT TOTAL			ACCOUNT TOTAL	ACCOUNT TOTAL		
10/31/2021	DESCRIPTION ALRM SERVICE/XME CRD CARPET INSTALLATION CARPET INSTALL GENERATOR REPAIR GENERATOR REPAIR CLEAN CARB/FUBL SYST TRIMMER, FUBL LINE SERV CUTRCT-OCT/DEC SERV CUTRCT-OCT/DEC CONCRETE PRKING BLCK	REPAIR BRAKE LINE	ELECTRIC SCOPE BLDG COURTHOUSE STEPS HEADQUARTERS LIGHTS AT RICE AG BLDG	WATER & SEWER WATER & SEWER WATER & SEWER WATER & SEWER WATER & SEWER	PHONE PHONE PHONE CELLULAR SERVICE	MONTHLY SERVICE	LINERS/GLOVES/TOWELS SOAP/CLEANER/TOWELS CLEANING RENTALS CLEANING RENTALS	EQUIP RENTAL EQUIP RENTAL WATER WATER WATER POWER BELT V BELTS
FRINCE EDWARD INVOICES FOR 10/01/2021 10/31/2021	INV# 16069849 10187 10188 290330 290339 290340 3006168154 6	207824	114379002 1021 1545926633 1121 2786281903 1121 4883315659 1121 6669158583 1021 8105475944 1121	AG BLDG 1021 CH LANN 1021 SCOPE 1021 STEPS 1021 STEPS 1021 56 SMI WAY 1021	7305055660 1021 310262069 1021 310441360 1021 242374982 0921	9425	288805 289735 202 1176169 202 1178369	003062/1708620 003062/1708621 003062/1748622 003062/1748626 226180 226543
GENERAL FUND	VENDOR VENDOR VENDOR NUMBER NAME 17877 HUDSON-PAXNE ELECTRONICS 18910 J W SQUIRE CO., INC. 18910 J W SQUIRE CO., INC. 29035 T-N-T SMALL ENGINE REPAIR 29035 T-N-T SMALL ENGINE REPAIR 29035 T-N-T SMALL ENGINE REPAIR 29255 T-N-T SMALL ENGINE REPAIR 29260 VIRGINIA PAVING & SEALCOAT	Repairs & Maint-Auto & Eq 14300 EAST END MOTOR CO INC	Electrical Services 28640 SOUTHSIDE ELECTRIC COOP 31846 DOMINION ENERGY VIRGINIA 31846 DOMINION ENERGY VIRGINIA 31846 DOMINION ENERGY VIRGINIA 31846 DOMINION ENERGY VIRGINIA 31846 DOMINION ENERGY VIRGINIA	Water & Sewer 29332 TOWN OF FARMVILLE 29332 TOWN OF FARMVILLE 29332 TOWN OF FARMVILLE 29332 TOWN OF FARMVILLE 29332 TOWN OF FARMVILLE	Telecommunications 10105 AT&T 21319 CENTURYLINK 21319 CENTURXLINK 31339 VERIZON WIRELESS	Portable Toilet Rental 28869 STIFF 0 0 INC	Janitorial Supplies 13367 DIAMOND PAPER COMPANY 13367 DIAMOND PAPER COMPANY 30239 UNIFIRST CORPORATION 30239 UNIFIRST CORPORATION	Repairs and Maintenance S 13369 DIAMOND SPRINGS WATER INC 13369 DIAMOND SPRINGS WATER INC 13369 DIAMOND SPRINGS WATER INC 13369 DIAMOND SPRINGS WATER INC 23248 NAPA OF FARMVILLE 23248 NAPA OF FARMVILLE
AP375H 11/04/2021 FUND # - 100	MAJOR# ACCT#	3311	5110	5130	2330	5440	6005	6007

AFTER CHECKS PAGE 13		2,235.84 * 25.75 * 32,279.24 **			241.06 * 2,916.67 2,916.67 2,916.67		13.98 * 460.15 460.15		ц,709.82 * 307.06	307.06 * 77.85 * 11,559.93 **		48,750.00 48,750.00 * 48,750.00 *
AI		ACCOUNT TOTAL ACCOUNT TOTAL MAJOR TOTAL					ACCOUNT TOTAL			ACCOUNT TOTAL ACCOUNT TOTAL MAJOR TOTAL		ACCOUNT TOTAL MAJOR TOTAL
10/31/2021	DESCRIPTION HIGH PWR VBELT CEREMONY FLOWERS UNIFORM RENTAL UNIFORM RENTAL UNIFORM RENTAL UNIFORM RENTAL UNIFORM RENTAL UNIFORM RENTAL UNIFORM RENTAL UNIFORM RENTAL DAINT PAINT PAINT FAINT EMPLOYEE IDS	LAWN MOWER TUBE		WORKERS COMP INSRNCE WORKERS COMP AUDIT	COMMERCIAL CONTRACT COMMERCIAL CONTRACT COMMERCIAL CONTRACT	SHARK BITE VALVE	ELECTRIC	HEATING OIL HEATING OIL	PHONE	CLEANING SUPPLIES		21-22 SUPPORT
PRINCE EDWARD INVOICES FOR 10/01/2021	INV# 226589 18629 4094687610 4094687610 40966195 4096746195 40973309 40973309 40973309 40973364814 40973364854 6427 6921 1 2481887 RI	203960		WRKCOMP2/4 1021 91033 WRK AUDIT	591 609 618	2109 116878	44435001 1021	882212 63792K 4 916036 63792K 4	310248529 1021	289734		21-22 SUPPRT2/4
00 GENERAL FUND	VENDOR VENDOR NUMBER NAPA OF FARWVILLE 23248 NAPA OF FARMVILLE 27756 ROCHBTTB'S FLORLST 27922 CINTAS CORPORATION #524 27922 CINTAS CORPORATION #524	Vehicle & Powered Equip S 14300 EAST END MOTOR CO INC	CANNERY	Worker's Compensation 31421 VACORP 31421 VACORP	Professional Services-Can 31653 VIRGINIA FOOD WORKS 31653 VIRGINIA FOOD WORKS 31653 VIRGINIA FOOD WORKS	Repairs & Maintenance 25680 PRICE SUPPLY CO INC	Electrical Services 28640 SOUTHSIDE ELECTRIC COOP	Heating Services 25247 PARKER OIL COMPANY INC 25247 PARKER OIL COMPANY INC	Telecommunications 21319 CENTURYLINK	Janitorial Supplies 13367 DIAMOND PAPER COMPANY	HEALTH DEPARTMENT	Payment To Local Health D 25840 PRINCE EDWARD HEALTH DPT
AP375H 11/04/2021 FUND # - 100	MAJOR# ACCT#	6009	043400	2700	¹⁹¹⁶ 63	3310	5110	5120	5230	6005	051100	5610

AFTER CHECKS PAGE 14	AMOUNT	15,000.00 15,000.00 * 15,000.00 *		4,095.00 4,095.00 4,095.00 735.00 326.50 975.00 1,1186.25 97.570.20 1,261.70 9,496.00 9,496.00 9,496.00 9,496.00 9,496.00 9,496.00 9,531.90 *		4,314.00			2,500.00 * 2,500.00 * 17,356.75 **		25,000.00	25,000.00 * 20,000.00 * 45,000.00 *
AF		ACCOUNT TOTAL MAJOR TOTAL		ACCOUNT TOTAL MAJOR TOTAL					ACCOUNT TOTAL ACCOUNT TOTAL MAJOR TOTAL			ACCOUNT TOTAL ACCOUNT TOTAL MAJOR TOTAL
EDWARD For 10/01/2021 10/31/2021	DESCRIPTION	21-22 SUPPORT		PROFESSIONAL SERVCES PROFESSIONAL SERVCES		21-22 SUPPORT	21-22 SUPPORT	21-22 SUPPORT	21-22 SUPPORT		21-22 SUPPORT	21-22 SUPPORT
PRINCE INVOICES	#ANT	21-22 SUPPRT2/4				21-22 SUPPRT2/4	21-22 SUPPRT2/4	21-22 SUPPRT2/4	21-22 SUPPRT2/4		21-22 SUPPORT	21-22 SUPPORT
21 100 GENERAL FUND	VENDOR VENDOR NUMBER NAME CHAPTER X BOARD	Payment to Crossroad Ser 12928 CROSSROAD SERVICES BOARD	COMPREHENSIVE SERVICES ACT	CSA PrOGrams CSA PrOGrams 11191 BEAR CREEK ACADEMY 11191 BEAR CREEK ACADEMY 11191 BEAR CREEK ACADEMY 11191 BEALEY & THOMPSON 12181 12229 CROSSROADS SERVICES BD 12929 CROSSROADS SERVICES BD 12922 FULCRUM COUNSELORS, ILC 15965 FULCRUM COUNSELORS, ILC 16622 GLOECKNER-WEBER LLC 16622 GLOECKNER-WEBER LLC 16622 GLOECKNER-WEBER LLC 16622 GLOECKNER-WEBER LLC 16672 GRAFTON SCHOOL INC 23472 NATIONAL COUNSELING GROUP	OTHER WELFARE/SOCIAL SERVICES	Piedmont Senior Resources 25400 PIEDMONT SR RESOURCES	STEPS Inc 28866 STEPS, INC	STEPS-Community Action Pr 28866 STEPS, INC	Piedmont Area Verterans C 25371 PIEDMONT AREA VETERANS COU	SUPERVISION OF PARKS & RECREATION	PE/Farmville Youth Associ 25825 PRINCE ED-FARMVILLE YOUTH	Southside VA Family YMCA 28696 SOUTHSIDE VA FAMILY YMCA
AP375H 11/04/2021 FUND # - 1	MAJOR# ACCT# 052500	5640	053500	3160	053501	5609	5610	5615	5670	071100	5640	5643

AFTER CHECKS PAGE 15	AMOUNT	65,107.50 65,107.50 * 65,107.50 **			705.82 *	100.00	100.00	100.00 100.00	100.00 *	80.90	* 06.08	22.40 5.60	8.96 1.68	7.22 45.86 *		83.30 *	4,750.00 4,750.00 * 6,365.88 **		6,250.00	6,250.00 * 6,250.00 **		12.88
AI		ACCOUNT TOTAL MAJOR TOTAL			ACCOUNT TOTAL				ACCOUNT TOTAL		ACCOUNT TOTAL			ACCOUNT TOTAL		ACCOUNT TOTAL	ACCOUNT TOTAL MAJOR TOTAL			ACCOUNT TOTAL MAJOR TOTAL		
10/31/2021	DESCRIPTION	21-22 SUPPORT		WORKERS COMP INSRNCE WORKERS COMP AUDIT		ATG &		PC MTG PC MTG	PC MTG & MILEAGE	CELLULAR SERVICE		ATG &	8 18	PC MTG & MILEAGE	MTG MEALS		TADAYUS 22-12		21-22 SUPPORT			WORKERS COMP INSRNCE
FRINCE EDWARD ' INVOICES FOR 10/01/2021	#NN1	21-22 SUPPRT2/4		WRKCOMP2/4 1021 91033 WRK AUDIT		19	1 1 6 1	OCT 19 2021 OCT 19 2021	OCT 19 2021	242374982 0921			1 1 1 7 0	OCT 19 2021	1563 ADMIN 1021		4/JJJAANS 27-TZ		21-22 SUPPRT2/4			WRKCOMP2/4 1021
D GENERAL FUND	VENDOR VENDOR NUMBER NAME PUBLIC LIBRARY	Contribution To Library 15400 FARMVILLE-PE COMM LIBRARY	PLANNING	Worker's Compensation 31421 VACORP 31421 VACORP	Planning Commission			2805/ SANDLIN TERESA 32150 WATSON BRETT VON CANNON	32775 WOMACK HENRY E	Telecommunications 31339 VERIZON WIRELESS		17883 HUNT FRESTON 19875 JONES ROBERT M 16047 DATOR HUNDEDD	PEERY	32775 WOMACK HENRY E	Travel-Subsistence & Lodg 11250 BENCHMARK COMMUNITY BANK		COMMONMERTIL REGIONARY	COMMUNITY DEVELOPMENT	Farmville Area Bus 29332 TOWN OF FARMVILLE		ECONOMIC DEVELOPMENT	Worker's Compensation 31421 VACORP
AP375H 11/04/2021 FUND # - 100	MAJOR# ACCT# 073500	5640	081100	2700	3161					5230	5510	F			5530	5640		081200	5650		081500 I	2700
											6.	5										

AFTER CHECKS PAGE 16	TNUOMA 1.05		40.45 * 75.00 *		10.50	469.00 * 469.00	48.84		8.57 * 356.69	356.69 * 14.99 99.95 114.94 114.94		2,960.00 2,960.00 2,960.00 *		147.92 147.92 * 147.92 *		2,780.49 2,780.49 *
¥			ACCOUNT TOTAL			ACCOUNT TOTAL				ACCOUNT TOTAL ACCOUNT TOTAL MAJOD FOUNT		ACCOUNT TOTAL MALOD TOTAL		ACCOUNT TOTAL MAJOR TOTAL		ACCOUNT TOTAL
021 10/31/2021	DESCRIPTION WORKERS COMP AUDIT	CELLULAR SERVICE	VEDA CONF		WORKERS COMP INSRNCE WORKERS COMP AUDIT	BANNER/STAND BANNER/STAND	WATER & SEWER	UPS CHARGES	PHONE	ADOBE SUBSCRIPTION CARTRIDGE		21-22 SUPPORT		PHONE		PHONE
FRINCE EDWARD OF INVOICES FOR 10/01/2021	INV# 91033 WRK AUDIT	242374982 0921	1555 ADMIN 1021		WRKCOMP2/4 1021 91033 WRK AUDIT	66854 66854	VISTRS CTR 1021	0639PUCKETT1121	310393238 1021	1563 ADMIN 1021 561193		21-22 SUPPRT2/4		309520098 1021		165866886 1021
00 GENERAL FUND	VENDOR VENDOR NUMBER NAME 31421 VACORP	Telecommunications 31339 VERIZON WIRELESS	Travel-Convention & Educa 11250 BENCHMARK COMMUNITY BANK	TOURISM	Worker's Compensation 31421 VACORP 31421 VACORP	AG	Water & Sewer 29332 TOWN OF FARMVILLE	Postal Services 11894 BUSINESS CARD	Telecommunications 21319 CENTURYLINK	Office Supplies 11250 BENCHMARK COMMUNITY BANK 20600 KEY OFFICE SUPPLY	SOIL & WATER CONSERVATION DISTRICT	Donation - PS&WCD 25440 FIEDMONT SOIL & WATER	COOPERATIVE EXTENSION OFFICE	Telecommunications 21319 CENTURYLINK	GENERAL EXPENSE	Internal Telecom Account 23933 SEGRA
AP375H 11/04/2021 FUND # - 100	MAJOR# ACCT#	5230	5540	081600	2700	3600	5130	5210	66	6001	082400	5641	083500	5230	091000	5230

AFTER CHECKS PAGE 17	AMOUNT	494.14	2,985.52	1.829.70	2,028.37	2,031.64	2,859.62	2,453.09	2,669.13	3,270.85	2,473.94	2,455.75	2.445.94	2.660.54	3,057.06	33,715.29 *	156.00	156.00 *	36,651.78 **			809.95	2,959.80	4,034.70 *	4,707.75	955.00	1,555.25 * 11,589.95 **	756,144.29
24																ACCOUNT TOTAL			MAJOR TOTAL					ACCOUNT TOTAL			ACCOUNT TOTAL MAJOR TOTAL	FUND TOTAL
10/31/2021	DESCRIPTION	GAS	GAS	GAS	GAS	GAS	GAS	GAS	GAS	GAS	GAS	GAS	GAS	GAS	GAS		FLOWERS (TAYLOR)					PRINTER/SOFTWARE	LAPTOPS/SOFTWARE		COURTHOUSE ROOF RET	SIGN DESIGN		
PRINCE EDWARD ; OF INVOICES FOR 10/01/2021 10/31/2021	#ANII	S116727-IN	776993	782987	789983	796990	804007	810199	817385	824930	831412	839006	845421	852917	860005		18646					PEC 06-07-2021A DEC 06-20-2021A			19113	21047 6 21070 2		
0 GENERAL FUND	VENDOR VENDOR NUMBER NAME Internal Fuel Account	Ц	25247 PARKER OIL COMPANY INC	25247 PARKER OIL COMPANY INC	25247 PARKER OIL COMPANY INC	PARKER OIL	PARKER OIL COMPANY	PARKER OIL	PARKER OIL	25247 PARKER OIL COMPANY INC		27756 ROCHETTE'S FLORIST			CAPITAL PROJECTS		12726 COMPRO COMPUTERS	COMPRO		CRAFTSMAN ROOFING INC	21283 LAND PLANNING & DESIGN ASS 21283 LAND PLANNING & DESIGN ASS							
AP375H 11/04/2021 FUND # - 100	MAJOR# ACCT# 5803															6001	000			094000	0002		-	C 7 0 0	0040			

AFTER CHECKS PAGE 18	AMOUNT	 66.00 66.00 66.00 66.00 				
A		ACCOUNT TOTAL MAJOR TOTAL	FUND TOTAL			
1 10/31/2021	DESCRIPTION	COURT SCREEN ACCESS				
PRINCE EDWARD LISTING OF INVOICES FOR 10/01/2021 10/31/2021	#NNI	845078826				
FUND	VENDOR VENDOR NUMBER NAME FORFEITED DRUG ASSETS	Commonwealth Atty Expend- 29241 THOMSON REUTERS-WEST				
AP375H 11/04/2021 FUND # - 105 FORFEITED ASSETS	MAJOR# VENDOR ACCT# NUMBER 031700 FORFEITI	6030 2924				

AFTER CHECKS PAGE 19	TNUOME	330.63 330.63 * 330.63 **	330.63
AI		ACCOUNT TOTAL MAJOR TOTAL	FUND TOTAL
121 10/31/2021	DESCRIPTION	WATER & SEWER	
PRINCE EDWARD LISTING OF INVOICES FOR 10/01/2021 10/31/2021	#ANT	WATER TANK 1021	
01 WATER FUND	VENDOR VENDOR NUMBER NAME GENERAL FROPERTIES	Water Service 29332 TOWN OF FARMVILLE	
AP375H 11/04/2021 FUND # - 501	MAJOR# ACCT# 043200	5130	

AFTER CHECKS PAGE 20	AMOUNT	41.54 41.54 41.54 *	41.54
АF		ACCOUNT TOTAL MAJOR TOTAL	FUND TOTAL
21 10/31/2021	DESCRIPTION	SEWER PUMP	
FRINCE EDWARD LISTING OF INVOICES FOR 10/01/2021 10/31/2021	#NNI	4148700281 1121	
LISTI	VENDOR VENDOR NUMBER NAME GENERAL PROPERTIES	Electrical Services 31846 DOMINION ENERGY VIRGINIA	
AP375H 11/04/2021 FUND # - 502 SEW	MAJOR# VENDO ACCT# NUMBE 043200 GENERA	5110 3184	

AFTER CHECKS PAGE 21	AMOUNT	7,318.80 620.45			23.13 21.84 21.84 21.84 21.84 257.488 377.99 370.90 370.90 253.13 253.13 253.184 253.184		572.76 * 702.50 13,285.75 **		1,090.00 1,090.00 *	70.11 *
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20 LISTING OF	VENDOR VENDOR NUMBER NAME COLLECTIONS	Workers Compensation 31421 VACORP 31421 VACORP	Repairs & Maintenance 23248 NAPA OF FARMVILLE 23248 NAPA OF FARMVILLE	Purchase of Service - Rec 14723 EMANUEL TIRE OF VIRGINIA 14723 EMANUEL TIRE OF VIRGINIA 28866 STEPS, INC	Electrical Services 28640 SOUTHSIDE ELECTRIC COOP 28640 SOUTHSIDE ELECTRIC COOP 31846 DOMINION ENERGY VIRGINIA 31846 DOMINION ENERGY VIRGINIA	Telecommunications 21319 CENTURYLINK 21319 CENTURYLINK 21319 CENTURYLINK 21319 CENTURYLINK 31337 VERLZON 31337 VERLZON 31337 VERLZON 31339 VERLZON 31339 VERLZON	Portable Toilet Rental 28869 STIFF O O INC	LANDFILL OPERATIONS	Professional Services 11250 BENCHMARK COMMUNITY BANK	Repairs/Maintenance 15597 FERGUSON ENTERPRISES LLC
AP375H 11/04/2021 FUND # - 520	MAJOR# ACCT# 042300	2700	3310	3841	5110	5230	5440	042400	3160	3310

AFTER CHECKS PAGE 22	AMOUNT 74.96 26.65 28.80 21.24 182.95 749.80 8.95 8.95 66.92	1,220.17 * 121.98 40.45	162.43 * 4,933.48 2,477.52 7,411.00 * 9,953.71 ** 23,239.46
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JO 9NILSIT	VENDOR VENDOR NUMBER NAME Equipment Repairs & Maint 11491 ARC3 GASES 11491 ARC3 GASES 11491 ARC3 GASES 1282 CAVALIER HOSE & FITTINGS 12904 CREWE TRACTOR & EQUIPMENT 12904 CREWE TRACTOR & EQUIPMENT 13369 DIAMOND SPRINGS WATER INC 13369 DIAMOND SPRINGS WATER INC 13369 DIAMOND SPRINGS WATER INC 23248 NAPA OF FARWVILLE	Telecommunications 21319 CENTURYLINK 31339 VERIZON WIRELESS	Fuel 14700 EllingTon Energy Service 14700 EllingTon Energy Service
AP375H 11/04/2021 FUND # - 520	MAJOR# VEN ACCT# VUM 3311 11 11 11 11 12 12 12 12 12 12 12 12 12 1	5230 21 31	6008 14 14

AFTER CHECKS PAGE 23	AMOUNT						393.92 * 2,750.00		623.00 * 14.99 14.99 * 4,715.97 **			2,963.07 * 111.12 111.12 * 3,074.19 **	7,790.16	787,612.08	
AF			ACCOUNT TOTAL		ACCOUNT TOTAL	ACCOUNT TOTAL	ACCOUNT TOTAL	ACCOUNT TOTAL	ACCOUNT TOTAL ACCOUNT TOTAL MAJOR TOTAL			ACCOUNT TOTAL ACCOUNT TOTAL MAJOR TOTAL	FUND TOTAL	TOTAL DUE	
1 10/31/2021	DESCRIPTION	WORKERS COMP INSRNCE WORKERS COMP AUDIT	ALCOHOL TESTS DRUG/ALCOHOL TESTS LAB CONFIRMATIONS	ADVERTISING	BLECTRIC ELECTRIC	PHONE CELL/BROADBND SERVCE	RENT	MILEAGE MILEAGE MILEAGE MILEAGE MILEAGE/SUBSCRIPTION MILEAGE	MILEAGE/SUBSCRIPTION		DRUG TESTING ALCOHOL TESTS DRUG/ALCOHOL TESTS	CELL/BROADBND SERVCE			
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1. 741 PIEDMONT COURT SERVICES FUND	VENDOR VENDOR NUMBER NAME PIEDMONT COURT SERVICES	Worker's Compensation 31421 VACORP 31421 VACORP	PULCHASE OF SERVICES - OF 18988 INTRINSIC INTERVENTIONS IN 27159 REDWOOD TOXICOLOGY LAB 28095 ALERE TOXICOLOGY SERV INC	Advertising 15240 FARMVILLE NEWSMEDIA	Electrical service 31846 DOMINION ENERGY VIRGINIA 31846 DOMINION ENERGY VIRGINIA	Telecommunications 23933 SEGRA 31339 VERIZON WIRELESS	Lease/Rent of Building 28724 SRP CORPORATION LLC	Travel - Mileage 16160 GEE RACHEL 22688 MORGAN ERIN 27170 REESE-THOMAS A ROCQUELLE 31091 VITALE MATT 32682 WILLIAMSON DONALD 32777 WOMACK ROCKY	Books & Subscriptions 32682 WILLIAMSON DONALD	PCS SUPERVISION FEES EXPENDITURES	PCS - Purchase of Service 15145 FADS 18988 INTRINSIC INTERVENTIONS IN 27159 REDWOOD TOXICOLOGY LAB	PCS - Telecommunications 31339 VERIZON WIRELESS			Approved at meeting of
AP375H 11/04/2021 FUND # - 7	MAJOR# ACCT# 021400	2700	3199	3600	5110	5230	5420	2510	6012	097001	3199	5230			Approved a

Date	Date	Date
Title	Title	Title
Signed		



Board of Supervisors Agenda Summary

Meeting Date:	November 9, 2021
Item #:	8-d
Department:	County Administration
Staff Contact:	Cheryl Stimpson
Agenda Item:	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.

COST:

ATTACHMENTS: None.

RECOMMENDATION: None.

SAMPLE MOTION:

Motion _____ Second _____

Booth _____ Cooper-Jones _____ Emert _____ Gilliam _____ Jones _____ Pride _____ Townsend ______ Wilck _____



Board of Supervisors Agenda Summary

Meeting Date:	November 9, 2021
Item #:	9-a
Department:	Finance/County Administration
Staff Contact:	Crystal Baker
Agenda Item:	FY22 Appropriations - Sheriff's Department

SUMMARY:

The Sheriff's Department received a donation in the amount of \$500.00 for their canine program from the Farmville Lion's Club. They are requesting these funds be appropriated into their Animal Care line.

	Dept	Object	Description	Debit	Credit
100	18990	0016	Misc Revenue – Sheriff's Dept		\$ 500.00
100	31200	3110	Animal Care	\$ 500.00	
-					

FY22 BUDGET AMENDMENTS

The Sheriff's Department received an insurance payment from VACORP in the amount of \$13,950.00 for the totaled 2017 Ford Explorer. We're asking that the \$13,950.00 be appropriated to the Sheriff's motor vehicle line to purchase a replacement.

Rev/Exp Fund Dept Object Description Debit Credit 3 (Rev) 100 18990 0099 Misc Revenue \$ 13,950 4 (Exp) 100 31200 8205 Motor Vehicle - Sheriff \$ 13,950

FY22 BUDGET AMENDMENTS

Attachment:

Recommendation: Approve the FY22 Budget Amendment presented above and appropriate the same funds.

Motion _____ Second _____

Booth _____ Cooper-Jones _____ Emert

Gilliam	Townsend
Jones	Wilck
Pride	

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Meeting Date:	November 9, 2021
Item #:	9-b
Department:	Finance
Staff Contact:	Cheryl Stimpson
Agenda Item:	FY 22 Budget Amendments: School Grants & Carry-Over Funds

SUMMARY:

The County has received requests from the Prince Edward County Public Schools for appropriations totaling \$375,321.81 to the school operating budget. These funds are a combination of state and federal reimbursement grants. No County match required.

Rev/Exp	Fund	Dept	Object	Description	Debit	Credit
3 (Rev)	250	33020	0023	Det Cntr – Title I Part D \$3,37		\$3,378.73
3 (Rev)	250	24020	0107	School Improvement Teacher \$20,4		\$20,400.00
				Leader Partnership		
3 (Rev)	250	33020	0002	*Title I (Carryover) \$49,334		\$49,334.94
3 (Rev)	250	33020	0003	*Title II (Carryover) \$45,57		\$45,572.53
3 (Rev)	250	33020	0078	*Title III (Carryover) \$4,29		\$4,296.90
3 (Rev)	250	33020	0030	*Perkins CTE – Fed Title I \$4,4		\$4,414.60
				(Carryover)		
3 (Rev)	200	00100	0002	*CARES ESSER (Carryover)		\$247,924.11
4 (Exp)	250	61000	0001	Instruction	\$127,397.70	
4 (Exp)	200	00100	0001	Instruction – CARES Exp \$247,924.11		

Attachment: Request from Superintendent, Dr. Barbara A. Johnson.

Recommendation:

- 1. Act on the appropriations that are new funding requests (\$3,378.73 + \$20,400 = \$23,778.73).
- 2. Table until December all of the carry-over appropriations, denoted by an *, pending the completion of audit field work.

Motion	Booth	Gilliam	Townsend
Second	Cooper-Jones	Jones	Wilck
	Emert	Pride	

PRINCE EDWARD COUNTY — PUBLIC SCHOOLS —

Barbara A. Johnson, Ed. D

Superintendent

October 6, 2021

Prince Edward County Mr. Doug Stanley, County Administrator P. O. Box 382 Farmville, VA 23901

Dear Mr. Stanley:

The Prince Edward County School Board respectfully requests an appropriation of the State and Federal Grants in the amount of \$127,397.70 to the School Operating budget for the 2021-2022 school year. These additional state and federal funds will be placed into the School Operating budget for a new total of \$28,366,763.89. No local match is required for this appropriation.

FY2021-2022 Updated Budget	
School Operating Budget (Original)	\$27,555,143.00
Previous Additional Appropriations	684,223.19
New School Operating Budget	\$28,239,366.19
Total Additional Appropriations - October 6, 2021	127,397.70
Revised School Operating Budget	\$28,366,763.89

Thank you for your consideration of this request.

Respectfully submitted,

Darberg Q. Johnson

Dr. Barbara A. Johnson Superintendent

Aug Carer

Mrs. Lucy Carson Chairperson, School Board

BAJ/vmj

pc: School Board Members

Attachment

Revised: October 12, 2021

UNITED IN EXCELLENCE

35 Eagle Drive Farmville, VA 23901 | Telephone: 434-315-2150 | Fax: 434-392-1911

Action Item 9C:

Subject:Request of Appropriation of Additional FundsRecommendation:It is recommended that the School Board request from the
Prince Edward County Board of Supervisors to appropriate
additional funds to the School Operating Budget for the 2021-
2022 school year:Increase:\$49,334.94 (Title I Carryover)Increase:\$45,572.53 (Title II Carryover)Increase:\$4,296.90 (Title III Carryover)Increase:\$3,378.73 (Title I, Part D, Neglected and

- Delinquent Additional Appropriation Additional Funding)
- Increase: \$4,414.60 (Carl Perkins Carryover)
- Increase: \$20,400.00 (2021 Teacher Leader Grant New)

Rational: Prince Edward County Public Schools has received an additional \$127,397.70 for the School Operating Budget in excess of the original approved 2021-2022 budget.

FY2021-2022 Updated Budget	
School Operating Budget (Original)	\$27,555,143.00
Previous Additional Appropriations	684,223.19
New School Operating Budget	\$28,239,366.19
Total Additional Appropriations - October 6, 2021	127.397.70
Revised School Operating Budget	\$28,366,763.89

Budget: Revenues – School Operating Expenditure – Instruction

Legal Reference: Prince Edward County School Board Policies DA – Management of Funds DB – Annual Budget

Revised: October 12, 2021

PRINCE EDWARD COUNTY — PUBLIC SCHOOLS —

Barbara A. Johnson, Ed. D

Superintendent

October 6, 2021

Prince Edward County Mr. Doug Stanley, County Administrator P. O. Box 382 Farmville, VA 23901

Dear Mr. Stanley:

The Prince Edward County School Board respectfully requests an appropriation of funds in the amount of \$4,954,090.98 to the CARES ACT budget for the 2021-2022 school year. These additional funds will be placed into the CARES ACT budget for a new total for the FY2021-2022 school year of \$8,097,321.98. There is no local match required for this appropriation.

Thank you for your consideration of this request.

Respectfully submitted,

Barbara a Johnson

Dr. Barbara A. Johnson Superintendent

BAJ/vmj

pc: School Board Members

Attachment

Mrs. Lucy Carson Chairperson, School Board

UNITED IN EXCELLENCE

35 Eagle Drive Farmville, VA 23901 | Telephone: 434-315-2150 | Fax: 434-392-1911

Action Item 9C:

Subject: Request of Appropriation of Additional Funds

Recommendation: It is recommended that the School Board request from the Prince Edward County Board of Supervisors to appropriate an additional \$4,954,090.98 to the CARES ACT Budget for 2021-2022 school year.

> Increase: \$4,706,166.87 (Cares Act-ESSER III -New Funding)

> Increase: \$247,924.11 (Cares Act-ESSER I & Cares Act Instructional & Technology -Carryover Funding)

The additional amount will represent a total of \$8,097,321.98 under the CARES ACT program for the FY2021-2022 school year.

Rationale: Prince Edward County Public Schools has received an additional \$4,954,090.98 in CARES ACT funding.

