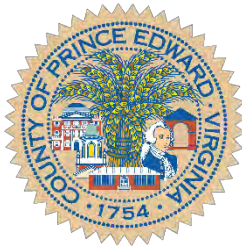




MISSION STATEMENT

"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."

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**BOARD OF SUPERVISORS
MEETING AGENDA**

June 13, 2023

The Prince Edward County Board of Supervisors encourages citizens participation in public 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.

~~~~~

|           |                                                                                                                                                                                                                                                                                                                      | <u>Staff Contact</u>           | <u>Page #</u> |
|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|---------------|
| 7:00 p.m. | 1. The chair will call to order the June meeting of the Board.                                                                                                                                                                                                                                                       |                                | 5             |
|           | 2. Invocation                                                                                                                                                                                                                                                                                                        |                                | 5             |
|           | 3. Pledge of Allegiance                                                                                                                                                                                                                                                                                              |                                | 5             |
|           | 4. Conflict of Interest Disclosures                                                                                                                                                                                                                                                                                  |                                | 7             |
|           | 5. Recognitions                                                                                                                                                                                                                                                                                                      | Crystal Baker                  | 9             |
|           | 6. <b><u>PUBLIC PARTICIPATION</u></b><br><i>Citizens wishing to address the Board are asked to please sign the Public Participation register prior to the beginning of the meeting.</i>                                                                                                                              |                                | 11            |
|           | 7. Board of Supervisors Comments                                                                                                                                                                                                                                                                                     |                                | 13            |
|           | 8. <u>Consent Agenda:</u>                                                                                                                                                                                                                                                                                            |                                |               |
|           | a. Treasurer’s Report                                                                                                                                                                                                                                                                                                |                                | 15            |
|           | b. Approval of Minutes                                                                                                                                                                                                                                                                                               |                                | 19            |
|           | c. Account & Claims, Mileage Reports, County Attorney Invoices                                                                                                                                                                                                                                                       |                                | 59            |
|           | d. The County Administrator has reported that checks have been issued pursuant to the order of the Board as to salaries, etc., the amount of which has been heretofore approved.                                                                                                                                     |                                | 97            |
|           | 9. FY 24 Budget Appropriations                                                                                                                                                                                                                                                                                       | Crystal Baker/<br>Doug Stanley | 99            |
|           | 10. Zoning Ordinance, Appendix B Amendment                                                                                                                                                                                                                                                                           | Robert Love                    | 107           |
|           | 11. <u>Highway Matters:</u> Scott Frederick, PE, VDOT                                                                                                                                                                                                                                                                |                                | 125           |
|           | a. Whisperwood Subdivision                                                                                                                                                                                                                                                                                           |                                |               |
| 7:30 p.m. | 12. <b><u>PUBLIC HEARINGS:</u></b> The Board will receive public input on the following:                                                                                                                                                                                                                             |                                |               |
|           | a. In accordance with Section 33.2-331 of the <i>Code of Virginia</i> , a joint County-VDOT Public Hearing will be held for the purpose of receiving public comments on the proposed County Secondary Six-Year Plan for Fiscal Years 2024-2029 and on the Secondary System Construction Budget for Fiscal Year 2024. | Scott Frederick                | 141           |

|     |                                                                                                                                                                                                                                                   |                     |            |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|------------|
| b.  | Per Section IX.C of the County’s PPEA Guidelines, a public hearing will be held on the draft comprehensive agreement with Prince Edward County Infrastructure, LLC (PECI) for the Sandy River Reservoir water treatment and distribution project. | Doug Stanley        | 151        |
| 13. | <u>Community Partner Updates:</u>                                                                                                                                                                                                                 |                     |            |
| a.  | Piedmont Court Services – Donald Williamson, Director                                                                                                                                                                                             |                     | 303        |
| 14. | Courthouse Air Handler                                                                                                                                                                                                                            | Randy Cook          | 305        |
| 15. | Citizen Volunteer Appointments                                                                                                                                                                                                                    | Sarah Puckett       | 309        |
| 16. | Department of Corrections – Lease of Office Space                                                                                                                                                                                                 | Doug Stanley        | 337        |
| 17. | <u>Finance &amp; Human Resources Report:</u>                                                                                                                                                                                                      | Cheryl Stimpson     |            |
| a.  | Audit Services Agreement                                                                                                                                                                                                                          |                     | 341        |
| b.  | Appropriation - Food Service Funds – Schools                                                                                                                                                                                                      |                     | 353        |
| c.  | Appropriation - Federal Grant Funds – Schools                                                                                                                                                                                                     |                     | 355        |
| d.  | Appropriation - Asset Forfeiture – Sheriff’s Office/Comm. Att.                                                                                                                                                                                    |                     | 357        |
| e.  | Appropriation - Insurance Recoveries – Sheriff’s Office                                                                                                                                                                                           |                     | 359        |
| f.  | Appropriation - VTC ARPA Grant - Tourism                                                                                                                                                                                                          |                     | 361        |
| g.  | Appropriation - VTC Marketing Grants - Tourism                                                                                                                                                                                                    |                     | 363        |
| 18. | County Attorney’s Report                                                                                                                                                                                                                          | Terri Atkins Wilson | 365        |
| 19. | County Administrator’s Report                                                                                                                                                                                                                     | Doug Stanley        | 367        |
| 20. | <u>Upcoming</u>                                                                                                                                                                                                                                   | Doug Stanley        | <b>369</b> |
| a.  | VACo Regional Meeting – June 28, 2023                                                                                                                                                                                                             |                     | 370        |
| b.  | County Officials’ Summit – August 17, 2023                                                                                                                                                                                                        |                     | 375        |
| 21. | <u>Correspondence/Informational</u>                                                                                                                                                                                                               |                     | 379        |
| a.  | Thank you – Alpha Sigma Phi                                                                                                                                                                                                                       |                     | 380        |
| b.  | Southside Virginia Community College Newsletter                                                                                                                                                                                                   |                     | 381        |
| 22. | <u>Monthly Reports</u>                                                                                                                                                                                                                            |                     | 391        |
| a.  | Animal Control                                                                                                                                                                                                                                    |                     | 392        |
| b.  | Building Office                                                                                                                                                                                                                                   |                     | 394        |
| c.  | Cannery – Home Canning                                                                                                                                                                                                                            |                     | 395        |
| d.  | Cannery – Virginia Food Works                                                                                                                                                                                                                     |                     | 396        |
| e.  | Commonwealth Regional Council                                                                                                                                                                                                                     |                     | 399        |
| f.  | Tourism & Visitor Center                                                                                                                                                                                                                          |                     | 400        |

*(NOTE: Additional agenda items may be added to the Table Pack is available for review after 4:30 p.m. on June 13, 2023.)*





**Board of Supervisors  
Agenda Summary**

**Meeting Date:** June 13, 2023  
**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 Chairman Gilliam will call to order the June meeting of the Prince Edward Board of Supervisors.
2. **Invocation**
3. **Pledge of Allegiance**

**COST:**

**ATTACHMENTS:**

**RECOMMENDATION:**

**SAMPLE MOTION:**

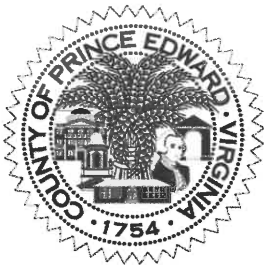
Motion \_\_\_\_\_  
Second \_\_\_\_\_

Cooper-Jones \_\_\_\_\_  
Emert \_\_\_\_\_

Gilliam \_\_\_\_\_  
Jenkins \_\_\_\_\_  
Jones \_\_\_\_\_

Pride \_\_\_\_\_  
Townsend \_\_\_\_\_  
Watson \_\_\_\_\_

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**Board of Supervisors  
Agenda Summary**

**Meeting Date:** June 13, 2023  
**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 \_\_\_\_\_

Cooper-Jones \_\_\_\_\_  
Emert \_\_\_\_\_

Gilliam \_\_\_\_\_  
Jenkins \_\_\_\_\_  
Jones \_\_\_\_\_

Pride \_\_\_\_\_  
Townsend \_\_\_\_\_  
Watson \_\_\_\_\_



**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 \_\_\_\_\_

\_\_\_\_\_



**Board of Supervisors  
Agenda Summary**

**Meeting Date:** June 13, 2023  
**Item #:** 5  
**Department:** Human Resources  
**Staff Contact:** Crystal Baker  
**Agenda Item:** Recognitions

---

**Summary:**

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

- A. The Board would like to recognize Martha Jones as Employee of the Month for June. “Martha goes out of her way to be courteous to everyone she comes in contact with. She goes above and beyond her assigned duties; willing to come in on her scheduled off days to fill in.” Martha is always “very professional in her appearance and actions whether dealing with the public or county employees.” She has an “ask and you shall receive” attitude. We are “lucky to have an individual of her caliber” as a member of the PEC family.
  
- B. The Board would also like to Congratulate the following employees on their retirement. The pride and dedication they have shown during their tenure at Prince Edward County is appreciated and each of them will be missed.
  - a. Vicki Cardwell – 17 Years of Service – Commonwealth Attorney’s Office
  - b. Larry Franklin - 25 Years of Service – Sheriff’s Office
  - c. Robert Goldman – 18 Years of Service – Sheriff’s Office

**Attachments:**

**Recommendation:**

**SAMPLE MOTION:**

|              |                    |               |                |
|--------------|--------------------|---------------|----------------|
| Motion _____ | Cooper-Jones _____ | Gilliam _____ | Pride _____    |
| Second _____ | Emert _____        | Jenkins _____ | Townsend _____ |
|              |                    | Jones _____   | Watson _____   |

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**Board of Supervisors  
Agenda Summary**

**Meeting Date:** June 13, 2023  
**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. **Written Comments:** 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. **E-Mailed:** Board of Supervisors: [board@co.prince-edward.va.us](mailto:board@co.prince-edward.va.us)  
Planning Commission: [info@co.prince-edward.va.us](mailto:info@co.prince-edward.va.us)

2. **Verbal Comments:** 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, **citizens must pre-register** 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 _____ | Cooper-Jones _____ | Gilliam _____ | Pride _____    |
| Second _____ | Emert _____        | Jenkins _____ | Townsend _____ |
|              |                    | Jones _____   | Watson _____   |

# PUBLIC INPUT TRACKING LOG

| ITEM NUMBER | CITIZEN REMARK | REMARK DATE | REPEAT<br>REMARK | STATUS |
|-------------|----------------|-------------|------------------|--------|
| 1           |                |             | Y N              |        |
| 2           |                |             |                  |        |
| 3           |                |             |                  |        |
| 4           |                |             |                  |        |
| 5           |                |             |                  |        |
| 6           |                |             |                  |        |
| 7           |                |             |                  |        |
| 8           |                |             |                  |        |
| 9           |                |             |                  |        |
| 10          |                |             |                  |        |
| 11          |                |             |                  |        |
| 12          |                |             |                  |        |
| 13          |                |             |                  |        |
| 14          |                |             |                  |        |





**Board of Supervisors  
Agenda Summary**

**Meeting Date:** June 13, 2023  
**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 \_\_\_\_\_

Cooper-Jones \_\_\_\_\_  
Emert \_\_\_\_\_

Gilliam \_\_\_\_\_  
Jenkins \_\_\_\_\_  
Jones \_\_\_\_\_

Pride \_\_\_\_\_  
Townsend \_\_\_\_\_  
Watson \_\_\_\_\_

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**Board of Supervisors  
Agenda Summary**

**Meeting Date:** June 13, 2023  
**Item #:** 8-a  
**Department:** Board of Supervisors  
**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 \_\_\_\_\_

Cooper-Jones \_\_\_\_\_  
Emert \_\_\_\_\_

Gilliam \_\_\_\_\_  
Jenkins \_\_\_\_\_  
Jones \_\_\_\_\_

Pride \_\_\_\_\_  
Townsend \_\_\_\_\_  
Watson \_\_\_\_\_

**Prince Edward Board of Supervisors Treasurer's Report  
April 2023**

| Bank Account Balances         |       |           |  |  |                  |  |                         |
|-------------------------------|-------|-----------|--|--|------------------|--|-------------------------|
| Name of Bank                  | Ref # | Int. Rate |  |  | Bank Balance     |  | Available Balance       |
| Benchmark Pooled Fund Account | 7654  |           |  |  | \$ 11,354,828.32 |  | \$ 11,354,828.32        |
| Benchmark Social Services     | 9746  |           |  |  | \$ 192,618.23    |  | \$ 192,618.23           |
| Benchmark School Fund         | 3352  |           |  |  | \$ 1,989,070.61  |  | \$ 1,989,070.61         |
| Benchmark Food Service        | 3742  |           |  |  | \$ 484,479.93    |  | \$ 484,479.93           |
| <b>TOTAL</b>                  |       |           |  |  |                  |  | <b>\$ 14,020,997.09</b> |

\*Note: School Fund and Cafeteria Fund balances shown above are estimated balances.

| Certificates of Deposit            |       |           |      |          |                 |  |                         |
|------------------------------------|-------|-----------|------|----------|-----------------|--|-------------------------|
|                                    | Ref # | Int. Rate | Term | Maturity | Bank Balance    |  | Available Balance       |
| <b>Benchmark</b>                   |       |           |      |          |                 |  |                         |
|                                    | 0994  | 1.00      | 24   | 01/15/26 | \$ 122,886.34   |  |                         |
|                                    | 0995  | 1.00      | 24   | 01/15/26 | \$ 122,886.34   |  |                         |
| Recreation Fund                    | 0998  | 0.50      | 36   | 02/14/24 | \$ 17,529.72    |  |                         |
| Benchmark 5 Yr CD-letter of credit | 0632  | 1.00      | 60   | 01/04/26 | \$ 664,749.40   |  | \$ 928,051.80           |
|                                    |       |           |      |          |                 |  |                         |
| Benchmark Investment Acct          | L796  | 3.35      | 36   | 05/13/25 | \$ 2,457,133.19 |  | \$ 2,457,133.19         |
|                                    |       |           |      |          |                 |  |                         |
| <b>Farmers Bank</b>                |       |           |      |          |                 |  |                         |
|                                    | 2465  | 0.50      | 36   | 06/17/24 | \$ 110,040.90   |  |                         |
|                                    | 2466  | 0.50      | 36   | 06/17/24 | \$ 110,040.90   |  |                         |
| <b>Underground Storage</b>         | 2478  | 0.60      | 36   | 10/27/24 | \$ 22,973.65    |  |                         |
|                                    | 2501  | 2.09      | 36   | 08/19/25 | \$ 2,260,087.68 |  |                         |
|                                    | 3465  | 4.15      | 6    | 11/16/23 | \$ 2,546,004.17 |  |                         |
|                                    | 3438  | 4.95      | 6    | 08/16/23 | \$ 2,520,827.78 |  |                         |
|                                    | 3454  | 4.65      | 12   | 04/05/24 | \$ 2,500,000.00 |  |                         |
|                                    | 3457  | 4.75      | 6    | 10/05/23 | \$ 5,000,000.00 |  | \$ 15,069,975.08        |
|                                    |       |           |      |          |                 |  |                         |
| <b>TOTAL</b>                       |       |           |      |          |                 |  | <b>\$ 18,455,160.07</b> |

|                    |  |  |  |  |  |  |                         |
|--------------------|--|--|--|--|--|--|-------------------------|
| <b>GRAND TOTAL</b> |  |  |  |  |  |  | <b>\$ 32,476,157.16</b> |
|--------------------|--|--|--|--|--|--|-------------------------|

**Prince Edward Board of Supervisors Treasurer's Report - April 2022**

| <b>Name of Bank</b>                | <b>Bank Balance</b> |  |  | <b>Available Balance</b> |
|------------------------------------|---------------------|--|--|--------------------------|
| Benchmark Pooled Fund Account      | \$ 21,887,883.95    |  |  | \$ 21,887,883.95         |
| Benchmark Social Services          | \$ 282,138.63       |  |  | \$ 282,138.63            |
| Benchmark School Fund              | \$ 1,829,021.09     |  |  | \$ 1,829,021.09          |
| Benchmark Food Service             | \$ 451,475.66       |  |  | \$ 451,475.66            |
| <b>TOTAL</b>                       |                     |  |  | <b>\$ 24,450,519.33</b>  |
|                                    |                     |  |  |                          |
|                                    |                     |  |  |                          |
| <b>Certificate of Deposits</b>     |                     |  |  |                          |
| Benchmark                          |                     |  |  | \$ 2,652,154.57          |
| Farmers Bank                       |                     |  |  | \$ 2,454,586.50          |
| Benchmark 5 Yr CD-letter of credit |                     |  |  | \$ 658,143.24            |
| <b>TOTAL</b>                       |                     |  |  | <b>\$ 5,764,884.31</b>   |
|                                    |                     |  |  |                          |
|                                    |                     |  |  |                          |
| <b>GRAND TOTAL</b>                 |                     |  |  | <b>\$ 30,215,403.64</b>  |

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**Board of Supervisors  
Agenda Summary**

**Meeting Date:** June 13, 2023  
**Item #:** 8-b  
**Department:** Board of Supervisors  
**Staff Contact:** Karin Everhart  
**Agenda Item:** Approval of Minutes

---

**SUMMARY:**

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

**Cost:**

**Attachments:** Board minutes.

**Recommendation:** Approval.

**Sample Motion:**

Motion \_\_\_\_\_  
Second \_\_\_\_\_

Cooper-Jones \_\_\_\_\_  
Emert \_\_\_\_\_

Gilliam \_\_\_\_\_  
Jenkins \_\_\_\_\_  
Jones \_\_\_\_\_

Pride \_\_\_\_\_  
Townsend \_\_\_\_\_  
Watson \_\_\_\_\_

May 9, 2023

At the regular meeting of the Board of Supervisors of Prince Edward County, held at the Court House, thereof, on Tuesday, the 9<sup>th</sup> day of May, 2023; at 7:00 p.m., there were present:

Pattie Cooper-Jones  
J. David Emert  
Llew W. Gilliam, Jr.  
Victor "Bill" Jenkins  
E. Harrison Jones  
Odessa H. Pride  
Jerry R. Townsend  
Cannon Watson

Also present: Douglas P. Stanley, County Administrator; Sarah Elam Puckett, Assistant County Administrator; Kimberly Allen, Director, Department of Social Services; Chelsey White, Director of Economic Development and Tourism; Terri Atkins Wilson, County Attorney; Larry Stimpert, Ph.D., President of Hampden-Sydney College; Ken Copeland, Jr., Vice-President for Business Affairs & Finance, Hampden-Sydney College; W. Taylor Reveley, IV, President, Longwood University; Scott Davis, LP.D., Farmville Town Manager.

Chairman Gilliam called the May meeting to order.

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

In Re: Conflict of Interest Act

(None)

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 students, employees and our citizen volunteers who serve the County of Prince Edward.

Mrs. Cheryl Stimpson, Director of Finance, stated the Board would like to recognize Adam Mumma. Adam was nominated and is being recognized for his work as a member of the Buildings & Grounds staff. Rain, shine, cold or hot, he was front and center ready to get the job done with a smile. No job was too big or too small for Adam. "He always seems happy to help with anything! His attitude and hardworking habits make him a real asset to have around." The County is fortunate to have employees like Adam, who has now been transferred and promoted to the position of



Chief Animal Control Officer. We are confident that Adam will bring his great work ethic and can-do attitude to his new position.

The Board also congratulated Sarah Trent on her retirement. “The dedication she has shown over the last twenty-six years to Prince Edward County is appreciated beyond measure! We wish Sarah all the best.”

Mr. Stanley presented an overview of the flag and flagpole requirements in the County.

“On April 12, 2022, the Board of Supervisors enacted an emergency ordinance and subsequently readopted that ordinance following a public hearing on May 17, 2022 joint meeting with the Planning Commission. The ordinance placed a maximum limit on the size of the flag of 40 square feet, or five feet by eight feet. The maximum limit on the height of flagpoles in all districts is 20 feet. The Board did allow an exemption in the A1, A2, C1 I1, and CR zoning districts, upon the issuance of a special use permit for a taller pole. The Board did exclude the option of taller flagpoles in residential districts.

It’s important to note that localities in Virginia are required to treat flags uniformly, meaning that whether a flag signifies the United States, the Commonwealth of Virginia, or any other message including Black Lives Matter, the Confederacy, the rainbow flag, POW/MIA, etc., they must be treated equally. The County can only regulate the height of the flagpole, the setbacks on the property, and the size of the flag, but not the content. To do so is conceived by the Courts as a violation of Constitutional Rights.

Since the adoption of the ordinance last year, the County has written three notices on flagpoles that were erected without a zoning permit; he noted all three owners have received a zoning permit to erect a pole up to 20 feet. One of those did have to be relocated due to not meeting the County’s setback requirements. To date, three written notices and two written advisory notices have been sent to landowners regarding the existing oversized flags. Of those five notices, four were for American flags.

In summary, Prince Edward allows every property owner to display up to three flags of their choice with the maximum size of 40 square feet, on three flagpoles, each with the maximum height of 20 feet. It requires a \$10 Zoning Permit prior to installing the flagpole. In some districts, the pole may be taller with a special use permit, if the warrants dictate, the flag is still held at 40 square feet. All of this allows for a total of 120 square feet of free expression for each property. Having the size requirement for our flag, like other types of signage, is not new to Zoning or the region. In Nottoway and Amelia, the limit is 50 square feet, in Buckingham it is 64 feet, and in Appomattox it is 72 square

feet. Most Zoning violations in the County are reported by citizens or staff that identifies them while they are out in the field; we encourage citizens to contact the Planning and Community Development office when they have questions. We also have a fact sheet on flags to be distributed.

Supervisor Jones asked if the exception for the different zoning locations listed apply for a higher flagpole. If they get a permit for a higher flagpole, does the 40 square foot limitation still apply.

Mr. Stanley said it would still apply the way it is currently written.

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.*

Derek Coblentz, Prospect District, expressed his concern regarding the restriction on the flag size of the American flag. He reviewed a brief history of the American flag; he stated as it is the American flag, the size restrictions should be removed. He thanked the Board for its service.

L. F. Picotte, Prospect District, expressed his concern regarding the restriction on the flag size restrictions. He said the American flag should not be lumped in with other types of flags. He stated symbols are being taken away. He stated the money spent on this issue would be better spent cleaning Oliver Road, and presented several other options.

Joshua Amos, Lockett District, stated he has flown the American flag since June 22, 2019; the original one was 72 square feet and has been replaced with a new one, due to the older one starting to show wear. He said he received a letter from the County for non-compliance. Mr. Amos said in 2019 when he installed the pole, there was no permit required. He requested the American flag be exempt from any sign restriction.

Rex Williams, Lockett District, thanked the Board for their service to the County. He then questioned the need for an emergency ordinance for flagpole size; he stated the Supreme Court does not recognize the size of the American flag. He said he feels there should be no regulation; the only regulation that the Supreme Court recognizes is if it would cause traffic problems or if it would be a safety hazard to people where it is placed. He said the Board needs to reconsider this ordinance.

Supervisor Watson stated the Board cannot separate the type of flag; he said the American flag gets no exemption under the current law. He said the Board does not have that right to choose or change the American flag vs. every other flag, but the Board has been told it does not have that right. He said that needs to be clarified.

Jessica Southall, Hampton District, questioned the reason for the 40-square-foot limit on the flag size. She said the American flag is a symbol. She requested the Board to reword or recategorize the American flag. She said her American flag has been flying since November 2020 with no complaints until Friday, and she was not aware of an ordinance regarding the size of any signage or flag. She said the size of the flag is in ratio to the size of the pole; it is an all-weather American flag and is illuminated at night which are the guidelines. She said there is a Freedom to Display the American Flag Act of 2005 that was signed into law by President Bush. She said condominium associations may not adopt or enforce any policy or enter into any agreement that would restrict or prevent a member of an association from displaying the flag of the United States or on a residential property within the association with respect to its members have a separate ownership interest or right to exclusive possession or use. She said this states that if we are not allowed to place policy restrictions on the display of the American flag to specific localities, then why are there restrictions placed on the American flag in Prince Edward County. She then stated there is an American flag painted on the water tower outside of Town limits. She requested an amendment be made to this ordinance to exclude restrictions on the flag of the United States.

A citizen stated he has a wrecker that has an American flag on it with more square footage than the [ones being discussed] and asked if that is okay to remain in the County. Mr. Stanley said it does not apply to flags on vehicles. The gentleman then addressed Supervisor Watson, saying that he understands all flags fall under this [ordinance] but it appears to have targeted the American flag.

Supervisor Watson stated he needs the citizens need to understand what is required of the Board.

Cindy Koether, Lockett District, expressed her concern regarding the transparency in communications with the Board of Supervisors members. She said she did not find email addresses of the members, but noticed a “warning” against contacting Supervisors. She said she feels it is discouraging citizens from contacting their Supervisor.

Supervisor Jenkins stated he had four citizens call him on the phone that morning prior to 10:00 a.m., and he received one email. He said if she has a concern, please call.

Ms. Koether then asked how to find the video recordings of the Board of Supervisors meetings. Mr. Stanley explained where she could find the links on the County’s website.

Supervisor Emert said he does not have an email address, but everyone has his phone number; he announced his number to the audience, adding that it is on the County's web site. He said that as a servant [of the County], they are not to be up-to-date on technology. He asked that anyone that wishes to contact him may do so by telephone.

Chairman Gilliam stated the Board web page has contact information with a general email; he said he also has a general email at his business. He stated his cell phone is on 24-hours a day, and he will call back.

Supervisor Jones thanked the citizens for their input. He said the Board cannot single out the American flag to give it special treatment, and the citizens want the American flag treated separately. He said he said we have to be careful about state-sponsored special treatment as it could be dangerous. He agrees and hopes that we never see the day when fines [are placed] for being too patriotic or flying American flags that are too big, but there have been five notices sent out for out-of-compliance violations, and 80% dealt with American flags. He said there are Zoning guidelines that give guidance to maximum structure heights which includes flag poles, and this additional limitation on flag size is excessive. He said let the flag pole determine the size of the flag. He asked the Board to vote if American citizens can fly an American flag on their private property as they see fit.

Supervisor Jones made a motion to amend County ordinance, Section 3-104.1(b), repealing the line which reads "The maximum area for a flag is 40 square feet," deleting said line as emergency ordinance pursuant to Code of Virginia Section 15.2-1427.

Supervisor Watson stated no one said anything wrong, but if the Board is not allowed to differentiate the American flag from whatever else, do the citizens want an unlimited size of any flag of any flag or sign they dislike the most from their neighbors' [property].

Discussion followed.

Chairman Gilliam stated he tries to be fair to everyone; he said the Board does not want anyone encroaching on anyone else. He said the Board needs to study the motion to make sure it is correct.

Supervisor Emert made a substitute motion to table the issue until the June meeting in order to do research on the topic. Following some discussion, Supervisor Emert rescinded his motion.

Supervisor Emert then seconded Supervisor Jones' motion amend County ordinance, Section 3-104.1(b), repealing the line which reads "The maximum area for a flag is 40 square feet," deleting said line as emergency ordinance pursuant to Code of Virginia Section 15.2-1427.

Mrs. Terri Atkins Wilson, County Attorney, stated it may need to be discussed in closed session due to current litigation.

Following further discussion, Supervisor Townsend made a substitute motion, seconded by Supervisor Cooper-Jones, to table the issue until the June Board meeting; the motion carried:

|      |                       |      |                   |
|------|-----------------------|------|-------------------|
| Aye: | Pattie Cooper-Jones   | Nay: | J. David Emert    |
|      | Llew W. Gilliam, Jr.  |      | E. Harrison Jones |
|      | Victor "Bill" Jenkins |      |                   |
|      | Odessa H. Pride       |      |                   |
|      | Jerry R. Townsend     |      |                   |
|      | Cannon Watson         |      |                   |

In Re: Board Comments

Supervisor Emert thanked everyone for coming; he said he knows this is going to be a difficult issue to figure out. He said without the citizen's input, there is a lot the Board members don't know.

Supervisor Townsend thanked everyone for their input, and that there should be resolution at the next Board meeting.

Supervisor Pride said that by the fact that the Board wants to discuss this issue, the Board has listened to the citizens in a passionate manner is important. She thanked all for coming and stated this issue has merit.

Supervisor Cooper-Jones said they have heard the comments made, the Board will research and do what is proper for the County. She wished all mothers a Happy Mother's Day.

Chairman Gilliam said he is glad to see so many citizens and thanked them for their input; he added that if the citizens call the Courthouse looking for a Board member, staff will find them. He added the Board members are happy to discuss anything the citizens find wrong.

In Re: Community Partner Updates

Larry Stimpert, Ph.D., President of Hampden-Sydney College, presented a brief history of the founders of Hampden-Sydney College and statistics regarding the students, stating that they have provided nearly 20,000 volunteer hours of service to the community in the past year, which is impressive considering they have a student base of less than 1,000 students on campus. He said the academic year is concluding with the commencement ceremonies, with Neil deGrasse Tyson as Commencement Speaker. He stated Hampden-Sydney College wants to be a partner in education; they currently offer a High School Education program which allows students to take free courses. He said

there have been students take up to a year's worth of college credit at Hampden-Sydney College. He said this free program is open to both men and women in the community. Dr. Stimpert then said their library is an excellent resource as a reference library, and other opportunities include the Atkinson Museum with revolving exhibitions. He added that also on offer are lectures, programs, concerts, art exhibitions, summer sports camps, and sports events, and all are free.

Ken Copeland, Jr., Vice President for Business Affairs & Finance, Hampden-Sydney College, presented information on Hampden-Sydney College, which boasts approximately 300 employees. He thanked Mr. Robert Love, Director of Planning & Community Development and Mr. Phillip Moore, Building Official, for all their help in the construction and renovations ongoing at the College. He also thanked the IDA for their assistance.

Chairman Gilliam said he toured the Science Building; he said it is very nice.

Taylor Reveley, IV, President of Longwood University, stated Prince Edward County is the nation's first two-college community, which the General Assembly officially declared about seven years ago. He said that in 1975, his grandfather was president of Hampden-Sydney College. He said Longwood University has just under 1,000 employees and has approximately 4,500 students. He stated college enrollments were stable and now there are more graduate students but undergraduate enrollment is strong. He thanked the Board on their work on funding the [Prince Edward County] schools, adding that it will do lasting good. President Reveley said progress is being made on the construction and is on schedule, with substantial completion expected this summer. He said the Center will seat between 3,000-4,000 people.

Chairman Gilliam questioned the maximum enrollment; President Reveley said the 5,000 [enrollment] mark is good.

Scott Davis, LP.D., Town of Farmville Manager, reported the Town Council will meet May 10 with a topic of the 2023-2024 Town Budget. He stated the General Fund is just over \$14 million, the Street Maintenance Fund is approximately \$1.8 million, Water Fund is approximately \$3.8 million, Sewer Fund is \$2.7 million, Transportation Fund is \$1.1 million, the Airport is \$1.2 million, with a total budget of \$25.2 million. He said a slight increase is projected over the next year in variable revenues. He said the Town continues to provide competitive salaries and benefits, funding CIP projects, and continuing to reduce the debt service. He stated the Town continues to enhance the fire department by adding one additional paid position in the coming year's budget and have applied for a Safer Grant for three full-time positions as well. He said the federally funded Safer Grant, if approved, will provide three

additional full-time positions for three years; they should hear sometime between June and September. He stated the Town supports PEVRS by providing maintenance and fuel in addition to maintaining the grass and areas around the building. He said the Town assists and supports the Farmville Downtown Partnership. Mr. Davis said the paving projects will begin on May 22 and will cover several streets. He said this is a \$930,000 investment in the Town. Mr. Davis stated new playground equipment is being installed at the park by the Library, and a splash-pad will be installed at Lion's Park in the August/September time-frame. He said the Planning Commission and Town Council are continuing to study the development of the Planned Unit Development Ordinance, which could assist in offering diverse styles of affordable housing and hope to draw economic development from a standpoint of shopping and restaurant opportunities. Mr. Davis said the Town Police Department has completed the transition to the P25 Radio System; he said they are in conversation with the County in looking at using the trunking system.

Mr. Davis said the Town held their Spring Clean-up, held later this year to help the landlords and students moving out. He said they are currently working on an assessment of the water meters to see if it will be cost-effective to go to a RFI System which would allow the meter-readers to ride by and read the meters for the citizens. He added that work will begin with Hurt & Proffitt on an asset management plan for water and sewer infrastructure, to study the replacement of aging pipes.

In Re: Consent Agenda

On motion of Supervisor Emert, seconded by Supervisor Jones, and carried:

|      |                       |      |      |
|------|-----------------------|------|------|
| Aye: | Pattie Cooper-Jones   | Nay: | None |
|      | J. David Emert        |      |      |
|      | Llew W. Gilliam, Jr.  |      |      |
|      | Victor "Bill" Jenkins |      |      |
|      | E. Harrison Jones     |      |      |
|      | Odessa H. Pride       |      |      |
|      | Jerry R. Townsend     |      |      |
|      | Cannon Watson         |      |      |

the Board accepted the March 2023 Treasurer's Report; the minutes of the meetings held April 11, 2023, April 18, 2023 and April 25, 2023; Accounts and Claims, Board Mileage Sheets; and Salaries.

**Prince Edward Treasurer's Report - March 2023**

| <b>Name of Bank</b>           | <b>Ref #</b> | <b>Int. Rate</b> | <b>Bank Balance</b> | <b>Available Balance</b> |
|-------------------------------|--------------|------------------|---------------------|--------------------------|
| Benchmark Pooled Fund Account | 7654         |                  | \$19,299,237.18     | \$19,299,237.18          |
| Benchmark Social Services     | 9746         |                  | \$245,706.44        | \$245,706.44             |
| Benchmark School Fund         | 3352         |                  | \$2,208,211.38      | \$2,208,211.38           |
| Benchmark Food Service        | 3742         |                  | \$614,225.25        | \$614,225.25             |
| <b>TOTAL</b>                  |              |                  |                     | <b>\$22,367,380.25</b>   |

\*Note: School Fund and Cafeteria Fund balances shown above are estimated balances.

| <b>Certificates of Deposit</b>     |      |      |                |                                      |
|------------------------------------|------|------|----------------|--------------------------------------|
| Benchmark                          | 0994 | 1.00 | \$122,584.08   |                                      |
|                                    | 0995 | 1.00 | \$122,584.08   |                                      |
| Recreation Fund                    | 0998 | 0.50 | \$17,529.72    |                                      |
| Benchmark 5 Yr CD-letter of credit | 0632 | 1.00 | \$663,114.32   | \$925,812.20                         |
| Benchmark Investment Acct          | L796 | 3.35 | \$2,457,133.19 | \$2,457,133.19                       |
| Farmers Bank                       | 2465 | 0.50 | \$110,040.90   |                                      |
|                                    | 2466 | 0.50 | \$110,040.90   |                                      |
| Underground Storage                | 2478 | 0.60 | \$22,973.65    |                                      |
|                                    | 2501 | 2.09 | \$2,248,691.19 |                                      |
|                                    | 3418 | 3.75 | \$2,500,000.00 |                                      |
|                                    | 3419 | 3.35 | \$2,520,827.78 | \$7,512,574.42                       |
| <b>TOTAL</b>                       |      |      |                | <b><u>\$10,895,519.81</u></b>        |
| <b>GRAND TOTAL</b>                 |      |      |                | <b><u><u>\$33,262,900.06</u></u></b> |

In Re: Highway Matters

VDOT Resident Engineer, Scott D. Frederick, P.E., will not be in attendance at the May meeting. Staff will record any highway matters and share them with VDOT.

Additionally, as the Board will recall, the FY 24-29 Six-Year Plan will remain unchanged from the current Six-Year Plan. VDOT has indicated that due to funding limitations and escalating costs, no new roads are being added to the Six-Year Plan this year. The Board will still have to authorize a public hearing on the draft FY 24-29 Six Year Plan and FY 24 Construction Program.

Chairman Gilliam stated that by Hendricks Grocery on Pin Oak Road, going towards Prospect, the State Route number sign is laying in the ditch; he said you can see it from Five Forks Road towards Prospect.

Supervisor Townsend made a motion, seconded by Supervisor Emert, to authorize a public hearing to be held on the FY 2024-2029 Six-Year Plan and FY 2024 Construction Program for Prince Edward County for the June 13, 2023 Board meeting; the motion carried:



Aye: Pattie Cooper-Jones  
J. David Emert  
Llew W. Gilliam, Jr.  
Victor "Bill" Jenkins  
E. Harrison Jones  
Odessa H. Pride  
Jerry R. Townsend  
Cannon Watson

Nay: None

In Re: Public Hearing – Special Use Permit, Norvell Signs

Chairman Gilliam announced that this was the date and time scheduled for a public hearing to receive citizen input prior to considering a request by Norvell Signs on behalf of Prince Edward County Public Schools for a Special Use Permit to replace three existing signs at the Prince Edward County Elementary, Middle and High Schools with electronic signs on Tax Map Parcel 051-8-2 and 051-A-37 on Zion Hill Road, Farmville, Virginia. Notice of this hearing was advertised according to law in the Wednesday, April 26, 2023, and Wednesday, May 3, 2023 editions of THE FARMVILLE HERALD, a newspaper published in the County of Prince Edward.

Mr. Love stated The County has received an application for a Special Use Permit from Norvell Signs on behalf of Prince Edward County Public Schools to replace three existing signs at the Prince Edward County Elementary, Middle, and High Schools with electronic signs on Tax Map Parcels 051-8-2 and 051-A-37 on Zion Hill Road, Farmville, VA. These parcels are zoned A-2, Agricultural Residential and electronic signs require approval of a Special Use Permit.

The Planning Commission held a public hearing on May 20 2023; no one spoke in opposition of the application and the County has received no correspondence opposing the request. The Planning Commission recommended approval with conditions, forwarding the request to the Board of Supervisors for Public Hearing. A list of updated Potential Conditions as recommended by the Planning Commission were presented to the Board for review.

Chairman Gilliam opened the public hearing.

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

Supervisor Emert made a motion, seconded by Supervisor Townsend, to approve the Special Use Permit request by Norvell Signs to replace the existing signs at the Prince Edward County Elementary, Middle, and High Schools with electronic signs with the following conditions; the motion carried:

Aye: Pattie Cooper-Jones  
J. David Emert  
Llew W. Gilliam, Jr.  
Victor "Bill" Jenkins  
E. Harrison Jones  
Odessa H. Pride  
Jerry R. Townsend  
Cannon Watson

Nay: None

**Special Use Permit – Norvell Signs**  
**Tax Parcel Map #: 05-8-2 and 051-A-37**  
**POTENTIAL 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 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 3/16/2023 are hereby made part of these development conditions.
2. Final sign permit zoning and building permit applications for the three (3) electronic signs shall be submitted to the Planning and Community Development office for final review and approval pursuant to Appendix B of the Prince Edward County Code (Zoning) and Chapter 18 of the Prince Edward County Code (Buildings and Building Regulations).

**GENERAL**

3. All landscaping around signs 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.
4. No sign shall be may be located within VDOT right-of-way or impede sight distance.
5. Site signage shall be limited to Freestanding type, as specified in Appendix B – Zoning, 2.1300.5(H)(3).
6. Sign installation shall be in conformance with all applicable provisions of federal, state, and local statues and regulations.
7. Any sign lighting shall be designed and installed so as to minimize glare onto adjoining properties or any public access road.
8. 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.
9. 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 – School CARES ACT Budget

Chairman Gilliam announced that this was the date and time scheduled for a public hearing to receive citizen input prior to considering amendments to the FY 2023 County Budget and FY 2023 County School Budget and Accept the Distribution of \$949,999.64 of Federal Coronavirus Relief Funds. Notice of this hearing was advertised according to law in the Wednesday, April 26, 2023, and Wednesday, May 3, 2023 editions of THE FARMVILLE HERALD, a newspaper published in the County of Prince Edward.

Mrs. Cheryl Stimpson, Director of Finance, stated that as the Board is aware, the Prince Edward County Public Schools has received a total of \$949,999.64 of additional CARES Act Funds for the 2022-2023 school year.

Prior to the expenditure and in accordance with 15.2-2507 of the *Code of Virginia*, the Board will hold a public hearing to increase the FY23 County and School Budgets, to accept the distribution of federal funds and to appropriate the funding to the FY23 County and School Budgets.

Chairman Gilliam opened the public hearing.

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

Supervisor Cooper-Jones made a motion, seconded by Supervisor Pride, to increase the FY23 County Budget and FY23 School Budget by \$949,999.64 and appropriate the same funds to enable the expenditure of the CARES Act Funds; the motion carried:

|      |                       |      |      |
|------|-----------------------|------|------|
| Aye: | Pattie Cooper-Jones   | Nay: | None |
|      | J. David Emert        |      |      |
|      | Llew W. Gilliam, Jr.  |      |      |
|      | Victor "Bill" Jenkins |      |      |
|      | E. Harrison Jones     |      |      |
|      | Odessa H. Pride       |      |      |
|      | Jerry R. Townsend     |      |      |
|      | Cannon Watson         |      |      |

In Re: Department Updates

Kimberly Allen, Director, Department of Social Services, presented an update to the Board of Supervisors, stating there will be many changes to benefits as the emergency has passed; she said things are getting back to normal. She said the mandatory education/employment programs that assist with the transition to self-sufficiency are being reinstated and the extra allotments are ending at the end of May.

Mrs. Allen said that February was the end of the emergency allotments relating to the Supplemental Nutrition Assistance Program; she said that over the three years of the pandemic, Prince Edward County's February issuance, which was the last month of the emergency benefits, provided \$1,017,000, and there was a 45% decrease in March's allotment, down \$563,000. The recipients of the program were provided advance notice; the workers were educated in all of the community resources that would meet nutritional needs that families and individuals would face, knowing the program was scaling back. She stated that in April, the continuous enrollment for Medicaid ended and there is the task of doing 1,700 renewals over the next 12 months. She said the state provided training and resources to accomplish this schedule. In July, the work requirement for able-bodied recipients with dependents returns to 80 hours per month to qualify for SNAP.

Mrs. Allen reported that with their service programs, prevention has the most focus over the past 12 months. She said they average 40 cases per month, with workers going into homes, every month, meeting with families and addressing their needs. She said there is grant funding to provide goods and services for adults and children.

Mrs. Allen said the Child Abuse Prevention month in April provided the training program to 94 participants. She said May is Adult Abuse Prevention Month, and National Foster Care Month; these are two areas that don't get the attention that Child Abuse Prevention does but are no less important.

Mrs. Allen said in collaboration with CareerWorks, they hosted a job fair with over 30 employers present and 115 job seekers came through. She said currently, Social Services has four vacant positions.

Supervisor Jones asked how many children are in foster care; Mrs. Allen stated currently there are four in foster care.

Chelsey White, Economic Development and Tourism Director, presented her report:

