



AGENDA
POWHATAN COUNTY BOARD OF SUPERVISORS
REGULAR MEETING
APRIL 27, 2020
6:30 PM CALL TO ORDER

This meeting is being held electronically in accord with Virginia Code Section 15.2-1413.
The meeting is accessible by:

If you would like to participate in the meeting use <https://zoom.us/j/307529249>

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<http://powhatanva.gov/433/County-Meetings-and-Workshop-Videos-On-D>

Public comments may also be submitted to administration@powhatanva.gov. Any comments received up until 5:00 PM April 27th shall be entered into the meeting minutes.

1. **Call to Order**
 - a. Identify Public Entity members physically and/or electronically present
 - b. Identify opportunities for the public to access and participate in the electronic meeting
2. **Pledge of Allegiance**
3. **Invocation**
4. **Requests to Postpone Agenda Items and Additions, Deletions or Changes in the Order of Presentation**
5. **Formal Approval of Agenda**
6. **Presentations**
 - a. Update on COVID-19
7. **Public Comment** (time limit 3 minutes per individual/5 minutes per group, 30 minutes total time limit that can be extended by the Board)
8. **Consent Agenda**
 - a. Approval of January 27, 2020 Regular Board of Supervisors corrected Meeting Minutes Page 4
 - b. Resolution R-2020-24 Authorization for County Administrator to execute lease agreement with Powhatan County Public Schools for the Pocahontas Landmark Center gymnasium. Page 18
 - c. Quarterly Financial Report as of March 31, 2020 Page 28
 - d. Ordinance O-2020-07 An Emergency Ordinance Amending Chapter 80 (Water and Wastewater), Article III (Fees and Charges) Section 80-78 of the Code of the County of Powhatan allowing waiving of penalties and interest on past due water and wastewater accounts during a declared emergency Page 35
 - e. Resolution R-2020-25 authorizing a second amendment to the War Memorial Building sales agreement to extend the deadline for completing required capital investments according to the original sale agreement. Page 38
 - f. Resolution R-2020-26 Authorization for County Administrator to execute a Mutual Aid Agreement with WARN (Virginia Water and wastewater Agency response Network) Page 41

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| g. | Resolution R-2020-27 Authorize the County Administrator to execute a Deed of Sublease for Communications Antenna Site with the State of Virginia, Bureau of Real Estate Services | Page 61 |
| h. | 2016 Bonded Projects Update | Page 96 |
| i. | 2018 Bonded Projects update | Page 117 |
| j. | Proclamation P-2020-03 designating May 2020 as Building Safety Month | Page 126 |
| | | |
| 9. | Appointments to Boards, Commissions, Committees, etc. | |
| a. | Extension Leadership Council (ELC) - 2 reappointments, 1 appointment | Page 127 |
| b. | Local Board of Building Code Appeals (LBBCA) – 2 appointments | Page 133 |
| c. | Richmond Regional Planning District Commission (RRPDC) – 1 appointment | Page 143 |
| | | |
| 10. | Public Hearings | |
| a. | Resolution R-20202-28 Dedication of County-owned right-of-way to the Virginia Department of Transportation for the SMART Scale Rt. 711 & Rt. 607 Intersection Improvement | Page 144 |
| b. | FY2021 School Budget | Page 155 |
| | | |
| 11. | Public Comment (time limit 3 minutes per individual/5 minutes per group, 30 minutes total time limit that can be extended by the Board) | |
| | | |
| 12. | County Attorney Comments | |
| | | |
| 13. | County Administrator Comments | |
| | | |
| 14. | Board Comments | |
| | | |
| 15. | Adjournment | |



**VIRGINIA: AT A REGULAR MEETING OF THE BOARD OF SUPERVISORS
HELD IN THE POWHATAN VILLAGE BUILDING AUDITORIUM, 3910 OLD
BUCKINGHAM ROAD IN POWHATAN COUNTY, VIRGINIA, ON JANUARY 27,
2020, AT 6:00 P.M.**

Board of Supervisors Present: David T. Williams, District 1, Chairman
Larry J. Nordvig, District 2
Michael W. Byerly, District 3
Bill L. Cox, District 4
Karin M. Carmack, District 5, Vice Chairman

Board of Supervisors Absent: None

County Staff Present: Bret Schardein, Interim County Administrator
Tom Lacheney, County Attorney
Phil Warner, Fire and Rescue Chief
Tom Nolan, Director of Public Safety Communications
Jeff Searfoss, Chief Deputy
Ed Howland, Principal Planner
Ramona Carter, Director of Public Works
Charla Schubert, Director of Finance
Curt Nellis, Assistant Emergency Management
Coordinator

Constitutional Officers Present: Brad Nunnally, Sheriff

Guests Present: Kyle Bates, VDOT Resident Engineer

1. Call to Order

Chairman Williams called the meeting to order at 6:00 p.m.

2. Pledge of Allegiance

Mr. Cox led the Pledge of Allegiance.

3. Invocation

Mr. Nordvig provided the invocation.

4. Requests to Postpone Agenda Items and Additions, Deletions or Changes in the Order of Presentation

Mr. Nordvig requested that a discussion regarding the start time of meetings being at 6:30 rather than at 6:00 p.m. be added to the New Business section of the Agenda.

5. Formal Approval of Agenda

Mr. Nordvig motioned to approve the Agenda as amended. Mrs. Carmack seconded the motion.

David T. Williams, Larry J. Nordvig, Michael W. Byerly, Bill L. Cox, Karin M. Carmack voted AYE

**VOTE 5-0
MOTION Passed**

6. Certificates of Appreciation, Special Resolutions, Proclamations and Presentations

a. VDOT Residency Introduction

Mr. Bates, Resident Engineer with VDOT, presented information regarding the ongoing and proposed highway work within Powhatan County and various VDOT programs.

The Board and Mr. Bates discussed the various road projects and programs available to the County and how VDOT prioritizes work based on safety and operational needs.

7. Public Comment (time limit 3 minutes per individual/5 minutes per group, 30 minutes total time limit that can be extended by the Board)

Mr. Williams opened the public comment period. Speakers were as follows:

Mr. Ted Voorhees, 3950 Olde Links Ct. Mr. Voorhees thanked the previous Board for the opportunity to serve, the community and the staff for their support. He asked that his last day of employment be shown as January 31, 2020 and he be shown as on a paid leave status from January 6, 2020 until January 31, 2020. This would not cost the county any money and would only be deducted from his final compensation. He had initiated a process in December to buy back years of service in VRS and the process can not be completed unless his last day of employment is shown as January 31, 2020. He thanked the Board for their consideration and wished them well in their new term of office.

Mr. David Anderson, 2120 Stavemill Estates Dr. Mr. Anderson asked if he could address an item on the agenda under 'Old Business' which did not have a public hearing along with it. The review of the Agricultural and Forestal District and the 100 day extension the Board plan to unilaterally extend. Mr. Anderson is on behalf of Ranks LLC that he is part owner of. They plan to end their contract in the Branch AFD on the originally stated expiration date and have worked with staff to affect that.

8. Consent Agenda

- | | | |
|----|--|----------|
| a. | Approval of December 16, 2019, Regular Board of Supervisors Meeting | Page 5 |
| b. | Approval of January 6, 2020, Special Board of Supervisors Meeting | Page 15 |
| c. | Approval of Tax Refund for Disabled Veteran | Page 23 |
| d. | Resolution R-2020-02 in Support of Legislation to Improve the Process for Review of Legislation with Local Fiscal Impact | Page 24 |
| e. | Resolution R-2020-03 Adopting the Powhatan County Emergency Operations Plan and Resolution R-2020-04 Appointing the Powhatan County Director and Coordinator of Emergency Management | Page 26 |
| f. | Bonded Projects Update | Page 109 |
| g. | Strategic Priority Scorecard | Page 144 |
| h. | Approval of Contract with good Government Ventures, LLC, for Facilitating the Development of a Shared Vision, Mission Statement, and Strategic Plan | |

Mr. Williams asked for a motion to approve the consent agenda. Mrs. Carmack made the motion to approve. Mr. Nordvig seconded the motion.

David T. Williams, Larry J. Nordvig, Michael W. Byerly, Bill L. Cox, Karin M. Carmack voted AYE

VOTE 5-0
MOTION Passed

9. Appointments to Boards, Commissions, Committees, etc.

a. One Appointment to Planning Commission

Page 145

Mr. Williams made a motion to appoint Ms. Vickie Hurt to the Planning Commission for District 1. Mr. Cox mentioned the appointment was for a 4-year term not 5 as it stated in the supporting documentation of the agenda. Mr. Williams instructed staff to correct the error. Mrs. Carmack seconded the motion.

David T. Williams, Larry J. Nordvig, Michael W. Byerly, Bill L. Cox, Karin M. Carmack voted AYE

**VOTE 5-0
MOTION Passed**

b. One Appointment to the Central Virginia Waste Management Association

Page 151

Mr. Williams made a motion to nominate Mrs. Carmack. Mr. Cox seconded the motion.

David T. Williams, Larry J. Nordvig, Michael W. Byerly, Bill L. Cox, Karin M. Carmack voted AYE

**VOTE 5-0
MOTION Passed**

c. One Appointment to Capital Area Agency on Aging

Mr. Williams made a motion to nominate Dr. Wayne Boese. Mrs. Carmack seconded the motion.

David T. Williams, Larry J. Nordvig, Michael W. Byerly, Bill L. Cox, Karin M. Carmack voted AYE

**VOTE 5-0
MOTION Passed**

Upcoming Appointments:

- Building Code Appeals/Fire Prevention Code Appeals (LBBCA/BFPCA)
- Extension Leadership Council
- Powhatan Community Action Agency Advisory
- Richmond Regional Planning District Commission Board (RRPDC)
- Social Services Board

Mrs. Carmack asked for a 3 month heads up on upcoming appointments to allow the Board time to look for replacements. Mr. Schardein stated these were carry over appointments from the previous Board and staff would keep them better informed of upcoming openings. He pointed out that some applications came into the Administration Office after the agenda had been published and would be added to the next Board agenda.

10. Old Business

- a. Review of Agricultural and Forestal Districts (AFDs) Page 155

Mr. Williams recommended deferral until June on discussion of the subject. Mr. Lacheney stated the motion would be to continue the existing districts and defer discussion on any changes. Mr. Nordvig asked if the citizen that spoke at public comment on the AFDs and his LLC's plans to discontinue participation in such as of April will be affected by the deferral. Mr. Cox stated there is no affect. Mr. Lacheney reiterated the motion would be for a continuation of the current practice through July as stated in the resolution in the agenda. Mr. Williams motioned for approval of R-2020-05. Mrs. Carmack seconded. Mr. Byerly asked if anyone in the AFD could submit a written request to be removed from the AFD at any time? Mr. Williams asked Tom to clarify if the anyone leaving the AFD would need approval from the Board. Mr. Nordvig noted that the Tax Map is affected by any changes made to the AFD. Mr. Timberlake tried to clarify some of the statements. Mr. Williams asked him to hold his comments.

Mr. Schardein conducted a roll call vote:

Mr. Williams Aye
Mr. Nordvig Aye
Mr. Byerly Aye
Mr. Cox Aye
Mrs. Carmack Aye

**VOTE 5-0
MOTION Passed**

- b. ERP update Page 163

Mrs. Schubert gave an update on the status of the search for a new ERP (Enterprise Resource Planning) System. This is the daily used computer software. The current software is a 1994 version of the Bright and Associates System. The consultant Berry Dunn and Associates has been gathering information from various departments and staff for the RFP initially in May and June. In August, staff went through technical requirements to rate the importance of different aspects and held a joint meeting with Berry Dunn and Assoc. to fine tune the importance in the different technical specifications. The RFP was released at this point with round one scoring in December. Demos have been taking place in recent months with each vendor using the same script and showing the same options. January and February will bring vendor reference checks and site visits to other localities. February or March will be contract negotiations and implementation is expected in April or May 2020. Timeline will be based on which contractor is chosen and if PCPS will be participating. A 2-3 year implementation process is expected. Mr. Williams commented on the significant size and amount of work that goes into a project of this type and thanked Mrs. Schubert for her efforts.

c. County Administrator Termination Agreement

Page 165

Mr. Williams made the motion to approve and authorize the chairman to execute the agreement regarding the severance payments for the County Administrator as follows:

Employee's last day as an employee of Employer will be January 6, 2020.