Budget: Revenues – Cares Act Expenditure – Instructional

Legal Reference: Prince Edward County School Board Policies DA – Management of Funds DB – Annual Budget

RENCE EDUTE		Board of Supervisors Agenda Summary
Meeting Date:	November 9, 2021	
Item #:	10	
Department:	Finance/County Administration	
Staff Contact:	Cheryl Stimpson	
Agenda Item:	School ARPA Funds – Authorize Public Hearin	g

SUMMARY:

On October 6, 2021, the County Administrator received a letter from the School Board requesting appropriation of \$4,954,090.98 to the school CARES ACT budget. In order for this transaction to take place, the Board will have to authorize a public hearing to amend the FY22 County and School Budgets by the amount of \$4,954,090.98 and then appropriate same funds.

Per section 15.2-2507 of the *Code of Virginia* a locality may amend its budget during the fiscal year. However, if such an amendment exceeds the currently adopted expenditures by **one percent** or more, then the locality must advertise the amendment at least seven days prior to holding a public hearing. The County's current approved FY22 budget is approximately \$63,400,000, which triggers the public hearing requirement.

ATTACHMENT: Request from Superintendent, Dr. Barbara A. Johnson.

RECOMMENDATION: The Board of Supervisors will wish to authorize a public hearing for the December 2021 meeting prior to acting on the appropriations request for the Schools,

SAMPLE MOTION: I move that the Board of Supervisors authorize advertising a public hearing on the amendment to the FY22 County Budget for the School ARPA Funding.

Motion _		
Second		

Booth	
Cooper-Jones	
Emert	

Gilliam	
ones	
Pride	

Townsend _____ Wilck _____

PRINCE EDWARD COUNTY PUBLIC SCHOOLS

Barbara A. Johnson, Ed. D

Superintendent

October 6, 2021

Prince Edward County Mr. Doug Stanley, County Administrator P. O. Box 382 Farmville, VA 23901

Dear Mr. Stanley:

The Prince Edward County School Board respectfully requests an appropriation of funds in the amount of \$4,954,090.98 to the CARES ACT budget for the 2021-2022 school year. These additional funds will be placed into the CARES ACT budget for a new total for the FY2021-2022 school year of \$8,097,321.98. There is no local match required for this appropriation.

Thank you for your consideration of this request.

Respectfully submitted,

Parbara a Johnson

Dr. Barbara A. Johnson Superintendent

BAJ/vmj

pc: School Board Members

Attachment

QUEY MAL

Mrs. Lucy Carson Chairperson, School Board

UNITED IN EXCELLENCE

35 Eagle Drive Farmville, VA 23901 | Telephone: 434-315-2150 | Fax: 434-392-1911

Action Item 9C:

Subject:

Request of Appropriation of Additional Funds

Recommendation: It is recommended that the School Board request from the Prince Edward County Board of Supervisors to appropriate an additional \$4,954,090.98 to the CARES ACT Budget for 2021-2022 school year.

> Increase: \$4,706,166.87 (Cares Act-ESSER III -New Funding)

> Increase: \$247,924.11 (Cares Act-ESSER I & Cares Act Instructional & Technology -Carryover Funding)

The additional amount will represent a total of \$8,097,321.98 under the CARES ACT program for the FY2021-2022 school year.

Rationale: Prince Edward County Public Schools has received an additional \$4,954,090.98 in CARES ACT funding.

Budget: Revenues – Cares Act Expenditure - Instructional

Legal Reference:

Prince Edward County School Board Policies DA – Management of Funds DB – Annual Budget



Board of Supervisors Agenda Summary

Meeting Date:	November 9, 2021
Item #:	11
Department:	County Administration
Staff Contact:	Douglas P. Stanley
Agenda Item:	Prince Edward County Public Schools Update

SUMMARY: Dr. Barbara Johnson, Superintendent of the Prince Edward County Public Schools, will be present to update the Board on School issues and projects.

COST:

ATTACHMENT:

RECOMMENDATION:

SAMPLE MOTION:

Motion _____ Second _____ Booth _____ Cooper-Jones _____ Emert _____

Gilliam	
Jones	
Pride	

Townsend ______ Wilck _____



Board of Supervisors Agenda Summary

Meeting Date:	November 9, 2021
Item #:	12
Department:	County Administration
Staff Contact:	Douglas P. Stanley
Agenda Item:	Virginia State Parks Update

SUMMARY: The following representatives of Prince Edward County's three state parks will be present to update to Board on the activities of High Bridge Trail, Twin Lakes and Sailor's Creek Battlefield State Park.

Daniel Jordan, Park Manager, High Bridge Trail State Park

Kevin Faubian, Park Manager, Twin Lakes State Park

David Gunnell, Park Manager, Sailor's Creek Battlefield & Staunton River Battlefield State Parks

COST:

ATTACHMENT:

RECOMMENDATION:

SAMPLE MOTION:

Motion ______ Second ______ Booth _____ Cooper-Jones _____ Emert _____

Gilliam	
Jones	
Pride	

Townsend ______ Wilck _____



Board of Supervisors Agenda Summary

Meeting Date:	November 9, 2021
Item #:	13
Department:	County Administration
Staff Contact:	Sarah Elam Puckett
Agenda Item:	Highway Matters

SUMMARY:

VDOT Resident Engineer, Scott D. Frederick, P.E., will participate remotely in the November meeting to provide updates and discuss any highway matters with the Board.

COST:

ATTACHMENTS: None.

RECOMMENDATION: None.

SAMPLE MOTION:

Motion _____ Second _____ Booth _____ Cooper-Jones _____ Emert _____ Gilliam _____ Jones _____ Pride _____ Townsend _____ Wilck _____



County of Prince Edward Board of Supervisors Agenda Summary

Meeting Date:	November 9, 2021
Item No.:	14a
Department:	Planning and Community Development
Staff Contact:	Robert Love
Issue:	Special Use Permit - Commercial Outdoor Sports & Recreational Facility

Summary:

The County has received an application by Sandy River Outdoor Adventures for a Special Use permit to operate a Commercial Outdoor Sports and Recreation facility with Lodging and Restaurant/Brewpub on 36.40 acres, denoted as Tax Map Parcel numbers 054-5-A, 054-5-1, 054-5-2, & 054-5-3, 054-5-4, 054-5-5, 054-5-6, 054-5-7, 054-5-8, 054-5-9, located on Fairlea Road, Rice, VA. Attachment (1). This parcel is in an A1, Agricultural Conservation zoning district and requires a Special Use Permit to locate and operate a commercial outdoor sports and recreation facility.

The public hearing notice was published in the October 27 and November 3, 2021 editions of the Farmville Herald, Attachment (2). The list of adjoining property owners and the sample letter sent to each can be found in Attachments (3) and (4). Attachment (5) is a copy of the tax map page that depicts the tax map parcel of the existing building and surrounding property. The parcel is outlined in red.

The Planning Commission held a public hearing on October 19, 2021 no one spoke in opposition and the County has received no other correspondence opposing the request. The Planning Commission unanimously recommended approval with conditions, forwarding the request to the Board of Supervisors for Public Hearing.

County staff is of the opinion the use is generally compatible with the zoning district and will have minimal impact on surrounding properties.

Attachments:

- 1. Special Use Permit Application
- 2. Notice of Public Hearing
- 3. List of adjoining property owners
- 4. Sample Letter sent to adjoining property owners
- 5. Plat of Tax Parcel
- 6. Excerpt of the draft minutes of the October 19, 2021 meeting of the Planning Commission
- 7. Conditions recommended by the Planning Commission

Recommendations:

1. Conduct the Public Hearing and render a decision concerning the request for the Special Use Permit.

Motion	Booth	Gilliam	Townsend
Second	Cooper-Jones	Jones	Wilck
	Emert	Pride	



County of Prince Edward Board of Supervisors Agenda Summary

Recommended Motions:

I move that the Board of Supervisors approve the Special Use Permit request by Sandy River Outdoor Adventures for a commercial outdoor sports and recreation facility with conditions as recommended by the Planning Commission:

(list any additional conditions recommended by the Board of Supervisors)

OR

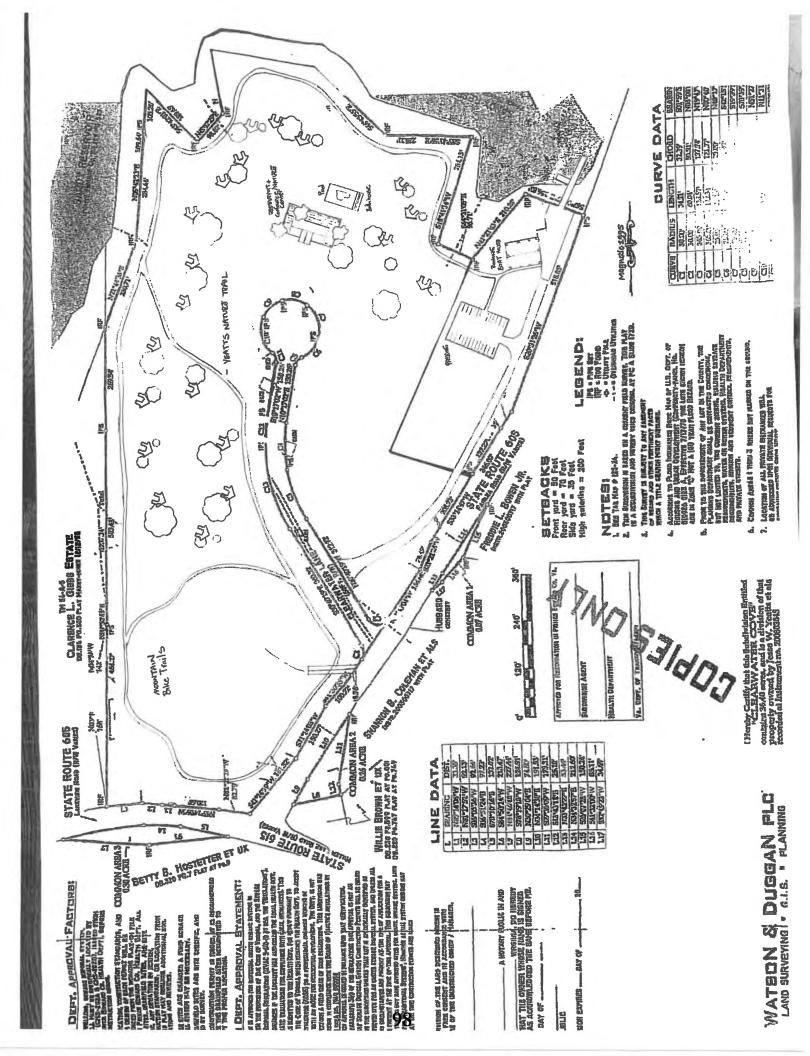
I move that the Board of Supervisors deny the Special Use Permit request by Sandy River Outdoor Adventures for a commercial outdoor sports and recreation facility due to the following: *(list reasons)*

OR

I move that the Board of Supervisors table the Special Use Permit request by Sandy River Outdoor Adventures for a commercial outdoor sports and recreation facility until the next meeting in order to: *(list reasons)*

Motion	Booth	Gilliam	Townsend
Second	Cooper-Jones	Jones	Wilck
	Emert	Pride	

COMMENTS:			
the representation of the second		PERMIT/APPLICATION NO	
		ZONING DISTRICT	
		MAGISTERIAL DISTRICT	
		DATE SUBMITTED	
	County of Pri	nce Edward]
PLEASE PRINT OR TYPE			
	FOR SPECIAL	ISE PERMIT	
TO: PRINCE EDWARD COUNTY VIA: ZONING ADMINISTRATOR			CEPTION REQUESTED:
The undersigned owner of the f provided in Section 5-124 of Article V, S Standards of the Zoning Ordinance of P	ite Plan requirements ar rince Edward County, V	e found in Section 4-100 of Arti	al Use permit as icle IV Development
Applicant's Name: Sandy P	ver out	or Advent	nes
Applicant's Address: 147-000 Applicant's Telephone Number: (131	312 727	hed Rid (5 (0) 434-390-	14 23966
Present Land Use: AC-1			
Legal Description of Property with Deed	Book and Page No. or 4 7-0	nstrument No. TAY N	lap 123-24
Tax Map # 123 - 24		A	36.4
Narrative statement evaluating effects o	n adialalas areastico (-		
necessary.)	n adjoining properties (r		
see alto	ached. pr	of ect nava	thue.
_ land valu	us und	acreace	
Height of Principal Building (s): Feet APPLICANT'S STATEMENT: (if not ow	ner(s) of property):	Stories	
the regulations as set forth in the Prir	y knowledge, and that ice Edward County Zo	development and/or constra	iction will conform with
complete and correct to the best of m the regulations as set forth in the Prir description contained in this permit a	y knowledge, and that nee Edward County Zo pplication.	development and/or constru- ning Ordinance as written ar 9/28/21	iction will conform with
complete and correct to the best of m the regulations as set forth in the Prir description contained in this permit a	y knowledge, and that nee Edward County Zo pplication.	development and/or constru- ning Ordinance as written ar 9/28/21	iction will conform with
Complete and correct to the best of m the regulations as set forth in the Prin description contained in this permit a Signature of Applicant (if not property ov PROPERTY OWNER(S) STATEMENT: I hereby certify that I/We own correct to the best of my knowledge- complete permission of the undersign	y knowledge, and that nee Edward County Zo pplication. mer) Da the above described p and the above person(ted owner(s) to make a	development and/or constru- ling Ordinance as written ar 9/28/21 te operty, that the information	uction will conform with nd also with the given is complete and
Complete and correct to the best of m the regulations as set forth in the Prin description contained in this permit a Signature of Applicant (if not property ov PROPERTY OWNER(S) STATEMENT: I hereby certify that I/We own correct to the best of my knowledge- complete permission of the undersign	y knowledge, and that nee Edward County Zo pplication. mer) Da the above described p and the above person(ted owner(s) to make a	development and/or constru- ling Ordinance as written ar 9/28/21 te operty, that the information	uction will conform with nd also with the given is complete and ent has the full and
Complete and correct to the best of m the regulations as set forth in the Prin description contained in this permit a Signature of Applicant (if not property ov PROPERTY OWNER(S) STATEMENT: I hereby certify that I/We own correct to the best of my knowledge- complete permission of the undersign	y knowledge, and that nee Edward County Zo pplication. (mer) Da the above described p and the above person (ned owner(s) to make a dinance as written.	development and/or constru- ling Ordinance as written ar 9/28/21 te operty, that the information	uction will conform with nd also with the given is complete and
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Sandy River Outdoor Adventures II

Project Narrative:

The proposed tourism and recreational development is to be located on the Clearwater subdivision off Fairlea Rd, in Rice Virginia.

Clearwater lies just east of the the town of Rice, about 2.1 miles from one of the entrances to the High Bridge Trail State Park. This adventure based resort will promote bike rides from the property to Farmville, mountain bike trips, boat rentals, and guided tours. This resort will consist of 25 lodging facilities, a restaurant/brewery, a conference center, a boat dock with storage for collegiate rowing teams to practice and to host competitions, as well as an onsite livery renting water crafts and running organized excursions. The design concept for this resort is feel that there is "just enough" of the outdoors, in, therefore construction will include natural and locally sourced elements, rustic timber framing and contemporary metal work. A combination of property types offer guests options, so there are 10 glamping safari style tent structures built on platform decks, 15 luxurious treehouse structures, that may be built into/around the trees, and 5 exclusive lodges for larger families or groups. The view from the units will be that of the lake and waters edge, and being in the trees will add a unique feel and experience. The site design maximizes the view, and faces the decks away from the neighboring units to create a more private outdoor space for guests. The tents will sleep 6, the tree houses will sleep up to 8, and the lodges will sleep up to 10. The proposed maximum number of patrons 130. The estimated staffing will be 40, once fully operational. The activities Providing a bicycle tour that takes patrons from the property, along a beautiful rolling countryside into the town of Rice, and onto the trail, to Farmville where they dine/shop and then return to have made a 20 mile loop on an electric or conventional style bike, or get the shuttle back to the resort. There will be a series of mountain bike trails on site. Along the perimeter of the property will be a nature walking trail, with an interactive education center, a pool and outdoor play ground area. The positive energy of the rowing teams coming to practice, and the excitement of the competitions, will make this property a popular attraction for parents, and visitors. The immediate attraction of the resort and activities, will bring patrons from the surrounding cities, however once the indoor conference area and restaurant are complete, the reach of out if state cliental will grow exponentially. The planned resort is a relatively extensive undertaking both in terms of financial investment and physical infrastructure. The financial investment has been estimated at US \$5 million.

The project will be separated into three phases.

⁹⁹

Phase 1:

- Temporary office/crew lodging/housekeeping area for operations onsite during construction.
- Minor brush clearing and cutting pathways to each tent site.
- Luxury lodging in safari style seasonal tent structure located in proposed site on diagram map.
- · Road and parking areas.
- · Rental area for bicycle rental/repairs.
- · Rental/storage area for boat rentals.
- · Play ground.
- Septic instal and plans for phase 2
- · Preparation for lot 1-Marina construction Proposed date of completion:

Phase 2

- Treehouse and cabin construction.
- Secondary septic
- · Restaurant/ and or micro brewery, + Brew Pub
- Nature trail and ed-venture center.
- · Communal outdoor area with rock-wall, mini golf and pool
- Phase 3:
- Conference center for 500 people
- · Main office/maintenance/housekeeping central operations building
- Tree top adventure something



Accommodation Policies

Reservations are secured by making a 50% deposit. The balance is due upon arrival. Reservations can be rescheduled up to 2 weeks prior to your stay but will be subject to a 20% restocking fee. No refunds for cancellations.

- 2 Night Minimum Stay on Weekends (Rates can vary on Premium nights) in Tipis and Cabins.
- No smoking permitted inside of accommodations.
- No pets permitted in Tipis. Cabins are pet friendly with \$50 per pet fee. Owners of pet(s) continuously barking (or otherwise causing disruption) will be asked to either leave or have pet(s) boarded at a nearby facility.
- Pet owners are responsible for cleaning up after pet(s) (including indoor and/or outdoor bathroom messes) to avoid additional cleaning fee.
- Additional guests over maximum number allowed \$25 per extra person, per night.
- 9pm noise curfew
- Check-in time 3pm (4pm for the Eagle's Nest Cabin and Meadowview Cottage). Check out time: 11am.
- Check-out procedures include washing any dishes used, taking any trash to dumpster located by office, leave key on counter and door unlocked.
- Additional cleaning fee of up to \$100 will be charged to your account if checkout procedures are not followed and/or property is left excessively dirty or disheveled.
- You must let us know immediately of any damage or spillage so that we can clean or repair as soon as possible to minimize the damage. We reserve the right to charge for any breakages and/or damage caused and will charge against the card held for payment. The persons making the booking will be held responsible for any damages.
- Bookings made within 24 hours of date of stay require a phone call from guests to verify reservation.



COMMONWEALTH of VIRGINIA

DEPARTMENT OF TRANSPORTATION 4219 CAMPBELL AVENUE LYNCHBURG. VIRGINIA 24501

TEPHEN C. BRICH, P.E. COMMISSIONER

September 27, 2021

Mr. Mark Smith 185 Monroe Church Road Rice, VA 23966

RE: Clearwater Cover Subdivision

Dear Mr. Smith:

I am writing to inform you that the existing entrance allowing access to the parcel(s) in question, located on State Route 605, Fairlea Rd., Prince Edward County, is currently in compliance with VDOT Standards for use as a Low Volume Commercial Entrance that will sufficiently serve the needs of the proposed use, up to five (5) treehouses to be used as rental dwellings.

If the property exceeds five (5) residences (rental or otherwise), the owner will be required to upgrade said entrance to include permanent surfacing in accordance with the current VDOT Standard at that time, as well as acquire any/all necessary permits to have work performed.

Sincerely,

Id-8

C. Daryl Edwards Permits Manager VDOT-Farmville Residency

COMMONWEALTH of VIRGINIA DEPARTMENT OF TRANSPORTATION P. O BOX 11649 LYNLHBURG VIRGINIA

Gregory A. Whirley Acting Commissioner

DATE ISSUED: 9-27-2/

APPLICANT

Mark Smith

185 Monroe Church Rd.

STATE ZIP CODE 90-2225

PHONE NUMBE

LOCATION	605	073-	Prince	Edward
	ROUTE		COUNTY	
	Georunter Cove SUBDIVISION NAME		NA	
	SUBDIVISION NAME		LOT #	

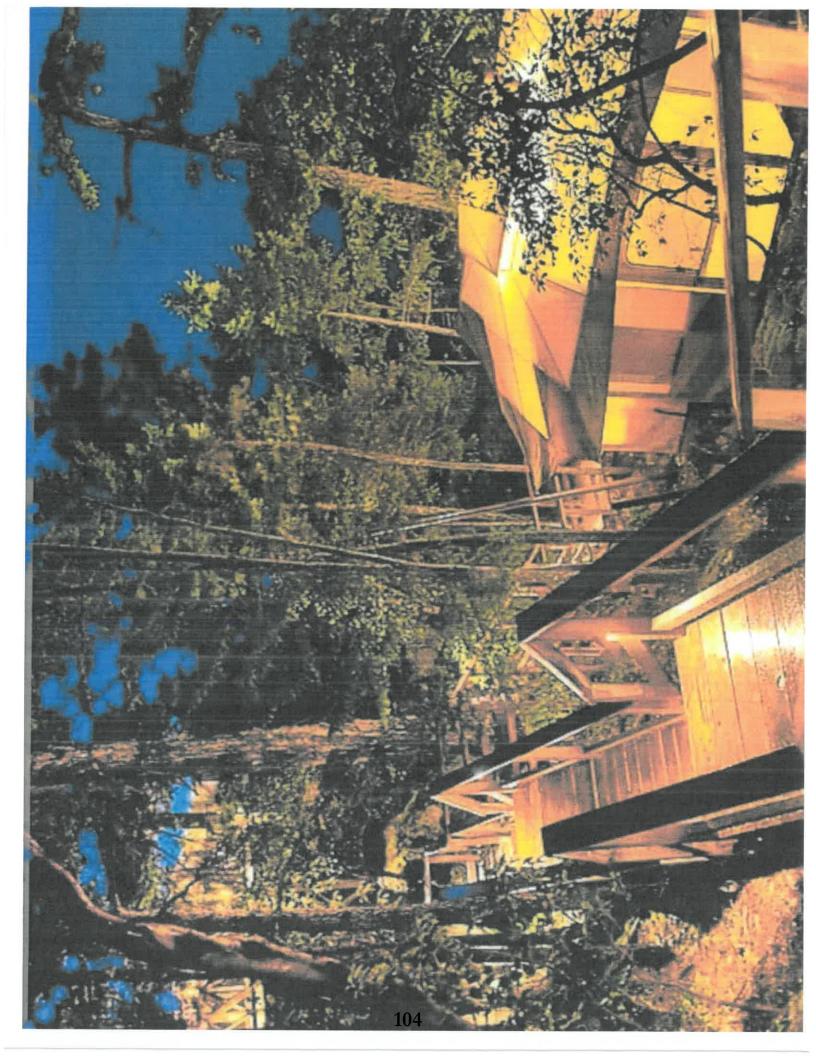
A private subdivision entrance exists leading to the above noted property. The private subdivision entrance has been previously permitted and/or is constructed to standard. The owner hereby acknowledges that the entrance will be used for ingress and egress to an individual private residence and will not be used for commercial or business purposes. If commercial use is discovered at a later date a commercial permit will be required to comply with the Code of Virginia Section 33.1-198.

WITNESS the following signatures and seals:

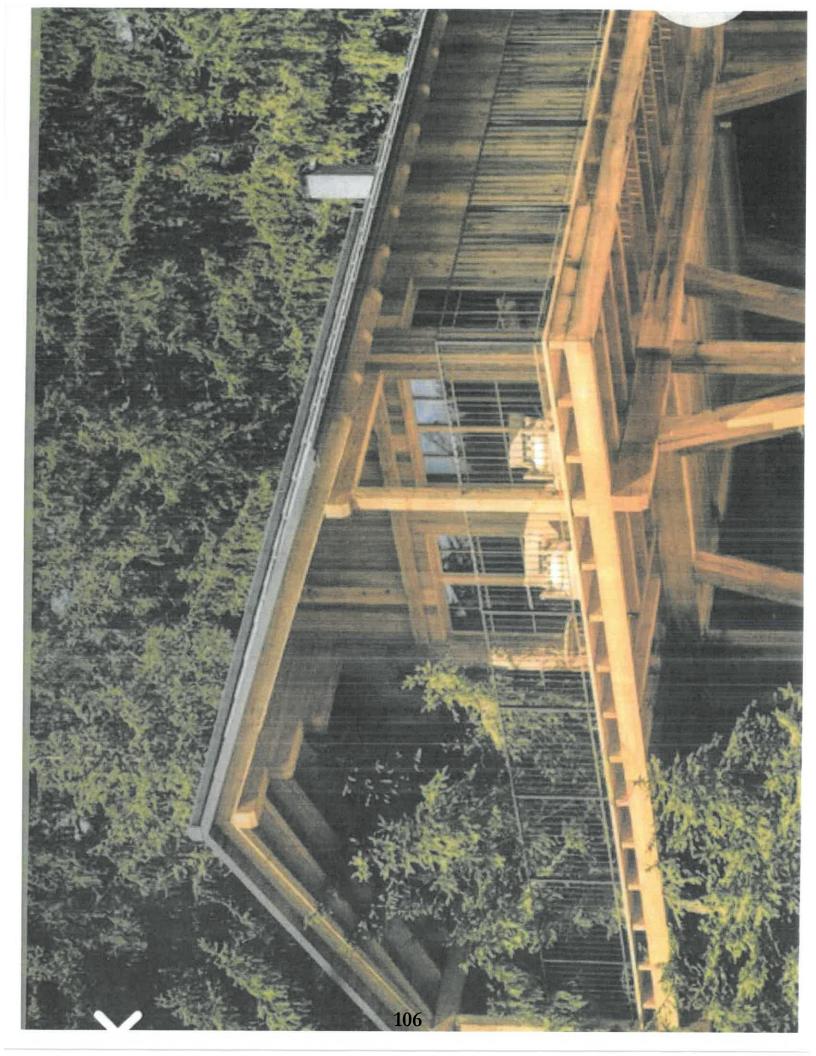
VDOT Representative day (Seal)	Owner signed	(Seal)
Agent for County	VDOT Representative . day	
Date	Agent for County	Date

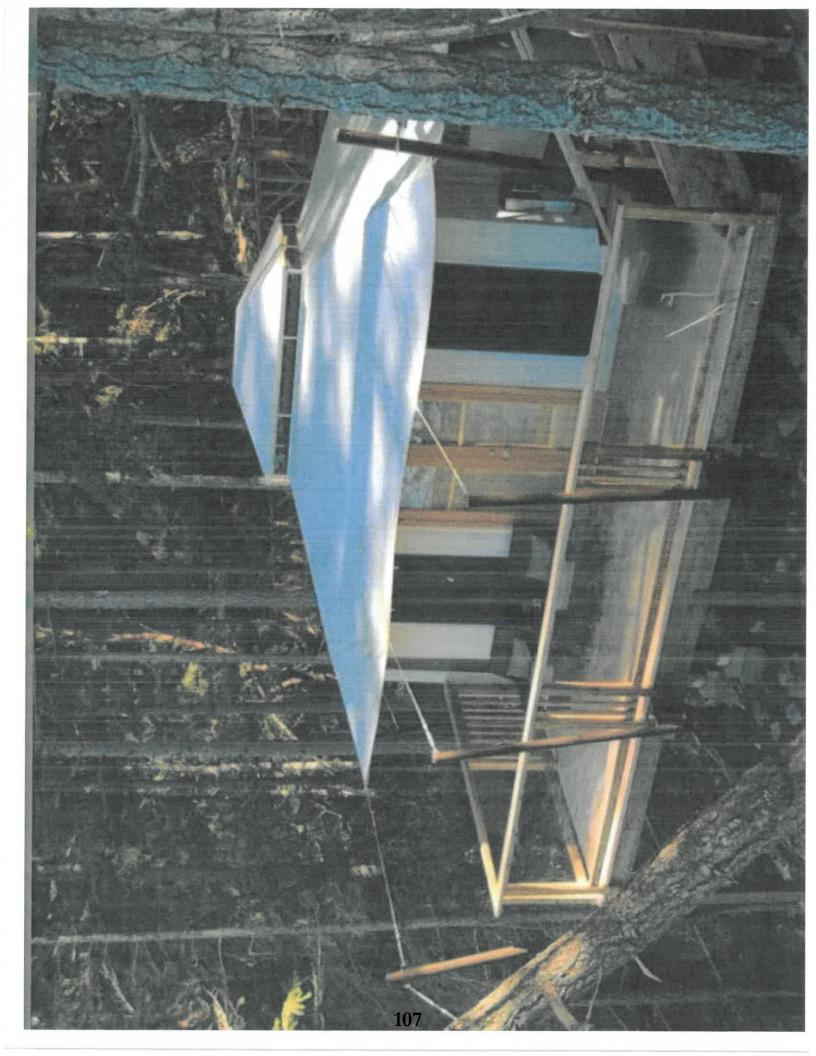
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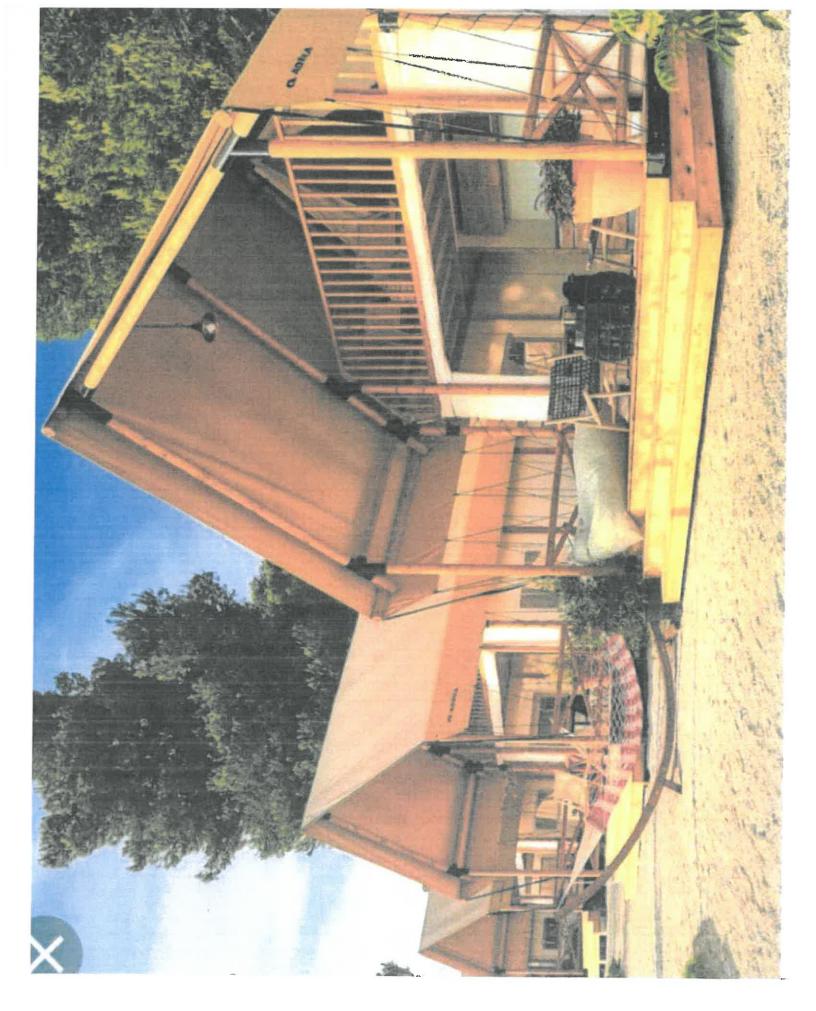
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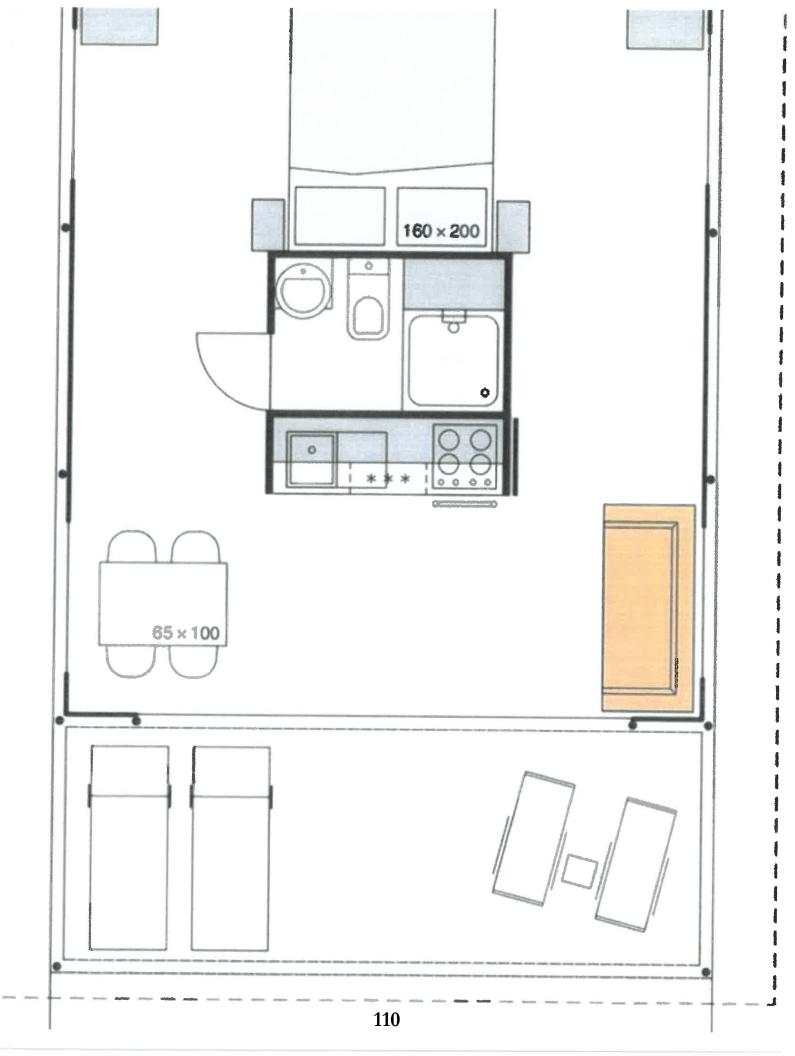