- Participated in the VEDP Business Retention Meeting where VEDP led a meeting with businesses to better understand what is going well and what they may be struggling with. Some areas that are covered during the meeting included workforce issues, retention, locality-specific challenges, plans for growth, and import/export issues.
- Processed reinvestment grant disbursements (local incentives) – over \$83,000 in reimbursements for taxes paid in tax year 2022 was requested from local companies and paid out by the IDA.
- Participated in the TRRC Roundtable Meeting in Kenbridge where each county representative discussed current drivers of their county's local economy, available industrial sites, and energy infrastructure and opportunities. Met the new Acting Executive Director and the Commonwealth's Secretary of Trade, James E. Campos.
- March and April IDA Meeting update – there was continued interest in the PEC Business Park from commercial developers; the IDA and staff continued to work with prospects.

- Participated in the CRC REDO Working Committee Kickoff Meeting which included a strategic planning session, mission and vision development, and SWOT analysis of the economic environment of our collective region. All partners and localities were represented.
- Access Road Project update: the project moving along earlier than anticipated and is one month ahead of schedule. On June 1 we anticipate that the stone for the road will be laid down. The ground has been seeded so grass should begin to grow soon.
- Participated in the grant-funded GOVA Region3 Minority Engagement Workgroup. The regional entrepreneurship/innovation implementation grant includes a strong commitment to diversity, equity, and inclusion in programs developed.
- Continued to participate in economic development programs, collaborations, and educational opportunities through regional and state organizations including VEDP, SOVA, Longwood SBDC, RISE, and VEDA.
- April PECTC Meeting update – continued to work on strategic planning/developing defined goals for the organization, wayfinding signage development, and tourism marketing campaigns.
- Held meeting with Hampden-Sydney College history faculty to begin collaborating on activities for the “Virginia 250 - A Revolution of Ideas” campaign that commemorates the adoption of the Declaration of Independence in 1776.
- Launched our tourism campaign titled “A Wonderful Week (END): Wellness, Working Remotely, Working Out” which features the following promotional opportunities:
  - The development of a themed commercial that features our partners which airs on Comcast from May through July in the Lynchburg/Roanoke and Richmond regions.
  - Promotion of crafted itineraries promoting wellness-related tourism assets in the county.
  - 500 gift bags for visitors staying at our partnering lodging providers: Tru by Hilton and Sandy River Retreat
  - Newly developed tourism web pages on the county website.
  - The production of social media content and advertisements on the new Explore Prince Edward County, VA Facebook and Instagram platforms.
  - Accepted applications and held interviews to find a new Marketing Assistant. The new Marketing Assistant was hired on May 2nd.
  - Participated in quarterly Virginia’s Crossroad Meeting held in May. The meeting was hosted at the Hotel Weyanoke.
  - Continued participation in County marketing efforts with Letterpress Communications.
  - Continued to participate in local, regional, and state organizations including THOYA, Virginia's Crossroads, and the Virginia Tourism Corporation in marketing the County's tourism opportunities.
- Recent articles that feature Farmville/Prince Edward County
  - <https://travelaspire.wordpress.com/2023/02/16/20-best-things-to-do-in-farmville-va/>
  - <https://www.onlyinyourstate.com/virginia/best-road-trips-in-virginia/>
  - <https://blog.virginia.org/2018/05/crush-friday-farmville-appomattox/>
  - <https://www.topretirements.com/reviews/virginia/Farmville/>

Mr. Stanley said there are many things coming on the Economic Development front; he said the new Wawa and several other projects are in the works and should go to construction phase this summer.

In Re: Appointments

Mrs. Sarah Elam Puckett, Assistant County Administrator, stated several boards and commissions have upcoming vacancies and/or expiring terms of office in June 2023, as follows:

| APPOINTMENT                                                                                                                             | TERM OF OFFICE | # OF VACANCIES           | CURRENTLY IN OFFICE           |
|-----------------------------------------------------------------------------------------------------------------------------------------|----------------|--------------------------|-------------------------------|
| Local Board of Building Code Appeals                                                                                                    | 5 Years        | 1                        | Parker Terry*                 |
| Poplar Hill Community Development Authority                                                                                             | 2 Years        | 2<br>(Citizen Positions) | John Gantt*<br>Roy R. Yeatts* |
| County Industrial Development Authority                                                                                                 | 4 Years        | 1                        | Edgar Jones*<br>Joyce Yeatts* |
| Social Services Board<br><i>(Position to be filled by resident living in the Hampden-Sydney/Darlington Heights area of the County.)</i> | 4 Years        | 1                        | Karen Schinabeck*             |
| Central Virginia Regional Library Board                                                                                                 | 4 Years        | 1                        | Eunice Carwile                |

\*Eligible for re-appointment.

Supervisor Emert made a motion, seconded by Supervisor Townsend, to authorize the advertisement of the Citizen Volunteer vacancies as outlined for appointments at the June 13, 2023 Board meeting; the motion carried:

|                                                                                                                                                                                                |                  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| <p>Aye:</p> <p>Pattie Cooper-Jones<br/>J. David Emert<br/>Llew W. Gilliam, Jr.<br/>Victor “Bill” Jenkins<br/>E. Harrison Jones<br/>Odessa H. Pride<br/>Jerry R. Townsend<br/>Cannon Watson</p> | <p>Nay: None</p> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|

**In Re: Zoning Ordinance Amendment**

Mr. Robert Love, Director of Planning & Community Development, stated the Prince Edward County Board of Supervisors requested that staff review all existing County Ordinances and provide updates as necessary in order to comply with the Code of Virginia. Therefore, staff reviewed the existing Prince Edward County Zoning Ordinance as well as researched standards utilized by various rural Counties in their Ordinances and the most recent updates in the Code of Virginia.

At the January and February meetings of the Planning Commission, staff presented a Draft Ordinance with new language and description of development standards. Staff has incorporated all recommendations by the Planning Commission into the Zoning Ordinance Amendment. Significant changes include adding new definitions for uses such

as private camping, short-term tourist rental, and adjusting setbacks for accessory structures in order to allow for public safety.

The Planning Commission held a public hearing on March 21, 2023; no one spoke and the County has received no correspondence concerning the proposed amendment. The Planning Commission unanimously recommended approval of the Ordinance Amendment.

A public hearing was held at the April Board of Supervisors regular meeting, where no one spoke concerning the proposed amendment. After Supervisor discussion, the amendment was tabled in order for staff to revise the sections related to Commercial and Non-commercial Kennels. Staff has modified the proposed language to clarify these requirements are for dogs only and reduced setback requirements and clarified that an owner needs only to properly dispose of animal waste. Also addressed in this revision is the clarification of required screening in Section 4-200.15 to remove the word "plantings" due to the fact that this section of the code requires six-foot fence screening. Proposed changes are deemed to be less restrictive and therefore would not require a new public hearing.

Supervisor Townsend made a motion, seconded by Supervisor Cooper-Jones, to approve the Ordinance Amendment and re-ordain Appendix B of the Prince Edward County Code (Zoning) in order to define new uses and to adjust setbacks for accessory structures; the motion carried:

|      |                       |      |      |
|------|-----------------------|------|------|
| Aye: | Pattie Cooper-Jones   | Nay: | None |
|      | J. David Emert        |      |      |
|      | Llew W. Gilliam, Jr.  |      |      |
|      | Victor "Bill" Jenkins |      |      |
|      | E. Harrison Jones     |      |      |
|      | Odessa H. Pride       |      |      |
|      | Jerry R. Townsend     |      |      |
|      | Cannon Watson         |      |      |

In Re: Comprehensive Plan Consulting Contract

Mr. Love stated that by law, the Prince Edward County Planning Commission is charged with the responsibility of preparing and recommending a comprehensive plan to the Prince Edward County Board of Supervisors for adoption.

Section 15.2-2223 of the Code of Virginia requires that, "The local planning commission shall prepare and recommend a comprehensive plan for the physical development of the territory within its jurisdiction and every governing body shall adopt a comprehensive plan for the territory under its jurisdiction. In the preparation of a comprehensive plan, the commission shall make careful and comprehensive surveys and studies of the existing

conditions and trends of growth, and of the probable future requirements of its territory and inhabitants. The comprehensive plan shall be made with the purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the territory which will, in accordance with present and probable future needs and resources, best promote the health, safety, morals, order, convenience, prosperity and general welfare of the inhabitants, including the elderly and persons with disabilities."

The Code also states that, "The comprehensive plan shall be general in nature, in that it shall designate the general or approximate location, character, and extent of each feature, including any road improvement and any transportation improvement, shown on the plan and shall indicate where existing lands or facilities are proposed to be extended, widened, removed, relocated, vacated, narrowed, abandoned, or changed in use as the case may be."

Prince Edward County originally adopted its first comprehensive plan in 1997. The current plan was adopted by the Board of Supervisors on October 11, 2005. Section 15.2-2230 of the Code requires that the Comprehensive Plan be reviewed by the local planning commission to determine whether it is advisable to amend the plan. The County is woefully behind schedule which has been exacerbated by the COVID-19 Pandemic.

Previous Comprehensive efforts have been completed with the assistance of the staff with the Commonwealth Regional Council (CRC). The CRC is currently working on plan updates for Cumberland, Lunenburg, and Charlotte. While the CRC has done a good job in the past, due to the anticipated growth in the community and the potential solar impacts, staff has looked at outside consultants with that specific experience including Summit Engineering (f own of Smithfield, Town of Front Royal, Town of Cape Charles) and The Berkley Group (Richmond County and the Town of Farmville). The review team (Doug, Sarah, Robbie) was particularly impressed with the graphics and plan exempld provided by Berkley. Mr. Stanley said that while he has never used Berkley as a consultant, they come highly recommended by the localities (including Farmville) that were contacted. Their knowledge of Farmville should also prove to be a tremendous benefit.

As proposed, the project would start in October 2023 and be completed in June 2025. The Berkley Group can be procured by riding a cooperative contract with the City of Lexington.

As proposed, the project would include:

- Kickoff Work Session/County Tour
- Branding & Promotions
- Survey
- Public Input Workshop
- Stakeholder Listening Sessions



- Existing Conditions / Baseline Analysis
- Work Sessions
- Drafting
- Mapping
- Comments & Revisions
- Open House/Public Review
- Final Revisions
- Public Hearings

The County has been planning for this project since 2021. The County has the following funding set aside for the project:

\$50,000 included in the FY 2022-2023 budget

\$50,000 included in the FY 2023-2024 draft budget

\$50,000 estimated that will be included in the FY 2024-2025 budget OR Solar Siting agreement funding if one of our solar projects moves forward to construction by that point in time

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***\$150,000 Total***

The Planning Commission, at its meeting on April 20th, unanimously recommended approval of the contract with The Berkley Group.

Supervisor Jones questioned the cost of the project. Mr. Stanley stated the Comp Plan is the guide for the future and will articulate the vision of the citizens. He said future revisions will need minor changes; this is not the place to pinch pennies.

Supervisor Townsend made a motion, seconded by Supervisor Cooper-Jones, to approve the request to approve a contract with The Berkley Group as outlined in the proposal dated March 9, 2023; the motion carried:

|                                                                                                                                                                                                                                                               |                  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| <p>Aye:</p> <p>Pattie Cooper-Jones<br/>         J. David Emert<br/>         Llew W. Gilliam, Jr.<br/>         Victor "Bill" Jenkins<br/>         E. Harrison Jones<br/>         Odessa H. Pride<br/>         Jerry R. Townsend<br/>         Cannon Watson</p> | <p>Nay: None</p> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|

In Re: 2025 Reassessment – Consultant Selection & Contract Award

Mr. Stanley stated Section 58.1-3252 of the Code of Virginia states that, "there shall be a general reassessment of real estate every four years. Any county which, however, has a total population of 50,000 or less may elect by majority vote of its board of supervisors to conduct its general reassessment at either five-year or six-year

intervals." The Board of Supervisors has previously elected to set the reassessment cycle to conduct a general reassessment every four years.

County Administration and the Commissioner of the Revenue's Office continue to recommend that the County continue to conduct a reassessment on a four-year cycle. This is based on a number of points including:

- The reassessment process provides equalization of property values, so that the amount of tax levy to taxpayers is fair and equitable for all.
- Over time, a property's fair market value can increase or decrease. If the real estate tax records do not change with the market, some people could pay too much in property taxes, while others could pay too little. The longer the term between reassessments, the greater the possibility for inequities to taxpayers.
- Annually, the Commissioner of the Revenue's Office provides the Virginia Department of Taxation with all arms-length real estate sales so that a ratio between assessments and market sales can be determined. This ratio (if it drops below about 80%) can affect the County's composite index, which could affect funding for public schools.
- The contractor's proposal is based on a 4-Year reassessment cycle for Prince Edward County as stated in the RFP. Any delay in that schedule could possibly increase the price offered to perform the reassessment.

In 2022, Prince Edward County partnered with the CRC and the counties of Amelia, Buckingham, Cumberland, Charlotte, Nottoway, and Lunenburg to collectively solicit proposals from firms to conduct the individual reassessments for each county. The thought was that by going in together, we may be able to obtain better pricing and increase the number of firms interested in conducting the reassessment.

The Request for Proposals (RFP) was developed with detailed input from the other jurisdictions as to their respective reassessment timelines, etc. The RFP was properly advertised, and copies of the proposal were submitted to firms that have previously worked for the various jurisdictions or that had requested copies of the RFP.

Doug Stanley (County Administrator) participated in the Regional Reassessment Selection Committee. The RFP did not require the County to hire the firm but provided the necessary legal means whereby we can participate in the procurement process.

On October 11, 2022, the Prince Edward County Board of Supervisors approved a resolution that the four-year cycle was best for citizens and the County's position on financial responsibility.

We received three qualified proposals from the following firms:

- Pearson's Appraisal Service, Inc.
- Wampler-Eanes Appraisal Group, Ltd.
- Cowan Services, LLC

The Regional Selection Committee collectively reviewed and evaluated the proposals and interviewed each of the three firms on September 28, 2022. Pearson and Wampler-Eanes were ranked the highest by the Committee

based on the proposal submitted, the interview, and the firm's knowledge, expertise, and qualifications with assessing commercial and industrial properties. Each locality will negotiate and sign its individual contract for the services. Each locality has the ability to contract with either firm.

At this juncture, Mr. Stanley requested the Board approve the proposed contract with Wampler-Eanes Appraisal Group, Ltd. to perform a reassessment for Prince Edward County to be effective January 1, 2025. Under the proposed schedule, field work will commence on or near July 1, 2023. Approval of the contract is necessary in the next few months to allow Wampler-Eanes to plan staffing and logistics to be prepared for the project start. County Attorney Terri Atkins Wilson will review and approve the proposed contract.

As was the case with the last reassessment, Wampler-Eanes Appraisal Group, Ltd. is proposing to not use a County appointed Board of Assessors (BOA). The Code of Virginia provides that every general reassessment of real estate in a city or county shall be made by a professional assessor or a board of assessors of not fewer than three members. In the past it is my understanding that Prince Edward County has not used a Board of Assessors.

The Board will later have to recommend to the Judge the members to the Board of Equalization (BOE). Section 58.1-3370 of the Code of Virginia states that, "The Circuit Court having jurisdiction within each city and each county other than those counties ... in each tax year immediately following the year a general reassessment or annual or biennial assessment is conducted in such city or county, appoint for such city or county a board of equalization of real estate assessments, unless such county or city has a permanent board of equalization appointed according to law." The Board of Equalization hears and gives consideration to such complaints and equalizes such assessments, whether specific complaint be laid or not, if in its judgment, the same be necessary to equalize and accomplish the end that the burden of taxation shall rest equally upon all citizens of the county.

The cost of the reassessment is as follows:

- \$22.95 per parcel (\$15.95 in 2019) - Contractor provided option for a curbside or drive-by review at \$15.95
- Mobile Home assessed as personal property included
- Digital photos included

As a comparison, Pearson quoted a rate of \$23.00 per parcel which does not include a walk-around of each improved parcel.

As part of the contract:

- Wampler-Eanes will furnish adequate clerical/ data entry personnel, provide qualified staff to act as the Board of Assessors on behalf of the County, postage and stationery for mailing, staffing for informational

hearings, assistance for the Board of Equalization (BOE), and 3-years of testimony for appeals from effective date of the reassessment

- The County will be responsible for office space, furniture, and telephone, field sheets/cards/property tax maps, sketches, plats, tax records, data, space for BOE hearings, and all expenses of the Board of Equalization.

The estimated cost to the County based on the current number of parcels and mobile homes is:

| Item                           | Cost          |
|--------------------------------|---------------|
| 14,163 parcels @ \$22.95 =     | \$ 325,040.85 |
| 1,444 mobile Homes (Included)  | \$ 0.00       |
| Digital Photographs (Included) | \$ 0.00       |
| Total                          | \$ 325,040.85 |

This does not include supplies, staff, and BOE salaries that the County is to pay for in the agreement.

\$40,905 currently available in Special Projects

\$55,000 is included in the FY 2022-2023 budget

\$250,000 estimated that will be included in the FY 2023-2024 and FY 2024-2025 budgets

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\$345,905 Total

Supervisor Cooper-Jones made a motion, seconded by Supervisor Emert, to approve the proposed Reassessment Selection Committee recommendation to contract with Wampler-Eanes Appraisal Group, Ltd., for the County’s 2025 General Reassessment, and to authorize the County Administrator to sign a contract with Wampler-Eanes Appraisal Group, Ltd. at a cost of up to \$15.95 per parcel, with a curbside drive-by review of each parcel to be completed; the motion carried:

|                                                                                                                                                                                                                                                                              |                  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| <p>Aye:</p> <ul style="list-style-type: none"> <li>Pattie Cooper-Jones</li> <li>J. David Emert</li> <li>Llew W. Gilliam, Jr.</li> <li>Victor “Bill” Jenkins</li> <li>E. Harrison Jones</li> <li>Odessa H. Pride</li> <li>Jerry R. Townsend</li> <li>Cannon Watson</li> </ul> | <p>Nay: None</p> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|

In Re: Public Hearing & Public Input Period. PPEA Project Final Agreement

Mr. Stanley stated that on December 9, 2021 the Prince Edward County Board of Supervisors accepted the unsolicited proposal of Prince Edward County Infrastructure, LLC (PECI) for the design and construction of a water system serving the County. The Board made a determination to use competitive negotiation in selecting a contractor;

to authorize the County Administrator to post the non-confidential portions of the proposal and advertise for the receipt of competing proposals for a period of not less than 45 days. The County received no competing proposals.

County staff and our selected consultants negotiated an interim agreement with PECI for the development, design and construction of water treatment plant and distribution system consistent with the Design-Builder's proposal and the County's guidelines and procedures concerning the Public-Private Education Facilities and Infrastructure Act of 2002 as adopted by the Board on July 8, 2008.

At its meeting on August 23, 2022, the Board approved the Interim Agreement for the project. Since that time, the County has expended the maximum of \$1 million on the services identified in the agreement.

At this time, PECI has submitted a draft final agreement to the County. Staff has considered the Proposal and has determined with the Board's intent of developing a water supply system it is in the best interest of the County to proceed and establish a 30-day period for public comment. The draft final agreement is being reviewed by our PPEA Legal Counsel - Sharon Pandak (Pandak & Taves, PLLC) and our Engineering consultant-Tom Frederick (Pennoni Engineering). We have their preliminary comments and expect to complete review of the document and recommendations prior to the Board being asked to act on the document. In addition, the County will want to be in a position to approve a contract with the Department of General Services (DGS) for the provision of water to the States three facilities in Nottoway PRIOR to acceptance and approval of the final agreement.

Per Section DC.C of the County's guidelines, 30 days prior to entering into a final agreement the County shall provide an opportunity for public comment. Such public comment shall include a Public Hearing held by the Board of Supervisors.

At this time, staff is asking that the Board, in accordance with Section IX.C. of the County of Prince Edward, Virginia, Guidelines and Procedures for the Public-Private Education Facilities and Infrastructure Act of 2002, as amended, to request public comment on this final agreement for a period of 30 days, commencing May 12, 2023 and provide notice of a special public hearing to be held June 13, 2023 at 7:00 pm.

Between now and the public hearing staff has to have completed its third-party review of the final agreement and have a draft contract for the Board's consideration with DGS.

Following the public hearing, the Board will be requested to go into closed session to receive an update on the project cost and proposed rate structure prior to taking a vote on the final agreement.

Supervisor Jones questioned the status of Nottoway County. Mr. Stanley said the facilities could be served if Nottoway County does not join.

Supervisor Jones made a motion, seconded by Supervisor Cooper-Jones, to authorize a 30-day public comment period and public hearing to receive public comment on the Final Agreement as drafted with Prince Edward County Infrastructure, LLC for Design and Construction of Sandy River Reservoir Water Treatment and Distribution Project; the motion carried:

Aye: Pattie Cooper-Jones  
 J. David Emert  
 Llew W. Gilliam, Jr.  
 Victor "Bill" Jenkins  
 E. Harrison Jones  
 Odessa H. Pride  
 Jerry R. Townsend  
 Cannon Watson

Nay: None

In Re: Appropriations – IDA Reinvestment Grants

The Industrial Development Authority received requests for Reinvestment Grant incentive payments from Hotel Express, Farmville Hotel Partners, and Hotel Weyanoke for 2022. Reinvestment Grants are directly linked to real estate and personal property taxes collected by the County from these entities. The IDA asks the Board to appropriate the funds previously collected to reimburse the IDA for these expenditures.

FY23 BUDGET AMENDMENTS

| Rev/Exp | Fund | Dept  | Object | Description                | Debit       | Credit      |
|---------|------|-------|--------|----------------------------|-------------|-------------|
| 3 (Rev) | 100  | 41050 | 0100   | General Fund Balance       |             | \$82,863.17 |
| 4 (Exp) | 100  | 93000 | 0710   | Transfer to IDA Fund       | \$82,863.17 |             |
| 3 (Rev) | 710  | 41050 | 0100   | Transfer from General Fund |             | \$82,863.17 |
| 4 (Exp) | 710  | 81500 | 3389   | Hotel Express PP           | \$8,104.50  |             |
| 4 (Exp) | 710  | 81500 | 3390   | Hotel Express RE           | \$27,469.15 |             |
| 4 (Exp) | 710  | 81500 | 3391   | Tru by Hilton PP           | \$11,177.10 |             |
| 4 (Exp) | 710  | 81500 | 3392   | Hotel Weyanoke RE          | \$23,728.42 |             |
| 4 (Exp) | 710  | 81500 | 3393   | Hotel Weyanoke PP          | \$12,384.00 |             |

Supervisor Cooper-Jones made a motion, seconded by Supervisor Townsend, to approve the FY23 Budget Supplement as presented and appropriate the same funds; the motion carried:

Aye: Pattie Cooper-Jones  
 J. David Emert  
 Llew W. Gilliam, Jr.  
 Victor "Bill" Jenkins  
 E. Harrison Jones  
 Odessa H. Pride  
 Jerry R. Townsend  
 Cannon Watson

Nay: None

In Re: Appropriation – Sheriff’s Department, NRA Grant

The Sheriff’s Department received funds in the amount of \$3,059.00 from the NRA Foundation Grant Program for Project Active Threat Preparedness. The Board is asked to appropriate the funds as follows:

FY23 BUDGET AMENDMENTS

| Rev/Exp | Fund | Dept  | Object | Description         | Debit       | Credit      |
|---------|------|-------|--------|---------------------|-------------|-------------|
| 3 (Rev) | 100  | 18990 | 0032   | NRA Grant – Sheriff |             | \$ 3,059.00 |
| 4 (Exp) | 100  | 31200 | 6025   | NRA Grant           | \$ 3,059.00 |             |

Supervisor Cooper-Jones made a motion, seconded by Supervisor Emert, to approve the FY23 Budget Supplement as presented and appropriate the same funds; the motion carried:

Aye: Pattie Cooper-Jones  
J. David Emert  
Llew W. Gilliam, Jr.  
Victor “Bill” Jenkins  
E. Harrison Jones  
Odessa H. Pride  
Jerry R. Townsend  
Cannon Watson

Nay: None

In Re: Appropriation – Animal Control, Donations

Animal Control received donations totaling \$1,065.00 towards the care of boarded animals. The Board is asked to appropriate the funds as follows:

FY23 BUDGET AMENDMENTS

| Rev/Exp | Fund | Dept  | Object | Description          | Debit       | Credit      |
|---------|------|-------|--------|----------------------|-------------|-------------|
| 3 (Rev) | 100  | 18990 | 0003   | AC Gifts & Donations |             | \$ 1,065.00 |
| 4 (Exp) | 100  | 35100 | 6014   | Other (Donations)    | \$ 1,065.00 |             |

Supervisor Cooper-Jones made a motion, seconded by Supervisor Emert, to approve the FY23 Budget Supplement as presented and appropriate the same funds; the motion carried:

Aye: Pattie Cooper-Jones  
J. David Emert  
Llew W. Gilliam, Jr.  
Victor “Bill” Jenkins  
E. Harrison Jones  
Odessa H. Pride  
Jerry R. Townsend  
Cannon Watson

Nay: None

In Re: Appropriation – Sheriff’s Department, State & Federal Funds

The Sheriff’s Department received Federal and State grant funding totaling \$21,522.03. Each grant is designated to a specific purpose as required and reported. The Board is asked to appropriate the funds as follows:

FY23 BUDGET AMENDMENTS

| Rev/Exp | Fund | Dept  | Object | Description                | Debit       | Credit      |
|---------|------|-------|--------|----------------------------|-------------|-------------|
| 3 (Rev) | 100  | 33010 | 0012   | Bullet-Proof Vests Grant   |             | \$ 9,654.57 |
| 3 (Rev) | 100  | 33010 | 0013   | Byrne JAG Grant (LOLE)     |             | \$4,539.00  |
| 3 (Rev) | 100  | 24040 | 0034   | Occupant Protection Grant  |             | \$ 1,310.40 |
| 3 (Rev) | 100  | 24040 | 0044   | DMV Speed Grant            |             | \$ 1,310.40 |
| 3 (Rev) | 100  | 24040 | 0045   | DMV Alcohol Grant          |             | \$ 1,797.33 |
| 4 (Exp) | 100  | 31200 | 1206   | Salaries & Wages – OP      | \$ 1,310.40 |             |
| 4 (Exp) | 100  | 31200 | 1200   | Salaries & Wages – Speed   | \$ 4,220.73 |             |
| 4 (Exp) | 100  | 31200 | 1203   | Salaries & Wages – Alcohol | \$ 1,797.33 |             |
| 4 (Exp) | 100  | 31200 | 6010   | Police Supplies            | \$ 9,654.57 |             |
| 4 (Exp) | 100  | 31200 | 1202   | Salaries & Wages – OT      | \$ 4,539.00 |             |

Supervisor Emert made a motion, seconded by Supervisor Townsend, to approve the FY23 Budget Supplement as presented and appropriate the same funds; the motion carried:

Aye: Pattie Cooper-Jones  
 J. David Emert  
 Llew W. Gilliam, Jr.  
 Victor “Bill” Jenkins  
 E. Harrison Jones  
 Odessa H. Pride  
 Jerry R. Townsend  
 Cannon Watson

Nay: None

In Re: Appropriation – Clerk of Court, Technology Trust Funds

The Clerk of Circuit Court has requested \$4,548.40 from the State Compensation Board as reimbursement from the Technology Trust Fund (TTF) that has been collected in Prince Edward County. The funds will be used to pay for Records Management Maintenance and Secured Remote Access Systems.

FY23 BUDGET AMENDMENTS

| Rev/Exp | Fund | Dept  | Object | Description            | Debit       | Credit      |
|---------|------|-------|--------|------------------------|-------------|-------------|
| 3 (Rev) | 100  | 23000 | 0080   | Technology Trust Funds |             | \$ 4,548.40 |
| 4 (Exp) | 100  | 21600 | 5880   | Technology Trust Funds | \$ 4,548.40 |             |

Supervisor Townsend made a motion, seconded by Supervisor Jones, to approve the FY23 Budget Supplement as presented and appropriate the same funds; the motion carried:



Aye: Pattie Cooper-Jones  
 J. David Emert  
 Llew W. Gilliam, Jr.  
 Victor "Bill" Jenkins  
 E. Harrison Jones  
 Odessa H. Pride  
 Jerry R. Townsend  
 Cannon Watson

Nay: None

In Re: Appropriation – Prince Edward County Public Schools – CARES Act Funding

The Board of Supervisors has received a request from the Prince Edward County School Board to appropriate the state funds described below for a total of \$40,000.00 for the 2022-2023 school year. There is no local match required for this appropriation.

FY23 BUDGET AMENDMENTS

| Rev/Exp | Fund | Dept   | Object | Description        | Debit       | Credit      |
|---------|------|--------|--------|--------------------|-------------|-------------|
| 3 (Rev) | 200  | 033020 | 0101   | School CARES Funds |             | \$40,000.00 |
| 4 (Exp) | 200  | 061000 | 0001   | Instruction        | \$40,000.00 |             |

Supervisor Jones made a motion, seconded by Supervisor Townsend, to approve the FY23 Budget Supplement as presented and appropriate the same funds; the motion carried:

Aye: Pattie Cooper-Jones  
 J. David Emert  
 Llew W. Gilliam, Jr.  
 Victor "Bill" Jenkins  
 E. Harrison Jones  
 Odessa H. Pride  
 Jerry R. Townsend  
 Cannon Watson

Nay: None

In Re: Appropriation – Prince Edward County Public Schools – Federal & State Funds

The Board of Supervisors has received a request from the Prince Edward County School Board to appropriate the federal and state funds described below for a total of \$42,500.00 for the 2022-2023 school year. There is no local match required for this appropriation.

FY23 BUDGET AMENDMENTS

| Rev/Exp | Fund | Dept   | Object | Description                   | Debit       | Credit      |
|---------|------|--------|--------|-------------------------------|-------------|-------------|
| 3 (Rev) | 250  | 033020 | 0079   | Laura Bush Fund for Libraries |             | \$5,000.00  |
| 3 (Rev) | 250  | 024020 | 0123   | CTE Comp Innv Prgm Equip      |             | \$37,500.00 |
| 4 (Exp) | 250  | 061000 | 0001   | Instruction                   | \$42,500.00 |             |

Supervisor Townsend made a motion, seconded by Supervisor Cooper-Jones, to approve the FY23 Budget

Supplement as presented and appropriate the same funds; the motion carried:

|      |                       |           |
|------|-----------------------|-----------|
| Aye: | Pattie Cooper-Jones   | Nay: None |
|      | J. David Emert        |           |
|      | Llew W. Gilliam, Jr.  |           |
|      | Victor "Bill" Jenkins |           |
|      | E. Harrison Jones     |           |
|      | Odessa H. Pride       |           |
|      | Jerry R. Townsend     |           |
|      | Cannon Watson         |           |

In Re: County Attorney Update

Mrs. Terri Atkins Wilson, County Attorney, reported that she worked on a deceased person's remains request for the cremation and attempting to locate the heirs; the Opioid Abatement Settlement payment; the recent court case of Berry vs. Board of Supervisors and working with the General Assembly on the same topic, in which the Court in that area ruled that the Zoning Ordinance was void because it was done during an online public hearing prior to July 2021. She said that during COVID, localities were holding remote meetings.

In Re: County Administrator Update

Mr. Stanley presented his report:

- Mr. Stanley met with the Chamber of Commerce, the PPA Team, VDEM; he said the Prince Edward County Elementary [School] design process is moving forward. He said he met with Farmer's Bank to get additional support for economic development in the community. He said he met with the Pre-Auditor of the Public School System and the Treasurer's Office regarding school finance issues; he had a VACORP insurance meeting last week
- Mr. Stanley said upcoming meetings include the VDOT Lynchburg District Statewide Six-Year Plan meeting in Lynchburg; a VRA Finance meeting on the Sandy River Project; and a Wayfinding Signage Committee meeting on May 30.
- IDA / Rhett Weiss - The IDA has negotiated a marketing agreement with Rhett Weiss of DEALTEK, Ltd. effective May 1<sup>st</sup> to market the HIT Park site. In addition, the IDA has listed the park with Cottonwood Commercial (Rhett is the listing agent) at a sales price of \$4.5 million. Rhett has an extensive background in data center development, having worked for Amazon and others on site development.
- Kinex Broadband Project, as of May 5, has a total of 154 Miles of middle-mile conduit and fiber in Prince Edward County. There were 1,677 passings made with a total of 42 customer installs. They are going to start moving some team members to installs now that the fiber is in place.
- Sandy River/VDH Grant - County staff worked with the CRC to resubmit a grant to the Virginia Department of Health (VDH) for the Sandy River Project. Last year we were unsuccessful. We have reduced the grant request to \$5,000,000 which will hopefully make the project more competitive. Thanks to the CRC staff for their support of this effort.

- Route 460/307 Project – According to VDOT, their paving contractor completed the milling and paving on Route 460/307. This work will result in Rt. 460 being striped per the revised plan by the May 12 completion date.
- Courthouse Cupola – the contractor has completing repair and painting of the cupola; a subcontractor will replace the finials which will complete the project.
- Radiator – the radiator is at the vendor being repaired, the new one should be in place within the next two weeks.

In Re: Closed Session

Supervisor Emert made a motion, seconded by Supervisor Townsend, that the Board convene in Closed Session for consultation with legal counsel regarding the provision of legal advice by such counsel related to properties adjoining the County boundary, pursuant to the exemptions provided for in Section 2.2-3711(A)(8) of the *Code of Virginia*; the motion carried:

|      |                                                                                                                                                                      |           |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| Aye: | Pattie Cooper-Jones<br>J. David Emert<br>Llew W. Gilliam, Jr.<br>Victor "Bill" Jenkins<br>E. Harrison Jones<br>Odessa H. Pride<br>Jerry R. Townsend<br>Cannon Watson | Nay: None |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|

The Board returned to regular session by motion of Supervisor Emert, seconded by Supervisor Cooper-Jones and adopted as follows:

|      |                                                                                                                                                                      |           |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| Aye: | Pattie Cooper-Jones<br>J. David Emert<br>Llew W. Gilliam, Jr.<br>Victor "Bill" Jenkins<br>E. Harrison Jones<br>Odessa H. Pride<br>Jerry R. Townsend<br>Cannon Watson | Nay: None |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|

On motion of Supervisor Emert, and seconded by Supervisor Townsend, and carried by the following roll call vote:

|      |                                                                                                                                                                      |           |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| Aye: | Pattie Cooper-Jones<br>J. David Emert<br>Llew W. Gilliam, Jr.<br>Victor "Bill" Jenkins<br>E. Harrison Jones<br>Odessa H. Pride<br>Jerry R. Townsend<br>Cannon Watson | Nay: None |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|

the following Certification of Closed Meeting was adopted in accordance with the Virginia Freedom of Information Act:

WHEREAS, the Prince Edward County Board of Supervisors convened a closed meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of The Virginia Freedom of Information Act; and

WHEREAS, Section 2.2-3712 of the *Code of Virginia* requires a certification by this Board of Supervisors that such closed meeting was conducted in conformity with Virginia law;

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

Supervisor Townsend announced he will hold a Town Hall meeting, Thursday, [May 11] at 6:00 p.m. at the Meherrin Fire Hall. He invited all to attend.

In Re: Animal Warden's Report

Mr. Adam Mumma, Chief Animal Control Officer, submitted a report for the month of April 2023, which was reviewed and ordered to be filed with the Board papers.

In Re: Building Official's Report

Mr. Phillip Moore, Building Inspector, submitted a report for the month of April 2023, 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 March 2023, which was reviewed and ordered to be filed with the Board papers.

In Re: Tourism and Visitor Center Report

Ms. Chelsey White, Director of Economic Development and Tourism, submitted a report for the months of March 2023 and April 2023, which were reviewed and ordered to be filed with the Board papers.

On motion of Supervisor Emert, seconded by Supervisor Townsend, and adopted by the following vote

|      |                       |           |
|------|-----------------------|-----------|
| Aye: | Pattie Cooper-Jones   | Nay: None |
|      | J. David Emert        |           |
|      | Llew W. Gilliam, Jr.  |           |
|      | Victor "Bill" Jenkins |           |
|      | E. Harrison Jones     |           |
|      | Odessa H. Pride       |           |
|      | Jerry R. Townsend     |           |
|      | Cannon Watson         |           |

the meeting was adjourned at 10:29 p.m.

DRAFT

May 23, 2023

At the special meeting of the Board of Supervisors of Prince Edward County, held at the Town of Farmville Emergency Operations Center, Town Hall, 116 North Main Street, 2<sup>nd</sup> Floor, Farmville, Virginia, thereof, on Tuesday, the 23<sup>rd</sup> day of May, 2023, at 5:30 p.m., there were present:

Board of Supervisors

Pattie Cooper-Jones  
J. David Emert  
Llew W. Gilliam, Jr.  
Victor "Bill" Jenkins  
E. Harrison Jones  
Odessa H. Pride  
Jerry R. Townsend  
Cannon Watson

Farmville Town Council

Sallie O. Amos  
Daniel E. Dwyer  
John Hardy  
Donald L. Hunter  
Thomas M. Pairet  
A.D. "Chuckie" Reid  
Adam Yoelin

Also present: Douglas P. Stanley, County Administrator; Sarah Elam Puckett, Assistant County Administrator, Trey Pyle, Deputy Emergency Management Coordinator; Brian R. Vincent, Farmville Mayor; Dr. C. Scott Davis, Town Manager.

Chairman Gilliam called the special meeting to order as the Joint Meeting with the Farmville Town Council.

Supervisor Townsend presented the invocation and Councilman Reid led the Pledge of Allegiance.

Mayor Vincent stated that at the Council retreats, there was discussion on how to meet with the Board of Supervisors to nurture and cultivate relationships between Prince Edward County and the Town of Farmville, as both bodies endeavor to do good for all in the area.

Chairman Gilliam stated he is glad to see all members in attendance; he said all [Board members] are available by phone, but not all use email.

Mr. Stanley said both he and Dr. Davis entered their respective positions at about the same time, and have committed to working collaboratively on items of mutual interest for the Town and the County. He said they worked together on the Emergency Response Planning, doing a great job not only through the pandemic but also the ice storm. He said the Development Review Committee with the Planning Departments, Building Offices, Public Works and County utilities, have done a good job of being able to meet with respective development clients that have come to the community. He said he and Dr. Davis look for ways to work together that will mutually benefit both the Town and County.

In Re: 2025 County Reassessment

Mr. Stanley reported that last year, the Board switched to a four-year reassessment cycle, because the reassessment process will provide equalization of property values so the amount of the tax levy is fair and equitable to all. Over time, the values increase and decrease, but the shorter cycle will help with less severe increases to our constituents. As part of the process, the County has partnered with the Commonwealth Regional Council (CRC) in the counties of Amelia, Buckingham, Cumberland, Charlotte, Nottoway and Lunenburg to procure reassessment services together. He said the County received three proposals, and the Board has hired Wampler Eanes Appraisal Group, who will complete a walk-around of each property and update digital photographs. They will begin July 1, 2023 and complete by December 31, 2024. The new assessment will go into effect January 1, 2025; both bodies will be required to advertise the equalized rate at the end of the process. Any increase in the real estate rate above that would have to be advertised as a tax increase. He said notices will be sent out about field staff.

In Re: Joint Building Inspection Concept

Dr. Scott Davis, Town Manager, said questions were raised regarding a shared building inspector. He stated with Phillip Moore transferring from the Town to the County staff, he has a good perspective on the inspection load. He said currently, two days a week are ample for Town inspections. He said what is not covered are things that a building official did not train to do, such as local code enforcement and are not in the Building Inspection purview. He said the Town could budgetarily hire a part-time code enforcement officer to do those things.

Mr. Stanley stated that since Mr. Moore came to the County, he has performed inspections for the Town on Tuesdays and Thursdays. He said this is an advantage with consistency; he said contractors and developers don't always know where the County/Town lines are. He said this presents a great opportunity for the County and Town to work together and given the current permit load, Mr. Moore can handle this. Mr. Stanley said the County may need to add some resources, but the idea of dropping the non-building official duties is sound. He said the Town and County will work on a formal Memorandum of Understanding (MOU) on the shared Building Inspector.

Mr. Stanley said they are both looking at a new software package for building inspections which is more user-friendly and will allow citizens and contractors to apply for and pay for permits online; Mr. Moore can use an iPad in the field and upload an inspection approval to the permit holder. This will also alleviate the use of paper and decrease the time that it takes to report approved inspections.

Dr. Davis said the Town and County systems would be separate but could be linked and can be [accessed by] both County and Town [building departments].

Mr. Moore stated the opportunity to improve our technology through software would be a lot more efficient; he said there is some redundancy with handling paper. He said this would also provide an opportunity to build on what is in place. Mr. Moore said there is mention of property maintenance in the Building Code for unsafe housing; this would need to be addressed. Mr. Moore added there have been no substantial complaints [regarding his split time]. He said he will continue to do what he can to accommodate emergency situations.

Dr. Davis stated they will look into a part-time position to do local code enforcement.

Mayor Vincent stated he appreciates Mr. Moore's willingness to bridge the gap with the shared position.

In Re: Sandy River Water Project Update

Mr. Stanley stated the County has been looking at the Sandy River Reservoir as a potential water source for the community for the past 50 years. He said in May 2022, the Department of General Services and Prince Edward County executed a Memorandum of Understanding (MOU) to work collaboratively towards providing a solution for adequate water supply for the design and engineering for the Sandy River Project to provide water to the State facilities in Nottoway County, including the Nottoway Correctional Center, the Piedmont Geriatric Hospital, and the Virginia Center for Behavioral Rehabilitation. He said that in August of 2022, the Board entered into an interim PPEA Agreement with Prince Edward County Infrastructure for construction of the facility and a pipeline to the Prince Edward County/Nottoway County line. Once the facility is constructed, it would provide a water source for the County to develop our Data Center Park, provide a water supply to The Manor, Hampden Sydney College, provide a drought-resistant back-up water supply for the Towns of Farmville and Crewe, and provide a long-term source to meet the



needs of the County for the next 50+ years. Mr. Stanley said most localities would love to have potentially an eight-million-gallon per day water source for economic development; as proposed, the project will require a substantial lift from taxpayers of Prince Edward County, but just as in the 1970s when the County issued a few bonds with the development and construction of the Reservoir, we look at it as a critical investment in the County's future. Mr. Stanley said the County has the opportunity to fund a significant portion of the project with revenue from that sales contract and subsidize part of the rest. He said the County will work through this process in the next few months, and the 15-year permit is being renewed for the facility. He said this is a "use it or lose it" situation to someone downstream. He added that this is the County's best option to utilize the water source, build the plant, have a customer base in Nottoway which will provide the area with a significant water source to drive economic development and also hedge against a future drought scenario which would put the Town and citizens in jeopardy. This would provide the ability to interconnect the systems to use as back-up source for the Town.

Mr. Hardy asked for clarification on the "eight million gallon per day" terminology; Mr. Stanley said that is a safe yield to pull out and not affect the downstream flow.

In Re: Emergency Communications System Project/Joint Dispatch Concept

Trey Pyle, Deputy Emergency Management Coordinator, presented information regarding the Emergency Radio System project which kicked off last year. He gave an overview of the system that is now 30-32 years old. There are about 20 Public Safety partners using various systems in Prince Edward County and the Town of Farmville, and said the system coverage was at about 50% in some areas, some less. Five other systems include the schools, Public Works, the bus system, Farmville Police Department, Hampden Sydney College, and Longwood University all have their own systems; there is a lot of money being spent to keep multiple systems running without connectivity between them.

Mr. Pyle said there is also a lack of redundancy; he said if Fire/Rescue goes down as it did recently, there is nothing else. He discussed signal strength, operability and inter-operability, and service issues. Mr. Pyle said he worked with a consultant, CTA (Lynchburg), who stated the best option is to put everyone on one regional system. Their recommendation is to go to a UHF P25 Phase 2 Trunked Simulcast System. This would use three tower sites in the County and provide 95% coverage, there would be inter-operability with

every agency within the County and the Town, as well as outside the County. He added the long-term costs would likely be less than to maintain [the current] seven independent systems. He listed the benefits of the new system, highlighting that channels can be added if needed.

Mr. Stanley said the County received a grant to complete the study; Phase 2 will be complete by the end of this year. He said the County is budgeting to push a few fiscal years ahead, assuming that we will do a 12-to-15-year lease/purchase. He said the Town already has radios which can be used.

Mr. Pyle said the equipment and radios currently owned can be used. He said several of our neighbors recently went through the same process - Amelia and Lunenburg will both be using 700mhz systems. This will enable us to talk with those areas also. Some discussion followed.

Mr. Hardy asked about an implementation date. Mr. Pyle said he expects it to be 18-24 months.

Mr. Pyle led a discussion on how the trunked system works.

Discussion then turned to a Regional Emergency Communications Center; he said this would be a joint effort between the County and Town. Currently, all 911 calls come into Town Dispatch first. The dispatcher then will transfer to the appropriate responder. Discussion followed on how quickly the Communications Center could be implemented and where it would be located.

Mr. Reid questioned which project would be best as the starting point. Mr. Pyle said both are necessary but the Dispatch Center should be done first. Discussion followed.

The Board of Supervisors and Town Council were in consensus to continue moving forward with this project.

#### In Re: Prince Edward County Landfill – Permitting and Upgrades

Mr. Stanley stated the County has been bumping up against the 175-ton per day limit; that is a hard limit set by DEQ of how many tons of trash can come across the scale on a particular day. There have been several instances that the County had to [close the landfill for the day]. Starting this year, the County has applied to the DEQ for an increase to 300 tons; he said it was increased from 100 tons to 175 tons just two years ago. Mr. Stanley said the County has requested, in the last week, for temporary approval to cover the current issues. He added the County is preparing to start on the next cell which is an 18-month process to

apply for, submit construction plans, go to bid, get the bids, start and complete construction to accept trash; he said that process is starting this summer.

Mr. Stanley then stated the Properties Committee is looking at the future expansion of the landfill even beyond this cell.

In Re: Fire and EMS Funding

Mr. Stanley asked the cost of a new fire engine. Chairman Gilliam stated a new engine close to \$750,000-\$800,000. Mr. Hardy said the Town recently paid \$935,000 for a new engine; Dr. Davis said it will be delivered in three years. Mr. Stanley noted the additional pressure on the Town and County to support the Volunteer Fire Departments in purchasing new equipment.

Supervisor Jones left the meeting at this time.

Discussion followed regarding the disbursement of funding to the fire departments. Mr. Pyle stated the County funds the departments with donations; he discussed the EMS Tax Levy, fire programs and EMS. He added that the Town covers the insurance and fuel costs for the Farmville Fire Department. Mr. Pyle said that the Four For Life program provides funding; it is derived from vehicle registrations. He said the Tax Levy, which is placed on all personal or real estate property, can only be used by a licensed EMS agency.

Dr. Davis stated the Town also covers the Farmville Fire Department insurance; he added that the Town also covers the Prince Edward Rescue Squad's fuel, maintains around the building and up to a certain level, maintains the vehicles. Discussion followed.

Supervisor Emert said that as a member of the [Public Safety] Committee, he thanked the Town Council has done; it's been a godsend and it is done timely and they do appreciate it.

Mayor Vincent stated that when running for office, he was asked about affordable housing, green space, trails, tourism, and the school system. He said there has been a lot of good press lately.

Mr. Stanley said the Schools just finished the track project at the High School; he said the Board is committed to renovating the Elementary School and is working through the process. The goal is to have the construction documents out to bid this fall. He said the Board continues to try to work with the General Assembly on the sales tax option as a way to help fund that [project]. He said the Board is showing their commitment to move forward on the project. He said a lot of what goes on at the school is under the purview

of the School Board, but the Board of Supervisors does control the purse-strings as far as the investment. Last year, a significant investment was made in the staff and salaries to make it competitive, and this year with the investment in the Capital Improvement Projects.

Mayor Vincent commended the Board on making those efforts; he said he also was on the Hill to advocate for and support the 1% sales tax.

Supervisor Emert stated the citizens hold the Board of Supervisors responsible [for issues at the schools], but clearly in this county, it is up to the School Board. He asked each Council member to go to their member with their issues. Supervisor Emert said it is reported in the newspaper that it is the Board of Supervisor's responsibility and it is not. When they held the community meeting, only seven people showed up for the last Elementary School Design meeting and four of those were Board members, one was Mr. Stanley; he advised everyone to go to their School Board member and get the community involved. He added that if the parents and the School Board are not willing to do their part, nothing will change.

Supervisor Watson said the School Board meetings need to be held in a large enough space and at a time that people can attend.

Mr. Reid asked for the status of the meat packing plant near Germantown Road. Mr. Stanley reported the plant is on Dominion Drive; he said they are working on the final plat and the County Attorney is working on the sales contract. The IDA Board has already approved the sale of land; Mr. Abdus-Sabur has his site plan approved, and is now working on the transfer. Mr. Stanley said Mr. Abdus-Sabur wishes to have it open towards the end of this year. The animals will be brought in alive, do the slaughter but also have a front counter [for retail sales]; it is a USDA Certified facility so they can sell directly to the public. He added the Wawa is going in on the corner, and the IDA is working on the parcel next to the Wawa site; in addition, the Dollar General is coming at Kingsville, and the meat processing facility. He added the parcel in front of Lowe's is under contract. By summer and fall, all of those sites will be under construction. He said the County has contracted with the Berkeley Group for work on the County's Comprehensive Plan.

Mayor Vincent stated opportunity abounds; he said this Board and this Council have to take advantage of the rising tides for the collective better good for the community and the County. He said that can be tourism initiatives or economic initiatives, there is opportunity. He reported construction on the Splash