Employer shall provide severance payments to Employee of:

a sum equal to six (6) months of salary at the current rate of pay, plus
a sum equal to six (6) months of the Employer's share of retirement payments paid on behalf of the Employee, plus
nine (9) months of health plan coverage, life insurance, and disability coverage.
the outstanding remainder of the annual vehicle allowance as defined in the Employment Agreement
unused accrued sick and annual leave

Such severance payments shall be in a lump sum payment made on the next payday following the termination of employment or upon a date agreed upon by the Parties but in no case shall such payment date be later than three (3) months following the date of separation. Employee, at his option and in the alternative to a lump sum payment representing health plan coverage benefits portion of the severance pay, may elect to have the Employer continue health plan coverage benefits for the Employee and all dependents and the Employer shall continue to pay such costs

The text herein, including the recitals, shall constitute the entire agreement between the parties. The parties by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.

This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of the agreement or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

David T. Williams, Larry J. Nordvig, Michael W. Byerly, Bill L. Cox, Karin M. Carmack voted AYE

**VOTE 5-0
MOTION Passed**

11. New Business

a. Commissioner of the Revenue Assessments Update

Mr. Jamie Timberlake, Commissioner of the Revenue gave a brief update on the County property assessments process. Most have been completed with the exception of a few outstanding issues that are being followed up on.

b. SMART Scale Project Selection

Page 167

Mr. Schardein went over the options for upcoming projects that may qualify for SMART SCALE projects with VDOT. Based on our population size we can pick 5 projects for initial consideration with 4 being the end result. A public informational meeting will be held February 3, 2020 to gather public input on the various options of projects to be submitted. The compilation of public feedback will be brought back to the Board of Supervisors at the March 23, 2020 meeting at which time the Board will officially vote on which projects they choose, and staff will apply for the prescreening with VDOT by the April 1 deadline. After VDOT reviews these applications, they will return comments and staff will have until August 3, 2020 to apply for the final project selection. The Board and Mr. Schardein discussed the different project options and the Board is to be ready to make recommendations at the March 23, 2020 meeting.

c. Quarterly Financial Update

Page 185

Mrs. Schubert gave an overview of the 2nd quarterly report for the fiscal year. This is a half way point for the fiscal year.

d. Discussion of 6:30pm Board meeting start time

Mr. Nordvig explained that he has constituents that have mentioned having a hard time making the 6:00pm meeting start time after working all day, finding childcare, etc. Mr. Williams proposed each Board member talk with constituents and get a feel for the various opinions and have another discussion at the February Board meeting with a decision on whether to change the time or not.

12. Public Hearings

- a. **O-2020-01** (Case #19-09-REZC) Richard Lee Bucher (District #4: Powhatan Courthouse/Mt. Zion) requests the rezoning of Tax Map Parcel #39-4A from Agricultural-10 (A-10) to Village Residential (VR) with proffered conditions and amendment of the zoning district map of approximately 5.66 acres of land with frontage along the north side of State Route 13 (Old Buckingham Road) approximately 0.25 miles west of State Route 620 (Mill Quarter Road) (3780 Old Buckingham Road). Page 193

Proffered conditions address maximum residential densities (up to 3 single-family dwelling units), minimum lot area (1.5 acres), building design, access, and right-of-way dedication. The 2019 Long-Range Comprehensive Plan designates the subject property as Village Residential (Courthouse Village Special Area Plan), which recommends maximum residential densities of four units per acre.

Mr. Pompei gave an overview of **O-2020-01** (Case #19-09-REZC) Richard Lee Bucher. He stated that the Planning Commission held a public hearing on December 3, 2019 and voted to recommend denial of the rezoning request. The Community Development Department concurs with this decision. The applicant, Mr. Bucher, gave a short presentation on the rezoning request. Mr. Williams opened the public hearing. Seeing there were no speakers, the public hearing was closed. Mr. Cox asked if the Planning Commission and staff both recommended denials. Mr. Pompei replied they did.

Mr. Cox made a motion to deny the rezoning request. Mr. Byerly seconded the motion. Mr. Nordvig asked Mr. Pompei to give a little more detail on why staff recommended denial. Mr. Pompei explained both recommended denial due to the Village Residential and Village Courthouse Residential designation in the 2019 Comprehensive Plan both recommend these types of projects as walkable cohesive neighborhoods. This project did not exemplify these characteristics with sidewalks, mixed housing types, etc.

On the motion to deny **O-2020-01** (Case #19-09-REZC) Richard Lee Bucher (District #4: Powhatan Courthouse/Mt. Zion) requests the rezoning of Tax Map Parcel #39-4A from Agricultural-10 (A-10) to Village Residential (VR) with proffered conditions and amendment of the zoning district map of approximately 5.66 acres of land with frontage along the north side of State Route 13 (Old Buckingham Road) approximately 0.25 miles west of State Route 620 (Mill Quarter Road) (3780 Old Buckingham Road).

Mr. Williams Aye
Mr. Nordvig Aye
Mr. Byerly Aye
Mr. Cox Aye
Mrs. Carmack Aye

VOTE 5-0
MOTION Passed

- b. **O-2020-02** (Case #20-01-AZ): The **County of Powhatan** requests the amendment and reenactment of provisions set forth in Chapter 83 (Zoning Ordinance), Article XI (Definitions) by adding definitions for the terms *attached, comprehensive plan, contractor's storage yard, detached, independent cooking facility, residential kitchen, corner lot line, pet, right-of-way, outdoor shed sales, and corner yard*; adding language to clarify differences between *duplex dwelling, three- or four-family dwelling, and townhouse dwelling*; modifying the definition for the term *private kennel*, clarifying that permitted fowl includes chickens and ducks; modifying the definition for the term *livestock*, clarifying that goats, bison, ponies, alpacas, and llamas are all considered livestock; modifying the definition for the term *flag lot* to align with the definition for that term in the subdivision ordinance; modifying the definition of *medical and dental lab* to better reflect activities associated with that use; removing the term *large lot development*; correcting grammatical errors; removing incorrect references to other portions of the zoning ordinance; and adding references to certain definitions that identify related terms

Page 231

Mr. Pompei gave an overview of **O-2020-02** (Case #20-01-AZ): The **County of Powhatan** requests the amendment and reenactment of provisions set forth in Chapter 83 (Zoning Ordinance), Article XI (Definitions) by adding definitions for the terms. These amendments will not create new policy or change any policies current in place, they are housekeeping type changes meant to clarify terms and language. Mr. Williams opened the public hearing. Speakers were as follows:

Mr. David Sowers, 2000 Norwood Creek Dr. spoke. Mr. Sowers questioned the advertisement of the changes in the definition and if that was clear to the general public as to what exact changes in definitions were taking place. He was under the impression if a conflict between the Zoning Ordinance and the Subdivision Ordinance occurred, the Zoning Ordinance took precedent over the Subdivision Ordinance. He felt the advertisement was confusing and the public would not understand that a change in a flag lot definition meant they would lose property rights according to the Subdivision Ordinance. He stated that single cuts, family exception and land lock parcels should be included in the amended definitions of the Zoning Ordinance to avoid confusion.

Mr. Doug Bradbury, 3575 Richards Run spoke. Mr. Bradbury has concerns about the flag lot definition amendment as well. He feels the change prohibits a back piece of property to have public road access. He asked the Board to table or defer the case to take a closer look and modify the definitions to be a clearer.

Seeing as there were no more speakers, Mr. Williams closed the public hearing.

Mr. Williams asked Mr. Schardein and Mr. Pompei if these changes were to correct discrepancies in definitions between the Zoning Ordinance and the Subdivision Ordinance. Mr. Pompei responded that was correct. Mr. Williams asked what has been required of applicants in the past while these discrepancies have been present. Mr. Pompei replied the more stringent standard applies. Mr. Williams asked about the Flag Lot definition. Was the definition of Flag Lot that is in the Zoning Ordinance the only rule applied? Mr. Pompei responded both the Zoning and Subdivision Ordinance would be applied to cases. In the example of Flag Lot there is only one sentence that is different in the definition in the Zoning Ordinance that is present in the definition in the Subdivision Ordinance. That sentence would be added back in to make the definitions the same. Discussion took place between the Board, Mr. Pompei and Mr. Lacheney as to what this amendment is changing and if any practices are changing or just the wording is being matched up. Mr. Williams asked about the advertisement and if it was done correctly. Mr. Pompei responded he worked with the County Attorney's Office to ensure they complied. Mr. Lacheney stated the ad complies with the Supreme Courts standards. Mr. Williams asked again that by making these changes that no practice that has been done in the past will be changed. Mr. Pompei replied yes. Mr. Lacheney added that by having the wording not be the same in both the Zoning and Subdivision Ordinances, it can cause confusion to the public and this change will correct that. Mr. Pompei clarified what some of the definition changes were for several of the words. Mr. Williams asked if there were any other questions.

Mrs. Carmack motioned to approve **O-2020-02** (Case #20-01-AZ): The **County of Powhatan** requests the amendment and reenactment of provisions set forth in Chapter 83 (Zoning Ordinance), Article XI (Definitions). Mr. Cox seconded the motion.

Mr. Williams Aye
Mr. Nordvig Aye
Mr. Byerly Aye
Mr. Cox Aye
Mrs. Carmack Aye

VOTE 5-0
MOTION Passed

- c. **O-2019-39.** An Ordinance Amending Chapter 74 (Traffic and Vehicles), Article 1 (In General) of the Code of the County of Powhatan appending the words “*as now or hereafter amended*” following reference to *Code of Virginia § 16.1-278 et. seq.* and *Code of Virginia § 18.2-266 et. seq.* Page 245

Mr. Lacheney gave the details of **O-2019-39.** An Ordinance Amending Chapter 74 (Traffic and Vehicles), Article 1 (In General) of the Code of the County of Powhatan appending the words “*as now or hereafter amended*” following reference to *Code of Virginia § 16.1-278 et. seq.* and *Code of Virginia § 18.2-266 et. seq.* Mr. Lacheney explained this change was a request from the Commonwealth Attorneys Office after it was pointed out in court that the 3 sections that deal with traffic in the County Code don’t all have the same language referring to following any amendments to the traffic sections of the State Code. This amendment would correct that. There were no questions from the Board. Mr. Williams opened the public hearing. Seeing as there were no speakers, Mr. Williams closed the public hearing.

Mr. Cox motioned to approve **O-2019-39.** An Ordinance Amending Chapter 74 (Traffic and Vehicles), Article 1 (In General) of the Code of the County of Powhatan appending the words “*as now or hereafter amended*” following reference to *Code of Virginia § 16.1-278 et. seq.* and *Code of Virginia § 18.2-266 et. seq.* Mrs. Carmack seconded the motion.

Mr. Williams Aye
Mr. Nordvig Aye
Mr. Byerly Aye
Mr. Cox Aye
Mrs. Carmack Aye

VOTE 5-0
MOTION Passed

13. Public Comment (time limit 3 minutes per individual/5 minutes per group, 30 minutes total time limit that can be extended by the Board)

Mr. Williams opened the 2nd Public Comment period. Speakers were as follows:

Mr. Jamie Timberlake, 1450 Schroeder Rd. congratulated the Board on being elected and stated he looked forward to working with them as the Commissioner of the Revenue for the next 4 years. Mr. Timberlake commented that he was disappointed on 2 items from the meeting. The deferral of the AFD from earlier in the evening. He explained that by doing this is created several more steps for Mr. Anderson who is the citizen that was going to let his involvement expire in April, to now have to go through several steps and even appear in front of the Board to request permission to get out of the AFD. He stated that he felt this was not the platform they ran on prior to being elected and felt this made it difficult to get along with the Board. Mr. Timberlake stated he was also disappointed in the decision made by the Board not to grant the resignation date change requested by former County Administrator, Mr. Voorhees. This would not have cost the county or taxpayers anything and would have helped Mr. Voorhees with some retirement issues. Mr. Timberlake felt Mr. Voorhees was dedicated to Powhatan County and although the Board had a right to replace him with someone more suited to their style, but he felt it was wrong of them to treat Mr. Voorhees in this manner.