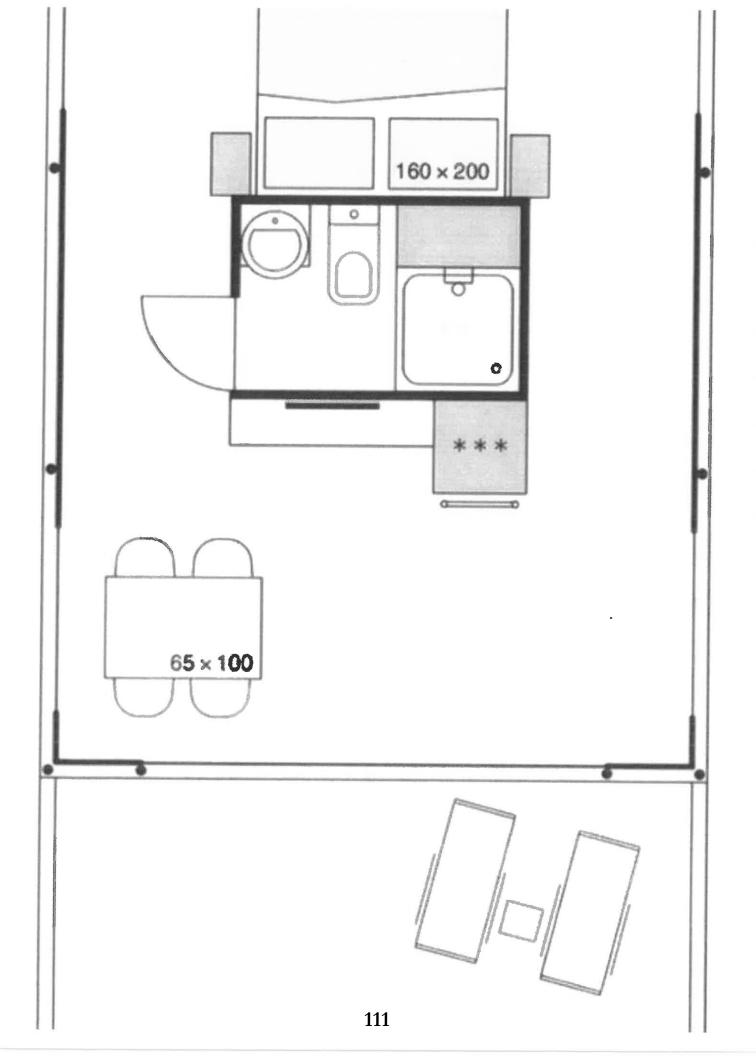


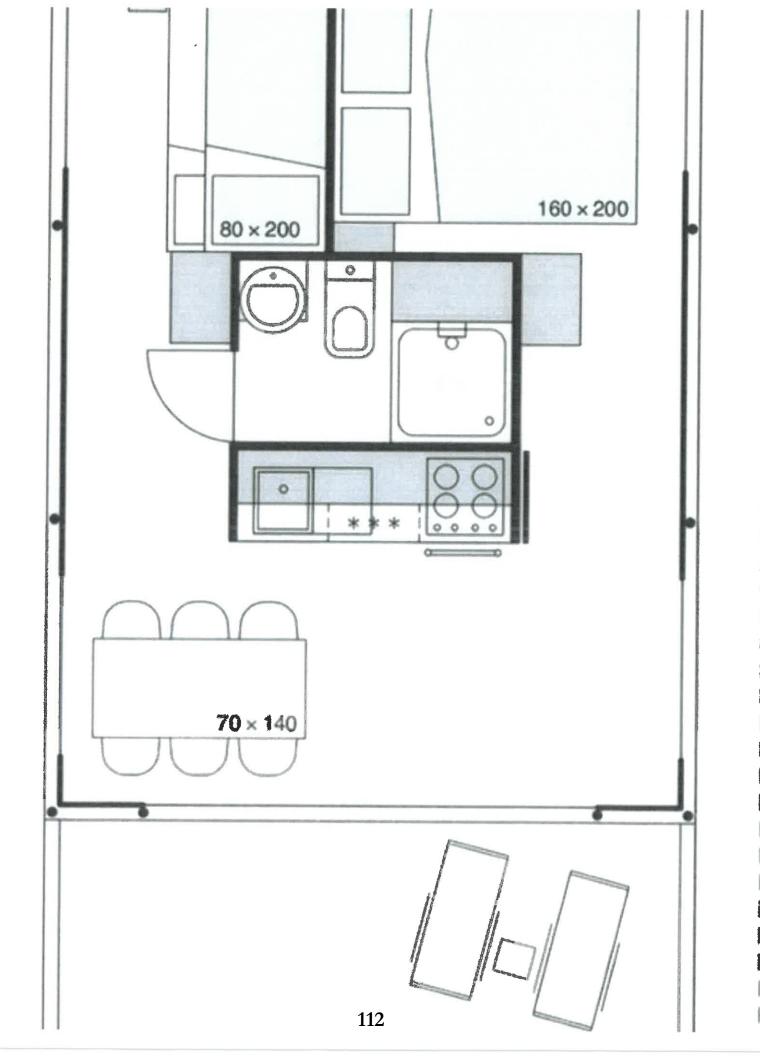


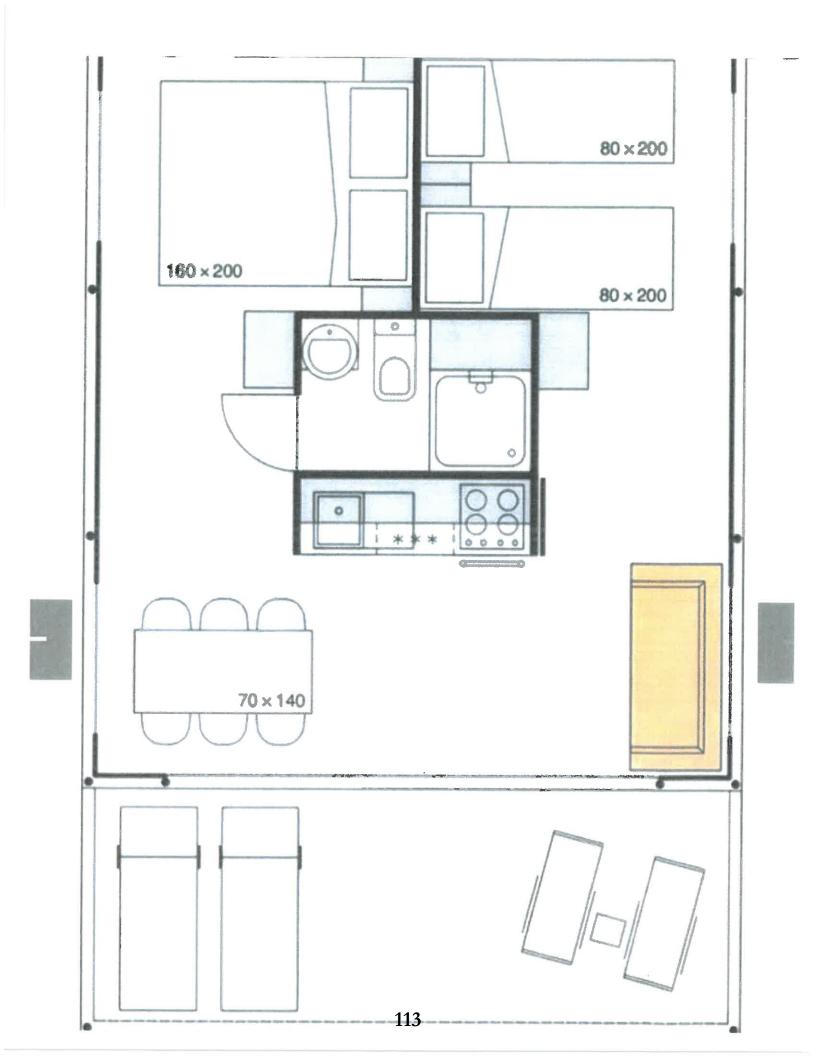














NOTICE OF PUBLIC HEARINGS

The Prince Edward County Board of Supervisors will hold PUBLIC HEARINGS on Tuesday, November 9, 2021, commencing at 7:30 p.m. in the Board of Supervisors Room located on the 3rd Floor of the Prince Edward County Courthouse, 111 N. South Street, Farmville, Virginia, to receive citizen input prior to considering the following:

- A request by Sandy River Outdoor Adventures for a Special Use Permit to operate a Commercial Outdoor Sports and Recreation facility with Lodging and Restaurant/Brewpub on 36.40 acres, denoted as Tax Map Parcel numbers 054-5-A, 054-5-1, 054-5-2, & 054-5-3, 054-5-4, 054-5-5, 054-5-6, 054-5-7, 054-5-8, 054-5-9, located on Fairlea Road, Rice, VA.
- Establishment of priorities for the use of the County's \$4.4 million allocation of American Rescue Plan Act (ARPA) Funds. Allowable uses are: supporting public health expenditures; addressing negative economic impacts caused by the public health emergency; replacing lost public sector revenue; providing premium pay for essential workers; investing in water, sewer, and broadband infrastructure.
- 3. Amendments to the FY 22 County Budget to accept and appropriate \$2,214,510.50, the County's first tranche of ARPA Funding, as required by Section 15.2-2507 of the *Code of Virginia*.
- 4. A proposed ordinance by which the Board of Supervisors may provide for payment of one-time bonus/hazard pay/premium pay, to eligible county employees/officers.

Citizen input for Public Hearings of the Board of Supervisors will be received by Karin Everhart, Deputy Clerk to the Board of Supervisors, using one of the following methods:

- In-Person Participation: While county meetings have re-opened to the public, there is still limited seating. <u>To enter the Prince Edward County Courthouse, individuals are required to wear a mask at</u> <u>all times and socially distance.</u> The Board of Supervisors appreciates the public's patience as County staff continue to adapt to the public safety recommendations and guidelines of the Virginia Department of Health and the CDC.
- 2. <u>Written Comments</u>: Please limit word count to no more than 500 words. Comments must be received by 2:00 p.m. the day of the meeting.
 - a. <u>Mailed</u>: Board of Supervisors
 - P.O. Box 382, Farmville, VA 23901.
 - b. <u>E-Mailed</u>: <u>board@co.prince-edward.va.us</u>
- 3. <u>Remote Participation</u>: Citizens may participate remotely during the meeting. To call in to the meeting, please dial: 1-844-890-7777. When prompted for an Access Number: 390313. <u>Citizens are encouraged to pre-register</u> with the County Administrator's Office at 434-392-8837 by 2:00 p.m. the day of the meeting. Callers must be on the line and ready to speak when called upon by the Chair. Please state your name and district of residence. Based upon the # of speakers, the Chair will determine the time allotted to each speaker.
- 4. <u>County YouTube Channel</u>: Citizen may also view the monthly Board of Supervisors meeting live (no public input) at the County's YouTube Channel: (link is also on County website under Meetings & Public Notices.) <u>https://www.youtube.com/channel/UCyfpsa5HEjIWejBSc5XwplA/featured</u>.

A copy of the special use permit application and proposed ordinance are available for public review on the County's web site at *www.co.prince-edward.va.us* or in the Prince Edward County Administrator's Office, 111 N. South Street, 3rd Floor, Farmville, VA. It is the County's intent to comply with the Americans with Disabilities Act. Should you have questions or require special accommodations, please contact the County Administrator's Office at 434-392-8837.

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Prince Edward County

SUP Request

Applicant: Sandy River Outdoor Adventures

Tax Map:

Schedule B

List of adjoining Property owners and mailing addresses for the property for a SUP proposed for an Outdoor Sports and Recreation Facility.

Parcel ID	Owner	Address	Note
054-A-27	WEAVER PARTNERS LP LLP	PO BOX 6204 NORFOLK, VA 23508	
054-A-5	LINDA GIBBS STAYLOR ET AL	1395 QUAIL CROSSING ROAD BURKEVILLE, VA 23922	
054-A-12B	BETTY BOWEN & JERRY W. HOSTETTER	4273 MILLER LAKE ROAD RICE, VA 23966	
054-4-12A	WILLIE E BOWEN	36 FAIRLEA ROAD RICE, VA 23966	
054-A-11C	SHANNON BOWEN COLEMAN ET AL	3450 EVANS ROAD APT 104D ATLANTA, GA 30341	
054-A-9	CEMETARY		
054-A-7	DARRYL G BOWEN ET AL	5696 SAILSTONE LANE DALE CITY, VA 22193	

BOARD OF SUPERVISORS

J. David Emert Chairman

Odessa H. Pride, Ed.D. Vice Chairman Beverly M. Booth Llew W. Gilliam, Jr. Pattie Cooper-Jones Robert M. Jones Jerry R. Townsend James R. Wilck



COUNTY OF PRINCE EDWARD, VIRGINIA

APPLICANT COPY

Director of Planning and Community Development

Robert Love

Post Office Box 382 III N. South Street, 3rd Floor Farmville, VA 23901

Office: (434) 392-8837 Fax: (434) 392-6683

rlove@co.prince-edward.va.us www.co.prince-edward.va.us

October 25, 2021

To: Property Owners

From: Robert Love, Director of Planning and Community Development

Subject: Special Use Request - Sandy River Outdoor Adventures

The Prince Edward County Board of Supervisors will hold a public hearing on November 9, 2021 at 7:30 p.m. to receive citizen input on a request by Sandy River Outdoor Adventures for a Special Use permit to operate a Commercial Outdoor Sports and Recreation facility with Lodging and Restaurant/Brewpub on 36.40 acres, denoted as Tax Map Parcel numbers 054-5-A, 054-5-1, 054-5-2, & 054-5-3, 054-5-4, 054-5-5, 054-5-6, 054-5-7, 054-5-8, 054-5-9, located on Fairlea Road, Rice, VA. This parcel is located in the A1 (Agricultural Conservation) zoning district. This use requires approval of a Special Use Permit in this zoning District.

You are receiving this notice because you own land in the vicinity of the property requested to be approved for the special use permit. Following the hearing the Prince Edward County Board of Supervisors may vote to approve or deny the request.

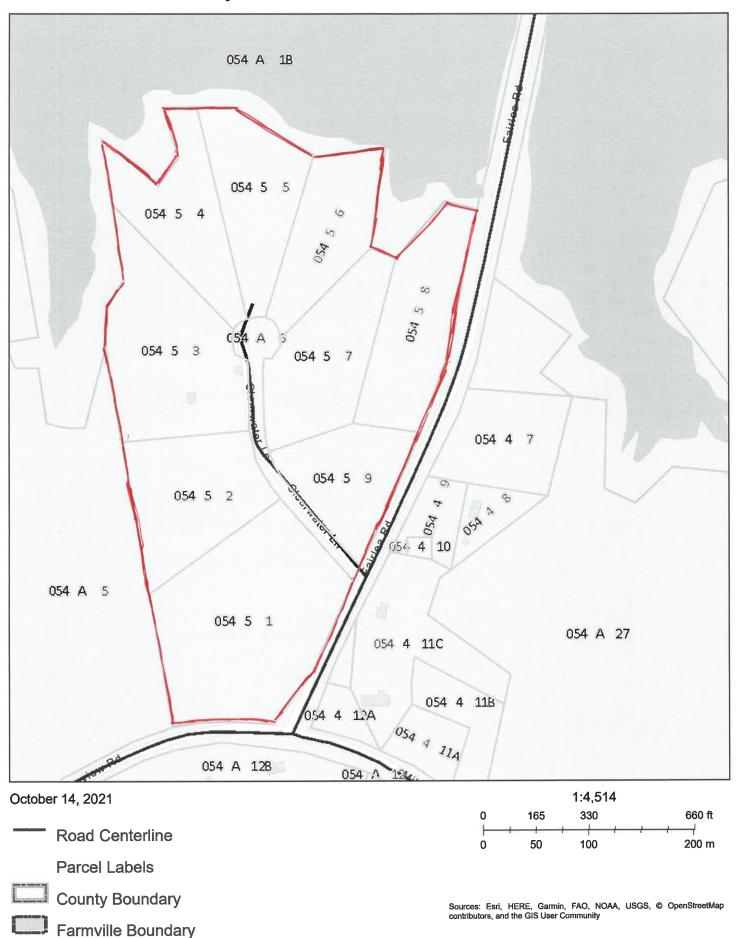
Due to the Coronavirus and to ensure the safety of the public and County Boards/Commissions the Board of Supervisors adopted an Emergency Ordinance modifying procedures for public meetings and public hearing practices. Instructions of how to listen or participate in the meeting and public hearing are contained on the reverse side of this letter.

If you have any questions, please do not hesitate to contact me at 434-392-8837.

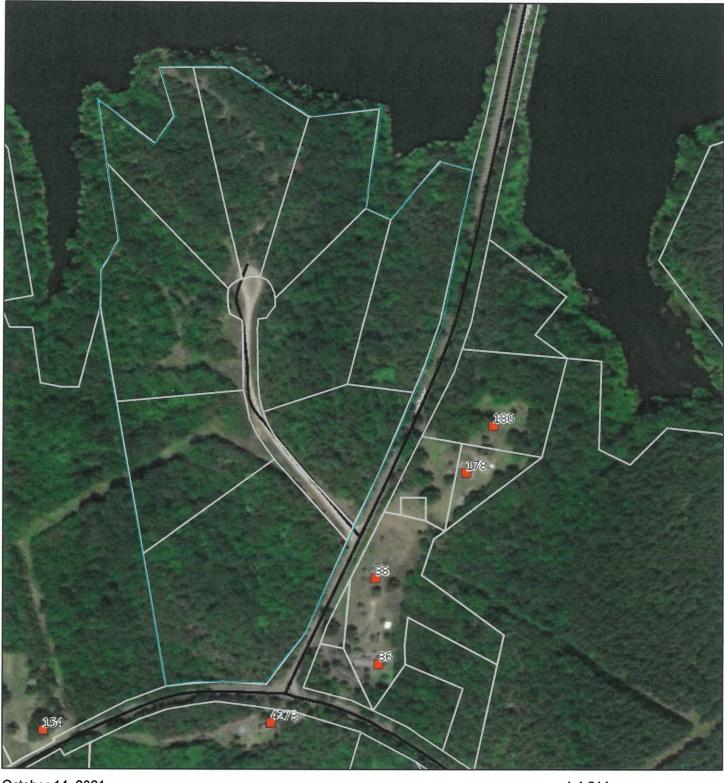
Respectfully,

Robert Love Director of Planning and Community Development

Sandy River Outdoor Adventures SUP



Sandy River Outdoor Adventures SUP





The following is an excerpt of the minutes of the regular meeting of the Prince Edward County Planning Commission held October 19, 2021.

In Re: Special Use Permit - Commercial Outdoor Sports and Recreation Facility

Vice-Chairman Peery announced this was the date and time scheduled for a Public Hearing on a request by Sandy River Outdoor Adventures for a Special Use permit to operate a Commercial Outdoor Sports and Recreation facility with Lodging and Restaurant/Brewpub on 36.40 acres, denoted as Tax Map Parcel numbers 054-5-A, 054-5-1, 054-5-2, 054-5-3, 054-5-4, 054-5-6, 054-5-6, 054-5-7, 054-5-8, and 054-5-9, located on Fairlea Road, Rice, Virginia. Notice of this hearing was advertised according to law in the Wednesday, October 6, 2021 and Wednesday, October 13, 2021 editions of THE FARMVILLE HERALD, a newspaper published in the County of Prince Edward.

Mr. Robert Love, Planning & Zoning Director, stated the County received an application by Sandy River Outdoor Adventures for a Special Use permit to operate a Commercial Outdoor Sports and Recreation facility with Lodging and Restaurant/Brewpub on 36.40 acres, denoted as Tax Map Parcel numbers 054-5-A, 054-5-1, 054-5-2, 054-5-3, 054-5-4, 054-5-5, 054-5-6, 054-5-7, 054-5-8, and 054-5-9, located on Fairlea Road, Rice, VA. This parcel is in an A1, Agricultural Conservation zoning district and requires a Special Use Permit to locate and operate a commercial outdoor sports and recreation facility.

The purpose of the Special Use is to construct commercial outdoor sports & recreational facility. There will be campsites along with various recreational buildings at the facility; additionally, plans include a Restaurant, Craft Distillery, and Brewpub, and traffic will be generated by both patrons and guests.

County staff is of the opinion the use is generally compatible with the zoning district but will have some impacts on surrounding properties as far as traffic and noise.

Mr. Love stated conditions were presented and have been revised to include the addition of Condition #9, which states "Development activities shall comply with Sec. 82-31 of the Prince Edward County Code."

Mr. Love said staff has received three letters of support, and one letter with questions. He said this process governs the development action on the property, and does not imply or grant any water access to the applicant. Mr. Love said that is a separate process under Section 82-31 which deals with water access, docks, etc.

Vice-Chairman Peery opened the public hearing.

Mark Smith, President and Owner of Sandy River Outdoor Adventures, reviewed the potential development of the resort. He said there will be 25 tree-houses, safari tents, a pool, and would like to include a boat dock eventually. He said activities would include biking, boating, tours on the reservoir, and hiking as High Bridge Trail is nearby. Mr. Smith said a Nature Center and Conference Center with an Educational Trail would be a welcome addition to his current tree-top zipline bridge and climbing walls at the Adventure Park. Mr. Smith said the planned restaurant would be leased.

Mr. Smith said he wants to see Rice and the County do well, and this would move Rice in a positive direction. He stated the treetop zipline, bridge and climbing walls at the Adventure Park have brought in thousands of people to the County. He explained that while some attractions would be available to the public, in the evenings, they would be available only to their guests.

Vice-Chairman Peery asked the for the proposed timeline, should this application be approved. Mr. Smith said he plans to have five tree-houses built by January 1, 2022, and the safari tents open by summer 2022. He said he has funding to complete all in about three years, and a pool would be in the second or third phase. He said he would like to have all plans complete in 36-48 months.

Commissioner Hunt asked if there is a commitment for the funding. Mr. Smith said he has the funding for the first phase and is working on securing funding for the following phases.

Mrs. Candice Smith stated the additional attractions will provide more jobs to the community in various positions. Mr. Smith added these will be good jobs with good pay.

Kyle Ruffin, a recent graduate with a degree in Recreation, Parks and Tourism, stated he began working for the Smiths in May, and he has seen no one take outdoor recreation and tourism as seriously as Mr. Smith. He said the Park provides business to other local companies in addition to the Park, such as restaurants, Green Front, and other retail stores. He added that the Smiths are using the natural resources of the area to bring in tourists.

Maggie Brown, Operations Manager, stated the Adventure Park has brought in people from all cultures, providing a draw to a diversity of people. She said they send customers to Farmville and the community, providing revenue for other businesses in the area.

Mr. Smith stated he is pleased that his business attracts a diversity of people, including people of many different faiths, ethnicities, and countries.

Tim Tharpe, President and owner of J. R. Tharpe Trucking, stated he cannot think of a more positive business to have in the County and in Rice, and strongly supports this application. He applauds the Smiths for what they've already done with the resort.

Ruby Mildred Hicks Bowen questioned the hours the Park would be closed to the public. Mr. Smith said that in the evenings, the restaurant and distillery would be for guests only. He said he is not interested in running a bar and cares about the guests and the community; it is their intention to be responsible stewards of the resort. He said it is a family-oriented resort. He added that he tries to keep the area clean and clear of debris.

There being no one further wishing to speak, Vice-Chairman Peery closed the public hearing.

Mr. Love reviewed the conditions. Some discussion followed.

Commissioner Jones made a motion, seconded by Commissioner Watson, to recommend approval to the Board of Supervisors of the Special Use Permit request by Sandy River Outdoor Adventures to operate a Commercial Outdoor Sports and Recreation facility with Lodging and Restaurant/Brewpub with the following conditions:

SITE PLAN

- 1. Development activities on the site shall be limited to those as specified in the Special Use Permit Application and Site Plan. The final locations of incidental facilities may be adjusted provided no such adjustment violates any buffers, setbacks, or other statutory requirement. The concepts reflected in the filed special use permit dated 09/28/2021 are hereby made part of these development conditions.
- 2. Final site plan approval for the Commercial Outdoor Sports and Recreation Facility shall be submitted to the Prince Edward County Planning Commission for final review and approval pursuant to Article IV Development Standards of the Prince Edward County Code (Zoning Ordinance).
- 3. Any proposed expansion of the operation, change of activities or additional facilities or activities shall be submitted to the Prince Edward County Planning and Community Development office for review prior to implementation. Any changes may be subject to Permit amendment procedures, including Public Hearings.
- 4. All buildings within the property shall be developed as a cohesive entity, ensuring that building placement, architectural treatment, parking lot lighting, landscaping, trash disposal, vehicular and pedestrian circulation and other development elements work together functionally and aesthetically.
- 5. All landscaping shall be mulched and maintained to the reasonable satisfaction of the Prince Edward County Planning and Community Development Director. Any vegetation found to be of poor condition shall be replaced and/or improved at the reasonable direction of the Planning and Community Development Director or his designee.

ENVIRONMENTAL

- 6. All pollution control measures, erosion and sediment control measures, storm water control facilities, and all construction activities shall comply with the requirements of the appropriate federal, state, and local regulations and ordinances.
- 7. All facilities for the provision of potable water and sanitation and wastewater disposal systems shall be approved by the Virginia Department of Health.

- 8. Any development activities of structural of land disturbing nature not specifically addressed by these Conditions shall be in conformance with applicable provisions of federal, state, and local statues and regulations.
- 9. Development activities shall comply with Sec. 82-31 of the Prince Edward County Code.

TRANSPORTATION

- 10. All entrance permits must be authorized by the Virginia Department of Transportation
- 11. All internal roads used for public access shall be of compacted earth, or have a minimum of a four (4) inch stone base, or shall be paved.
- 12. Adequate area shall be provided on site to accommodate parking of all employees and patrons. It shall be the responsibility of the Permittee to assure that employees and patrons park only on site and not on any highway right-of-way, or on adjoining or adjacent parcels unless written consent is provided by the owner or owners thereof.

GENERAL

- 13. All exterior lighting shall be designed and installed so as to minimize glare onto adjoining properties or any public access road. All lighting shall be full cut-off type fixtures.
- 14. Outdoor storage of trash containers shall be situated at the rear of buildings and shall be appropriately screened.
- 15. The Permittee is responsible for the appearance of the site including litter pick-up and other orderly site appearance.
- 16. This Permit is non-transferable, except and unless written notice from the Permittee regarding the transfer, and a signed document from the proposed new Permittee is received by the Planning and Community Development Office which states that the new Permittee agrees to comply with all terms and Conditions imposed with the original Permit Issuance. If the proposed new Permittee desires to amend the original Permit Conditions, amendments must be addressed by the Prince Edward County Planning Commission and Board of Supervisors through the Special Use Permit process.
- 17. Failure of Permittee to full conform to all terms and conditions may result in revocation of this Special Use Permit if said failure or failures are not corrected or addressed to the satisfaction, not to be unreasonably withheld, of the County within thirty (30) days of written notice from the County.

The motion carried:

Aye:	Preston Hunt	Nay:	(None)
	Robert M. Jones		
	Whitfield M. Paige		
	John "Jack" W. Peery, Jr.		
	Teresa Sandlin		
	Cannon Watson		
	Henry Womack		
Absent:	Mark Jenkins		Clifford Jack Leatherwood
	John Prengaman		

SANDY RIVER OUTDOOR ADVENTURES SUP POTENTIAL CONDITIONS

SITE PLAN

- Development activities on the site shall be limited to those as specified in the Special Use Permit Application and Site Plan. The final locations of incidental facilities may be adjusted provided no such adjustment violates any buffers, setbacks, or other statutory requirement. The concepts reflected in the filed special use permit dated 09/28/2021 are hereby made part of these development conditions.
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ENVIRONMENTAL

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- 7. All facilities for the provision of potable water and sanitation and wastewater disposal systems shall be approved by the Virginia Department of Health.
- 8. Any development activities of structural of land disturbing nature not specifically addressed by these Conditions shall be in conformance with applicable provisions of federal, state, and local statues and regulations.
- 9. Development activities shall comply with Section 82-31 of the Prince Edward County Code.

TRANSPORTATION

10. All entrance permits must be authorized by the Virginia Department of Transportation (VDOT). Development activities shall comply with all requirements of VDOT.

- 11. All internal roads used for public access shall be of compacted earth, or have a minimum of a four (4) inch stone base, or shall be paved.
- 12. Adequate area shall be provided on site to accommodate parking of all employees and patrons. It shall be the responsibility of the Permittee to assure that employees and patrons park only on site and not on any highway right-of-way, or on adjoining or adjacent parcels unless written consent is provided by the owner or owners thereof.

GENERAL

- 13. All exterior lighting shall be designed and installed so as to minimize glare onto adjoining properties or any public access road. All lighting shall be full cut-off type fixtures.
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Board of	Supervisor	S
Agenda	a Summary	

PRINCE EDWA
1754

Meeting Date:	November 9, 2021
Item No.:	14-ь
Department:	Board of Supervisors
Staff Contact:	Douglas P. Stanley/Sarah Elam Puckett
Issue:	PUBLIC HEARING: Citizen Input-American Rescue Plan Act Funding

Summary: As the Board is aware, the County of Prince Edward is slated to receive a total of \$4,429,021.00 in funding from the American Rescue Plan Act. The funding will be received in two disbursements of \$2,214,510.50, one year apart. Funds must be used in one of the eligible use categories specified in the American Rescue Plan Act. As with the CARES Act funds, the expenditure of ARPA funds must follow stringent guidelines and has restrictions. There are five primary ways that Recovery Funds can be spent:

- 1. Support public health response: Fund COVID-19 mitigation efforts, medical expenses, behavioral healthcare and certain public health and safety staff
- 2. Address negative economic impacts: Respond to economic harms to workers, families, small businesses, and nonprofits, or impacted industries and re-hiring of public sector workers
- 3. Replace public sector revenue loss: Use funds to provide government services to the extent of the reduction in revenue experienced due to the pandemic
- 4. Premium pay for essential workers: Offer additional support to those who have and will bear the greatest health risks because of their service in critical infrastructure. Funds can be used retroactively back to January 27, 2020.
- 5. Water, sewer and broadband infrastructure: Make necessary investments to improve access to clean drinking water, invest in wastewater and stormwater infrastructure and provide unserved or underserved locations with new or expanded broadband access.