Park has started and will be ready next summer; summer camp begins next week. Mayor Vincent said the Town Council and Board should hold these meetings more often.

Chairman Gilliam stated as elected officials, we [are tasked with] looking after our community, the people in the community; we talk about it, create a good plan. Discussion followed regarding the next joint meeting date.

Mayor Vincent stated the old Greek word “Sympatheia” means “we are made for each other,” which is a kind of guiding light for him; he said we are all in this endeavor together. He said that too often these roles brandish brash verbiage and it’s not often enough that we sit together and have nice discussions about the future of our locality; he said he appreciates everyone being here and taking the time to do so.

Mr. Reid asked for a status update on the Mary E. Branch Center. Dr. Davis said they applied for an IFR Grant which did not get funded, and that the CRC is seeking other opportunities currently. He said the total cost [for renovation of the Center] is approximately \$5 million; he said the grant was up to \$1 million but they had to come up with a match. Mr. Stanley said that the good news is that we have the updated planning study that tells us the condition of the building. He said he has also asked the CRC to continue looking for grant opportunities. Mr. Stanley said the Board has earmarked a portion of the County’s ARPA funds potentially for the project; these have not yet been used.

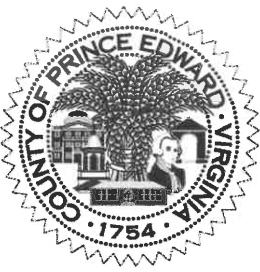
There being no further business before the body, Mayor Vincent declared the Town Council meeting adjourned.

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

|         |                       |      |      |
|---------|-----------------------|------|------|
| Aye:    | Pattie Cooper-Jones   | Nay: | None |
|         | J. David Emert        |      |      |
|         | Llew W. Gilliam, Jr.  |      |      |
|         | Victor “Bill” Jenkins |      |      |
|         | Odessa H. Pride       |      |      |
|         | Jerry R. Townsend     |      |      |
|         | Cannon Watson         |      |      |
| Absent: | E. Harrison Jones     |      |      |

the meeting was adjourned at 7:08 p.m.

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**Board of Supervisors  
Agenda Summary**

**Meeting Date:** June 13, 2023  
**Item #:** 8-c  
**Department:** County Administration  
**Staff Contact:** Crystal Baker  
**Agenda Item:** Review of Accounts & Claims

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**SUMMARY:**

The Bill List, Mileage Reports, and County Attorney Invoices are attached.

**Cost:**

**Attachments:**

**Recommendation:**

**Sample Motion:**

Motion \_\_\_\_\_  
Second \_\_\_\_\_

Cooper-Jones \_\_\_\_\_  
Emert \_\_\_\_\_

Gilliam \_\_\_\_\_  
Jenkins \_\_\_\_\_  
Jones \_\_\_\_\_

Pride \_\_\_\_\_  
Townsend \_\_\_\_\_  
Watson \_\_\_\_\_

| FUND NO. | DESCRIPTION                       | \$\$\$ PAY \$\$\$ |
|----------|-----------------------------------|-------------------|
| 100      | GENERAL FUND                      | \$1,461,476.53    |
| 105      | FORFEITED ASSETS FUND             | \$1,188.86        |
| 135      | PUBLIC/PRIVATE EDUCATION ACT FUND | \$3,332.55        |
| 205      | EMS DISTRICT FUND                 | \$1,356.02        |
| 501      | WATER FUND                        | \$220.37          |
| 502      | SEWER FUND                        | \$8,805.00        |
| 520      |                                   | \$41,645.29       |
| 705      |                                   | \$5,654.72        |
| 741      | PIEDMONT COURT SERVICES FUND      | \$6,165.55        |
|          | TOTAL                             | 1,529,844.89      |



| MAJOR#<br>ACCT#<br>011010 | VENDOR<br>NUMBER<br>BOARD OF SUPERVISORS  | VENDOR<br>NAME                                                                                                                            | INV#                                                                                    | DESCRIPTION                                                                                   | AMOUNT                                                         |
|---------------------------|-------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|----------------------------------------------------------------|
| 3160                      | 25942<br>31980                            | Professional Services<br>PUCKETT FUNERAL HOME INC<br>VEPGA                                                                                | DURAND, JAY A<br>2077                                                                   | CREAMATION<br>FY2024 ASSESSMENT                                                               | 1,075.00<br>179.00<br>1,254.00 *                               |
| 3161                      | 21756                                     | Strategic Planning<br>LETTERPRESS COMMUNICATIONS                                                                                          | 2643                                                                                    | CTY COMM APRIL 23 HR                                                                          | 2,093.75<br>2,093.75 *                                         |
| 3600                      | 15240<br>15240<br>15240<br>15241<br>15241 | Advertising<br>FARMVILLE NEWSMEDIA<br>FARMVILLE NEWSMEDIA<br>FARMVILLE NEWSMEDIA<br>FARMVILLE HERALD<br>FARMVILLE HERALD                  | 129579 16187092<br>129579 1621869<br>129579 1623261<br>222498 1619500<br>222498 1634704 | IT MANAGER<br>HOUSEKEEPER AD<br>PROPOSED BUDGET AD<br>BOS APRIL MEETING<br>BOS MEETING 5/9/23 | 141.33<br>270.38<br>2,064.72<br>430.57<br>381.41<br>3,288.41 * |
| 5530                      | 11250                                     | Travel-Subsistence & Lodg<br>BENCHMARK COMMUNITY BANK                                                                                     | 1563 ADMIN 0523                                                                         | BOS 4/23 MTG MEAL                                                                             | 92.49<br>92.49 *                                               |
| 6011                      | 31351<br>31351                            | Uniforms and Apparel<br>VERNON COMPANY<br>VERNON COMPANY                                                                                  | 2604794 RI<br>2605433 RI                                                                | TUMBLERS<br>GLASSES                                                                           | 1,414.60<br>716.95<br>2,131.55 *                               |
| 6040                      | 31339                                     | ADP Equipment<br>VERIZON WIRELESS                                                                                                         | 242374982 0523                                                                          | CELL PHONE                                                                                    | 583.63<br>583.63 *<br>9,443.83 **                              |
| 012110                    |                                           | COUNTY ADMINISTRATOR                                                                                                                      |                                                                                         |                                                                                               |                                                                |
| 5210                      | 11250                                     | Postal Services<br>BENCHMARK COMMUNITY BANK                                                                                               | 1563 ADMIN 0523                                                                         | PB MAILSTATION                                                                                | 268.32<br>268.32 *                                             |
| 5230                      | 31339                                     | Telecommunications<br>VERIZON WIRELESS                                                                                                    | 242374982 0523                                                                          | CELL PHONE                                                                                    | 90.58<br>90.58 *                                               |
| 5530                      | 11250<br>11250<br>11250<br>11250          | Travel-Subsistence & Lodg<br>BENCHMARK COMMUNITY BANK<br>BENCHMARK COMMUNITY BANK<br>BENCHMARK COMMUNITY BANK<br>BENCHMARK COMMUNITY BANK | 1555 ADMIN 0523<br>1555 ADMIN 0523<br>1563 ADMIN 0523<br>1563 ADMIN 0523                | MIMMO MEAL<br>DOMINION MTG MEAL<br>CTY ADMIN LUNCHEON<br>CTY ADMIN LUNCHEON                   | 16.54<br>72.77<br>126.51<br>13.50<br>229.32 *                  |
| 5810                      | 11250<br>31681                            | Dues & Association Member<br>BENCHMARK COMMUNITY BANK<br>VA LOCAL GOVT MNGT ASSOC                                                         | 1555 ADMIN 0523<br>55588                                                                | AICP/APA MEMBERSHIP<br>VLGWA 23 SUMMER CONF                                                   | 857.00<br>580.00<br>1,437.00 *                                 |
| 6001                      | 10259<br>10259                            | Office Supplies<br>AMAZON CAPITAL SERVICES<br>AMAZON CAPITAL SERVICES                                                                     | 1TRH-DGWP-L9P6<br>17CX-TQCP-NPDG                                                        | CR GFT BG/PAPR/RIBBN<br>BATTERIES                                                             | 41.35-<br>45.96                                                |

| MAJOR#<br>ACCT# | VENDOR<br>NUMBER | VENDOR<br>NAME             | INV#            | DESCRIPTION            | AMOUNT       |
|-----------------|------------------|----------------------------|-----------------|------------------------|--------------|
|                 | 10259            | AMAZON CAPITAL SERVICES    | 17CX-TQCP-NPDG  | POST IT NOTES          | 12.23        |
|                 | 10259            | AMAZON CAPITAL SERVICES    | 17CX-TQCP-NPDG  | STICKY NOTES           | 15.70        |
|                 | 10259            | AMAZON CAPITAL SERVICES    | 17CX-TQCP-NPDG  | MEMORY CARD            | 24.99        |
|                 | 10259            | AMAZON CAPITAL SERVICES    | 17CX-TQCP-NPDG  | HANGING FILE FOLDERS   | 15.29        |
|                 | 10259            | AMAZON CAPITAL SERVICES    | 17CX-TQCP-NPDG  | HARD CANDY             | 21.00        |
|                 | 10259            | AMAZON CAPITAL SERVICES    | 17CX-TQCP-NPDG  | FOLDER WITH POCKETS    | 6.79         |
|                 | 10259            | AMAZON CAPITAL SERVICES    | 17CX-TQCP-NPDG  | ETHERNET ADAPTER       | 31.18        |
|                 | 10259            | AMAZON CAPITAL SERVICES    | 17CX-TQCP-NPDG  | ETHERNET SPLITTER      | 10.99        |
|                 | 10259            | AMAZON CAPITAL SERVICES    | 17CX-TQCP-NPDG  | MEMORY CARD CASE       | 9.99         |
|                 | 10259            | AMAZON CAPITAL SERVICES    | 17CX-TQCP-NPDG  | DISCOUNT               | 3.00         |
|                 | 11250            | BENCHMARK COMMUNITY BANK   | 1563 ADMIN 0523 | LANDFILL TICKETS       | 636.01       |
|                 | 13369            | DIAMOND SPRINGS WATER INC  | 3062 3669847    | WATER COOLER RENT      | 8.95         |
|                 | 13369            | DIAMOND SPRINGS WATER INC  | 3062 3702092    | (2) 5GL WATER          | 19.13        |
| 6012            |                  | Books and Subscriptions    |                 | ACCOUNT TOTAL          | 813.86 *     |
|                 | 11250            | BENCHMARK COMMUNITY BANK   | 1563 ADMIN 0523 | START MEETING          | 44.76        |
|                 | 22211            | RELX INC. DBA LEXIS NEXIS  | 3697496X        | VA LEGSLTV SUMMARY     | 129.83       |
| 6040            |                  | ADP Equipment              |                 | ACCOUNT TOTAL          | 174.59 *     |
|                 | 10259            | AMAZON CAPITAL SERVICES    | 1JNG-NWLM-MD3H  | EPSON DOCUMENT SCANNER | 487.50       |
| 012210          |                  | LEGAL SERVICES             |                 | ACCOUNT TOTAL          | 487.50 *     |
|                 |                  |                            |                 | MAJOR TOTAL            | 3,501.17 **  |
| 3160            |                  | Professional Services      |                 |                        |              |
|                 | 28062            | SANDS ANDERSON PC          | 587044 107766   | BOWMAN ZONING APPEAL   | 4,040.85     |
|                 | 29126            | TERRI ATKINS WILSON PC     | FEB 2023 1052   | LEGAL SERVICES         | 2,350.00     |
| 012220          |                  | PERSONNEL                  |                 | ACCOUNT TOTAL          | 6,390.85 *   |
|                 |                  |                            |                 | MAJOR TOTAL            | 6,390.85 **  |
| 3199            |                  | Purchase of Services       |                 |                        |              |
|                 | 15145            | FADS                       | PECA230430      | DRUG TESTING           | 400.00       |
| 5530            |                  | Employee Recognition       |                 |                        |              |
|                 | 11250            | BENCHMARK COMMUNITY BANK   | 1563 ADMIN 0523 | RETIREMENT PLAQUES     | 391.37       |
| 012240          |                  | INDEPENDENT AUDITOR        |                 |                        |              |
|                 |                  |                            |                 | ACCOUNT TOTAL          | 400.00 *     |
| 3120            |                  | Accountings & Auditing Se  |                 |                        |              |
|                 | 25801            | MARY K EARHART PLLC        | 203719          | PROFESSIONAL SERVICE   | 15,154.52    |
|                 | 28729            | MCGRIFF INSURANCE SERVICES | 18000051726     | ACCT VAL&DISCLOSURE    | 2,500.00     |
|                 |                  |                            |                 | ACCOUNT TOTAL          | 17,654.52 *  |
|                 |                  |                            |                 | MAJOR TOTAL            | 17,654.52 ** |

| MAJOR#<br>ACCT#<br>012310 | VENDOR<br>NUMBER<br>COMMISSIONER OF REVENUE | VENDOR<br>NAME                                         | INV#            | DESCRIPTION                              | ACCOUNT TOTAL | AMOUNT      |
|---------------------------|---------------------------------------------|--------------------------------------------------------|-----------------|------------------------------------------|---------------|-------------|
| 3600                      | 15241                                       | Advertising<br>FARMVILLE HERALD                        | 224939          | FORMS REMINDER                           | 412.14        | 412.14 *    |
| 5540                      | 12749                                       | Travel-Convention & Educa<br>COMMISSIONER OF REV ASSOC | JUNE 23 MEETING | CENTRL DIST MEETING                      | 50.00         | 50.00 *     |
| 5810                      | 12752                                       | Dues & Association Member<br>COMMISSIONER OF REV ASSOC | 2023-2024 DUES  | MEMBERSHIP DUES                          | 365.00        | 365.00 *    |
| 6001                      | 20600                                       | Office Supplies<br>KEY OFFICE SUPPLY                   | 416 CREDIT 0423 | RETURN CANON CRTRDGE<br>BINDERS/WHITEOUT | 99.00         | 99.00 -     |
|                           | 20600                                       | KEY OFFICE SUPPLY                                      | 416 577572      | CANON IMAGECLASS                         | 51.53         | 51.53       |
|                           | 20600                                       | KEY OFFICE SUPPLY                                      | 416 577573      | CANON BLK TONER                          | 699.00        | 699.00      |
|                           | 20600                                       | KEY OFFICE SUPPLY                                      | 416 577598      | CARTRIDGES/STAMP                         | 115.00        | 115.00      |
|                           | 20600                                       | KEY OFFICE SUPPLY                                      | 416 577599      | 2 DRAWER FILE CABINT                     | 182.54        | 182.54      |
|                           | 20600                                       | KEY OFFICE SUPPLY                                      | 416 577600      |                                          | 171.99        | 171.99 *    |
| 012410                    | TREASURER                                   |                                                        |                 | ACCOUNT TOTAL                            | 1,121.06      | 1,121.06 *  |
|                           |                                             |                                                        |                 | MAJOR TOTAL                              | 1,948.20      | **          |
| 5230                      | 11250                                       | Telecommunications<br>BENCHMARK COMMUNITY BANK         | 2777 TREAS 0523 | PAYPAL/PAYFLOW                           | 20.70         | 20.70 *     |
| 5510                      | 11730                                       | Travel-Mileage<br>BRYANT AMY                           | MILEAGE 0523    | TRAVEL MILEAGE                           | 31.44         | 31.44 *     |
| 5810                      | 11015                                       | Dues & Association Member<br>BAI TREASURERS USER GROUP | DUES FY24       | MEMBERSHIP FEES                          | 500.00        | 500.00 *    |
| 6001                      | 10259                                       | Office Supplies<br>AMAZON CAPITAL SERVICES             | 1RFC-7V7R-L3RJ  | HANGING FILE FOLDERS                     | 15.07         | 15.07       |
|                           | 11250                                       | BENCHMARK COMMUNITY BANK                               | 2777 TREAS 0523 | MICROWAVE                                | 128.36        | 128.36      |
|                           | 20600                                       | KEY OFFICE SUPPLY                                      | 433 577174      | CAN AIR/CALCULRT RLS                     | 26.21         | 26.21       |
| 6014                      | 28866                                       | Other Operating Supplies<br>STEPS, INC                 | 17923           | SHREDDING                                | 169.64        | 169.64 *    |
| 6020                      | 13012                                       | DMV Stops<br>DMV                                       | 202312000672    | DMV STOP FEES                            | 53.50         | 53.50 *     |
| 012510                    | INFORMATION TECHNOLOGY                      |                                                        |                 | ACCOUNT TOTAL                            | 2,125.00      | 2,125.00 *  |
|                           |                                             |                                                        |                 | MAJOR TOTAL                              | 2,900.28      | **          |
| 3320                      | 11537                                       | Maintenance Service<br>BAI MUNICIPAL SOFTWARE          | 20230512023     | ANNL MAINT-MULTTP DPT                    | 10,171.42     | 10,171.42 * |
|                           |                                             |                                                        |                 | ACCOUNT TOTAL                            | 10,171.42     | **          |
|                           |                                             |                                                        |                 | MAJOR TOTAL                              | 10,171.42     | **          |

| MAJOR# | ACCT# | VENDOR NUMBER | VENDOR NAME                                         | INV#            | DESCRIPTION           | ACCOUNT TOTAL | AMOUNT      |
|--------|-------|---------------|-----------------------------------------------------|-----------------|-----------------------|---------------|-------------|
| 013100 |       | 24985         | Professional Services<br>OWEN G DUNN CO             | 29932           | L&A TESTING 6/20/23   | 1,975.00      | 1,975.00 *  |
| 3161   |       | 14365         | Election Official<br>EDMENDSON SARAH                | EARLY VOTE 6/23 | ELECT OFF EARLY VTNG  | 990.00        | 990.00      |
|        |       | 22217         | MAXEY RENEE T                                       | ELECTION 0623   | ELECTION OFFICIAL     | 343.13        | 343.13      |
| 5210   |       | 32961         | Postal Services<br>WRIGHT LYNETTE                   | REIMB 0523 1    | EARLY VOTE TRASH CAN  | 10.50         | 10.50       |
|        |       | 32961         | WRIGHT LYNETTE                                      | REIMB 0523 2    | 40PK KEY TAGS         | 5.99          | 5.99        |
|        |       | 32961         | WRIGHT LYNETTE                                      | REIMB 0523 3    | 24 MESH ZIP POUCHES   | 18.99         | 18.99       |
|        |       | 32961         | WRIGHT LYNETTE                                      | REIMB 0523 4    | SHIPPING              | 6.99          | 6.99        |
| 5510   |       |               | Mileage                                             |                 | ACCOUNT TOTAL         | 42.47         | 42.47 *     |
| 5530   |       | 28089         | SCHUMACHER MICHELE                                  | MILEAGE VEBA    | MILEAGE REIMBURSEMENT | 141.48        | 141.48 *    |
|        |       | 28089         | Travel-Subsistence & Lodg<br>SCHUMACHER MICHELE     | HOTEL VEBA      | HOTEL REIMBURSEMENT   | 141.48        | 141.48 *    |
| 013200 |       |               | REGISTRAR                                           |                 | ACCOUNT TOTAL         | 572.85        | 572.85 *    |
|        |       |               |                                                     |                 | MAJOR TOTAL           | 4,064.93      | 4,064.93 ** |
| 5210   |       | 25483         | Postal Services<br>PITNEY BOWES GLOBAL FINAN        | 3317407039      | LEASE MAIL METER      | 156.39        | 156.39 *    |
| 5510   |       | 11733         | Travel-Mileage<br>BRYANT CAITLIN                    | MILEAGE 0423    | MILEAGE TRAINING      | 58.95         | 58.95       |
|        |       | 32961         | WRIGHT LYNETTE                                      | MILEAGE 0423    | MLGE TO REGION MTG    | 67.86         | 67.86       |
|        |       | 32961         | WRIGHT LYNETTE                                      | MILEAGE 0423 3  | MILEAGE TRAINING      | 65.50         | 65.50       |
| 6001   |       |               | Office Supplies                                     |                 | ACCOUNT TOTAL         | 192.31        | 192.31 *    |
|        |       | 20600         | KEY OFFICE SUPPLY                                   | 1275 577720     | CARTRIDGES            | 847.86        | 847.86      |
|        |       | 20600         | KEY OFFICE SUPPLY                                   | 1275 577999     | ENV/PRP CLPS/BINDERS  | 105.26        | 105.26      |
|        |       | 20600         | KEY OFFICE SUPPLY                                   | 1275 578410     | MARKERS/GLUE/PAPER    | 108.68        | 108.68      |
|        |       | 22910         | MOUNTAIN CREEK SIGNS                                | 1512            | SIGN ELECT CHANGE     | 32.00         | 32.00       |
|        |       | 24985         | OWEN G DUNN CO                                      | 29840           | BALLOTS               | 1,762.61      | 1,762.61 *  |
| 021100 |       |               | CIRCUIT COURT                                       |                 | ACCOUNT TOTAL         | 2,856.41      | 2,856.41 ** |
|        |       |               |                                                     |                 | MAJOR TOTAL           | 3,205.11      | 3,205.11 ** |
| 3161   |       | 12302         | Records Pres Grant Archiv<br>CLERK OF CIRCUIT COURT | CWWARTHEN556    | CCRP GRANT 2023FY081  | 28,184.00     | 28,184.00 * |
| 6001   |       | 20600         | Office Supplies<br>KEY OFFICE SUPPLY                | 8868 577089     | TONER                 | 160.37        | 160.37      |

| MAJOR#<br>ACCT# | VENDOR<br>NUMBER<br>NAME                                                                                                                                                                                                    | INVOICE#                                                                                              | DESCRIPTION                                                                                                             | AMOUNT                                                                      |
|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| 6030            | 28587 SOUTHERN COPIER<br>Non-Capital Equipment                                                                                                                                                                              | 8868 577439<br>8868 577718<br>8868 577719                                                             | TABS<br>COPY PAPER<br>COFFEE/WTR/SOAP/CLNR                                                                              | 7.52<br>48.99<br>74.06<br>290.94 *                                          |
|                 |                                                                                                                                                                                                                             | 230426-0029                                                                                           | ANNUAL PERIOD CHARGE                                                                                                    | 325.00<br>325.00 *<br>28,799.94 **                                          |
| 021200          | GENERAL DISTRICT COURT                                                                                                                                                                                                      |                                                                                                       |                                                                                                                         | ACCOUNT TOTAL                                                               |
| 3160            | Professional Services<br>13369 DIAMOND SPRINGS WATER INC<br>13369 DIAMOND SPRINGS WATER INC                                                                                                                                 | 10479 3745706<br>10479 3764446                                                                        | (3) 5GL WATER<br>WATER COOLER RENT                                                                                      | 26.72<br>11.95<br>38.67 *<br>38.67 **                                       |
| 021250          | JUVENILE & DOMESTIC COURT                                                                                                                                                                                                   |                                                                                                       |                                                                                                                         | ACCOUNT TOTAL                                                               |
| 6001            | Office Supplies<br>10259 AMAZON CAPITAL SERVICES<br>10259 AMAZON CAPITAL SERVICES<br>10259 AMAZON CAPITAL SERVICES<br>13369 DIAMOND SPRINGS WATER INC<br>13369 DIAMOND SPRINGS WATER INC<br>13369 DIAMOND SPRINGS WATER INC | 1VJN-DX4W-PTG7<br>1VJN-DX4W-PTG7<br>1VJN-DX4W-PTG7<br>12135 3632571<br>12135 3674595<br>12135 3702091 | CANARY PRINTER PAPER<br>BLUE PRINTER PAPER<br>PINK PRINTER PAPER<br>(1) 5GL WATER<br>WATER COOLER RENT<br>(2) 5GL WATER | 37.78<br>29.58<br>25.58<br>11.54<br>11.95<br>19.13<br>135.56 *<br>135.56 ** |
| 021300          | SPECIAL MAGISTRATES                                                                                                                                                                                                         |                                                                                                       |                                                                                                                         | ACCOUNT TOTAL                                                               |
| 5230            | Telecommunications<br>31339 VERIZON WIRELESS                                                                                                                                                                                | 242374982 0523                                                                                        | CELL PHONE                                                                                                              | 40.29<br>40.29 *                                                            |
| 6001            | Office Supplies<br>29118 THE SUPPLY ROOM                                                                                                                                                                                    | 4952050-0                                                                                             | (2) HIGHLIGHTER                                                                                                         | 21.06<br>21.06 *<br>61.35 **                                                |
| 021600          | CLERK OF THE CIRCUIT COURT                                                                                                                                                                                                  |                                                                                                       |                                                                                                                         | ACCOUNT TOTAL                                                               |
| 5210            | Postal Services<br>26125 QUADIENT LEASING USA, INC.                                                                                                                                                                         | N9918335                                                                                              | LEASE                                                                                                                   | 382.29<br>382.29 *                                                          |
| 5230            | Telecommunications<br>21319 BRIGHTSPEED                                                                                                                                                                                     | 309863799 0423                                                                                        | CIRCUIT CT CLK                                                                                                          | 60.66<br>60.66 *                                                            |
| 5850            | Jurors/Witnesses<br>999999                                                                                                                                                                                                  |                                                                                                       | JUROR                                                                                                                   | 30.00                                                                       |

| MAJOR#<br>ACCT# | VENDOR<br>NUMBER<br>NAME                              | INVOICE#        | DESCRIPTION          | AMOUNT      |
|-----------------|-------------------------------------------------------|-----------------|----------------------|-------------|
| 5880            | 29715 Technology Trust Funds<br>TREASURER OF VIRGINIA | GJ JUROR 0423 2 | JUROR                | 30.00       |
|                 |                                                       | GJ JUROR 0423 2 | JUROR                | 30.00       |
|                 |                                                       | GJ JUROR 0423 2 | JUROR                | 30.00       |
|                 |                                                       | GJ JUROR 0423 2 | JUROR                | 30.00       |
|                 |                                                       | GJ JUROR 0423 2 | JUROR                | 30.00       |
|                 |                                                       | GJ JUROR 0423 2 | JUROR                | 30.00       |
|                 |                                                       |                 | ACCOUNT TOTAL        | 210.00 *    |
| 6001            | 23-147C-RMS2                                          |                 | ANNUAL SYSTEMS       | 4,547.60    |
|                 |                                                       |                 | ACCOUNT TOTAL        | 4,547.60 *  |
| 6012            | 29038 T&N PRINTING                                    |                 | PLATS                | 24.46       |
|                 |                                                       |                 | ACCOUNT TOTAL        | 24.46 *     |
|                 |                                                       |                 | MAJOR TOTAL          | 6,589.32 ** |
| 021800          | LAW LIBRARY                                           |                 |                      |             |
| 6012            | 22211 RELX INC. DBA LEXIS NEXIS                       | 3094463687      | APRIL PAYMENT        | 403.00      |
|                 |                                                       |                 | ACCOUNT TOTAL        | 403.00 *    |
|                 |                                                       |                 | MAJOR TOTAL          | 403.00 **   |
| 022100          | COMMONWEALTH'S ATTORNEY                               |                 |                      |             |
| 3320            | 28866 STEPS, INC                                      | 17921           | SHRED SERVICE        | 116.27      |
|                 |                                                       |                 | ACCOUNT TOTAL        | 116.27 *    |
| 5210            | 25955 PURCHASE POWER                                  | COMM ATTY 0523  | POSTAGE              | 208.99      |
|                 |                                                       |                 | ACCOUNT TOTAL        | 208.99 *    |
| 5510            | 12296 CLARK MEGAN                                     | MILEAGE 0523    | MILEAGE SPRING INSTU | 157.20      |
|                 |                                                       | MILEAGE 0423    | MILEAGE SPRING INSTI | 195.19      |
|                 |                                                       | TOLLS 0423      | TOLL REIMBURSEMENT   | 9.05        |
|                 |                                                       |                 | ACCOUNT TOTAL        | 361.44 *    |
| 5530            | 11250 BENCHMARK COMMUNITY BANK                        | 2256 CWA 0523   | MARIOTT M CLARK      | 442.50      |
|                 |                                                       | 2256 CWA 0523   | SHERATON H E THOMAS  | 407.10      |
|                 |                                                       | 2256 CWA 0523   | SHERATON E TRENT     | 497.10      |

| MAJOR#<br>ACCT# | VENDOR<br>NUMBER<br>NAME                                                                                                                                                                     | INVOICE#                                                                                 | DESCRIPTION                                                                                                             | AMOUNT                                                           |
|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|
| 5540            | 12296 CLARK MEGAN<br>29792 TRENT, ELIZABETH                                                                                                                                                  | MEALS 0523<br>MEALS 0423                                                                 | MEALS SPRING INSTITU<br>MEAL REIMBURSEMENT                                                                              | 103.04<br>191.83<br>1,641.57 *                                   |
|                 | Travel-Convention & Educa                                                                                                                                                                    |                                                                                          |                                                                                                                         | ACCOUNT TOTAL                                                    |
|                 | 31285 VACA CONFERENCE                                                                                                                                                                        | 157293                                                                                   | 2023 SUMMER CONFERN                                                                                                     | 400.00                                                           |
|                 | 31285 VACA CONFERENCE                                                                                                                                                                        | 157371                                                                                   | 2023 SUMMER CONFERN                                                                                                     | 400.00                                                           |
|                 | 31285 VACA CONFERENCE                                                                                                                                                                        | 157447                                                                                   | 2023 SUMMER CONFERN                                                                                                     | 400.00                                                           |
|                 | Office Supplies                                                                                                                                                                              |                                                                                          |                                                                                                                         | ACCOUNT TOTAL                                                    |
| 6001            | 11250 BENCHMARK COMMUNITY BANK<br>11250 BENCHMARK COMMUNITY BANK<br>13369 DIAMOND SPRINGS WATER INC<br>13369 DIAMOND SPRINGS WATER INC<br>20600 KEY OFFICE SUPPLY<br>20600 KEY OFFICE SUPPLY | 2256 CWA 0523<br>2256 CWA 0523<br>17594 3745708<br>17594 3766995<br>6 577121<br>6 577813 | ADDRESS LABELS<br>ELECTRIC STAPLER<br>(1) 5GL WATER<br>WATER COOLER RENT<br>TONER/OFFICE SUPPLY<br>PAPR/CORR TAPE/CARTD | 33.32<br>39.26<br>11.62<br>15.85<br>241.06<br>185.77<br>526.88 * |
| 8202            | Furniture and Fixtures<br>27485 ROYAL J EANES<br>32586 WILKES JEWELERS                                                                                                                       | MC01 05162023<br>0018603                                                                 | RETIREMENT LUNCHEON<br>RETIREMENT PLAQUE                                                                                | 388.00<br>188.90<br>576.90 *                                     |
| 022210          | VICTIM WITNESS ASSIST STATE FUNDS                                                                                                                                                            |                                                                                          |                                                                                                                         | ACCOUNT TOTAL<br>MAJOR TOTAL                                     |
| 5540            | 31848 VVAN                                                                                                                                                                                   | 9TJNBK3CGM9                                                                              | LEGISLATIVE TRAINING                                                                                                    | 58.00<br>58.00 *                                                 |
| 6001            | Office Supplies - State F<br>20600 KEY OFFICE SUPPLY                                                                                                                                         | 576302                                                                                   | CRDGS/BINDER/DIVIDR                                                                                                     | 242.09<br>242.09 *                                               |
| 031200          | SHERIFF                                                                                                                                                                                      |                                                                                          |                                                                                                                         | ACCOUNT TOTAL<br>MAJOR TOTAL                                     |
| 3110            | Animal Care/Services<br>28596 SOUTHERN STATES                                                                                                                                                | 1214890                                                                                  | DOG FOOD                                                                                                                | 40.49<br>40.49 *                                                 |
| 3170            | Drug Testing<br>22347 MEDTOX LABORATORIES INC                                                                                                                                                | 04202394888                                                                              | DRUG TESTING                                                                                                            | 50.00<br>50.00 *                                                 |
| 3310            | Repairs/Maintenance-Radio<br>22813 MOTOROLA SOLUTIONS, INC.                                                                                                                                  | 8281607671                                                                               | RADIOS ADDED                                                                                                            | 461.36<br>461.36 *                                               |
| 3311            | Repairs & Maint-Auto & Eq<br>14300 EAST END MOTOR CO INC<br>14300 EAST END MOTOR CO INC<br>14300 EAST END MOTOR CO INC<br>14300 EAST END MOTOR CO INC<br>14915 EXPRESS CARE                  | 226366<br>226760<br>226827<br>226942<br>23585                                            | PURGE VLVE INSTALL<br>INSPECTION<br>TOW/WHL ALGN/STARTER<br>OIL CHNG/BULB INSTAL<br>OIL CHANGE                          | 245.43<br>20.00<br>997.97<br>145.24<br>96.98                     |

| MAJOR#<br>ACCT# | VENDOR<br>NUMBER | VENDOR<br>NAME             | INV#            | DESCRIPTION           | AMOUNT     |
|-----------------|------------------|----------------------------|-----------------|-----------------------|------------|
|                 | 14915            | EXPRESS CARE               | 23905           | OIL CHANGE            | 117.96     |
|                 | 14915            | EXPRESS CARE               | 24552           | OIL CHANGE            | 103.98     |
|                 | 27490            | RUNDSTROM AUTO LLC         | PECSO 031023    | OIL CHANGE            | 45.00      |
|                 | 27490            | RUNDSTROM AUTO LLC         | PECSO 032123    | REPLCD WHEELS/SENSOR  | 464.40     |
|                 | 27490            | RUNDSTROM AUTO LLC         | PECSO 032323    | REPLCD BRAKE PADS     | 279.26     |
|                 | 27490            | RUNDSTROM AUTO LLC         | PECSO 032423    | OIL CHNGE/INSPECTION  | 70.00      |
|                 | 27490            | RUNDSTROM AUTO LLC         | PECSO 032723    | REPLACED SENSORS      | 286.57     |
|                 | 27490            | RUNDSTROM AUTO LLC         | PECSO 040623    | AC REPAIR             | 527.60     |
|                 | 27490            | RUNDSTROM AUTO LLC         | PECSO 041223    | OIL CHNG/INSP/ROTATN  | 90.00      |
|                 | 27490            | RUNDSTROM AUTO LLC         | PECSO 042023    | REPLCD ALTERNATOR     | 530.16     |
|                 | 27490            | RUNDSTROM AUTO LLC         | PECSO 050123    | OIL CHNGE/NEW BATTTRY | 299.87     |
|                 | 27490            | RUNDSTROM AUTO LLC         | PECSO 050223    | REPLCD COIL & PLUG    | 276.18     |
|                 | 27490            | RUNDSTROM AUTO LLC         | 14495           | OIL CHNGE/TIRE ROTAT  | 77.50      |
|                 | 27767            | ROCKWELL AUDIO             | POSR9639 (S01)  | INSTALL LIGHTS        | 366.98     |
|                 | 27767            | ROCKWELL AUDIO             | POSR9646 (S01)  | REPAIRED REAR LIGHT   | 69.00      |
|                 | 29199            | THIRD STREET WRECKER INC   | T11592          | TOW CAR-NO START      | 250.00     |
|                 | 29199            | THIRD STREET WRECKER INC   | T11600          | TOW SUSPECT VEHICLE   | 392.00     |
|                 | 29199            | THIRD STREET WRECKER INC   | T11612          | TOW CHARLOTTE COLLIS  | 230.00     |
|                 | 29199            | THIRD STREET WRECKER INC   | T11643          | WRKR SVC TIRE CHANGE  | 150.00     |
|                 | 29199            | THIRD STREET WRECKER INC   | T11646          | WRKR SVC TIRE CHANGE  | 125.00     |
| 3312            |                  | Repairs & Maintenance-Off  |                 | ACCOUNT TOTAL         | 6,257.08 * |
|                 | 12895            | CPR - CELL PHONE REPAIR    | 11141181CPR-PES | LAPTOP DIAGNOSIS      | 79.00      |
| 3320            |                  | Maintenance Service Contr  |                 | ACCOUNT TOTAL         | 79.00 *    |
|                 | 11894            | BUSINESS CARD              | 0555SHERIFF0423 | MAINT SVC CNTR VTEL   | 339.57     |
|                 | 21767            | LEXISNEXIS RISK DATA MANAG | 692908320230430 | SVC CONTRACT APRIL    | 136.11     |
|                 | 31339            | VERIZON WIRELESS           | 9933562107      | MDT'S MONTHLY CHG     | 1,042.47   |
| 5230            |                  | Telecommunications         |                 | ACCOUNT TOTAL         | 1,518.15 * |
|                 | 10102            | AT&T MOBILITY              | 677451 0423     | CELLULAR SERVICE      | 1,290.22   |
|                 | 20904            | KINEX NETWORKING SOLUTION  | 2305-0018140    | RMTE BU/FIBER CONN    | 119.95     |
|                 | 21319            | BRIGHTSPEED                | 309468839 0523  | VCIN                  | 10.36      |
|                 | 21319            | BRIGHTSPEED                | 309558628 0523  | PHONE                 | 7.97       |
|                 | 21319            | BRIGHTSPEED                | 489989564 0523  | SALLY PORT LINE       | 82.73      |
| 5510            |                  | Travel-Mileage             |                 | ACCOUNT TOTAL         | 1,511.23 * |
|                 | 19656            | JOHNSON, HANNAH            | MILEAGE 0423    | MILEAGE REIMBURSMNT   | 439.88     |
| 5530            |                  | Travel-Subsistence & Lodg  |                 | ACCOUNT TOTAL         | 439.88 *   |
|                 | 11894            | BUSINESS CARD              | 0555SHERIFF0423 | MEALS                 | 349.66     |
|                 | 11894            | BUSINESS CARD              | 0555SHERIFF0523 | MEALS & LODGING       | 157.50     |
|                 | 12993            | CVCJA                      | GRAD A ROACH    | A ROACH GRADUATION    | 170.00     |
| 6001            |                  | Office Supplies            |                 | ACCOUNT TOTAL         | 677.16 *   |
|                 | 10259            | AMAZON CAPITAL SERVICES    | 1CMY-J3TX-3GYP  | SHARPIE GEL PENS      | 19.98      |
|                 | 10259            | AMAZON CAPITAL SERVICES    | 1CMY-J3TX-3GYP  | SHARPIE GEL PENS BLK  | 19.98      |
|                 | 10259            | AMAZON CAPITAL SERVICES    | 1CMY-J3TX-3GYP  | SHIPPING CHARGE       | 10.61      |
|                 | 10259            | AMAZON CAPITAL SERVICES    | 1NYV-VX7T-1DLH  | CR FOR DAMAGED ITEMS  | 67.09-     |



| MAJOR#<br>ACCT# | VENDOR<br>NUMBER<br>NAME                                                                                                                                                                                                                                                                                                                | INV#                                                                                                                                                                                | DESCRIPTION                                                                                                                                                                                                     | AMOUNT                                                                                                       |
|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|
| 6003            | 10259 AMAZON CAPITAL SERVICES<br>10259 AMAZON CAPITAL SERVICES<br>11894 BUSINESS CARD<br>11894 BUSINESS CARD<br>13369 DIAMOND SPRINGS WATER INC<br>13369 DIAMOND SPRINGS WATER INC<br>13369 DIAMOND SPRINGS WATER INC<br>20600 KEY OFFICE SUPPLY<br>20600 KEY OFFICE SUPPLY<br>21153 CAPITAL ONE/ WALMART<br>21153 CAPITAL ONE/ WALMART | 1041-6916-7P3J<br>1W4T-R7CW-6N6Y<br>0555SHERIFF0423<br>0555SHERIFF0523<br>12832 3652637<br>12832 3674883<br>12832 3702088<br>545 576995<br>545 577491<br>636325 0423<br>636325 0523 | DREO SPACE HEATER<br>USB CONF MICROPHONE<br>OFFICE SUPPLIES<br>OFFICE SUPPLIES<br>(5) 5GL SPRING<br>(2) WTR COOLER RENT<br>(2) 5GL WATER<br>DESK CALENDAR<br>BINDERS<br>KEYBRD/CANDY/TRT BGS<br>OFFICE SUPPLIES | 80.46<br>32.49<br>78.17<br>41.07<br>38.70<br>24.90<br>17.85<br>8.33<br>23.71<br>132.72<br>115.95<br>577.83 * |
|                 |                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                     | ACCOUNT TOTAL                                                                                                                                                                                                   | 272.41                                                                                                       |
| 6004            | 12910 CREATIVE PRODUCT SOURCE<br>Public Education/Crime Pr                                                                                                                                                                                                                                                                              | CPI099252                                                                                                                                                                           | BOOKMARKS                                                                                                                                                                                                       | 272.41 *                                                                                                     |
| 6008            | 28640 SOUTHSIDE ELECTRIC COOP<br>28640 SOUTHSIDE ELECTRIC COOP<br>Vehicle & Powered Equip F                                                                                                                                                                                                                                             | 526776002 0423<br>526776002 0523                                                                                                                                                    | VIRSO<br>VIRSO ELECT SVC                                                                                                                                                                                        | 16.30<br>16.30<br>32.60 *                                                                                    |
| 6009            | 11894 BUSINESS CARD<br>11894 BUSINESS CARD<br>14700 ELLINGTON ENERGY SERVICE<br>14700 ELLINGTON ENERGY SERVICE<br>19659 JOHNSON JOHN<br>Vehicle & Powered Equip S                                                                                                                                                                       | 0555SHERIFF0423<br>0555SHERIFF0523<br>3211A 45608<br>3211A 45609<br>REIMB 0423                                                                                                      | GAS<br>GAS<br>GAS<br>GAS<br>GAS REIMBURSEMENT                                                                                                                                                                   | 200.45<br>437.66<br>41.00<br>55.00<br>20.01<br>754.12 *                                                      |
| 6010            | 11894 BUSINESS CARD<br>14300 EAST END MOTOR CO INC<br>Police Supplies                                                                                                                                                                                                                                                                   | 0555SHERIFF0423<br>226506                                                                                                                                                           | WIPER BLADES<br>TIRES DODGE CHARGER                                                                                                                                                                             | 48.42<br>438.06<br>486.48 *                                                                                  |
| 6011            | 16102 GALLS LLC<br>23944 TOWN POLICE SUPPLY<br>28592 SOUTHERN POLICE EQUIP CO<br>32734 WITMER PUBLIC SAFETY GRP<br>Uniforms & Wearing Appare                                                                                                                                                                                            | 024101815<br>R28557<br>208459<br>INV253257                                                                                                                                          | FLASHLIGHT<br>TARGETS<br>BP VESTS<br>COLT CARBINE GUN                                                                                                                                                           | 195.33<br>37.25<br>2,356.50<br>1,200.00<br>3,789.08 *                                                        |
| 6012            | 11894 BUSINESS CARD<br>16102 GALLS LLC<br>22166 CREATIVE MONOGRAMMING<br>22166 CREATIVE MONOGRAMMING<br>28592 SOUTHERN POLICE EQUIP CO<br>Books & Subscriptions                                                                                                                                                                         | 0555SHERIFF0523<br>024261375<br>16770<br>16781<br>208490                                                                                                                            | UNIFORM SUPPLIES<br>BOOTS<br>POLOS<br>POLOS<br>OUTER CARRIER                                                                                                                                                    | 197.50<br>114.25<br>208.00<br>150.00<br>293.00<br>962.75 *                                                   |
| 6025            | 22211 RELX INC. DBA LEXIS NEXIS<br>NRA Grant<br>11894 BUSINESS CARD                                                                                                                                                                                                                                                                     | 36748714<br>0555SHERIFF0523                                                                                                                                                         | LEGISLTV SESS SUMMRY<br>NRA GRANT WOUND CARE                                                                                                                                                                    | 142.43<br>142.43 *                                                                                           |
|                 |                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                     | ACCOUNT TOTAL                                                                                                                                                                                                   | 2,694.12                                                                                                     |
|                 |                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                     | ACCOUNT TOTAL                                                                                                                                                                                                   | 2,694.12 *                                                                                                   |