Seeing as there were no more speakers, Mr. Williams closed the public comment period.

14. County Attorney Comments

Mr. Lacheney had no comments

15. County Administrator Comments

Mr. Schardein reminded everyone of the SMART Scale Open House on February 3 at the Powhatan Library from 5pm – 7pm. Anyone that can not make it is welcome to reach out to Mr. Schardein and he will be glad to fill them in on the discussions. He also commented that the Board of Supervisors would be starting their Strategic Planning sessions with a professional facilitator to develop their mission and vision statements and Strategic Plan. Those workshops are open to the public and will be held on February 11, March 5 and March 24. The tentative date for the Joint Board of Supervisors and School Board workshop is February 24 at 4:30pm in the auditorium. Confirmation will be on the County website.

16 Board Comments

Mr. Byerly recognized the Circuit Court Clerk, Mrs. Dobbins and her staff. He stated they had received a letter of thanks from a citizen from Cumberland County who was very appreciative of how pleasant and helpful the Circuit Clerks Office had been. Mr. Byerly mentioned that he had recently had the pleasure of attending the Martin Luther King, Jr. Youth day at Powhatan High School. He was impressed with the turnout and participation of the youth, the band, etc. He thanked Mrs. Gray, Mrs. Goins and Rev. Beechum for putting it together. There were no other Board comments.

17. Closed Meeting as authorized by the Code of Virginia, Section 2.2-3711(A) to discuss salary of the Interim County Administrator

Mr. Lacheney read the Closed Meeting authorization and asked for a motion. Mr. Williams made the motion to approve the entering into a Closed Meeting. Mrs. Carmack seconded.

David T. Williams, Larry J. Nordvig, Michael W. Byerly, Bill L. Cox, Karin M. Carmack voted AYE

**VOTE 5-0
MOTION Passed**

18. a. Certification of Closed Meeting

Mr. Williams reconvened the meeting. Mr. Lacheney read the Certification of the Closed Meeting as follows: Do you certify to the best of your knowledge that:

the only matters discussed in the closed meeting were public business matters lawfully exempted from open meeting requirements, and

only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed or considered in the closed meeting just conducted?

Mr. Lacheney asked the Clerk to take a roll call vote:

Mr. Williams Aye
Mr. Nordvig Aye
Mr. Byerly Aye
Mr. Cox Aye
Mrs. Carmack Aye

b. Determination of Interim County Administrator Stipend

Mr. Williams asked for a motion on the Determination of the Interim County Administrator Stipend. Mr. Nordvig made the motion to approve the 5% stipend of the base salary of the Interim County Administrator during the period of time that he serves as the Interim. Mr. Byerly seconded the motion.

David T. Williams, Larry J. Nordvig, Michael W. Byerly voted AYE
Bill L. Cox, Karin M. Carmack voted NO

**VOTE 3-2
MOTION Passed**

c. Approval of Contract with Interim County Administrator

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Mr. Williams motioned to approve the contract of the Interim County Administrator. Mr. Cox seconded the motion.

David T. Williams, Larry J. Nordvig, Michael W. Byerly, Bill L. Cox, Karin M. Carmack voted AYE

**VOTE 5-0
MOTION Passed**

19. Adjournment

Mr. Williams adjourned the meeting at 8:35pm.

Bret Schardein, Interim Clerk Date
Powhatan County Board of Supervisors

David T. Williams, Chairman Date
Powhatan County Board of Supervisors



Powhatan County Board of Supervisors Agenda Item

Meeting Date: April 27, 2020

Agenda Item Title: Authorization for County Administrator to execute a lease agreement with Powhatan County Public Schools for the Pocahontas Landmark Center gymnasium.

Motion: Approve R-2020-24

Dates Previously Considered by Board: November 19, 2019

Summary of Item: At the November 19, 2019 Board of Supervisors meeting the Board authorized the County Administrator to execute the lease agreement with Powhatan County Public Schools. The County Attorney approved the lease document. Upon review by PCPS attorney, PCPS requested that the early termination with payback of capital investment be removed. The attached lease has been approved by the School Board, the PCPS attorney and the County attorney.

Staff: Approve Disapprove See Comments

Commission/Board: Approve Disapprove See Comments

County Administrator: Approve Disapprove See Comments

Comments: None

Budget/Fiscal Impact: None

Attachments: Lease Agreement

Staff/Contact: Ramona Carter, Director of Public Works, 804-598-5764; rcarter@powhatanva.gov

**RESOLUTION
AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A LEASE
AGREEMENT WITH THE POWHATAN COUNTY SCHOOL BOARD FOR THE
GYMNASIUM PORTION OF THE POCAHONTAS LANDMARK CENTER**

WHEREAS, a Memorandum of Understanding was approved by the Board of Supervisors at the May 20, 2019 meeting; and

WHEREAS, the Memorandum of Understanding stated that ownership of the gymnasium will remain with the Powhatan School Board; and

WHEREAS, the Memorandum of Understanding stated that a lease agreement will be executed between the Powhatan County School Board and Powhatan County; and

NOW, THEREFORE, BE IT RESOLVED that the County Administrator is authorized to execute a lease agreement with Powhatan County Public Schools as attached (Exhibit A).

ADOPTED BY THE POWHATAN COUNTY BOARD OF SUPERVISORS ON APRIL 27, 2020.

**David T. Williams, Chairperson
Powhatan County Board of Supervisors**

ATTEST:

**Bret Schardein, Clerk
Powhatan County Board of Supervisors**

Recorded Vote:

David T. Williams _____
Larry J. Nordvig _____
Michael W. Byerly _____
Karin M. Carmack _____
Bill L. Cox _____

APPROVED BY SCHOOL BOARD
2/11/20 JPN
Date

LEASE AGREEMENT

In accordance with the Memorandum of Understanding between THE POWHATAN COUNTY SCHOOL BOARD and THE COUNTY OF POWHATAN dated June 11, 2019 (Exhibit "A") regarding the Pocahontas Middle School, of which this LEASE is a requirement, this LEASE, dated as of the ___ day of ___, 2019, by and between THE POWHATAN COUNTY SCHOOL BOARD (hereinafter called Landlord) and THE COUNTY OF POWHATAN (hereinafter called Tenant) provides as follows;

1. Leased Premises: Upon the terms, provisions and conditions hereof, and each in consideration of the duties, covenants and obligations of the other hereunder, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the premises (Leased Premises) consisting of the Pocahontas Middle School Gymnasium Building, approximately 20,665 square feet of multi-use space, to include the gymnasium area, the stage area, the lobby, change rooms, rest rooms and offices, the location of which is more particularly shown on the drawing attached as Exhibit "C" hereto, and located on the property listed as 4290 Anderson Highway, Powhatan, VA 23139. This lease shall also include the parking area, rectangular field, tennis courts, two baseball fields as shown on the drawing attached as Exhibit "B" located on 4292 Anderson Highway, Powhatan, VA 23139.

2. Term:

(a) Subject to the terms, provisions and conditions hereof, this lease shall continue in force for a term ("Term") of twenty (20) years, beginning the 1st day of October 2019, and ending on the 30th day of September 2039. If the leased premises are not ready for occupancy by such commencement date for any reason, Landlord shall not be liable for any claims, damages, or liabilities in connection therewith or by reason thereof, and the term shall commence on the date the leased premises are ready for occupancy by Tenant. Should the term commence on a date other than that specified above, Landlord and Tenant will, at the request of either, execute a declaration specifying the actual commencement date. The stated term shall thereupon commence and the expiration date shall be extended so as to give the effect to the full term stated above.

(b) Option to extend lease term. Tenant can elect to extend the term of the lease past the twenty (20) years by providing, in writing, a request to extend the lease term for an additional five (5) years with the same terms and conditions contained in this lease. Lease term can be extended three times (fifteen additional years). The request to extend the lease term must be received sixty (60) days before the term is set to terminate.

3. Use: The leased premises shall be used and occupied by the Tenant solely for Parks and Recreation activities and operations including general office use, sports organization activities, programs, and public rental/use. Notwithstanding the forgoing, Tenant agrees that so long as it leases the Leased Premises, it will not use the Leased Premises for any activity which could be construed as a use of the Leased Premises either directly or indirectly (i) in any trade or business other than a government unit as provided in Section 141 (b) of the Internal Revenue Code of 1986, as amended (the "Code"), or (ii) to make or finance a loan to any person other than a governmental unit as provided in Section 141 (c) of the Code. In addition, Tenant further covenants and agrees that no part of the Leased Premises shall be used by it for any of the following purposes or activities: facility used primarily for gambling, store the principal business of which is the sale of alcoholic beverages for consumption off premises, private or commercial golf course, country club, massage parlor, suntan facility, racetrack, bank, savings and loan institution or mortgage loan company, or single or multi-family residence (including residential rental property for family units, as described in Section 145(d) of the Code).

4. Rent. (a) In addition to capital investment into the premises, Tenant shall pay a one-time lease payment of \$10 to cover the first 20-year term.

Rent shall not include any operational costs which the Tenant will pay as defined in item 5 below.

Tenant shall make the following capital investment:

5. Tenant's Share of Basic Operating Costs.

(a) Tenant's Share (hereinafter defined) of the Basic Operating Costs (hereinafter defined) for the Building is payable by Tenant on a monthly basis.

(b) Power.

Landlord shall install a companion meter, in order to separately meter the gymnasium building and associated site lighting power consumption. Tenant will be billed monthly for the metered electricity.

(c) Water.

Landlord shall provide Tenant water service at no cost to the Tenant. Domestic water supply for the premises is provided by a well, owned and operated by the Landlord. Tenant shall pay a portion of any improvements required to maintain adequate and safe water supply. The portion of the improvements shall be based on the total area served by the well in relation to the area that the Tenant occupies. Landlord shall also provide, at no cost to the Tenant, irrigation water for all fields and landscaping within the Tenants area of responsibility.

(d) Sewer.

The Landlord shall bill the Tenant bimonthly, a portion of the sewer bill based on the building area occupied by the Tenant in comparison to the total building area served by the pump station. The Landlord is subject to strong waste testing and compliance and as such, Tenant agrees to cooperate with the Owner to ensure wastewater complies with the Strong Wastewater limitations.

(e) Field Maintenance and Grounds.

Mowing and trimming of fields and grounds shall be the responsibility of the Landlord through the Landlord's contracted services. All infield maintenance (dragging/lining, equipment) shall be the responsibility of the Tenant. Snow removal shall be shared and coordinated between Tenant and Landlord.

(f) Cleaning and Trash

Landlord shall provide a dumpster for Tenant's use. Tenant will be responsible for cleaning Leased Premises occupied by Tenant and disposing of all trash in Landlord's dumpster. All consumables for Leased Premises maintenance (i.e. paper products, light bulbs, filters, floor polishing etc.) shall be the responsibility of the Tenant. Tenant shall maintain the Leased Premises in a clean, attractive condition, and not commit or allow any waste or damage to be committed on or to any portion of the Leased Premises.

6. Access by Tenant Prior to Commencement of Term. Landlord, at its sole discretion, may permit Tenant and Tenant's employees, agents, suppliers, contractors and workmen to enter the Leased Premises prior to the commencement of the Term to enable Tenant to do such things as may be required by Tenant to make the Leased Premises ready for Tenant's occupancy. If such permission is granted, Tenant, and its employees, agents, contractors, workmen, and suppliers and their activities in

the Leased Premises and Building will not interfere with or delay the performance of any activities by Landlord or other occupants of the Building. Landlord may withdraw such permission upon notice to Tenant if Landlord determines that any such interference or delay has been or may be caused. Any such entry into the Leased Premises shall be at Tenant's risk and Landlord shall not be liable in any way for any personal injury, death or property damage which may be suffered in or about the Leased Premises or the Building by Tenant or its employees, agents, suppliers, contractors and workmen, and Tenant agrees to protect, defend, indemnify and save harmless Landlord from all liabilities, costs, damages, fees and expenses arising out of the activities of Tenant or its employees, agents, contractors, suppliers or workmen in or about the Leased Premises or Building to the fullest extent allowable by law.