ARPA's Fiscal Recovery Funds explicitly encourages direct public input in the allocation and prioritization of fund use. The Treasury "urges state, territorial, tribal, and local governments to engage their constituents and communities in developing plans to use these payments, given the scale of funding and its potential to catalyze broader recovery and rebuilding."

To start the process for public input, the Board has authorized a public hearing for its November 9, 2021 meeting to receive citizen input on what priorities should be considered for the expenditure of County ARPA Funds.

Attachments: Public Hearing Notice

Recommendation: Hold the public hearing for citizen input on proposed uses and priorities for the Board to consider for the utilization of the County's allocation of ARPA Funds.

Motion	Booth	Gilliam	Townsend
Second	Cooper-Jones	Jones	Wilck
	Emert	Pride	

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Please publish the following public hearing notice in THE FARMVILLE HERALD on Wednesday October 27, 2021 and Wednesday, November 3, 2021.

NOTICE OF PUBLIC HEARINGS

The Prince Edward County Board of Supervisors will hold PUBLIC HEARINGS on Tuesday, November 9, 2021, commencing at 7:30 p.m. in the Board of Supervisors Room located on the 3rd Floor of the Prince Edward County Courthouse, 111 N. South Street, Farmville, Virginia, to receive citizen input prior to considering the following:

- A request by Sandy River Outdoor Adventures for a Special Use Permit to operate a Commercial Outdoor Sports and Recreation facility with Lodging and Restaurant/Brewpub on 36.40 acres, denoted as Tax Map Parcel numbers 054-5-A, 054-5-1, 054-5-2, & 054-5-3, 054-5-4, 054-5-5, 054-5-6, 054-5-7, 054-5-8, 054-5-9, located on Fairlea Road, Rice, VA.
- Establishment of priorities for the use of the County's \$4.4 million allocation of American Rescue Plan Act (ARPA) Funds. Allowable uses are: supporting public health expenditures; addressing negative economic impacts caused by the public health emergency; replacing lost public sector revenue; providing premium pay for essential workers; investing in water, sewer, and broadband infrastructure.
- 3. Amendments to the FY 22 County Budget to accept and appropriate \$2,214,510.50, the County's first tranche of ARPA Funding, as required by Section 15.2-2507 of the *Code of Virginia*.
- 4. A proposed ordinance by which the Board of Supervisors may provide for payment of one-time bonus/hazard pay/premium pay, to eligible county employees/officers.

Citizen input for Public Hearings of the Board of Supervisors will be received by Karin Everhart, Deputy Clerk to the Board of Supervisors, using one of the following methods:

- In-Person Participation: While county meetings have re-opened to the public, there is still limited seating. <u>To enter the Prince Edward County Courthouse, individuals are required to wear a mask at</u> <u>all times and socially distance.</u> The Board of Supervisors appreciates the public's patience as County staff continue to adapt to the public safety recommendations and guidelines of the Virginia Department of Health and the CDC.
- 2. <u>Written Comments</u>: Please limit word count to no more than 500 words. Comments must be received by 2:00 p.m. the day of the meeting.
 - a. Mailed: Board of Supervisors

P.O. Box 382, Farmville, VA 23901.

- b. <u>E-Mailed</u>: <u>board@co.prince-edward.va.us</u>
- 3. <u>Remote Participation</u>: Citizens may participate remotely during the meeting. To call in to the meeting, please dial: 1-844-890-7777. When prompted for an Access Number: 390313. <u>Citizens are encouraged to pre-register</u> with the County Administrator's Office at 434-392-8837 by 2:00 p.m. the day of the meeting. Callers must be on the line and ready to speak when called upon by the Chair. Please state your name and district of residence. Based upon the # of speakers, the Chair will determine the time allotted to each speaker.
- 4. <u>County YouTube Channel</u>: Citizen may also view the monthly Board of Supervisors meeting live (no public input) at the County's YouTube Channel: (link is also on County website under Meetings & Public Notices.) <u>https://www.youtube.com/channel/UCyfpsa5HEjIWejBSc5XwpIA/featured</u>.

A copy of the special use permit application and proposed ordinance are available for public review on the County's web site at *www.co.prince-edward.va.us* or in the Prince Edward County Administrator's Office, 111 N. South Street, 3rd Floor, Farmville, VA. It is the County's intent to comply with the Americans with Disabilities Act. Should you have questions or require special accommodations, please contact the County Administrator's Office at 434-392-8837.

Board of Supervisors
Agenda Summary

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Meeting Date:	November 9, 2021
Item No.:	14-c
Department:	Board of Supervisors
Staff Contact:	Douglas P. Stanley/Sarah Elam Puckett
Issue:	PUBLIC HEARING: American Rescue Plan Act (ARPA) Funding

Summary: As the Board is aware, the County of Prince Edward is slated to receive a total of \$4,429,021.00 in funding from the American Rescue Plan Act. The funding will be received in two disbursements of \$2,214,510.50, one year apart.

Prior to the expenditure of the first allocation of ARPA Funds and in accordance with Section 15.2-2507, *Code of Virginia*, the Board will hold a public hearing prior to increasing the FY 22 County Budget, accepting the distribution of \$2,214,510.50 of federal funds and appropriating the funding to the FY 22 County Budget.

Attachments: Public Hearing Notice

Recommendation: Following the public hearing, the Board will wish to approve an amendment the FY 22 County Budget by \$2,214,510.50 to enable the expenditure of the federal ARPA funding and appropriate same funds the current fiscal year by appropriating the same funds into the ARPA Fund of the County Budget.

Motion	
Second	

Booth	
Cooper-Jones	
Emert	

Gilliam	
ones	
Pride	

Townsend ______ Wilck _____

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Please publish the following public hearing notice in THE FARMVILLE HERALD on Wednesday October 27, 2021 and Wednesday, November 3, 2021.

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- A request by Sandy River Outdoor Adventures for a Special Use Permit to operate a Commercial Outdoor Sports and Recreation facility with Lodging and Restaurant/Brewpub on 36.40 acres, denoted as Tax Map Parcel numbers 054-5-A, 054-5-1, 054-5-2, & 054-5-3, 054-5-4, 054-5-5, 054-5-6, 054-5-7, 054-5-8, 054-5-9, located on Fairlea Road, Rice, VA.
- Establishment of priorities for the use of the County's \$4.4 million allocation of American Rescue Plan Act (ARPA) Funds. Allowable uses are: supporting public health expenditures; addressing negative economic impacts caused by the public health emergency; replacing lost public sector revenue; providing premium pay for essential workers; investing in water, sewer, and broadband infrastructure.
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- 4. A proposed ordinance by which the Board of Supervisors may provide for payment of one-time bonus/hazard pay/premium pay, to eligible county employees/officers.

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- 2. <u>Written Comments</u>: Please limit word count to no more than 500 words. Comments must be received by 2:00 p.m. the day of the meeting.
 - a. <u>Mailed</u>: Board of Supervisors

P.O. Box 382, Farmville, VA 23901.

b. <u>E-Mailed</u>: <u>board@co.prince-edward.va.us</u>

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County of Prince Edward Board of Supervisors Agenda Summary

Meeting Date:	November 9, 2021
Item No.:	14d
Department:	County Administration
Staff Contact:	Douglas P. Stanley
Issue:	BONUS/HAZARDOUS DUTY/PREMIUM PAY AS APPLICABLE
Issue:	BONUS/HAZARDOUS DUTY/PREMIUM PAY AS APPLICABLE

Summary: The General Assembly has approved and is funding a one-time \$3,000 bonus for statesupported sworn officers of sheriff's departments and regional jails. The Board of Supervisors supports this acknowledgment of the efforts of our dedicated full-time sworn deputies, county employees, and officers (including those not covered by the State's compensation board), who have worked in front-line jobs and maintained essential services for Prince Edward County citizens during this economically and environmentally-challenging time. In recognition of this extraordinary effort, the Board of Supervisors will hold a public hearing prior to considering authorizing a one-time payment, to be paid on November 19, 2021 to eligible County employees, Officers, and the employees of entities for which the County services as fiscal agent, based on the following criteria:

- A. Employees must have been on the County payroll on July 1, 2021, and must remain employed by the County on the date the bonus is awarded, which is established as November 19, 2021;
- B. Part-time employees must have worked at minimum an average of 48 hours per month from July 1, 2021 through October 31, 2021;
- C. The one-time bonus/hazardous duty/premium pay amount for eligible Full-Time employees is \$3,000; and
- D. The one-time bonus/hazardous duty/premium pay amount for eligible Part-Time employees is \$1,500.
- E. This one-time payment shall be for FY 2021-2022 only.

COST:	Sources:	General Fund: \$287,891.67 (County funds – ARPA reimbursement)
		State Funds: \$30,491.20 (DSS funds – 32%)
		General Fund: \$64,793.80 (DSS funds - 68%)
		Comp Board: \$67,820.00 (New funding from State)
		*CCA/PSA Grant: \$22,739.58 (Non-County funds)

Total:

\$473,736.25

ATTACHMENTS: Public Hearing Notice Draft Ordinance

Motion	Booth	Gilliam	Townsend
Second	Cooper-Jones	Jones	Wilck
	Emert	Pride	

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County of Prince Edward Board of Supervisors Agenda Summary

PROPOSED OR SUGGESTED MOTION:

Following the Public Hearing: (The Board will wish to act on each motion, one at a time.)

- (1) I move approval of the Ordinance for Payment of One-Time Bonus/Hazardous Duty/Premium Pay in FY 2021-2022:
- (2) I move approval of the FY21 budget amendment as proposed and appropriate the same funds.

Rev/Exp	Fund	Dept	Object	Description	Debit	Credit
3 (Rev)	999	24010	0002	Public Assistance (DSS)		\$30,491.20
3 (Rev)	999	41050	00100	General Fund		\$64,793.80
3 (Rev)	100	23000	0020	COV - Compensation Board		\$67,820.00
3 (Rev)	100	41050	00100	General Fund		\$287,891.67
4 (Exp)	999	53110	01000	DSS Expenditures	\$95,285.00	
4 (Exp)	100	91000	05011	Pay Raise Reserve	\$355,711.67	

FY21 BUDGET AMENDMENT

Note: \$355,711.67 will be from ARPA funds that will be reimbursed from approved public safety expenditures and will cover the cost of the bonus/hazardous duty/premium pay for County employees. *Cost of PCS hazardous pay is \$22,739.58 and requires no additional appropriation. These funds do not require re-appropriation.

OR

(3) I move to not approve the Ordinance for Payment of One-Time Bonus/Hazardous Duty/Premium Pay for eligible county employee officers in FY2021-2022.

Motion	Booth	Gilliam	Townsend
Second	Cooper-Jones	Jones	Wilck
	Emert	Pride	



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- 2. Establishment of priorities for the use of the County's \$4.4 million allocation of American Rescue Plan Act (ARPA) Funds. Allowable uses are: supporting public health expenditures; addressing negative economic impacts caused by the public health emergency; replacing lost public sector revenue; providing premium pay for essential workers; investing in water, sewer, and broadband infrastructure.
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 - a. Mailed: Board of Supervisors

P.O. Box 382, Farmville, VA 23901.

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A copy of the special use permit application and proposed ordinance are available for public review on the County's web site at *www.co.prince-edward.va.us* or in the Prince Edward County Administrator's Office, 111 N. South Street, 3rd Floor, Farmville, VA. It is the County's intent to comply with the Americans with Disabilities Act. Should you have questions or require special accommodations, please contact the County Administrator's Office at 434-392-8837.



AN ORDINANCE OF THE COUNTY OF PRINCE EDWARD TO ADD AND ORDAIN A SECTION FOR PAYMENT OF A ONE-TIME BONUS/HAZARDOUS DUTY/PREMIUM PAY, AS APPLICABLE, TO ELIGIBLE COUNTY EMPLOYEES AND OFFICERS IN FY 2021-2022

BE IT ORDAINED BY THE PRINCE EDWARD COUNTY BOARD OF SUPERVISORS that Prince Edward County Code be amended and ordained as follows:

PAYMENT OF A ONE-TIME BONUS/HAZARDOUS DUTY/PREMIUM PAY, AS APPLICABLE, TO ELIGIBLE COUNTY EMPLOYEES AND OFFICERS IN FY 2021-2022.

The General Assembly has approved and is funding a one-time \$3,000 bonus for state-supported sworn officers of sheriff's departments and regional jails. The Board of Supervisors supports this acknowledgement of the efforts of our dedicated full-time sworn deputies and county employees (including those not covered by the compensation board), who have worked in frontline jobs and maintained the essential services for Prince Edward County citizens during this economically and environmentally-challenging time. In recognition of this extraordinary effort, the Board of Supervisors does hereby authorize a one-time payment, to be paid November 19, 2021 to eligible County employees, Officers, and the employees of entities for which the County services as fiscal agent, based on the following criteria:

- A. Employees must have been on County payroll on July 1, 2021, and must remain employed by the County on the date the bonus is awarded, which is established as November 19, 2021;
- **B.** Part-time employees must have worked at minimum an average of 48 hours per month from July 1, 2021 through October 31, 2021;
- C. The one-time bonus/hazardous duty/premium pay amount for eligible Full-Time Employees is \$3,000; and
- D. The one-time bonus/hazardous duty/premium pay amount for eligible Part-Time Employees is \$1,500.
- B. This one-time payment shall be for FY 2021-2022 only.

THIS ORDINANCE SHALL BE EFFECTIVE UPON ADOPTION AND EXPIRES ON NOVEMBER 30, 2021.



Board of Supervisors Agenda Summary

Meeting Date:	November 9, 2021
Item #:	15
Department:	Board of Supervisors
Staff Contact:	Douglas P. Stanley
Agenda Item:	Document Management Software

SUMMARY:

Currently County Administration files are unorganized, contain many duplicates, and are hard if not impossible to search. This project would fund the purchase and installation of an electronic document management system. The proposed system would allow users to capture information while automating and transforming business processes. Users find efficiencies by reducing the time processes take and giving users access to information instantaneously, resulting in cost savings for the organization.

The proposed system will bring the office into the 21st century and improve workflows by providing electronic document storage and management.

The County is looking to purchase the Laserfiche document management software solution from MCCi Professional Services (MCCi). MCCi is the vendor for Virginia and has the software available on the Virginia State Contract. Laserfische is a powerful tool to help users find the documents they need during their day-to-day processes, including full-text search, index search, and document and folder name. The ultimate goal is a time and thereby cost savings for the County.

The total estimate for software (\$28,671.90), installation (\$39,691.00) and recurring annual support/subscription (\$10,787.00) is \$79,149.90. Moving forward the County will be responsible for the \$7,632.00 as an annual support/subscription cost. The package being purchased will initially serve County Administration (Administration including Finance/HR/CSA, Building, Planning) but can be expanded by adding licenses. The initial license includes up to ten (10) users. Additional Departments can be added as needed with the cost of configuration until we hit the 10 user threshold.

While MCCi will install the software and provide training, County staff will ultimately be responsible for scanning and loading the documents. The County would use an existing server to store the data on on-site at the Courthouse.

LaserFische is currently used by the following counties in Virginia:

Accomack Augusta Campbell

> Motion ______ Second ______

Booth _____ Cooper-Jones _____ Emert _____

Gilliam	
lones	
Pride	

Townsend _____ Wilck _____



Board of Supervisors Agenda Summary

Carroll Chesterfield Culpeper Dinwiddie Fairfax Fauquier Frederick Hanover Isle of Wight Loudoun Madison Northumberland Orange Page Pittsylvania Prince George Prince William Pulaski Roanoke Spotsylvania (DSS Only) Stafford (Commissioner of Rev Only) Surry County Warren County York

I have experience with the software having used it in Warren. We found it easy to use and liked its security features and querying capability.

The project was included in the adopted Capital Improvement Plan (CIP) as the 13th ranked project. We have enough funding in the current budget to cover the cost of the project.

ATTACHMENT:

Laserfische Proposal from MCCi

RECOMMENDATION:

Approval of the contract with MCCi for the Laserfische document management system.

SAMPLE MOTION:

I move that the Board of Supervisors approve the attached proposal from MCCi dated October 18, 2021 in the amount of \$79,149.90. I further move to authorize the County Administrator to sign the contract with MCCi.

OR

I move that the Board of Supervisors table the request for further discussion.

Motion	Booth	Gilliam	Townsend
Second	Cooper-Jones		Wilck
	Emert	Pride	

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ADDENDUM NO. 1 TO MASTER SERVICES AGREEMENT NO. 23298

LASERFICHE AVANTE ORDER

Pursuant to Master Services Agreement No. 23298 ("Agreement"):

This Laserfiche Avante Order, designated as Addendum No. 1 is entered into as of ______, 2021 ("Addendum Effective Date"), by and between MCCi and Client and is hereby incorporated into the Agreement and made a part thereof. If there is any conflict between a provision of the Agreement and this Addendum, the Agreement will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Order supersedes any previous quote or proposals received.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum No. 1 to be executed by their respective duly authorized representatives as of the Addendum Effective Date.

MCCi, LLC	COUNTY OF PRINCE EDWARD ("Client")
Signed:	Signed:
Name:	Name:
Title:	Title:
Date:	Date:

Addendum No. 1 to Master Services Agreement No. 23298

PRICING: LASERFICHE



3717 Apalachee Parkway, Suite 201 Tallahassee, FL 32311 850.701.0725 850.564.7496 fax

Bill /Ship to: Doug Stanley dstanley@co.prince-edward.va.us

Quo	nt Name: County of Prince Edward ote Number: 21591 ler Type: Net New		C	order Date: Octo	ober 19, 2021
Pro	duct Description:	Qty.	Unit Cost	NCPA 11-26	Total
CO	NTENT SERVICES SOFTWARE LICENSING FOR AVANTE				
\checkmark	Laserfiche Avante Server for MS SQL with Workflow	1	\$5,000.00	\$4,650.00	\$4,650.00
\checkmark	Laserfiche Avante Records Management Module	1	\$6,000.00	\$5,580.00	\$5,580.00
\checkmark	Laserfiche Avante Named Full User with Web Client	10	\$600.00	\$558.00	\$5,580.00
\mathbf{N}	Laserfiche Avante Standard Audit Trail	10	\$75.00	\$69.75	\$697.50
\checkmark	Laserfiche Avante Forms Portal	1	\$7,995.00	\$7,435.35	\$7,435.35
\checkmark	Laserfiche Avante Quick Fields	1	\$595.00	\$553.35	\$553.35
	Laserfiche Avante Zone OCR and Validation Package Includes Zone OCR and Pattern Matching.	1	\$2,795.00	\$2,599.35	\$2,599.35
\checkmark	Laserfiche Avante Barcode and Validation Package Includes Barcode, 2D Barcode and Pattern Matching.	1	\$1,695.00	\$1,576.35	\$1,576.35
	Laserfiche Software Subtotal				\$28,671.90

GR/	AND TOTAL - ONE-TIME SOFTWARE				\$28,671.90
Pro	duct Description:	Qty.	Unit Cost	NCPA 11-26	Annual Total
LAS	ERFICHE ANNUAL SOFTWARE SUPPORT - BASIC				
\checkmark	Laserfiche Avante Server for MS SQL with Workflow	1	\$1,000.00	\$900.00	\$900.00
\checkmark	Laserfiche Avante Records Management Module	1	\$1,200.00	\$1,080.00	\$1,080.00
\checkmark	Laserfiche Avante Named Full User with Web Client	10	\$120.00	\$108.00	\$1,080.00
\checkmark	Laserfiche Avante Standard Audit Trail	10	\$15.00	\$13.50	\$135.00
\checkmark	Laserfiche Avante Forms Portal	1	\$1,600.00	\$1,440.00	\$1,440.00
\checkmark	Laserfiche Avante Quick Fields	1	\$120.00	\$108.00	\$108.00
\checkmark	Laserfiche Avante Zone OCR and Validation Package Includes Zone OCR and Pattern Matching.	1	\$560.00	\$504.00	\$504.00
\checkmark	Laserfiche Avante Barcode and Validation Package Includes Barcode, 2D Barcode and Pattern Matching.	1	\$340.00	\$306.00	\$306.00
	Laserfiche Annual Recurring Software Support Subto	otal			\$5,553.0

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<u>MC</u>	CI ANNUAL SUBSCRIPTION				
\checkmark	Laserfiche PowerPack by MCCi Subscription	1	\$1,000.00	\$950.00	\$950.00
	Requires dedicated Full Named User.				
	MCCi Annual Recurring Subscription Subtotal				\$950.00
MC	CI SUPPLEMENTAL SUPPORT SERVICES SUBSCRIPTION				
\checkmark	Managed Support Services for Laserfiche	1	\$2,079.00	\$2,079.00	\$2,079.00
_	Client needs are estimated based on the current components				
	provided herein: up to 15 hours that will expire at the end of				
	your renewal term.				
\checkmark	Training Center for Laserfiche (10-24 Users) On-Premise	1	\$1,620.00	\$1,620.00	\$1,620.00
\checkmark	MCCi SLA for Laserfiche (5-10 Users)	1	\$650.00	\$585.00	\$585.00
	MCCi Supplemental Support Services Annual Recurring	Subsci	ription Subtota	a/	\$4,284.00

GR	AND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCR	IPTION			\$10,787.00
Ser	vice Description:	Qty.	Unit Cost	NCPA 11-26	Total
MC	Ci SERVICE PACKAGES				
V	Business Process Requirements Gathering for Laserfiche	1	\$7,380.00	\$7,011.00	\$7,011.00
	Implementation Services Package Cost is based on the current components provided herein. MCCi's certified personnel will administer these services to assist Client with implementing the software/subscription components purchased. • Project will include Content Services for the following departments: - Administration and Sub-Departments under Administration - Human Resources - CSA	1	\$9,430.00	\$8,958.50	\$8,958.50
\checkmark	Laserfiche Installation Package	1	\$6,150.00	\$5,842.50	\$5,842.50
	Laserfiche PowerPack by MCCi Installation and Configuration Package	1	\$1,025.00	\$973.75	\$973.75
	Laserfiche Training Services, Remote Per Day Workflow training and installation excluded.	1	\$1,600.00	\$1,520.00	\$1,520.00
\checkmark	Laserfiche Records Management Module Training - Basic	1	\$5,740.00	\$5,453.00	\$5,453.00
	Basic Records Management Configuration (Includes 1/2 Day of Training)	1	\$7,585.00	\$7,205.75	\$7,205.75
	Laserfiche Quick Fields Basic Configuration Package Includes 1 Document Classification.	1	\$2,870.00	\$2,726.50	\$2,726.50
	Service Packages Subtotal				\$39,691.00

GRAND TOTAL - ONE-TIME SERVICES

TOTAL LASERFICHE PROJECT COST

Addendum No. 1 to Master Services Agreement No. 23298

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\$39,691.00

\$79,149.90

All Order Pricing Expires in 30 Days

This is NOT an invoice. Please use this confirmation to initiate your purchasing process.

RECURRING SERVICES

The Recurring Services portion of this Order will be based on the pricing at the time of renewal. It will systematically renew unless written notice of termination has been provided per the master agreement. In the event that a manufacturer increases its prices for recurring annual services, the increase will be passed along to the Client. No more than once per year, MCCi may adjust its recurring annual services to coincide with current U.S. inflation rates; any increase will not exceed the cumulative increase in the Consumer Price Index (CPI) occurring since the last price increase.

SALES TAX

Sales tax will be invoiced where applicable and is not included in the fee quote above.

REMOTE SERVICES

All services will be performed remotely unless noted otherwise.

Addendum No. 1 to Master Services Agreement No. 23298

PRODUCT ORDER TERMS

MCCi will process Product Orders as follows:

Product/Service Description	Timing of Product Order
All Software, Recurring Annual	Post Project Kick-Off.
Support/Subscription, and	
Supplemental Support Services	

The act of MCCi processing orders determines the start date of annual Recurring Service periods. Establishment of start dates for 3rd party manufacturer products are subject to each manufacturer's current policy.

BILLING TERMS

MCCi will invoice Client as follows:

Product/Service Description	Timing of Billing		
All Software, Recurring Annual	Initial Sale: Upon delivery of software or activation of the subscription.		
Support/Subscription, and	Annual Renewal: 75 days in advance of expiration date.		
Supplemental Support Services			
Service Packages	50% of the total upon receipt of Order, remaining 50% upon delivery completion and Client acceptance.		

MCCi shall not send any invoices nor claim payment for any fees or expenses incurred by MCCi until both parties authorize this Order. Sales tax will be invoiced where applicable and is NOT included in the Pricing section.

GENERAL ASSUMPTIONS

To determine which platform/licenses are applicable, please refer to the *Pricing* section. The following assumptions serve as the basis for the Service Package(s) reflected below. Any service or activity not described below is not included in the Scope of services to be provided. Variations to the following may impact the Service Package's cost and/or schedule justifying a change order.

- MCCi's completion of a Deliverable to Client shall constitute that MCCi has conducted its own review and believes it meets Client's requirements. Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary. If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have five (5) business days after MCCi's submission to give written notice to MCCi specifying the deficiencies in reasonable detail. MCCi shall use reasonable efforts to promptly resolve any such deficiencies. Upon resolution of any such deficiencies, MCCi shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.
- If either party identifies a business issue during the project, MCCi and Client must jointly establish a plan to resolve the issues with potential impact analysis of timeline and budget within five (5) business days of identification. Any necessary business decision resulting from the identified business issues must be made by Client within five (5) business days from request.
- Client is responsible to ensure that adequate hardware/infrastructure is in place and capable of handling the extra resources that may be required to support the services performed.
- Any additional software licensing needs related to this service/process configuration have not been considered or included as part of service packages. Client is responsible for ensuring that the required software licensing is available.
- If the Services require MCCi to access or use any third party software products provided or used, Client warrants that it shall have all rights and licenses of third parties necessary or appropriate for MCCi to access or use such third party products and agrees to produce evidence of such rights and licenses upon the reasonable request of MCCi and to indemnify, hold harmless and defend MCCi from and against any claims, actions, demands, lawsuits, damages, liabilities, settlements, penalties, fines, costs and expenses (including reasonable attorneys' fees) to the extent arising from MCCi's access to or use of such third party products.
- Client will maintain primary contacts and project staff for the duration of the project, as a change in staff may result in a change order for time spent by MCCi on retraining, reeducating, or changes in direction.
- Through the course of this project, MCCi may choose to utilize the third-party service Asana (http://www.asana.com) for project management and team collaboration. Documentation and correspondence exchanged between MCCi and Client may be stored in Asana.
- Client will ensure that all Client's personnel who may be necessary or appropriate for the successful performance
 of the services will, on reasonable notice: (i) be available to assist MCCi' personnel by answering business,
 technical and operational questions and providing requested documents, guidelines and procedures in a timely
 manner; (ii) participate in the services as reasonably necessary; and (iii) be available to assist MCCi with any other
 activities or tasks required to complete the services.
- All pricing assumes Client will grant MCCi unattended access to the required infrastructure for the project. Failure to provide this access can result in a change order increasing the cost to the client and the timeline of the project.

IMPLEMENTATION SERVICES PACKAGE

MCCi's certified personnel will administer these services to assist Client with implementing the software/subscription components purchased.

MCCi ACTIVITIES AND/OR DELIVERABLES

Professional Services may include any of the following for the purchased components:

- Project management associated with the proposed solution:
 - Outlining requirements
 - Setting expectations for project success
- Assistance with basic repository configuration and user account setup (Laserfiche only)
- Basic configuration of all software components and remote installation as needed
- Review of implemented solution

BUSINESS PROCESS REQUIREMENTS GATHERING

The MCCi Business Process Requirements Gathering includes analysis by a senior Project Manager. MCCi staff will interview stakeholders regarding a defined department and/or business process that the organization desires to be automated. The deliverable of this engagement will be a Statement of Work (SOW) documenting cost, hours, and desired configuration of the defined business process.

LASERFICHE INSTALLATION PACKAGE

MCCi's Installation Package is designed for MCCi to install and do initial configuration of the applications that come with your Laserfiche Licensing Platform (e.g., Avante, Rio, Subscription).

CLIENT DELIVERABLES

- Provision of Microsoft Windows Server(s) that meet(s) the Laserfiche system requirements.
- Acquire, install, and set up SSL/TLS Certificates that meet Laserfiche requirements.
- Open necessary Firewall ports.
- Grant unattended remote server access to MCCi.
- Provide a Windows Account that has administrative rights to each Laserfiche server (can create, write, and read the various Laserfiche databases, and query Active Directory).

MCCi DELIVERABLES

Install and configure one instance of each application in one environment (e.g., Test, Dev, Staging, QA, etc.) as outlined in the Laserfiche Assumptions section.

EXCLUSIONS

- Installing and configuring failover clusters or load balancing.
- Configuring servers in DMZs.
- Training and/or video recordings.
- Migration of existing Laserfiche environment/applications to new environment.
- Configuring Identity Providers other than Active Directory.

ASSUMPTIONS

- Google Chrome or Chromium Microsoft Edge is installed on all Laserfiche servers.
- Included if applicable; Installation and Configuration of AD CS Services package, see package description for full detail.

LASERFICHE POWERPACK BY MCCi

INSTALLATION AND CONFIGURATION PACKAGE

MCCi provides installation and configuration services to assist MCCi's clients and help them quickly utilize the benefits of these powerful features.

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CLIENT DELIVERABLES

- Provide IIS web server to host the Data Analytics website
- Provide SQL Server to host Data Analytics database (will be created during the initial configuration)
- Provide server/workstation to install OCR Scheduler and Data Analytics service
- Provide Laserfiche Workflow server to install and configure custom Workflow Activities
- Provide a dedicated Laserfiche named user license for PowerPack to utilize

MCCi ACTIVITIES AND/OR DELIVERABLES

- Install and configure PowerPack components on a single server. Workflow custom activities will be installed on the Workflow server
- Install PDF and Microsoft Office iFilters
- Provide one remote overview training

EXCLUSIONS

- Configuring OCR Scheduler to extract text from electronic files other than PDF and MS Office files (Tiff files will still be OCRd)
- Files in Laserfiche Record Series will not be OCRd

ASSUMPTIONS

- PowerPack is whitelisted with Client's antivirus software
- Client environment supports the latest Laserfiche SDK runtimes

LASERFICHE TRAINING SERVICES

Client is provided with instructor-led Laserfiche training, hands-on, or train-the-trainer.

SYSTEM ADMINISTRATION TRAINING

- Windows Client Installation
- System Settings
- Troubleshooting Procedures
- Tags

FULL USER TRAINING

- Introduction to Laserfiche
- OCR and Full Text Indexing
- Exporting a Document
- Index Fields/Templates

- Users and Groups
- Document Relationships
- Technical Support Overview
- Audit Trail (If purchased)
- Folders and the Folder Browser
- Searching & Annotations
- Scanning and Importing

- Volumes
- Templates
- Security
- Document Display
- Security
- Customize Laserfiche

LASERFICHE RECORDS MANAGEMENT MODULE TRAINING

Client should have full knowledge of internal records management policies and have prior experience in records management. This training will be quoted for clients with the Records Management functionality of Laserfiche.

RECORDS MANAGEMENT TRAINING

- Records Folders
- Security Tags
- Cutoff Eligibility
- Disposition Actions
- Interim Transfers

Locations Setup

Permanent Records

- Document Links
- Vital Records
- Retention Period
- Time Dispositions
- Accession / Freezing
- Destruction

Records Series

Cutoff Criteria

Final Disposition

Event Dispositions

Versioning

Hold Period

Cycle Definitions Setup

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Retention Schedules Setup Cutoff Instructions Setup

Services Provided	Basic	Advanced	Comprehensive
Filing Workflow Basic Training	Not Included	Included	Included
Training Days	1 Day: 1 Day Records Management	2 Days: 1 Day Records Management 1 Day Workflow	3 Days: 1 Day Records Management 1 Day Workflow1 Day Workshop*
Records Management Configuration Assistance Post Training	Remote 30 Days*	Remote 30 Days*	Remote 30 Days*

*Up to 30 calendar days from the initial training, not to exceed 10 hours

+The 1 Day Workshop includes consulting to discuss records management processes. This could include records management matrix, filing concepts, providing proposals for new filing structures, additional discovery, etc.