|                 |                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                     | MAJOR TOTAL                                                                                                                                                                                                     | 20,746.17 **                                                                                                 |

| MAJOR#<br>ACCT# | VENDOR<br>NUMBER<br>VOLUNTEER FIRE DEPARTMENT                                          | VENDOR<br>NAME                                                                                                                                                                          | INV#                                                                                                                                                            | DESCRIPTION                                                                                                             | AMOUNT                                                                                                              |                             |
|-----------------|----------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|-----------------------------|
| 7002            | 14695<br>21319                                                                         | Payment to Rice VFD<br>ELLINGTON'S LAWN SERVICE<br>BRIGHTSPEED                                                                                                                          | 109 RICE FD<br>310013979 0423                                                                                                                                   | MOWING<br>RICE VOL FD PHONE                                                                                             | 360.00<br>728.03<br>1,088.03 *                                                                                      |                             |
| 7003            | 16651                                                                                  | Payment to Prospect VFD<br>GOODMAN SPECIALIZED                                                                                                                                          | 18064G PROSPECT                                                                                                                                                 | RPR TURN SIGNAL SWTC                                                                                                    | 549.40<br>549.40 *                                                                                                  |                             |
| 7004            | 12996<br>13083<br>13083<br>14300<br>14300<br>28640                                     | Payment to Darlington VFD<br>CYRUS PEST CONTROL CO<br>DARLINGTON HGT FIRE DEPT<br>DARLINGTON HGT FIRE DEPT<br>EAST END MOTOR CO INC<br>EAST END MOTOR CO INC<br>SOUTHSIDE ELECTRIC COOP | MARCH 2023 DHFD<br>REIMB 0523 1<br>REIMB 0523 2<br>0227130 DHVFD<br>0227177 DHVFD<br>38156001 0523                                                              | PEST CONTROL<br>VIASAT INTERNET<br>DIFIBRILATOR PADS<br>OIL CHANGE<br>INSPECTION/OIL CHNGE<br>ELECTRIC DHVFD            | 45.00<br>61.05<br>113.72<br>94.81<br>688.66<br>219.19<br>1,222.43 *                                                 |                             |
| 7013            | 15656                                                                                  | Fire Programs/ATL-Prospec<br>FIRE & SAFETY EQUIP CO                                                                                                                                     | 120451 PROSPECT                                                                                                                                                 | SAFETY VESTS                                                                                                            | 257.99<br>257.99 *                                                                                                  |                             |
| 7041            | 25210<br>25210<br>25210<br>25210<br>25210<br>25210<br>25210<br>25210<br>25782<br>29440 | VFD Fuel<br>PAMPLIN EXXON<br>PAMPLIN EXXON<br>PAMPLIN EXXON<br>PAMPLIN EXXON<br>PAMPLIN EXXON<br>PAMPLIN EXXON<br>PAMPLIN EXXON<br>PRINCE EDWARD CO PBLIC SCH<br>PRINCE EDWARD CO TREAS | 1396 PAMPLIN<br>1399 PAMPLIN<br>2371 PAMPLIN<br>2376 PAMPLIN<br>2413 PAMPLIN<br>2483 PAMPLIN<br>2485 PAMPLIN<br>4019 PAMPLIN<br>PVD DIESEL 0323<br>PVD GAS 0323 | REGULAR CA<br>DIESEL/GAS<br>REGULAR CA<br>DIESEL/GAS<br>DIESEL<br>DIESEL<br>FUEL<br>REGULAR CA<br>PVD DIESEL<br>PVD GAS | 51.02<br>69.45<br>46.00<br>170.84<br>90.02<br>109.09<br>29.00<br>54.69<br>60.19<br>31.25<br>711.55 *<br>3,829.40 ** |                             |
| 032300          | AMBULANCE AND RESCUE SERVICES                                                          |                                                                                                                                                                                         |                                                                                                                                                                 |                                                                                                                         | ACCOUNT TOTAL<br>MAJOR TOTAL                                                                                        | 711.55 *<br>3,829.40 **     |
| 7014            | 17776<br>22349<br>25880                                                                | FOUR FOR LIFE<br>HAMPDEN-SYDNEY VOL FIRE<br>MEHERRIN FIRE & RESCUE<br>PRINCE EDWARD VOL RESCUE                                                                                          | FOUR 4 LIFE 23<br>FOUR 4 LIFE 23<br>FOUR 4 LIFE 23                                                                                                              | FOUR 4 LIFE<br>FOUR 4 LIFE<br>FOUR 4 LIFE                                                                               | 2,000.00<br>3,949.12<br>11,847.36<br>17,796.48 *<br>17,796.48 **                                                    |                             |
| 032500          | EMERGENCY SERVICES                                                                     |                                                                                                                                                                                         |                                                                                                                                                                 |                                                                                                                         | ACCOUNT TOTAL<br>MAJOR TOTAL                                                                                        | 17,796.48 *<br>17,796.48 ** |
| 3160            | 29280                                                                                  | Professional Service E-91<br>TIMMONS GROUP                                                                                                                                              | 314102 34335102                                                                                                                                                 | PEC ADD DATA MAINT                                                                                                      | 787.50<br>787.50 *                                                                                                  |                             |
| 5530            | 11250                                                                                  | Travel - Subsistence & Lo<br>BENCHMARK COMMUNITY BANK                                                                                                                                   | 1563 ADMIN 0523                                                                                                                                                 | SAR CLASS MEAL                                                                                                          | 643.39                                                                                                              |                             |

| MAJOR#<br>ACT# | VENDOR<br>NUMBER<br>NAME      | INV#           | DESCRIPTION          | AMOUNT      |
|----------------|-------------------------------|----------------|----------------------|-------------|
| 033200         | REGIONAL JAIL & DETENTION     |                |                      |             |
| 3196           | Purchase of Services - JD     |                |                      |             |
|                | 12355 CHARLOTTE CO TREASURER  | REIMB 0523     | VJCCA HEM BILLS      | 4,385.00    |
|                | 25375 PIEDMONT RGNL JUVENILE  | 2117           | JUVENILE DETENTION   | 250.00      |
|                | 28662 SOUTHSIDE OUTREACH DET  | AP 0423        | HOME ELECT MONITORNG | 1,650.00    |
|                | 28662 SOUTHSIDE OUTREACH DET  | LF 0423        | HOME ELECT MONITORNG | 1,650.00    |
|                | 28662 SOUTHSIDE OUTREACH DET  | SG 0423        | HOME ELECT MONITORNG | 1,450.00    |
|                |                               |                | ACCOUNT TOTAL        | 9,385.00 *  |
|                |                               |                | MAJOR TOTAL          | 9,385.00 ** |
| 034100         | BUILDING OFFICIAL             |                |                      |             |
| 5230           | Telecommunications            |                |                      |             |
|                | 31339 VERIZON WIRELESS        | 242374982 0523 | CELL PHONE           | 40.29       |
|                |                               |                | ACCOUNT TOTAL        | 40.29 *     |
| 6001           | Office Supplies               |                |                      |             |
|                | 20600 KEY OFFICE SUPPLY       | 415 577426     | SHEET PROTECTORS     | 13.27       |
|                | 20600 KEY OFFICE SUPPLY       | 415 577659     | YELLOW PAPER         | 26.16       |
|                |                               |                | ACCOUNT TOTAL        | 39.43 *     |
|                |                               |                | MAJOR TOTAL          | 79.72 **    |
| 035100         | ANIMAL CONTROL                |                |                      |             |
| 3110           | Vet Care                      |                |                      |             |
|                | 27524 RIDGE ANIMAL HOSPITAL   | 347331         | VET CARE             | 19.72       |
|                | 27524 RIDGE ANIMAL HOSPITAL   | 347623         | VET CARE             | 10.00       |
|                | 27524 RIDGE ANIMAL HOSPITAL   | 347873         | VET CARE             | 76.00       |
|                | 27524 RIDGE ANIMAL HOSPITAL   | 348277         | VET CARE             | 116.28      |
|                | 27524 RIDGE ANIMAL HOSPITAL   | 349084         | VET CARE             | 424.62      |
|                | 27524 RIDGE ANIMAL HOSPITAL   | 349085         | VET CARE             | 136.15      |
|                | 27524 RIDGE ANIMAL HOSPITAL   | 349086         | VET CARE             | 334.51      |
|                | 27524 RIDGE ANIMAL HOSPITAL   | 349283         | VET CARE             | 481.00      |
|                | 27524 RIDGE ANIMAL HOSPITAL   | 349373         | VET CARE             | 299.70      |
|                | 27524 RIDGE ANIMAL HOSPITAL   | 349460         | VET CARE             | 297.85      |
|                | 27524 RIDGE ANIMAL HOSPITAL   | 349682         | VET CARE             | 21.30       |
|                | 27524 RIDGE ANIMAL HOSPITAL   | 349745         | VET CARE             | 158.56      |
|                | 27524 RIDGE ANIMAL HOSPITAL   | 349807         | VET CARE             | 571.51      |
|                | 27524 RIDGE ANIMAL HOSPITAL   | 349954         | VET CARE             | 146.51      |
|                | 27524 RIDGE ANIMAL HOSPITAL   | 350450         | VET CARE             | 587.92      |
|                | 27524 RIDGE ANIMAL HOSPITAL   | 350661         | VET CARE             | 112.93      |
|                | 27524 RIDGE ANIMAL HOSPITAL   | 351211         | VET CARE             | 656.28      |
|                |                               |                | ACCOUNT TOTAL        | 4,450.84 *  |
| 3310           | Repairs/Maintenance           |                |                      |             |
|                | 10259 AMAZON CAPITAL SERVICES | 1RMM-DK3Q-LN1V | LIGHT BULBS          | 29.99       |

| MAJOR#<br>ACCT# | VENDOR<br>NUMBER | VENDOR<br>NAME                                     | INV#            | DESCRIPTION           | AMOUNT   |
|-----------------|------------------|----------------------------------------------------|-----------------|-----------------------|----------|
|                 | 13730            | DODSON BROS EXTERMINATING                          | 719313 0423     | PEST CNTRL ANML SHLT  | 50.00    |
|                 | 21811            | LOWE'S                                             | 901226-KYATSA   | SPRAY TIP/THINNER     | 53.17    |
|                 | 21811            | LOWE'S                                             | 901524-KYFIWX   | CAULK/BRUSH/CNCRTE    | 105.46   |
|                 | 21811            | LOWE'S                                             | 901938-KKVNTP   | PAINT SUPPLIES        | 613.17   |
|                 | 21811            | LOWE'S                                             | 975528-KYATRV   | PAINT SPRAYER         | 455.08   |
|                 | 21811            | LOWE'S                                             | 975533-KYATRV   | SPAIN T SPRAYER       | 455.05   |
|                 |                  |                                                    |                 | ACCOUNT TOTAL         | 851.76 * |
| 3311            | 14300            | Repairs & Maint-Auto & Po<br>EAST END MOTOR CO INC | 0227385         | OIL CHANGE/AC RECHG   | 246.90   |
|                 | 15721            | FISHER AUTO PARTS, INC.                            | 056-320351      | WIPER BLADES          | 22.48    |
|                 |                  |                                                    |                 | ACCOUNT TOTAL         | 269.38 * |
| 5110            | 31846            | Electrical Services<br>DOMINION ENERGY VIRGINIA    | 0890745003 0423 | ANIMAL CONTROL        | 307.72   |
|                 |                  |                                                    |                 | ACCOUNT TOTAL         | 307.72 * |
| 5230            | 21319            | Telecommunications<br>BRIGHTSPEED                  | 310119726 0523  | ANIMAL CONTROL        | 140.98   |
|                 | 31339            | VERIZON WIRELESS                                   | 242374982 0523  | CELL PHONE            | 80.58    |
|                 |                  |                                                    |                 | ACCOUNT TOTAL         | 221.56 * |
| 6001            | 10259            | Office Supplies<br>AMAZON CAPITAL SERVICES         | 1RMM-DK3Q-LN1V  | CLIPPERS              | 31.99    |
|                 | 10259            | AMAZON CAPITAL SERVICES                            | 1RMM-DK3Q-LN1V  | CLIPBOARDS            | 57.44    |
|                 | 10259            | AMAZON CAPITAL SERVICES                            | 1RMM-DK3Q-LN1V  | HIGHLIGHTERS          | 9.99     |
|                 | 10259            | AMAZON CAPITAL SERVICES                            | 1RMM-DK3Q-LN1V  | DRY ERASE MARKER SET  | 7.64     |
|                 | 10259            | AMAZON CAPITAL SERVICES                            | 1RMM-DK3Q-LN1V  | EYE WASH              | 23.40    |
|                 | 10259            | AMAZON CAPITAL SERVICES                            | 1RMM-DK3Q-LN1V  | DESK CALENDARS        | 18.99    |
|                 | 10259            | AMAZON CAPITAL SERVICES                            | 1RMM-DK3Q-LN1V  | QUICK CLOT GAUZE      | 37.98    |
|                 | 10259            | AMAZON CAPITAL SERVICES                            | 1RMM-DK3Q-LN1V  | EXPO DRY ERASE MARKR  | 7.59     |
|                 | 10259            | AMAZON CAPITAL SERVICES                            | 1RMM-DK3Q-LN1V  | FIRST AID KIT         | 62.80    |
|                 | 11250            | BENCHMARK COMMUNITY BANK                           | 1563 ADMIN 0523 | SPYPOINT ANML CONTRC  | 121.20   |
|                 | 11250            | BENCHMARK COMMUNITY BANK                           | 1563 ADMIN 0523 | TRNSFR/SURRENDR SLIPS | 291.89   |
|                 |                  |                                                    |                 | ACCOUNT TOTAL         | 670.91 * |
| 6002            | 11250            | Supplies for Shelter<br>BENCHMARK COMMUNITY BANK   | 1563 ADMIN 0523 | KENNEL BED RPR KITS   | 211.46   |
|                 |                  |                                                    |                 | ACCOUNT TOTAL         | 211.46 * |
| 6003            | 28596            | Shelter Food<br>SOUTHERN STATES                    | 1212080         | DOG FOOD              | 72.98    |
|                 |                  |                                                    |                 | ACCOUNT TOTAL         | 72.98 *  |
| 6005            | 21811            | Janitorial Supplies<br>LOWE'S                      | 901463-KVUQTE   | GORILLA TAPE          | 20.86    |
|                 | 21811            | LOWE'S                                             | 901463-KVUQTE   | 6CT IRON OUT TABS     | 7.58     |
|                 | 21811            | LOWE'S                                             | 901463-KVUQTE   | ALLWAY DCK PREP BRSH  | 10.43    |
|                 | 21811            | LOWE'S                                             | 901463-KVUQTE   | 24IN SQUEEGEE         | 24.68    |
|                 | 21811            | LOWE'S                                             | 901463-KVUQTE   | 32GAL TRASH CAN       | 61.73    |
|                 | 21811            | LOWE'S                                             | 901463-KVUQTE   | HUSQVARNA 2GL TANK    | 37.98    |
|                 | 21811            | LOWE'S                                             | 901463-KVUQTE   | 18" FLOOR SQUEEGEE    | 6.16     |
|                 | 21811            | LOWE'S                                             | 901463-KVUQTE   | BROOM WITH DUSTPAN    | 21.62    |
|                 |                  |                                                    |                 | ACCOUNT TOTAL         | 191.04 * |
| 6009            | 21811            | Vehicle & Powered Equip S<br>LOWE'S                | 901252-KVPLAR   | RUST SPRAY            | 18.96    |
|                 |                  |                                                    |                 | ACCOUNT TOTAL         | 18.96 *  |

| MAJOR#<br>ACCT# | VENDOR<br>NUMBER | VENDOR<br>NAME            | DESCRIPTION          | INV#             | AMOUNT       |
|-----------------|------------------|---------------------------|----------------------|------------------|--------------|
| 6030            | 11250            | BENCHMARK COMMUNITY BANK  | PANTS ACO            | 1563 ADMIN 0523  | 315.85 *     |
|                 |                  |                           | ACCOUNT TOTAL        |                  | 315.85 *     |
| 8202            | 11250            | Non-Capital Equipment     | KETCH POLE/TRAPS     | 1563 ADMIN 0523  | 868.50 *     |
|                 |                  |                           | ACCOUNT TOTAL        |                  | 868.50 *     |
| 8206            | 21811            | LOWE'S                    | SCOTCH TAPE 3"       | 901252-KVPLAR    | 18.96 *      |
|                 |                  |                           | ACCOUNT TOTAL        |                  | 18.96 *      |
|                 | 21811            | LOWE'S                    | 5X50 CHNLNK FBRC     | 901463-KVUQTE    | 126.39       |
|                 | 21811            | LOWE'S                    | ALUM FENS TIES 30CT  | 901463-KVUQTE    | 32.65        |
|                 | 28352            | SHERWIN WILLIAMS CO       | PAINT                | 3838-8           | 778.12       |
|                 |                  |                           | ACCOUNT TOTAL        |                  | 937.16 *     |
|                 |                  |                           | MAJOR TOTAL          |                  | 9,407.08 **  |
| 035300          |                  | MEDICAL EXAMINER          |                      |                  |              |
| 3110            | 29459            | Professional Health Serv  | CORNER               | WARMACK, TIFFANY | 20.00        |
|                 |                  | TREASURER OF VIRGINIA     |                      |                  | 20.00 *      |
|                 |                  |                           | ACCOUNT TOTAL        |                  | 20.00 **     |
| 042610          |                  | SANDY RIVER RESERVOIR     |                      |                  |              |
| 3150            | 10651            | Legal Services            | PROFESSIONAL SERVICE | 15276 0354 001   | 6,420.00     |
|                 |                  | AQUALAW PLC               |                      |                  | 6,420.00 *   |
| 3160            | 29280            | Professional Services     | SRR WTHDRWL PERMIT   | 311754 46844     | 1,312.50     |
|                 |                  | TIMMONS GROUP             | SRR WITHDRAW PERMIT  | 312714 46844     | 4,087.50     |
|                 |                  |                           | ACCOUNT TOTAL        |                  | 5,400.00 *   |
|                 |                  |                           | MAJOR TOTAL          |                  | 11,820.00 ** |
| 043200          |                  | GENERAL PROPERTIES        |                      |                  |              |
| 3160            | 21296            | Professional Services     | 2ND FL CLERK/COURTS  | 1026             | 2,125.20     |
|                 |                  | LANGHORNE RON             |                      |                  | 2,125.20 *   |
| 3310            | 12408            | Repairs/Maintenance       | MONTHLY SVC MAY 2023 | CIN010502366     | 133.75       |
|                 |                  | CHEMTREAT INC             | PEST CONTROL CANNERY | 158003 0423      | 39.00        |
|                 |                  | DODSON BROS EXTERMINATING | PEST CNTRL FRM/VE RD | 158005 0423      | 39.00        |
|                 |                  | DODSON BROS EXTERMINATING | PEST CNTRL CRTHOUSE  | 158007 0423      | 85.00        |
|                 |                  | DODSON BROS EXTERMINATING | PEST CNTRL VIS CTR   | 158010 0423      | 39.00        |
|                 |                  | DODSON BROS EXTERMINATING | SVC CALL-SENSORS     | 697314           | 755.76       |
|                 |                  | DORMAKABA USA INC         | REPLACED SENSOR/WIRE | 697321           | 1,314.50     |
|                 |                  | DORMAKABA USA INC         | ANNL BILL GENER CRCT | FPSMC0053462     | 1,450.00     |
|                 |                  | FIDELITY POWER SYSTEMS    | SERVICE CALL         | FPS0087025       | 621.00       |
|                 |                  | FIDELITY POWER SYSTEMS    |                      |                  |              |

| MAJOR#<br>ACCT# | VENDOR<br>NUMBER<br>NAME         | DESCRIPTION               | INV#            | AMOUNT      |
|-----------------|----------------------------------|---------------------------|-----------------|-------------|
| 3311            | 14300 EAST END MOTOR CO INC      | Repairs & Maint-Auto & Eq |                 |             |
|                 |                                  |                           | 0227731         | 128.08      |
|                 |                                  |                           |                 | 128.08 *    |
| 5110            |                                  | Electrical Services       |                 |             |
|                 | 28640 SOUTHSIDE ELECTRIC COOP    |                           | 114379002 0523  | 25.60       |
|                 | 31846 DOMINION ENERGY VIRGINIA   | SANDY RIVER               | 1230385005 0423 | 7.76        |
|                 | 31846 DOMINION ENERGY VIRGINIA   | ROY CLARK MONUMENT        | 1230385005 0523 | 7.36        |
|                 | 31846 DOMINION ENERGY VIRGINIA   | COURTHOUSE ELECTRIC       | 2786281903 0423 | 14,091.23   |
|                 | 31846 DOMINION ENERGY VIRGINIA   | COURTHOUSE                | 2786281903 0523 | 13,104.04   |
|                 | 31846 DOMINION ENERGY VIRGINIA   | SOUTH ST PARKING LOT      | 3646262521 0423 | 63.09       |
|                 | 31846 DOMINION ENERGY VIRGINIA   | STEPS                     | 4883315659 0523 | 1,194.13    |
|                 | 31846 DOMINION ENERGY VIRGINIA   | SHERIFF SHED              | 4951935099 0423 | 6.59        |
|                 | 31846 DOMINION ENERGY VIRGINIA   | WORSHAM CLERKS OFFIC      | 5856894620 0423 | 19.36       |
|                 | 31846 DOMINION ENERGY VIRGINIA   | LIGHTS AT RICE            | 6669158583 0423 | 145.10      |
|                 | 31846 DOMINION ENERGY VIRGINIA   | AG BUILDING               | 8105475944 0523 | 1,171.96    |
|                 | 31846 DOMINION ENERGY VIRGINIA   | RECYCLING                 | 9670710004 0423 | 134.22      |
|                 |                                  |                           |                 | 29,970.44 * |
| 5120            |                                  | Heating Services          |                 |             |
|                 | 25247 PARKER OIL COMPANY INC     | PROPANE SOCIAL SVCS       | 482208 63792K 7 | 1,424.60    |
|                 | 25247 PARKER OIL COMPANY INC     | #2 HEAT OIL CRTHSE        | 482316 63792K 2 | 5,437.83    |
|                 |                                  |                           |                 | 6,862.43 *  |
| 5130            |                                  | Water & Sewer             |                 |             |
|                 | 29332 TOWN OF FARMVILLE          | WATER & SEWER             | AG BLDG 0423    | 69.58       |
|                 | 29332 TOWN OF FARMVILLE          | WATER                     | CH LAWN 0423    | 12.29       |
|                 | 29332 TOWN OF FARMVILLE          | WATER & SEWER             | STEPS 0423      | 119.77      |
|                 | 29332 TOWN OF FARMVILLE          | WATER & SEWER             | 56 SMI WAY 0423 | 55.50       |
|                 |                                  |                           |                 | 257.14 *    |
| 5230            |                                  | Telecommunications        |                 |             |
|                 | 10105 AT&T                       | LONG DIST CITY SHOP       | 7305055660 0523 | 47.36       |
|                 | 10251 ALLIED SECURITY SYSTEMS, I | PEFY AUTO FIRE TEST       | 314369          | 31.00       |
|                 | 10251 ALLIED SECURITY SYSTEMS, I | PEFYA AUTO FIRE TEST      | 314871          | 32.00       |
|                 | 21319 BRIGHTSPEED                | COUNTY SHOP               | 310262069 0523  | 74.25       |
|                 | 21319 BRIGHTSPEED                | ELEVATOR                  | 310441360 0423  | 121.32      |
|                 | 21319 BRIGHTSPEED                | PEFYA BLD FIRE ALARM      | 491005300 0423  | 51.93       |
|                 | 21319 BRIGHTSPEED                | PEFYA BLDG FIRE ALRM      | 491005300 0523  | 51.76       |
|                 | 31339 VERIZON WIRELESS           | CELL PHONE                | 242374982 0523  | 40.29       |
|                 |                                  |                           |                 | 449.91 *    |
| 5440            |                                  | Portable Toilet Rental    |                 |             |
|                 | 28869 STIFF O O INC              | MONTHLY SERVICE           | 10429           | 125.00      |
|                 |                                  |                           |                 | 125.00 *    |
| 6005            |                                  | Janitorial Supplies       |                 |             |
|                 | 13367 DIAMOND PAPER COMPANY      | JANITORIAL SUPPLIES       | 315602-1        | 6.89        |
|                 | 13367 DIAMOND PAPER COMPANY      | JANITORIAL SUPPLIES       | 316810          | 1,723.19    |
|                 | 13367 DIAMOND PAPER COMPANY      | JANITORIAL SUPPLIES       | 316844          | 179.70      |

| MAJOR#<br>ACCT# | VENDOR<br>NUMBER<br>NAME  | DESCRIPTION           | INV#            | AMOUNT     |
|-----------------|---------------------------|-----------------------|-----------------|------------|
| 6007            | Repairs and Maintenance S |                       |                 | 2,053.63 * |
| 10259           | AMAZON CAPITAL SERVICES   | LJTY-YQFN-M9KL        |                 | 104.10     |
| 11025           | B & M GREENHOUSE          | (4) CANDY CORN SPIR   |                 | 155.96     |
| 11025           | B & M GREENHOUSE          | FLOWERS DSS           |                 | 327.00     |
| 11250           | BENCHMARK COMMUNITY BANK  | DANGER KEEP OUT SIGN  | 3197 ADMIN 0523 | 67.09      |
| 11250           | BENCHMARK COMMUNITY BANK  | SPRAY/VINEGAR/MEASCP  | 3197 ADMIN 0523 | 45.01      |
| 11250           | BENCHMARK COMMUNITY BANK  | CLVS/CHN HST/STRAPS   | 3197 ADMIN 0523 | 174.97     |
| 11250           | BENCHMARK COMMUNITY BANK  | ROUNDUP QUICK PRO     | 3197 ADMIN 0523 | 294.98     |
| 13369           | DIAMOND SPRINGS WATER INC | (2) 5GL WATER         | 3062 3652667    | 19.13      |
| 13369           | DIAMOND SPRINGS WATER INC | WATER COOLER RENT     | 3062 3669849    | 8.95       |
| 13369           | DIAMOND SPRINGS WATER INC | WATER COOLER RENT     | 3062 3669850    | 8.95       |
| 13369           | DIAMOND SPRINGS WATER INC | (2) 5GL WATER         | 3062 3702079    | 19.13      |
| 15560           | FARMVILLE WHSALE ELECTRIC | LEDS/TUBEGUARD/CAPS   | 764908          | 1,001.75   |
| 15560           | FARMVILLE WHSALE ELECTRIC | BLUE 1000FT BX CAT5E  | 764915          | 150.10     |
| 15560           | FARMVILLE WHSALE ELECTRIC | CAT5E BLUE 1000FT     | 764955          | 150.10     |
| 16671           | GRAINGER                  | CAPCTR/PENLIGHT/FILTR | 9694966350      | 647.88     |
| 16671           | GRAINGER                  | AIR FILTERS           | 9695693912      | 1,729.62   |
| 16671           | GRAINGER                  | AIR FILTERS           | 9697248475      | 437.80     |
| 16671           | GRAINGER                  | AIR FILTERS 2GHK8     | 9712188243      | 605.64     |
| 16671           | GRAINGER                  | CR AIR FILTERS RETRN  | 9714416832      | 437.80 -   |
| 16671           | GRAINGER                  | CR AIR FILTERS RETRN  | 97144416840     | 218.90 -   |
| 21005           | KORMAN SIGNS              | SIGNS/RIVETS          | 374340          | 324.62     |
| 21811           | LOWE'S                    | RIVET TOOL            | 901217-KWSCQH   | 27.54      |
| 21811           | LOWE'S                    | FOAM/FOAM KIT         | 901462-KYNJOK   | 17.07      |
| 21811           | LOWE'S                    | MAINT SUPPLIES        | 901581-KVEEDZ   | 66.90      |
| 21811           | LOWE'S                    | RUBBER FLEXX BLK      | 901933-KXVNT0   | 12.34      |
| 21811           | LOWE'S                    | WEDGE SGL CT          | 902942-KZVQFV   | 6.48       |
| 21811           | LOWE'S                    | SAKRETE 10LB          | 902994-KZVQFZ   | 21.36      |
| 21811           | LOWE'S                    | KNEE PADS/EZ REACHER  | 906039-KWXEXA   | 80.30      |
| 21811           | LOWE'S                    | MAINT SUPPLIES        | 906050-KUROGK   | 35.00      |
| 21811           | LOWE'S                    | HLY SFT TOUCH/COMPST  | 906295-KYSVQH   | 125.72     |
| 21811           | LOWE'S                    | DRWR CABIN            | 906530-KZDPAN   | 284.05     |
| 21811           | LOWE'S                    | BATTRY/POWERSTRIPS    | 906863-KYATRP   | 54.34      |
| 21811           | LOWE'S                    | MAINT SUPPLIES        | 906925-KZVQGT   | 75.81      |
| 21811           | LOWE'S                    | PLUGS                 | 906931-KVJPMC   | 8.48       |
| 21811           | LOWE'S                    | MAINT SUPPLIES        | 906978-KUROGI   | 127.26     |
| 21811           | LOWE'S                    | SHUT OFF CONN/HOSE    | 913586-KWXEXF   | 37.95      |
| 21811           | LOWE'S                    | WAND/HOSE/4 WAY KEY   | 914088-KWSCPO   | 71.77      |
| 21811           | LOWE'S                    | 1CUFT COMPOST BLACK   | 914207-KYNJMN   | 20.80      |
| 21811           | LOWE'S                    | FAUCET CONNECTOR      | 2304-156332     | 11.48      |
| 25680           | PRICE SUPPLY CO INC       | HYDRATED LIME 50LB    | 1211635         | 18.49      |
| 28596           | SOUTHERN STATES           | PELLET LIME           | 1215388         | 35.98      |
| 28596           | SOUTHERN STATES           | VBLT/CLEANER/ABSRBNT  | 253095          | 32.20      |
| 32926           | WRIGHT AUTO SUPPLY        |                       |                 | 6,787.40 * |
| 6008            | Vehicle & Powered Equip F |                       |                 | 183.14     |
| 25782           | PRINCE EDWARD CO PBLC SCH | DIESEL 0323           |                 | 183.14 *   |

| MAJOR#<br>ACCT# | VENDOR<br>NUMBER | VENDOR<br>NAME                                      | INV#           | DESCRIPTION          | AMOUNT        |
|-----------------|------------------|-----------------------------------------------------|----------------|----------------------|---------------|
| 6011            | 27148            | RED WING BUSINESS ADVANTAG                          | 511 71 14429   | SHOES BRYCE DEITRICH | 213.19        |
|                 | 27148            | RED WING BUSINESS ADVANTAG                          | 511 71 14430   | SHOES STEVE LEE      | 196.79        |
|                 | 27148            | RED WING BUSINESS ADVANTAG                          | 511 71 14431   | SHOES MARY GIBSON    | 250.00        |
|                 | 27148            | RED WING BUSINESS ADVANTAG                          | 511 71 14432   | SHOES DWAYNE DUFFIE  | 269.98        |
|                 | 27148            | RED WING BUSINESS ADVANTAG                          | 511 71 14433   | SHOES RANDY COOK     | 229.59        |
|                 | 27922            | CINTAS CORPORATION #524                             | 4153087683     | UNIFORM RENTAL       | 152.64        |
|                 | 27922            | CINTAS CORPORATION #524                             | 4153782264     | UNIFORM RENTAL       | 216.90        |
|                 | 27922            | CINTAS CORPORATION #524                             | 4154561535     | UNIFORM RENTAL       | 97.81         |
|                 | 27922            | CINTAS CORPORATION #524                             | 4155258591     | UNIFORM RENTAL       | 203.92        |
|                 | 27922            | CINTAS CORPORATION #524                             | 4155890693     | UNIFORM RENTAL       | 103.75        |
| 8205            |                  | Motor Vehicles                                      |                |                      | 1,934.57 *    |
|                 | 12366            | CHARLIE OBAUGH AUTO                                 | PO 030823DS    | 23 GMC PLOW/DUMP TRK | 60,803.00     |
| 043400          |                  | CANNERY                                             |                |                      | 60,803.00 *   |
|                 |                  |                                                     |                |                      | 135,738.34 ** |
| 3161            | 31653            | Professional Services-Can<br>VIRGINIA FOOD WORKS    | 780            | COMM CANNERY CONTRCT | 2,916.67      |
| 3310            | 25134            | Repairs & Maintenance<br>PALMER WAHL INSTRUMENTS IN | INV-019482     | Eval/RPR THERMOMETER | 284.75        |
| 5110            | 28640            | Electrical Services<br>SOUTHSIDE ELECTRIC COOP      | 44435001 0523  | ELECT CANNERY        | 284.75 *      |
| 5230            | 21319            | Telecommunications<br>BRIGHTSPEED                   | 310248529 0523 | CANNERY              | 501.83        |
| 6001            | 16913            | Office Supplies<br>GULICK PATTY                     | REIMB 0423     | PHONE                | 121.80        |
|                 | 16913            | GULICK PATTY                                        | REIMB 0423 2   | POSTAGE              | 121.80 *      |
| 053500          |                  | COMPREHENSIVE SERVICES ACT                          |                |                      | 34.20         |
| 3160            |                  | CSA Programs                                        |                |                      | 34.00         |
|                 | 11191            | BEAR CREEK ACADEMY                                  |                | PROFESSIONAL SERVICE | 68.20 *       |
|                 | 12929            | CROSSROADS SERVICES BD                              |                | PROFESSIONAL SERVICE | 3,893.25 **   |
|                 | 12929            | CROSSROADS SERVICES BD                              |                | PROFESSIONAL SERVICE | 4,800.00      |
|                 | 12929            | CROSSROADS SERVICES BD                              |                | PROFESSIONAL SERVICE | 367.31        |
|                 | 15965            | FULCRUM COUNSELORS, LLC                             |                | PROFESSIONAL SERVICE | 367.31        |
|                 | 15965            | FULCRUM COUNSELORS, LLC                             |                | PROFESSIONAL SERVICE | 705.00        |
|                 | 16672            | GRAFTON SCHOOL INC                                  |                | PROFESSIONAL SERVICE | 795.00        |
|                 | 19233            | JAMES RIVER THERAP SVCS                             |                | PROFESSIONAL SERVICE | 7,083.25      |
|                 | 19233            | JAMES RIVER THERAP SVCS                             |                | PROFESSIONAL SERVICE | 283.50        |
|                 |                  |                                                     |                | PROFESSIONAL SERVICE | 488.25        |



| MAJOR#<br>ACCT# | VENDOR<br>NUMBER<br>NAME         | INVOICE#        | DESCRIPTION          | AMOUNT    |
|-----------------|----------------------------------|-----------------|----------------------|-----------|
| 081100          | PLANNING                         |                 |                      |           |
| 3600            | 15241 FARMVILLE HERALD           | 222498 1624998  | PC SCHOOLS SIGNS     | 332.25 *  |
| 5210            | Postal Services                  |                 |                      | 332.25 *  |
| 5230            | 11250 BENCHMARK COMMUNITY BANK   | 1563 ADMIN 0523 | USPS CHGS PLANNING   | 45.00 *   |
|                 | Telecommunications               |                 |                      | 45.00 *   |
| 6001            | 31339 VERIZON WIRELESS           | 242374982 0523  | CELL PHONE           | 80.58     |
|                 | Office Supplies                  |                 |                      | 80.58 *   |
|                 | 11250 BENCHMARK COMMUNITY BANK   | 1563 ADMIN 0523 | ADOBE SUBSCRPTN      | 19.99     |
| 081500          | ECONOMIC DEVELOPMENT             |                 |                      | 19.99 *   |
| 3600            | 21756 LETTERPRESS COMMUNICATIONS | 2643            | ED RETAINER APRIL 23 | 477.82 ** |
| 5230            | Telecommunications               |                 |                      | 281.25 *  |
| 6001            | 31339 VERIZON WIRELESS           | 242374982 0523  | CELL PHONE           | 40.29     |
|                 | Office Supplies                  |                 |                      | 40.29 *   |
| 081600          | TOURISM                          |                 |                      |           |
| 3600            | 21756 LETTERPRESS COMMUNICATIONS | 2643            | ADOBE SUBSCRIPTION   | 19.99     |
| 3700            | 21756 LETTERPRESS COMMUNICATIONS | 2643            | ADOBE SUBSCRIPTION   | 19.99 *   |
|                 | Transient Occupancy Tax E        |                 |                      | 341.53 ** |
| 5110            | 31846 DOMINION ENERGY VIRGINIA   | 0675198071 0423 | VISITORS CENTER A    | 178.18    |
|                 | 31846 DOMINION ENERGY VIRGINIA   | 1059387447 0423 | VISITORS CENTER B    | 41.21     |
|                 | Electrical Services              |                 |                      | 219.39 *  |
|                 | ACCOUNT TOTAL                    |                 |                      |           |
|                 | MAJOR TOTAL                      |                 |                      |           |

| MAJOR#<br>ACCT# | VENDOR<br>NUMBER             | VENDOR<br>NAME                                        | INV#            | DESCRIPTION           | ACCOUNT TOTAL | AMOUNT      |
|-----------------|------------------------------|-------------------------------------------------------|-----------------|-----------------------|---------------|-------------|
| 5130            | 29332                        | TOWN OF FARMVILLE<br>Water & Sewer                    | VISTRS CTR 0423 | WATER & SEWER         | 53.04 *       | 53.04 *     |
| 5210            | 11250                        | Postal Services<br>BENCHMARK COMMUNITY BANK           | 1563 ADMIN 0523 | UPS CHARGES           | 19.88         | 19.88       |
|                 | 11250                        | BENCHMARK COMMUNITY BANK                              | 1563 ADMIN 0523 | UPS CHARGES           | 32.00         | 32.00       |
|                 | 11250                        | BENCHMARK COMMUNITY BANK                              | 1563 ADMIN 0523 | UPS CHARGES           | 7.53          | 7.53        |
| 5230            | 20904                        | Telecommunications<br>KINEX NETWORKING SOLUTION       | 2305-0018608    | VISITOR CENTER        | 111.85        | 111.85 *    |
| 5892            | 15958                        | VTC ARPA Tourism Grant<br>FRAZIER & FRAZIER INC       | 04-7946         | PEC WAYFINDING        | 1,260.00      | 1,260.00 *  |
| 5893            | 11250                        | VTC DMO Marketing Grant<br>BENCHMARK COMMUNITY BANK   | 1555 ADMIN 0523 | VTC DMO GRNT WELLNS23 | 3,000.00      | 3,000.00    |
| 6001            | 21756                        | LETTERPRESS COMMUNICATIONS<br>Office Supplies         | 2643            | QRCODE MAY 23-APR 24  | 60.00         | 60.00       |
|                 | 10259                        | AMAZON CAPITAL SERVICES                               | 199M-DFXK-LHTR  | BROCHURE HOLDER       | 68.38         | 68.38       |
|                 | 10259                        | AMAZON CAPITAL SERVICES                               | 199M-DFXK-LHTR  | WALL POSTER FRAME     | 11.53         | 11.53       |
|                 | 10259                        | AMAZON CAPITAL SERVICES                               | 199M-DFXK-LHTR  | LITERATURE ORGANIZER  | 34.19         | 34.19       |
|                 | 10259                        | AMAZON CAPITAL SERVICES                               | 199M-DFXK-LHTR  | FRAMES                | 13.99         | 13.99       |
|                 | 20600                        | KEY OFFICE SUPPLY                                     | 1 577647        | TAPE/RUBBER BANDS     | 48.11         | 48.11       |
| 082300          | FLOOD & EROSION CONTROL      |                                                       |                 | ACCOUNT TOTAL         | 176.20 *      | 176.20 *    |
| 5470            | 17925                        | Stormwater Review Fees<br>HURT & PROFFITT, INC        | 78215 20220727  | PEC PLAN REVIEW       | 5,714.89 **   | 5,714.89 ** |
| 083500          | COOPERATIVE EXTENSION OFFICE |                                                       |                 | ACCOUNT TOTAL         | 1,085.00 *    | 1,085.00 *  |
| 3199            | 14802                        | Purchase of Service - Oth<br>ERIN SMALL               | REIMB 0423      | NACDEP REIMBURSEMNT   | 360.00        | 360.00      |
|                 | 14802                        | ERIN SMALL                                            | REIMB 0423 2    | UBER FARE             | 50.33         | 50.33       |
| 5230            | 21319                        | Telecommunications<br>BRIGHTSPEED                     | 309520098 0423  | PE COOP EXT SVC       | 410.33 *      | 410.33 *    |
| 091000          | GENERAL EXPENSE              |                                                       |                 | ACCOUNT TOTAL         | 148.32        | 148.32      |
| 5230            | 20904                        | Internal Telecom Account<br>KINEX NETWORKING SOLUTION | 2305-0018609    | COUNTY ADMIN          | 148.32 *      | 148.32 *    |
|                 |                              |                                                       |                 | ACCOUNT TOTAL         | 558.65 **     | 558.65 **   |
|                 |                              |                                                       |                 | ACCOUNT TOTAL         | 140.30        | 140.30      |

| MAJOR#<br>ACCT# | VENDOR<br>NUMBER | VENDOR<br>NAME           | INV#            | DESCRIPTION          | AMOUNT              |
|-----------------|------------------|--------------------------|-----------------|----------------------|---------------------|
| 5803            | 25247            | Internal Fuel Account    |                 |                      |                     |
|                 | 25247            | PARKER OIL COMPANY INC   | 383091 14080G 7 | GAS                  | 3,386.89            |
|                 | 25247            | PARKER OIL COMPANY INC   | 391994 14080G 7 | GAS                  | 4,606.01            |
|                 | 25247            | PARKER OIL COMPANY INC   | 397923 14080G 7 | GAS                  | 3,075.43            |
|                 | 25247            | PARKER OIL COMPANY INC   | 404418 14080G 7 | GAS                  | 3,046.66            |
|                 | 25247            | PARKER OIL COMPANY INC   | 407204 14080G 7 | GAS                  | 1,603.57            |
|                 |                  |                          |                 | <b>ACCOUNT TOTAL</b> | <b>15,718.56 *</b>  |
| 5807            | 11250            | Contingency              |                 |                      |                     |
|                 | 11250            | BENCHMARK COMMUNITY BANK | 1563 ADMIN 0523 | PEC TABLE THROW      | 202.02              |
|                 | 27756            | BENCHMARK COMMUNITY BANK | 1563 ADMIN 0523 | PEC TABLE THROW      | 187.58              |
|                 |                  | ROCHETTE'S FLORIST       | 20901           | FLOWERS EDNA LEE     | 70.00               |
| 5811            | 15837            | Flores Admin Fee         |                 |                      |                     |
|                 | 15837            | FLORES & ASSOCIATES, LLC | 434473          | MAY 2023             | 459.60 *            |
|                 |                  |                          |                 | <b>ACCOUNT TOTAL</b> | <b>100.00</b>       |
| 093000          |                  | FUND TRANSFERS OUT       |                 |                      |                     |
| 0710            | 25820            | To IDA Fund              |                 |                      |                     |
|                 | 25820            | PRINCE EDWARD CO IDA     | GRNT MTCH 0523  | ED STRGC PLN GRNT MT | 15,000.00           |
|                 | 25820            | PRINCE EDWARD CO IDA     | REIMB 0523      | REINVEST GRANT REIMB | 82,863.17           |
|                 |                  |                          |                 | <b>ACCOUNT TOTAL</b> | <b>97,863.17 *</b>  |
|                 |                  |                          |                 | <b>MAJOR TOTAL</b>   | <b>97,863.17 **</b> |
| 094000          |                  | CAPITAL PROJECTS         |                 |                      |                     |
| 0003            | 29280            | Sandy River Project      |                 |                      |                     |
|                 | 29280            | TIMMONS GROUP            | 311758 53411    | SRR WTR SMPPLNG PRGM | 42,076.64           |
|                 | 29280            | TIMMONS GROUP            | 312715 53411    | SRR WTR SMPPLNG PRGM | 13,634.23           |
|                 |                  |                          |                 | <b>ACCOUNT TOTAL</b> | <b>55,710.87 *</b>  |

| MAJOR#<br>ACCT# | VENDOR<br>NUMBER | VENDOR<br>NAME                                        | INV#                             | DESCRIPTION          | AMOUNT        |
|-----------------|------------------|-------------------------------------------------------|----------------------------------|----------------------|---------------|
| 0007            | 11250            | BUSINESS PARK ROAD DEVELO<br>BENCHMARK COMMUNITY BANK | 1555 ADMIN 0523<br>APPLICATION 3 | WATER TEST KITS      | 82.36         |
|                 | 19931            | J.R. CASKEY, INC.                                     | 312544 46958                     | IND ACCESS RD PMT 3  | 620,610.41    |
|                 | 29280            | TIMMONS GROUP                                         | 312716 56908                     | PEC BUS PRK ACC RD   | 2,900.00      |
|                 | 29280            | TIMMONS GROUP                                         |                                  | PBB ACC RD CONST SVC | 23,257.50     |
|                 |                  |                                                       |                                  | ACCOUNT TOTAL        | 646,850.27 *  |
| 0010            | 22910            | Compactor Site Improvemen<br>MOUNTAIN CREEK SIGNS     | 1505                             | RICE CONV AREA       | 214.00        |
|                 | 31846            | DOMINION ENERGY VIRGINIA                              | 4848632024 0523                  | RICE TEMP DUMP SITE  | 56.89         |
|                 | 32285            | WEBB DEVELOPMENT LLC                                  | APPLICATION 1                    | RICE CONV SITE PMT 1 | 99,413.70     |
|                 |                  |                                                       |                                  | ACCOUNT TOTAL        | 99,684.59 *   |
| 0043            | 12080            | General Properties<br>CALLAWAY INDUSTRIAL SERVIC      | 1120                             | CUPOLA CLEAN/PAINT   | 27,679.60     |
|                 | 14401            | ALFRED BOLESZAW BUCZEK                                | 261                              | INSTALL CUPOLA       | 676.20        |
|                 | 18910            | J W SQUIRE CO., INC.                                  | 12420                            | SECTION 3 FLOOR      | 17,271.00     |
|                 | 18910            | J W SQUIRE CO., INC.                                  | 12430                            | SECTION 4 FLOOR      | 18,283.00     |
|                 |                  |                                                       |                                  | ACCOUNT TOTAL        | 63,909.80 *   |
| 0044            | 13199            | AFID - Cannery<br>RANDY DAWSON                        | 000300                           | STEAM PIPES/VLVS/GUA | 68,500.00     |
|                 |                  |                                                       |                                  | ACCOUNT TOTAL        | 68,500.00 *   |
|                 |                  |                                                       |                                  | MAJOR TOTAL          | 934,655.53 ** |
| 095000          |                  | DEBT SERVICE                                          |                                  |                      |               |
| 0116            | 29988            | 2022 Bond Financing - Pri<br>TRUIST BANK              | 994600233700001                  | LANDFILL LOADER      | 41,166.96 *   |
|                 |                  |                                                       |                                  | ACCOUNT TOTAL        | 41,166.96 *   |
| 0117            | 29988            | 2022 Bond Financing - Int<br>TRUIST BANK              | 994600233700001                  | LANDFILL LOADER INT  | 8,945.15      |
|                 |                  |                                                       |                                  | ACCOUNT TOTAL        | 8,945.15 *    |
|                 |                  |                                                       |                                  | MAJOR TOTAL          | 50,112.11 **  |
|                 |                  |                                                       |                                  | FUND TOTAL           | 1,461,476.53  |

AP375H  
6/05/2023  
FUND # - 105

FORFEITED ASSETS FUND

PRINCE EDWARD

LISTING OF INVOICES FOR 5/01/2023 -- 5/31/2023

AFTER CHECKS  
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| MAJOR# | VENDOR NUMBER | VENDOR NAME                             | INV#            | DESCRIPTION        | ACCOUNT TOTAL | MAJOR TOTAL | FUND TOTAL | AMOUNT |
|--------|---------------|-----------------------------------------|-----------------|--------------------|---------------|-------------|------------|--------|
| 6010   | 11894         | Police Supplies - Sheriff BUSINESS CARD | 0555SHERIFF0523 | NEIGHBORHOOD WATCH | 1,188.86      | 1,188.86    | 1,188.86   | *      |
|        |               |                                         |                 |                    | 1,188.86      | 1,188.86    | 1,188.86   | **     |
|        |               |                                         |                 |                    |               |             | 1,188.86   |        |

| MAJOR#<br>ACCT#<br>010000 | VENDOR<br>NUMBER | VENDOR<br>NAME                                       | INV#          | DESCRIPTION          | ACCOUNT TOTAL | AMOUNT      |
|---------------------------|------------------|------------------------------------------------------|---------------|----------------------|---------------|-------------|
| 3150                      | 25213            | Legal Services<br>PANDAK & TAVES, PLLC               | 690           | SRR WATER PRJCT PPEA | 2,387.30      | 2,387.30 *  |
| 3160                      | 25327            | Professional Service-Engi<br>PENNONI ASSOCIATES INC. | 1168833 21001 | COPED21001 PPEA ENG  | 945.25        | 945.25 *    |
|                           |                  |                                                      |               | ACCOUNT TOTAL        | 3,332.55      | 3,332.55 ** |
|                           |                  |                                                      |               | FUND TOTAL           |               |             |

AP375H  
6/05/2023  
FUND # - 205

EMS DISTRICT FUND

PRINCE EDWARD  
LISTING OF INVOICES FOR 5/01/2023 -- 5/31/2023

AFTER CHECKS  
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| MAJOR#<br>ACCT#<br>032301 | VENDOR<br>NUMBER<br>EMS | VENDOR<br>NAME             | INV#    | DESCRIPTION       | AMOUNT      |
|---------------------------|-------------------------|----------------------------|---------|-------------------|-------------|
| 7008                      | 11491                   | Meherrin EMS<br>ARC3 GASES | 9750202 | CYLINDER RENTAL   | 44.64       |
|                           | 14734                   | EMERGENCY MEDICAL PRODUCT  | 2543389 | EMS SUPPLIES      | 1,266.63    |
|                           | 14734                   | EMERGENCY MEDICAL PRODUCT  | 2543836 | CURAPLEX HOT PACK | 16.00       |
|                           | 32516                   | WHITE'S BLDG SUPPLY INC.   | 27000/1 | ADPTR/VLVE/CLAMP  | 28.75       |
|                           |                         |                            |         | ACCOUNT TOTAL     | 1,356.02 *  |
|                           |                         |                            |         | MAJOR TOTAL       | 1,356.02 ** |
|                           |                         |                            |         | FUND TOTAL        | 1,356.02    |

AP375H  
6/05/2023  
FUND # - 501 WATER FUND

PRINCE EDWARD  
LISTING OF INVOICES FOR 5/01/2023 -- 5/31/2023

AFTER CHECKS  
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| MAJOR#<br>ACCT#<br>043200 | VENDOR<br>NUMBER<br>GENERAL PROPERTIES | VENDOR<br>NAME                     | INV#            | DESCRIPTION   | AMOUNT    |
|---------------------------|----------------------------------------|------------------------------------|-----------------|---------------|-----------|
| 5130                      | 29332                                  | Water Service<br>TOWN OF FARMVILLE | WATER TANK 0423 | WATER & SEWER | 220.37    |
|                           |                                        |                                    |                 | ACCOUNT TOTAL | 220.37 *  |
|                           |                                        |                                    |                 | MAJOR TOTAL   | 220.37 ** |
|                           |                                        |                                    |                 | FUND TOTAL    | 220.37    |



AP375H  
6/05/2023  
FUND # - 502 SEWER FUND

PRINCE EDWARD  
LISTING OF INVOICES FOR 5/01/2023 -- 5/31/2023

AFTER CHECKS  
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| MAJOR# | ACCT# | VENDOR NUMBER | VENDOR NAME                                       | CONTRACTUAL SERVICES | INVT#      | DESCRIPTION          | AMOUNT                                |
|--------|-------|---------------|---------------------------------------------------|----------------------|------------|----------------------|---------------------------------------|
| 3810   |       | 12775         | Repairs & Maintenance<br>COMMONWEALTH ENGINEERING |                      | 42745      | MANOR SEWER CNTRL PN | 8,755.00<br>8,755.00 *<br>8,755.00 ** |
| 043200 |       |               | GENERAL PROPERTIES                                |                      |            |                      |                                       |
| 5110   |       | 31846         | Electrical Services<br>DOMINION ENERGY VIRGINIA   |                      | 4148700281 | SEWER PUMP           | 50.00<br>50.00 *<br>50.00 **          |