Tenant shall provide certification that Tenant's employees, agents, suppliers, contractors and workmen who will have direct contact with students have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child, or have been convicted of a crime of moral turpitude. For the purposes of this Lease, "direct contact with students" means being in the presence of students during regular school hours or during school-sponsored activities.

Pursuant to Code of Virginia §22.1-296.1, any person making a materially false statement regarding offenses which are required to be included in the certification referenced above shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. Landlord shall not be liable for materially false statements regarding the certifications required under this Lease.

7. Improvements to be made by Landlord. Landlord shall make those improvements to the Leased Premises in accordance with the plans and the construction costs previously agreed upon by the Landlord and Tenant. Landlord improvements include; Gymnasium lighting, roof replacement, HVAC improvements, mold remediation, bathroom fixture replacements, ceiling tiles and outdoor lighting electrical improvements. These improvements may be completed in conjunction with Tenant's improvements.

8. Improvements to be made by Tenant. Tenant shall make those improvements to the Leased Premises in accordance with the plans and the construction costs previously agreed upon by Landlord and Tenant. Tenant improvements include; store front doors, refinishing gymnasium flooring, replacing carpet, replacing stage curtains, painting, removing old hot water boiler, drainage at outdoor bathroom, tennis court improvements, infield improvements, parking improvements, batting cage improvements.

Tenant shall keep the Leased Premises and all Landlord's property free from liens arising out of any work performed, materials furnished or obligations incurred by or for Tenant. If, at any time, a lien or encumbrance is filed against the Leased Premises or the School Board's property as a result of Tenant's actions, work, materials or obligations, Tenant shall promptly discharge such lien or encumbrance. If such lien or encumbrance has not been removed within thirty (30) days from the date it is filed, Tenant agrees to deposit with Landlord cash or a bond, which shall be in a form and be issued by a company acceptable to Landlord in its sole discretion, in an amount equal to 150% of the amount of the lien, to be held by Landlord as security for the lien being discharged.

9. Parking. Tenant shall have rights of use of the parking area adjacent to the Building. The Landlord shall also have use of the parking area adjacent to the building during business hours for Landlord staff assigned to work in the Pocahontas Middle School. (Exhibit "D")

10. Assignment or Sublease. Should Tenant desire to assign this Lease or sublet the Leased Premises or any part thereof, Tenant shall give Landlord written notice of such desire at least (60) days in advance of the date on which Tenant desires to make such assignment or sublease. Landlord shall have a period

of thirty {30} days following receipt of such notice within which to notify Tenant in writing that Landlord elects either;

(a) To terminate this Lease as to the space so affected as of the date specified by Tenant, in which event Tenant will be relieved of all further obligations hereunder as to such space, or

(b) To permit Tenant to assign this Lease or sublet such space, subject, however, to subsequent written approval of the proposed assignee on an instrument prepared by the School Board or sublease by Landlord, which approval shall not be unreasonable withheld if;

(i) The proposed assignee or sublessee is engaged in a business which is in keeping with the then standards of the Building and not contrary to any policies or regulations of the Powhatan County School Board.

(ii) The proposed assignee or sublessee is a respectable party of substantial financial worth comparable to that of Tenant and Tenant shall have provided Landlord with proof thereof; iii) Tenant shall remain primarily liable under this Lease;

iv) The occupancy by the proposed assignee or sublessee will not create unreasonable loading or otherwise interfere with standard building operations.

11. Compliance with Laws and Usage, Liens. Notwithstanding any Virginia law to the contrary, Tenant, at its sole cost, shall comply with all Federal, State, Municipal and other laws and ordinances, School Board Policies & Regulations and the Building Rules and Regulations applicable to the Leased Premises and the business conducted therein by Tenant; will not engage in any activity which would cause fire and extended coverage insurance for the Building to be unavailable, cancelled, more difficult to be obtained, or rate therefor to be increased (or, at Landlord's option, will pay any such increase); will not commit any act which is a nuisance or annoyance to Landlord or to other tenants or which might, in the exclusive judgment of Landlord, appreciably damage Landlord's goodwill or reputation, or tend to injure or depreciate the Building; and will not commit or permit waste in the Leased Premises or Building. Tenant has no authority to encumber the Building or Leased Premises with any lien, and Tenant shall not suffer or permit any such lien to exist. Should any such lien hereafter be filed, Tenant shall promptly discharge the same at its sole cost.

12. Access by Landlord. Tenant shall permit Landlord or its agents or representatives to enter into and upon any part of the Leased Premises at all reasonable hours to inspect same; to clean; to make repairs, alterations or additions thereto, as Landlord may deem necessary or desirable; to show the Leased Premises to prospective purchasers or tenants; or for any other purpose deemed reasonable by Landlord. Landlord shall have priority use of facilities as outlined in the Memorandum of Understanding dated June 11, 2019. (Exhibit "A")

13. Assignment of Landlord. Landlord shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder and in the Building and property referred to herein, and upon any such transfer or assignment, no further liability or obligation shall thereafter accrue against Landlord hereunder. During the term of this Lease, Tenant shall be given first right of refusal to the rights of ownership of the facilities if Landlord wishes to negate their ownership and the rights thereof.

14. Limitation of Landlord's Liability. Tenant shall be limited to injunctive relief on any actions filed against Landlord.

15. Control of Common Areas by Landlord. All automobile parking areas, driveways,

entrances and exits thereto, and other facilities furnished by Landlord including all parking areas, truck way or ways, loading areas, pedestrian walkways, ramps, landscaped areas, stairways and other areas and improvements provided by Landlord for general use, in common, of tenants, their officers, agents, employers, invitees, licensees, visitors and customers shall be at all times subject to the exclusive control and management of Landlord, and Landlord shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect to all facilities and areas mentioned in the Section. Tenant will be permitted to enforce and abide by the "Building Rules and Regulations" (Exhibit "D") as they see fit.

16. Default of Tenant.

(a) Each of the following occurrences relative to Tenant shall constitute an "Event of Default";

(i) Abandonment or vacating of the Leased Premises or any significant portion thereof; or

(ii) Failure of Tenant in the performance or compliance with any of the agreements, terms, covenants or conditions provided in the Lease, other than those referred to in (i), (ii), or (iii) above, for a period of fifteen (15) business days after notice from Landlord to Tenant specifying the items in default; or

(ii) Failure to peacefully surrender the Leased Premises on expiration or termination of this Lease; or

(iii) The occurrence of any other event herein provided to be an Event of Default

(b) This Lease and the Term and estate hereby made are subject to the limitations that if and whenever any Event of Default shall occur, Landlord may, at its option and without further written notice to Tenant, in addition to all other remedies given hereunder or by law or equity, do any one or more of the following:

(i) Terminate this Lease, in which event Tenant shall immediately surrender possession of the Leased Premises to Landlord;

(ii) Enter upon and take possession of the Leased Premises and expel or remove Tenant and any other occupant therefrom with or without having terminated the Lease;

(iii) Alter locks and other security devices at the Leased Premises

(iv) Exercise by Landlord of any one of more remedies shall not constitute an acceptance of surrender of the Leased Premises by Tenant, whether by agreement or by operation of law, it being understood that such surrender can be affected only by the written agreement of Landlord and Tenant.

17. Default by Landlord. In the event of any default by Landlord hereunder, Tenant's exclusive remedy shall be an action for injunctive relief, but prior to any such action Tenant will give Landlord written notice specifying such default with particularity, and Landlord shall hereupon have fifteen (15) business days (plus such additional reasonable period as may be required in the exercise by Landlord of due diligence) in which to secure any such default. Unless and until Landlord fails to so cure any default after such notice, Tenant shall not have any remedy or cause of action by reason thereof. All obligations of Landlord hereunder will be construed as covenants, not conditions; and all such obligations

will be binding upon Landlord only during the period of its possession of the Building and not thereafter.

18. Non-waiver. Neither acceptance of Rent by Landlord nor failure by Landlord to complain of any action, non-action or default of Tenant shall constitute a waiver of any of Landlord's rights hereunder. Waiver by Landlord of any right for any default of Tenant shall not constitute a waiver of any right for either a subsequent default of the same obligation or any other default.

19. Time of Essence. In all instances where Tenant is required hereunder to pay any sum or do any act at a particular indicated time or within an indicated period, it is understood and stipulated that time is of the essence.

20. Remedies Cumulative. Landlord may restrain or enjoin any breach or threatened breach of any covenant, duty or obligation of Tenant herein contained without the necessity of proving the inadequacy of any legal remedy or irreparable harm. The remedies of Landlord hereunder shall be deemed cumulative and no remedy of Landlord, whether exercised by Landlord or not, shall be deemed to be in exclusion of any other.

21. Insurance, Subrogation, Liability, Indemnity, and Waiver.

(a) Landlord may maintain fire and extended coverage insurance on the portion of the Building constructed by Landlord, including building standard leasehold improvements, in amounts desired by Landlord. Payments for losses thereunder shall be made solely to Landlord. Tenant shall maintain at its expense fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises and on its non-building standard leasehold improvements and all additions and improvements made by Tenant.

(b) Tenant, at its sole cost and expense, shall carry and maintain a policy or policies of comprehensive general liability insurance insuring the Tenant against liability for injury to persons or property occurring in or about the Leased Premises or arising out of the maintenance, use or occupancy thereof. The coverage under such insurance shall not be less than one Million Dollars (\$1,000,000) for any one person injured or killed and shall not be less than one Million Dollars (\$1,000,000) for property damage per accident. Such insurance shall be written or endorsed so as to preclude the exercise of the right of subrogation against the Landlord. The obligations of Tenant under this Section 27(b) shall in no way prejudice or limit the covenants of Tenant under Section 27(c).

(c) Tenant hereby releases and indemnifies to the fullest extent allowable by law and agrees to defend, protect and hold harmless Landlord and Landlord's agents, directors, officers, employers, invitees and contractors from and against any and all losses, damages, claims, suits, actions, judgments and costs (including but not limited to reasonable attorney's fees) arising from or in connection with any injury whatsoever, including death and property damage, suffered by Tenant or any of Tenant's directors, officers, employees, agents, invitees, or contractors arising out of or in connection with this Lease Agreement and the use or occupation of the Leased Premises or the Building and the lot on which the Building is located and other improvements, sidewalks and street appurtenant to or adjacent to the Building and said lot, regardless of how such injury is caused, and whether such injury is caused, occasioned or contributed to, actually or allegedly, by the negligence, sole or concurrent, of Landlord or its agents, directors, officers, employees, invitees or contractors. The preceding indemnification shall not apply to injury caused by the gross negligence or willful misconduct of Landlord or its agents, directors, officers, employees, invitees or contractors.

(d) Tenant agrees that Landlord shall not be responsible or liable to Tenant for any inconvenience or loss to Tenant arising from or in connection with the repair, maintenance, or replacement of any part of the Building or Leased Premises, or failure to make any such repair, maintenance or replacement except such loss that is caused by the gross negligence or Landlord.

22. Governing Law. This Lease shall be governed by the laws of the Commonwealth of Virginia.

23. Notice. Any notice which may be or shall be given under the terms of this Lease shall be in writing and shall be either delivered by hand or sent by United States Registered or Certified Mail, postage prepaid, return receipt requested, if for Landlord to the address provided herein below Landlord's execution hereof; or if for Tenant, to the Leased Premises. Such addresses may be changed from time to time by either party by giving notice as provided above. Notice shall be deemed given when delivered (if delivered by hand) or three (3) days after postmarked (if sent by mail). Entire Agreement and Binding Effect. This Lease and any written addenda and all exhibits hereto (which are expressly incorporated herein by this reference) shall constitute the entire agreement between Landlord and Tenant; no prior written or prior or contemporaneous oral promises or representations shall be binding. This Lease shall not be amended, changed or extended except by written instrument signed by both parties hereto. The provisions of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties, but this provision shall in no way alter the restrictions on use, assignment and subletting applicable to Tenant hereunder.

24. Right of Re-entry. Upon the expiration or termination of the Term for whatever cause, Landlord shall *have* the right to immediately re-enter and reassume possession of the leased Premises and *remove* Tenant's property therefrom, and Tenant expressly acknowledges such right.