BASIC RECORDS MANAGEMENT CONFIGURATION

MCCi will configure Records Management in Client's repository using Transparent Records Management (TRM). Using TRM, both records managers and general users can organize the same repository in the manner they each prefer, simultaneously. The process is "transparent" because it enables general users to see through the complex records management layout to their desired structure. Records management requirements do not interfere with day-to-day business needs, and records managers can retain control over the way information is categorized and filed outside of the view of everyday users of the system.

CLIENT DELIVERABLES

- Provide unattended access to servers hosting related application to project
- Provide a Client representative to participate in organizing the repository through templates and folder structure and plan out the templates, record types, and folder structure, not to exceed 15 record types that will be implemented
- Provide all necessary information on the retention schedules to be implemented
- Assemble a testing team to complete User Acceptance Testing (UAT) within two (2) weeks of the completion of deployment
- Complete all final testing and confirmation that process functions as described

MCCi ACTIVITIES AND/OR DELIVERABLES

- Create up to three (3) templates, up to 15 Record Series, and up to 15 folders
- Build workflow(s) to file record in correct record series and create a shortcut in the end user folder structure.
 Workflows will be based on information that users input into the template when adding the document to Laserfiche.
 These workflows will be for filing purposes only and not include any business process steps for approval, review, etc.
- Build a workflow to run on a schedule set by Client that sends an email notification (to Client's Records Manager and up to one (1) other user) with up to three (3) links to display a list in the Web Client of all records available for cutoff, disposition, or vital records that need review
- Conduct ½ day of "train the trainer" training on administering and executing the document import process, records keeping, purging and other records keeping responsibilities inside Laserfiche including:
 - Understanding how the completed workflows function
 - Participating in the workflows and basic records management actions (searching, cutoff procedure, destruction)
- Conduct alpha and beta testing on the built processes. MCCi will transition project to Client UAT team once beta is complete and successful

EXCLUSIONS

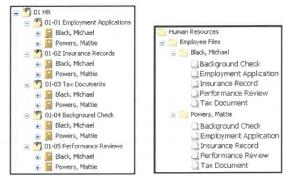
Assigning an external URL for Laserfiche Forms or Web Access

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- Creating or maintaining a Laserfiche backup and recovery plan
- Creating training documentation for these processes
- Conducting final testing prior to Client going live with the system and configurations
- Managing or providing upkeep of the Laserfiche Records Management System
- Configuring any e-mail notifications for records management actions outside of basic notifications for records available for cutoff, records available for disposition, and vital documents for review
- Anything not listed as included

ASSUMPTIONS

- Client must own Laserfiche Records Management Edition and Laserfiche Workflow
- Client owns and has Laserfiche Web Client installed and configured



LASERFICHE QUICK FIELDS BASIC CONFIGURATION PACKAGE

MCCi's Quick Fields basic configuration package is designed for MCCi to configure a desired Quick Fields session.

CLIENT DELIVERABLES

- Provide lookup credentials
- Grant unattended remote server access to MCCi

MCCi ACTIVITIES AND/OR DELIVERABLES

- Configure one (1) Quick Fields session
- Install Quick Fields
- Set up one (1) session classification and lookup using Real-Time Lookup (Client must procure appropriate licensing)
 Lookup allows for one (1) ODBC connection and one (1) field data query
- Create one (1) template with up to seven (7) fields

EXCLUSIONS

- Configuring Workflow
- Creating dynamic fields
- Training and/or providing video recordings
- Anything not expressly included

SUPPLEMENTAL SUPPORT PACKAGES

As Client's first-tier solution provider, MCCi provides multiple options for technical support. Client's annual renewal covers application break/fix support, version downloads, and continued educational resources. MCCi offers supplemental support packages to cover remote training, basic configuration services, and maintenance of existing business processes. MCCi Managed Support Services (MSS) or Process Administration Support Services (PASS) packages are strongly encouraged to be included with every renewal. Supplemental Support Packages are annual subscriptions and pricing is based on the package purchased and an advanced discounted block of hours, which expire on the same date as Client's annual renewal.

LASERFICHE

	Managed Support Services
Description	MSS
Easy access to MCCi's team of Certified Technicians for application break/fix support issues (i.e. error codes, bug fixes, etc.) ⁺	
Remote access support through web conferencing service *	
Access to product update version and hotfixes (Client Download)*	
24/7 access to the Laserfiche Support Site and Laserfiche Answers discussion forums ⁺	
Additional Remote Basic Training	
Additional System Settings Consultation	
Assistance with Implementation of Version Updates	10
Annual Review (upon Client's request) of Administration Settings	1
Priority Offering of Laserfiche CPPs & Laserfiche Empower Registration Scholarships	
Configuration and maintenance of <i>basic</i> business processes and MCCi packaged solution utilizing Laserfiche Forms and Workflow	
Configuration of Laserfiche Quick Fields sessions	
Basic Records Management Module Overview Training	
Administration Configuration Services	
Dedicated Certified Professional	
Proactive recurring consultation calls upon the Client's request	
Annual Review of business process configurations	
Institutional Knowledge of Client's Solution	
Maintenance of MCCi/Client configured <i>complex</i> business processes	
Ability to schedule after-hours migrations/upgrades Monday-Friday 8 am to 10 pm ET and Saturday-Sunday from 12 pm to 4 pm ET Basic JavaScript, CSS, and Calculations for Laserfiche Forms [*]	
basic javascript, cos, and calculations for Laserfiche Forms	

* Client's Support/Subscription Renewal includes these benefits, regardless of whether a supplemental package is purchased.

* Excludes the development of new integrations, large-scale development projects, and SQL queries. ** Hours: MCCi allows clients to use their hours for a multitude of services, as long as a request will not start a service that cannot be completed with the hours available. None of the packages listed above are intended to be utilized to configuration a new *complex* business process. In those instances, a separate SOW is required.

BUSINESS PROCESS DEFINITIONS (RELATIVE TO THE TABLE ABOVE)

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A Workflow, Forms, or Quick Fields process that automates or streamlines an organization-specific process.

- BASIC: A business process requiring minimal configuration and virtually no institutional knowledge of the Client's business process, allowing an MCCi Application Support Analyst to assist with configuration, support, and maintenance of the process.
- **COMPLEX:** A large business process with an extensive configuration that is mission-critical to the organization.
 - EXAMPLES: Large accounts payable process with a high volume of transactions, approval steps, database lookups, etc. Complex business processes require MCCi's Application Support Analyst to have institutional/process knowledge to configure the process.
 - For creation of new complex Forms, Workflow, and Transparent Records Management configurations, please discuss a Business Process Configuration Service with Client's Account Executive or Account Manager.
- MCCi Packaged Solution: A solution MCCi has created for a market that has a specific business process automation use.

SUPPLEMENTAL SUPPORT PACKAGE DESCRIPTIONS

CLIENT RESPONSIBILITIES (ALL PACKAGES)

- For self-hosted (applications hosted by Client) solutions: Configuring/maintaining backups and any general network, security, or operating system settings outside of Client's solution (Laserfiche, ABBYY, Blue Prism).
- Managing application-level security.
- Managing and creating retention policies related to Records Management Module.
- Providing an IT contact (internal or third-party) for MCCi to work with as necessary.
- Providing remote access capabilities as needed. If the Client requests MCCi to have unattended access, the Client assumes all responsibility for the related session(s). The Client will work with MCCi to set up user profiles, user tags, etc. to allow desired security rights/access.
- Creating/providing process diagrams (and any other necessary paperwork/examples).

MANAGED SUPPORT SERVICES (MSS)

MCCi's **MSS** package provides additional training and assistance to the Client's administrator and users. Pricing for the advanced block of hours is based on MCCi's Support Technician hourly rate discounted by 10%. The number of hours included is based on active products and will expire on the same date as Client's annual renewal. **MSS** can be used for the following:

ADDITIONAL REMOTE TRAINING

Additional web-based training is conducted to train new users or as refresher training for existing users.

ADDITIONAL SYSTEM SETTINGS CONSULTATION

MCCi offers additional best practices consultation that includes recommendations for adding additional departments, additional types of indexing, etc.

REMOTE IMPLEMENTATION OF VERSION UPDATES

While Client's renewal includes version updates, implementation of those updates is sometimes overlooked. With the addition of **MSS**, MCCi is at Client's service to directly assist with implementing software updates such as minor updates, quick fixes or point releases. Dependent on the complexity and the Client's specific configurations, major software upgrades may or may not be covered and should be discussed with Client's Account Management Team.

ANNUAL SYSTEM REVIEW & ANALYSIS

MCCi will access Client's system to review how Client's organization uses Client's solution, to identify potential issues, and to make recommendations for better use of the system. This analysis may be performed annually and is an optional service that will be completed only if requested by the Client.

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LASERFICHE CERTIFICATIONS

Priority offering of complimentary Laserfiche certifications, based on availability.

- LASERFICHE CONFERENCE REGISTRATION
 Priority offering of complimentary Laserfiche Empower registration, based on availability.
- ABBYY USER, GROUP, IMPORT PROFILE, AND BATCH UPDATES
 MCCi will create or update users or groups, import profiles, or batches within Client's ABBYY solution.

SERVICE LEVEL AGREEMENT (SLA)

MCCi's SLAs are offered as additional options to Client's annual support/subscription. An SLA offers clients escalated response times depending on the severity of the support issue, as well as other additional benefits. The SLA documentation and pricing is readily available upon request. MCCi currently has two separate SLAs available:

- Infrastructure Hosting
- Application Support (Client Self-Hosted)
- Application Support (Cloud Applications)

THE TRAINING CENTER FOR LASERFICHE

MCCi's Training Center for Laserfiche annual subscription provides an easy, cost-effective way for all users in Client's organization to access training videos for Laserfiche and ABBYY.

BENEFITS

- 24/7 access to on-demand Laserfiche training videos and other resources
- Reduction in training expenses
- Caters to all skill levels from Basic Users to Advanced System Administrators
- Unlimited access for Client's entire organization
- User determined schedule and pacing
- Reduction in internal support and increased user productivity
- Increased efficiency through improved internal usage/adoption
- Instant/budgeted training available in the case of employee turnover
- Enhance Client's organization's internal Laserfiche training program
 *The Training Center subscription gate is based on Laserfiche user counts

MCCi ASSUMPTIONS

TECHNICAL SUPPORT

Clients may contact MCCi support via MCCi's Online Support Center, email (<u>support@mccinnovations.com</u>), or telephone 866-942-0464. Support is available Monday through Friday (excluding major holidays) from 8 am to 8 pm Eastern Time.

PROFESSIONAL SERVICES

CHANGE ORDER PROCESS

Any deviations from the contract will be documented in a Change Order that Client must execute.

CONFIGURATION ASSISTANCE

Many of MCCi's packages list remote configuration assistance for up to a certain number of days. This is based on total days, not business days.

TRAVEL

MCCi will schedule travel in consecutive days for most engagements unless otherwise stated or agreed upon.

SCHEDULING

All rates are based on normal business hours, Monday through Friday from 8 am to 5 pm local time. If scheduling needs to occur after business hours, additional rates may apply.

RETURN POLICY

Any product returns are subject to the manufacturer's return policy.

LIMITED LIABILITY

If the Master Agreement is silent on each Parties' limited liability, liability is limited to the amount of dollars received by MCCi directly associated with this Order.

PRE-EXISTING INTELLECTUAL PROPERTY (IP)

The following products noted below are deemed Pre-existing IP as defined in the Master Agreement and are not considered "Works Made for Hire" and as such all rights, title or interest remains with MCCi. Client shall retain, a non-exclusive, royalty-free, world-wide, perpetual license to use the product(s) is such product(s) is integrated into the solution purchased by Client.

- Laserfiche PowerPack by MCCi
- Laserfiche EnerGov Integration by MCCi
- Laserfiche Neogov Integration by MCCi
- GoFiche Suite for Avante/Rio/Subscription
- Common Web Service API for Laserfiche

CLIENT SOLUTION CUSTOMIZATIONS

Client may also choose to customize their system internally, without MCCi's help. MCCi is not responsible for any damages caused by the user's customization of the system not performed by MCCi. MCCi will not be held responsible for correcting any problems that may occur from these customizations. Routine updates to as provided by software

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manufacturers may affect any customizations made by entities other than MCCi. If MCCi's help is required to correct/update any customizations made by any entity other than MCCi, appropriate charges will apply.

CLIENT INFORMATION TECHNOLOGY ASSISTANCE

For MCCi to excel in providing the highest level of service, Client must provide timely access to technical resources. Client must provide adequate technical support for all MCCi installation and support services. If Client does not have "in-house" technical support, it is Client's responsibility to make available the appropriate Information Technology resources/consultant when needed.

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LASERFICHE ASSUMPTIONS

The following assumptions are current as of the date of order. Manufacturer's terms and conditions are subject to change.

HARDWARE REQUIREMENTS & INSTALLATION

Client is responsible for ensuring they meet the recommended hardware requirements, which are available upon request. One (1) of each of the following components will be installed as part of Client's Laserfiche solution by default unless Pricing section states otherwise:

LASERFICHE AVANTE

- Directory Server (LFDS)* [†] Laserfiche Server Workflow
- Windows Client & Administration Console
- Web Client*

- Forms*
- Import Agent (if purchased) Mobile Server
- Audit Trail (if purchased)

*Requires SSL/TLS Certificate. Client is responsible for acquiring and installing prior to Laserfiche implementation. *Certificate requirements for Laserfiche Directory Server can be found here.*

[†]Required for all Rio and Avante systems and cannot be removed.

Note: Configuring a test environment, setting up an external DMZ, and/or setting up failover/load balancing are not included by default and must be detailed and priced in the applicable Statement of Work to be implemented.

LASERFICHE END USER LICENSE AGREEMENT (EULA)

By accepting this Order, Client acknowledges Laserfiche's EULA and agrees to abide by its terms and absolve MCCi of any Laserfiche product-related liability.

LASERFICHE SOFTWARE SUPPORT PLAN

MCCi acts as first-tier support and works with Laserfiche, who would provide second-tier level support when needed. Laserfiche software support plans are applicable to actively supported perpetual software and are bundled with onpremises Subscription and Cloud systems. All software support plans are on a yearly subscription basis and accompany the applicable software product designed, developed, created, written, owned, or licensed by Laserfiche. On-premises Subscription and Cloud system subscribers are advised to export data from their Laserfiche system prior to cancellation or any other termination.

ACTIVE LASERFICHE SOFTWARE SUPPORT PLAN BENEFITS INCLUDE:

- Easy remote access to MCCi's team of Laserfiche Gold Certified Support Technicians
- Access to new product update versions and hotfixes
- Software credit eligibility for product upgrades, as determined by Laserfiche's then current policy
- Continued access to Client's Laserfiche solution*

* Specific to Laserfiche Cloud and Laserfiche on-premises Subscription licensed Clients

POLICIES

- To receive periodic product updates for a Laserfiche Software Solution, its associated software support plan must be purchased and maintained throughout the software term.
- All software support plan subscriptions are annual, prepaid and non-refundable
- The annual term start date for new systems is established by Laserfiche at the time MCCi submits an order to Laserfiche on Client's behalf.

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- For platform upgrades, software and support credit eligibility is determined by Laserfiche's then current policy.
 To receive any available software or support credit, Client's support plan must be active (i.e., support plan has not expired)
- For expansion purchases, the applicable service period is prorated to match Client's existing or future service period, which is dependent on Laserfiche's then current policy and the timing of the expansion order vs. the Client's annual service period renewal date (i.e. prorating for less than four months may not be permittable due to the timing of renewal invoicing.)

LATE PAYMENTS

- If payment is not received before Client's renewal date, Client's Laserfiche software support plan expires. Please allow up to five (5) business days after receipt of payment for MCCi to process renewal payment to Laserfiche.
- Impact of Expiration:
- Client will be able to access MCCi Support Technicians for 30 days post expiration. However, if there are support issues that require Laserfiche involvement, these issues cannot be resolved until Client's support is renewed.
- Perpetual software support plan: Access to the Laserfiche support website and Laserfiche technicians will no longer be available until MCCi receives Client's renewal payment and processes payment to Laserfiche.
- Laserfiche on-premises Subscription or Laserfiche Cloud: Access to Client's Laserfiche solution will be turned off after 30 days and Client's access to the Laserfiche support website, and Laserfiche technicians will no longer be available until MCCi receives Client's renewal payment and processes payment to Laserfiche. Laserfiche onpremises Subscription Clients must reactivate the on-premises Subscription system following payment of the software support plan renewal to ensure uninterrupted usage.
- Reinstatement Fees: In order to receive uninterrupted support for perpetual on-premises Laserfiche Software Solutions, Client must maintain a software support plan for the term of the Laserfiche Software Solution. In the event that Client's software support plan is expired for more than 45 days, the plan will need to be reinstated. Reinstatements reset the annual date of the software support plan, and the cost includes one year of the software support plan in addition to the Reinstatement Fee. The Reinstatement Fee is a 10% markup on the lapsed value of the software support plan. The Reinstatement Fee includes the number of days lapsed since your software support plan expired.

INTEGRATIONS

Third-party Laserfiche integrations or utilities may consume one (1) or more Laserfiche user licenses depending on how the vendor designed and coded the integration. These additional licensing needs should be verified by Client and considered in the user licensing purchased.

LASERFICHE SOLUTION PROVIDER OF RECORD

As Client's current Solution Provider of Record, Laserfiche's policy dictates that MCCi is the only Laserfiche Solution Provider that has access to Client's support account, along with the ability to download software licenses and activations, process subscription renewals and initiate additional purchases on Client's behalf. Unless Client decides to cancel Client's contract with MCCi or work with Laserfiche to formally change Client's Laserfiche Solution Provider of Record, future purchases and subscription renewals will be processed and provided by MCCi.

MASTER SERVICES AGREEMENT NO. 23298

This Master Services Agreement No. 23298 (this "**Agreement**") is effective on the date of the last signature, ("**Effective Date**") and is made by and between MCCi, LLC, a Florida limited liability company with its principal office located at 3717 Apalachee Parkway, Suite 201, Tallahassee, FL 32311 ("**MCCi**") and Client (defined herein). MCCi and Client may each be referred to individually herein as a "**Party**" or collectively as the "**Parties**".

The terms "Client" in this Agreement shall also include Client's "Affiliates," defined as a legal entity that directly or indirectly controls, is controlled by, or is under common control with the applicable Party. It is agreed that Client's Affiliates who are a party to the applicable Order (defined below) shall enjoy the same rights, benefits and obligations set forth in this Agreement as are applicable to Client.

As used in this Agreement, "MCCi" means the MCCi Affiliate providing the Services (defined below) to the Client in the applicable Order.

The Parties hereto intending to be legally bound hereby, agree as follows:

1. <u>Scope of Service</u>

MCCi and Client may develop and enter into one or more sales orders, attached hereto or incorporated by reference, incorporating a description of the specific goods and/or services requested by Client and agreed to be performed or otherwise provided by MCCi (each, and as modified in writing by the Parties, each an "Order"). MCCi will provide to Client those goods and/or services described as its obligation in the Order (collectively, the "Services"). If applicable, each Order will also describe items specifically required to be delivered by MCCi to Client (each a "Deliverable"), and the acceptance criteria, if any, for each of the Deliverables. Further, each Order will set forth, among other things, tasks to be performed by the Parties and roles and responsibilities of each Party. Each Order shall specifically identify this Agreement and indicate that it is subject to the terms hereof. Unless provided to the contrary in the applicable Order, to the extent there are any conflicts or inconsistencies between this Agreement and any Order or Client purchase order, except in regard to Sections 2 or 3 herein, the provisions of this Agreement shall govern and control. Use of preprinted forms, including, but not limited to email, purchase orders, shrink-wrap or click-wrap agreements, except those that may appear in the appliable Order, acknowledgements or invoices, is for convenience only and all pre-printed terms and conditions stated thereon, except as specifically set forth in this Agreement, are void and of no effect. No amendment or modification to this Agreement will be valid unless set forth in writing and formally approved by authorized representatives of both parties. To the extent that there are any conflicts or inconsistencies between this Agreement and any Client-entered third-party government purchasing agreement ("Purchasing Vehicle"), the provisions of the Purchasing Vehicle shall govern and control.

No change order, notice, direction, authorization, notification or request (each a "**Change Order**") will be binding upon Client or MCCi, nor will such Change Order be the basis for any claim for additional compensation by MCCi, until Client and MCCi have both signed such Change Order, or a new Order, as appropriate.

Each MCCi Affiliate will only be liable for those obligations expressly set forth in the applicable Order to which it is a party. In no event will a MCCi Affiliate be liable for any of the obligations or liabilities of any other MCCi Affiliate pursuant to this Agreement.

2. <u>Fees</u>

Client shall pay to MCCi the fees and other compensation set forth in each Order. By executing the applicable Order, Client acknowledges their pre-approval for any Order Expenses, defined below, guoted, and will reimburse MCCi for all reasonable out-ofpocket travel, living and other ancillary expenses paid or incurred by MCCi in connection with the Services ("Order Expenses"). If relevant, and provided to MCCi, MCCi will make commercially reasonable efforts to conform to Client's expense policy. If a dispute occurs regarding MCCi's invoicing of Order Expenses not in conformity with Client's expense policy and greater than five (5) percent of a specific invoice, such dispute will be subject to investigation and correction; otherwise, Client agrees to reimburse MCCi for the full amount of expenses invoiced. The Client acknowledges that it may incur expenses due to circumstances such as non-refundable items (e.g., airline tickets, training/install charges, hotel reservations, rental cars, and the like), in the event that (i) Client cancels or reschedules performance, after MCCi has made the applicable arrangements; or (ii) If Client is not prepared upon MCCi's arrival, which results in cancellation, delays, and/or the need to reperform any Deliverables.

Client acknowledges that the price of the license and/or subscription for the use of a third-party licensed product is subject to increases during the term of the license and/or subscription or at the time of renewal. If MCCi is reselling a license and/or subscription of a thirdparty product to Client, then MCCi will provide Client at least 15 days prior to written notice (an email will be sufficient) of an increase in the price of the license and/or subscription. If Client does not agree to pay such increase in the license and/or subscription, Client must provide written notice to MCCi within 15 days of the date of the notice of such increase. Upon receipt of such notice, MCCi will cancel Client's license and/or subscription to the third-party licensed product.

3. Invoicing and Payment

Unless otherwise stated in an Order, MCCi will invoice Client for all fees, charges and reimbursable expenses on a monthly basis and upon completion of each Order.

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from the date of each invoice. Failure to pay invoices by the due date, unless MCCi has been informed by said due date that an invoice is being contested and the reason therefor, may result in the imposition of interest charges to the extent allowable by law as well as any associated legal and collection fees incurred.

To the extent that Client is not exempt and/or has not communicated its tax status to MCCi, Client further agrees to pay amounts equal to any federal, state or local sales, use, excise, privilege or other taxes or assessments, however designated or levied, relating to any amounts payable by Client to MCCi under this Agreement or any other Agreement between the Parties, exclusive of taxes based on MCCi's net income or net worth. Client understands and accepts that any pricing set forth in an Order does not include such taxes.

All recurring software maintenance support, subscriptions and/or other service packages (**"Recurring Services"**) will automatically renew unless Client has

- (a) terminated the Agreement and/or applicable Order, per Section 4;
- (b) provided sixty (60) days written notice prior to the scheduled renewal date of the Recurring Services; or
- (c) not paid in full the renewal invoice by the renewal service period start date.

Once payment has been received, no refunds for Recurring Services are available.

4. <u>Term, Termination, and Cancellation</u>

This Agreement will commence on the Effective Date and will be effective for the longer of (i) a one (1) year period or (ii) the term of the original Order and will renew automatically for one (1) year periods and continue in full force and effect, unless terminated by either Party as set forth below. Termination of this Agreement or any Order hereunder may occur upon any of the following:

- (a) Thirty (30) days after a Party's receipt of written notice from the other Party that this Agreement or the Services, in whole or in part under an Order, shall be terminated;
- (b) Thirty (30) days after a Party notifies the other in writing that they are in breach or default of this Agreement, unless the breaching Party cures such breach or default within such thirty (30) day period; or
- (c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either Party, any insolvency of a Party, any appointment of a receiver for such Party, or any assignment for the benefit of such Party's creditors (a "Bankruptcy Event"), unless such Party cures such Bankruptcy Event within the fifteen (15) day period;

(d) If Client is a city, county, or other government entity the following applies: If Client's governing body fails to appropriate sufficient funds to make payments due and to become due during Client's next fiscal period, Client may, subject to the terms herein, the applicable Order as of the last day of the fiscal period for which appropriations were received (each an "Event of Non-appropriation"). Client agrees to deliver notice of an Event of Non-appropriation to MCCi at least 30 days prior to the end of Client's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. If this Agreement is terminated following an Event of Nonappropriation, Client agrees (but only to the extent permitted by applicable law) that, for a period of one (1) year from the effective date of such termination, Client shall not purchase or otherwise acquire any technology performing functions similar to those performed by the Recurring Services from a third party.

In all events, Client shall be liable for full payment for Services and/or Deliverables and reimbursement of MCCi's expenses incurred through the effective date of termination. If Client cancels or suspends an Order, pursuant to this Agreement and only if allowed hereunder, between completed milestones, MCCi will invoice Client for a pro-rated share of the completed portion of each milestone(s) for Deliverables performed through the date of such termination or delay. If Services are resumed or Deliverables continued, MCCi will recommence invoicing per the applicable Order.

5. Working Arrangements

All Services shall be performed remotely, unless otherwise agreed to by the Parties. If Services are to be performed on Client's premises, Client shall provide the following to MCCi Personnel: (i) a suitable and adequate work environment, including space for work and equipment for performance of the Services; (ii) access to and use of Client's facilities and relevant information, including all necessary software, hardware and documentation; (iii) timely assistance in the acquisition, or correction of any hardware or software problems that would affect the performance of Services and/or delivery of a Deliverable; and (iv) any other items set forth in the applicable Order.

Client will ensure that all Client's personnel, vendors, and/or subcontractors who may be necessary or appropriate for the successful performance of the Services and/or delivery of a Deliverable will, on reasonable notice: (i) be available to assist MCCi Personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as reasonably necessary for performance under an Order; and (iii) be available to assist MCCi with any other activities or tasks required to complete the Services in accordance with the Order.

6. MCCi Personnel

Neither MCCi nor its Personnel (defined below) are or shall be deemed to be employees of Client but instead are independent contractors to Client. MCCi shall be responsible for the compensation of its Personnel, in addition to any applicable employment taxes, workmen's compensation and any other taxes, insurance or provisions associated with the engagement of such Personnel.

In addition, MCCi shall be responsible for all acts or omissions of its Personnel. MCCi will not discriminate in the referral or hiring of MCCi Personnel on the bases of race, religion, sexual orientation, color, sex, age, national origin, disability that does not affect the ability for an individual to perform his or her job, or other protected categories as required by applicable state, federal, and local laws.

MCCi may utilize independent subcontractors in satisfying its obligations under this Agreement (collectively with MCCi employees "**Personnel**"). MCCi remain responsible for all acts and omissions of all Personnel.

Upon receipt of notice from Client that any MCCi Personnel is not suitable, MCCi shall remove such person from the performance of Services and will provide a qualified replacement as quickly as reasonably possible.

Unless a particular MCCi Personnel member has been identified as a key resource to the relevant Order, MCCi at its sole discretion may reassign, if and as necessary, other appropriately qualified MCCi Personnel to the relevant Order as long as such assignment will not affect MCCi's fee for the Services defined or ability to satisfy its Deliverables.

Neither Party is a legal representative of the other nor does a Party have the authority, either express or implied, to bind or obligate the other in any way.

7. <u>Non-Solicitation</u>

To the extent permitted by law, during the term of this Agreement and for a period of twelve (12) months thereafter, neither Party shall knowingly (i) induce or attempt to induce any then-current employee or independent contractor of the other Party to terminate his or her employment or other relationship with the non-soliciting Party or (ii) solicit or hire any former employee or independent contractor that had been employed or engaged by the non-soliciting Party during the previous twelve (12) months. Notwithstanding the foregoing, either Party may solicit for employment, offer employment to, employ, or engage as a consultant or advisor, any of the other Party's personnel who: (i) had no previous direct contact with the soliciting Party's personnel in connection with, and during the performance of, the Services hereunder, or (ii) have responded to a general, publiclyavailable advertisement for employment by the hiring Party (including its Affiliates), or (iii) make unsolicited approaches or inquiries to such Party (including its Affiliates) regarding employment opportunities. The current engaging Party, in its sole discretion, may waive this provision in writing for an individual. In consideration for such waiver, the soliciting Party agrees to pay a placement fee equal to fifty (50) percent of such person's new total annual compensation. This placement fee shall be due immediately upon such person's commencement of services.

8. <u>Confidential Information</u>

The Parties acknowledge that in the course of MCCi providing Services for Client hereunder, each may receive Confidential Information (as defined below) of the other Party. Any and all Confidential Information in any form or media obtained by a Recipient (defined below) shall be held in confidence and shall not be copied, reproduced, or disclosed to third parties for any purpose whatsoever except as necessary in connection with the performance hereunder. Each Recipient further acknowledges that it shall not use such Confidential Information for any purposes other than in connection with the activities contemplated by this Agreement. All consultants assigned by MCCi to Client will sign appropriate forms of confidentiality agreements on or prior to their start date.

"**Confidential Information**" means any and all confidential information of a Party disclosed to the other Party, including, but not limited to, research, development, proprietary software, technical information, techniques, know-how, trade secrets, processes, customers, employees, consultants, pricing information and financial and business information, plans and systems. Confidential Information shall not include information which: (i) was known to the Party receiving the information (the "**Recipient**") prior to the time of disclosure by the other Party (the "**Disclosing Party**"); (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of this Agreement or other wrongful act by the Recipient; (iii) was lawfully received by Recipient from a third party without any obligation of confidentiality; or (iv) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority.

The obligations set forth in this Section shall survive termination of this Agreement for a period of three (3) years thereafter.

9. Intellectual Property

Unless otherwise specified in any Order, or subject to a third party license agreement, title to all materials, products software, Services, and/or Deliverables, including, but not limited to, reports, designs, programs, specifications, documentation, manuals, visual aids, and any other materials developed and/or prepared for Client by MCCi under any Order (whether or not such Order is completed) ("Works"), and all interest therein shall vest in Client and shall be deemed to be a work made for hire and made in the course of the Services rendered hereunder. MCCi shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use, sell, modify, distribute, and create derivative works based upon any of the foregoing Works in its information technology professional services business, provided that in so doing MCCi shall not use or disclose any Client Confidential Information or Deliverables unique to Client. To the extent that title to any such Works may not, by operation of law, vest in Client or such Works may not be considered works made for hire, all rights, title and interest therein are hereby irrevocably assigned to Client. All such Works shall belong exclusively to Client, except as set forth herein, with Client having the right to obtain and to hold in its own name, copyrights, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. MCCi agrees to give Client and any person designated by Client, reasonable assistance, at Client's expense, required to perfect the rights defined in this Section 9. Unless otherwise requested by Client, upon the completion of the Services to be performed under each Order or upon the earlier termination of such Order, MCCi shall promptly turn over to Client all Works and Deliverables developed pursuant to such Order, including, but not limited to, working papers, narrative descriptions, reports and data.

Notwithstanding the foregoing, the following shall not constitute the property of Client: (i) MCCi software, including but not limited to any proprietary code (source and object), or that which is subject to third-party license agreements with MCCi; (ii) those portions of the Deliverables which include information in the public domain or which are generic ideas, concepts, know-how and techniques within the computer design, support and consulting business generally; and (iii) those portions of the Deliverables which contain the computer consulting knowledge, techniques, tools, routines and sub-routines, utilities, know-how, methodologies and information which MCCi had prior to or acquired during the performance of its Services for Client and which do not contain any Confidential Information of Client conveyed to MCCi. Should MCCi, in performing any Services hereunder, use any computer program, code or other materials developed by it independently of the Services provided hereunder ("Pre-existing Work"), MCCi shall retain any and all rights in such Pre-existing Work. MCCi hereby grants Client a paid up, world-wide, non-exclusive license to use and reproduce the Preexisting Work for its internal business needs.