|        |       |               |                                                   |                      |            | ACCOUNT TOTAL        | 8,805.00                              |
|        |       |               |                                                   |                      |            | MAJOR TOTAL          |                                       |
|        |       |               |                                                   |                      |            | FUND TOTAL           |                                       |

| MAJOR# | ACCT# | VENDOR NUMBER | VENDOR NAME                                          | INV#            | DESCRIPTION          | ACCOUNT TOTAL | AMOUNT     |
|--------|-------|---------------|------------------------------------------------------|-----------------|----------------------|---------------|------------|
| 3160   |       | 29349         | Professional Services<br>TOWNSEND, DANIEL            | REIMB 0523      | PHYSICAL             |               | 135.00 *   |
|        |       |               |                                                      |                 |                      |               | 135.00 *   |
| 3310   |       | 32926         | Repairs/Maintenance<br>WRIGHT AUTO SUPPLY            | 251544          | CPLNG/CLNR/GOJO/TWLS |               | 114.24     |
|        |       |               |                                                      | 252912          | ANTI-FREEZE/TAPE     |               | 31.91      |
|        |       |               |                                                      |                 |                      |               | 146.15 *   |
| 3311   |       | 10259         | Repairs & Maint-Auto & Eq<br>AMAZON CAPITAL SERVICES | 1JTY-YQFN-L3MN  | WORK GLOVES          |               | 31.99      |
|        |       |               |                                                      | 1JTY-YQFN-L3MN  | WORK GLOVES          |               | 107.88     |
|        |       |               |                                                      | 1JTY-YQFN-L3MN  | SHIPPING             |               | 4.22       |
|        |       |               |                                                      | 0226426         | CALL/FILTER/SENSOR   |               | 1,259.87   |
|        |       |               |                                                      | 0226705         | TIRES 20 KENW T440   |               | 2,052.32   |
|        |       |               |                                                      | 0227042         | PULLED TANKS/CLEAN   |               | 710.00     |
|        |       |               |                                                      | 0227190         | MOWER TIRE TUBE      |               | 19.99      |
|        |       |               |                                                      | 443771          | SENSOR               |               | 264.80     |
|        |       |               |                                                      | 443908          | SENSOR               |               | 220.25     |
|        |       |               |                                                      | 901177-KWSCQF   | RATCHET STRP/TREEBLK |               | 101.56     |
|        |       |               |                                                      | IV-101785634    | VDOT#57 DRLNGTN HGTS |               | 500.24     |
|        |       |               |                                                      | IV-101785634    | VDOT#26 PROSPECT     |               | 324.83     |
|        |       |               |                                                      | 253071          | BRAKE PRTS CLEANER   |               | 81.36      |
|        |       |               |                                                      | 253148          | FILTERS/OIL/CNTRLARM |               | 501.58     |
|        |       |               |                                                      | 253182          | FULE FILTER/COUPLNG  |               | 48.82      |
|        |       |               |                                                      | 253318          | REFRGRNT/CAN SS      |               | 105.19     |
|        |       |               |                                                      |                 |                      |               | 6,334.90 * |
| 3840   |       |               | Contract Landfill - POS                              | 0974-000622033  | TRASH COLLECTION     |               | 489.41     |
|        |       |               |                                                      | 0974-000622034  | TRASH COLLECTION     |               | 279.80     |
|        |       |               |                                                      | 0974-000622035  | TRASH COLLECTION     |               | 274.74     |
|        |       |               |                                                      |                 |                      |               | 1,043.95 * |
| 3841   |       | 14723         | Purchase of Service - Rec                            | 504578          | TIRE RECYCLING       |               | 352.50     |
|        |       |               |                                                      | 504579          | TIRE RECYCLING       |               | 438.00     |
|        |       |               |                                                      | 504648          | TIRE RECYCLING       |               | 558.00     |
|        |       |               |                                                      | 504649          | TIRE RECYCLING       |               | 558.00     |
|        |       |               |                                                      | 504887          | TIRE RECYCLING       |               | 613.50     |
|        |       |               |                                                      | 504888          | TIRE RECYCLING       |               | 327.00     |
|        |       |               |                                                      | APRIL 2023      | RECYCLING            |               | 580.08     |
|        |       |               |                                                      |                 |                      |               | 3,427.08 * |
| 5110   |       | 28640         | Electrical Services                                  | 114379001 0523  | DARLINGTON HEIGHTS   |               | 53.24      |
|        |       |               |                                                      | 114379003 0423  | RECYCLING CENTER     |               | 73.81      |
|        |       |               |                                                      | 0670040567 0423 | CELL C PUMP STATION  |               | 21.34      |
|        |       |               |                                                      | 1144204110 0423 | GREEN BAY CONV SITE  |               | 102.37     |
|        |       |               |                                                      | 1144204110 0523 | GREEN BAY CONV SITE  |               | 58.91      |
|        |       |               |                                                      | 4268948512 0423 | LANDFILL OFFICE      |               | 136.16     |
|        |       |               |                                                      | 5181167213 0423 | SCLHSE LEACHATE PUMP |               | 357.10     |

| MAJOR#<br>ACCT# | VENDOR<br>NUMBER | VENDOR<br>NAME             | INV#            | DESCRIPTION          | AMOUNT     |
|-----------------|------------------|----------------------------|-----------------|----------------------|------------|
| 5230            | 31846            | DOMINION ENERGY VIRGINIA   | 7471653571 0423 | WORSHAM CONV SITE    | 56.22      |
|                 | 31846            | DOMINION ENERGY VIRGINIA   | 8535655636 0423 | LANDFILL SHOP        | 11.36      |
|                 | 31846            | DOMINION ENERGY VIRGINIA   | 8601161519 0423 | PROSPECT CONV SITE   | 81.89      |
|                 | 31846            | DOMINION ENERGY VIRGINIA   | 8970737501 0423 | SCALE HOUSE          | 98.84      |
|                 | 31846            | DOMINION ENERGY VIRGINIA   | 9176847250 0423 | LANDFILL SHELTER     | 38.95      |
|                 |                  |                            |                 | ACCOUNT TOTAL        | 1,090.19 * |
|                 | 21319            | Telecommunications         | 309480181 0423  | GREEN BAY CONV SITE  | 80.00      |
|                 | 21319            | BRIGHTSPEED                | 309480181 0523  | GREEN BAY CONV SITE  | 53.36      |
|                 | 21319            | BRIGHTSPEED                | 309553498 0423  | RICE CONV SITE       | 61.78      |
|                 | 21319            | BRIGHTSPEED                | 309615846 0423  | TUGGLE CONV SITE     | 74.62      |
|                 | 21319            | BRIGHTSPEED                | 309714661 0523  | PROSPECT CONV SITE   | 56.36      |
|                 | 21319            | BRIGHTSPEED                | 310039285 0523  | WORSHAM CONV SITE    | 56.63      |
|                 | 31337            | VERIZON                    | 131056010 0423  | DARLINGTON HEIGHTS   | 77.09      |
|                 | 31337            | VERIZON                    | 743213759 0423  | VIRSO CONV SITE      | 76.19      |
|                 | 31337            | VERIZON                    | 743213759 0523  | VIRSO CONV SITE      | 76.19      |
|                 | 31339            | VERIZON WIRELESS           | 242374982 0523  | CELL PHONE           | 23.21      |
|                 |                  |                            |                 | ACCOUNT TOTAL        | 635.43 *   |
| 5440            | 28869            | Portable Toilet Rental     | 10429           | MONTHLY SERVICE      | 877.50     |
|                 |                  | STIFF O O INC              |                 |                      | 877.50 *   |
| 6008            | 25782            | Vehicle & Powered Equip F  | DIESEL 0323     | COLLECTIONS DIESEL   |            |
|                 |                  | PRINCE EDWARD CO PBLC SCH  |                 |                      |            |
| 6009            | 32926            | Vehicle & Powered Equip S  | 252286          | GREASE FTGS/BLUE DEF | 253.00     |
|                 |                  | WRIGHT AUTO SUPPLY         |                 |                      | 253.00 *   |
|                 |                  |                            |                 | ACCOUNT TOTAL        | 2,106.51   |
|                 |                  |                            |                 | ACCOUNT TOTAL        | 2,106.51 * |
| 042400          |                  | LANDFILL OPERATIONS        |                 |                      |            |
| 3160            | 21105            | Professional Services      | 182801222313302 | PEC LNDF MJ PMT MOD  | 2,875.00   |
|                 | 21105            | LABELLA ASSOCIATES, D.P.C. | 193951 22231332 | PEC LNDFL MJ PRMT MO | 551.25     |
|                 | 21105            | LABELLA ASSOCIATES, D.P.C. | 193952 22231331 | PEC 23 ENG ANNL SVCS | 1,235.00   |
|                 | 21105            | LABELLA ASSOCIATES, D.P.C. | 194081 22231333 | PEC 23 ENV ANNL SVCS | 5,128.69   |
|                 |                  |                            |                 | ACCOUNT TOTAL        | 9,789.94 * |
| 3310            | 10259            | Repairs/Maintenance        | 1JTY-YQFN-L3MN  | WORK GLOVES          | 238.28     |
|                 | 10259            | AMAZON CAPITAL SERVICES    | 1JTY-YQFN-L3MN  | WORK GLOVES          | 9.49       |
|                 | 10259            | AMAZON CAPITAL SERVICES    | 1JTY-YQFN-L3MN  | SHIPPING             | 4.23       |
|                 | 11371            | PEARSON EQUIPMENT COMPANY  | 10-314520       | BLADE 3"             | 500.50     |
|                 | 11491            | ARC3 GASES                 | 10-314520       | BLADE 3"             | 500.50-    |
|                 | 11491            | ARC3 GASES                 | 0009809303      | FLUX/NOZZLE/TIP      | 164.50     |
|                 | 13000            | CURTIS LANE HOLDINGS, LLC  | 0009814912      | CONTACT TIP          | 47.00      |
|                 | 13000            | CURTIS LANE HOLDINGS, LLC  | 10-314520 DUP   | KIT, BLADE 3IN       | 500.50     |
|                 | 15597            | FERGUSON ENTERPRISES, LLC  | 10-316864       | FILTER/FRK FRME/TETH | 1,509.16   |
|                 | 21811            | LOWE'S                     | 0562870         | PVC PIPING           | 92.13      |
|                 |                  |                            | 906833-KUMINL   | JANITORAL SUPPLIES   | 106.10     |

| MAJOR#<br>ACCT# | VENDOR<br>NUMBER | VENDOR<br>NAME             | INVOICE<br>NUMBER | DESCRIPTION         | AMOUNT       |
|-----------------|------------------|----------------------------|-------------------|---------------------|--------------|
| 3311            | 32926            | WRIGHT AUTO SUPPLY         | 252826            | HSE/WRNCH/CHK SPRY  | 2,754.83 *   |
|                 |                  | Equipment Repairs & Maint  |                   |                     |              |
|                 | 10259            | AMAZON CAPITAL SERVICES    | 1JTY-YQFN-L3MN    | WORK GLOVES         | 37.16        |
|                 | 10259            | AMAZON CAPITAL SERVICES    | 1JTY-YQFN-L3MN    | WORK GLOVES         | 14.98        |
|                 | 11371            | PEARSON EQUIPMENT COMPANY  | 10-314348         | FLTR/OIL/FUEL LINE  | 523.64       |
|                 | 11371            | PEARSON EQUIPMENT COMPANY  | 10-314348         | FLTR/OIL/FUEL LINE  | 523.64-      |
|                 | 11491            | ARC3 GASES                 | 0009830609        | CYLINDER RENTAL     | 32.40        |
|                 | 13000            | CURTIS LANE HOLDINGS, LLC  | 10-314348 DUP     | FLTR/OIL/HYD FLUID  | 523.64       |
|                 | 13369            | DIAMOND SPRINGS WATER INC  | 3062 3669848      | WATER COOLER RENT   | 8.95         |
|                 | 13369            | DIAMOND SPRINGS WATER INC  | 3062 3702112      | (2) 5GL WATER       | 19.13        |
|                 | 23246            | NAPA AUTO PARTS (APPOMATTO | 238609            | BATT BRUSH/CLEANER  | 18.14        |
|                 | 32926            | WRIGHT AUTO SUPPLY         | 253664            | FILTERS/DIESEL TRT  | 180.36       |
|                 | 32926            | WRIGHT AUTO SUPPLY         | 253769            | CBL TIE/FUEL TREAT  | 26.72        |
|                 | 32926            | WRIGHT AUTO SUPPLY         | 253789            | BATT CABLE TERMINAL | 8.26         |
|                 |                  |                            |                   | ACCOUNT TOTAL       | 869.74 *     |
| 5230            | 21319            | Telecommunications         | 309326764 0423    | LANDFILL            | 121.21       |
|                 | 31339            | BRIGHTSPEED                | 242374982 0523    | CELL PHONE          | 80.30        |
|                 |                  |                            |                   | ACCOUNT TOTAL       | 201.51 *     |
| 6008            | 14700            | Fuel                       | 21022T 3662       | DIESEL              | 300.00       |
|                 | 14700            | ELLINGTON ENERGY SERVICE   | 21022T 7703       | DIESEL              | 205.20       |
|                 | 25247            | PARKER OIL COMPANY INC     | 490144 63792K 6   | OFF ROAD DIESEL     | 7,900.24     |
|                 | 25247            | PARKER OIL COMPANY INC     | 491693 63792K 6   | OFF ROAD DIESEL     | 1,293.33     |
|                 | 25782            | PRINCE EDWARD CO PBLIC SCH | DIESEL 0323       | LANDFILL DIESEL     | 363.98       |
|                 |                  |                            |                   | ACCOUNT TOTAL       | 10,062.75 *  |
| 6009            | 32926            | Vehicle & Powered Equip S  | 253307            | FUEL FLTR/HSE CLAMP | 55.33        |
|                 |                  | WRIGHT AUTO SUPPLY         |                   |                     | 55.33 *      |
| 6011            | 27148            | Uniforms & Wearing Appare  | 20230504081090    | SHOES D TOWNSEND    | 237.79       |
|                 | 27148            | RED WING BUSINESS ADVANTAG | 511 71 14423      | SHOES LORENZO REED  | 188.59       |
|                 | 27148            | RED WING BUSINESS ADVANTAG | 511 71 14424      | SHOES MIKE SMITH    | 196.79       |
|                 | 27148            | RED WING BUSINESS ADVANTAG | 511 71 14425      | SHOES A ELLINGTON   | 213.19       |
|                 | 27148            | RED WING BUSINESS ADVANTAG | 511 71 14426      | SHOES JEFF JONES    | 225.49       |
|                 | 27148            | RED WING BUSINESS ADVANTAG | 511 71 14427      | SHOES PAUL LANGLOIS | 225.49       |
|                 | 27148            | RED WING BUSINESS ADVANTAG | 511 71 14428      | SHOES TIM HARRIS    | 204.99       |
|                 | 27922            | CINTAS CORPORATION #524    | 4153087683        | UNIFORM RENTAL      | 66.97        |
|                 | 27922            | CINTAS CORPORATION #524    | 4153782264        | UNIFORM RENTAL      | 66.97        |
|                 | 27922            | CINTAS CORPORATION #524    | 4154561535        | UNIFORM RENTAL      | 92.51        |
|                 | 27922            | CINTAS CORPORATION #524    | 4155258591        | UNIFORM RENTAL      | 71.35        |
|                 | 27922            | CINTAS CORPORATION #524    | 4155890693        | UNIFORM RENTAL      | 71.35        |
|                 |                  |                            |                   | ACCOUNT TOTAL       | 1,861.48 *   |
|                 |                  |                            |                   | MAJOR TOTAL         | 25,595.58 ** |
|                 |                  |                            |                   | FUND TOTAL          | 41,645.29    |

AP375H  
6/05/2023  
FUND # - 705

PRINCE EDWARD  
LISTING OF INVOICES FOR 5/01/2023 -- 5/31/2023

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| MAJOR#<br>ACCT#<br>033200 | VENDOR<br>NUMBER | VENDOR<br>NAME                      | INV# | DESCRIPTION        | AMOUNT                                |
|---------------------------|------------------|-------------------------------------|------|--------------------|---------------------------------------|
| 3196                      | 25375            | PRJDC CIP<br>PIEDMONT RGNL JUVENILE | 2123 | PROF SVC ABM PRJCT | 5,654.72<br>5,654.72 *<br>5,654.72 ** |
|                           |                  |                                     |      | ACCOUNT TOTAL      | 5,654.72                              |
|                           |                  |                                     |      | MAJOR TOTAL        | 5,654.72                              |
|                           |                  |                                     |      | FUND TOTAL         | 5,654.72                              |

| MAJOR#<br>ACCT#<br>021400 | VENDOR<br>NUMBER<br>PIEDMONT COURT SERVICES | VENDOR<br>NAME<br>PIEDMONT COURT SERVICES | INV#            | DESCRIPTION          | AMOUNT       |
|---------------------------|---------------------------------------------|-------------------------------------------|-----------------|----------------------|--------------|
| 3199                      | 28095                                       | ALERE TOXICOLOGY SERV INC                 | L3511193        | LAB CONF PRETRIAL    | 41.32        |
|                           | 28095                                       | ALERE TOXICOLOGY SERV INC                 | L3511193        | LAB CONF PROBATION   | 82.64        |
|                           |                                             |                                           |                 | ACCOUNT TOTAL        | 123.96 *     |
| 5110                      | 31846                                       | DOMINION ENERGY VIRGINIA                  | 4324962309 0423 | ELECTRIC PCS         | 78.99        |
|                           | 31846                                       | DOMINION ENERGY VIRGINIA                  | 4324962309 0523 | ELECTRIC PCS         | 57.85        |
|                           | 31846                                       | DOMINION ENERGY VIRGINIA                  | 7218131923 0423 | ELECTRIC PCS         | 195.93       |
|                           | 31846                                       | DOMINION ENERGY VIRGINIA                  | 7218131923 0523 | ELECTRIC PCS         | 159.81       |
|                           |                                             |                                           |                 | ACCOUNT TOTAL        | 492.58 *     |
| 5210                      | 16944                                       | STIMPSON CONNIE                           | REIMB 0423 2    | PRETRIAL POSTCARDS   | 319.10       |
|                           | 16944                                       | STIMPSON CONNIE                           | REIMB 0423 3    | PRETRIAL STAMPS      | 64.10        |
|                           |                                             |                                           |                 | ACCOUNT TOTAL        | 383.20 *     |
| 5230                      | 20904                                       | KINEX NETWORKING SOLUTION                 | 2305-0018327    | STD VOICE LINE       | 67.17        |
|                           | 23933                                       | SEGRA                                     | 174057257 0423  | TELECOMMUNICATIONS   | 296.82       |
|                           |                                             |                                           |                 | ACCOUNT TOTAL        | 363.99 *     |
| 5420                      | 28724                                       | SRP CORPORATION LLC                       | RENT 0523       | MAY RENT             | 2,750.00     |
|                           |                                             |                                           |                 | ACCOUNT TOTAL        | 2,750.00 *   |
| 5510                      | 12595                                       | COLE, BRITNEY                             | MILEAGE 0423    | TRAVEL MILEAGE       | 98.64        |
|                           | 16944                                       | STIMPSON CONNIE                           | MILEAGE 0423    | TRAVEL MILEAGE PROBT | 11.27        |
|                           | 22496                                       | MITCHELL, TJSHAWN                         | MILEAGE 0423    | TRAVEL MILEAGE       | 145.41       |
|                           | 27170                                       | REESE-THOMAS A ROCQUELLE                  | MILEAGE 0423    | TRAVEL MILEAGE       | 110.04       |
|                           | 28833                                       | STATON REBECCA                            | MILEAGE 0423    | TRAVEL MILEAGE       | 133.23       |
|                           | 31091                                       | VITALE MATT                               | MILEAGE 0423    | TRAVEL MILEAGE       | 119.86       |
|                           | 32682                                       | WILLIAMSON DONALD                         | MILEAGE 0423    | TRAVEL MILEAGE       | 32.75        |
|                           | 32777                                       | WOMACK ROCKY                              | MILEAGE 0423    | TRAVEL MILEAGE       | 185.00       |
|                           |                                             |                                           |                 | ACCOUNT TOTAL        | 836.20 *     |
| 6001                      | 20600                                       | KEY OFFICE SUPPLY                         | 401 578347      | USB FLASH DRIVES     | 202.84       |
|                           | 20600                                       | KEY OFFICE SUPPLY                         | 401 578347      | USB FLASH DRIVES     | 71.60        |
|                           | 20600                                       | KEY OFFICE SUPPLY                         | 401 578348      | GLOVES               | 79.10        |
|                           | 20600                                       | KEY OFFICE SUPPLY                         | 401 578580      | VCIN PRINTER RIBBONS | 34.95        |
|                           |                                             |                                           |                 | ACCOUNT TOTAL        | 388.49 *     |
| 6012                      | 16944                                       | STIMPSON CONNIE                           | REIMB 0423 4    | CHK IN SYSTM SUBSCR  | 399.00       |
|                           |                                             |                                           |                 | ACCOUNT TOTAL        | 399.00 *     |
|                           |                                             |                                           |                 | MAJOR TOTAL          | 5,737.42 **  |
| 097001                    | PCS SUPERVISION FEES EXPENDITURES           |                                           |                 |                      |              |
| 5560                      | 16944                                       | STIMPSON CONNIE                           | REIMB 0423      | PCCJB DINNER MEETING | 428.13       |
|                           |                                             |                                           |                 | ACCOUNT TOTAL        | 428.13 *     |
|                           |                                             |                                           |                 | MAJOR TOTAL          | 428.13 **    |
|                           |                                             |                                           |                 | FUND TOTAL           | 6,165.55     |
|                           |                                             |                                           |                 | TOTAL DUE            | 1,529,844.89 |

Approved at meeting of \_\_\_\_\_ on \_\_\_\_\_.

Signed

|       |       |       |      |
|-------|-------|-------|------|
| _____ | Title | _____ | Date |
| _____ | Title | _____ | Date |
| _____ | Title | _____ | Date |



March 31, 2023

Prince Edward County, Virginia  
Post Office Box 382  
Farmville, VA 23901

[dstanley@co.prince-edward.va.us](mailto:dstanley@co.prince-edward.va.us)

[spuckett@co.prince-edward.va.us](mailto:spuckett@co.prince-edward.va.us)

[cbaker@co.prince-edward.va.us](mailto:cbaker@co.prince-edward.va.us)

**FOR PROFESSIONAL SERVICES RENDERED:**

**Invoice #1053**

General Legal Representation:

|         |                                                                                                                           |          |
|---------|---------------------------------------------------------------------------------------------------------------------------|----------|
| 3/1/23  | Review of contract for Webb Development LLC for The Rice Convenience Station and email approval to Doug Stanley.          | .75 hr.  |
| 3/3/23  | Receipt of email from Lowe's counsel to approve the Drainage and Sewer Easement Agreements. Delivery by next week.        | .25 hr.  |
| 3/6/23  | Email and research regarding letter to Registrar concerning previously registered voter.                                  | .75 hr.  |
| 3/10/23 | Email to Sarah Puckett concerning the correspondence from Tom Beshere re: Opioid Settlement.                              | .25 hr.  |
| 3/10/23 | Follow up email with Lowe's counsel regarding signatures on agreements.                                                   | .25 hr.  |
| 3/10/23 | Receipt and Review of County packet for March 14, 2023 regular Board Meeting.                                             | 1.00 hr. |
| 3/10/23 | Emails with Tom Beshere, Doug Stanley to confirm the new multistate Opioid settlement agreement and resend for signature. | .75 hr.  |



|         |                                                                                                                                                                                      |          |
|---------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 3/13/23 | Emails regarding the retention of records due to previous litigation and whether records needed to be retained or shredded.                                                          | .50 hr.  |
| 3/14/23 | Receipt of email with final fully executed contract for Rice Convenience Station.                                                                                                    | .25 hr.  |
| 3/14/23 | Receipt and review of Table Packet. Regular Meeting of the Prince Edward County Board of Supervisors.                                                                                | 2.75 hr. |
| 3/15/23 | Email to distribute final recorded copies of the IDA to Town of Farmville Deed of Easement and Second Amendment to Easements and Covenants 2023. Assemble, record at Clerk's Office. | 1.25 hr. |
| 3/20/23 | Receipt of email from Sarah Puckett concerning tasks assigned from the March 14, 2023 Board Meeting.                                                                                 | .25 hr.  |
| 3/20/23 | Email with initial contract proposal from Wayfinding-Phase 1 together with their manual and Summary. Review and approval of contract.                                                | .75 hr.  |
| 3/23/23 | Review of Solar Siting Agreement for Elam Road, from John Townsend.                                                                                                                  | .75 hr.  |
| 3/24/23 | Email correspondence w/ Tom Beshere concerning Board of Supervisors Resolution concerning the Opioid Settlement. Receipt of email from Karia Everhart.                               | .50 hr.  |

Total hours = 11 hrs. @ \$200.00/hr.

**BALANCE DUE** **\$2,200.00**

**DUE UPON RECEIPT**

Please make check payable to Terri Atkins Wilson, P.C.



April 30, 2023

Prince Edward County, Virginia  
Post Office Box 382  
Farmville, VA 23901

[dstanley@co.prince-edward.va.us](mailto:dstanley@co.prince-edward.va.us)

[spuckett@co.prince-edward.va.us](mailto:spuckett@co.prince-edward.va.us)

[cbaker@co.prince-edward.va.us](mailto:cbaker@co.prince-edward.va.us)

**FOR PROFESSIONAL SERVICES RENDERED:**

**Invoice #1054**

General Legal Representation:

|         |                                                                                                                                                                                           |          |
|---------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 4/3/23  | Review of email from Sarah Puckett concerning Draft of April Board Meeting agenda for review.                                                                                             | .25 hr.  |
| 4/4/23  | Email from Dough Stanley and review of Code of Virginia 15.2-2286.                                                                                                                        | .50 hr.  |
| 4/6/23  | Email receipt and review of 4/11/2023 Board Packet, including reference to website for Special Use Permit for Elam Road Solar, LLC.                                                       | 1.00 hr. |
| 4/11/23 | Email receipt and review of addendum packet for Regular Board Meeting. Regular Board meeting of Board of Supervisors.                                                                     | 3.50 hr. |
| 4/14/23 | Email receipt and review of email from Doug Stanley concerning the adoption of any ordinance during the Open Meeting law before July 2021. <u>Berry vs. Fairfax Board of Supervisors.</u> | .50 hr.  |
| 4/17/23 | Email and response from Sarah Puckett concerning April 19, 2023 Question and Answer session for Opioid Abatement.                                                                         | .25 hr.  |

|         |                                                                                                                                                                                                                                                                        |         |
|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| 4/17/23 | Email from Doug Stanley concerning Continuity of Government Ordinance and recent <u>Berry v. Board of Supervisors</u> discussion. Research and view List Serv discussion.                                                                                              | .75 hr. |
| 4/17/23 | Receipt of copy of Hanover County, Virginia, final order concerning demand for records retention from Lynette Wright. Follow up email concerning ability to shred 2020 election documents per the retention schedule. Consult List Serv of Local Government Attorneys. | .75 hr. |
| 4/18/23 | Plat for tax sale received and to be recorded for sale to Sarah Rush in Inst.#202202518                                                                                                                                                                                | .50 hr. |
| 4/25/23 | Email, phone call and discussion with Sarah Puckett, concerning request from citizen about payment for livestock by third party.                                                                                                                                       | .50 hr. |
| 4/26/23 | Receipt of email from Doug Stanley concerning Amelia County RFP for radio system.                                                                                                                                                                                      | .25 hr. |

Total hours = 8.75 hrs. @ \$200.00/hr.

|                    |                   |
|--------------------|-------------------|
| <b>BALANCE DUE</b> | <b>\$1,750.00</b> |
|--------------------|-------------------|

**DUE UPON RECEIPT**

Please make check payable to Terri Atkins Wilson, P.C.

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**Board of Supervisors  
Agenda Summary**

**Meeting Date:** June 13, 2023  
**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 \_\_\_\_\_

Cooper-Jones \_\_\_\_\_  
Emert \_\_\_\_\_

Gilliam \_\_\_\_\_  
Jenkins \_\_\_\_\_  
Jones \_\_\_\_\_

Pride \_\_\_\_\_  
Townsend \_\_\_\_\_  
Watson \_\_\_\_\_

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**Board of Supervisors  
Agenda Summary**

**Meeting Date:** June 13, 2023  
**Item No.:** 9  
**Department:** Finance/County Administration  
**Staff Contact:** Crystal Baker/Doug Stanley  
**Issue:** Appropriation of FY24 Prince Edward County Budget

**Summary:** On April 25, 2023 the Board of Supervisors approved the FY24 Budget for Prince Edward County. The resolution adopted on that date listed a total budget of \$69,732,747 which included a School budget of \$29,088,802 and a School Cafeteria Budget of \$1,469,883.

Attachment (1) is the Annual Resolution of Appropriations for the County of Prince Edward, fiscal year ending June 30, 2024.

Attachment (2) is the listing of the amounts to be specifically appropriated by the Board of Supervisors by Department or Fund.

**Attachments:**

1. Annual Resolution of FY24 Appropriations
2. Listing of FY24 appropriations by department/fund

**Recommendation:**

1. Approve the Annual Resolution of FY24 Appropriations
2. Appropriate the FY24 Budget for each County Department and Fund

Motion \_\_\_\_\_  
Second \_\_\_\_\_

Cooper-Jones \_\_\_\_\_  
Emert \_\_\_\_\_

Gilliam \_\_\_\_\_  
Jenkins \_\_\_\_\_  
Jones \_\_\_\_\_

Pride \_\_\_\_\_  
Townsend \_\_\_\_\_  
Watson \_\_\_\_\_



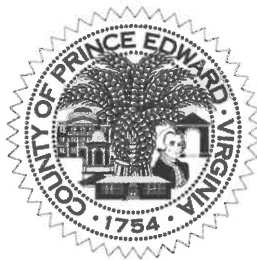
## ANNUAL RESOLUTION OF APPROPRIATION OF THE COUNTY OF PRINCE EDWARD FOR THE FISCAL YEAR ENDING JUNE 30, 2024

*A resolution to appropriate designated funds and accounts from specified estimated revenues for FY 2024 for the operating budget and the Capital Improvements Program for the County of Prince Edward and to authorize and empower County officers to expend funds and manage cash assets; and to establish policies under which funds will be expended and managed.*

The Prince Edward County Board of Supervisors does hereby resolve on this 13<sup>th</sup> day of June 2023 that, for the fiscal year beginning on July 1, 2023, and ending on June 30, 2024, the following sections are hereby adopted.

- Section 1. The cost centers shown on the attached letter labeled FY 2023-2024 Appropriations are hereby appropriated from the designated estimated revenues as approved by the Board of Supervisors on April 25, 2023 for FY 2023-2024.
- Section 2. Appropriations, in addition to those contained in this general Appropriations Resolution, may be made by the Board of Supervisors, only if deemed appropriate and there is available in the fund unencumbered or unappropriated sums sufficient to meet such appropriations.
- Section 3. All appropriations herein authorized shall be on the basis of cost centers for all departments and agencies and by Category.
- Section 4. The Social Services Board is separately granted authority for implementation of the appropriated funds for their respective operations. By this resolution the Social Services Board is authorized to approve the transfer of any unencumbered balance or portion thereof from one classification of expenditure to another within its respective funds in any amount.
- Section 5. The School Board is separately granted authority for implementation of the appropriated funds for their respective operations. Appropriations for the School Board are by Category. By this resolution the School Board is authorized to approve the transfer of any unencumbered balance or portion thereof from one classification of expenditure to another within a category.
- Section 6. The County Administrator is expressly authorized to approve transfers of any unencumbered balance or portion thereof from one classification of expenditure to another within the same Fund with the exception of Constitutional Officers for the efficient operation of government. Transfers into or out of a department of a Constitutional Officer requires prior approval of the Board of Supervisors.





- Section 7. All outstanding encumbrances, both operating and capital, at June 30, 2023 shall be re-appropriated to the FY 2024 fiscal year to the same cost center and account for which they are encumbered in the previous year.
- Section 8. At the close of the fiscal year, all unencumbered appropriations lapse for budget items other than those involving ongoing operational projects, or programs supported by grants or County funds, which must be preapproved by the County Administrator or his designee and submitted to the Board of Supervisors for final approval. Such funds must be applied to the purpose for which they were originally approved.
- Section 9. Appropriations previously designated for capital projects will not lapse at the end of the fiscal year but shall remain appropriated until the completion of the project if funding is available from all planned sources, or until the Board of Supervisors, by appropriate ordinance, resolution or other action changes or eliminates the appropriation. Upon completion of a capital project, the County Administrator is hereby authorized to close out the project and return to the funding source any remaining balances. This section applies to all existing appropriations for capital projects at June 30, 2023 and appropriations as they are made in the FY 2024 Budget. The County Administrator is hereby authorized to approve construction change orders to contracts up to an increase of \$10,000.00 or five percent, whichever ever is greater, as long as funds are available from the funding sources and approve all change orders for reduction of contracts.
- Section 10. The approval of the Board of Supervisors of any grant of funds to the County shall constitute the appropriation of both the revenue to be received from the grant and the County's expenditure required by the terms of the grant, if any. The appropriation of grant funds will not lapse at the end of the fiscal year but shall remain appropriated until completion of the project or until the Board of Supervisors, by appropriate action, changes or eliminates the appropriation. The County Administrator may increase or reduce any grant appropriation to the level approved by the granting agency during the fiscal year. The County Administrator may approve necessary accounting transfers between departments and funds to enable the grant to be accounted for in the correct manner. Upon completion of a grant project, the County Administrator is authorized to close out the grant and return to the funding source any remaining balance. This section applies to appropriations for grants outstanding at June 30, 2023 and appropriations in the FY 2024 Budget.
- Section 11. The County Administrator may reduce revenue and expenditure appropriations related to programs funded all or in part by the Commonwealth of Virginia and/or the Federal Government to the level approved by the responsible state or federal agency.



- Section 12. The County Administrator is authorized to make transfers to the various funds for which there are transfers budgeted. The County Administrator shall transfer funds as deemed necessary up to amounts budgeted or in accordance with any existing bond resolutions that specify the matter in which transfers are to be made.
- Section 13. The Treasurer may advance monies to and from the various funds of the County to allow maximum cash flow efficiency. The advances must not violate County bond covenants or other legal restrictions that would prohibit an advance. The Treasurer is authorized and directed to credit all interest received from the investment of all County funds to the General fund, with the exception of the School Construction Fund, Economic Development Fund, Recreation Fund, Forfeited Assets Fund, Landfill Fund, D.A.R.E. Fund, VDOT Revenue Sharing Fund (non-local money only) and the Piedmont Court Services Fund, wherein all interest earned will be credited to the respective funds.
- Section 14. All procurement activities with funds appropriated herein shall be made in accordance with the County purchasing policy and applicable state statutes.
- Section 15. It is the intent of this resolution that funds be expended for the purpose indicated in the budget; therefore, budgeted funds may not be transferred from operating expenditures to capital projects or from capital projects to operating expenses without the prior approval from the Board of Supervisors. Also, funds may not be transferred from one capital project to another without the prior approval of the Board of Supervisors.
- Section 16. The County Administrator is authorized, pursuant to State statute, to issue orders and checks for payments where funds have been budgeted, appropriated, and where sufficient funds are available. A listing of vendor payments shall be presented to the Board of Supervisors for information not less frequently than monthly.
- Section 17. Subject to the qualifications in this resolution contained, all appropriations are declared to be maximum, conditional and proportionate appropriations - the purpose being to make the appropriations payable in full in the amount named herein if necessary and then only in the event the aggregate revenues collected and available during the fiscal year for which the appropriations are made are sufficient to pay all the appropriations in full. Otherwise, the said appropriations shall be deemed to be payable in such proportions as the total sum of all realized revenue of the respective funds is to the total amount of revenue estimated to be available in the said fiscal year by the Board of Supervisors.
- Section 18. All revenues received by an agency under the financial control of the Board of Supervisors or by the School Board or by the Social Services Board not included



in its estimate of revenue for the financing of the fund budget as submitted to the Board of Supervisors may not be expended by said agency under the financial control of the Board of Supervisors or by the School Board or by the Social Services Board without the consent of the Board of Supervisors being first obtained, and those sums appropriated to the budget. Any grant approved by the Board for application shall not be expended until the grant is approved by the funding agency for drawdown. Nor may any of these agencies or boards make expenditures which will exceed a specific item of an appropriation.

Section 19. Allowances out of any of the appropriations made in this ordinance by any or all County departments, commissions, bureaus, or agencies under the financial control of the Board of Supervisors to any of their officers and employees for expense on account of the use of such officers and employees of their personal automobiles in the discharge of their official duties shall be paid at the same rate as that established by the internal revenue service and shall be subject to change by the County Administrator from time to time to maintain like rates.

Section 20. All previous appropriation ordinances or resolutions to the extent that they are inconsistent with the provisions of this ordinance shall be and the same are hereby repealed.

Section 21. This ordinance shall become effective on July 1, 2023.

#### ***Certification***

*I hereby certify the foregoing resolution was duly considered by the Board of Supervisors of the County of Prince Edward, Virginia at a regular meeting in Prince Edward County, Virginia, at which a quorum was present and that same was passed by a vote of \_\_\_\_\_ in favor and \_\_\_\_\_ opposed, this 13<sup>th</sup> day of June, 2023.*

\_\_\_\_\_  
Llew W. Gilliam, Jr., Chair

**CERTIFIED A TRUE COPY**

Attest:

\_\_\_\_\_  
Douglas P. Stanley, County Administrator



June 13, 2023

To: Prince Edward County Board of Supervisors  
 From: Crystal Baker, Finance/County Administration  
 Subject: FY 2023-2024 Appropriations

Listed below are the appropriations for each County Department and Fund:

|       | <u>FUND AND FUNCTION</u>                  |    | <u>AMOUNT</u> |
|-------|-------------------------------------------|----|---------------|
|       | <b><u>General Fund</u></b>                |    |               |
| 11010 | Board of Supervisors                      | \$ | 226,097       |
| 12110 | County Administrator                      |    | 797,720       |
| 12210 | Legal Services                            |    | 102,225       |
| 12220 | Personnel                                 |    | 11,500        |
| 12240 | Independent Auditor                       |    | 100,000       |
| 12310 | Commissioner of Revenue                   |    | 408,433       |
| 12320 | Assessor                                  |    | 150,000       |
| 12410 | Treasurer                                 |    | 533,962       |
| 12510 | Information Technology                    |    | 244,239       |
| 13100 | Electoral Board & Officials               |    | 112,748       |
| 13200 | Registrar                                 |    | 221,248       |
| 21100 | Circuit Court                             |    | 74,047        |
| 21200 | General District Court                    |    | 15,100        |
| 21250 | Juvenile & Domestic Court                 |    | 8,340         |
| 21300 | Magistrates                               |    | 3,425         |
| 21600 | Clerk of Circuit Court                    |    | 633,763       |
| 21800 | Law Library                               |    | 7,600         |
| 22100 | Commonwealth's Attorney                   |    | 729,029       |
| 22200 | Victim Witness Assistance Program         |    | 60,768        |
| 22210 | Victim Witness Assistance Program – State |    | 23,631        |
| 31200 | Sheriff                                   |    | 3,043,914     |
| 31201 | Sheriff – Courts                          |    | 659,441       |
| 32200 | Volunteer Fire Departments                |    | 673,000       |
| 32300 | Ambulance & Rescue Squad                  |    | 163,000       |
| 32400 | Forest Fire Prevention                    |    | 11,716        |
| 32500 | Emergency Services                        |    | 44,293        |
| 33200 | Regional Jail/Juvenile Detention          |    | 1,489,930     |
| 34100 | Building Official                         |    | 217,253       |

|       |                              |            |
|-------|------------------------------|------------|
| 35100 | Animal Control               | 232,144    |
| 35300 | Medical Examiner             | 200        |
| 42600 | Litter Control               | 7,000      |
| 42610 | Sandy River Reservoir        | 227,500    |
| 43200 | General Properties           | 1,064,073  |
| 43400 | Cannery                      | 117,601    |
| 51100 | Health Department            | 177,466    |
| 52500 | Crossroads Services Board    | 75,000     |
| 53500 | Comprehensive Services Act   | 1,001,000  |
| 53501 | Other Welfare/Donations      | 117,850    |
| 58100 | Other Law Enforcement        | 14,500     |
| 68100 | Contributions to Colleges    | 12,410     |
| 71100 | Parks & Recreation           | 78,000     |
| 72200 | Museums                      | 13,800     |
| 73500 | Public Library               | 294,672    |
| 81100 | Planning                     | 298,553    |
| 81200 | Community Development        | 49,355     |
| 81500 | Economic Development         | 150,864    |
| 81600 | Tourism                      | 176,469    |
| 82300 | Flood & Erosion Control      | 6,000      |
| 82400 | Soil & Water Conservation    | 11,840     |
| 83500 | Cooperative Extension Office | 67,359     |
| 91000 | General Expense              | 340,275    |
| 93000 | Transfers Out                | 12,191,973 |
| 94000 | Capital Projects             | 2,113,508  |
| 95000 | Debt Service                 | 1,170,545  |

**TOTAL GENERAL FUND** \$ **30,776,379**

**Forfeited Assets Fund** \$ **0.00**  
(To be expended only on order of the Board of Supervisors)

**Recreation Fund** \$ **0.00**  
(To be expended only on order of the Board of Supervisors)

**CDA Special Levy Fund** \$ **120,000**  
(To be expended only on request of the Poplar Hill CDA)

**Granite Falls CDA** \$ **1,600**  
(To be expended only on order of the Granite Falls CDA)

**D.A.R.E. Fund** \$ **2,000**  
(To be expended only on order of the Board of Supervisors)

**Welfare Fund** \$ **3,335,886**  
(To be expended only on order of the Social Services Board)

**School Fund**  
(To be expended only on order of the School Board)

|                                            |              |
|--------------------------------------------|--------------|
| 61000 – Instruction                        | \$22,035,387 |
| 62000 – Administration, Health, Attendance | 1,550,000    |
| 63000 – Pupil Transportation               | 1,950,000    |
| 64000 – Operation & Maintenance            | 1,888,000    |
| 66000 – Facilities                         | 150,000      |

|                                                                                                          |                      |
|----------------------------------------------------------------------------------------------------------|----------------------|
| 67000 – Debt Service                                                                                     | 515,415              |
| 68000 – Technology                                                                                       | 1,000,000            |
| <b>Total</b>                                                                                             | <b>\$ 29,088,802</b> |
| <b><u>School Cafeteria Fund</u></b><br>(To be expended only on order of the School Board)                | <b>\$ 1,469,883</b>  |
| <b><u>Landfill Construction Fund</u></b><br>(To be expended only on order of the Board of Supervisors)   | <b>\$ 515,000</b>    |
| <b><u>Water Fund</u></b>                                                                                 | <b>\$ 232,442</b>    |
| <b><u>Sewer Fund</u></b>                                                                                 | <b>\$ 114,600</b>    |
| <b><u>EMS Fund</u></b>                                                                                   | <b>\$ 335,500</b>    |
| <b><u>Solid Waste Fund</u></b>                                                                           | <b>\$ 1,798,967</b>  |
| <b><u>Health Insurance Fund</u></b>                                                                      | <b>\$ 1,146,358</b>  |
| <b><u>Retiree Benefits Fund</u></b><br>(To be expended only on order of the Board of Supervisors)        | <b>\$ 0.00</b>       |
| <b><u>Economic Development Fund</u></b><br>(To be expended only on order of the Board of Supervisors)    | <b>\$ 0.00</b>       |
| <b><u>Revenue Sharing Fund – VDOT</u></b><br>(To be expended only on order of the Board of Supervisors)  | <b>\$ 0.00</b>       |
| <b><u>Piedmont Court Services Fund</u></b><br>(To be expended only on order of the Board of Supervisors) | <b>\$ 795,330</b>    |
| <b>TOTAL APPROPRIATIONS</b>                                                                              | <b>\$ 69,732,747</b> |

*The Treasurer is authorized and directed to transfer from the General Fund to the Welfare Fund, School Fund, and Retiree Benefits Fund such sums as may be needed to meet the foregoing appropriations. The Treasurer is authorized and directed to credit all interest received from the investment of all county funds to the General Fund, with the exception of the School Construction Fund, Economic Development Fund, Recreation Fund, Forfeited Assets Fund, Landfill Fund, D.A.R.E. Fund, VDOT Revenue Sharing Fund (non-local money only) and the Piedmont Court Services Fund, wherein all interest earned will be credited to the respective funds.*



**Board of Supervisors  
Agenda Summary**

**Meeting Date:** June 13, 2023  
**Item #:** 10  
**Department:** Community Development  
**Staff Contact:** Robert Love  
**Agenda Item:** Zoning Ordinance Amendment

**Summary:**

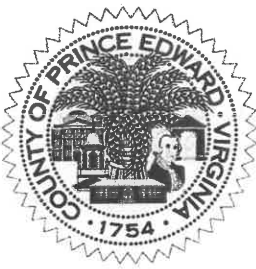
The Prince Edward County Board of Supervisors requested that staff review the existing Zoning Ordinance as it related to flags in the Spring of 2022 after numerous calls and emails to members of the Board and Planning Commission from County residents. After researching how other localities in the region regulate flags, an emergency ordinance was drafted. The ordinance placed a maximum limit on the size of flags at 40 square feet (5'x8') and a maximum height of flagpoles in all districts of 20 feet. There is an allowance for the issuance of a special use permit for a taller pole in the A1, A2, C1, I1 and CR zoning districts but excluded all residential zoning districts from the option for a taller pole.

The Board of Supervisors adopted the Emergency Ordinance at its April 12, 2022 Meeting. Section 15.2-1427 of the Code of Virginia outlines the procedures for adoption of an emergency ordinance. The emergency ordinance may be adopted without prior notice; however, no such ordinance shall be enforced for more than 60 days unless readopted in conformity with the provisions of the code. As a zoning ordinance amendment, it required that the ordinance be sent to the Planning Commission for a public hearing and recommendation. To comply with the time requirement, the Board of Supervisors directed staff to advertise a joint public hearing with the Planning Commission on May 12, 2022, at which the zoning ordinance amendment was adopted. No one from the public spoke in opposition at that meeting.

Since the adoption of this ordinance last year, the County has written 3 notices on flag poles that were erected without a zoning permit, all of which applied for and were approved to erect a pole of up to 20 feet. Three oversize flag violations and two advisory notices have been sent out to landowners with oversize flags. Of those five notices, four were for American flags. Prince Edward County allows every property owner to display up to three flags, each with a maximum size of 40 square feet and allows for a flag pole up to 20 feet in height. This allows for a total of 120 square feet of free expression for each property. A zoning permit is required prior to the installation of a flag pole, as an accessory use with a fee of \$10.00.

Several speakers spoke out during public participation at the May 9, 2023 regular meeting concerning the maximum allowed size of flags and asked the Board to consider exempting the American flag. Since the County can only regulate the size of flags, but not flag content, it cannot exempt any particular flag regardless of what it may signify. To do so has been seen by the courts as a violation of constitutional rights.

Motion \_\_\_\_\_ Cooper-Jones \_\_\_\_\_ Gilliam \_\_\_\_\_ Pride \_\_\_\_\_  
Second \_\_\_\_\_ Emert \_\_\_\_\_ Jenkins \_\_\_\_\_ Townsend \_\_\_\_\_  
Jones \_\_\_\_\_ Watson \_\_\_\_\_



**Board of Supervisors  
Agenda Summary**

There are several options that could be looked at in response to concerns from citizens. It is important to note that any amendment to the zoning ordinance requires it to be sent to the Planning Commission for a hearing and recommendation.

**Option 1:** Make no change. This would require any single flag to have a maximum square footage of 40' with a limit of three flags per site.

**Option 2:** Remove the language that limits flag size. This would allow flags of any size to be placed on a parcel with a limit of three flags per site.

**Option 3:** Provide new language to allow for a Special Use Permit for an oversize flag. This would allow permitting through the public hearing process on a case-by-case basis with consideration based on appropriateness of the site location, but with no consideration or discussion of content.

**Option 4:** Increase the maximum size of each flag to a certain maximum with an overall total site square footage for flags. This would allow for a larger individual flag but also specify an overall site square footage maximum much like what is required for signs in zoning districts.

**Attachments:**

1. Draft Emergency Ordinances – Options 1, 2, 3, & 4.

**Recommendations:**

1. Review the matter and render a decision.

**Recommended Board of Supervisor Motions:**

I move that the Board of Supervisors make no changes to Sec. 3-104.1 in regards to the size of flags.

OR

I move that the Board of Supervisors adopt the attached Emergency Ordinance (Option 2) to amend 3-104.1 to eliminate the limit on the size of flags at 40 square feet (5'x8') and to refer the amendment to the Planning Commission for formal consideration.

OR

I move that the Board of Supervisors adopt the attached Emergency Ordinance (Option 3) to amend 3-104.1 to add that flags larger than 40 square feet may be allowed with the issuance of special use permit and to refer the amendment to the Planning Commission for formal consideration.

OR