WITNESS the following signatures.

LANDLORD

THE POWHATAN COUNTY PUBLIC SCHOOL BOARD

By: 

Title: CHAIRMAN, SCHOOL BOARD

Address Pocahontas Landmark Center

4290 Anderson Highway

Powhatan, VA 23139

TENANT

THE POWHATAN COUNTY

By: _____

Title: _____

Address: _____

COMMONWEALTH OF VIRGINIA, COUNTY
OF POWHATAN, to-wit:

This instrument was executed before me in the jurisdiction aforesaid this ____ day of _____, 2016, by _____ as _____ of the Board of Supervisors of Powhatan County, Virginia, on behalf of the county.

My commission expires: _____

Notary Public

APPROVED AS TO FORM

County Attorney

Thomas E. Lacheny

Mar 5, 2020



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Powhatan County Board of Supervisors Agenda Item

Meeting Date: April 27, 2020

Agenda Item Title: Quarterly Financial Report as of March 31, 2020

Motion: Informational Item Only, No Action Required

Dates Previously Considered by Board: Presented quarterly – last presented January 27, 2020

Summary of Item: In continued efforts for transparency and open government, the Department of Finance will provide the Board of Supervisors and post on the County web site quarterly budget-to-actual reports.

The report for March 31, 2020 is attached.

Staff: N/A Approve _____ Disapprove _____ See Comments

Commission/Board: N/A Approve _____ Disapprove _____ See Comments

County Administrator: N/A Approve _____ Disapprove _____ See Comments

Comments: None

Budget/Fiscal Impact: None

Attachments: Quarterly financial report as of March 31, 2020

Staff/Contact: Charla W. Schubert, Director of Finance, 804-598-5780; cschubert@powhatanva.gov

| Powhatan County | | | | | | | |
|------------------------------------|-------------------|-------------------|-------------------|---------------------|----------------|------------------|---|
| Revenue Summary | | | | | | | 25% remaining in the fiscal year |
| As of March 31, 2020 | | | | | | | |
| | | | | | | | |
| | | | FY 2020 | Amount | % | Bench- | |
| | | | YTD | Collected | over | mark | |
| | FY 2020 | FY 2020 | Collected | over (under) | (under) | % | |
| | Adopted | Amended | 3.31.20 | Budget | Budget | remaining | Comments |
| General Fund | | | | | | | |
| Real Estate Property Taxes | \$ 32,032,300 | \$ 32,032,300 | \$ 16,792,910 | \$ (15,239,390) | -48% | | |
| Personal Property Taxes | 9,243,750 | 9,243,750 | 5,192,885 | (4,050,865) | -44% | | |
| Penalties & Interest | 525,000 | 525,000 | 387,180 | (137,820) | -26% | | |
| Property Taxes | 41,801,050 | 41,801,050 | 22,372,975 | (19,428,075) | -46% | 50% | Second half due 6.5.20 |
| Local Sales Tax | 3,400,000 | 3,400,000 | 2,181,656 | (1,218,344) | -36% | | |
| All Other | 2,500,500 | 2,500,500 | 1,114,568 | (1,385,932) | -55% | | |
| Other Local Taxes | 5,900,500 | 5,900,500 | 3,296,224 | (2,604,276) | -44% | 42% | MV License due 6.5.20 |
| Planning & Zoning Fees | 99,000 | 99,000 | 74,908 | (24,092) | -24% | | |
| Building Permits | 560,100 | 560,100 | 738,064 | 177,964 | 32% | | |
| All Other | 14,000 | 14,000 | 14,358 | 358 | 3% | | |
| Permits, Fees, Licenses | 673,100 | 673,100 | 827,330 | 154,230 | 23% | | varies based on activity |
| Fines and Forfeiture | 148,000 | 148,000 | 89,334 | (58,666) | -40% | | |
| Use of Money & Property | 173,521 | 173,521 | 204,308 | 30,787 | 18% | | |
| Charges for Services | 180,850 | 198,709 | 146,406 | (52,303) | -26% | | |
| Other | 72,000 | 134,149 | 126,765 | (7,384) | -6% | | |
| PPTRA | 3,022,470 | 3,022,470 | 2,871,348 | (151,122) | -5% | | |
| All Other | 1,004,500 | 1,004,500 | 622,692 | (381,808) | -38% | | |
| State Non-Categorical | 4,026,970 | 4,026,970 | 3,494,040 | (532,930) | -13% | | |
| State Shared Expenses | 2,054,551 | 2,059,941 | 1,161,226 | (898,715) | -44% | 33% | Registrar is reimbursed at year end |
| State Categorical Aid | 225,540 | 231,688 | 158,670 | (73,018) | -32% | | |
| Federal | 96,938 | 339,672 | 249,255 | (90,417) | -27% | | reimbursed based on expd |
| Transfers | - | - | - | - | | | |
| Bond Proceeds | - | - | 622,612 | (622,612) | | | |
| Use of Fund Balance | 1,013,000 | 2,112,954 | - | - | | | |
| Total General Fund | 56,366,020 | 57,800,254 | 32,749,145 | (24,183,379) | -42% | | |

| Powhatan County | | | | | | |
|-------------------------------------|----------------|----------------|------------------|---------------------|----------------|--|
| Revenue Summary | | | | | | |
| As of March 31, 2020 | | | | | | |
| | | | | | | |
| | | | FY 2020 | Amount | % | Bench- |
| | | | YTD | Collected | over | mark |
| | FY 2020 | FY 2020 | Collected | over (under) | (under) | % |
| | Adopted | Amended | 3.31.20 | Budget | Budget | remaining |
| | | | | | | Comments |
| Social Services | 1,763,874 | 1,767,142 | 1,264,097 | (503,045) | -28% | |
| CSA | 1,827,846 | 1,827,846 | 795,671 | (1,032,175) | -56% | |
| PEG fund | - | - | 22,951 | 22,951 | | |
| Tourism | - | - | 9,595 | 9,595 | | |
| Law Library | 3,500 | 3,500 | 2,901 | (599) | -17% | |
| Fire Rescue | 687,275 | 692,347 | 430,984 | (261,363) | -38% | 42% |
| Capital Projects | 899,000 | 1,856,041 | 1,856,041 | - | 0% | |
| Utilities | 2,667,712 | 2,668,553 | 505,213 | (2,163,340) | -81% | GF transfer not made |
| Utilities Capital Projects | 188,000 | 323,000 | 332,958 | 9,958 | 3% | |
| Total Other Funds | 8,037,207 | 9,138,429 | 5,220,411 | (3,918,018) | -43% | |
| Total County | 64,403,227 | 66,938,683 | 37,969,556 | (28,101,397) | -42% | |
| School Operating | 48,206,597 | 48,206,597 | 29,393,087 | (18,813,510) | -39% | |
| School Food Service | 1,413,121 | 1,413,121 | 720,027 | (693,094) | -49% | 25.00% School started 9.3.19/ school transfer not made/ school was closed on 3.13.20 |
| Total School | 49,619,718 | 49,619,718 | 30,113,114 | (19,506,604) | -39% | |
| Total Revenue and Transfers | 114,022,945 | 116,558,401 | 68,082,670 | (47,608,001) | -41% | |
| Less Transfers | (28,066,881) | (29,146,481) | (16,070,032) | 13,076,449 | -45% | |
| Total Revenue less Transfers | 85,956,064 | 87,411,920 | 52,012,638 | (34,531,552) | -40% | |

| Powhatan County | | | | | | |
|---------------------------------|----------------------------|----------------------------|---|---|------------------------|-------------------------------------|
| Expenditure Summary | | | | | | |
| | | | 25% remaining in the fiscal year | | | |
| As of March 31, 2020 | | | | | | |
| | FY 2020 Adopted | FY 2020 Amended | FY 2020 YTD Spent 3.31.20 | Amount of Budget Remaining | % Remaining | Comments |
| Public Safety | | | | | | |
| Sheriff's Office | 3,893,354 | 4,034,288 | 2,882,630 | 1,151,658 | 29% | |
| E911 Dispatch | 1,254,086 | 1,273,579 | 929,163 | 344,416 | 27% | |
| Victim Witness Grant | 87,645 | 87,645 | 60,445 | 27,200 | 31% | |
| Animal Control | 347,725 | 348,190 | 263,014 | 85,176 | 24% | |
| Medical Examiner | 2,000 | 2,000 | 80 | 1,920 | 96% | |
| Fire & Rescue | 1,896,829 | 1,914,465 | 1,594,951 | 319,514 | 17% | increase in volunteers turnout gear |
| Emergency Management | 46,143 | 52,061 | 35,629 | 16,432 | 32% | |
| Subtotal | 7,527,782 | 7,712,228 | 5,765,912 | 1,946,316 | 25% | |
| Public Works | | | | | | |
| Administration | 433,077 | 433,077 | 317,673 | 115,404 | 27% | |
| Facilities | 787,338 | 805,279 | 536,288 | 268,991 | 33% | |
| Grounds/Parks | 351,067 | 353,195 | 234,590 | 118,605 | 34% | |
| Athletic Fields | 171,000 | 171,000 | 76,977 | 94,023 | 55% | |
| Company 1 Fire Station | 41,630 | 41,630 | 28,086 | 13,544 | 33% | |
| Huguenot Public Safety Building | 73,700 | 73,700 | 45,907 | 27,793 | 38% | |
| Convenience Center | 626,542 | 628,036 | 450,804 | 177,232 | 28% | |
| Subtotal | 2,484,354 | 2,505,917 | 1,690,325 | 815,592 | 33% | |
| Health and Welfare | | | | | | |
| Health Department | 215,520 | 215,520 | 162,612 | 52,908 | 25% | |
| Free Clinic Nurse | - | - | 228 | (228) | -100% | |
| CSB | 281,860 | 281,860 | 208,434 | 73,426 | 26% | |
| Social Services Board | 5,160 | 5,160 | 1,561 | 3,599 | 70% | |
| PCAA | 51,242 | 293,976 | 206,709 | 87,267 | 30% | |
| Subtotal | 553,782 | 796,516 | 579,544 | 216,972 | 27% | |

| | | | | | | |
|------------------------------|---|----------------------------|--------------------------------------|---|------------------------|-------------------------------|
| Powhatan County | | | | | | |
| Expenditure Summary | 25% remaining in the fiscal year | | | | | |
| As of March 31, 2020 | | | | | | |
| | FY 2020 Adopted | FY 2020 Amended | FY 2020 YTD Spent 3.31.20 | Amount of Budget Remaining | % Remaining | Comments |
| Community Development | | | | | | |
| Economic Development | 277,641 | 277,641 | 207,847 | 69,794 | 25% | |
| Planning and Zoning | 522,591 | 528,141 | 376,983 | 151,158 | 29% | |
| Building Inspections | 371,801 | 374,074 | 268,054 | 106,020 | 28% | |
| Code Enforcement | 15,000 | 15,000 | 13,900 | 1,100 | 7% | |
| GIS | 150,126 | 150,126 | 83,862 | 66,264 | 44% | |
| Recreation | 120,127 | 120,323 | 72,028 | 48,295 | 40% | |
| Subtotal | 1,457,286 | 1,465,305 | 1,022,674 | 442,631 | 30% | |
| Cultural / Other | | | | | | |
| Library | 486,125 | 497,834 | 332,936 | 164,898 | 33% | |
| Extension Service | 86,355 | 86,355 | 41,463 | 44,892 | 52% | |
| Memberships/Joint Services | 168,830 | 168,830 | 143,952 | 24,878 | 15% | most are paid in July |
| Contributions | 33,000 | 33,000 | 33,000 | - | 0% | most are paid in July |
| Debt Service | 9,711,771 | 9,711,771 | 8,983,014 | 728,757 | 8% | majority of debt service paid |
| Contingency Fund | 250,528 | 145,436 | - | 145,436 | 100% | |
| Subtotal | 10,736,609 | 10,643,226 | 9,534,365 | 1,108,861 | 10% | |
| Total expenditures | 28,500,139 | 28,913,764 | 22,562,113 | 6,351,651 | 22% | |
| Total Transfers | 27,865,881 | 28,886,489 | 16,011,041 | 12,875,448 | 45% | |
| Total General Fund | 56,366,020 | 57,800,253 | 38,573,154 | 19,227,099 | 33% | |