Client understands and agrees that MCCi may perform similar services for third Parties using the same Personnel that MCCi may use for rendering Services for Client hereunder, subject to MCCi's obligations respecting Client's Confidential Information pursuant to Section 8.

10. Data Privacy

In the event that MCCi, in the course of providing Services to Client, receives, stores, maintains, processes or otherwise has access to "Personal Information" (as defined by the State Data Protection Laws (defined below) and/or European Union Directives, and including, but not limited to, an individual's name and social security number, driver's license number or financial number) then MCCi shall safeguard this information in accordance with these laws. MCCi may disclose Personal Information for business purposes only on a need-to-know basis and only to (i) MCCi Personnel, (ii) any third-party service providers that has agreed to safeguard Personal Information in a like manner as MCCi safeguards such information, and (iii) with other entities authorized to have access to such information under applicable law or regulation. MCCi may disclose Personal Information when necessary to protect its rights and property, to enforce its terms of use and legal agreements, as required or permitted by law, or at the request of law enforcement authorities and the courts, and pursuant to a subpoena. MCCi shall have no duty to notify Client of such compliance with law. MCCi takes reasonable and appropriate measures to maintain the confidentiality and security of Personal Information and to prevent its unauthorized use or disclosure. To the extent that MCCi experiences a Security Breach as defined under the applicable State Data Protection Laws for information generated in connection with this Agreement or any Order hereto, MCCi shall notify Client in writing within five (5) business days of confirming the same.

11. <u>Warranty</u>

(a) Services Warranty.

MCCi warrants that all Services shall be performed by personnel with relevant skill sets and familiar with the subject matter for the Order in a professional, competent, and workman-like manner.

MCCi's delivery of a Deliverable to Client shall constitute a representation by MCCi that it has conducted a review of the Deliverable and believes it meets the written specifications, if any, set forth in the corresponding Order. Client shall then have the right to conduct any review of the Deliverable as Client shall deem necessary or desirable. If Client, in its reasonable discretion, determines that any submitted Services, or Deliverable does not meet the specifications, set forth in the applicable Order, Client shall have five (5) business days after MCCi's submission to give written notice to MCCi specifying the deficiencies in reasonable detail. MCCi shall use reasonable efforts to promptly cure any such deficiencies. After completing any such cure, MCCi shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.

MCCI DOES NOT WARRANT THAT THE SERVICES OR DELIVERABLES WILL BE UNINTERRUPTED OR ERROR-FREE, PROVIDED THAT MCCI SHALL REMAIN OBLIGATED PURSUANT TO THIS SECTION 11. IF THE SERVICES FAIL TO CONFORM TO THE FOREGOING WARRANTY IN ANY MATERIAL RESPECT OR TO THE SPECIFICATION SET FORTH IN AN ORDER, CLIENT'S INITIAL REMEDY WILL BE FOR MCCI, AT ITS EXPENSE, TO PROMPTLY USE COMMERCIALLY REASONABLE EFFORTS TO CURE OR CORRECT SUCH FAILURE. UPON FAILURE OF THE FOREGOING, CLIENT'S REMEDIES, AND MCCI'S ENTIRE LIABILITY, AS A RESULT OF SUCH FAILURE, SHALL BE SUBJECT TO THE LIMITATIONS SET FORTH IN SECTION 12 BELOW. THE FOREGOING WARRANTY IS EXPRESSLY CONDITIONED UPON (I) CLIENT PROVIDING MCCI WITH PROMPT WRITTEN NOTICE OF ANY CLAIM THEREUNDER PRIOR TO THE EXPIRATION THEREOF, WHICH NOTICE MUST IDENTIFY WITH PARTICULARITY THE NON-CONFORMITY; (II) CLIENT'S FULL COOPERATION WITH MCCI IN ALL REASONABLE RESPECTS RELATING THERETO, INCLUDING, IN THE CASE OF MODIFIED SOFTWARE, ASSISTING MCCI TO LOCATE AND REPRODUCE THE NON-CONFORMITY; AND (III) WITH RESPECT TO ANY DELIVERABLE, THE ABSENCE OF ANY ALTERATION OR OTHER MODIFICATION OF SUCH DELIVERABLE BY ANY PERSON OR ENTITY OTHER THAN MCCI. MCCI ALSO DOES NOT WARRANT ANY THIRD-PARTY PRODUCTS PROCURED ON BEHALF OF CLIENT. IF THERE ARE ANY PRODUCT WARRANTIES PROVIDED BY THE MANUFACTURER OF THE PRODUCT, ANY REMEDY SHOULD BE REQUESTED DIRECTLY FROM MANUFACTURER AND MCCI HAS NO LIABILITY ASSOCIATED THEREWITH.

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 11, MCCI DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY, WHETHER SUCH REPRESENTATION OR WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.

In the event that Client asserts any claim for warranty services hereunder and such claim relates to any matter that is mutually determined by the Parties not to be MCCi's responsibility hereunder (including any problem with Client's computer hardware or software that was not caused by any Services performed by MCCi), Client shall pay MCCi for all costs incurred for all evaluation, correction or other services performed by MCCi relating to such claim on a time and materials basis at MCCi's then standard rates.

(b) General Warranty.

MCCi shall perform the Services in compliance with all applicable federal and state laws and regulations and industry codes, including but not limited to (i) federal and state anti-kickback laws and regulations, (ii) federal and state securities laws, meaning that MCCi agrees that Client may be a publicly traded company and MCCi shall instruct MCCi Personnel that federal and state securities laws prohibit the purchase, sale, or pledge of Client stock while in possession of any material, non-public information, (ii) the Foreign Corrupt Practices Act of 1977 and (iv) federal and state privacy and data protection laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act (collectively, "**State Data Protection Laws**").

12. Indemnification and Limitation of Liability

Each Party ("Indemnifying Party") shall indemnify, defend, and hold the other harmless against any loss, damage, or costs (including reasonable attorneys' fees) in connection with third party claims, demands, suits, or proceedings ("Claims") to the extent caused by the Indemnifying Party.

(a) MCCi Indemnification.

MCCi shall defend, indemnify, and hold Client harmless against Claims made or brought against Client for Bodily injury or personal property damage arising out of the Indemnifying Party's performance within the scope of its responsibilities under this Agreement or by a third party alleging that the use of any Deliverable as provided to Client under this Agreement or any Order hereto and used in accordance with this Agreement and relevant documentation, infringes any third party's intellectual property rights. Notwithstanding the foregoing, MCCi shall not be required to indemnify Client to the extent the alleged infringement: (x) is based on information or requirements furnished by Client, (y) is the result of a modification made by an entity other than MCCi, or (z) arises from use of a Deliverable in combination with any other product or service not provided or approved in writing by MCCi. If Client is enjoined from using the Deliverable or MCCi reasonably believes that Client will be enjoined, MCCi shall have the right, at its sole option, to obtain for Client the right to continue use of the Deliverable or to replace or modify the same so that it is no longer infringing. If neither of the foregoing options is reasonably available to MCCi, then this Agreement may be terminated at either Party's option, and MCCi's sole liability shall be subject to the limitation of liability provided in this Section.

(b) Client Indemnification.

If the Services require MCCi to access or use any third party products provided or used by Client, Client warrants that it shall have all rights and licenses of third Parties necessary or appropriate for MCCi to access or use such third party products and agrees to produce evidence of such rights and licenses upon the reasonable request of MCCi and to indemnify, hold harmless and defend MCCi from and against any Claims to the extent arising from MCCi's access to or use of such third party products. Should MCCi provide third party licensed software hereunder, Client will indemnify, defend, and hold MCCi harmless for the breach by Client or any entity for whom Client provides access the same, for any breach of such third-party terms of use, including, without limitation, a licensor's end user license agreement, acceptable use policy and the like.

IF CLIENT IS A CITY, COUNTY, OR OTHER GOVERNMENT ENTITY AND SUCH ENTITIES GOVERNING BODY PROHIBITS INDEMNIFICATION THEN CLIENT'S INDEMNIFICATION OBLIGATIONS SHALL BE REDUCED TO REFLECT THE LIMITATIONS THAT ARE LEGALLY BINDING ON CLIENT.

(c) Indemnification Procedure.

Each indemnified Party shall give the indemnifying Party (a) prompt written notice of the Claim; (b) sole control of the defense and settlement of the Claim (provided that the indemnifying Party may not settle any Claim unless it unconditionally releases the indemnified Party of all liability and does not otherwise negatively impact the indemnified Party's rights, including, without limitation, those in its intellectual property); and (c) at indemnifying Party's cost, all reasonable assistance.

(d) Limitation of Liability.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, (i) EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS, SAVINGS OR BUSINESS) OR LOSS OF RECORDS OR DATA, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO SUCH PARTY IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY SUCH PARTY, AND WHETHER IN AN ACTION BASED ON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE. EXCEPT FOR A PARTY'S PAYMENT AND INDEMNIFICATION OBLIGATIONS, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS, LOSSES OR OTHER LIABILITY ARISING OUT OF, OR CONNECTED WITH, THIS AGREEMENT, THE SERVICES, DELIVERABLES AND/OR SOFTWARE PROVIDED HEREUNDER OR CLIENT'S USE OF ANY SUCH SERVICES, DELIVERABLES AND/OR SOFTWARE, AND WHETHER BASED UPON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, SHALL IN NO CASE EXCEED THE AGGREGATE AMOUNTS PAID TO MCCI BY CLIENT UNDER THE APPLICABLE ORDER, GIVING RISE TO SUCH CLAIM DURING THE LAST SIX (6) MONTHS.

(ii) NOTWITHSTANDING SECTION 12(d) MCCI'S LIABILITY FOR CLAIMS INVOLVING ITS INDEMNIFICATION OBLIGATIONS SHALL BE LIMITED TO \$500,000, EACH PARTY'S ENTIRE LIABILITY AND CLIENT'S REMEDIES UNDER THIS AGREEMENT SHALL BE SUBJECT TO THE LIMITATIONS CONTAINED IN THIS SECTION 12. THE LIMITATIONS ON WARRANTY AND LIABILITY SPECIFIED IN SECTIONS 11 AND 12 HEREOF WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

The Parties acknowledge that the limitation of warranties and liabilities as set out in this Agreement are an essential basis of this Agreement and that the prices agreed to be paid by Client for Services reflect these limitations.

13. Insurance

During the term of this Agreement, MCCi shall carry, at its sole expense, insurance coverage to include at a minimum the following:

- Workers Compensation: State statutory limits and \$1,000,000 employers' liability
- Comprehensive General Liability: \$2,000,000 per occurrence and \$4,000,000 in the aggregate
- Professional Liability and Errors & Omissions: \$1,000,000 per occurrence and \$3,000,000 in the aggregate
- Cyber and Technical Errors and Omissions: \$3,000,000 in the aggregate

MCCi, at Client's request, will name Client as an additional insured under the Comprehensive General Liability policy. MCCi represents that Client is automatically included as an additional insured under the Errors and Omissions and Cyber and Technical Errors and Omissions policies for vicarious liability but no modified certificate of insurance will be provided.

14. <u>Notices</u>

All notices, demands and other communications required or permitted hereunder or in connection herewith shall be in writing and shall be deemed to have been duly given if delivered (including by receipt verified electronic transmission) or five (5) business days after mailed in the Continental United States by first class mail, postage prepaid, to a Party at the following address, or to such other address as such Party may hereafter specify by notice:

<u>If to MCCi</u>	If to Client:
MCCi, LLC	County of Prince Edward
3717 Apalachee Parkway, Suite 201	111 N. South Street, 3rd Floor
Tallahassee, FL 32311	Farmville, VA 23901
Attn: Legal Department	Attn: Terri Atkins
Email: legal@mccinnovations.com	

15. <u>Miscellaneous</u>

(a) 3rd Party EULA Provisions.

Client acknowledges that they are responsible for adhering to any third-party End User License Agreements, acceptable use policies and/or terms and conditions or similar requirements (**"EULA"**), whether supplied by MCCi as a convenience or not, for any products procured on behalf of Client by MCCi.

(b) Use of Open-Source Code.

Except as disclosed in the Order, MCCi does not distribute nor otherwise use any open source or similar software in a manner that would obligate MCCi to disclose, license, make available or distribute any of its material proprietary source code as a condition of such use. For purposes of this Agreement, **"Open Source**" shall mean any software or other Intellectual Property that is distributed or made available as "open source software" or "free software" or is otherwise publicly distributed or made generally available in source code or equivalent form under terms that permit modification and redistribution of such software or Intellectual Property. Open -Source Materials includes, but may not be limited to, software that is licensed under the GNU General Public License, GNU Lesser General Public License, Mozilla License, Common Public License, Apache License or BSD License, as well as all other similar "public" licenses.

(c) Client Software Customizations.

Client may choose to customize their software internally without MCCi's help. MCCi is not responsible for any damages caused by Client's customization of the software. MCCi will not be held responsible for correcting any problems that may occur from these customizations.

(d) MCCi Software Configuration Services.

Client may elect to contract with MCCi to configure Client's software. In these situations, Client acknowledges they are responsible for testing all software configurations and as such, waives any and all liability to MCCi for any damages that could be related to these software configurations.

(a) Compliance with Laws.

To the extent applicable to the Parties each Party shall comply with and give all notices required by all applicable federal, state, and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on use of the Services, Deliverables and/or software and the performance of this Agreement.

(b) Equal Opportunity.

To the extent applicable to the Parties each shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin.

(C) Excluded Parties List.

To the extent required by law and applicable to Client, MCCi agrees to promptly report to Client if an employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

(e) Force Majeure.

If either of the Parties hereto are delayed or prevented from fulfilling any of its obligations under this Agreement by force majeure, said Parties shall not be liable under this Agreement for said delay or failure. "**Force Majeure**" means any cause beyond the reasonable control of a Party including, but not limited to, an act of God, an act or omission of civil or military authorities of a state or nation, epidemic, pandemic, fire, strike, flood, riot, war, delay of transportation, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

(f) Audit Rights.

With reasonable notice and at a convenient location, Client will have the right to audit MCCi's records to verify the accuracy of invoicing to Client.

In addition, should any of Client's regulators legally require access to audit the Services, MCCi will, to the extent legally required by such regulators, provide access for the same. All results of such audits shall be MCCi Confidential Information.

Client shall bear all costs associated with audits.

(g) Assignment.

Neither Party may assign or otherwise transfer any of its rights, duties or obligations under this Agreement without the prior written consent of the other Party. Either Party, however, without any requirement for prior consent by the other, may assign this Agreement and its rights hereunder to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets or business of such Party, if the succeeding entity agrees in writing to assume and be bound by all of the obligations of such Party under this Agreement. This Agreement shall be binding upon and accrue to the benefit of the Parties hereto and their respective successors and permitted assignees.

(h) Modification.

This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both Parties.

(i) Provisions Severable.

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

(j) Dispute Resolution.

Should a dispute arise between MCCi and Client involving their respective responsibilities, limitations or the working relations between the Parties under this Agreement or any Order, then the Parties will make reasonable efforts to amicably resolve the dispute. Prior to entering arbitration as set forth below, the Parties agree that any dispute will initially be referred to their senior management for resolution within ten (10) business days of receipt of notice specifying and asking for the intervention of the Parties' superiors. If the dispute is still unresolved after such ten (10) business day period, the Parties agree, at the written request of either Party, to submit the dispute to a single arbitrator for resolution by binding arbitration under the rules of the American Arbitration Association, and that any award of the arbitrator shall be enforceable under any court having jurisdiction thereof. In any such action, the Parties will bear their own costs and will share equally in the costs and fees assessed by the American Arbitration Association for its services.

(k) Interpretation.

The descriptive headings of this Agreement and of any Order under this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement. As used herein, "include" and its derivatives (including, "e.g.") shall be deemed to mean "including but not limited to." Each Party acknowledges that this Agreement has been the subject of active and complete negotiations, and that this Agreement should not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisers participated in the preparation of this Agreement.

(l) Publicity.

MCCi may use the name of Client, the existence of this Agreement and the nature of the associated services provided herein for marketing purposes, except that such use shall not include any Client Confidential Information as defined in Section 8 of this Agreement.

(m) Entire Agreement.

This Agreement and all Order(s) attached hereto constitute the complete and exclusive statement of the agreement between the Parties and supersedes all proposals, oral or written, and all other prior or contemporaneous communications between the Parties relating to the subject matter herein.

(n) Counterparts.

This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the Parties with the same effect as if all the signatures were upon the same instrument. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

(o) Governing Law.

This Agreement, any claim dispute or controversy hereunder (a "Dispute") will be governed by (i) the laws of the State of Florida, or (ii) if Client is a city, county, municipality or other governmental entity, the law of state where Client is located, in all cases without regard to its conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any Dispute, each Party will bear its own attorneys' fees and costs and expressly waives any statutory right to attorneys' fees.

(p) Bench Trial.

The Parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with respect to any Dispute.

(q) No Class Actions.

NEITHER PARTY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST EACH OTHER, SUCH PARTY'S PROVIDERS, AND/OR CLIENTS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

(r) Limitation Period.

Neither Party shall be liable for any claim brought more than two (2) years after the cause of action for such claim first arose.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

MCCi MSA



Board of Supervisors Agenda Summary

Meeting Date:	November 9, 2021
Item #:	16
Department:	Board of Supervisors
Staff Contact:	Douglas P. Stanley
Agenda Item:	Prince Edward County Elementary School Renovation

SUMMARY:

The Prince Edward County Elementary School was constructed in several phases as the needs of the school community grew. There are seven sections of the elementary school, the first of which was constructed in school year (SY) 1969-1970. The building has been in continuous use since its construction and shows significant structural wear, in spite of consistent maintenance efforts. Thus, based on the age, condition, and functional inefficiencies of the elementary building, the School System is requesting a new elementary school building, or, at minimum, a significant renovation to the facility.

The elementary school is the center for early learning and houses over 800 students and 60 staff members and volunteers. It is the location for parent nights, celebrations, dances, professional development, parent/community resource centers, and many other activities which bring several communities together.

The buildings, though well maintained, continue to demonstrate wear from not only use but also weather. Ice, rain, and wind storms, and aging waterpipes have plagued the buildings for several years. Although roof areas have been patched and repaired, the roofing structures continue to deteriorate causing leaks, damaged tiles, and warped wall and floor tiles throughout the buildings. Without significant renovations and/or construction of a replacement building(s), the elementary school will not meet the public health and safety needs of our children and staff.

This project was included in the adopted FY 2022-2024 Capital Improvement Plan as the #2 project.

As discussed at the joint meeting with the School Board on September 29th, the County has requested that Delegate Edmunds carry a bill in the upcoming 2022 General Assembly session to add Prince Edward County added to the qualified list of counties that are allowed to collect up to 1% in additional sales tax revenue for the construction or renovation of schools within the locality. Delegate Edmunds office has confirmed that he will be filing the Bill. The Bill, if approved by the General Assembly, will allow the County to call for a referendum on the additional 1% sales tax on the November 2022 ballot. If approved by the voters, the Board would then pass an ordinance to put the tax in place. We would build the process of the design and construction of the project and borrowing of funds around the approval of the tax increase and availability of funds.

Motion	Booth	Gilliam	Townsend
Second	Cooper-Jones	Jones	Wilck
	Emert	Dride	



If/when the request is approved by the Board there are a number of steps that will need to be followed to put the County in a position to construct the project. These steps include:

Step #	Step	Timeframe	Responsible Party
1	Advertise RFP for Architectural Services	Winter	PECPS
	for renovations to PE Elementary School	2021/2022	
2	Move forward with design of repairs to	Spring/Summer	PECPS
	existing roof system – Possible use of	2022	
	leftover FY 2021 to fund repairs		
3	BOS Consider return of PECPS FY	Winter	PEBOS/Staff
	2021 Surplus to fund temporary repairs	2021/2022	
	and start of project design		
4	Award Design contract for renovations to	Spring/Summer	PECPS
	PE Elementary School	2022	
5	Determine method of financing and	Summer/Fall	PEBOS/Staff
	source of funds	2022	
6	Bid renovation project	Winter	PECPS
		2022/2023	
7	Sell bonds for project	Spring 2023	PEBOS/Staff
8	Award bid for renovation project	Spring 2023	PECPS
9	Complete project	Fall 2024	

The School Board has requested the return of unspent FY 2020-2021 funding. This request will be put before the Board of Supervisors upon completion and adoption of the FY 2020-2021 audit. There should be sufficient funding to 1) Fund temporary roof repairs at PEC Elementary School, 2) Fund CIP Project #8 PEC Middle School Track Renovation, and 3) Provide funding for a start on the PEC Elementary School renovation design project. The County could provide additional funding from fund balance to complete the design with such funding reimbursed from the bond issuance for the project.

ATTACHMENT:

PECPS Request, 2022-2024 CIP Sheets, Davenport Sales Tax Estimates, PECPS Leftover Funding Request

RECOMMENDATION:

At this point, I would request that the Board of Supervisors approve the request to move forward with Option #3 for a comprehensive renovation of the Prince Edward County Elementary School as identified by Moseley Architects in their presentation dated September 29th and authorize Prince Edward County Public Schools to move forward with the procurement of architectural services for the project and to make temporary repairs to the school's roofing system as identified by roofing consultant April McKelvey (estimated cost \$30,000 to \$50,000).

Motion	Booth	Gilliam	Townsend
Second	Cooper-Jones	Jones	Wilck
	Emert	Pride	





SAMPLE MOTION:

I move that the Board of Supervisors approve the request from the Prince Edward County Public Schools to move forward with Option #3 for a comprehensive renovation of the Prince Edward County Elementary School as identified by Moseley Architects in their presentation dated September 29th and authorize Prince Edward County Public Schools to move forward with the procurement of architectural services for the project and to make temporary repairs to the school's roofing system as identified by roofing consultant April McKelvey (estimated cost \$30,000 to \$50,000).

OR

I move that the Board of Supervisors approve the request from the Prince Edward County Public Schools to move forward with Option #2 for a targeted renovation of the Prince Edward County Elementary School as identified by Moseley Architects in their presentation dated September 29th and authorize Prince Edward County Public Schools to move forward with the procurement of architectural services for the project and to make temporary repairs to the school's roofing system as identified by roofing consultant April McKelvey (estimated cost \$30,000 to \$50,000).

OR

I move that the Board of Supervisors table the request for further discussion.

Please note that approval of either of the motions above does not authorize the Prince Edward County School Board to move forward with the procurement of architectural services or construction of the building. Final approval of the contract for architectural services and associated funding will still need to come back to the Board of Supervisors for funding authorization.

Motion	
Second	

Booth	
Cooper-Jones	
Emert	

Gilliam	
ones	
Pride	

Townsend_	
Wilck	

PRINCE EDWARD COUNTY PUBLIC SCHOOLS

School Board

October 25, 2021

Prince Edward County Mr. Doug Stanley, County Administrator P. O. Box 382 Farmville, VA 23901

Dear Mr. Stanley:

On behalf of the Prince Edward County Public School Board, I would like to extend our appreciation to you and the superintendent for coordinating and planning the joint board meeting (September 29, 2021) regarding the county's capital improvement plan, more specifically the Prince Edward County Elementary School (PECES) renovation/rebuild. The school board found the information presented by Mr. Halsey of Moseley Architects to be thoughtful, thorough, and with reasonable options.

Further, the school board listened to public comments regarding the elementary construction choices and discussed the potential plans during its October 6th business meeting. After much deliberation, the school board recommends Option #3 for consideration, which includes structural updates that address instructional needs and flexibility as well as general upgrades to include utility modernizations and improved safety.

Finally, if you have any questions regarding our recommendation prior to the Board of Supervisors' meeting on November 9, 2021, please do not hesitate to contact me or the superintendent. We look forward to attending your meeting and thank you, in advance, for your consideration of this request.

Respectfully submitted,

Mrs. Lucy{Carson Chairperson, School Board

pc: School Board Members

UNITED IN EXCELLENCE

35 Eagle Drive Farmville, VA 23901 | Telephone: 434-315-2150 | Fax: 434-392-1911

Prince Edward County

PRINCE EDWARD COUNTY FY 2022-2024 Capital Improvements Plan (CIP)

		EST	ESTIMATED COST	T		FROM DEBT	COUNTY	TOTAL PRO-
	2022	2023	2024	2025	2026	SERVICE	TION	JECT COST
PEAC - New Animal Shelter			1,500,000					\$1,500,000
PECPS - Elementary School – Ren- ovation/Replacement ¹	Ren-	34,000,000				11,706,681	34,000,000	\$45,255,164
PECA - VDOT Revenue Sharing Program	ng 75,000	100,000	125,000	150,000	150,000			\$600,000
PECPW - Compactor Replacement	nent		750,000					\$750,000
PECEM - Communications System Upgrade	stem	4,793,416				825,930	4,793,416	\$5,619,346
PECBG - Courthouse – Chiller Re- placement	: Re- 230,000							\$230,000
PECPW - Convenience Site Up-	- 75,000	75,000	75,000	75,000	75,000		375,000	\$375,000
PECPS - Middle School – Track Renovation	k 297,704						297,704	\$297,704
PECA - Courthouse Lawn	109,000							\$109,000
PECBG - Cannery – Boiler Repl ment	place-	60,000						\$60,000
PECPW – Skid Steer	70,000							\$70,000
PECBG - Courthouse – Telephone System Replacement	10ne 50,000							\$50,000
PECA - Document Management System	nt 80,000							\$80,000
PECR - Voting Machines		60,000			130,000			\$190,000
TOTALS (\$)	986,704	39,088,416	2,450,000	225,000	355,000	12,532,611	39,466,120	\$55,186,214

Department:			Project 7	Fitle:		
			Prince Edward County Elementary School – Renovation/Replacement			
Prior Approved Funding	Es 2022	stimated Exp 2023	penditures 2024	by Fiscal Ye 2025	ar 2026	Estimated Total Costs
		34,000,000				\$45,255,164

*Total project(s) cost is undetermined.

DESCRIPTION

The Prince Edward County Elementary School was constructed in several phases as the needs of the school community grew. There are seven sections of the elementary school, the first of which was constructed in school year (SY) 1969-1970. The building has been in continuous use since its construction and shows significant structural wear, in spite of consistent maintenance efforts. Thus, based on the age, condition, and functional inefficiencies of the elementary building, the School System is requesting a new elementary school building, or, at minimum, a significant renovation to the facility.

JUSTIFICATION

The elementary school is the center for early learning and houses over 800 students and 60 staff members and volunteers. It is the location for parent nights, celebrations, dances, professional development, parent/community resource centers, and many other activities which bring several communities together.

The buildings, though well maintained, continue to demonstrate wear from not only use but also weather. Ice, rain, and wind storms, and aging waterpipes have plagued the buildings for several years. Although roof areas have been patched and repaired, the roofing structures continue to deteriorate causing leaks, damaged tiles, and warped wall and floor times throughout the buildings. Without significant renovations and/or construction of a replacement building(s), the elementary school will not meet the public health and safety needs of our children and staff.

FUNDING SOURCES

Funding would be provided from the County's general fund. The County has started to put aside capital improvement funding and is looking to some additional funding sources including meals tax and a possible 1% additional local sales tax to generate additional revenue for the project.

OPERATING BUDGET IMPACT

There would be a reduced impact on the County's operating budget.

RELATIONSHIP TO COMPREHENSIVE PLAN

The Comprehensive Plan lists as an objective to: "Work cooperatively with the school board on planning the new location of any new public schools in the County."







Prince Edward County

September 2, 2021

DAVENPORT & COMPANY -

Kevenue and Projections/Hypothetical Borrowing	Hunothetical Rorrowing	
Historical Sales Tax Revenue and	1% Sales Tax Revenue	

						Averade	Growth 2%															Accumod 20/	Assumed 2 %	GLOWILI										
1% Sales Tax	Revenue	2,841,755	2,936,500	2,972,724	2,982,369	2,994,409	3,082,967	3,101,482	3,151,189	3,413,146	3,396,869	3,580,923	3,800,000*	3,876,000	3,953,520	4,032,590	4,113,242	4,195,507	4,279,417	4,365,006	4,452,306	4,541,352	4,632,179	4,724,822	4,819,319	4,915,705	5,014,019	5,114,300	5,216,586	5,320,917	5,427,336	5,535,882	5,646,600	5,759,532
7%	_	⇔																														1		
Year		2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042

- Borrowing Assumptions
- \$30,000,000 Borrowing
- 20 Year Term
- 4% Interest Rate

Fiscal Year	å	Debt Service	1% Sales Tax Revenue	Annual Excess	Cummulative Excess
2023	↔	2,225,000	\$ 3,953,520	\$ 1,728,520	\$ 1,728,520
2024		2,225,000	4,032,590	1,807,590	3,536,110
2025		2,225,000	4,113,242	1,888,242	5,424,352
2026		2,225,000	4,195,507	1,970,507	7,394,859
2027		2,225,000	4,279,417	2,054,417	9,449,276
2028		2,225,000	4,365,006	2,140,006	11,589,282
2029		2,225,000	4,452,306	2,227,306	13,816,588
2030		2,225,000	4,541,352	2,316,352	16,132,940
2031		2,225,000	4,632,179	2,407,179	18,540,119
2032		2,225,000	4,724,822	2,499,822	21,039,941
2033		2,225,000	4,819,319	2,594,319	23,634,260
2034		2,225,000	4,915,705	2,690,705	26,324,965
2035		2,225,000	5,014,019	2,789,019	29,113,984
2036		2,225,000	5,114,300	2,889,300	32,003,284
2037		2,225,000	5,216,586	2,991,586	34,994,870
2038		2,225,000	5,320,917	3,095,917	38,090,787
2039		2,225,000	5,427,336	3,202,336	41,293,123
2040		2,225,000	5,535,882	3,310,882	44,604,005
2041		2,225,000	5,646,600	3,421,600	48,025,605
2042		2,225,000	5,759,532	3,534,532	51,560,137
2043		2,225,000	5,874,723	3,649,723	55,209,860



	Municipal Advisor Disclaimer
	The U.S. Securities and Exchange Commission (the "SEC") has clarified that a broker, dealer or municipal securities dealer engaging in municipal advisory activities outside the scope of underwriting a particular issuance of municipal securities should be subject to municipal advisor registration. Davenport & Company LLC ("Davenport") has registered as a municipal advisor with the SEC. As a registered municipal advisor tay provide advice to a municipal entity or obligated person. An obligated person is an entity other than a municipal entity, such as a not for profit corporation, that has commenced an application or negotiation with an entity to issue municipal securities on its behalf and for which it will provide support. If and when an issuer engages Davenport to provide financial advisory or consultant services with respect to the issuance of municipal securities, Davenport is obligated to evidence such a financial advisory relationship with a written agreement.
	When acting as a registered municipal advisor Davenport is a fiduciary required by federal law to act in the best interest of a municipal entity without regard to its own financial or other interests. Davenport is not a fiduciary when it acts as a registered investment advisor, when advising an obligated person, or when acting as an underwriter, though it is required to deal fairly with such persons.
	This material was prepared by public finance, or other non-research personnel of Davenport. This material was not produced by a research analyst, although it may refer to a Davenport research analyst or research report. Unless otherwise indicated, these views (if any) are the author's and may differ from those of the Davenport fixed income or research department or others in the firm. Davenport may perform or seek to perform financial advisory services for the issuers of the securities and instruments mentioned herein.
168	This material has been prepared for information purposes only and is not a solicitation of any offer to buy or sell any security/instrument or to participate in any trading strategy. Any such offer would be made only after a prospective participant had completed its own independent investigation of the securities, instruments or transactions and received all information it required to make its own investment decision, including, where applicable, a review of any offering circular or memorandum describing such security or instrument. That information would contain material information not contained herein and to which prospective participants are referred. This material is based on public information as of the specified date, and may be stale thereafter. We have no obligation to tell you when information herein may change. We make no representation or warranty with respect to the completeness of this material. Davenport has no obligation to continue to publish information on the securities/instruments mentioned herein. Recipients are reformed to comply with any legal or contractual restrictions on their purchase, holding, sale, exercise of rights or performance of obligations under any securities/instruments transaction.
	The securities/instruments discussed in this material may not be suitable for all investors or issuers. Recipients should seek independent financial advice prior to making any investment decision based on this material. This material does not provide individually tailored investment advice or offer tax, regulatory, accounting or legal advice. Prior to entering into any proposed transaction, recipients should determine, in consultation with their own investment, legal, tax, regulatory and accounting advisors, the economic risks and merits, as well as the legal, tax, regulatory and accounting consider transaction.
	The value of and income from investments and the cost of borrowing may vary because of changes in interest rates, foreign exchange rates, default rates, prepayment rates, securities/instruments prices, market indexes, operational or financial conditions or companies or other factors. There may be time limitations on the exercise of options or other rights in securities/instruments transactions. Past performance is not necessarily a guide to future performance and estimates of future performance are based on assumptions that may not be realized. Actual events may differ from those assumed and changes to any assumptions may have a material impact on any projections or estimates. Other events not taken into account may occur and may significantly affect the projections or estimates. Certain assumptions may have been made for modeling purposes or to simplify the presentation and/or calculation of any projections or estimates, and Davenport does not represent that any such assumptions will reflect actual future events. Accordingly, there can be no assurance that estimated returns or projections will be realized or that actual returns or performance results will not materially differ from those estimated herein. This material may not be sold or redistributed without the prior written consent of Davenport.
	01.13.14 JC JS
	DAVENPORT & COMPANY
	September 2, 2021 Prince Edward County 2

Next Steps | Budget Considerations

Option 1: Replace Existing Roof on All Flat Areas. Remove roofing Option 3: Comprehensive Renovation to Prince Edward Elementary including ballast, insulation, and substrate down to suitable deck. Schools (approx. 120,000sf) 76,380sf | Assumes replacement of membrane roofing systems. 120,000sf | Assumes a mix of 40% Light Renovation, 30% Medium Sloping shingled roofs will remain. Renovation, 30% Heavy Renovation Roof Replacement cost: \$1,680,360 **Building Construction** Project Costs: \$336,000 Light Renovation: \$7,200,000 Total Project Cost: \$2,016,360 Medium Renovation: \$6,300,000 Heavy Renovation: \$7,200,000 Sitework: \$2,000,000 Total Construction: \$22,700,000 Project Costs: \$5,675,000 Total Project Cost: \$28,375,000 Option 2: Targeted Renovation to Prince Edward Elementary Schools (approx. 120,000sf) Site

120,000sf | Assumes all Light Renovation (roof, windows, lighting, HVAC, finishes)

Building Construction Light Renovation: Sitework: Total Construction: Project Costs: Total Project Cost:

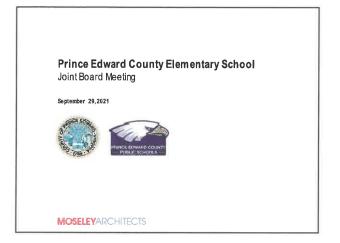
\$18,000,000 \$950,000 \$18,950,000 \$4,737,500 \$23,687,500

Option 4: Replacement of Prince Edward Elementary School on Same

850 Students | 98,500sf | 16 acres

Demolition of existing school:	\$960,000
New Construction:	\$27,087,500
Sitework:	\$3,200,000
Total Construction:	\$31,247,500
Project Costs:	\$7,811,875
Total Project Cost:	\$39,059,375
Note: No off-site utility or road	costs are included in the above.