I move that the Board of Supervisors adopt the attached Emergency Ordinance (Option 4) to amend 3-104.1 to add that flags be subject to an overall site square footage of up to a maximum 120 total square feet and to refer the amendment to the Planning Commission for formal consideration.

OR

I move that the Board of Supervisors table the proposed Ordinance Amendment to provide a maximum size for flags for further discussion at a work session.

Motion \_\_\_\_\_  
Second \_\_\_\_\_

Cooper-Jones \_\_\_\_\_  
Emert \_\_\_\_\_

Gilliam \_\_\_\_\_  
Jenkins \_\_\_\_\_  
Jones \_\_\_\_\_

Pride \_\_\_\_\_  
Townsend \_\_\_\_\_  
Watson \_\_\_\_\_



## OPTION #1

### AN ORDINANCE TO AMEND APPENDIX B OF THE PRINCE EDWARD COUNTY CODE (ZONING) TO AMEND SECTIONS 3-104.1 TO AMEND THE LANGUAGE FOR SIGNAGE AND TO SEC. 6-100 TO ADD DEFINITIONS FOR SIGNS, FLAGPOLES, TEMPORARY SIGNS, AND STRUCTURES

BE IT ORDAINED BY THE PRINCE EDWARD COUNTY BOARD OF SUPERVISORS that the Prince Edward County Code - Appendix B (Zoning) be amended as follows:

#### **Sec. 3-104.1. - Sign placement and general provisions.**

1. No sign may be placed within the right-of-way of a highway or street, other than duly authorized governmental signs.
2. No sign may be placed off the immediate platted lot of the business or civic use without a special use permit.
3. No sign may be placed so as to impair vision at an intersection or sharp highway curve.
4. All signs shall be maintained in good condition at all times. The pedestal of any sign may not be wood unless it is clad with vinyl or metal, painted, or stained.
5. No sign shall be painted on or attached to any trees, rocks, fence posts, utility poles, or similar structures or objects.
6. The light from any illuminated sign shall be so directed, shaded, or shielded that the light intensity or brightness shall not adversely affect surrounding or facing premises, nor interfere with the safe vision of operators of moving vehicles. Light shall not be permitted to shine or reflect on or into any residential structure.
7. Storefront windows: no more than 25 percent of the glass area may be covered by signs. This is recommended by emergency response personnel to provide sight into building.
8. Temporary signs are permitted in all districts as follows:
  - (a) Temporary signs warning of construction, excavation, or other hazard, for as long as the hazard shall exist;
  - (b) Signs in the nature of seasonal decorations, clearly associated with a national, local, or religious holiday;
  - (c) Temporary signs must be removed within 20 days of the event or election to which the temporary signs relate.

## OPTION #1

9. Flags and Flagpoles:
- (a) The official flag of a government, governmental agency, public institution, religious body, or other similar entity, or flags flown on a temporary basis for the purpose of honoring holidays. Flags may also be used as part of a permanently maintained entrance or inner design feature of a residential or commercial development, provided that the number off flags is no more than three. The maximum area for a flag is 40 square feet. Flagpoles shall have a maximum height of 20 feet except in the A1, A2, C1, I1 and CR districts in which a taller flagpole will be allowed with the issuance of a special use permit;
  - (b) Flags attached to a structure shall not project beyond the façade of the building or more than 20 feet from the roofline in any direction and in no case exceed the maximum permitted height of the structure upon which it is located;
  - (c) Flags or cloth or other flexible material, used to attract attention to a commercial use or activity and attached to a pole shall be included in the definition of and calculation of freestanding signage on the property;
10. Any business closing operations must remove its signs within 12 months.

### **Sec. 6-100. Definitions.**

(A) For the purposes of this ordinance, the following rules of language shall apply:

FLAG, A piece of cloth or similar material, typically oblong or square, attachable by at least one edge to a pole or rope or by one side to a surface, and used as the symbol or emblem of a country or institution or as a decoration during public festivities.

FLAGPOLE, A pole used for flying or otherwise displaying a flag.

SIGN, Any display of letters, words, symbols, numerals, figures, devices, emblems, pictures, or any parts or combinations thereof visible for the purpose of making anything known; whether such display be made on, attached to, or as a part of a structure, surface, or any other thing, including but not limited to the ground, rocks, trees, or other natural objects, which display is visible beyond the boundaries of the parcel of land on which the same is located. For the purposes of this chapter, the term "sign" shall include all portions of the sign structure.

SIGN, FREESTANDING or GROUND-MOUNTED, A sign which is supported or held directly by, or affixed to, a structure built on the ground primarily for that sign and independent of any building.

SIGN, MARQUEE, A sign attached to and made part of a marquee.

## OPTION #1

SIGN, MONUMENT, A sign which is completely affixed to a masonry, granite, limestone, marble, or similar structure built on grade and which is an integral part of the structure.

SIGN, PORTABLE, Any sign which is mounted perpendicular to a building and is supported only by the wall on which it is mounted.

SIGN, PROJECTING, Any sign which is mounted perpendicular to a building and is supported only by the wall on which it is mounted.

SIGN, ROOF, A sign painted, erected or constructed in whole or in part upon any portion of a roof of any building.

SIGN, TEMPORARY, A sign intended to be displayed for less than 30 days.

SIGN, WALL, A sign which is 100% attached to, supported by, or painted on a wall or any flat vertical surface of a structure.

Language proposed to be deleted is ~~lined through~~.

Language proposed to be added is **underlined**.

## OPTION #2

### **AN ORDINANCE TO AMEND APPENDIX B OF THE PRINCE EDWARD COUNTY CODE (ZONING) TO AMEND SECTIONS 3-104.1 TO AMEND THE LANGUAGE FOR SIGNAGE AND TO SEC. 6-100 TO ADD DEFINITIONS FOR SIGNS, FLAGPOLES, TEMPORARY SIGNS, AND STRUCTURES**

BE IT ORDAINED BY THE PRINCE EDWARD COUNTY BOARD OF SUPERVISORS that the Prince Edward County Code – Appendix B (Zoning) be amended as follows:

#### **Sec. 3-104.1. - Sign placement and general provisions.**

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2. No sign may be placed off the immediate platted lot of the business or civic use without a special use permit.
3. No sign may be placed so as to impair vision at an intersection or sharp highway curve.
4. All signs shall be maintained in good condition at all times. The pedestal of any sign may not be wood unless it is clad with vinyl or metal, painted, or stained.
5. No sign shall be painted on or attached to any trees, rocks, fence posts, utility poles, or similar structures or objects.
6. The light from any illuminated sign shall be so directed, shaded, or shielded that the light intensity or brightness shall not adversely affect surrounding or facing premises, nor interfere with the safe vision of operators of moving vehicles. Light shall not be permitted to shine or reflect on or into any residential structure.
7. Storefront windows: no more than 25 percent of the glass area may be covered by signs. This is recommended by emergency response personnel to provide sight into building.
8. Temporary signs are permitted in all districts as follows:
  - (a) Temporary signs warning of construction, excavation, or other hazard, for as long as the hazard shall exist;
  - (b) Signs in the nature of seasonal decorations, clearly associated with a national, local, or religious holiday;
  - (c) Temporary signs must be removed within 20 days of the event or election to which the temporary signs relate.

## OPTION #2

9. Flags and Flagpoles:
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10. Any business closing operations must remove its signs within 12 months.

### Sec. 6-100. Definitions.

(A) For the purposes of this ordinance, the following rules of language shall apply:

FLAG, A piece of cloth or similar material, typically oblong or square, attachable by at least one edge to a pole or rope or by one side to a surface, and used as the symbol or emblem of a country or institution or as a decoration during public festivities.

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SIGN, Any display of letters, words, symbols, numerals, figures, devices, emblems, pictures, or any parts or combinations thereof visible for the purpose of making anything known; whether such display be made on, attached to, or as a part of a structure, surface, or any other thing, including but not limited to the ground, rocks, trees, or other natural objects, which display is visible beyond the boundaries of the parcel of land on which the same is located. For the purposes of this chapter, the term "sign" shall include all portions of the sign structure.

SIGN, FREESTANDING or GROUND-MOUNTED, A sign which is supported or held directly by, or affixed to, a structure built on the ground primarily for that sign and independent of any building.

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SIGN, TEMPORARY, A sign intended to be displayed for less than 30 days.

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PRINCE EDWARD COUNTY



# Flag Size Ordinance Options

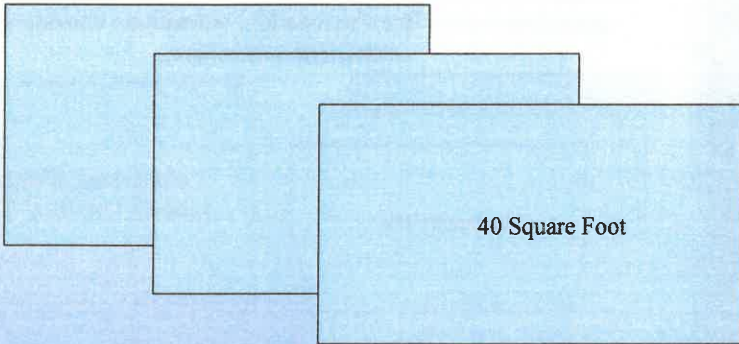
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June 13, 2023

PRINCE EDWARD COUNTY

## Option 1

Make no change. This would require any single flag to have a maximum square footage of 40' with a limit of three flags per site.



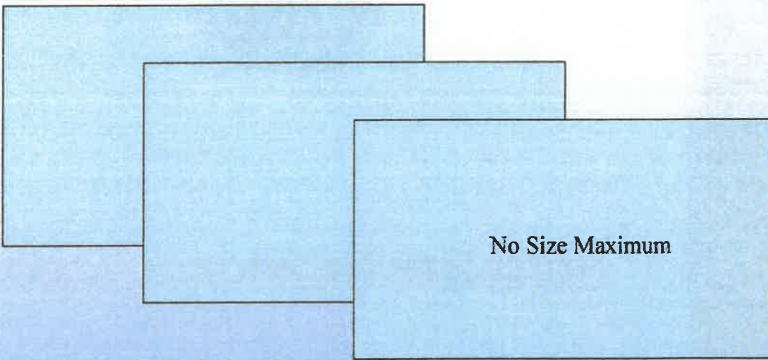
40 Square Foot

Flags poles shall have maximum height of 20' except in the A1, A2, C1, I1 and CR districts are allowed with Special Use Permit.

**PRINCE EDWARD COUNTY**

**Option 2**

Remove the language that limits flag size. This would allow flags of any size to be placed on a parcel with a limit of three flags per site.



No Size Maximum

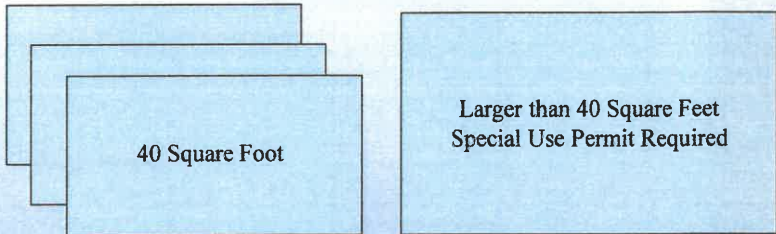
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**PRINCE EDWARD COUNTY**

**PRINCE EDWARD COUNTY**

**Option 3**

Provide new language to allow for a Special Use Permit for an oversize flag. This would allow permitting through the public hearing process on a case-by-case basis with consideration based on appropriateness of the site location, but with no consideration on discussion of content.



40 Square Foot

Larger than 40 Square Feet  
Special Use Permit Required

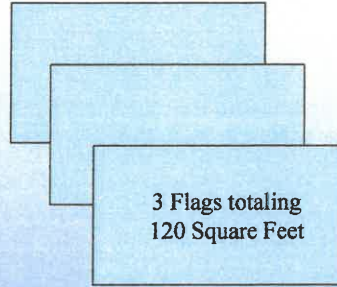
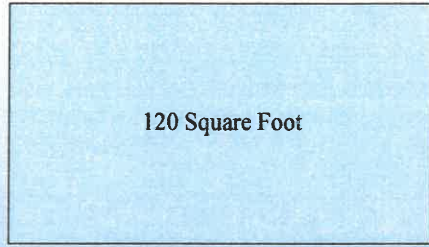
Flags poles shall have maximum height of 20' except in the A1, A2, C1, I1 and CR districts are allowed with Special Use Permit.

**PRINCE EDWARD COUNTY**



### Option 4

Increase the maximum size of each flag to a certain maximum with an overall total site square footage for flags. This would allow for a larger individual flag but also specify an overall site square footage maximum much like what is required for signs in zoning districts



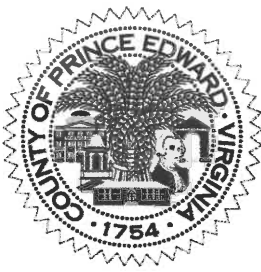
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### Questions?

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**Board of Supervisors  
Agenda Summary**

**Meeting Date:** June 13, 2023  
**Item #:** 11  
**Department:** County Administration  
**Staff Contact:** Sarah Elam Puckett  
**Agenda Item:** Highway Matters

---

**SUMMARY:**

VDOT Resident Engineer, Scott D. Frederick, P.E., will be in attendance at the June meeting.

Also, attached is a letter from the residents of Whisperwood Subdivision asking for consideration for their subdivision roads to be taken into the State System of Highways. (Please note #11 of the Subdivision Covenants.)

**COST:**

**ATTACHMENTS:** Mailing from Whixperwood Subdivision

**RECOMMENDATION:** None.

**SAMPLE MOTION:**

Motion \_\_\_\_\_  
Second \_\_\_\_\_

Cooper-Jones \_\_\_\_\_  
Emert \_\_\_\_\_

Gilliam \_\_\_\_\_  
Jenkins \_\_\_\_\_  
Jones \_\_\_\_\_

Pride \_\_\_\_\_  
Townsend \_\_\_\_\_  
Watson \_\_\_\_\_

Residents of Whisperwood Subdivision  
Whisperwood Dr, Pineknoll Dr, Sunrise Ln, Wildlife Ln.  
Rice, Va. 23966  
May 21, 2023

Prince Edward County Va. Board of Supervisors  
County Administration Office  
111 N. South Street, Third Floor  
Farmville, Virginia 23901

Dear Board of Supervisors:

I am writing this letter on behalf of the land/home owners (not renters) of Whisperwood Dr, Pineknoll Dr, Sunrise Ln and Wildlife Ln to ask you to propose and/or petition the residents our roads to get considered into Secondary System of Statewide Highways.

The years of erosion from the elements has created massive potholes and ruts in low lying areas and with heavy traffic. Also, this can be a solution to improve drainage during inclement weather so residents will not be stuck in their residence.

Also, the roads are right of way easements to access residences and are near the 40' width requirement. Electric utility runs parallel and underground with the roads mentioned, while internet/phone may be run buried and perpendicular with road depending on the placement of transformers/junction boxes.

The mentioned roads of Whisperwood Subdivision currently service a minimum of three occupied homes each and a copy of property card by street name will be attached. Each road also connects to Gully Tavern Rd in Rice, Va.

Sincerely,

Residents of Whisperwood Subdivision  
Whisperwood Dr, Pineknoll Dr, Sunrise Ln, Wildlife Ln

Residents of Whisperwood Subdivision  
Whisperwood Dr, Pineknoll Dr, Sunrise Ln, Wildlife Ln.  
Rice, Va. 23966  
May 21, 2023

Mr. Victor "Bill" Jenkins  
Lockett District Supervisor  
Prince Edward County Va. Board of Supervisors  
23236 Prince Edward Highway  
Rice, VA 23966

Dear Mr. Jenkins:

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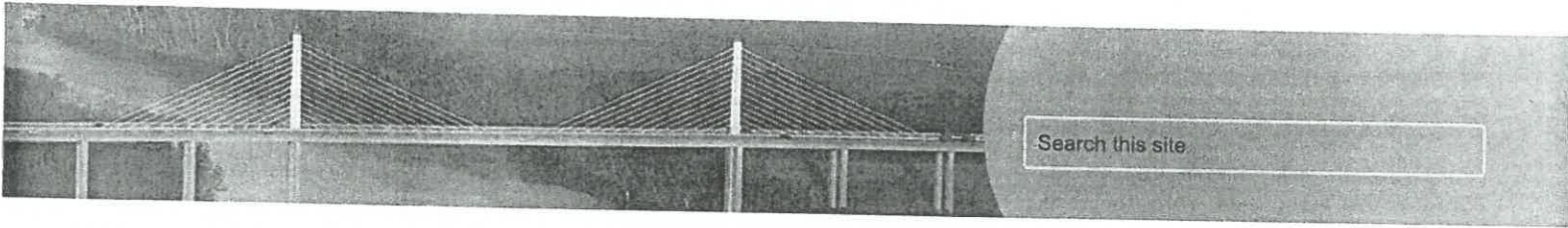
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Sincerely,

Residents of Whisperwood Subdivision  
Whisperwood Dr, Pineknoll Dr, Sunrise Ln, Wildlife Ln



## Getting Roads Accepted into the Secondary System of State Highways

In 1932, the General Assembly passed legislation that created the secondary system of state highways.

The Virginia Department of Transportation (VDOT) was designated to manage and maintain the new highway system.

Over the years, guidelines were established to ensure that qualifying roads could become eligible for acceptance into the state-maintained secondary system.

The process to add existing roads that are not maintained by the state to this highway system begins with the local board of supervisors.

Developers of subdivisions build most of Virginia's new roads.

Streets built to the standards in VDOT's [secondary street acceptance requirements](#) ([http://www.virginiadot.org/info/secondary\\_street\\_acceptance\\_requirements.asp](http://www.virginiadot.org/info/secondary_street_acceptance_requirements.asp)) and [The Pavement Design Guide](#) ([/projects/resources/PDG2k1\\_DL.pdf](#)) are eligible to become state-maintained.

When work is complete and the land served is occupied, these roads quickly become state maintained through a process under which the county board of supervisors accepts the streets from the developer and requests VDOT to operate and maintain the streets.

However, even after VDOT had prescribed minimum standards for new streets in 1949, some counties continued to allow subdivision streets to be built that were not eligible for addition to the secondary system of state highways and VDOT maintenance.

The responsibility for maintaining such roads remains the responsibility of the developer or homeowners.

In many cases, when the cost of maintaining these roads becomes unaffordable, citizens seek public assistance to improve them to standards eligible for state maintenance.

In addition, residents on older, rural roads outside of established subdivisions often maintain them.

In some cases, these citizens want those roads added to the state-maintained system.

### How do older, substandard roads become state-maintained?

Generally to be eligible for state maintenance, older, privately maintained, public roads must:

Have been in public use for at least for 20 years

Be available for the public to use 24 hours a day

Have a right of way that is available to be dedicated to public use and is:

- o Wide enough (usually 40 feet) to meet minimum safety standards

- o Sufficient to permit future maintenance

- o Be unencumbered by utility placement

Serve at least three occupied homes

Be able to safely handle the traffic volume

Connect to other roads already maintained by VDOT or a locality

By law, the board of supervisors must take formal action to approve the addition of these roads to the secondary system of state highways and request VDOT to maintain them.

They must also identify the source of funding that is to be used to finance any improvements that are needed.

## What if improvements are needed to meet state standards?

State funds are very limited, but eligible counties may finance the cost of improving qualifying roads with funds from:

- The county's general fund
- A special assessment of the land owners served
- Revenue derived from the sale of bonds

Additionally, a percentage of telecommunication right-of-way use fees levied in accordance with §56-468.1 (<https://law.lis.virginia.gov/vacode/title56/chapter15/section56-468.1/>) may be used for rural additions in counties where such fees are not reserved for other purposes.

Finally, pursuant to §33.2-357 (<https://law.lis.virginia.gov/vacode/title33.2/chapter3/section33.2-357/>), Code of Virginia, every county, whether or not it has qualifying land development ordinances, may use revenue sharing program funds matched with county funding to bring subdivision streets used by motor vehicles for at least 20 years, up to standards sufficient to qualify for state maintenance.

Other factors also affect the eligibility of a road and the amount of money that may be allocated for its improvement including:

- If deeds for the land served prohibit the use of state funds
- When the road was established
- If a locality authorizes the work
- If it connects to another street or road maintained by VDOT or a locality
- If developers still have a speculative interest that is served by the street
- If a county's subdivision ordinance is approved by VDOT and requires new streets to be built to a standard that would qualify for VDOT's acceptance for maintenance

References:

Code of Virginia Title 15.2 and §§33.2-326  
(<https://law.lis.virginia.gov/vacode/title33.2/chapter3/section33.2-326/>), 33.2-335  
(<https://law.lis.virginia.gov/vacode/title33.2/chapter3/section33.2-335/>), 33.2-357  
(<https://law.lis.virginia.gov/vacode/title33.2/chapter3/section33.2-357/>).

The Rural Addition Policy of the Commonwealth Transportation Board (available for review at VDOT offices)

## What steps do I follow?

To initiate the street acceptance process, contact your representative on your county board of supervisors to gain their support.

Then, the following steps must occur in order:

1. The board of supervisors considers requests from citizens to add roads to the secondary system of state highways. The locality coordinates the eligibility review of proposed additions.
2. VDOT advises the locality of the requirements, improvement costs, and other issues related to the acceptance of proposed road additions.
3. The board of supervisors must guarantee the right of way for the road and take formal action to make the road part of the secondary system.
4. The board of supervisors formally requests VDOT to add the road to the secondary highway system for maintenance.
5. VDOT accepts the maintenance responsibility for the road as part of the secondary system.

VDOT advocates the construction of roads that meet the minimum standards of the agency's secondary street acceptance requirements ([http://www.virginiadot.org/info/secondary\\_street\\_acceptance\\_requirements.asp](http://www.virginiadot.org/info/secondary_street_acceptance_requirements.asp)).

This information is intended to summarize, in the broadest possible terms, the eligibility factors and considerations made regarding the addition and improvement of older roads as part of the secondary system of state highways. There may be other issues not addressed in this information that may also apply.

VDOT's resident engineers are prepared to help you determine the eligibility of your road for state maintenance and to identify any improvements that may be necessary.

For additional information, contact:

Virginia Department of Transportation  
1401 E. Broad St.  
Richmond, Virginia 23219  
1-800-FOR-ROAD (1-800-367-7623)

Page last modified: Jan. 27, 2023

## Property Search - By Street

Click "**Select**" to view records

|                        | Property Address           | Name                         | Seq. | Parcel No. |
|------------------------|----------------------------|------------------------------|------|------------|
| <a href="#">Select</a> | 0 WHISPERWOOD DRIVE        | GODFREY CALE L               | 1    | 041 13 2   |
| <a href="#">Select</a> | 0 WHISPERWOOD DRIVE        | SCHAEFFER MICHAEL J          | 1    | 041 13 3   |
| <a href="#">Select</a> | 136 WHISPERWOOD DRIVE RICE | CARILLI STUART M & BETHANY A | 1    | 041 13 4   |
| <a href="#">Select</a> | 50 WHISPERWOOD DRIVE RICE  | GODFREY CALE L & RACHEL A    | 1    | 041 13 1   |
| <a href="#">Select</a> | 71 WHISPERWOOD DRIVE RICE  | BARNES JOSEPH L              | 1    | 041 13 5   |

**Note: If a parcel contains more than one structure, multiple listings may appear above as indicated by the Sequence.**

[Previous](#)



# Prince Edward County

Edna T. Goldman, Commissioner of Revenue

e-mail Edna T. Goldman

e-Commissioner Options

View Property Cards

[Return](#)

- [e-Commissioner Home](#)
- [e-Treasurer Home](#)
- [Prince Edward County Home](#)

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|                        | Property Address         | Name                          | Seq. | Parcel No. |
|------------------------|--------------------------|-------------------------------|------|------------|
| <a href="#">Select</a> | 184 PINEKNOLL DRIVE      | KNIPPING WAYNE F & KATHLEEN M | 1    | 041 14 13  |
| <a href="#">Select</a> | 221 PINEKNOLL DRIVE RICE | OSBORN LUCAS SHEFFIELD & MARY | 1    | 041 14 24  |
| <a href="#">Select</a> | 226 PINEKNOLL DRIVE RICE | EARLEY IRMA L                 | 1    | 041 14 14  |
| <a href="#">Select</a> | 49 PINEKNOLL DRIVE RICE  | BEILER MARSHALL L & BRENDA S  | 1    | 041 14 27  |
| <a href="#">Select</a> | 93 PINEKNOLL DRIVE RICE  | SHULER KENNETH & PHYLLIS L    | 1    | 041 14 26  |

**Note: If a parcel contains more than one structure, multiple listings may appear above as indicated by the Sequence.**

[Previous](#)



# Prince Edward County

Edna T. Goldman, Commissioner of Revenue

e-mail Edna T. Goldman

e-Commissioner Options

View Property Cards

[Return](#)

[e-Commissioner Home](#)  
[e-Treasurer Home](#)  
[Prince Edward County Home](#)

## Property Search - By Street

Click "Select" to view records

|                        | Property Address          | Name                                | Seq. | Parcel No. |
|------------------------|---------------------------|-------------------------------------|------|------------|
| <a href="#">Select</a> | 0 PINE KNOLL DRIVE        | ROHR DAVID J                        | 1    | 041 14 20  |
| <a href="#">Select</a> | 0 PINE KNOLL DRIVE        | LEE KEN T & PUI LING                | 1    | 041 14 17  |
| <a href="#">Select</a> | 0 PINE KNOLL DRIVE        | HOSMER HENRY D SR & THOMAS J LAWSON | 1    | 041 14 15  |
| <a href="#">Select</a> | 0 PINE KNOLL DRIVE        | ZHANG SHUN Y & JINA YOO             | 1    | 041 14 22  |
| <a href="#">Select</a> | 0 PINE KNOLL DRIVE        | REDD RANDY                          | 1    | 041 14 23  |
| <a href="#">Select</a> | 127 PINE KNOLL DRIVE RICE | AGNEW TEKEILA                       | 1    | 041 14 25  |
| <a href="#">Select</a> | 142 PINE KNOLL DRIVE RICE | WAKEFIELD GEORGE W                  | 1    | 041 14 12  |
| <a href="#">Select</a> | 21 PINE KNOLL DRIVE RICE  | ELMADANY KARIMA                     | 1    | 041 14 28  |
| <a href="#">Select</a> | 353 PINE KNOLL DRIVE RICE | ZHANG SHUN Y & JINA YOO             | 1    | 041 14 21  |
| <a href="#">Select</a> | 378 PINE KNOLL DRIVE RICE | SPARKS SAMANTHA JO & VERNON TYLER   | 1    | 041 14 16  |
| <a href="#">Select</a> | 518 PINE KNOLL DRIVE RICE | ROHR DAVID J & PAMELA D             | 1    | 041 14 18  |
| <a href="#">Select</a> | 56 PINE KNOLL DRIVE RICE  | MARTIN GEORGE W & BARBARA S         | 1    | 041 14 10  |
| <a href="#">Select</a> | 94 PINE KNOLL DRIVE RICE  | FOLZ MICHAEL L & HELEN L            | 1    | 041 14 11  |

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[Previous](#)





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Return

e-Commissioner Home  
e-Treasurer Home  
Prince Edward County Home

## Property Search - By Street

Click "Select" to view records

|                        | Property Address          | Name                                | Seq. | Parcel No. |
|------------------------|---------------------------|-------------------------------------|------|------------|
| <a href="#">Select</a> | 0 SUNRISE LANE            | DAVIS DANIEL G & JENNIFER F         | 1    | 041 15 36  |
| <a href="#">Select</a> | 0 SUNRISE LANE            | FOX SARAH E                         | 1    | 041 15 31  |
| <a href="#">Select</a> | 0 SUNRISE LANE            | ORION INVESTMENTS INC               | 1    | 041 15 37  |
| <a href="#">Select</a> | 0 SUNRISE LANE            | MONROE WILLIE J JR & BRENDA L       | 1    | 041 15 39  |
| <a href="#">Select</a> | 102 SUNRISE LANE RICE     | BODY MARGARET A                     | 1    | 041 15 30  |
| <a href="#">Select</a> | 169 SUNRISE LANE RICE     | CUSTIS JENNINGS S                   | 1    | 041 15 45  |
| <a href="#">Select</a> | 194 SUNRISE LANE RICE     | HOSMER HENRY D SR & REBECCA CARWILE | 1    | 041 15 32  |
| <a href="#">Select</a> | 235 SUNRISE LANE RICE     | PAULETTE RUGENE S TRUSTEE           | 1    | 041 15 44  |
| <a href="#">Select</a> | 277 SUNRISE LANE          | NIXON JOHN R & VONDEA H             | 1    | 041 15 42  |
| <a href="#">Select</a> | 288 SUNRISE LANE RICE     | MARSLAND DANIEL B & REBECCA J       | 1    | 041 15 33  |
| <a href="#">Select</a> | 317 SUNRISE LANE PROSPECT | RIVIERE CHRISTOPHER E & STEFANIE M  | 1    | 041 15 41  |
| <a href="#">Select</a> | 332 SUNRISE LANE RICE     | BUCHANAN TODD O & JENNIFER          | 1    | 041 15 34  |
| <a href="#">Select</a> | 355 SUNRISE LANE RICE     | DAVIS DANIEL G & JENNIFER F         | 1    | 041 15 40  |
| <a href="#">Select</a> | 361 SUNRISE LANE RICE     | PAULETTE STEPHEN B & CRYSTAL C      | 1    | 041 15 35  |
| <a href="#">Select</a> | 456 SUNRISE LANE RICE     | YEATTS COURTNEY RYAN                | 1    | 041 15 38  |
| <a href="#">Select</a> | 71 SUNRISE LANE RICE      | FRAZIER CHAPMAN HOOD & DEBORAH      | 1    | 041 15 46  |

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Previous



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Prince Edward County Home

|                        |                        |                                  |   |          |
|------------------------|------------------------|----------------------------------|---|----------|
| <a href="#">Select</a> | LANE                   | TERRY R                          | 1 | 72       |
| <a href="#">Select</a> | 0 WILDLIFE LANE        | FIELDING KENNETH E & RACHEL E    | 1 | 042 5 74 |
| <a href="#">Select</a> | 0 WILDLIFE LANE        | GAITA JOSEPH F & SAMUEL R JR     | 1 | 042 5 77 |
| <a href="#">Select</a> | 0 WILDLIFE LANE        | ANNICHIARICO DONALD L & CLAIRE H | 1 | 042 5 80 |
| <a href="#">Select</a> | 0 WILDLIFE LANE        | ANNICHIARICO DONALD L & CLAIRE H | 1 | 042 5 81 |
| <a href="#">Select</a> | 150 WILDLIFE LANE RICE | THORNTON BRAD W & FELECIA S      | 1 | 042 4 59 |
| <a href="#">Select</a> | 246 WILDLIFE LANE RICE | LONG AVERY WAYNE ET AL           | 1 | 042 4 60 |
| <a href="#">Select</a> | 28 WILDLIFE LANE RICE  | KELLNER DOUGLAS MEREDITH JR      | 1 | 042 4 57 |
| <a href="#">Select</a> | 283 WILDLIFE LANE RICE | JORDAN LISA M                    | 1 | 042 5 68 |
| <a href="#">Select</a> | 296 WILDLIFE LANE RICE | LEWIS DONNA F                    | 1 | 042 5 67 |
| <a href="#">Select</a> | 384 WILDLIFE LANE RICE | TURNER IRVING WAYNE              | 1 | 042 5 69 |
| <a href="#">Select</a> | 386 WILDLIFE LANE RICE | SATKOWSKI TAYLOR O               | 1 | 042 5 70 |
| <a href="#">Select</a> | 534 WILDLIFE LANE RICE | ROBERTSON TERRY E                | 1 | 042 5 71 |
| <a href="#">Select</a> | 634 WILDLIFE LANE      | FAULKNER BETH A                  | 1 | 042 5 73 |
| <a href="#">Select</a> | 72 WILDLIFE LANE RICE  | ELLINGTON ANTHONY Q & TRACEY M   | 1 | 042 4 58 |
| <a href="#">Select</a> | 784 WILDLIFE LANE RICE | FIELDING KENNETH E & RACHEL E    | 1 | 042 5 75 |
| <a href="#">Select</a> | 788 WILDLIFE LANE RICE | STONE JOSHUA C & PAULA L         | 1 | 042 5 76 |
| <a href="#">Select</a> | 889 WILDLIFE LANE RICE | ANNICHIARICO DONALD L & CLAIRE H | 1 | 042 5 79 |
| <a href="#">Select</a> | 911 WILDLIFE LANE RICE | SOUTHALL MEHGAN J & BRIAN        | 1 | 042 5 78 |

**Note: If a parcel contains more than one structure, multiple listings may appear above as indicated by the Sequence.**

Previous

# STATE WIDE REALTY CO.

203 E. THIRD STREET  
FARMVILLE, VIRGINIA



Office Telephone (804) 392-6163

\*\*\*\*\*  
\* WHISPERWOOD SUBDIVISION \*  
\* Prince Edward County \*  
\* Lockett District \*  
\*\*\*\*\*

ALL CONVEYANCES GIVING TITLE TRANSFER OF OWNERSHIP ARE SUBJECT TO THE FOLLOWING RESTRICTIVE COVENANTS, WHICH SAID RESTRICTIVE COVENANTS SHALL RUN WITH THE LAND.

## SECTION III Lots 29 - 47

1. Only a family residential structure of not less than 1,200 square feet, exclusive of garages, breezeways, decks, porches and basements, may be constructed on any one lot, but this restriction shall not preclude the construction of a residential duplex.
2. No more than two (2) families shall occupy any residence.
3. All dwellings or other structures shall be completed within twelve (12) months from the date of the issuance of a building permit.
4. There shall be no cinderblock exterior residential dwelling permitted on any lot. However, cinderblock foundations and basements are permitted.
5. No lot in the subdivision section shall be subdivided further.
6. There shall be no singlewide, doublewide or triplewide mobile homes permitted on any lot. Modular homes are permitted provided that they meet the following requirements:
  - a) Must have 1,200 square feet or more of liveable floor space exclusive of garages, breezeways, decks, porches and basements.
  - b) Must be placed on a solid masonry foundation.
7. No commercial business and industrial use of the property is prohibited.

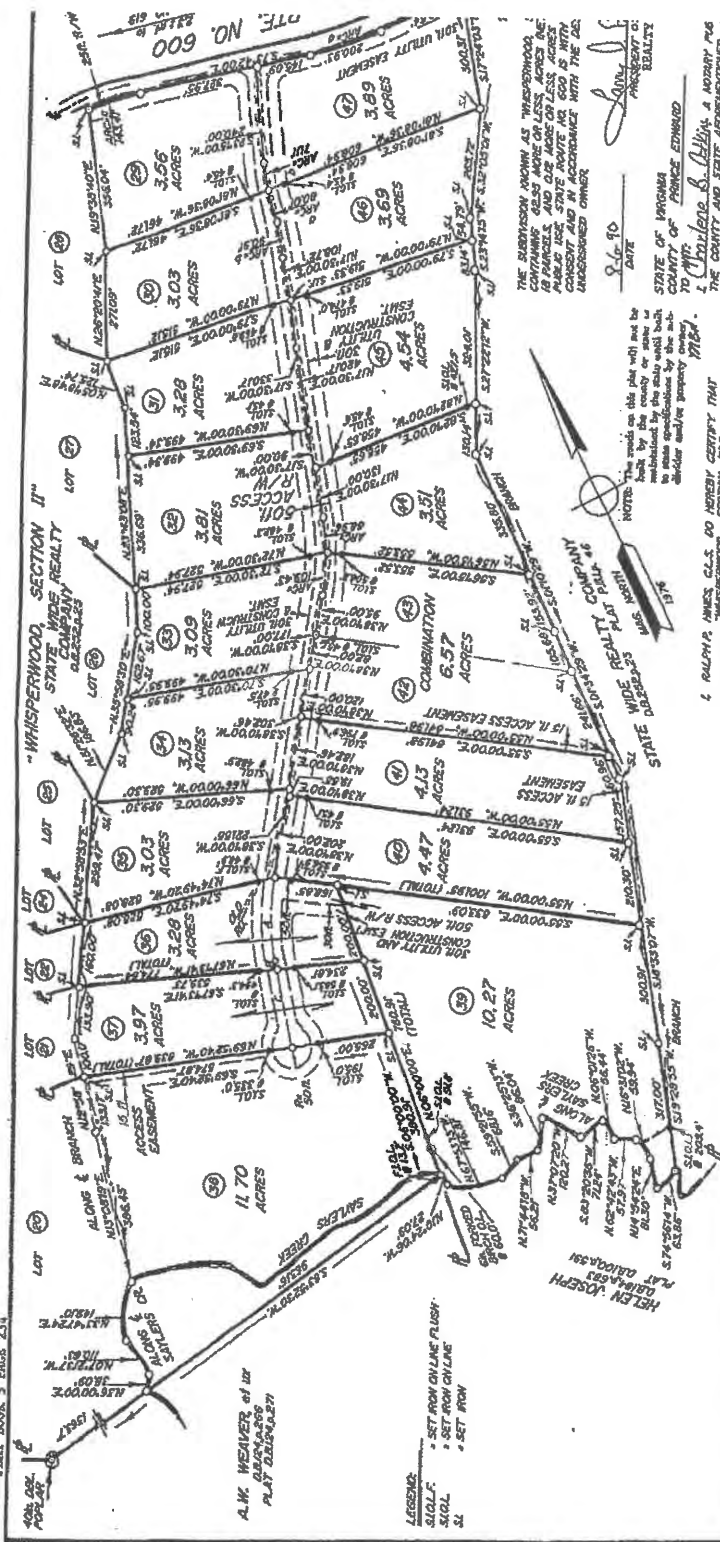
SECTION III  
Lots 29 - 47

8. No chickens, cattle, swine, goats or sheep shall be permitted upon the said property. Dogs and cats may be kept on premises for noncommercial purposes, but all such pets must be kept under the control of their owner when they are outside the lot and must not become a nuisance to other residences and the owner of said dogs and cats must be in compliance with all applicable ordinances of Prince Edward County or statutes and laws of the Commonwealth of Virginia.
9. There shall be no motor vehicles permitted on any lot without a valid state registration and state inspection, unless kept in a closed garage.
10. Easements for utilities are reserved over and across the access areas as designated upon the said subdivision plat.
11. The access road is private and it is expressly understood that the said private access road, as shown on the aforementioned plat, will not be built by the subdivider, nor by Prince Edward County, nor the Commonwealth of Virginia, nor maintained by any of them to state specifications, nor shall the roadway become a state maintained roadway within the highway system until such time, if ever, as the said roadway shall be brought to state specifications and accepted into the highway system, all costs of which shall be paid by the individual lot owners, should the lot owners agree to dedicate the access road to public use and construct same in accordance with the then existing state specifications and regulations.
12. Each lot owner shall have the right of the use of the four lakes in Sections I - V of Whisperwood the easements designated on the plats of Whisperwood.
13. Boating, fishing and water recreational use will be permitted upon said lake, but only electrical motors shall be permitted on boats within the lake.
14. An easement across Lots 36, 37, and 38 is hereby reserved for flooding of the property within the high water mark of the lake to be constructed between Section II and Section III of Whisperwood.
15. An easement across Lots 39, 40, and 41 is hereby reserved for flooding of the property within the high water mark of the lake to be constructed between Section III and Section IV of Whisperwood.

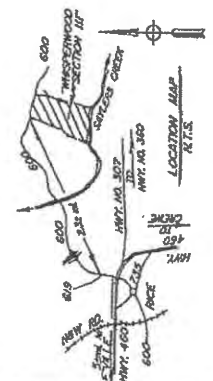
SECTION III  
Lots 29 - 47

16. The subdivider, its successors and assigns, hereby reserve the right to lay, construct, operate, repair, renew and replace electrical power lines, telephone lines, cable, television lines, sanitary sewer lines and lines for the transmission of electrical energy, water and/or gas over, under and through the 50 ft. access road and other easements and other areas of the property which are designated upon said plat.
17. The subdivider is the owner of other real estate contiguous with Whisperwood, Section III, and none of the foregoing covenants, conditions and restrictions shall burden or be deemed to create any negative reciprocal easements over any land which the subdivider or any other party designated herein may now or hereafter own or have any interest in, or any other land, except for Whisperwood, Section III, nor shall any of the foregoing covenants, conditions and restrictions benefit or be deemed to create any negative reciprocal appurtenant to, any land which the subdivider or any other party designated herein may now or hereafter own or have any interest in or any other land, except for Lots 29 through 47, Whisperwood, Section III.

PLAT BOOK 5 PAGE 234



| NO. | DATE  | CLASS. | DATA | AMT. | CHRG. | REMARKS |
|-----|-------|--------|------|------|-------|---------|
| 1   | 02-22 | 1511   | 1511 | 1511 | 1511  | 1511    |
| 2   | 03-27 | 1511   | 1511 | 1511 | 1511  | 1511    |
| 3   | 04-27 | 1511   | 1511 | 1511 | 1511  | 1511    |
| 4   | 05-27 | 1511   | 1511 | 1511 | 1511  | 1511    |
| 5   | 06-27 | 1511   | 1511 | 1511 | 1511  | 1511    |
| 6   | 07-27 | 1511   | 1511 | 1511 | 1511  | 1511    |
| 7   | 08-27 | 1511   | 1511 | 1511 | 1511  | 1511    |
| 8   | 09-27 | 1511   | 1511 | 1511 | 1511  | 1511    |
| 9   | 10-27 | 1511   | 1511 | 1511 | 1511  | 1511    |
| 10  | 11-27 | 1511   | 1511 | 1511 | 1511  | 1511    |
| 11  | 12-27 | 1511   | 1511 | 1511 | 1511  | 1511    |
| 12  | 13-27 | 1511   | 1511 | 1511 | 1511  | 1511    |
| 13  | 14-27 | 1511   | 1511 | 1511 | 1511  | 1511    |
| 14  | 15-27 | 1511   | 1511 | 1511 | 1511  | 1511    |
| 15  | 16-27 | 1511   | 1511 | 1511 | 1511  | 1511    |
| 16  | 17-27 | 1511   | 1511 | 1511 | 1511  | 1511    |
| 17  | 18-27 | 1511   | 1511 | 1511 | 1511  | 1511    |
| 18  | 19-27 | 1511   | 1511 | 1511 | 1511  | 1511    |
| 19  | 20-27 | 1511   | 1511 | 1511 | 1511  | 1511    |
| 20  | 21-27 | 1511   | 1511 | 1511 | 1511  | 1511    |
| 21  | 22-27 | 1511   | 1511 | 1511 | 1511  | 1511    |
| 22  | 23-27 | 1511   | 1511 | 1511 | 1511  | 1511    |
| 23  | 24-27 | 1511   | 1511 | 1511 | 1511  | 1511    |
| 24  | 25-27 | 1511   | 1511 | 1511 | 1511  | 1511    |
| 25  | 26-27 | 1511   | 1511 | 1511 | 1511  | 1511    |
| 26  | 27-27 | 1511   | 1511 | 1511 | 1511  | 1511    |
| 27  | 28-27 | 1511   | 1511 | 1511 | 1511  | 1511    |
| 28  | 29-27 | 1511   | 1511 | 1511 | 1511  | 1511    |
| 29  | 30-27 | 1511   | 1511 | 1511 | 1511  | 1511    |
| 30  | 31-27 | 1511   | 1511 | 1511 | 1511  | 1511    |
| 31  | 32-27 | 1511   | 1511 | 1511 | 1511  | 1511    |
| 32  | 33-27 | 1511   | 1511 | 1511 | 1511  | 1511    |
| 33  | 34-27 | 1511   | 1511 | 1511 | 1511  | 1511    |
| 34  | 35-27 | 1511   | 1511 | 1511 | 1511  | 1511    |
| 35  | 36-27 | 1511   | 1511 | 1511 | 1511  | 1511    |
| 36  | 37-27 | 1511   | 1511 | 1511 | 1511  | 1511    |
| 37  | 38-27 | 1511   | 1511 | 1511 | 1511  | 1511    |
| 38  | 39-27 | 1511   | 1511 | 1511 | 1511  | 1511    |
| 39  | 40-27 | 1511   | 1511 | 1511 | 1511  | 1511    |
| 40  | 41-27 | 1511   | 1511 | 1511 | 1511  | 1511    |
| 41  | 42-27 | 1511   | 1511 | 1511 | 1511  | 1511    |
| 42  | 43-27 | 1511   | 1511 | 1511 | 1511  | 1511    |
| 43  | 44-27 | 1511   | 1511 | 1511 | 1511  | 1511    |
| 44  | 45-27 | 1511   | 1511 | 1511 | 1511  | 1511    |
| 45  | 46-27 | 1511   | 1511 | 1511 | 1511  | 1511    |
| 46  | 47-27 | 1511   | 1511 | 1511 | 1511  | 1511    |
| 47  | 48-27 | 1511   | 1511 | 1511 | 1511  | 1511    |
| 48  | 49-27 | 1511   | 1511 | 1511 | 1511  | 1511    |
| 49  | 50-27 | 1511   | 1511 | 1511 | 1511  | 1511    |
| 50  | 51-27 | 1511   | 1511 | 1511 | 1511  | 1511    |
| 51  | 52-27 | 1511   | 1511 | 1511 | 1511  | 1511    |
| 52  | 53-27 | 1511   | 1511 | 1511 | 1511  | 1511    |
| 53  | 54-27 | 1511   | 1511 | 1511 | 1511  | 1511    |
| 54  | 55-27 | 1511   | 1511 | 1511 | 1511  | 1511    |
| 55  | 56-27 | 1511   | 1511 | 1511 | 1511  | 1511    |
| 56  | 57-27 | 1511   | 1511 | 1511 | 1511  | 1511    |
| 57  | 58-27 | 1511   | 1511 | 1511 | 1511  | 1511    |
| 58  | 59-27 | 1511   | 1511 | 1511 | 1511  | 1511    |



# "WHISPERWOOD, SECT. III"

SCALE: 1/4" = 200 FT.  
 LOCKETT DISTRICT  
 VIRGINIA  
 F.R. 525-01 P.C.  
 DRAWN BY: RHW  
 REVISION: JULY 31, 1990



STATE OF VIRGINIA  
 COUNTY OF PRINCE EDWARD  
 I, Ralph P. Hines, a Notary Public for the County of Prince Edward, do hereby certify that the above and foregoing plat was prepared by me or under my direct supervision and that I am a duly qualified and licensed Professional Land Surveyor in the State of Virginia.  
 My Commission Expires 31st Day of January 1991.  
 MALKEY - HINES & ASSOCIATES  
 LAND SURVEYORS & ENGINEERS & PLANNERS  
 FARMVILLE, VIRGINIA  
 This plat was prepared in the Clerk's Office of the County of Prince Edward, Virginia, on the 13th day of January, 1990.  
 The map was recorded and indexed in Map Book 5 of page 234.  
 Clerk of Circuit Court  
 This subdivision known as "WHISPERWOOD" is approved by the undersigned in accordance with the enabling regulations and may be admitted to the public record.  
 DATE: 9-1-90  
 SUBDIVISION: Whisperwood  
 DATE: January 13, 1990  
 HEALTH OF: Health of  
 DATE: 9-1-90  
 C.L.S. Ralph P. Hines  
 NOTARY PUBLIC

THE SUBDIVISION SHOWN AS "WHISPERWOOD" CONTAINS 625.5 ACRES OR LESS, ACRES ARE IN PARCELS AND ARE MORE OR LESS ACCORDING TO THE SURVEY AND THE DATE OF THE SURVEY IS NOT KNOWN AND IS CONSIDERED TO BE UNDEVELOPED LAND.  
 DATE: 9-1-90  
 STATE OF VIRGINIA  
 COUNTY OF PRINCE EDWARD  
 I, Ralph P. Hines, a Notary Public for the County of Prince Edward, do hereby certify that the above and foregoing plat was prepared by me or under my direct supervision and that I am a duly qualified and licensed Professional Land Surveyor in the State of Virginia.  
 My Commission Expires 31st Day of January 1991.  
 MALKEY - HINES & ASSOCIATES  
 LAND SURVEYORS & ENGINEERS & PLANNERS  
 FARMVILLE, VIRGINIA  
 This plat was prepared in the Clerk's Office of the County of Prince Edward, Virginia, on the 13th day of January, 1990.  
 The map was recorded and indexed in Map Book 5 of page 234.  
 Clerk of Circuit Court  
 This subdivision known as "WHISPERWOOD" is approved by the undersigned in accordance with the enabling regulations and may be admitted to the public record.  
 DATE: 9-1-90  
 SUBDIVISION: Whisperwood  
 DATE: January 13, 1990  
 HEALTH OF: Health of  
 DATE: 9-1-90  
 C.L.S. Ralph P. Hines  
 NOTARY PUBLIC

NOTE: The lands on this plat will not be back by the county or state in any manner and the county or state shall not be liable for any damages or losses resulting from the subdivision and any other matters.  
 I, RALPH P. HINES, C.L.S., DO HEREBY CERTIFY THAT AS SHOWN ON THIS PLAT, SECTION III, ACRES (GROSS) BEING A PORTION OF A 625.5 ACRE TRACT OWNED BY STATE WIDE REALTY COMPANY, SEE DRAWING-1.  
 JULY 31, 1990  
 DATE  
 RALPH P. HINES  
 LAND SURVEYOR  
 NOTES CONT.  
 1. PRIVATE ENTRANCES BY TRACT FORMAT ONLY.  
 A Similar Plat On File With Prince Edward County Health Department Shows Approved Locations For Wells And Sewage Disposal Systems.  
 In the Clerk's Office of the Circuit Court of Prince Edward County, Virginia.  
 The foregoing plat was this day presented in said office along with and as a part of Plat Book No. 5, Sect. III, Et Als to WHISPERWOOD, SECT. III, ET ALS which said Plat has been recorded in Plat Book 5 Page 234.  
 Clerk  
Ralph P. Hines

Residents of Whisperwood Subdivision  
Rice, Va. 23966

Board of Supervisors  
County Administration Office  
P.O. Box 382  
Farmville, Va. 23901



RECEIVED  
MAY 24 2023  
By \_\_\_\_\_

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**Board of Supervisors  
Agenda Summary**

**Meeting Date:** June 13, 2023  
**Item #:** 12-a  
**Department:** County Administration  
**Staff Contact:** Douglas P. Stanley/Sarah Elam Puckett  
**Agenda Item:** PUBLIC HEARING: VDOT SIX-YEAR PLAN

---

**Summary:** Scott Frederick, PE, Resident Engineer, VDOT, will be present to participate in the County’s Public Hearing on the Six-Year Plan for FY24 through FY29 and the FY24 Construction Program for Prince Edward County.

Attached is a copy of the Draft Six-Year Plan and a draft resolution for the Board’s review and consideration.

**ATTACHMENTS:** Public Hearing Notice  
Draft Six-Year Plan  
Draft Resolution

**RECOMMENDATION:** Approval.

**SAMPLE MOTION:** I move approval of the FY 24-29 Six-Year Plan and FY 24 Construction Program and authorize the Chairman or County Administrator to sign the resolution.

Motion \_\_\_\_\_ Cooper-Jones \_\_\_\_\_ Gilliam \_\_\_\_\_ Pride \_\_\_\_\_  
Second \_\_\_\_\_ Emert \_\_\_\_\_ Jenkins \_\_\_\_\_ Townsend \_\_\_\_\_  
Jones \_\_\_\_\_ Watson \_\_\_\_\_



Please publish the following public hearing notice in **THE FARMVILLE HERALD** on Wednesday, May 31, 2023 and Wednesday, June 7, 2023.

---



### NOTICE OF PUBLIC HEARING

The Prince Edward County Board of Supervisors will hold a PUBLIC HEARING on Tuesday, June 13, 2023 commencing at 7:30 p.m. in the Board of Supervisors Room, Prince Edward County Courthouse, 111 N. South Street, 3<sup>rd</sup> Floor, Farmville, Virginia, to receive citizen input prior to considering the following:

1. In accordance with Section 33.2-331 of the *Code of Virginia*, a joint County-VDOT public hearing will be held for the purpose of receiving public comments on the proposed County Secondary Six-Year Plan for Fiscal Years 2024-2029 and on the Secondary System Construction Budget for Fiscal Year 2024. All road projects in the Secondary Six-Year Plan that are eligible for federal funds will be included in the Statewide Transportation Improvement Program (STIP), which documents how Virginia will obligate federal transportation funds.

Citizen input for Public Hearings will be received through: (1) in-person participation; (2) remote participation by calling 1-844-890-7777, Access Code # 390313; or (3) by written comments mailed to P.O. Box 382, Farmville, VA 23901; via email to [board@co.prince-edward.va.us](mailto:board@co.prince-edward.va.us); or via facsimile at 434-392-6683. Based on the number of speakers, the Chair will determine the time allotted to each. Citizens may also view the monthly Board of Supervisors meeting live (no public input) at the County's YouTube Channel by using the link on County website under Meetings & Public Notices.

The draft FY 24-29 Six-Year Plan is available for public review on the County's web site at [www.co.prince-edward.va.us](http://www.co.prince-edward.va.us) or in the Prince Edward County Administrator's Office, 111 N. South Street, 3<sup>rd</sup> 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.

Secondary System  
 Prince Edward County  
 Construction Program  
 Estimated Allocations

| Fund                     | FY2024           | FY2025           | FY2026           | FY2027           | FY2028           | FY2029           | Total              |
|--------------------------|------------------|------------------|------------------|------------------|------------------|------------------|--------------------|
| TeleFee                  | \$45,973         | \$45,973         | \$45,973         | \$45,973         | \$45,973         | \$45,973         | \$275,838          |
| District Grant - Unpaved | \$378,011        | \$432,916        | \$118,252        | \$118,252        | \$118,252        | \$118,252        | \$1,283,935        |
| <b>Total</b>             | <b>\$423,984</b> | <b>\$478,889</b> | <b>\$164,225</b> | <b>\$164,225</b> | <b>\$164,225</b> | <b>\$164,225</b> | <b>\$1,559,773</b> |

Board Approval Date:

-----

Residency Administrator

Date

-----

County Administrator

Date

District: Lynchburg  
 County: Prince Edward County

2024-25 through 2028-29

Board Approval Date:

| Road Name                        |                                                         | Estimated Cost          |                                     | Traffic Count           |                                     |
|----------------------------------|---------------------------------------------------------|-------------------------|-------------------------------------|-------------------------|-------------------------------------|
| PPMS ID                          | Project #<br>Description<br>FROM<br>TO<br>Length        | PE<br>RW<br>CN<br>Total | Scope of Work<br>FHWA #<br>Comments | PE<br>RW<br>CN<br>Total | Scope of Work<br>FHWA #<br>Comments |
| 0751                             | HIDDEN LAKE ROAD                                        |                         | \$0 140                             |                         |                                     |
| 115397                           | 0751073626                                              |                         | \$0 Resurfacing                     |                         |                                     |
| STATE FORCES/HIRED EQUIPMENT     | RTE 751 - RURAL RUSTIC (SURFACE TREAT NON-HARD SURFACE) |                         | \$165,746 17005                     |                         |                                     |
| S                                | 0.900 MILE NORTH OF RTE 657                             |                         | \$165,746                           |                         |                                     |
| State forces/Hired equip CN Only | RTE 685                                                 |                         |                                     |                         |                                     |
| 0002.01                          | 1.3                                                     |                         |                                     |                         |                                     |
| <del>0740</del>                  | COPPER HILL ROAD                                        |                         | \$0 70                              |                         |                                     |
| <del>115398</del>                | 0740073627                                              |                         | \$0 Resurfacing                     |                         |                                     |
| STATE FORCES/HIRED EQUIPMENT     | RTE 740 - RURAL RUSTIC (SURFACE TREAT NON-HARD SURFACE) |                         | \$119,505 17005                     |                         |                                     |
| S                                | RTE 636                                                 |                         | \$119,505                           |                         |                                     |
| State forces/Hired equip CN Only | DEAD END                                                |                         |                                     |                         |                                     |
| 0002.02                          | 0.7                                                     |                         |                                     |                         |                                     |
| 0628                             | MILL CREEK ROAD                                         |                         | \$0 150                             |                         |                                     |
| 115565                           | 0628073629                                              |                         | \$0 Resurfacing                     |                         |                                     |
| STATE FORCES/HIRED EQUIPMENT     | RTE 628 - RURAL RUSTIC (SURFACE TREAT NON-HARD SURFACE) |                         | \$368,000 17005                     |                         |                                     |
| S                                | RTE 724                                                 |                         | \$368,000                           |                         |                                     |
| State forces/Hired equip CN Only | RTE 632                                                 |                         |                                     |                         |                                     |
| 0002.03                          | 2.3                                                     |                         |                                     |                         |                                     |

|                                  |                                                         |       |                 |
|----------------------------------|---------------------------------------------------------|-------|-----------------|
| 0702                             | BOLDEN FLOURNOY ROAD                                    | PE    | \$0 80          |
| 115566                           | 0702073631                                              | RW    | \$0 Resurfacing |
| STATE FORCES/HIRED EQUIPMENT     | RTE 702 - RURAL RUSTIC (SURFACE TREAT NON-HARD SURFACE) | CN    | \$208,000 17005 |
| S                                | REDD SHOP ROAD                                          | Total | \$208,000       |
| State forces/Hired equip CN Only | DEAD END                                                |       |                 |
| 0002.04                          | 1.3                                                     |       |                 |
| 0744                             | WHISPERING WOODS ROAD                                   | PE    | \$0 70          |
| 115567                           | 0744073P01                                              | RW    | \$0 Resurfacing |
| STATE FORCES/HIRED EQUIPMENT     | RTE 744 - RURAL RUSTIC (SURFACE TREAT NON-HARD SURFACE) | CN    | \$213,965 17005 |
| S                                | RTE 15                                                  | Total | \$213,965       |
| State forces/Hired equip CN Only | DEAD END                                                |       |                 |
| 1449                             | 1.6                                                     |       |                 |
| 0002.05                          |                                                         |       |                 |
| 0730                             | SCHOOLHOUSE ROAD                                        | PE    | \$0 110         |
| 115568                           | 0730073P01                                              | RW    | \$0 Resurfacing |
| STATE FORCES/HIRED EQUIPMENT     | RTE 730 - RURAL RUSTIC (SURFACE TREAT NON-HARD SURFACE) | CN    | \$62,947 17005  |
| S                                | RTE 604                                                 | Total | \$62,947        |
| State forces/Hired equip CN Only | DEAD END                                                |       |                 |
| 0002.06                          | 0.4                                                     |       |                 |
| 0771                             | BRIERY WAY ROAD                                         | PE    | \$0             |
| 121574                           | 0771073647                                              | RW    | \$0 Resurfacing |
| STATE FORCES/HIRED EQUIPMENT     | RTE 771 - RURAL RUSTIC (SURFACE TREAT NON-HARDSURFACE)  | CN    | \$50,000 17005  |
| State forces/Hired equip CN Only | 0.36 MILES WEST OF RTE 15                               | Total | \$50,000        |
| 0002.07                          | RTE 15                                                  |       |                 |
|                                  | 0.4                                                     |       |                 |



|                                  |                                                        |       |           |             |
|----------------------------------|--------------------------------------------------------|-------|-----------|-------------|
| 0611                             | QUAIL CROSSING ROAD                                    | PE    | \$0       |             |
| 121577                           | 0611073650                                             | RW    | \$0       | Resurfacing |
| STATE FORCES/HIRED EQUIPMENT     | RTE 611 - RURAL RUSTIC (SURFACE TREAT NON-HARDSURFACE) | CN    | \$294,000 | 17005       |
| State forces/Hired equip CN Only | ROUTE 613                                              | Total | \$294,000 |             |
| 0002.12                          | ROUTE 612                                              |       |           |             |
| 0002.12                          | 2.1                                                    |       |           |             |
| 0647                             | LOMAN ROAD                                             | PE    | \$0       |             |
| 121575                           | 0647073648                                             | RW    | \$0       | Resurfacing |
| STATE FORCES/HIRED EQUIPMENT     | RTE 647 - RURAL RUSTIC (SURFACE TREAT NON-HARDSURFACE) | CN    | \$161,000 | 17005       |
| State forces/Hired equip CN Only | 0.50 MILES EAST OF ROUTE 15                            | Total | \$161,000 |             |
| 0002.13                          | ROUTE 630 MEHERRIN ROAD                                |       |           |             |
| 0002.13                          | 1.2                                                    |       |           |             |
| 0625                             | FEATHER FIN ROAD                                       | PE    | \$0       |             |
| 121583                           | 0625073652                                             | RW    | \$0       | Resurfacing |
| STATE FORCES/HIRED EQUIPMENT     | RTE 625 - RURAL RUSTIC (SURFACE TREAT NON-HARDSURFACE) | CN    | \$420,000 | 17005       |
| State forces/Hired equip CN Only | APPOMATTOX COUNTY LINE                                 | Total | \$420,000 |             |
| 0002.14                          | ROUTE 609 PEAKS ROAD                                   |       |           |             |
| 0002.14                          | 3.0                                                    |       |           |             |
| 0668                             | BELL ROAD                                              | PE    | \$0       |             |
| 121584                           | 0668073653                                             | RW    | \$0       | Resurfacing |
| STATE FORCES/HIRED EQUIPMENT     | RTE 668 - RURAL RUSTIC (SURFACE TREAT NON-HARDSURFACE) | CN    | \$42,000  | 17005       |
| State forces/Hired equip CN Only | ROUTE 667                                              | Total | \$42,000  |             |
| 0002.15                          | ROUTE 682                                              |       |           |             |
| 0002.15                          | 0.3                                                    |       |           |             |

|                                  |                                                        |       |                 |
|----------------------------------|--------------------------------------------------------|-------|-----------------|
| 0632                             | SHULTZ MILL ROAD                                       | PE    | \$0             |
| 121585                           | 0632073654                                             | RW    | \$0 Resurfacing |
| STATE FORCES/HIRED EQUIPMENT     | RTE 632 - RURAL RUSTIC (SURFACE TREAT NON-HARDSURFACE) | CN    | \$98,000 17005  |
| State forces/Hired equip CN Only | 0.96 MILES WEST OF ROUTE 696                           | Total | \$98,000        |
| 0002.16                          | 0.40 MILES WEST OF ROUTE 696                           |       |                 |
| 1.6                              |                                                        |       |                 |
| 9999                             |                                                        | PE    | \$50,000        |
| 121657                           | 9999073646                                             | RW    | \$50,000        |
| NOT APPLICABLE                   | PRINCE EDWARD COUNTYWIDE - TRANSPORTATION SERVICES     | CN    | \$194,546 1     |
|                                  |                                                        | Total | \$294,546       |
| 0006.01                          |                                                        |       |                 |
| 9999                             |                                                        | PE    | \$0             |
| -18318                           | 9999073810                                             | RW    | \$0             |
| NOT APPLICABLE                   | PRINCE EDWARD COUNTY UNPAVED ROAD FUNDING              | CN    | \$0 1           |
|                                  |                                                        | Total | \$0             |
| 0006.02                          |                                                        |       |                 |

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**BOARD OF SUPERVISORS**

Llew W. Gilliam, Jr.  
Chair  
Pattie Cooper-Jones  
Vice Chair  
J. David Emert  
Victor "Bill" Jenkins  
E. Harrison Jones  
Odessa H. Pride, Ed.D.  
Jerry R. Townsend  
B. VonCannon Watson



**COUNTY ADMINISTRATOR**

Douglas P. Stanley, AICP, ICMA-CM  
Post Office Box 382  
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**COUNTY OF PRINCE EDWARD, VIRGINIA**

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