| Powhatan County | | | | | | |
|--|---|----------------------------|--------------------------------------|---|------------------------|-------------------|
| Expenditure Summary | 25% remaining in the fiscal year | | | | | |
| As of March 31, 2020 | | | | | | |
| | FY 2020 Adopted | FY 2020 Amended | FY 2020 YTD Spent 3.31.20 | Amount of Budget Remaining | % Remaining | Comments |
| Other Funds | | | | | | |
| Social Services | 1,763,874 | 1,767,142 | 1,304,705 | 462,437 | 26% | |
| CSA | 1,827,846 | 1,827,846 | 840,280 | 987,566 | 54% | |
| PEG fund | - | - | 98,033 | (98,033) | -100% | |
| Law Library | 3,500 | 665 | 3,673 | (3,008) | -452% | |
| Fire Rescue | 687,275 | 829,516 | 360,428 | 469,088 | 57% | |
| Capital Projects | 899,000 | 22,622,909 | 6,045,754 | 16,577,155 | 73% | |
| Utilities Capital Projects | 188,000 | 733,144 | 135,224 | 597,920 | 82% | |
| Utilities | 2,667,712 | 2,668,553 | 1,811,602 | 856,951 | 32% | debt service paid |
| Total Other Funds | 8,037,207 | 30,449,775 | 10,599,699 | 19,850,076 | 65% | |
| Total County | 64,403,227 | 88,250,028 | 49,172,853 | 39,077,175 | 44% | |
| School Operating | 48,206,597 | 48,206,597 | 30,372,474 | 17,834,123 | 37% | |
| School Food Service | 1,413,121 | 1,413,121 | 796,834 | 616,287 | 44% | |
| Total School | 49,619,718 | 49,619,718 | 31,169,308 | 18,450,410 | 37% | |
| Total Expenditures and Transfers | 114,022,945 | 137,869,746 | 80,342,161 | 57,527,585 | 42% | |
| Less Transfers | (28,066,881) | (29,146,481) | (16,070,032) | (13,076,449) | 45% | |
| Total Expenditures Less Transfers | 85,956,064 | 108,723,265 | 64,272,129 | 44,451,136 | 41% | |



Powhatan County Board of Supervisors Agenda Item

Meeting Date: April 27, 2020

Agenda Item Title: An Emergency Ordinance Amending Chapter 80 (Water and Wastewater), Article III (Fees and Charges) Section 80-78 of the Code of the County of Powhatan allowing waiving of penalties and interest on past due water and wastewater accounts during a declared emergency

Motion: Move to approve Ordinance O-2020-07 as presented. A public hearing must be held and this ordinance re-adopted within 60 days of this approval.

Dates Previously Considered by Board: N/A

Summary of Item: The Coronavirus (COVID-19) pandemic has severely impacted localities in the Commonwealth. On March 12, 2020, the Governor declared a state of emergency in response to the continued spread of COVID-19. County citizens may be experiencing loss of a job, or decreased hours in their employment. These citizens may ultimately be forced to use their reduced income to make mortgage or rental payments and buy food and medical insurance with little left over to make utility payments. Staff is requesting a waiver for charging penalties and interest on water and wastewater accounts.

Staff: Approve Disapprove See Comments

Commission/Board: Approve Disapprove See Comments

County Administrator: Approve Disapprove See Comments

Comments: None

Budget/Fiscal Impact: Average bimonthly waste fines = \$9000, average bimonthly penalties = \$900.

Attachments: Ordinance O-2020-07

Staff/Contact: Ramona Carter, Director of Public Works, 804-598-5764, rcarter@powhatanva.gov

**AN EMERGENCY ORDINANCE AMENDMENT TO ADD PROVISIONS TO THE
POWHATAN COUNTY CODE**

This emergency ordinance amendment to Section 80-78 of the Powhatan County Code relating to the Waiver of Penalties and Interest on Unpaid Utility Bills During a Declared Emergency.

The Coronavirus (COVID-19) pandemic has severely impacted localities in the Commonwealth. On March 12, 2020, the Governor declared a state of emergency in response to the continued spread of COVID-19. County citizens may be experiencing loss of a job, or decreased hours in their employment. These citizens may ultimately be forced to use their reduced income to make mortgage or rental payments and buy food and medical insurance with little left over to make utility payments. The Public Works Department has already suspended service disconnection for nonpayment. However, during the current pandemic, County utility customers may need additional financial help to manage the payment of utility bills. Staff is proposing that the County suspend the imposition of penalties and interest on unpaid utility bills for the duration of the declared emergency and 30 days after the end of the declared emergency. Any penalties or interest that were applied to the account prior to the declaration of emergency will not be waived.

In addition, Staff is proposing to suspend strong waste sampling and testing requirements due to closure of restaurants, day care services, schools etc. during the State of Emergency. Once the State of Emergency is lifted, the strong waste sampling and testing will recommence when the Director of Public Works determines conditions have stabilized.

Sec. 80-78. - Charges for utility service—Collection of unpaid charges.

Unpaid fees, assessments, penalties, interest or any other charges for utility service or connection to the utility system shall be collected by all means authorized by law.

(Ord. No. O-2017-19, 6-26-17)

Add; During a declared State of Emergency by the Governor or local Emergency Management, unpaid fees, assessments, penalties, interest or other fines for utility service may be waived, by the Director of Public Works, until the declared emergency is lifted and for 30 days after the emergency ends. Strong waste sampling and testing may be suspended during a State of Emergency if the Director of Public works deems it necessary. If strong waste sampling and testing is suspended, it will be reinstated in a time frame determined by the Director of Public Works but shall not be less than 30 days after the State of Emergency is lifted.

The Board will need to hold a public hearing to readopt this Ordinance within 60 days under State Law.

**ADOPTED BY THE POWHATAN COUNTY BOARD OF SUPERVISORS ON APRIL
27, 2020.**

David T. Williams, Chairman
Powhatan County Board of Supervisors

ATTEST:

Bret Schardein, Clerk
Powhatan County Board of Supervisors

Recorded Vote:

| | |
|--------------------------|-------|
| David T. Williams | _____ |
| Larry J. Nordvig | _____ |
| Michael W. Byerly | _____ |
| Bill L. Cox | _____ |
| Karin M. Carmack | _____ |



Powhatan County Board of Supervisors Agenda Item

Meeting Date: April 27, 2020

Agenda Item Title: Resolution R-2020-25 Authorizing a second amendment to the War Memorial Building sales agreement to extend the deadline for completing required capital investments according to the original sale agreement.

Motion: Move to approve Resolution R-2020-25 as presented

Dates Previously
Considered by Board: N/A

Summary of Item: Due to COVID-19 and the declared state of emergency, the War Memorial Cultural Arts and Community Center is unable to schedule and coordinate the necessary contractors to complete the \$150,000 capital investment by the first amendment extension of April 30, 2020. In consideration of the State of Emergency, the purchasers have requested a 90-day extension of the deadline to July 30, 2020.

Staff: X Approve Disapprove See Comments

Commission/Board: N/A Approve Disapprove See Comments

County Administrator: X Approve Disapprove See Comments

Comments:

Budget/Fiscal Impact: None

Attachments: Resolution R-2020-25

Staff/Contact: Ramona Carter, Director of Public Works, 804-598-5764, rcarter@powhatanva.gov

SECOND AMENDMENT TO THE WAR MEMORIAL BUILDING SALES AGREEMENT

THIS SECOND AMENDMENT TO THE SALES AGREEMENT (hereinafter, “Amendment”) made as of the _____ day of _____, 2020, by and between the **COUNTY OF POWHATAN, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (hereinafter, “County”), and **THE WAR MEMORIAL CULTURAL ARTS AND COMMUNITY CENTER, INC.**, a Virginia company (hereinafter, “Purchaser”).

WHEREAS, Purchaser has been negotiating to purchase certain property located at 2375 Skaggs Road in the County and owned by County, containing approximately 1.8 acres of land, with improvements thereon, that is commonly known as the War Memorial Building and property (collectively, the “Property”), as more particularly described in Exhibit A, attached hereto and incorporated by reference hereby; and

WHEREAS, subject to the terms of the original sales agreement, Purchaser is required to complete \$150,000 of Capital Improvements to the Property prior to the 30th day of April, 2019; and

WHEREAS, Purchaser has completed, recorded and submitted records for **\$\$115,606.57** of approved Capital Improvements by December 31, 2018; and

WHEREAS, the first amendment to the original sale agreement approved on March 25, 2019 extended the original April 30, 2019 deadline by one year to April 30, 2020; and

WHEREAS, Purchaser has indicated that they have agreements with three companies to install acoustic panels, painting of the gymnasium and changing the power supply to 3 phase however due to COVID-19 and the Virginia Governor’s declaration of emergency on March 12, 2020 have been unable to schedule and complete the work prior to the April 30, 2020 deadline; and

WHEREAS, Purchaser has requested a 90 day extension in order to complete the work that will satisfy the \$150,000 required capital investment; and

NOW, THEREFORE BE IT RESOLVED, the Powhatan County Board of Supervisors hereby authorizes a 90 day extension of the sale agreement between the parties in order to satisfy the terms and conditions of the sale agreement

ADOPTED BY THE POWHATAN COUNTY BOARD OF SUPERVISORS ON MARCH 30, 2020.

David T. Williams, Chairman
Powhatan County Board of Supervisors

ATTEST:

Recorded Vote:

Bret Schardein, Interim Clerk
Powhatan County Board of Supervisors

| | |
|--------------------------|--|
| <i>David T. Williams</i> | |
| <i>Larry J. Nordvig</i> | |
| <i>Michael W. Byerly</i> | |
| <i>Bill L. Cox</i> | |
| <i>Karin M. Carmack</i> | |



Powhatan County Board of Supervisors Agenda Item

Meeting Date: April 27, 2020

Agenda Item Title: Authorization for County Administrator to execute a Mutual Aid Agreement with WARN (Virginia Water and wastewater Agency response Network)

Motion: Move to approve R-2020-26

Dates Previously
Considered by Board: N/A

Summary of Item: Staff is requesting authorization for the County Administrator to execute all documents for Powhatan County to enter into a Mutual Aid Agreement with Virginia Water and Wastewater providers to coordinate and collaborate on emergency response to share resources and allocate personnel and resources to areas most in need of assistance.

Staff: X Approve Disapprove See Comments

Commission/Board: N/A Approve Disapprove See Comments

County Administrator: X Approve Disapprove See Comments

Comments:

Budget/Fiscal Impact: No Budget Impacts

Attachments: N/A

Staff/Contact: Ramona Carter, Director of Public Works, 804-598-5764, rcarter@powhatanva.gov

**RESOLUTION AUTHORIZING EXECUTION OF THE
VIRGINIA WATER AND WASTEWATER AGENCY RESPONSE NETWORK
MUTUAL AID AGREEMENT**

WHEREAS, the National Infrastructure Protection Plan and in particular the Sector Specific Plan for the Water Sector developed by the United States Environmental Protection Agency identifies the development of a Water and Wastewater Agency Response Network in each State as an important means of helping to ensure resilient water and wastewater infrastructure in the public interest; and

WHEREAS, in furtherance of such national Water Sector plan, Virginia’s longstanding, nationally-recognized professional associations known as the Virginia Section of the American Water Works Association (“VA AWWA”) and the Virginia Water Environment Association (“VWEA”) have jointly formed the Virginia Water and Wastewater Agency Response Network (“VA WARN”) Committee to develop the EPA-recommended network and associated procedures for implementation in Virginia; and

WHEREAS, the VA WARN Committee has developed the attached form of a VA WARN Mutual Aid Agreement for use by public and private Water Sector utilities for purposes of requesting assistance and responding to such requests as well as a related form of an Event Agreement for providing assistance of a defined scope on defined terms and conditions; and

WHEREAS, this VA WARN Mutual Aid Agreement is intended to supplement and integrate with the Statewide Mutual Aid Program administered by the Virginia Department of Emergency Management, with the Emergency Management Assistance Compact, and with other mutual aid agreements of local, intrastate and interstate scope; and

WHEREAS, Powhatan County owns or operates water and wastewater facilities, is responsible for public water supply or wastewater management in the Commonwealth of Virginia and is therefore eligible to participate in VA WARN and the VA WARN Mutual Aid Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Powhatan County Board of Supervisors, that the County Administrator is hereby authorized to execute the VA WARN Mutual Aid Agreement, which is hereby approved.