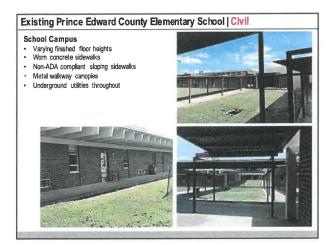
All estimated construction costs are in January 2022 dollars. For future budget planning purposes, we recommend an annual inflation rate of 6%.



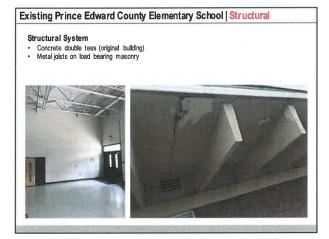
Agenda

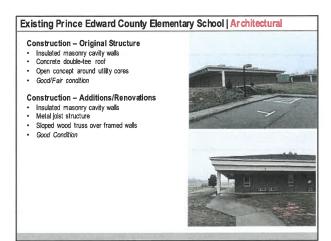
- Review of existing Prince Edward County Elementary School
- Next Steps
- Design Considerations
- Questions

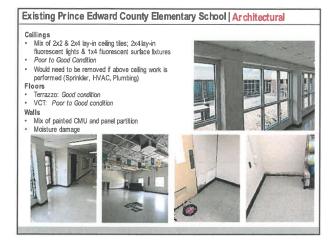
Existing Prince Edward County Elementary School Civil Parking Lots Limited parking availability. Shared with athletics Smal parent drop-off lanes No turning lanes off of Zion Hill Rd. General wear and tear throughout Parking lots: Fair Condition Playground Facilities 3 Playgrounds. Track integrated with playground. 1 Blacktop Nearby HS Athletic Fields



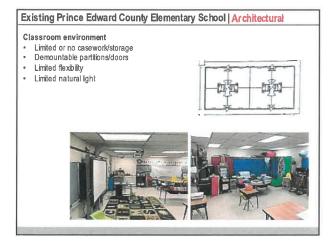
	_
	_







Existing Prince Edward County Elementary School Architectural Dors • Fair Condition • New doors would need to be Fire Rated with closers to comply with Code requirements (unless sprinkler system is installed) Restrooms • Outdated fixtures • Outdated fixtures • Outdated cultural compliance / ADA compliance • Outdated cultural compliance / ADA compliance



Existing Prince Edward County Elementary School | Roofing

Condition

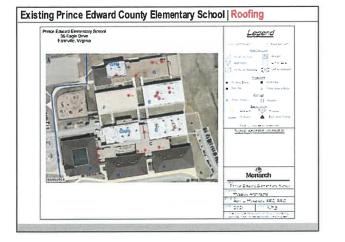
- Multiple roofing systems Multiple roof leaks .
- .
- Leaking causing damage to interior environment
- Leaking causing damage to structural and site elements



-ADDITIONAL RESTROOMS

ADDITIONAL CONSTRUCTION Pictured above: Ballasted Membrane Roof in Red. Membrane roof (coated) in Blue. Sloped roof in Green. Modified bitumen roof in yellow. Shaded areas indicate existing concrete double tee structure. Building designations indicated in red.







Existing Prince Edward County Elementary School | Roofing

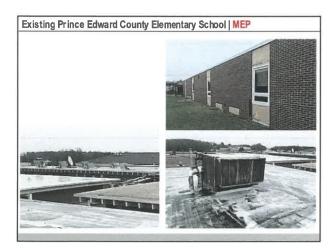
Short Term Approach

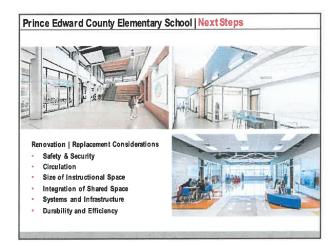
- · Identify most problematic leak areas
- Engage qualified roof company for leak repair and continued engagement and repair support
- Perform infrared survey to identify areas of wet insulation and persistent water infitration

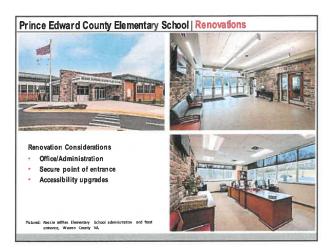
Range of costto address immediate needs: \$30,000 - \$50,000

Existing Prince Edward County Elementary School | MEP

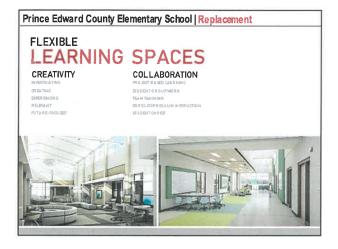
- Below grade plumbing (Sanitary, Storm, and domestic)
 Roof drain issues with these leaking.
- Building has two electrical services; one has been replaced recently and other is original.
- About 50% of the package RTU's have been replaced over past 5 years, but others are older and will need replacement soon
- Perimeter dassroom include PTAC units, which result in poor indoor air quality, especially high humidity.
- Some other perimeter classrooms use old unit ventilators with hot water
- heat and DX cooling, these are very old and not reliable and need replacing.
 Small air-cooled chiller was replaced recently, this serves the main entrance/ admin section and some of the interior classrooms. These units have old pneumatic controls, which needs upgrading throughout.
- Two separate boiler plants with two separate below grade fuel oil tanks. Boilers are older and near end of their normal service life.

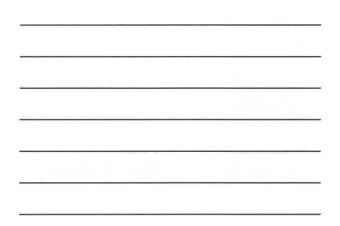


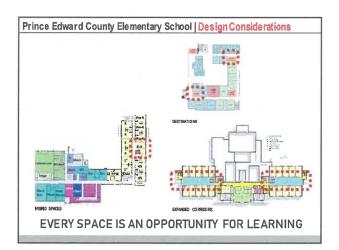


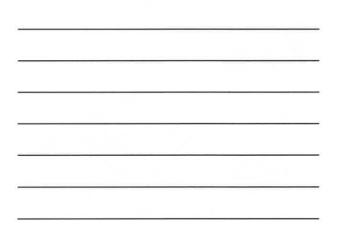


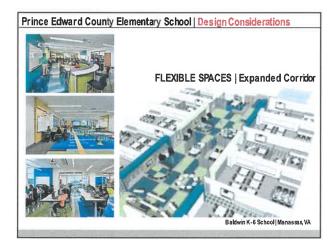




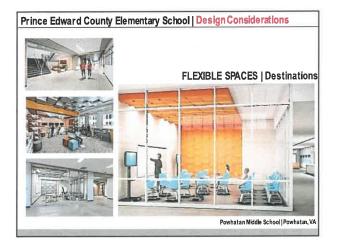


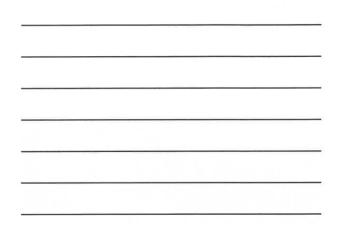


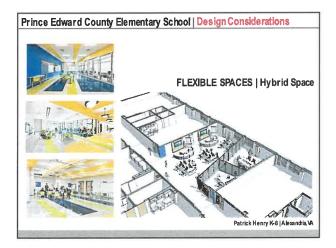














Challenges

- Civil
- Grade changes & accessibility
 Underground utilities

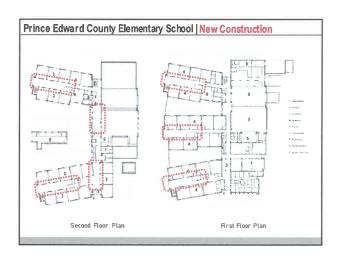
- Stru ctu ral
- · Limited design flexibility with load bearing walls and concrete double tees.
- Architectural
- Campus school security
 Modern "right sized" classrooms to support 2^{pt} century curriculum
- · Class restrooms & support spaces
- Roof replacement

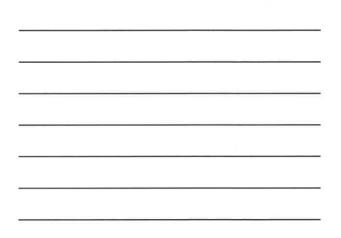
MEP

- · Building never intended to facilitate modern HVAC. (Campus layout, low structural heights
- do not facilitate VAV with chilled water/hot water systems similar to High School) Underground utilities challenge phasing & construction. Infrastructure upgrades to support 2^{pt} century curriculum



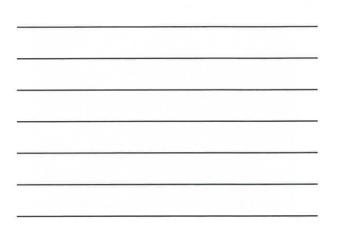


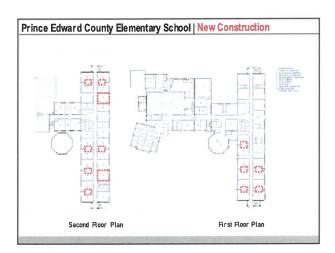


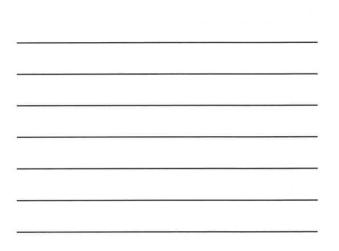


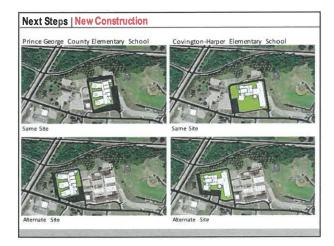






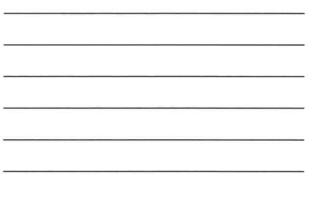








	g Roof on All Flat Areas. Remove roofing n, and substrate down to suitable deck. cement of membrane moting systems. I remain.	Schools (approx. 120,000sf)	novation to Prince Edward Elementary 40% Light Renovation, 30% Medium ation
Roof Replacement cost: Project Costs: Total Project Cost:	\$1,680,360 \$336,000 \$2,016,360	Building Construction Light Renovation: Medium Renovation: Heavy Renovation: Sitework: Total Construction: Project Costs: Total Project Cost:	\$7,200,000 \$7,200,000 \$7,200,000 \$2,200,000 \$22,700,000 \$22,750,000 \$35,675,000
(approx. 128,000sl)	ration to Prince Edward Elementary Schools ight Renovation (roof, windows, lighting,	Sile 850 Students 98,500sf 16	
Building Construction		Demolition of existing school: New Construction:	\$27,087,500
Light Renovation: Sitework: Total Construction: Project Costs: Total Project Cost:	\$18,000,000 \$950,000 \$18,950,000 \$4,737,500 \$23,687,500	Sitework: Total Construction: Project Costs: Total Project Cost: Note: No off-site ublity or road	\$3,200,000 \$31,247,500 \$7,811,875 \$39,059,375 \$ costs are included in the above.
			erts are in lanuary 2022 dollars. For future recommend an annual inflation rate of

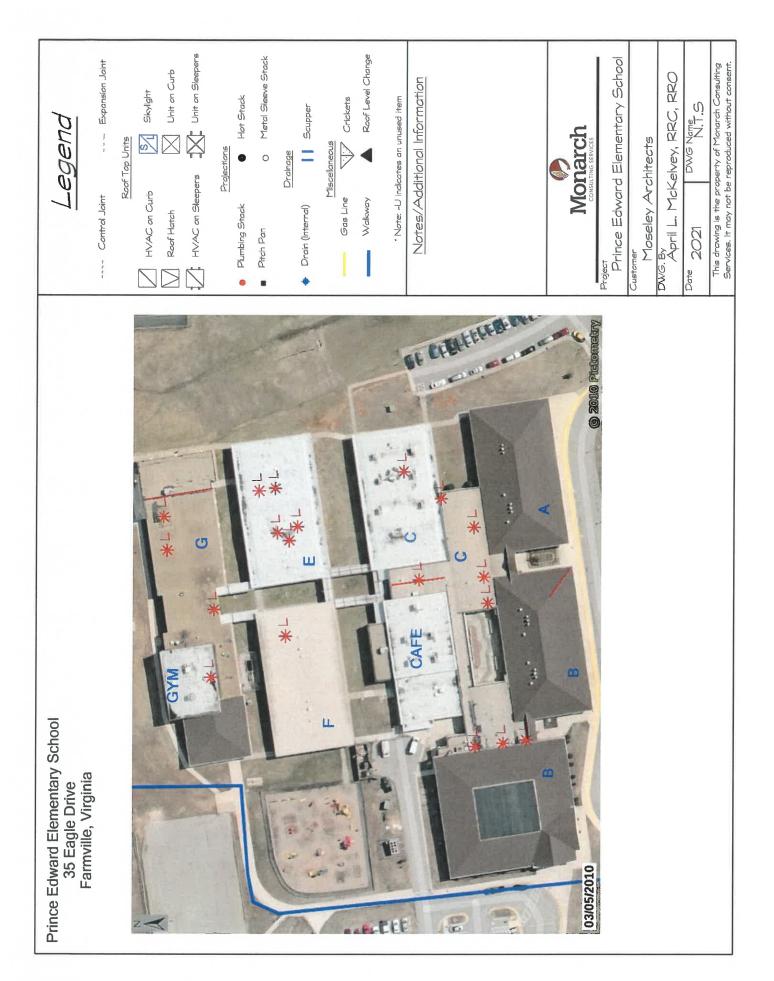


Questions

Prince Edward Elementary School

T 1 T .4
Leak Locations:
1. B20 Hallway
a. Target patch, approximately 730 ft2 & 65' of flashing
2. A10
a. Leak investigation
3. C2
a. Leak investigation
4. Library
a. Leak investigation b. Desimptor flocking failed approximately 450?
b. Perimeter flashing failed, approximately 450'5. C Hallway
a. Leak investigation
6. E2/E6/E7
a. Field seams at ridge failed, approximately 100' of seam repair
7. F5
a. Leak investigation
8. G Lobby
a. Perimeter edge metal and flashing failed, approximately 40'
9. G3/G4
a. Expansion joint failed, pinholes around roof drain
10. Gym
Budgets:
B20 Hallway\$9,000
Library\$11,000
E2/E6/E7\$2,500
G Lobby\$1,200
G3/G4\$4,500
Total\$28,000
Replacement Costs:
B Building (Infill) \$ 320,000

B Building (Infill)	\$ 320,000	
Cafeteria	\$ 216,250	
C Building (Library)	\$ 294,500	
E Building	\$ 315,000	
F Building	\$ 315,000	
G Building	\$ 500,000	
Total	\$ 1,960,750	



Existing Prince Edward County Elementary School | Roofing

Short Term Approach

- Identify most problematic leak areas
- Engage qualified roof company for leak repair and continued engagement and repair support
- Perform infrared survey to identify areas of wet insulation and persistent water infiltration

Range of cost to address immediate needs: \$30,000 - \$50,000

PRINCE EDWARD COUNTY **PUBLIC SCHOOLS**

Barbara A. Johnson, Ed. D

Superintendent

June 23, 2021

Prince Edward County Mr. Doug Stanley, County Administrator P. O. Box 382 Farmville, VA 23901

Dear Mr. Stanley:

The Prince Edward County School Board respectfully requests that any unspent budgetary audited local operating funds/revenues from the FY2020-2021 school year be converted into a separate Capital Improvement Plan fund for the FY2021-2022 budget. Being fiscally responsible and good stewards of the school division's funds, the Board was unable to spend the entire appropriation due to COVID restrictions and the timing of completion of capital improvement projects. Upon completion of the FY2020-2021 final audit, the School Board is asking the Board of Supervisors to appropriate any local operating unspent funds/revenues into the division's FY2021-2022 budget under a Capital Improvement Plan Category. Once approved, the division will begin capital improvement projects that are needed.

Thank you for your consideration of this request.

Respectfully submitted,

Parbara a Johnson

Superintendent

BAJ/vmj

pc: School Board Members

Mrs. Lucy Carson Chairperson, School Board

UNITED IN EXCELLENCE

35 Eagle Drive Farmville, VA 23901 | Telephone: 434-315-2150 | Fax: 434-392-1911



Meeting Date:	November 9, 2021
Item #:	17
Department:	Human Resources
Staff Contact:	Cheryl Stimpson
Agenda Item:	Flexible Spending Accounts

SUMMARY:

Flexible Spending Accounts allow employees to make pre-tax contributions to a debit card that provides employees a method to pay co-payments, medication costs, and other costs not covered by their health insurance plan, which keeps their healthcare costs manageable. Employees can also utilize the debit card to pay for child care services. The benefit to both the employee and Prince Edward County is that the Flexible Spending Account can save on FICA/Medicare taxes; 7.65% for each dollar the employee elects to contribute to their Flexible Spending Account. The initial set up fee is \$200.00, with a fee of \$4.75 per month per employee that participates, which would be approximately \$99.75 with 21 participants, although this amount will be offset by the savings in FICA/Medicare taxes.

ATTACHMENT:

McGriff Employee Benefit Solutions Flexible Spending Account Proposal.

SAMPLE MOTIONS:

I move that the Board of Supervisors approve the option of a Flexible Spending Account be made available to all eligible employees.

I move that the Board of Supervisors not approve the option of a Flexible Spending Account be made available to all eligible employees.

Motion	Booth	Gilliam	Townsend
Second	Cooper-Jones	Jones	Wilck
	Emert	Pride	

Flexible Spending Account Proposal

County of Prince Edward, Virginia September 30, 2021



McGriff Flexible Benefit Services

Employees are using Consumer Driven Accounts, such as Flexible Spending Accounts and Health Savings Accounts to keep their healthcare costs manageable. Employers also save FICA/Medicare taxes, 7.65% for each dollar the employee elects to contribute to the Flexible Spending Account or Health Savings Account.

With more than 33 years of Flexible Benefit Administration experience and over a decade of SOC 1, Type 2 certification, we offer solutions for your employees. McGriff invests in technology and our people to provide participants the best experience. We use the industry-leading WEX Health Cloud platform to provide a complete, cloud-based platform. Mobile and web functionality provide authenticated users with secure access to accounts.

McGriff offers:

- Flexible Spending Accounts
- Health Savings Accounts
- Health Reimbursement Arrangements
- Transit/Parking Accounts
- COBRA Administration
- Compliance Services

Flexible Spending Account Services Product Features



Client Administration Team

- Specialized, dedicated Account Manager for implementation and continuous administration services
- Compliance support including Plan Document and Summary
 Plan Description and Annual Non-Discrimination Testing
- Representation for on-site enrollment meetings and/or webinars
- 98% client retention rate



Participant Customer Care Team

- Highly trained and specialized staff available M-F, 8:00 a.m. to 8:00 p.m. ET
- Toll-Free Customer Service
- Located in Greenville, SC
- Team averages ten+ years of Flexible Benefit experience



Our People

Our Team members hold industry related certifications from Employers Council on Flexible Compensation (ECFC)



Mobile App

- All plans, FSA, HSA, HRA and TSA, available for view
- Available for iPhone and Android users, phone or tablet
- View account activity and balance information for all plans
- · File claims and upload receipts using the mobile device camera
- Use Eligible Expense scanner to scan item barcode to determine if an eligible item for FSA and HSA
- Report lost or stolen debit card



Debit Card

- FSA, HSA, TSA Accounts are stacked on one debit card
- Two cards issued per participant (additional cards are available)



Account Portal

- 24/7/365 access to account information via www.mcgriffinsurance.com/flex
- Tools and support for helpful information
- View FSA, HRA and TSA information including balance, claim history and disbursements
- Participant access to file claims and set-up direct deposit
- Client access to view and print reports
- Client access to update employee information
- Let's Chat Personal Assistant

Flexible Spending Account Services

FSA Bundled Services Include:

- Plan design
- Fully compliant Plan Document and Summary Plan Description
- Data file transfer to secure FTP site
- Weekly claim processing
- No cost electronic draft from plan sponsor or wire to McGriff each payroll
- Standard reporting each processing cycle
- Electronic enrollment materials including enrollment form, education materials, welcome packet with FAQs, privacy notice, and website login info
- Spanish materials and support available
- Portal access for plan sponsors and participants
- Integration with HSA, HRA and TSA, stackable debit card
- Carryover or 2 ½ month grace period is available
- Customer Care Team available M-F, 8 am -8 pm ET, located in Greenville, S.C.
- Let's Chat Virtual Assistant available 24/7/365

Mobile App

- Available for Apple and Android users
- Easily and securely access FSA information
- Check balances, file claims and upload receipts on the go
- View account activity and receive alerts by text messages

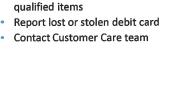
Debit Card

- Each FSA or Limited Purpose FSA participant receives two FSA Benefit Access Debit Cards
- FSA election is preloaded for quick access to funds, prepaid debit card
- Additional cards or replacement cards \$5.00 fee
- IRS requires substantiation of debit card transactions. Substantiation experience with McGriff Flexible Benefit Services:

McGriff Flexible Benefit Services			
Service Type	Match Process	McGriff Avg.	Industry Avg.
Pharmacy	Total pharmacy match	99%	99%
Medical	Total medical match	80%	58%
Dental	Total dental match	30%	21%
Vision	Total vision match	49%	35%
Overall		85%	73%

Portal Access

- Participants have access to:
 - 24/7/365 access to account information
 - Examine claims history
 - Enter claim online
 - View FSA enrollment/status information
 - View plan details
 - Send and receive email communications
 - Let's Chat Virtual Assistant feature to answer questions in real time
- Plan Sponsors will have Portal access to:
 - View participant account information including balance, claim history and disbursements
 - View and print reports online enrollment
 - Change employee addresses



MFGriff

Use the Eligible Expense Scanner to determine

VISA



Flexible Spending Account Services Fee Structure – Proprietary and Confidential

SET-UP FEE	
Includes: • Plan design assistance • Plan document and Summary Plan Description (SPD) creation • Dedicated Account Manager • Standard MEBS electronic enrollment materials • Set up within MEBS administration system • Enrollment spreadsheet provided • Data File Transfer • Electronic Funding Options	\$200.00
Client reporting Includes:	
 Weekly payment processing for Health Care and Dependent Care administration 24/7 Account access via Web or Mobile App Toll-free Customer Care available M-F, 8:00 am – 8:00 pm ET E-mail notification for claims and payment status Online claim submission at www.mcgriffinsurance.com/flex or through 	Monthly Per-Participant Fee \$4.75 If participation falls below 21 participants,
 Online train submission at <u>www.incgimmsubalce.com/mex</u> of through the Mobile App (2) McGriff Insurance Benefit Access Cards issued in Employee's name Participant access to Web Portal Monthly email notification of statement availability 	a \$100.00 monthly minimum will apply,

OPTIONAL COMPLIANCE FEES	
Perform non-discrimination testing for dependent care and healthcare FSA plan	\$200.00
IRS Filing Form 5500 (if necessary) for health care FSA	\$200.00
New Plan Document Creation or Requested Plan Change Amendment	\$200.00



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Board of Supervisors Agenda Summary

Meeting Date:	November 9, 2021
Item #:	18
Department:	Emergency Management
Staff Contact:	Trey Pyle/Sarah Elam Puckett
Agenda Item:	Emergency Management Update

Summary: The monthly Emergency Management update will be distributed and discussed at the Board meeting.

COST:

ATTACHMENT:

RECOMMENDATION:

SAMPLE MOTION:

Motion ______ Second ______

Booth _____ Cooper-Jones _____ Emert _____

Gilliam	
Jones	
Pride	

Townsend ______ Wilck _____

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Board of Supervisors Agenda Summary

Meeting Date:	November 9, 2021
Item #:	19
Department:	County Attorney
Staff Contact:	Terri Atkins Wilson, Esq.
Agenda Item:	County Attorney Update

Summary: The County Attorney will provide the Board an update on any outstanding legal issues.

COST:

ATTACHMENT:

RECOMMENDATION:

SAMPLE MOTION:

Motion _____ Second _____ Booth _____ Cooper-Jones _____ Emert _____ Gilliam _____ Jones _____ Pride _____ Townsend ______ Wilck _____

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Meeting Date:	November 9, 2021
Item No.:	20
Department:	County Administration
Staff Contact:	Douglas Stanley, ACIP ICMA-CM County Administrator
Issue:	County Administrator's Report

SUMMARY: The County Administrator will provide the Board an update on any additional matters or concerns of the County.

ATTACHMENTS:

COST:

RECOMMENDATION:

SUGGESTED MOTION:

Motion _____ Second _____ Booth _____ Cooper-Jones _____ Emert _____ Gilliam _____ Jones _____ Pride _____ Townsend ______ Wilck _____

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Board of Supervisors Agenda Summary

November 9, 2021
21
County Administration
Douglas P. Stanley
Sandy River Update

SUMMARY: In September of 2020, the Board approved the engagement of Timmons Group to assist the County with the submission of an application to DEQ for the renewal of the County's Intake Permit for Sandy River Reservoir. At that time Timmons informed the Board that the cost of the permit process could be as much as \$250,000, pending no additional major studies were required other than what goes in the application.

Timmons has been working with the County through a "phased" scope of services agreement. Scope of Services #1 was approved by the Board in September 2020 for up to \$75,000. Scope of Services #2 was approved in January 2021 for an additional \$100,000.

Timmons submitted the joint permit application to DEQ in September and has now reached the approved budget limit for Scope #2. We anticipate getting feedback on the permit submission from both state and federal review agencies, which will require additional assistance from Timmons. Attached for the Board's consideration is the proposed time and material Scope #3 for responding to any particular requests from these agencies.

Timmons will be present at the November 9, 2021 Board meeting to provide an update on the permit application process and can provide answers any questions the Board they might have about the attached scope of services. Funding for this project is included in the FY 22 Budget, so no additional appropriation is needed.

Attachment: Timmons Scope of Work & Fee Proposal #3

Recommendation: Approve Scope #3 Additional Services with Timmons Group and authorize the County Administrator to execute the agreement.

Motion	Booth
Second	Cooper-Jones
	Emert

Gilliam	
Jones	
Pride	

Townsend ______ Wilck _____



October 29, 2021

Mr. Douglas P. Stanley County Administrator County of Prince Edward PO Box 382 111 South Street, 3rd Floor Farmville, VA 23901

RE: Sandy River Reservoir Permit Renewal – Additional Services (Scope #3) Prince Edward County, VA

Dear Mr. Stanley & Ms. Puckett:

As requested by the Prince Edward Board of Supervisors, we are pleased to offer the following additional *scope & fee proposal* for the submission of the Sandy River Reservoir renewal permit application that was submitted on September 3, 2021.

Under this Agreement, Timmons Group will provide professional services for the Virginia Water Protection (VWP) Individual Permit renewal application at the Sandy River Reservoir in Prince Edward County, Virginia.

PROJECT BACKGROUND, UNDERSTANDING AND APPROACH

On September 3, 2021 Timmons Group submitted the permit renewal application and supporting documentation for the renewal of the VWP Individual Permit #05-1464 that was issued on September 7, 2006. This permit renewal will enable the County to construct and operate a water supply system that will provide a safe, reliable, and economically viable supply of water to County residents and support Economic Development.

The County can expect to begin to receive comments, questions, and requests for clarifications from the review Agencies in the coming months. In order to address the comments generated and keep the permit renewal process moving forward, Timmons Group proposes to perform the following additional services as part of the water withdrawal permit renewal application. This work is to be performed on an as-needed basis as comments arise and is in addition to the September 2020 and January 2021 scope and fee proposals.

I. SCOPE OF SERVICES

Post-Application Submittal Tasks

Task 5: Review & Response Period (Time & Materials)

The JPA is currently being reviewed by a number of State and Federal Agencies including, but not limited to:

- Department of Environmental Quality (DEQ)
- Virginia Marine Resources Commission (VMRC)
- U.S. Army Corps of Engineers (COE)
- Virginia Department of Health Office of Drinking Water (VDH)
- Fish and Wildlife Services (FWS)
- Department of Game and Inland Fisheries (DGIF)
- Virginia Department of Historic Resources (VDHR)

Timmons Group will address the comments generated by these agencies to obtain the necessary approvals and obtain permits with VMRC, COE, DEQ, as appropriate. This work will be completed on a time & materials basis in accordance with our attached Timmons Group 2021 Billing Rates schedule (Exhibit A).

II. PROPOSED FEE STRUCTURE

We propose to perform this work consistent with the fee schedule below. Invoices will be prepared on a monthly basis based upon work completed. Invoices will include a narrative outlining the work completed during the previous month and identify any necessary action items required on behalf of the County.

Post-Application Submittal Tasks – Time & Materials in accora	ance with Exhibit A
Task 5 – Review & Response Period	\$75,000
T&M Total	\$75,000

The above listed fees for time & materials tasks are based on the scope of services presented in this proposal and are budget estimates. Should the scope of services expand or substantially vary in such a way that scope and effort required increases, Timmons Group may request an additional fee for the increase in scope.