~~~~~  
**FY 24-29 SIX-YEAR ROAD PLAN
AND FY 24 CONSTRUCTION PRIORITY LIST**

At a regular meeting of the Board of Supervisors of the County of Prince Edward, Virginia, held at the Prince Edward County Courthouse, Board of Supervisors Room, Tuesday, June 13, 2023, at 7:00 p.m.:

MEMBERS PRESENT:

MEMBERS ABSENT:

On motion of Supervisor _____, seconded by Supervisor _____, and carried by the following vote:

AYE:

NAY:

WHEREAS, Section 33.2-331 of the *Code of Virginia*, 1950, as amended, provides the opportunity for each county to work with the Virginia Department of Transportation on the development of a Secondary Six-Year Road Plan and budget; and

WHEREAS, this Board has previously agreed to assist in the preparation of this Plan, in accordance with the Department of Transportation policies and procedures, and participated in a public hearing on the proposed Plan (FY 2024 through 2029), as well as the Construction Priority List (FY 2024) on June 13, 2023, after being duly advertised so that all citizens of the County had the opportunity to participate in said hearing and to make comments and recommendations concerning the proposed Plan and Priority List; and

WHEREAS, Scott D. Frederick, P.E., Resident Engineer, Virginia Department of Transportation, appeared before the Board and recommended approval of the Six-Year Plan for Secondary Roads (FY 2024 through 2029) and the Construction Priority List (FY 2024) for Prince Edward County;

NOW, THEREFORE, BE IT RESOLVED that since said Plan appears to be in the best interests of the Secondary Road System in Prince Edward County and of the citizens residing on the Secondary System, said Secondary Six-Year Plan (FY 2024 through 2029) and Construction Priority List (FY 2024) are hereby approved as presented at the public hearing

Certification

I hereby certify that the foregoing resolution was duly considered by the Board of Supervisors of the County of Prince Edward, Virginia at a regular board meeting in Prince Edward County, Virginia, at which a quorum was present and that same was passed this 13th day of June, 2023.

CERTIFIED TRUE COPY

Llew W. Gilliam, Jr., Chair, Board of Supervisors



**Board of Supervisors
Agenda Summary**

Meeting Date: June 13, 2023
Item #: 12-b
Department: Board of Supervisors
Staff Contact: Douglas P. Stanley/Terri Atkins Wilson
Agenda Item: Public Hearing & Public Input Period - PPEA Project Final Agreement

Summary: On December 9, 2021 the Prince Edward County Board of Supervisors accepted the unsolicited proposal of Prince Edward County Infrastructure, LLC (PECI) for the design and construction of a water system serving the County. The Board made a determination to use competitive negotiation in selecting a contractor; to authorize the County Administrator to post the non-confidential portions of the proposal and advertise for the receipt of competing proposals for a period of not less than 45 days. The County received no competing proposals.

County staff and our selected consultants negotiated an interim agreement with PEGI for the development, design and construction of water treatment plant and distribution system consistent with the Design-Builder’s proposal and the County’s guidelines and procedures concerning the Public-Private Education Facilities and Infrastructure Act of 2002 as adopted by the Board on July 8, 2008. At its meeting on August 23, 2022, the Board approved the Interim Agreement for the project. Since that time, the County has expended the maximum of \$1 million on the services identified in the agreement.

PECI has submitted a draft final agreement to the County. Staff has considered the Proposal and has determined with the Board’s intent of developing a water supply system it is in the best interest of the County to proceed and establish a 30-day period for public comment. The draft final agreement has been reviewed by our PPEA Legal Counsel – Sharon Pandak (Pandak & Taves, PLLC) and our Engineering consultant – Tom Frederick (Pennoni Engineering). In addition, the County will want to be in a position to approve a contract with the Department of General Services (DGS) for the provision of water to the States three facilities in Nottoway **PRIOR** to acceptance and approval of the final interim agreement.

Per Section IX.C of the County’s guidelines 30 days prior to entering into a final agreement the County shall provide an opportunity for public comment. Such public comment shall include a Public Hearing held by the Board of Supervisors. Accordingly, at its May 9, 2023 meeting, the Board authorized the 30-day public comment on this final agreement to commence May 12, 2023 and the Board authorized a public hearing to be held June 13, 2023 at 7:30 pm.

Attachments: Draft Final Agreement
Public Hearing Notice

Recommendation: Hold the public hearing on the final agreement as drafted with Prince Edward County Infrastructure, LLC for Design and Construction of Sandy River Reservoir Water Treatment and Distribution Project.

Motion _____ Cooper-Jones _____ Gilliam _____ Pride _____
Second _____ Emert _____ Jenkins _____ Townsend _____
Jones _____ Watson _____



NOTICE OF 30-DAY PUBLIC COMMENT PERIOD AND NOTICE OF PUBLIC HEARING

COMPREHENSIVE AGREEMENT SANDY RIVER RESERVOIR WATER TREATMENT AND DISTRIBUTION PROJECT

Prince Edward County received an unsolicited proposal (Proposal) on or about November 22, 2021 from Prince Edward County Infrastructure, LLC (PECI) under the Public-Private Educational Facilities and Infrastructure Act of 2002, as amended (PPEA), which Proposal offered a public-private partnership to provide the County engineering design and construction services for the development of a water intake and pump station, water treatment facility, and water distribution system that would utilize the existing Sandy River Reservoir as the water supply.

At its meeting on August 23, 2022, the Prince Edward County Board of Supervisors approved an Interim Agreement for the project. Since that time, the County has expended the maximum of \$1 million on the services identified in the Interim Agreement. At this time, PEGI has submitted a draft Comprehensive Agreement to the County for review. County staff, with the assistance of the County's PPEA Legal Counsel and Engineering Consultant, has reviewed the agreement and recommended that the Board consider entering into it. Given the Board's intent to develop a water supply system and based on the foregoing recommendation, the Board of Supervisors has voted to proceed and establish a 30-day period for public comment.

Per Section IX.C of the County of Prince Edward, Virginia, Guidelines and Procedures for the Public-Private Education Facilities and Infrastructure Act of 2002, as amended, 30 days prior to entering into a Comprehensive Agreement the County shall provide an opportunity for public comment on the proposal. Such public comment period shall include a Public Hearing held by the Board of Supervisors. Accordingly, the County is requesting public comment on the draft Comprehensive Agreement for a period of 30 days, commencing May 12, 2023, and requests that any written comments the public may have be submitted to the County Administrator by 4:00 p.m. on Tuesday, June 13, 2023. Comments may be sent electronically to the Board of Supervisors' e-mail address: board@co.prince-edward.va.us or by mail sent to: County of Prince Edward, ATTN: Douglas P. Stanley, County Administrator, P.O. Box 382, Farmville, VA 23901. If you have questions, you may contact the County Administrator's Office at 434-392-8837.

Notice is also given that the Board of Supervisors will receive public comment on the draft Comprehensive Agreement at a **PUBLIC HEARING**, which may be continued or adjourned, to be held at 7:30 p.m., or as soon thereafter as the matter may be heard, on Tuesday, June 13, 2023, in the Board of Supervisors' Meeting Room, Prince Edward County Courthouse, 111 N. South Street, 3rd Floor, Farmville, Virginia. Any person interested in the Comprehensive Agreement may appear and be heard. A copy of the full text of the draft Comprehensive Agreement is available for public inspection on the County's website at www.co.prince-edward.va.us or during regular business hours (Monday-Friday, 8:30 a.m. – 4:30 p.m.) in the Prince Edward County Administrator's office, 111 N. South Street, 3rd Floor, Farmville, VA 23901.

It is the County's intent to comply with the requirements of the Americans with Disabilities Act. Should you need special accommodations for the June 13, 2023 Public Hearing, please contact the Prince Edward County Administrator's Office at 434-392-8837, prior to June 9, 2023.

By Order of the Board of Supervisors
Douglas P. Stanley, County Administrator

COMPREHENSIVE AGREEMENT

BY AND BETWEEN

COUNTY OF PRINCE EDWARD, VIRGINIA

AND

PRINCE EDWARD COUNTY INFRASTRUCTURE, LLC

___ May 2023

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List of Attachments:

- A Design-Build Agreement (DBIA 525)
- B Project Location and Site Map

**COMPREHENSIVE AGREEMENT BY AND BETWEEN
THE COUNTY OF PRINCE EDWARD, VIRGINIA AND
PRINCE EDWARD COUNTY INFRASTRUCTURE, LLC**

This Comprehensive Agreement (the "Agreement") is made and entered into as of this _____ day of May, 2023, ("the Effective Date") by and between the County of Prince Edward, Virginia, a political subdivision of the Commonwealth of Virginia (the "County"), and Prince Edward County Infrastructure, LLC, a joint venture of MEB General Contractors, Inc., and Faulconer Construction, Inc. (referred to herein variously as the "Private Entity," "Design-Builder," or "PECI").

Recitals

A. In enacting the Public-Private Education Facilities and Infrastructure Act of 2002 (as amended, the "PPEA"), which became effective on July 1, 2002, the Virginia General Assembly found and declared, among other things, that:

(i) there is a public need for timely acquisition, design, construction, improvement, renovation, expansion, equipping, maintenance, operation, implementation, or installation of education facilities and other public infrastructure and government facilities within the Commonwealth of Virginia that serve a public need and purpose;

(ii) such public need may not be wholly satisfied by existing methods of procurement in which qualifying projects are acquired, designed, constructed, improved, renovated, expanded, equipped, maintained, operated, implemented, or installed; and

(iii) authorizing private entities to develop or operate one or more qualifying projects may result in the availability of such projects to the public in a more timely or less costly fashion, thereby serving the public safety, benefit, and welfare.

B. The PPEA grants the County the authority to approve the development or operation by a private entity of an education facility, technology infrastructure or other public infrastructure or government facility needed by the County as a qualifying project, or the design or equipping of a qualifying project so developed or operated, if the County determines that the qualifying project serves the public purpose of the PPEA.

C. The PPEA permits a private entity to initiate the approval process for a qualifying project in accordance with the provisions of the PPEA.

D. Under the PPEA, the County may determine that a qualifying project serves the public purpose of the PPEA if:

(i) there is a public need for or benefit derived from the qualifying

project of the type the private entity proposes as a qualifying project;

(ii) the estimated cost of the qualifying project is reasonable in relation to similar facilities; and

(iii) the private entity's plans will result in the timely development or operation of the qualifying project.

E. On July 8, 2008, the County enacted "Guidelines and Procedures," implementing the Public-Private Education Facilities and Infrastructure Act of 2002 (Va. Code §56-575.1, *et seq.*) ("PPEA"), and establishing procedures for the development of public facilities through public-private partnerships ("Guidelines").

F. On or about November 22, 2021, the County received an unsolicited proposal ("Proposal" or "Conceptual Phase Proposal") from PECI to develop, design and construct the Sandy River Reservoir Water Treatment and Distribution Project ("Project"). For the purposes of this Comprehensive Agreement, the term "Private Entity," as utilized in the PPEA, shall be the Design-Builder or PECI.

G. Pursuant to the Guidelines, the County subsequently posted notice of and advertised its decision to accept Design-Builder's Proposal for conceptual stage consideration.

H. On or about December 9, 2021, the County Board of Supervisors, finding that it would be advantageous for the County to proceed with the Project (as defined below) using procedures for competitive negotiation, rather than sealed, competitive bids, given the probable scope, complexity and urgency of the Project, voted to accept the proposal for publication and conceptual stage consideration and directed the County Administrator to advertise for competing proposals.

I. On or about December 19, 2021, the County elected to solicit, for consideration, competing proposals for the Project, in accordance with the PPEA and the Guidelines. No competing proposals were submitted within the time period established for receipt of same.

J. On or about September 6, 2022, the County and PECI executed an Interim Agreement for the Project.

K. Following execution of the Interim Agreement, PECI has presented the County with further designs and pricing information for the Project.

L. The County and the Private Entity have now negotiated a Comprehensive Agreement consistent with the PPEA, the Guidelines, and other applicable law, the terms of which are set out in this Agreement.

M. The County has determined that the Project to be delivered by the Private Entity in accordance with the terms of this Agreement serves the public purpose of the PPEA under the criteria of Va, Code §56-575.4(C), and the Board of Supervisors has approved this Agreement.

NOW, THEREFORE, in consideration of the foregoing Recitals and covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the County and the Private Entity agree as follows:

1. Incorporation of Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

2. Definitions. The following definitions apply to this Agreement:

(a) “Contract Documents” means:

(i) this Agreement (together with all of its attachments and exhibits thereto) and any written amendments thereto;

(ii) the Design-Build Agreement (Attachment A to this Agreement) together with all Exhibits thereto and documents referenced in Article 2 thereof, and any written amendments, modifications thereto, and any Change Orders issued thereunder. The General Conditions of the Design-Build Agreement are attached to Attachment A as Exhibit A; and

(iii) Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Design-Build Agreement.

At the time of the execution of this Agreement, the structure of the Contract Documents is as follows:

1.	The Comprehensive Agreement		
1.A	Attachment A	The Design-Build Agreement (DBIA 525)	
1.A.A		Ex A.	General Conditions of the Design-Build Agreement (DBIA 535)
1.A.B		Ex B	Basis of Design Report
1.A.C		Ex C	Scope of Services
1.A.D		Ex D	Project Schedule
1.A.E		Ex E	Required Insurance Policies
1.A.F		Ex F	Economic Price Adjustment provisions – List of Materials Included
1.A.G		Ex G	Permit List
1.A.H		Ex H	Performance Bond
1.A.I		Ex I	Payment Bond
1.A.J		Ex J	Allowance Items
1.A.K		Ex K	Schedule of Values
1.B	Attachment B	Project Location and Site Map	

“Contract Document” means any one of these documents. In the event of any discrepancies between or among any of the Contract Documents, the language in this Agreement (and any amendments thereto) shall take priority. The priority of the other Contract Documents shall be as follows:

1. This Comprehensive Agreement;
2. All written modifications, amendments, minor changes and Change Orders to the Design-Build Agreement issued in accordance with DBIA Document No. 535, (“General Conditions of Contract”);
3. The Basis of Design Report (Ex. B to the Design-Build Agreement);
4. The Design-Build Agreement (DBIA 525) (Att. A to this Comprehensive Agreement), including all exhibits and attachments, executed by Owner and Design-Builder;
5. The General Conditions of Contract (DBIA 535) (Ex. A to the Design-Build Agreement); and
6. Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract (Ex A. to the Design-Build Agreement, DBIA 525).

(b) “Contract Price” means the aggregate amount of compensation that the County will be obligated to pay to the Private Entity pursuant to this Agreement and the Design-Build Agreement. The Contract Price is subject to upward or downward adjustment pursuant only to the Contract Documents.

(c) “Design-Build Agreement” means DBIA Document No. 525 Standard Form of Agreement Between Owner and Design-Builder – Lump Sum, as modified and set forth as Attachment A, by and between the County (referenced to therein as “Owner”) and the Private Entity (referenced to therein as “Design-Builder”), including all Exhibits thereto.

(d) “General Conditions” means DBIA Document No. 535 Standard Form of General Conditions of Contract Between Owner and Design-Builder, as modified and set forth as Exhibit A to Attachment A, the Design-Build Agreement.

(e) “Project” means all the labor, materials, and other work necessary to complete the following work:

Design and construction of the Sandy River Reservoir Water Treatment and Distribution Project, consisting of a new Raw Water Intake and Pump Station (RWPS) located at the Sandy River Reservoir, a new Water Treatment Plant (WTP) located adjacent to the Reservoir, a raw water pipeline to convey water from the RWPS to the WTP, and the Finished Water distribution systems serving Prince Edward County, Nottoway County and the Commonwealth of Virginia to the East (“Eastern Service Area Distribution System”).

Any change to the Scope of Work to expand the Project to include a Western Service Area Distribution System or Northern Service Area Distribution System shall be done on the basis of a mutually agreed, negotiated Change Order.

“Project” shall include both the entirety of the Project as well as any part thereof. It is intended that the term “Project” will be construed consistently in this Comprehensive Agreement and in the Design-Build Agreement.

(f) “Project Schedule” means the schedule for the Project as approved by the parties, as set forth in Section 6 below.

(g) “Site” means the real property on which the Project is to be located, all of which is owned by the County, the Commonwealth of Virginia, or located on easements to be obtained by the County, as further described by the drawings attached as Attachment B.

(h) “Work” means all the architectural, engineering, construction, and other duties and services to be furnished and provided by the Private Entity as required by the Contract Documents. “Work” may include the entirety of the Work or a portion thereof.

(i) “Work Product” means all the data, information, documentation, and other work product produced, prepared, obtained, or deliverable by or on behalf of the Private Entity and in any way related to the Project.

3. Scope of Work. Under this Agreement, the County and the Private Entity agree that the Project shall be designed and constructed by the Private Entity for the benefit of the County in accordance with the Contract Documents. The general scope of the Work to be provided by the Private Entity is defined in Article 1 of Attachment A. The Private Entity shall be paid by the County for the Work in accordance with the Contract Documents. The Private Entity shall furnish all necessary personnel, material, equipment, and services (except as otherwise specified in the Contract Documents) to fully and properly perform the Work in accordance with the Contract Documents.

Upon the execution of this Agreement, the Private Entity shall engage the services of a Virginia licensed architect or engineer to prepare detailed drawings and plans fully describing the work to be performed as listed in Attachment A. The plans, drawings, specifications, and other design documentation shall be prepared in Design Packages corresponding to one or more significant parts of the Project. As each Design Package is completed, the County staff shall have thirty (30) days to review said Design Package and identify any changes that need to be made to the plans, specifications, and/or drawings. Once the County staff has concurred with a Design Package, work may commence on the part of the Project described in the respective Design Package.

4. Term. The term of this Agreement shall begin on the date of this Agreement and shall end on three (3) years from the date the County issues the Notice to Proceed to Private Entity, unless extended or earlier terminated pursuant to: (i) the terms of this Agreement or any other Contract Document, or (ii) by law.

5. Notice to Proceed. The County’s delivery to the Private Entity of this executed Agreement shall constitute notice to proceed with the Work in accordance with the Project Schedule.

6. Project Schedule. The Project Schedule shall be as set forth in the Design-Build Agreement, Ex. D of the Design-Build Agreement, Attachment A. This schedule shall be modified under the circumstances set forth in the Design-Build Agreement and the General Conditions. The County and Private Entity shall use reasonable efforts to maintain the Project

Schedule and each of them shall (a) execute and deliver in a timely fashion all instruments and documents as contemplated by the terms of this Agreement and the other Contract Documents, and (b) perform obligations in accordance therewith. The County shall give prompt attention to acquiring any State or Federal permits, acquisition of Right of Way (ROW), reviews, and approvals required for the Project.

7. Compensation to Private Entity; Appropriation of Funds.

(a) The amount of compensation to be paid by the County to the Private Entity shall be established pursuant to the terms of the Design-Build Agreement and shall be referred to herein as the "Contract Price." The Contract Price is **FIFTY-TWO MILLION ONE HUNDRED FIFTY-THREE THOUSAND, SEVEN HUNDRED FIFTY-NINE AND 00/100 DOLLARS (\$ 52,153,759.00)** subject to adjustments as specified in the Contract Documents. Payment of the Contract Price by the County to the Private Entity shall be made in accordance with the terms of the Design-Build Agreement.

(b) The County shall arrange to finance the costs of the Project in a manner that results in the availability of funds in the amounts and at the times required to meet the projected needs for the Project and this Agreement. Prior to the execution of this Comprehensive Agreement, the County shall have provided to the Private Entity reasonable and adequate evidence of the existence of the financial arrangements for the funding of the Project, and will update or supplement such evidence of financial arrangements during the course of the Project as additional work is authorized by a Notice to Proceed.

8. Representations and Warranties.

(a) County Representations and Warranties. The County hereby represents and warrants to the Private Entity as follows:

(i) The County is the "responsible public entity," as that term is used in the PPEA and the Guidelines, for the Project. As such, the County has full power, right and authority to execute, deliver and perform its obligations in accordance with and subject to the terms and conditions of this Agreement and the other Contract Documents.

(ii) The County has taken or caused to be taken all requisite action to authorize the execution and delivery of, and the performance of its obligations under this Agreement and the other Contract Documents.

(iii) Each person executing this Agreement or any other Contract Document, or any other agreement, instrument, or document on behalf of the County to which the County is a party has been or at such time of execution will be duly authorized to execute each such document on behalf of the County.

(iv) Neither the execution and delivery by the County of this Agreement and the other Contract Documents executed by the County concurrently herewith, nor the consummation of the transactions contemplated hereby or thereby, is in conflict with

or will result in a default under or violation of any other agreements or instruments to which it is a party or by which it is bound.

(v) There is no action, suit, proceeding, investigation, or litigation pending and served on the County which challenges the County's authority to execute, deliver or perform, or the validity or enforceability of, this Agreement and the other Contract Documents to which the County is a party, or which challenges the authority of the County official executing this Agreement or the other Contract Documents to which the County is a party, and the County has disclosed to the Private Entity any pending and unserved or threatened action, suit, proceeding, investigation, or litigation with respect to such matters of which the County is aware.

(vi) The zoning of the Site is not inconsistent with the requirements of the Project or a barrier to the development of the Project.

(vii) The County has sufficient funds on hand to pay for any portion of the Work ordered from the Private Entity under a Notice to Proceed.

(b) Private Entity Representations and Warranties. The Private Entity hereby represents and warrants to the County as follows:

(i) The Private Entity is a duly organized and lawful limited liability company created under the laws of the Commonwealth of Virginia. It has and will maintain throughout the term of this Agreement the requisite power and all required licenses (or it or its subcontractors will have all required licenses prior to the time activities which require licenses are undertaken) to carry on its present and proposed Project activities, and has full power, right and authority to execute, deliver and perform its obligations under, in accordance with and subject to the terms and conditions of this Agreement and the other Contract Documents.

(ii) The Private Entity has taken or caused to be taken all requisite action to authorize the execution and delivery of, and the performance of its obligations under, this Agreement and the other Contract Documents.

(iii) Each person executing this Agreement or any other Contract Document on behalf of the Private Entity to which the Private Entity is a party has been or at such time of execution will be duly authorized to execute each such document on behalf of the Private Entity.

(iv) Neither the execution and delivery by the Private Entity of this Agreement and the other Contract Documents executed by the Private Entity concurrently herewith, nor the consummation of the transactions contemplated thereby, is in conflict with or will result in a default under or violation of any other agreements or instruments to which it is a party or by which it is bound.

(v) There is no action, suit, proceeding, investigation, indictment, or litigation pending and served on the Private Entity which challenges the Private Entity's authority to execute, deliver or perform, or the validity or enforceability of, this Agreement

and the other Contract Documents to which the Private Entity is a party, or which challenges the authority of the Private Entity official executing this Agreement or the other Contract Documents to which the Private Entity is a party, and the Private Entity has disclosed to the County any pending and unserved or threatened action, suit, proceeding, investigation, indictment or litigation with respect to such matters of which the Private Entity is aware.

(vi) Private Entity represents and warrants that it has the requisite experience, skills, capabilities, and manpower to perform the Work in a good and workmanlike fashion, and that the person signing any of the Contract Documents has been fully authorized to do so, and that its representative's signature will legally bind Private Entity to perform its obligations under this Agreement.

(vii) Private Entity warrants to the County that all materials and equipment furnished shall be new, unless otherwise specified, and that its Work and that of its subcontractors, shall be of good quality, free from faults and defects in accordance with standard practice in the industry, and in conformance with the Contract Documents. All materials, equipment or Work not conforming to these requirements, including substitutions not properly approved and authorized, will be considered defective.

(viii) Private Entity warrants to the County that the construction, including all materials and equipment furnished during the construction, shall be new, unless otherwise specified, and shall be of good quality, in conformance with the terms of this Agreement, and free of defects in materials and workmanship.

The County's remedies in this Agreement for Private Entity's breach or warranties are in addition to and do not limit those rights and remedies otherwise available to the County. and shall survive the County's payment, acceptance, inspection, or failure to inspect the Work, and review of any Plans and Specifications.

9. Termination.

(a) If a party to this Agreement defaults or fails or neglects to carry out a material obligation under this Agreement (for purposes of this section, the "Defaulting Party") and if the other party (for purposes of this section, the "Non-Defaulting Party") is not in material breach of this Agreement at the time, the Non-Defaulting Party may give written notice in accordance with the Design-Build Agreement.

(b) If not sooner terminated pursuant to the terms of subsection (a) above, or by mutual agreement, the Agreement shall terminate when all terms and conditions of all the Contract Documents (exclusive of warranty and indemnity obligations and any other obligation which continues after termination) have been satisfied and all the Private Entity's construction obligations under this Agreement have been fulfilled.

10. Cooperation; Resolution of Disputes, Claims and Other Matters.

(a) The parties agree to cooperate to achieve the objectives of this Agreement, and to use reasonable and good-faith efforts to resolve all disputes and

disagreements that may arise hereunder. Each party agrees to designate representatives with the authority to make decisions binding upon such party (subject in the case of the County to those matters requiring a vote of the Board of Supervisors) so as to not delay the Project Schedule.

(b) All disputes, claims and other matters in question between the parties arising out of or in relation to this Comprehensive Agreement, including disputes arising under the Design-Build Agreement shall be resolved in accordance with the terms thereof.

(i) A party shall give to the other party written notice of any claim for any additional compensation, damages or delay, or of any other claim, dispute or other matter in question, within fifteen (15) days of the reasonable discovery of the occurrence of the event leading to the dispute, claim or question, and shall submit any supporting data within thirty (30) days after the occurrence giving rise to the dispute, claim or question ends.

(ii) The parties shall first endeavor to resolve any disputes, claims or other matters in question between them through direct negotiations, and if such direct negotiations fail, may engage in non-binding mediation which, if agreed upon between the parties at the time, shall be conducted pursuant to the Construction Industry Mediation Procedure of the American Arbitration Association, with the site of the mediation being in the County of Prince Edward, Virginia, or such other site as may be agreed upon by the parties. Should the dispute, claim or other matter in question remain unresolved for the shorter of (A) ninety (90) days following negotiation or, if negotiation has failed, from the date of the matter giving rise to the dispute, or (B) ninety (90) days after mediation is invoked by a party, either party may proceed in accordance with subsection (iii) below.

(iii) If the procedures of subsection (ii) above have been followed, and the dispute, claim or matter in question remains unresolved, then either party may institute a lawsuit or chancery action, as appropriate, only in: [1] the Circuit Court of the County of Prince Edward, Virginia; [2] if the subject or amount in controversy is within its jurisdiction, the General District Court of the County of Prince Edward, Virginia; or [3] U.S. District Court for the Eastern District of Virginia, if grounds for federal jurisdiction apply.

(iv) Nothing in subsections (ii) or (iii) shall prevent a party from seeking temporary injunctive or other temporary equitable relief in the Circuit Court of the County of Prince Edward, Virginia, if circumstances so warrant.

11. Records.

(a) Protected Records. If the Private Entity believes that any Work Product or any other document or item subject to transmittal to or review by the County under the terms of this Agreement or any other Contract Document contains trade secrets or other information exempt or protected from disclosure pursuant to applicable law, the Private Entity shall use its reasonable efforts to identify such information in writing prior to such transmittal or review, and the County shall take steps for ensuring confidentiality consistent with applicable laws prior to transmittal or review.

(b) Requests for Public Disclosure. The County recognizes that certain Work Product and other documents or materials of which the County obtains a copy may contain trade secrets or other information exempt from disclosure under applicable law, or may include information that is otherwise subject to protection from misappropriation or disclosure under law. The Private Entity shall identify such items in writing. Should any such items become the subject of a request for public disclosure, the County shall respond as follows:

(i) The County shall use reasonable efforts to immediately notify the Private Entity of such request and the date by which it anticipates responding.

(ii) The Private Entity must then indicate in writing to the County any claim that such items are protected from disclosure and the applicable authority for such protection.

(iii) If the Private Entity fails to make such assertion within three (3) business days after the County notifies the Private Entity of its intended response, the County shall have the right to make such disclosure.

(iv) If the Private Entity makes a timely assertion with documented authority that the requested items contain trade secrets or other information exempt from disclosure or otherwise protected under applicable law, the County and the Private Entity shall seek judicial declaration of which items may be withheld. Until such declaration is made, the County will maintain the confidentiality of such items. If the requested items are determined to be releasable notwithstanding the Private Entity's claim of confidentiality, the Private Entity will indemnify the County for any damages assessed, and the County's reasonable costs and attorneys' fees in seeking such judicial declaration.

(v) If the County's denial of a request for disclosure of items is challenged in court, the Private Entity shall assist the County in its defense and shall indemnify the County for direct damages assessed and reasonable costs and attorney's fees which the County incurs in such defense, excluding any damages or costs resulting from the County's negligence.

12. Conditions Precedent and Subsequent to Agreement's Effectiveness.

(a) Board of Supervisors' Approval. It shall be a condition precedent to this Agreement's effectiveness that entry into this Comprehensive Agreement between the County and the Private Entity for the Project pursuant to the terms hereof has first been approved by the Board of Supervisors; and that this Agreement has been properly executed by the County; and that the approved, executed Agreement has been delivered to the Private Entity no later than ten (10) days prior to the Effective Date hereof

(b) Entry into Design-Build Agreement. It shall be a condition subsequent to this Agreement's effectiveness that the parties enter into the referenced Attachment A

Design-Build Agreement 525 and Exhibit A General Conditions 535 for the Project in form and substance satisfactory to the County and the Private Entity consistent with the provisions of this Agreement.

13. Copy of Agreement to Auditor of Public Accounts. The County shall submit a copy of this Agreement to the Auditor of Public Accounts of the Commonwealth of Virginia within thirty (30) days of its effective date.

14. State Corporation Commission Identification Number. Private Entity must be authorized to transact business in the Commonwealth as a domestic or foreign business as required by Title 13.1 or Title 50 of the Code of Virginia, as amended, Va. Code § 2.2-4311.2, or as otherwise required by law. Private Entity shall provide the identification number issued to it by the State Corporation Commission.

Private Entity shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Agreement. Doing so shall be deemed to be a violation of this Agreement.

15. Employment Discrimination/Drug-Free Workplace By Contractor. Private Entity certifies to the County that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and Va. Code §§ 2.2-4311, - 4312 of the Virginia Public Procurement Act. During the performance of this Agreement, the Private Entity agrees as follows:

a. The Private Entity will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or other basis prohibited by state law related discrimination employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Private Entity agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non- discrimination clause.

b. The Private Entity, in all solicitations or advertisements for employees placed by or on behalf of the Private Entity, will state that such Private Entity is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements of this section.

d. To provide a drug-free workplace for the Private Entity's employees as required by Va. Code § 2.2-4312.

e. To post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale,

distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Private Entity's workplace and specifying the actions that will be taken against employees for violations of such prohibition.

f. To state in all solicitations or advertisements for employees placed by or on behalf of the Private Entity that it maintains a drug-free workplace.

16. Compliance with Immigration Laws. Private Entity shall comply with Va. Code § 2.2-4311.1 of the Virginia Public Procurement Act and any other applicable immigration laws.

17. Miscellaneous.

(a) Successors and Assigns. Except as expressly otherwise provided, all of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may not be assigned without the prior written consent of the parties to this Agreement.

(b) Notices. All notices and demands by either party to the other shall be given in one or more of the following means: (i) delivered in person to the individual intended to receive such notice with a signed receipt therefore, (ii) sent by registered or certified mail, postage prepaid to the address indicated below, (iii) sent by a nationally recognized overnight courier to the individual listed below at the address listed below; or (iv) transmitted by electronic mail to the address below where there is an electronic confirmation of receipt by the recipient., and addressed as follows:

To the County: Douglas P. Stanley
County Administrator
PO Box 382
Farmville, VA 23901
Email: dstanley@co.prince-edward.va.us

With copies to: Office of the County Attorney
Prince Edward County, Virginia
PO Box 382
Farmville, VA 23901
Email: tawilson@tawlaw.net

To Design-Builder John Thornton
Project Manager
Prince Edward County Infrastructure, LLC
4016 Holland Boulevard
Chesapeake, Virginia 23323
Email: jthornton@meb.group

With copies to: David Ervin, Vice President
MEB General Contractors, Inc.
4016 Holland Boulevard
Chesapeake, Virginia 23323
Email: dervin@meb.group

and Ed Stelter, Vice President
Faulconer Construction Company, Inc.
2496 Old Ivy Road
Charlottesville, VA 22903
Email: estelter@faulconerconstruction.com

(c) Binding Effect. Subject to the limitations of subsection (a) above, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns, and wherever a reference in this Agreement is made to any of the parties hereto, such reference also shall be deemed to include, wherever applicable, a reference to the legal representatives, successors and permitted assigns of such party, as if in every case so expressed.

(d) Relationship of Parties. The relationship of the Private Entity to the County shall be one of an independent contractor, not an agent, partner, joint venturer or employee, and the County shall have no rights to direct or control the activities of the Private Entity in its execution of the Work under this Agreement except as otherwise permitted in this Agreement or an incorporated document to allow the County to issue a "Stop Work Order" until corrective action is taken in the limited situation where the Private Entity is observed in activity that is contrary to law or in breach of the terms of the Contract Documents.

(e) No Third-Party Beneficiaries. Nothing contained in this Agreement is intended or shall be construed as creating or conferring any rights, benefits or remedies upon, or creating any obligations of the parties hereto toward, any person or entity not a party to this Agreement.

(f) Waiver. No waiver by any party of any right or remedy under this Agreement or the other Contract Documents shall be deemed to be a waiver of any other or subsequent right or remedy under this Agreement or the other Contract Documents. The consent by one party to any act by the other party requiring such consent shall not be deemed to render unnecessary the obtaining of consent to any subsequent act for which consent is required, regardless of whether similar to the act for which consent is given. No provision of this Agreement shall be deemed to have been waived unless such waiver shall be in writing signed by the party to be charged.

(g) Severability. If any term or provision of this Agreement shall be determined to be invalid or unenforceable in any respect, it shall be replaced with a substantially similar provision to the greatest extent possible, and the Agreement shall remain in full force and effect.

(h) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but both of which such counterparts together shall be deemed to be one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for the other counterpart.

(i) Entire Agreement. This Agreement, and the Attachments and their Exhibits, attached hereto and forming a part hereof set forth all the covenants, promises, agreements, conditions and understandings between the Private Entity and the County concerning the Project, and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, between them other than are herein set forth. No alteration, amendment, change or addition to this Agreement shall be binding upon either party unless reduced to writing and signed by each party. Upon execution of this Comprehensive Agreement, the Interim Agreement shall be considered terminated and of no further effect.