ADOPTED BY THE POWHATAN COUNTY BOARD OF SUPERVISORS ON APRIL 27, 2020.

David T. Williams, Chairman
Powhatan County Board of Supervisors

ATTEST:

Bret Schardein, Interim Clerk
Powhatan County Board of Supervisors

| | |
|--------------------------|--|
| <i>David T. Williams</i> | |
| <i>Larry J. Nordvig</i> | |
| <i>Michael W. Byerly</i> | |
| <i>Bill L. Cox</i> | |
| <i>Karin M. Carmack</i> | |

VIRGINIA WATER AND WASTEWATER AGENCY RESPONSE NETWORK MUTUAL AID AGREEMENT

THIS MUTUAL AID AGREEMENT (this “Agreement”) is made and entered into by and among the undersigned Member Utilities of the Virginia Water and Wastewater Agency Response Network, each of which is responsible for public water supply or wastewater management in the Commonwealth of Virginia.

BACKGROUND

A. The National Infrastructure Protection Plan and in particular the Sector Specific Plan for the Water Sector developed by the United States Environmental Protection Agency (“EPA”) identifies the development of a Water/Wastewater Agency Response Network in each State as an important means of helping to ensure resilient water and wastewater infrastructure in the public interest.

B. In furtherance of such national Water Sector plan, Virginia’s longstanding, nationally-recognized professional associations known as the Virginia Section of the American Water Works Association (“VA AWWA”) and the Virginia Water Environment Association (“VWEA”) have jointly formed the Virginia Water and Wastewater Agency Response Network (“VA WARN”) Committee to develop the EPA-recommended network and associated procedures for implementation in Virginia.

C. The VA WARN Committee has developed this form of Agreement for use by public and private Water Sector utilities for purposes of requesting assistance and responding to such requests.

D. This Agreement is intended to supplement and integrate with the Statewide Mutual Aid Program administered by the Virginia Department of Emergency Management, with the Emergency Management Assistance Compact, and with other mutual aid agreements of local, intrastate and interstate scope.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein, the parties hereto agree as follows:

SECTION 1 – DEFINITIONS

“ASSISTING UTILITY” means a Member Utility that elects to provide assistance in the form of personnel, equipment, materials or supplies to a Requesting Utility pursuant to an individual Event Agreement following a request for assistance under this Agreement.

“AUTHORIZED REPRESENTATIVE” means an officer, principal or employee of a Member Utility authorized in writing by that entity to request, offer or provide assistance pursuant to this Agreement.

“EVENT AGREEMENT” means a separate agreement entered into by and between a Requesting Utility and Assisting Utility for the purpose of providing and accepting assistance for a Utility Event. See Exhibit B.

“PERIOD OF ASSISTANCE” means the period of time commencing when the Assisting Utility dispatches personnel, equipment, materials or supplies pursuant to an individual Event Agreement and ending when personnel, equipment and remaining materials or supplies return to the Assisting Utility (*i.e.*, portal to portal).

“REQUESTING UTILITY” means a Member Utility that requests assistance pursuant to this Agreement or that receives assistance pursuant to an individual Event Agreement.

“MEMBER UTILITY” means any locality, water authority, wastewater authority, sanitary district, sanitation district or public service corporation that (i) owns or operates any water storage, treatment, transmission or distribution facilities for drinking or other domestic uses, or any wastewater collection or treatment facilities and (ii) has been accepted and acknowledged in writing as a member of VA WARN by the Chair of VA WARN Committee following delivery and receipt of this executed Agreement.

“UTILITY EVENT” means any event or occurrence, or threat thereof, whether natural or manmade, the desired response to which is or is likely to be beyond the affected Member Utility’s capability or then-available resources including but not limited to personnel, equipment, materials and supplies. A Utility Event may be a one-time event not reaching the nature or criteria requiring the declaration of a disaster, emergency or local emergency but still requiring inter-utility assistance. A Utility Event may be a recurrent event or occurrence where inter-utility assistance is beneficial for expediting the response to a particular need or filling temporary gaps in service of the Requesting Utility.

SECTION 2 – PROCEDURES FOR REQUESTING ASSISTANCE

2.1 ASSISTANCE REQUEST – When a Member Utility is affected by a Utility Event, it may request assistance by (a) submitting a written request for assistance to another Member Utility in the form provided at Exhibit A hereto, as amended and updated in the discretion of the VA WARN Committee from time to time, or (b) verbally communicating a request for assistance to another Member Utility followed as soon as practicable by a written confirmation of such request. Assistance shall not be requested under this Agreement by a Member Utility unless resources otherwise reasonably available to the Member Utility are deemed to be inadequate. A Requesting Utility may cancel a request for assistance at any time and shall provide such notice thereof as soon as practicable to the Member Utilities of whom it has made a request for assistance. The Requesting Utility may communicate the cancellation verbally but shall provide written confirmation as soon as practicable thereafter.

2.2 RESPONSE – After a Member Utility receives a request for assistance, its Authorized Representative evaluates whether resources are available to assist and informs the Requesting Utility as soon as possible if it is able and willing to provide assistance. Execution of this Agreement does not establish a duty to respond to a request for assistance. Each Member Utility shall retain absolute discretion as to determinations regarding its ability to respond and its decision whether to do so. If the Member Utility is able and willing to provide assistance, the Member Utility’s Authorized Representative responds with the type of available resources and the approximate arrival time that such assistance could be provided to the Requesting Utility.

2.3 EVENT AGREEMENT – To enter into an agreement to provide assistance, the Requesting Utility and the Assisting Utility shall communicate directly and enter into an Event Agreement, the form of which is provided in Exhibit B hereto.

2.4 AUTHORIZED REPRESENTATIVES – Upon execution of this Agreement, each Member Utility shall designate and notify the VA WARN Committee of one or more Authorized Representatives authorized to act on its behalf in requesting or agreeing to provide assistance under this Agreement. Each Member Utility shall notify the VA WARN Committee whenever a current Authorized Representative(s) is no longer authorized to act on its behalf and whenever it designates a new or additional Authorized Representative. All notices pursuant to this Paragraph shall be made in writing on a form provided by the VA WARN Committee, which shall include 24-hour access contact information and shall be signed on behalf of the Member Utility. If a Member Utility designates more than one person as an Authorized Representative, each Authorized Representative shall be considered fully authorized to act for the Member Utility in requesting or agreeing to provide assistance under this Agreement, and each Authorized Representative shall have the responsibility for expedient notification of the other Authorized Representative(s) within the Member Utility of requests for assistance that he has made or assistance he has agreed to provide on behalf of the Member Utility.

SECTION 3 – ROLE OF VA WARN COMMITTEE

The parties acknowledge and agree that the role of the VA WARN Committee, its individual members and any advisors is limited to the development and administrative support of VA WARN, on a voluntary basis and not as a party to this Agreement or as representative of any party hereto. While the VA WARN Committee may volunteer to assist the parties in coordinating requests for assistance or in other ways, this Agreement does not contemplate that the VA WARN Committee will be a required intermediary in arranging the details of assistance or reimbursement therefor and instead this Agreement contemplates that such arrangements will be arranged directly by and between Member Utilities. The VA WARN Committee, its members and any advisors assume no responsibility for this Agreement, for the delivery of assistance hereunder, or for any obligation incurred by any party hereto.

SECTION 4 – TERM AND WITHDRAWAL

4.1 TERM – This Agreement shall be in effect upon execution by two Member Utilities and subsequent acceptance and acknowledgment in writing as a member of VA WARN by the Chair of VA WARN Committee. This Agreement shall continue in full force and effect so long as there are at least two Member Utilities.

4.2 WITHDRAWAL – Any Member Utility may withdraw from this Agreement upon 30 days written notice. Withdrawal from this Agreement shall in no way affect a Requesting Utility’s obligation to reimburse an Assisting Utility for costs incurred pursuant to an Event Agreement, which obligation shall survive such withdrawal.

SECTION 5 – MODIFICATIONS AND ADMINISTRATIVE PROCEDURES

5.1 MODIFICATION OF THIS AGREEMENT – This Agreement may be modified upon agreement of the parties according to the following procedure. From time to time, the VA WARN Committee may recommend approval of a proposed modification, either on its own initiative or following its endorsement of a suggestion made by a Member Utility. Modification to this Agreement shall be made on the basis of receipt by the VA WARN Committee of the written approval of the proposed modification by at least two thirds of the parties hereto. The effective date of the modification shall be 90 days after the day on which notice is given to all Member Utilities of the receipt of such approval. All parties that have failed or declined to approve the proposed modification on or before the effective date shall be deemed to have withdrawn from this Agreement as of the effective date.

5.2 MODIFICATION OF FORM OF EVENT AGREEMENT – The form of Event Agreement attached as Exhibit B hereto shall be modified only by the same procedure provided in Paragraph 5.1 for modification of this Agreement.

5.3 ADMINISTRATIVE PROCEDURES – The VA WARN Committee may adopt such administrative procedures as it deems appropriate to facilitate implementation of VA WARN and this Agreement, either on its own initiative or following its endorsement of a suggestion made by a Member Utility. The adoption of such procedures shall not be deemed a modification of this Agreement or the Event Agreement and therefore shall not require approval under Paragraph 5.1 or Paragraph 5.2.

SECTION 6 – MISCELLANEOUS PROVISIONS

6.1 OTHER AGREEMENTS – The parties acknowledge and agree that any Member Utility may have entered into other mutual aid agreements, either with other Member Utilities or with third parties, which shall not be deemed to be amended, superseded or repealed by execution of this Agreement. This Agreement shall govern with respect to all actions expressly taken or made pursuant hereto. Nothing in this Agreement is intended to interfere with any party’s ability to request or provide

assistance under the Virginia Statewide Mutual Aid Program or the Emergency Management Assistance Compact.

6.2 INTERPRETATION – This Agreement shall be construed in accordance with and governed for all purposes by the laws of the Commonwealth of Virginia.

6.3 SEVERABILITY – Should any provision of this Agreement be held to be invalid, illegal or unenforceable by a court of competent jurisdiction, that fact shall not affect or invalidate any other provision, which shall remain in full force and effect.

6.4 ASSIGNMENT – This Agreement shall not be assigned or transferred by any party.

6.5 NO THIRD PARTY BENEFICIARIES – This Agreement is solely for the benefit of the Member Utilities who are parties hereto and shall not confer any rights or benefits on any other person or entity.

6.6 COUNTERPARTS – This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties further agree that a facsimile or scanned signature may substitute for and have the same legal effect as an original signature, and that any copy of this executed Agreement made by photocopy, facsimile, or scanner shall be considered an original.

6.7 AUTHORIZATION OF SIGNATURE – In the case of a locality, authority or district, the party represents and warrants that its execution of this Agreement is made by an individual authorized to do so by its governing body. In the case of a public service corporation, the party represents and warrants that its execution of this Agreement by the undersigned is duly authorized and validly performed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed in their names and on their behalf.