With the approval of this proposal, total approved project budget to date is as follows.

September 2020 Approved Budget	\$ 75,000
January 2021 Approved Budget	\$100,000
November 2021 Proposed Budget	\$ 75,000
Total Project Budget To Date (as of this proposal)	\$250,000

Prince Edward – Sandy River Reservoir Permit Renewal Page 3 of 6

III. ASSUMPTIONS AND CLARIFICATIONS

Timmons Group provides the following assumptions and clarifications in regard to the Scope of Services.

- The County will pay for all fees related to permitting, including the \$25,000 application fee to DEQ for the VWP Permit application.
- Additional studies under Task 6, Additional Environmental Services, of the original September 29, 2020 proposal may still be required, depending on comments generated by the Agencies.

IV. ANTICIPATED SCHEDULE

Regulatory Reviews: Timmons Group has recently experienced delays in review time by DEQ for other VWP renewal applications and cannot be responsible for these delays in acquiring a new permit for Prince Edward County. We will endeavor to work with the regulatory agencies in an expeditious manner and consistent with statutorily required response times.

Thank you for allowing Timmons Group the opportunity to provide you with this proposal. We look forward to the opportunity of working with you to deliver this critical permit for the County. Should you have any questions or need any additional information, please don't hesitate to call.

Respectfully submitted,

Joyetto

Joseph C. Hines, PE, MBA Senior Principal - Principal in Charge

Matt Miller

Matthew Miller, PE, M Eng, ENV SP Sr. Project Manager

Accepted by: Prince Edward County, VA

Name

Title

Maurdus

David J. Saunders, PE, DBIA

Senior Principal – Utilities

Signature

Date

Exhibit A

Prince Edward	County - Sandy Rive	r Reservoir Permit Renewal	
TEAM MEMBER	Hourly Rate	TEAM MEMBER	Hourly Rate
Engineering		Environmental	
Engineer Technician	\$80.00	Environmental Technician	\$70.00
Construction Administrator	\$85.00	Environmental Scientist	\$90.00
Project Engineer I	\$90.00	Environmental Scientist II	\$100.00
Project Engineer II / Designer	\$100.00	Sr. Environmental Scientist	\$110.00
Project Engineer III / Sr. Designer	\$110.00	Environmental Project Manager	\$145.00
Project Manager / Sr. Project Engineer	\$145.00		
Sr. Project Manager	\$180.00	Survey	
Principal	\$225.00	Survey Technician	\$85.00
Senior Principal	\$275.00	Sr. Survey Technician	\$95.00
		Survey Project Manager	\$110.00
Construction Services		Licensed Land Surveyor	\$145.00
Laboratory Manager	\$80.00	1 Man Crew w/ Robot	\$125.00
Materials Technician	\$55.00	2 Man Crew	\$145.00
Sr. Field Technician	\$65.00	3 Man Crew	\$205.00
Construction Inspector	\$75.00		
Sr. Construction Inspector	\$85.00	Right of Way	
Const. Material Testing Manager	\$110.00	Right of Way Manager	\$120.00
,		Right of Way Specialist	\$105.00
Landscape Architecture		Document Specialist	\$70.00
Landscape Technician	\$80.00	Loounent operanet	
Landscape Architect/Land Planner	\$100.00	GIS	
Visualization Manager	\$110.00	GIS Field Technician	\$60.00
Sr. Landscape Architect	\$120.00	GIS Technician	\$75.00
LA/LP Project Manager	\$145.00	GIS Analyst	\$105.00
A/LP Sr. Manager	\$160.00	GIS Programmer/Analyst	\$135.00
	0100.00	Project Manager	\$135.00
Support Staff		Software Engineer	\$150.00
Field Intern	\$40.00	Sr. Software Engineer	
Engineering Intern	\$55.00	Sr. Project Manager	\$170.00
Clerical	\$75.00		\$180.00
	\$10.00	Program Manager	\$200.00
REIMBURSABLE EXPENSES:			
I. Any expenses, such as, printing, courier	telephone and outside co	nsultants not listed	
in the Services above will be invoiced as	-		
2. Mileage will be billed at the IRS approved		no novided	
NOTES:	nato at the time services a	ne provided.	
. Hourly rates will be utilized for Time & M	starials sanices performed	on behalf of County	
 Timmons Group will provide rates for spe 			
			51.
 In some cases Timmons Group can prov for the County to botton control costs. 	ue iomp sum, iixeo-iee" q	uoles for specific work tasks in order	
for the County to better control costs. Rates will be subject to change with eac			

Exhibit B – Terms and Conditions

- 1. SCOPE OF SERVICES: The Scope of Services performed under this Agreement shall be as described above. Separate Change Orders signed by authorized representatives of Timmons Group and the Client may, from time to time, describe additional or different services to be performed under this Agreement, such Change Orders are incorporated by reference herein. These Terms and Conditions shall apply to the Change Orders except to the extent expressly modified by such Change Order. Timmons Group services with regard to the specific properties covered by this Agreement and subsequent Change Orders, if any, shall hereinafter be referred to as the "Project" or "Projects."
- 2. **PROCUREMENT:** Timmons Group services have been procured via the Commonwealth Regional Council (CRC) Term Contract dated August 2, 2021.
- 3. STANDARD OF CARE AND CODE COMPLIANCE: Timmons Group shall provide its services under this Agreement consistent with the professional skill and care ordinarily provided by members of the same profession practicing in the same or similar locality under the same or similar circumstances. Timmons Group shall exercise usual and customary professional care in its efforts to comply with all applicable codes, laws, regulations and the policies of regulatory agencies in effect as of the date of the Agreement (collectively, "legal requirements"). Design changes made necessary by newly enacted codes, laws, regulations and the policies of regulatory agencies after the date of this Agreement shall be treated as an additional service subject to an executed Change Order, and Timmons Group shall be entitled to appropriate additional compensation. Timmons Group shall not be liable for any damages arising from conflicting interpretations of any legal requirements by different officials. In the event of a conflict between legal requirements applicable to the Project, Timmons Group shall notify the Client of the nature and impact of such conflict, and the Client agrees to cooperate and work with Timmons Group in an effort to resolve the conflict.
- 4. INSTRUMENTS OF SERVICE: All documents, including, but not limited to, drawings, specifications, plans, reports and other forms of electronic data prepared and furnished by Timmons Group, are Instruments of Service pursuant to this Agreement and remain the property of Timmons Group. Client may retain one such copy of all such documents, for record purposes, which documents may only be used for the Project. Any adaptation by Client of said documents, whether intentional or inadvertent, without Timmons Group's verification shall be at Client's sole risk and without liability or legal exposure to Timmons Group or Timmons Group's employees. Client agrees to assume all risks associated therewith and to hold Timmons Group harmless and indemnify it from and against any claims, liabilities, damages, losses and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.
- 5. GOVERNING LAW: This Agreement shall be governed according to the laws of the of the place of the Project, without regard to its conflicts of laws provisions.
- 6. THIRD PARTY RIGHTS: This Agreement shall not create any rights or benefits to parties other than the Client and Timmons Group.
- 7. **ASSIGNMENT:** This Agreement may not be assigned without the prior written consent of the Client and Timmons Group, such consent not to be unreasonably withheld.
- 8. PROJECT SITE SAFETY: Timmons Group's Project site responsibilities are limited solely to the activities of Timmons Group and Timmons Group's employees on the Project site. These responsibilities shall not be inferred by any party to mean that Timmons Group has responsibility for Project site safety. The Client and Timmons Group agree that Project site safety is the sole and exclusive responsibility of the Project's owners or contractor(s). The parties likewise agree that the Project contractor(s) is solely responsible for Project means, methods, techniques, sequences of operation and procedures, and that Timmons Group shall have no obligations relating to these contractor(s) duties.

Prince Edward – Sandy River Reservoir Permit Renewal Page 6 of 6

- 9. LIMITATION OF LIABILITY: To the fullest extent permitted by law, except as expressly stated in this Agreement, Timmons Group makes no representations or warranties, express or implied. Notwithstanding any other provision of this Agreement, the maximum liability, in the aggregate, to the Client and anyone claiming by or through the Client, of Timmons Group and its officers, directors, shareholders, partners, employees, agents and subconsultants, and any of them, for any and all claims, losses, or damages, including attorney's fees, in any way related to or arising from the Project or this Agreement, shall not exceed Timmons Group's total fee under this Agreement, or \$50,000, whichever is less.
- **10. DISPUTE RESOLUTION:** In the event of any action or proceeding brought by either party against the other under this Agreement, other than default on payment, the prevailing party shall be entitled to recover all costs and expenses, including its court reporter fees, expert witness fees, and reasonable attorney's fees. In the event the account is forwarded for collection based on default of payment, the Client will be responsible for all costs incurred including attorney's fees in an amount equal to 33% of the outstanding balance. The parties agree to litigation in a court of competent jurisdiction in the jurisdiction where the Project is located.
- 11. INDEMNIFICATION: Timmons Group agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees, against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused solely and directly by the negligent performance of professional services by Timmons Group or its agents under this Agreement. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Timmons Group, its officers, directors, employees and agents, against all damages, costs and liabilities, including reasonable attorney's fees, caused solely by the Client's negligent acts in connection with the Project or that of its Contractor(s), subcontractors or consultants or anyone for whom the Client is legally liable. Neither Timmons Group nor the Client shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.
- 12. MISCELLANEOUS: This Agreement constitutes the entire agreement of the Parties. All prior agreements, whether written or oral, are merged herein and shall be of no force or effect. This Agreement cannot be changed, modified or discharged orally, but only in an agreement in writing. If any term, condition, or provision of this Agreement is found unenforceable by a court of law or equity, this Agreement shall be construed as though that term, condition, or provision did not exist, and its unenforceability shall have no effect whatsoever on the rest of this Agreement. This represents drafting by both parties and in the event of ambiguities, the principle of interpretation against the drafter shall not apply.

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Meeting Date:	November 9, 2021
Item #:	22
Department:	County Administration/County Attorney
Staff Contact:	Sarah Elam Puckett/Terri Atkins Wilson
Agenda Item:	Closed Session

SUMMARY:

MOTION GOING INTO CLOSED SESSION

I move that the Board of Supervisors convene in Closed Session for:

- For discussion and consideration of the investment of public funds for water infrastructure where competition and bargaining is involved; and where, if made public initially, the financial interest of the County of Prince Edward would be adversely affected, pursuant to the exemption provided for in Section 2.2-3711(A)(6) of the *Code of Virginia*; and
- 2. Discussion and consideration of the annual performance and salary of the County Administrator, as directed by his signed contract, pursuant to the exemptions provided for in Section 2.2-3711(A)(1) of the *Code of Virginia*.

MOTION COMING OUT OF CLOSED SESSION

I move the Board of Supervisors certify to the best of each member's knowledge that only public business matters lawfully exempted from open meeting requirements under this chapter and only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed or considered in the meeting by the public body.

Motion	Booth	Gilliam	Townsend
Second	Cooper-Jones	Jones	Wilck
	Emert	Pride	

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Board of Supervisors Agenda Summary

Meeting Date:	November 9, 2021	
Item #:	23	
Department:	County Administration	
Staff Contact:	Douglas P. Stanley / Sarah Elam Puckett	
Agenda Item:	Monthly Reports	

SUMMARY:

Please see attachments.

COST:

ATTACHMENTS:

- a. Animal Control
- b. Building Official
 c. Cannery Home Canning Operations
 d. Commonwealth Regional Council
- e. Prince Edward County Public Schools
- f. Tourism

RECOMMENDATION: None.

SAMPLE MOTION:

Motion	
Second	

Booth	
Cooper-Jones	
Emert	

Gilliam	
Jones	
Pride	

Townsend _____ Wilck_



Animal Control Monthly Report

"October 2021"

Dogs			Wildlife	
	Surrendered	4	Handled	3
	Picked Up	3	Euthanized	1
	Claimed By Owner	0	Rabies Case	0
	Adopted	0		
	Transferred P/U	0	Livestock	
	Euthanized	0	Returned to Owner	3
	Injured / Euth.	0	Sold at Market	0
	Transferred to SPCA	7	Adopted	1
	Seized	0	Fees Collected	\$0.00
	Bite Case	0		
	Other	0	Other Companion Animals	
Fees C	ollected	\$0	Returned to Owner	0
			Surrendered	0
Cats			Transferred	0
	Surrendered	3	Adopted	0
	Picked Up	0		
	Claimed By Owner	0		
	Adopted	0	Miles Driven	2,500
	Transferred	2	Days at or above capacity	15
	Euth - Injury	0	Number of Calls to Shelter	110
	Euthanized	0	Summons Issued	0
	Died in Kennel	0	Warrants Served	0
	Transferred to SPCA	3	Days in Court	3
	Dead on Arrival	0	Nuisance Dogs	1
	Bite case	0	Dangerous Dogs	1
Fees Co	ollected	\$0.00	Calls After Hours/On Call	15
			Dogs Brought in by Farmville PD	0
Bill the	e Town of Farmville			
	3 animal housed.		Total Fees Collected	\$0.00
Total E	Billed:	\$450.00		

Chris Riviere, Chief Animal Control Officer Ariel Adams, Deputy Animal Control Officer

Notes: The number of animals in the shelter is intentionally being limited to make runs available

for repair to satisfy deficiencies noted by VDACS.

form 8 - 2020



Prince Edward County Animal Control

Boarding and Services Invoice

All companion animals held by Prince Edward Animal Control for separate agencies are charged a \$25.00 impoundment fee and \$10.00 a day boarding and care. Livestock or other animals are billed at actual cost at time of service. Veterinary care is assessed at cost as needed.

Boarding and Transfer of Feline ID# 1006211137 Dates held: 10/6/2021-10/25/2021 # of Days 20 Reason for disposition: Transferred to SPCA Total fees: \$225.00 Boarding and Transfer of Feline ID# 100621140 Dates held: 10/6/2021-10/25/2021 # of Days 20 Reason for disposition: Transferred to SPCA Total fees: \$225.00 Boarding and Transfer of Feline ID# 100621138 Dates held: 10/6/2021-10/07/2021 # of Days 01 Reason for disposition: Animal released from custody Total fees: \$0.00

BUILDING OFFICIAL

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1

\sim	Permits Issued 10/01/2021 Through	Report 10/30/2021
ADDITIONS	- Issued - Value - Permit Fees - 2.00% STATE TAX - Fees Collected	5 \$159,027.00 \$393.60 \$7.87 \$.00
ONE & TWO FAMILY DWELLING	- Issued - Value - Permit Fees - 2.00% STATE TAX - Fees Collected	6 \$1,071,346.00 \$2,005.60 \$40.02 \$.00
ELECTRICAL	- Issued - Value - Permit Fees - 2.00% STATE TAX - Fees Collected	32 \$87,340.00 \$1,600.00 \$32.00 \$.00
	- Issued - Value - Permit Fees - 2.00% STATE TAX - Fees Collected	8 \$6,500.00 \$400.00 \$8.00 \$.00
	- Issued - Value - Permit Fees - 2.00% STATE TAX - Fees Collected	8 \$33,661.00 \$450.00 \$9.00 \$.00
	- Issued - Value - Permit Fees - 2.00% STATE TAX - Fees Collected	4 \$134,900.00 \$462.40 \$9.25 \$.00
-	Issued Value Permit Fees 2.00% STATE TAX Fees Collected	11 \$4,700.00 \$550.00 \$11.00 \$.00
-	Issued Value Permit Fees 2.00% STATE TAX Fees Collected	1 \$60,000.00 \$75.00 \$1.50 \$.00
-	Issued Value Permit Fees Fees Collected	7 \$.00 \$.00 \$.00
Total Permits - Total Permits - Total Permits - Total Permits -	Value Permit Fees	82 \$1,557,474.00 \$5,936.60 \$ 118.64 \$ 6,055.24

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INSPECTIONS FOR OCTOBER 71

n.

October 2021 Cannery Report

Cannery report is as follows:

1222 (qts.)	@.55=	\$672.10
276 (pts.)	@.43=	\$118.68
147 Gallons	@1.35=	\$198.45
27 Patrons usage	@1.00 =	\$27.00
30% out of County =		\$87.79
Non-processing fees =		\$50.00
0 LBS. Meat Cut	@.25=	\$00.00
Donations		\$70.00

Total

\$1,224.02

The Cannery sponsored two fundraisers for the local community this month. On October 7th and 8th the cannery donated the facilities use, staff and boiler needs to the Ruritains for their local homecoming event, and on October 28th the facility sponsored the Methodist Mens Club PE Charge, for their local stew event. This month we were able to help over 27 local residents provide food for their families and friends thru maintaining sanitation and providing safety to both our staff and the public.



IN PARTNERSHIP WITH The Counties of Amelia | Buckingham | Charlotte | Cumberland | Lunenburg | Nottoway Prince Edward

CRC October 2021 Items of Interest

New Ventures

- Town of Blackstone was **awarded \$600,000** from DHCD for the VUMAC Adaptive Reuse project for rehabilitation into a boutique hotel utilizing Industrial Revitalization Funds.
- Town of Farmville was **awarded \$63,692** in State Homeland Security Program Funds (SHSP) for Radio Replacement and Upgrade.
- CRC staff assisted the Town of Blackstone in submitting a Virginia Brownfields Restoration and Economic Redevelopment Assistance Site Remediation Grant to VEDP for the renovation of the Harris Memorial Armory into a Community Center.
- CRC staff assisted Prince Edward County in submitting a VDOT Revenue Sharing Application for the Manor House Drive Turn Lane project.
- CRC staff assisted Amelia County in submitting a VDOT Transportation Alternatives Set-Aside Grant Application for the Amelia County Schools Sidewalk Project.
- CRC staff assisted the Town of Farmville in submitting a VDOT Transportation Alternatives Set-Aside Grant Application for the Farmville Riverwalk Phase I Project.
- CRC staff assisted the Piedmont Regional Jail in submitting a Virginia Department of Criminal Justice Services Coronavirus Emergency Supplemental Grant to purchase a van cell and other equipment.
- CRC staff assisted the Farmville Police Department in submitting a Byrne Justice Assistance Grant to request funds for overtime pay for officers.
- CRC staff are assisting Prince Edward County in submitting an Agriculture and Forestry Industries Development Fund (AFID) grant for the Prince Edward County Cannery.
- The CRC continues to pass on information gathered on instituting a cigarette tax and the formation of a Regional Cigarette Tax Board. Recently, calculated projected cigarette tax revenues were shared with the counties.
- Next CRC Meeting, Wednesday, November 17, 2021 at 9:30 a.m., Farmville, Virginia.

<u>Activity</u>

- <u>Dillwyn CDBG Housing Rehabilitation Project</u> -- The contractor will be installing the ADA ramp for the new home at 84 White by the end of October. CRCs staff are assisting the town with final closeout of the project.
- <u>Regional Emergency Planning</u> A training class for managing volunteers has been scheduled for December 6th, 9:00-12:00
 Noon, at the Farmville Emergency Operations Center.
- <u>DEQ Watershed Implementation Plan (WIP) III Assistance</u>: The CRC conduced the 4th educational series *Capitalizing on the* Benefit of Trees local government participants. The next series will be November 19, 2021. CRC staff have submitted the CRC Regional Activities for the FY22 Scope of Work to DEQ.
- <u>PE County Access Road Project Administration</u>: The County's Consultant is working with VDOT to address VDOT comments regarding right-of-way issues.
- <u>CRC Housing Development Program</u>: CRC staff is working with Virginia Housing to put together a Request for Qualifications for Housing Partners. This will be utilized to pre-qualify Housing Partners, that once selected will then submit project proposals.
- <u>CRC Regional Hazard Mitigation Plan</u>: CRC are finalizing a citizen survey for public outreach to be distributed in November.
- GOVAR3 Entrepreneurship & Innovation Implementation Project: CRC assisted in submitting the 1st invoice for GOVA funds.
- <u>Nottoway County Comprehensive Plan</u>: CRC staff met with the Working Committee on October 19th to review Draft Sections III. The citizen survey has been distributed to locations in the county and posted online. Surveys are due November 30th.
- <u>Follow-Up Meeting Discussion of New Regional Economic Development Initiative</u> Monday, November 1, 2021, 3:00 p.m., Prince Edward County Courthouse Boardroom. Participants – CRC Member Locality Representatives, Successful Regional Economic Development Organization Presenters: Southern Virginia Regional Alliance; Shenandoah Valley Partnership and Virginia's Industrial Advancement Alliance – Bryan David GO Virginia Region 3, Meeting Facilitator.
- <u>Redistricting Update</u>: The CRC is awaiting guidance from the localities on the deadline for local completion of redistricting and also on the relevance of the Virginia Redistricting Commission's completion of the state legislative redistricting.

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

2021-2022 **Comparative Receipts and Expenditures Food Service Department** Year to Date

Month of October 31, 2021

		Fiscal 2021			Fiscal 2022		
Receipts:	Budgeted	Rec. YTD	Percent	Budgeted	Rec. YTD	Percent	Diff.
State School Food Fresh Fruit & Vegetable	47,093 55,000	15,086.00 0.00		35,314	0.00	0.00	-32.03 0.00
Total State	102,093	15,086.00	14.78	90,314	0.00	0.00	-14.78
Federal Reimbursement	1,229,760	166,601.00	13.55	1,229,760	309,869.78	25.20	11.65
Cash Book - Local	148,000	17,980.00	12.15	108,500	42,265.84	38.95	26.81
Total Revenue	\$1,479,853	199,667.00	13.49	\$1,428,574	352,135.62	24.65	11.16
Expenditures:	Budgeted	Expended YTD	Percent	Budgeted	Expended YTD	Percent	Diff.
Salary	439,233	109,839.00	25.01	422,221	107,306.03	25.41	0.41
Fringe Benefits	186,605	45,883.00		202,338	47,489.33	23.47	-1.12
Purchased Services	55,000	14,244.00	25.90	55,000	22,127.53	40.23	14.33

0.00

5.66

10.37

11.40

0.00

16.24

5,000

40,000

634,015

20,000

50,000

\$1,428,574

11,046.80

131,547.21

0.00

62.32

3,920.00

323,499.22

0.00

27.62

20.75

0.31

7.84

22.64

0.00

21.95

10.37

-11.08

7.84

6.41

2,265.00

65,774.00

2,279.00

240,284.00

0.00

0.00

Saved as October 21-22 Expense Compare Food Service

Travel

Materials & Supplies

Repairs & Maintenance

Furniture/Equipment

Total Expenditures

Food Supplies

40,000

634,015

20,000

100,000

\$1,479,853

5,000

Prince Edward County Public Schools Summary Financial Report October 31, 2021

				Variance Actual Under	YTD as a
Revenues	Current <u>Month</u>	Year to <u>Date</u>	Budget	(Over) <u>Budget</u>	Percent of <u>Budget</u>
From the State:					
State Sales Tax	270,235.30	994,983.10	\$ 3,103,342.00	\$ 2,108,358.90	32.06
Basic School Aid	500,156.08	2,000,624.32	\$ 6,115,319.00	\$ 4,114,694.68	32.71
All Other	348,028.25	1,402,504.44	\$ 6,879,828.25	\$ 5,477,323.81	20.39
Total State	1,118,419.63	4,398,111.86	\$ 16,098,489.25	\$ 11,700,377.39	27.32
From the Federal Gov't.	58,875.76	1,361,004.43	\$ 2,597,781.94	\$ 1,236,777.51	52.39
General Fund (County)	874,292.31	1,613,861.50	\$ 9,255,574.00	\$ 7,641,712.50	17.44
Cash Book -Local	3,501.00	17,764.16	\$ 287,521.00	\$ 269,756.84	6.18
Total Revenues	2,055,088.70	7,390,741.95	\$ 28,239,366.19	\$ 20,848,624.24	26.17

Expenditures	Current <u>Month</u>	Year to <u>Date</u>	Outstandin Encumbranc	6	Expended & Encumbered (Over) Under <u>Budget</u>	Expen. & Encumbrance as a % of <u>Budget</u>
1000-Instruction	1,580,116.74	5,112,894.99	\$ 11,300,104	.56 \$ 20,868,042.19	\$ 4,455,042.64	78.65
2000-Admin.,Health/Atten.	103,659.01	443,269.49	\$ 764,699	9.93 \$ 1,704,107.00	\$ 496,137.58	70.89
3000-Transportation	127,326.51	386,474.20	\$ 998,807	7.77 \$ 1,825,479.00	\$ 440,197.03	75.89
4000-Operation/Maintenance	158,612.34	526,533.94	\$ 518,324	.00 \$ 1,764,782.00	\$ 719,924.06	59.21
6000-Faciltities	9,582.32	33,801.16	\$ 2,100	0.00 \$ 150,000.00	\$ 114,098.84	23.93
7000 - Debt. Service	0.00	494,348.66	\$	- \$ 552,259.00	\$ 57,910.34	89.51
8000 - Technology	75,791.78	386,287.78	\$ 516,618	3.54 \$ 1,374,697.00	\$ 471,790.68	65.68
Total Expenditures	2,055,088.70	7,383,610.22	\$ 14,100,654	.80 \$ 28,239,366.19	\$ 6,755,101.17	76.08

Saved as October 21-22 Summary Financial Report

Prince Edward County Public Schools 2021-2022 Food Service Department Summary Financial Report October 31, 2021

Revenues	Current <u>Month</u>	Year to <u>Date</u>	<u>Budget</u>	А	Variance ctual Under (Over) <u>Budget</u>	YTD as a Percent of <u>Budget</u>
From the State:						
State School Food	0.00	0.00	\$ 35,314	\$	35,314.00	0.00%
Fresh Fruit & Vegetable	0.00	0.00	\$ 55,000	\$	55,000.00	0.00%
School Breakfast	-44,822.42	0.00		\$	-	0.00%
Total State Funds	-44,822.42	0.00	\$ 90,314	\$	90,314.00	0.00%
Federal Reimbursement	177,706.27	309,869.78	\$ 1,229,760	\$	919,890.22	25.20%
Cash Book - Local	22,282.06	42,265.84	\$ 108,500	\$	66,234.16	38.95%
Total Revenues	155,165.91	352,135.62	\$ 1,428,574	\$	1,076,438.38	24.65%

School Breakfast Revenue moved to Federal Reimbursement Revenue

<u>Expenditures</u>	Current <u>Month</u>	Year to <u>Date</u>	Outstanding <u>Encumbrances</u>	<u>Budget</u>	Ε	xpended & ncumbered)ver) Under <u>Budget</u>	Expen. & Encumbrance as a % of <u>Budget</u>
Salary	32,546.48	107,306.03	289,674.85	\$ 422,221	\$	25,240.12	94.02%
Fringe Benefits	15,612.36	47,489.33	139,264.16	\$ 202,338	\$	15,584.51	92.30%
Purchased Services	9,907.03	22,127.53	20,099.47	\$ 55,000	\$	12,773.00	76.78%
Refunds	0.00	0.00	-	\$ -	\$	-	0.00%
Travel	0.00	0.00	-	\$ 5,000	\$	5,000.00	0.00%
Materials & Supplies	5,897.13	11,046.80	19,265.45	\$ 40,000	\$	9,687.75	75.78%
Food Supplies	66,666.93	131,547.21	62,252.79	\$ 634,015	\$	440,215.00	30.57%
Repairs & Maintenance	0.00	62.32	437.68	\$ 20,000	\$	19,500.00	2.50%
Furniture/Equipment	0.00	3,920.00	4,580.00	\$ 50,000	\$	41,500.00	17.00%
Total Expenditures	130,629.93	323,499.22	\$ 535,574.40	\$ 1,428,574	\$	569,500.38	- 60.14%

Saved as October 21-22 Month Rept Food Service

Prince Edward County Public Schools 2021-2022 CARES ACT Summary Financial Report October 31, 2021

Revenues	Current Month	Year to Date		Budget	Variance Under/Over Budget
Total Revenues	-4,628.99	125,922.01	= .	3,143,231.00	3,017,308.99
Expenditures	Current <u>Month</u>	Year to <u>Date</u>	Outstanding <u>Encumbrances</u>	Budget	Unencumbered <u>Balance</u>
Total Expenditures	\$ 223,880.73	\$ 907,961.30	\$ 382,688.81	\$ 3,143,231.00	\$ 1,852,580.89

Saved as October 20-21 CARES ACT

Prince Edward County Public Schools 2021-2022 Comparative Receipts and Expenditures

-0.46% 0.14%0.02% 6.30% -9.07% 0.53% 3.07% 2.71% -5.26% 3.19% 0.85% 1.45% 9.51% 5.54% 0.83% -14.45% % Difference **Fiscal Year Fiscal Year** Difference -73,091.68 208,016.44 227,444.86 634,490.50 -26,048.8492,520.10 -204,773.57 631,112.95 47,744.49 52,780.94 14,271.16 45,507.66 14.395.22 623,981.22 61,307.20 416,764.99 **\$ Difference \$ Difference Fiscal Year Fiscal Year** 32.71% 32.06% 20.39% 27.32% 52.39% 17.44%6.18% 24.50% 29.84% 22.53% 89.51% 26.17% Expenditures 26.01% 21.17% 28.10% 26.15% Percent of Percent of Revenue 17,764.16 Year-to-Date 494,348.66 994,983.10 1,361,004.43 1,613,861.50 7,390,741.95 33,801.16 386.287.78 2,000,624.32 1,402,504.44 4,398,111.86 443,269.49 386,474.20 526,533.94 7,383,610.22 Year-to-Date 5,112,894.99Expended Fiscal 2022 Received Year to Date - Month of October 31, 2021 6,115,319.00 9,255,574.00 28,239,366.19 3,103,342.00 6,879,828.25 16,098,489.25 2,597,781.94 287,521.00 20,868,042.19 ,825,479.00 ,764,782.00 ,374,697.00 28,239,366.19 ,704,107.00 150,000.00 552,259.00 Approved Approved Budget Budget 33.18% Year-to-Date Expenditures 11.14%15.25% 20.24% 27.30% 66.84% 25.32% 23.97% 33.36% 28.87% 24.56% 18.10%27.13% 13.02% 73.97% 25.32% Percent of Percent of Revenue 979,371.00 43,813.00 902,463.00 2,073,716.00 1,194,488.00 4,170,667.00 1,565,778.00 6,759,629.00 395,525.00 Year-to-Date 4,696,130.00 325,167.00 473,753.00 19,530.00 448,841.00 400,683.00 6,759,629.00 Expended Received Fiscal 2021 3,125,839 6,249,990 287,344 5,901,400 15,277,229 8,793,062 \$26,700,136 ,796,019 1,201,108 \$26,700,136 19,589,232 1,610,508 1,746,512 150,000 606,757 2,342,501 Approved Approved Budget Budget **Fotal Expenditures Total Revenue** Administration Transportation **Expenditures:** Federal Funds Maintenance Debt Service Nocal Funds Technology Other State Cash Book Total State Instruction **Basic Aid** Sales Tax Facilities **Receipts:**

Saved as October 2021-2022 Expense Compare

Tourism & Visitor Center Monthly Report for October 2021

129.8	1,557	12	193	1,352	2020
189.4	1,894	3	371	1,520	YTD 2021
Month:		Countries	States	Guests	
Average Visitors per	Total Guests	Other	Other	Virginia	
IGNINGS:	RTLAND REGIONAL VISITOR CENTER GUESTBOOK SIGNINGS:	VISITOR CENTE		HEARTLAND	

Requests for Information:

		Phone	Video	Center	GoogleMyBusiness	
		Inquiries	Views (All)	Visits	Finding the	Monthly Totals:
_					Visitor Center	
	October 2021	31	cr.	288	1 030	1361
			>	0	2001	100'1
21	0ctober 2020	113	11	229	1,940	2,293
8	% Difference	-72.57%	-72.73%	25.76%	100.00%	-40.65%

TOTAL YTD					Total YTD Inquiries:
2021 YTD	266	485	1,890	9,095	11,736
2020 YTD	529	280	1,249	17,370	19,428
% Difference	-49.72%	73.21%	51.32%	100.00%	-39.59%

Report to November Board of Supervisors:

Our days of operation will change during the months of November through February due to the typically slower travel and holiday season. During these months, we will not be open on Sundays.