(i) Headings. The section and paragraph headings appearing in this Agreement are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provision hereof.

(k) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the parties have executed this Comprehensive Agreement as of the day and year first above written.

COUNTY OF PRINCE EDWARD, VIRGINIA, a
municipal corporation of the Commonwealth of

Douglas P. Stanley, County Administrator

PRINCE EDWARD COUNTY
INFRASTRUCTURE, LLC, a Joint Venture

David Ervin, Manager

Sandy River Water Treatment and Distribution System Project

Attachment A to Comprehensive Agreement between
Prince Edward County, Virginia and
Prince Edward County Infrastructure, LLC

Standard Form of Agreement Between Owner and Design- Builder – Lump Sum

Document No. 525

Second Edition, 2010

© Design-Build Institute of America
Washington, D.C.





Design-Build Institute of America - Contract Documents

LICENSE AGREEMENT

By using the DBIA Contract Documents, you agree to and are bound by the terms of this License Agreement.

- 1. License.** The Design-Build Institute of America ("DBIA") provides DBIA Contract Documents and licenses their use worldwide. You acknowledge that DBIA Contract Documents are protected by the copyright laws of the United States. You have a limited nonexclusive license to: (a) Use DBIA Contract Documents on any number of machines owned, leased or rented by your company or organization; (b) Use DBIA Contract Documents in printed form for bona fide contract purposes; and (c) Copy DBIA Contract Documents into any machine-readable or printed form for backup or modification purposes in support of your permitted use.
- 2. User Responsibility.** You assume sole responsibility for the selection of specific documents or portions thereof to achieve your intended results, and for the installation, use, and results obtained from the DBIA Contract Documents. You acknowledge that you understand that the text of the DBIA Contract Documents has important legal consequences and that consultation with an attorney is recommended with respect to use or modification of the text. You will not represent that any of the contract documents you generate from DBIA Contract Documents are DBIA documents unless (a) the document text is used without alteration or (b) all additions and changes to, and deletions from, the text are clearly shown.
- 3. Copies.** You may not use, copy, modify, or transfer DBIA Contract Documents, or any copy, modification or merged portion, in whole or in part, except as expressly provided for in this license. Reproduction of DBIA Contract Documents in printed or machine-readable format for resale or educational purposes is expressly prohibited. You will reproduce and include DBIA's copyright notice on any printed or machine-readable copy, modification, or portion merged into another document or program.
- 4. Transfers.** You may not transfer possession of any copy, modification or merged portion of DBIA Contract Documents to another party, except that a party with whom you are contracting may receive and use such transferred material solely for purposes of its contract with you. You may not sublicense, assign, or transfer this license except as expressly provided in this Agreement, and any attempt to do so is void.
- 5. Term.** The license is effective for one year from the date of purchase. DBIA may elect to terminate it earlier, by written notice to you, if you fail to comply with any term or condition of this Agreement.
- 6. Limited Warranty.** DBIA warrants the electronic files or other media by which DBIA Contract Documents are furnished to be free from defects in materials and workmanship under normal use during the Term. There is no other warranty of any kind, expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state. DBIA does not warrant that the DBIA Contract Documents will meet your requirements or that the operation of DBIA Contract Documents will be uninterrupted or error free.
- 7. Limitations of Remedies.** DBIA's entire liability and your exclusive remedy shall be: the replacement of any document not meeting DBIA's "Limited Warranty" which is returned to DBIA with a copy of your receipt, or at DBIA's election, your money will be refunded. In no event will DBIA be liable to you for any damages, including any lost profits, lost savings or other incidental or consequential damages arising out of the use or inability to use DBIA Contract Documents even if DBIA has been advised of the possibility of such damages, or for any claim by any other party. Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.
- 8. Acknowledgement.** You acknowledge that you have read this agreement, understand it and agree to be bound by its terms and conditions and that it will be governed by the laws of the District of Columbia. You further agree that it is the complete and exclusive statement of your agreement with DBIA which supersedes any proposal or prior agreement, oral or written, and any other communications between the parties relating to the subject matter of this agreement.

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**Standard Form of Agreement
Between
Owner and Design-Builder - Lump Sum**

This document has important legal consequences. Consultation with an attorney is recommended with respect to its completion or modification.

This **DESIGN-BUILD AGREEMENT** is made as of the _____ day of _____ in the year of 2023, by and between the following parties, for services in connection with the Project identified below.

OWNER:
(Name and address)

County of Prince Edward, Virginia
P.O. Box 382
Farmville, VA 23901

DESIGN-BUILDER:
(Name and address)

Prince Edward County Infrastructure, LLC
C/O MEB General Contractors, Inc.
4016 Holland Boulevard
Chesapeake, Virginia 23323

PROJECT DESIGNER:
(Name and address)

Timmons Group, Inc.
1001 Boulders Parkway
Suite 300
Richmond, Virginia 23225

PROJECT:
(Include Project name and location as it will appear in the Contract Documents)

Sandy River Water Project, Prince Edward County, Virginia

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

RECITALS

1. Contemporaneously with the execution of this Agreement, the County and Design-Builder have executed a Comprehensive Agreement for the design and construction of the Project. This Agreement is attached to and part of the Comprehensive Agreement.

Article 1

Scope of Work

1.1 Design-Builder shall perform all design and construction services, and provide all material, equipment, tools and labor, necessary to complete the Work defined and detailed in Exhibit B – Basis of Design to the extent of the following:

- Project 1 – Raw Water Facilities
- Project 2 – Water Treatment Facilities (includes Article 2.E– Disinfection By-Product)
- Project 3 – Finished Water Pipeline Facilities – East Distribution System

The Scope of Work shall not include the following sections defined and detailed in Exhibit B unless added by the County as a future Amendment to this Agreement:

- Project 3A – Finished Water Pipeline Facilities – Rice Distribution System
- Project 4 – Finished Water Pipeline Facilities – West Distribution System

Article 2

Contract Documents

- 2.1 The Contract Documents shall be as specified in the Comprehensive Agreement, paragraph 2.(a):

Article 3

Interpretation and Intent

3.1 Design-Builder and Owner, prior to execution of the Agreement, shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents, for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement.

3.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Agreement, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in paragraph 2(a) of the Comprehensive Agreement.

3.3 Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.

3.4 Deleted.

3.5 The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

Article 4

Ownership of Work Product

4.1 Work Product. All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions of Contract, furnished by Design-Builder to Owner under this Agreement (“Work Product”) are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights and/or patents, subject to the provisions set forth in Sections 4.2 through 4.5 below.

4.2 Owner’s Rights in Work Product Upon Project Completion and Payment in Full to Design-Builder.

Upon Owner’s payment in full for all Work performed under the Contract Documents, Design-Builder transfers to Owner all ownership and property interests, including but not limited to any intellectual property rights, copyrights and/or patents, in the Work Product. Such transfer is conditioned on Owner’s express understanding that its alteration of the Work Product without the involvement of Design-Builder is at Owner’s sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the “Indemnified Parties”), and on the Owner’s obligations to provide the indemnity set forth in Section 4.5 below.

4.3 Owner’s Limited License upon Owner’s Termination for Convenience or Design-Builder’s Election to Terminate. If Owner terminates this Agreement for its convenience as set forth in Article 8 hereof, or if Design-Builder elects to terminate this Agreement in accordance with Section 11.4 of the General Conditions of Contract, Design-Builder shall, upon Owner’s payment in full of the amounts due Design-Builder under the Contract Documents, grant Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights as set forth in Section 4.2 above, conditioned on the following:

4.3.1 Use of the Work Product is at Owner’s sole risk without liability or legal exposure to any Indemnified Party and on the Owner’s obligation to provide the indemnity set forth in Section 4.5 below.

4.4 Owner’s Limited License upon Design-Builder’s Default. If this Agreement is terminated due to Design-Builder’s default pursuant to Section 11.2 of the General Conditions of Contract, then Design-Builder grants Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 4.2 above. Notwithstanding the preceding sentence, if it is ultimately determined that Design-Builder was not in default, Owner shall be deemed to have terminated the Agreement for convenience, and Design-Builder shall be entitled to the rights and remedies set forth in Section 4.3 above.

4.5 Owner’s Indemnification for Use of Work Product. If Owner is required to compensate any Indemnified Parties based on the Owner’s use or alteration of the Work Product under any of the circumstances identified in this Article 4, Owner shall defend and compensate such Parties from and against any and all claims, damages, liabilities, losses and expenses, to the extent caused by the use or alteration of the Work Product by, or on behalf of, Owner to the extent permitted by law.

Article 5

Contract Time

5.1 Date of Commencement. The Work shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed ("Date of Commencement") unless the parties mutually agree otherwise in writing.

5.2 Substantial Completion and Final Completion.

5.2.1 Substantial Completion of the entire Work shall be achieved no later than three (3) years following the Date of Commencement ("Scheduled Substantial Completion Date"). Further, any delays in the County's acquisition of real estate or easements for the Project will be grounds for extensions of the Scheduled Substantial Completion Date.

[At the parties' option, the following supplemental language may be inserted at the end of Section 5.2.1. if the Project is subject to a Temporary Certificate of Occupancy]

The parties agree that the definition for Substantial Completion set forth in Section 1.2.18 of the General Conditions of Contract is hereby modified to read as follows:

"Substantial Completion is the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes."

5.2.2 Interim milestones and/or Substantial Completion of identified portions of the Work ("Scheduled Interim Milestone Dates") shall be achieved as follows: *(Insert any interim milestones for portions of the Work with different scheduled dates for Substantial Completion)*

[NONE]

5.2.3 Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.7 of the General Conditions of Contract. Final Completion shall be achieved within sixty (60) days following Owner's issuance of a Certificate of Substantial Completion.

5.2.4 All of the dates set forth in this Article 5 (collectively the "Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

5.3 Time is of the Essence. Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

5.4 Liquidated Damages. Design-Builder understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Owner will suffer damages due to delay which are difficult to determine and accurately specify. Design-Builder agrees that if Substantial Completion is not attained by thirty (30) days after the Scheduled Substantial Completion Date, as adjusted (the "LD Date"), Designer-Builder shall pay Owner Two Thousand Five Hundred Dollars (\$ 2,500.00.00) as liquidated damages for each day that Substantial Completion extends beyond the LD Date.

5.5 Any liquidated damages assessed pursuant to this Agreement for delay shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages, whether special or consequential, and of whatsoever nature incurred by Owner which are occasioned by any delay in achieving

the Contract Time(s) but shall not limit Owner's damages for any other breaches of this Agreement, the Comprehensive Agreement or any other agreement incorporated into the Comprehensive Agreement.

Owner and Design-Builder agree that the maximum aggregate liability Design-Builder has for any liquidated damages that may be assessed under this Agreement for failure to achieve the Contract Time(s) alone shall be Two Hundred and Fifty Thousand and 00/100 Dollars (\$250,000.00) provided, however, that this provision shall not limit Owner's damages for any breaches of this Agreement other than for delay in completion of the Work, the Comprehensive Agreement or any other agreement incorporated into the Comprehensive Agreement.

5.6 NOT APPLICABLE)

5.7 *[The Parties may also desire to modify Article 8.2.2 of the General Conditions of Contract relative to compensability of delays that would cause the Contract Time(s) to be extended. In such case, the following option can be used.]*

In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 of the General Conditions of Contract, Design-Builder shall also be entitled to an appropriate adjustment as may be agreed to by the parties based on documentation, submitted by the Design-Builder and accepted by the Owner, of the Contract Price for those events set forth in Section 8.2.1 of the General Conditions of Contract, provided, however, for Force Majeure Events, Design-Builder shall only be entitled to an increase in the Contract Price if said events exceed sixty (60) cumulative days over the term of the Contract. No such adjustment in Contract Price shall be made: (i) to the extent such loss is compensated by a policy of insurance required under this Agreement; or (ii) if Design-Builder had warning of a predicted Force Majeure Event and failed to take reasonable measures to protect the Site. Said additional compensation shall be limited to:

[Check one box only]

\$ _____ dollars a day for each day work is delayed beyond the Scheduled Substantial Completion Date.

or

the direct costs and expenses, plus ten percent (10%) markup for overhead and profit on such costs agreed to by the parties, Design-Builder can demonstrate it has reasonably and actually incurred as a result of such event.

Article 6

Contract Price

6.1 Contract Price. Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract the Contract Price specified in Sec. 7(a) of the Comprehensive Agreement ("Contract Price"), subject to adjustments made in accordance with the General Conditions of Contract. Unless otherwise provided in the Contract Documents, the Contract Price is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements.

6.2 Markups for Changes. If the Contract Price requires an adjustment due to changes in the Work, and the cost of such changes is determined under Sections 9.4.1.3 or 9.4.1.4 of the General Conditions of Contract, the following markups shall be allowed on such changes:

6.2.1 For additive Change Orders, including additive Change Orders arising from both additive and deductive items, it is agreed that Design-Builder shall receive a Fee of Ten percent (10.0 %) of the additional costs incurred for that Change Order for overhead and profit, plus any other markups set forth at Exhibit C hereto.

6.2.2 For deductive Change Orders, including deductive Change Orders arising from both additive and deductive items, the deductive amounts shall include:

No additional reduction to account for Design-Builder's Fee or any other markup.

or

An amount equal to the sum of: (a) five percent (5.0 %) applied to the direct costs of the net reduction (which amount will account for a reduction associated with Design-Builder's Fee); plus (b) any other markups set forth at Exhibit C hereto applied to the direct costs of the net reduction.

6.3 Allowance Items and Allowance Values.

6.3.1 Any and all Allowance Items, as well as their corresponding Allowance Values and methods of Contract Price adjustment for variations, are set forth in Exhibit J hereto.

6.3.2 Design-Builder and Owner have worked together to review the Allowance Items and Allowance Values based on design information then available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-Builder and Owner will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values. Nothing herein is intended in any way to constitute a guarantee by Design-Builder that the Allowance Item in question can be performed for the Allowance Value.

6.3.3 No work shall be performed on any Allowance Item without Design-Builder first obtaining in writing advanced authorization to proceed from Owner. Owner agrees that if Design-Builder is not provided written authorization to proceed on an Allowance Item by the date set forth in the Project schedule, due to no fault of Design-Builder, Design-Builder may be entitled to an adjustment of the Contract Time(s) and Contract Price.

6.3.4 The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including design fees, Design-Builder's overall project management and general conditions costs, overhead and fee, are deemed to be included in the original Contract Price, and are not subject to adjustment, regardless of the actual amount of the Allowance Item.

6.3.5 Whenever the quantities of the Work performed, for an Allowance Item is more than or less than the stated Allowance Value, the Contract Price shall be adjusted accordingly by Change Order as provided in Exhibit J, subject to Section 6.3.4. The amount of the Change Order shall reflect the Unit Price specified in Exhibit J for the particular Allowance Item times the quantity by which the Allowance Quantity is exceeded or underrun.

Article 7

Procedure for Payment

7.1 Progress Payments.

7.1.1 Design-Builder shall submit to Owner on the tenth (10th) day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract, based on the percentage completion that month of line items on the Schedule of Values, Exhibit K.

7.1.2 Owner shall have 20 days from the receipt of an invoice to conduct an inspection of the Work for which the invoice was submitted. Owner shall make payment within thirty (30) days after Owner has received and addressed with inspection the work attendant to each Application for Payment and deemed it properly submitted and accurate in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.

7.2 Retainage on Progress Payments.

7.2.1 Owner will retain five percent (5.0 %) of each Application for Payment provided, however, that when fifty percent (50%) of the Work has been satisfactorily completed by Design-Builder and Design-Builder is otherwise in compliance with its contractual obligations, Owner will not retain any additional retention amounts from Design-Builder's subsequent Applications for Payment. Owner will also reasonably consider reducing retainage for Subcontractors completing their work early in the Project.

7.2.2 The Owner shall have 20 days to review and address with inspection the Work at the time of notification of Substantial Completion of any portion of the Work. Once the Owner and its inspector have concurred regarding the work and the issuance of the Certificate of Substantial Completion or any portion of the Work, and have also concurred with the Design-Builder, then payment shall be made as provided herein.

Within fifty (50) days after Substantial Completion of the entire Work or, if applicable, any portion of the Work, pursuant to Section 6.6 of the General Conditions of Contract, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to (a) the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion and (b) all other amounts Owner is entitled to withhold pursuant to Section 6.3 of the General Conditions of Contract.

7.3 Final Payment. Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment within thirty (30) days after Owner's receipt of the Final Application for Payment, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.

7.4 Interest. Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payment, shall bear interest commencing thirty (30) days after payment is due at the rate of one percent (1%) per month until paid.

7.5 Record Keeping and Finance Controls; Examination of Records. With respect to changes in the Work performed on a cost basis by Design-Builder pursuant to the Contract Documents, Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents.

During the performance of the Work and for a period of three (3) years after Final Payment, Owner and Owner's accountants shall be afforded access to, and the right to audit from time-to-time, upon reasonable notice, Design-Builder shall preserve its records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to changes in the Work for a period of three (3) years after Final Payment, and until any appeals, litigation, mediation, ADR, or claims have been finally concluded. Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties.

7.5.1 Design-Builder also agrees that Owner, or any duly authorized representative of Owner, shall, until the expiration of three (3) years after Final Payment hereunder, have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of Design-Builder involving transactions relating to the Contract Documents.

7.5.2 Design-Builder shall include in any subcontract for more than \$10,000 entered into as a result of the Contract Documents, a provision to the effect that the subcontractor agrees that Owner, or any duly authorized representative of Owner, shall until the expiration of three (3) years after final payment under Contract have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of such subcontractor involved in the transactions related to such subcontract or the Contract Documents. The term "subcontract" as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the public.

7.5.3 The period of access provided in subparagraphs 7.5.1 and 7.5.2 above for books, documents, papers, and records which may relate to any litigation, mediation or other alternative dispute resolution ("ADR"), or the settlement of claims arising out of performance of the Contract Documents or any subcontract shall continue until any appeals, litigation, mediation, ADR, or claims have been finally concluded.

Article 8

Termination for Convenience

8.1 Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Design-Builder for the following:

8.1.1 All Work executed and for proven loss, cost or expense in connection with the Work;

8.1.2 The agreed to reasonable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors and Design Consultants; and

8.1.3 *(Choose one of the following:)*

The fair and reasonable, agreed to sums for overhead and profit on the sum of items 8.1.1 and 8.1.2 above.

or

Overhead and profit in the amount of Ten percent (10%) on the sum of items 8.1.1 and 8.1.2 above.

8.2 If Owner terminates this Agreement pursuant to Section 8.1 above and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in Section 4.3 hereof. Such rights may not be transferred or assigned to others without Design-Builder's express written consent and such third parties' agreement to the terms of Article 4.

Article 9

Representatives of the Parties

9.1 Owner's Representatives.

9.1.1 Owner designates the individual listed below as its Senior Representative ("Owner's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

The County Administrator.

9.1.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

The County Administrator or other individual designated in writing by the Administrator to perform this function.

9.2 Design-Builder's Representatives.

9.2.1 Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

David Ervin, Vice President
MEB General Contractors, Inc.
4016 Holland Boulevard
Chesapeake, Virginia 23323

9.2.2 Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

John Thornton
Project Manager
Prince Edward County Infrastructure, LLC
4016 Holland Boulevard
Chesapeake, Virginia 23323

Article 10

Bonds and Insurance

10.1 Insurance. Design-Builder and Owner shall procure the insurance coverages set forth in the Insurance Exhibit (Exhibit E) attached hereto and in accordance with Article 5 of the General Conditions of Contract. If the amount of the Change Orders or otherwise relevant adjustments are more than five percent (5%) of the Contract Price, and the Owner requests that Design-Builder obtain additional or increased insurance coverage, the additional coverage required shall be specified in a Change Order.

10.2 Bonds and Other Performance Security. Design-Builder shall provide the following performance bond and labor and material payment bond or other performance security:

Performance Bond.

[Check one box only. If no box is checked, then no bond is required.]

Required Not Required

Payment Bond.

[Check one box only. If no box is checked, then no bond is required.]

Required Not Required

Article 11

Limitation of Liability

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Design-Builder, its Design Consultants, and Subcontractors, surety (if any) and their respective officers, directors, employees, and agents, and any of them, to Owner and anyone claiming by, through or under Owner, for any and all claims, losses, liabilities, costs, or damages whatsoever arising out of, resulting from, or in any way related to, the Project or this Agreement from any cause, including but not limited to the negligence, indemnity, professional errors or omissions, strict liability, breach of contract, or warranty (express or implied) shall not exceed the insurance limits required under this agreement or 95% of the Contract Price, as adjusted by executed change orders, whichever is greater.

Article 12

Other Provisions

12.1 Other provisions, if any, are as follows: *(Insert any additional provisions)*

12.1.1 All disputes arising under the Design-Build Agreement shall be resolved in accordance with Sec. 10 of the Comprehensive Agreement.

12.1.2 In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

12.1.3 Economic Price Adjustment Provisions. In consideration of the volatile markets for certain materials and equipment, the Parties have agreed to incorporate appropriate Economic Price Adjustment provisions providing an equitable adjustment to the Contract Price to account for changes in prices for designated materials or equipment between the date of VRA approval of the loan which will fund the County's commitments under the Comprehensive Agreement and the date of purchase of those materials

or equipment. The items of goods and services eligible for such price adjustments (“the EPA Contracts”), are specified in Exhibit F. Items as specified in Exhibit F will be secured under Contract by PECEI upon receiving Notice from the County that VRA has approved the loan. The Contracts will allow for pricing to be confirmed and for preparation of shop drawings for inclusion into the final design. Items will not be released for fabrication or production until the design is approved and released for construction. The method of adjusting prices for .EPA Contracts shall be as follows:

- a. The prices shown in the EPA Contracts shall be the Baseline Prices. PECEI will attempt to acquire all goods and services under the EPA Contracts at the Baseline Prices from the listed Vendors.
- b. If PECEI determines that the goods and services to be acquired under the EPA Contracts cannot be acquired from the listed Vendors at the Baseline Prices, PECEI will obtain competitive estimates from at least one additional vendor offering the same or equal goods or services.
- c. PECEI will provide the County with copies of the contracts or quotations from the listed Vendors showing the Baseline Prices, the updated contracts or quotations from the listed Vendors showing the escalated pricing, and the quotations from alternative vendors of the same or equal products.
- d. In consultation with the County, PECEI will select the Vendor providing the best value to PECEI and the County, considering the available pricing, quality, delivery schedule, warranty, and other relevant considerations.
- e. The County agrees to issue a Change Order to PECEI increasing the Contract Price by the amount by which the selected Vendor’s price exceeds the Baseline Price for the goods or services to be purchased under the EPA Contract. The increase in the Contract Price will include the increase in direct cost to PECEI plus any associated increase in taxes. No markup for overhead or profit will be allowed to PECEI for the increase in direct cost or taxes.
- f. In addition, the Change Order shall include any necessary adjustments to the Contract Schedule if the delivery and/or installation schedule for the selected Vendor is different from the delivery and/or installation schedule from the listed Vendor.

12.1.4 Exhibit G is a list of permits that are or may be required to be obtained for the construction of the Project. Exhibit G assigns responsibility between Design-Builder and Owner for obtaining each listed Permit. The costs of all permits shall be paid directly by the Owner.

12.1.5 Owner will pay the cost for any utility connections fees to new plant facilities (i.e. Dominion Power, Verizon, etc.)

12.1.6 Owner will provide, and take all necessary steps to acquire, all land, and interests in lands (to include easements and rights of way), necessary for construction of the Project.

12.2 Listing of Exhibits and documents incorporated herein:

A	General Conditions of the Design-Build Agreement (DBIA 535)
B	Basis of Design Report
C	Scope of Services
D	Project Schedule
E	Required Insurance Policies
F	Economic Price Adjustment provisions – List of Materials Included

G	Permit List
H	Performance Bond
I	Payment Bond
J	Allowance Items
K	Schedule of Values

In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

OWNER:

DESIGN-BUILDER:

(Name of Owner)

(Name of Design-Builder)

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

Date: _____

Date: _____

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dbia@dbia.org

Exhibit A to DBIA 525, Design-Build Agreement
For the
Sandy River Water Treatment and Distribution System Project
Prince Edward County Infrastructure, LLC

Standard Form of General Conditions of Agreement Between Owner and Design-Builder

Document No. 535

Second Edition, 2010

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Washington, D.C.





Design-Build Institute of America - Contract Documents

LICENSE AGREEMENT

By using the DBIA Contract Documents, you agree to and are bound by the terms of this License Agreement.

- 1. License.** The Design-Build Institute of America ("DBIA") provides DBIA Contract Documents and licenses their use worldwide. You acknowledge that DBIA Contract Documents are protected by the copyright laws of the United States. You have a limited nonexclusive license to: (a) Use DBIA Contract Documents on any number of machines owned, leased or rented by your company or organization; (b) Use DBIA Contract Documents in printed form for bona fide contract purposes; and (c) Copy DBIA Contract Documents into any machine-readable or printed form for backup or modification purposes in support of your permitted use.
- 2. User Responsibility.** You assume sole responsibility for the selection of specific documents or portions thereof to achieve your intended results, and for the installation, use, and results obtained from the DBIA Contract Documents. You acknowledge that you understand that the text of the DBIA Contract Documents has important legal consequences and that consultation with an attorney is recommended with respect to use or modification of the text. You will not represent that any of the contract documents you generate from DBIA Contract Documents are DBIA documents unless (a) the document text is used without alteration or (b) all additions and changes to, and deletions from, the text are clearly shown.
- 3. Copies.** You may not use, copy, modify, or transfer DBIA Contract Documents, or any copy, modification or merged portion, in whole or in part, except as expressly provided for in this license. Reproduction of DBIA Contract Documents in printed or machine-readable format for resale or educational purposes is expressly prohibited. You will reproduce and include DBIA's copyright notice on any printed or machine-readable copy, modification, or portion merged into another document or program.
- 4. Transfers.** You may not transfer possession of any copy, modification or merged portion of DBIA Contract Documents to another party, except that a party with whom you are contracting may receive and use such transferred material solely for purposes of its contract with you. You may not sublicense, assign, or transfer this license except as expressly provided in this Agreement, and any attempt to do so is void.
- 5. Term.** The license is effective for one year from the date of purchase. DBIA may elect to terminate it earlier, by written notice to you, if you fail to comply with any term or condition of this Agreement.
- 6. Limited Warranty.** DBIA warrants the electronic files or other media by which DBIA Contract Documents are furnished to be free from defects in materials and workmanship under normal use during the Term. There is no other warranty of any kind, expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state. DBIA does not warrant that the DBIA Contract Documents will meet your requirements or that the operation of DBIA Contract Documents will be uninterrupted or error free.
- 7. Limitations of Remedies.** DBIA's entire liability and your exclusive remedy shall be: the replacement of any document not meeting DBIA's "Limited Warranty" which is returned to DBIA with a copy of your receipt, or at DBIA's election, your money will be refunded. In no event will DBIA be liable to you for any damages, including any lost profits, lost savings or other incidental or consequential damages arising out of the use or inability to use DBIA Contract Documents even if DBIA has been advised of the possibility of such damages, or for any claim by any other party. Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.
- 8. Acknowledgement.** You acknowledge that you have read this agreement, understand it and agree to be bound by its terms and conditions and that it will be governed by the laws of the District of Columbia. You further agree that it is the complete and exclusive statement of your agreement with DBIA which supersedes any proposal or prior agreement, oral or written, and any other communications between the parties relating to the subject matter of this agreement.

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Article 1

General

1.1 Mutual Obligations

1.1.1 *Owner and Design-Builder* commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith.

1.2 Basic Definitions

1.2.1 *Agreement* refers to the executed contract between Owner and Design-Builder under either DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder - Lump Sum* (2010 Edition) or DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee with an Option for a Guaranteed Maximum Price* (2010 Edition) as amended by agreement of the Parties.

1.2.2 *Basis of Design Documents* are as follows: For DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder – Lump Sum*, the Basis of Design Document is the Design-Builder's Basis of Design Report Exhibit B to the Design-Build Agreement.

1.2.3 *Construction Documents* are the documents, consisting of Drawings and Specifications, to be prepared or assembled by the Design-Builder consistent with the Basis of Design Documents to the extent of the Scope of Work, unless a deviation from the Basis of Design Documents is specifically set forth in a Change Order executed by both the Owner and Design-Builder, as part of the design review process contemplated by Section 2.4 of these General Conditions of Contract.

1.2.4 *Day or Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.

1.2.5 *Design-Build Team* is comprised of the Design-Builder, the Designer, and key Subcontractors identified by the Design-Builder.

1.2.6 *Designer* is a qualified, licensed design professional who is not an employee of Design-Builder, but is retained by Design-Builder, or employed or retained by anyone under contract with Design-Builder, to furnish design services required under the Contract Documents. A Design Subcontractor is a qualified, licensed design professional who is not an employee of the Designer, but is retained by the Designer or employed or retained by anyone under contract to Designer, to furnish design services required under the Contract Documents.

1.2.7 *Final Completion* is the date on which all Work is complete in accordance with the Contract Documents, including but not limited to, any items identified in the punch list prepared under Section 6.6.1 and the submission of all documents set forth in Section 6.7.2.

1.2.8 *Force Majeure Events* are those events that are beyond the control of both Design-Builder and Owner, including the events of war, floods, labor disputes, earthquakes, pandemics, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.

1.2.9 *General Conditions of Contract* refer to this DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition).

1.2.10 Deleted

1.2.11 Deleted.

1.2.12 *Hazardous Conditions* are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or

disposal of which are regulated by applicable Legal Requirements.

1.2.13 *Legal Requirements* are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

1.2.14 *Owner's Project Criteria* are developed by or for Owner to describe Owner's program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Builder's performance of the Work. The Owner acknowledges that Ex B to the Design-Build Agreement incorporates the Owner's Project Criteria.

1.2.15 *Site* is the land or premises on which the Project is located.

1.2.16 *Subcontractor* is any person or entity retained by Design-Builder as an independent contractor to perform a portion of the Work and shall include materialmen and suppliers.

1.2.17 *Sub-Subcontractor* is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include materialmen and suppliers.

1.2.18 *Substantial Completion* or *Substantially Complete* means the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes.

1.2.19 *Work* is comprised of all Design-Builder's design, construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.

Article 2

Design-Builder's Services and Responsibilities

2.1 General Services.

2.1.1 Design-Builder's Representative shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Design-Builder. Design-Builder's Representative may be replaced only with the mutual agreement of Owner and Design-Builder.

2.1.2 Design-Builder shall provide Owner with a monthly status report detailing the progress of the Work, including (i) whether the Work is proceeding according to schedule, (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, (iii) whether health and safety issues exist in connection with the Work;; and (iv) other items that require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the Contract Price and within the Contract Time(s).

2.1.3 Exhibit D to the Design-Build Agreement shall constitute the initial schedule for the Project. The Schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable Design-Builder to achieve the Contract Time(s). The Schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to

complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of, and response to, the Schedule shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

2.1.4 The parties will meet within seven (7) days after execution of the Agreement to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

2.2 Design Professional Services.

2.2.1 Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Designer, or procured from qualified, independent licensed Designer, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and the Designer.

2.3 Standard of Care for Design Professional Services.

2.3.1 The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time in the Commonwealth of Virginia

2.4 Design Development Services.

2.4.1 Design-Builder and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that Owner may want to review, which interim design submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements. Interim design submissions shall be consistent with the Basis of Design Documents, as the Basis of Design Documents may have been changed through the design process set forth in this Section 2.4.1. On or about the time of the scheduled submissions, Design-Builder and Owner shall meet and confer about the submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted design submissions. Changes to the Basis of Design Documents, including those that are deemed minor changes under Section 9.3.1, shall be processed in accordance with Article 9. Minutes of the meetings, including a full listing of all changes, will be maintained by Design-Builder and provided promptly (no more than 7 days) after the meeting to all attendees for review. Following the design review meeting, Owner shall review the interim design submissions and meeting minutes in a time that is consistent with the turnaround times set forth in Design-Builder's schedule.

2.4.2 Design-Builder shall submit to Owner Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting and recorded in the meetings minutes. The parties shall have a design review meeting to discuss, and Owner shall review and concur in, the Construction Documents in accordance with the procedures set forth in Section 2.4.1 above. The Construction Documents will be submitted for Owner review and concurrence in two or more "Design Packages," each for a subset of the Project Work. Design-Builder shall proceed with construction in accordance with the Construction Documents as concurred in by the Owner, and shall submit one set of approved "Release for Construction" Documents for each Design Package to Owner prior to commencement of construction on the Work described in such Design Package.

2.4.3 Owner's review and concurrence in interim design submissions, meeting minutes, and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither Owner's review nor approval of any interim design submissions, meeting minutes, and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner.

2.4.4 To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

2.5 Legal Requirements.

2.5.1 Design-Builder shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

2.5.2 As agreed to by the parties in writing, the Contract Price and/or Contract Time(s) shall be adjusted to compensate Design-Builder for the effects of any changes in the Legal Requirements enacted after the date of the Agreement affecting the performance of the Work, or if a Guaranteed Maximum Price is established after the date of the Agreement, the date the parties agree upon the Guaranteed Maximum Price. Such effects may include, without limitation, revisions Design-Builder is required to make to the Construction Documents because of changes in Legal Requirements.

2.6 Government Approvals and Permits.

2.6.1 Except for those permits identified as Design-Builder's responsibility in Exhibit G to the Design-Build Agreement, Owner shall obtain for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project. The cost of all permits shall be paid by Owner.

2.6.2 Design-Builder shall provide reasonable assistance to Owner in obtaining those permits, approvals and licenses that are Owner's responsibility.

2.7 Design-Builder's Construction Phase Services.

2.7.1 Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.

2.7.2 Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

2.7.3 Design-Builder shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Owner may reasonably object to Design-Builder's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted by written agreement of the parties to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance and the proposed Subcontractor was otherwise duly licensed and qualified to perform the Work.

2.7.4 Design-Builder assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the

Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

2.7.5 Design-Builder shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.7.6 Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.

2.8 Design-Builder's Responsibility for Project Safety.

2.8.1 Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Builder shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Design-Builder's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Design-Builder's personnel, Subcontractors and others as applicable.

2.8.2 Design-Builder and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement. Design-Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.8.3 Design-Builder's responsibility for safety under this Section 2.8 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from their performance of the Work.

2.9 Design-Builder's Warranty.

2.9.1 Design-Builder warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 2.9 or the Contract Documents. Design-Builder will provide Owner with all manufacturers' warranties upon Substantial Completion. All supplier or

manufacturer warranties shall be for the benefit of the Owner or be otherwise enforceable by Owner. PECl shall provide copies of such manufacturer warranties to Owner evidencing the Owner's rights to enforce such warranties.

2.10 Correction of Defective Work.

2.10.1 Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.9 hereof, within a period of one year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by any specific warranty included in the Contract Documents.

2.10.2 Design-Builder shall, within seven (7) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Design-Builder fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Design-Builder shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day period identified herein shall be deemed inapplicable.

2.10.3 The one-year period referenced in Section 2.10.1 above applies only to Design-Builder's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Design-Builder's other obligations under the Contract Documents or any warranties.

Article 3

Owner's Services and Responsibilities

3.1 Duty to Cooperate.

3.1.1 Owner shall, throughout the performance of the Work, cooperate with Design-Builder and perform its responsibilities, obligations and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.

3.1.2 Owner shall provide timely reviews and approvals of interim design submissions and Construction Documents consistent with the turnaround times set forth in Design-Builder's schedule.

3.1.3 Owner shall give Design-Builder timely notice of any Work that Owner notices to be defective or not in compliance with the Contract Documents.

3.2 Furnishing of Services and Information.

3.2.1 Owner shall provide, at its own cost and expense, for Design-Builder's information and use the following, all of which Design-Builder is entitled to rely upon in performing the.

3.2.1.1 For all property or easements provided by the County for the Project, provide surveys describing the property, and boundaries, , including existing service and utility lines;

3.2.1.2 To the extent available, Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site;

3.2.1.3 Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project and enable Design-Builder to perform the Work;

3.2.1.4 NOT USED

3.2.1.5 To the extent available, record drawings of any existing structures at the Site; and

3.2.1.6 To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including Hazardous Conditions, in existence at the Site.

3.2.2 Owner is responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable Design-Builder to perform the Work. Owner is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements.

3.3 Financial Information.

3.3.1 Owner commits to Design-Builder that at Design-Builder's request, Owner shall promptly furnish reasonable evidence satisfactory to Design-Builder that Owner has adequate funds available and is committed to fulfill all of Owner's contractual obligations under the Contract Documents.

3.3.2 Design-Builder shall cooperate with the reasonable requirements of Owner's financial sources. Notwithstanding the preceding sentence, after execution of the Agreement Design-Builder shall have no obligation to execute for Owner or Owner's lenders or other financial sources any documents or agreements that require Design-Builder to assume obligations or responsibilities greater than those existing obligations Design-Builder has under the Contract Documents.

3.4 Owner's Representative.

3.4.1 Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Design-Builder to fulfill its obligations under the Contract Documents. Owner's Representative shall also provide Design-Builder with prompt notice if it observes any failure on the part of Design-Builder to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work. Owner's Representative shall communicate regularly with Design-Builder and shall be vested with the authority to act on behalf of Owner or, as necessary for specific decisions, to obtain that authority.

3.4.2 Owner's Inspection. The Owner's Representative, or persons contracted by the Owner's Representative, shall have the right to inspect the Work during construction for the purpose of ensuring conformance of the Work to the plans, specifications, and Contract Documents. The costs of such Owner's inspections shall be borne by the Owner. Any deviations or nonconformance with the Contract Documents discovered by such inspections shall be brought to the attention of the Design-Builder verbally as soon as practicable and not later than seven (7) days.

3.5 Government Approvals and Permits.

3.5.1 Owner shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees set forth in the Owner's Permit List attached as an exhibit to the Agreement.

3.5.2 Owner shall provide reasonable assistance to Design-Builder in obtaining those permits, approvals and licenses that are Design-Builder's responsibility.

3.6 **Owner's Separate Contractors.** Not applicable.

Article 4

Hazardous Conditions and Differing Site Conditions

4.1 Hazardous Conditions.

4.1.1 Unless otherwise expressly provided in the Contract Documents to be part of the Work, Design-Builder is not responsible for any Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, Design-Builder will stop Work immediately in the affected area and duly notify Owner and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

4.1.2 Upon receiving notice of the presence of suspected Hazardous Conditions, Owner shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include Owner retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless.

4.1.3 Design-Builder shall be obligated to resume Work at the affected area of the Project only after Owner's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.

4.1.4 Design-Builder will be entitled, in accordance with these General Conditions of Contract, to an agreed to adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by the presence of Hazardous Conditions.

4.1.5 Owner shall be responsible for all costs arising out of, or resulting from the presence, removal or remediation of Hazardous Conditions at the Site existing prior to construction. To the fullest extent permitted by law, Owner shall be responsible for any and all claims, losses, damages, liabilities and expenses, arising out of or resulting from the presence, removal or remediation of Hazardous Conditions at the Site.

4.1.6 Notwithstanding the preceding provisions of this Section 4.1, Owner is not responsible for Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable. To the fullest extent permitted by law, Design-Builder shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable.

4.2 Differing Site Conditions.

4.2.1 Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as

inherent in the Work are collectively referred to herein as "Differing Site Conditions." If Design-Builder encounters a Differing Site Condition, Design-Builder will be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance are adversely impacted by the Differing Site Condition pursuant to documentation acceptable to the Owner of the requested adjustment.

4.2.2 Upon encountering a Differing Site Condition, Design-Builder shall provide prompt written notice to Owner of such condition, which notice shall not be later than fourteen (14) days after such condition has been encountered. Design-Builder shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

Article 5

Insurance and Bonds

5.1 Design-Builder's Insurance Requirements.

5.1.1 Design-Builder is responsible for procuring and maintaining the insurance for the coverage amounts all as set forth in the Insurance Exhibit to the Agreement. Coverage shall be secured from insurance companies authorized to do business in the state in which the Project is located, and with a minimum rating set forth in the Agreement. The Owner shall be made an additional insured on the certificate. Design-Builder is responsible for the payment of any deductible under the insurance.

5.1.2 Design-Builder's insurance shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project.

5.1.3 Prior to commencing any construction services hereunder, Design-Builder shall provide Owner with certificates evidencing that (i) all insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect for the duration required by the Contract Documents and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Owner. If any of the foregoing insurance coverages are required to remain in force after final payment are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the Final Application for Payment. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Design-Builder with reasonable promptness according to the Design-Builder's information and belief.

5.2 Owner's Liability Insurance.

5.2.1 Owner shall procure and maintain from insurance companies or other insurer authorized to do business in the state in which the Project is located such liability insurance as set forth in the Insurance Exhibit E to the Agreement to protect Owner from claims which may arise from the performance of Owner's obligations under the Contract Documents or Owner's conduct during the course of the Project.

5.3 Property Insurance.

5.3.1 Unless otherwise provided in the Contract Documents, Design-Builder shall procure and maintain from insurance companies or other insurer authorized to do business in the state in which the Project is located property, on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus the value of subsequent Modifications, comprising the total value for the entire Project at the site on a replacement cost basis without optional deductibles.. The builder's risk insurance obtained by Design-Builder shall include as additional insureds the interests

of Owner, Design-Builder, Design -Builder's Subcontractors of any tier. Such insurance shall include but not be limited to the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, flood, earthquake, debris removal and other perils or causes of loss as called for in the Contract Documents. The property insurance shall include physical loss or damage to the Work, including materials and equipment in transit, at the Site or at another location as may be indicated in Design-Builder's Application for Payment and approved by Owner. The Owner is responsible for the payment of any deductibles under the insurance required by this Section 5.3.1. The builder's risk insurance shall be maintained, unless otherwise provided in the Design-Build Agreement until the Owner has issued a Certificate of Substantial Completion. Unless the parties agree otherwise, upon issuance of a Certificate of Substantial Completion, the Owner shall replace the insurance policy required under this Section with another property insurance policy written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in the Design-Build Agreement.

5.3.2 Effective upon Substantial Completion of all or part of the Project, Owner shall procure and maintain boiler and machinery insurance that will include the interests of Owner, Design-Builder, Design Consultants, and Subcontractors of any tier. The Owner is responsible for the payment of any deductibles under the insurance required by this Section 5.3.2

5.3.3 NOT APPLICABLE.

5.3.4 Any loss covered under property insurance shall be adjusted with Owner and Design-Builder and made payable to both of them as trustees for the insureds as their interests may appear, subject to any applicable mortgage clause. All insurance proceeds received as a result of any loss will be placed in a separate account and distributed in accordance with such agreement as the interested parties may reach. Any disagreement concerning the distribution of any proceeds will be resolved in accordance with Article 10 hereof.

5.3.5 Owner and Design-Builder waive against each other and Owner's separate contractors, Designer, Subcontractors, agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. Design-Builder and Owner shall, where appropriate, require similar waivers of subrogation from Owner's separate contractors, Design -Builder's Subcontractors and shall require each of them to include similar waivers in their contracts. These waivers of subrogation shall not contain any restriction or limitation that will impair the full and complete extent of its applicability to any person or entity unless agreed to in writing prior to the execution of this Agreement.

5.4 Bonds and Other Performance Security.

5.4.1 If Owner requires Design-Builder to obtain performance and labor and material payment bonds, or other forms of performance security, the amount, form and other conditions of such security shall be as set forth in the Agreement.

5.4.2 All bonds furnished by Design-Builder shall be in a form satisfactory to Owner. The surety shall be a company qualified and registered to conduct business in the state in which the Project is located.

Article 6

Payment

6.1 Schedule of Values.

6.1.1 Exhibit K, the Schedule of Values, will (i) subdivide the Work into its respective parts, (ii) include values for all items comprising the Work and (iii) serve as the basis for monthly progress payments made to Design-Builder throughout the Work.

6.2 Monthly Progress Payments.

6.2.1 On or before the date established in the Agreement, Design-Builder shall submit for Owner's review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. The Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents and/or established at the meeting required by Section 2.1.4 hereof.

6.2.2 The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that (i) Owner is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location, (ii) the equipment and materials are protected by suitable insurance and (iii) upon payment, Owner will receive the equipment and materials free and clear of all liens and encumbrances.

6.2.3 All discounts offered by Subcontractor, Sub-Subcontractors and suppliers to Design-Builder for early payment shall accrue one hundred percent to Design-Builder to the extent Design-Builder advances payment. Unless Owner advances payment to Design-Builder specifically to receive the discount, Design-Builder may include in its Application for Payment the full undiscounted cost of the item for which payment is sought.

6.2.4 The Application for Payment shall constitute Design-Builder's representation that the Work described herein has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project, or upon Design-Builder's receipt of payment, whichever occurs earlier.

6.3 Withholding of Payments.

6.3.1 On or before the date established in the Agreement, Owner shall pay Design-Builder all amounts properly due. If Owner determines that Design-Builder is not entitled to all or part of an Application for Payment as a result of Design-Builder's failure to meet its obligations hereunder, it will notify Design-Builder in writing at least ten (10) days prior to the date payment is due. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Design-Builder must take to rectify Owner's concerns. Design-Builder and Owner will attempt to resolve Owner's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Design-Builder may pursue its rights under the Contract Documents, including those under Article 10 hereof.

6.3.2 Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay Design-Builder all undisputed amounts in an Application for Payment within the times required by the Agreement.

6.4 Right to Stop Work and Interest.

6.4.1 If Owner fails to pay timely Design-Builder any amount that becomes due, Design-Builder, in addition to all other remedies provided in the Contract Documents, may stop Work pursuant to Section 11.3 hereof. All payments due and unpaid shall bear interest at the rate set forth in the Agreement.

6.5 Design-Builder's Payment Obligations.

6.5.1 Design-Builder will pay Design -Builder's Subcontractors, in accordance with applicable law and its contractual obligations to such parties, all the amounts Design-Builder has received from Owner on account of their work. Design-Builder will impose similar requirements on Design -Builder's Subcontractors to pay those parties with whom they have contracted. Design-Builder will indemnify and defend Owner against any claims for payment and mechanic's liens as set forth in Section 7.3 hereof.

6.6 Substantial Completion. This provision shall be in accordance with Article 7 of DBIA Contract form #525 as amended by the Parties.

6.6.1 Design-Builder shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is Substantially Complete. In addition to any inspection by Owner with its inspector, within twenty (20) days of Owner's receipt of Design-Builder's notice, Owner and Design-Builder will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, Owner shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed before final payment, (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Design-Builder's responsibility for the Project's security, maintenance, utilities and insurance pending final payment, and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

6.6.2 Within fifty (50) days after Substantial Completion of the entire Work, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work, less an amount equal to the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

6.6.3 Owner, at its option, may use a portion of the Work which has been determined to be Substantially Complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 6.6.1 above, (ii) Design-Builder and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) Owner and Design-Builder agree that Owner's use or occupancy will not interfere with Design-Builder's completion of the remaining Work.

6.7 Final Payment.

6.7.1 After receipt of a Final Application for Payment from Design-Builder, Owner shall make final payment by the time required in the Agreement, provided that Design-Builder has achieved Final Completion.

6.7.2 At the time of submission of its Final Application for Payment, Design-Builder shall provide the following information:

6.7.2.1 An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests;

6.7.2.2 A general release executed by Design-Builder waiving, upon receipt of final payment by Design-Builder, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment;

6.7.2.3 Consent of Design-Builder's surety, if any, to final payment;

6.7.2.4 All operating manuals, written warranty documents, and other deliverables required by the Contract Documents; and

6.7.2.5 Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

6.7.3 Upon making final payment, Owner waives all claims against Design-Builder except claims relating to (i) Design-Builder's failure to satisfy its payment obligations, if such failure affects Owner's interests, (ii) Design-Builder's failure to complete the Work consistent with the Contract