[SIGNATURE PAGES FOLLOW]

**VIRGINIA WATER AND WASTEWATER AGENCY RESPONSE NETWORK
MUTUAL AID AGREEMENT SIGNATURE PAGE**

MEMBER UTILITY

Utility Name: _____

Signature: _____

Signatory's Name (print): _____

Signatory's Title: _____

Date: _____

-- FOR USE BY VA WARN COMMITTEE ONLY --

**MEMBERSHIP ACCEPTANCE AND ACKNOWLEDGMENT
BY VA WARN COMMITTEE CHAIR**

Signature: _____

Signatory's Name (print): _____

Date: _____

**VA WARN MUTUAL AID AGREEMENT EXHIBIT A
ASSISTANCE REQUEST FORM**

VA WARN MUTUAL AID AGREEMENT EXHIBIT A

ASSISTANCE REQUEST FORM

| | | | |
|---|--|----------------------------|-----------------------------|
| Event Name: | | Requesting Utility: | |
| Date: | | | |
| Time: | | | |
| Requesting Utility Contact Name: | | | |
| Phone: | | E-mail: | |
| Description of Assistance Requested: | | | |
| Specific Resources Needed: | | | |
| Mobilization: | | | |
| Date Needed: | | Time needed: | Pick hrs: hrs |
| Demobilization: | | | |
| Release Date: | | Time needed: | Pick hrs: hrs |
| Deployment Considerations: | | | |
| | Work Location/Facilities: | | Pick One: |
| | Working Conditions | | Pick One: |
| | Living Conditions | | Pick One: |
| | Health & Safety Concerns: | | Pick One: |
| | Safety Concerns/Remarks: | | |
| | Additional Conditions Comments: | | |
| Requesting Utility Resource Coordination Contact | | Name/Title: | |
| Phone: | | E-mail: | |
| Staging Area: | | Location: | |
| | Address 1: | | |
| | Address 2: | | |
| City: | | State: | Zip: |
| Authorized Representative Name: | | | Date: |

**VA WARN MUTUAL AID AGREEMENT EXHIBIT B
EVENT AGREEMENT FORM**

VIRGINIA WATER AND WASTEWATER AGENCY RESPONSE NETWORK EVENT AGREEMENT

THIS EVENT AGREEMENT (this “Agreement”) is made and entered into by and between the undersigned Requesting Utility and Assisting Utility and shall be in effect as of the date of execution of the last signatory hereto.

BACKGROUND

A. The parties are Member Utilities of the statewide mutual aid network for water and wastewater utilities known as the Virginia Water and Wastewater Agency Response Network (“VA WARN”) and are signatories to the VA WARN Mutual Aid Agreement.

B. The undersigned Requesting Utility has requested assistance pursuant to the VA WARN Mutual Aid Agreement, and the undersigned Assisting Utility desires to assist the Requesting Utility as more fully set forth herein.

C. The VA WARN Committee has developed this form of agreement for use by VA WARN Member Utilities in agreeing to provide and accept assistance as needed to respond to a Utility Event.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein, the parties hereto agree as follows:

SECTION 1 – DEFINITIONS

Terms not specifically defined herein shall have the definitions provided in the VA WARN Mutual Aid Agreement to which the Requesting Utility and Assisting Utility are both parties.

SECTION 2 – SCOPE OF ASSISTANCE

To support the Requesting Utility’s response to a Utility Event, the Assisting Utility agrees to provide, and the Requesting Utility hereby accepts, assistance as set forth on Attachment A hereto. Such assistance is provided subject to the terms and conditions of this Agreement, including without limitation the Assisting Utility’s right to recall its personnel and resources in whole or in part and the Requesting Utility’s right to reduce or cancel the previously agreed upon Scope of Assistance pursuant to Paragraph 3.1 below.

SECTION 3 – PROCEDURES FOR PROVISION OF MUTUAL AID

3.1 SUPERVISION, CONTROL, AND RECALL – Personnel and other resources of the Assisting Utility shall remain under the supervision and control of the

Assisting Utility. The Assisting Utility shall coordinate with the Requesting Utility regarding response activities for assignment to the Assisting Utility's personnel. The Assisting Utility shall have the right and duty to refuse directions that it considers to be unsafe, contrary to law, or not in accordance with the Scope of Assistance at Attachment A hereto. The Assisting Utility's personnel and other resources shall remain subject to recall, in whole or in part, by the Assisting Utility at any time. The Assisting Utility shall provide at least twenty-four hours advance notice of intent to withdraw personnel or resources to the Requesting Utility, unless such notice is not practicable, in which case such notice as is practicable shall be provided. The Requesting Utility may at any time reduce the Scope of Assistance at Attachment A, including by reducing the Period of Assistance or the personnel or other resources requested; provided, however, that the Requesting Utility shall remain responsible for reimbursing the Assisting Utility pursuant to Section 4 for expenses incurred.

3.2. FOOD, HOUSING, AND SELF-SUFFICIENCY – Unless otherwise agreed, the Requesting Utility shall have the responsibility of providing food and housing for the personnel of the Assisting Utility from the time of their arrival at the designated location to the time of their departure.

3.3 COMMUNICATIONS – Unless otherwise agreed, the Requesting Utility shall have the responsibility for coordinating communications between the personnel of the Assisting Utility and the Requesting Utility and shall provide radio equipment as available and radio frequency information to facilitate such communications. The Assisting Utility shall be responsible for communications among its personnel regardless of the availability of radio equipment from the Requesting Utility.

3.4 RIGHTS AND PRIVILEGES – Unless otherwise provided by law, the Assisting Utility's officers, principals or employees retain the same privileges, immunities, rights, duties and benefits associated with their position with or employment by the Assisting Utility.

3.5 SUMMARY REPORT – Within ten days of the return of all personnel deployed under this Agreement, the Requesting Utility shall prepare a summary report of the event and provide a copy to the Assisting Utility. The report shall be in a format established by the VA WARN Committee or, if none, in the format used by the Virginia Department of Emergency Management, and shall include a chronology of events and description of personnel, equipment, materials and supplies provided.

SECTION 4 – REIMBURSABLE EXPENSES

The terms and conditions governing reimbursement for any assistance provided pursuant to this Agreement shall be in accordance with the following provisions and applicable VA WARN administrative procedures, unless otherwise agreed upon by the Requesting Utility and Assisting Utility and set forth in Attachment A hereto.

4.1 PERSONNEL – During the Period of Assistance, the Assisting Utility shall continue to pay its employees according to its normal policies. The Requesting Utility shall reimburse the Assisting Utility for all direct and indirect payroll costs (including overtime) and expenses (including travel expenses, benefits, costs of insuring for workers' compensation claims, and other expenses) incurred during the Period of Assistance, unless otherwise agreed and set forth by the parties in this Agreement.

4.2 EQUIPMENT – The Assisting Utility shall be reimbursed by the Requesting Utility for the use or damage (unless such damage is caused by gross negligence, or willful and wanton misconduct of the Assisting Utility's personnel) of its equipment during the Period of Assistance according to either a pre-established local or state hourly rate or according to the actual replacement, operation, and maintenance expenses incurred. For those instances in which some costs may be reimbursed by the Federal Emergency Management Agency, the eligible direct costs shall be determined in accordance with 44 CFR 206.228, or other regulations in effect at the time of the Utility Event. Each Utility shall maintain its own equipment in safe and operational condition. At the request of the Assisting Utility, fuels, miscellaneous supplies, and minor repairs may be provided by the Requesting Utility, if practical. If the equipment charges are based on a pre-established local or state hourly rate, then these charges to the Requesting Utility shall be reduced by the total value of the fuels, supplies, and repairs furnished by the Requesting Utility and by the amount of any insurance proceeds received by the Assisting Utility for damage to or loss of such equipment.

4.3 MATERIALS AND SUPPLIES – The Assisting Utility shall be reimbursed for all materials and supplies furnished by it and used or damaged during the Period of Assistance, except for the costs of equipment, fuel, maintenance materials, labor and supplies, which shall be included in the equipment rate established above, unless such damage is caused by gross negligence, or willful and wanton misconduct of the Assisting Utility's personnel. The measure of reimbursement shall be determined in accordance with 44 CFR 206.228 or other regulations in effect at the time of the Utility Event. In the alternative, the Utilities may mutually agree in writing that the Requesting Utility will replace, with like kind and quality as determined by the Assisting Utility, the materials and supplies used or damaged.

4.4 RECORD KEEPING – The Assisting Utility shall maintain records and submit invoices for reimbursement by the Requesting Utility in accordance with the Assisting Utility's existing policies and practices. The Requesting Utility may provide information, directions, and assistance for record keeping to the Assisting Utility personnel to facilitate future potential reimbursement to the Requesting Utility from the federal or State government.

4.5 PAYMENT – Unless otherwise mutually agreed in writing, the Assisting Utility shall invoice the Requesting Utility for all reimbursable expenses with an itemized statement as soon as practicable after the expenses are incurred, but not later than sixty (60) days after the Period of Assistance, unless the deadline for identifying damage or expenses is extended in accordance with applicable federal or State regulations. The

Requesting Utility shall pay the bill, or advise of any disputed items, not later than sixty (60) days following receipt of the invoice, unless the parties mutually agree in writing to a different time.

4.6 WAIVER OF REIMBURSEMENT – An Assisting Utility may elect to assume or donate, in whole or in part, the costs associated with any loss, damage, expense or use of the personnel or other resources provided by the Assisting Utility.

4.7 EFFECT OF WITHDRAWAL FROM VA WARN MUTUAL AID AGREEMENT – Withdrawal by either Utility from the VA WARN Mutual Aid Agreement shall in no way affect the obligations of the Utilities under this Event Agreement, including but not limited to the Requesting Utility’s obligation to reimburse the Assisting Utility for costs incurred pursuant to this Event Agreement.

SECTION 5 – INSURANCE

5.1 WORKERS’ COMPENSATION COVERAGE – Each Utility shall be responsible for its own actions and those of its employees and is responsible for complying with the Virginia Workers’ Compensation Act.

5.2 AUTOMOBILE LIABILITY COVERAGE – Each Utility shall be responsible for its own actions and is responsible for complying with the Virginia motor vehicle financial responsibility laws. Each Utility agrees to maintain automobile liability coverage in the amount of at least \$1,000,000 combined single limit and coverage for owned, non-owned, and hired vehicles, or maintain a comparable self-insurance program.

5.3 GENERAL LIABILITY, PUBLIC OFFICIALS LIABILITY, AND LAW ENFORCEMENT LIABILITY – To the extent permitted by law and without waiving sovereign immunity of governmental entities, each Utility shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions and the actions of its personnel pursuant to this Agreement. Each Utility agrees to obtain general liability and, in the case of governmental entities, public official’s liability and law enforcement liability insurance, if applicable, with minimum single limits of no less than one million dollars, or to maintain a comparable self-insurance program.

SECTION 6 – MISCELLANEOUS PROVISIONS

6.1 OTHER AGREEMENTS – The parties acknowledge and agree that either party may have entered into other mutual aid agreements, either with other Member Utilities or with third parties, which shall not be deemed to be amended, superseded or repealed by execution of this Agreement. This Agreement shall govern with respect to the Scope of Assistance set forth at Attachment A hereto. Nothing in this Agreement is intended to interfere with either party’s ability to request or provide assistance under the Virginia Statewide Mutual Aid Program or the Emergency Management Assistance Compact. In the event of a declaration of an emergency or

disaster, the parties may agree in writing to terminate this Event Agreement to enable an efficient response to be coordinated instead through the Statewide Mutual Aid Program and Emergency Management Assistance Compact, as appropriate.

6.2 INTERPRETATION – This Agreement shall be construed in accordance with and governed for all purposes by the laws of the Commonwealth of Virginia and shall be interpreted as if it were mutually drafted by the parties.

6.3 SEVERABILITY – Should any provision of this Agreement be held to be invalid, illegal or unenforceable by a court of competent jurisdiction, that fact shall not affect or invalidate any other provision, which shall remain in full force and effect. It is the intent of the parties to this Agreement, and the parties agree, that in lieu of any provision of this Agreement that is illegal, invalid or unenforceable, the parties in good faith shall supply as part of this Agreement a legal, valid and enforceable provision as similar to such illegal, invalid or unenforceable term or provision as may be possible.

6.4 ASSIGNMENT – This Agreement shall not be assigned or transferred by any party without the written consent of the other party hereto.

6.5 NO THIRD PARTY BENEFICIARIES – This Agreement is solely for the benefit of the parties hereto and their permitted successors and assignees and shall not confer any rights or benefits on any other person or entity.

6.6 COUNTERPARTS – This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties further agree that a facsimile or scanned signature may substitute for and have the same legal effect as an original signature, and that any copy of this executed Agreement made by photocopy, facsimile, or scanner shall be considered an original.

6.7 AUTHORIZATION OF SIGNATURE – In the case of a locality, authority or district, the party represents and warrants that its execution of this Agreement is made by an individual authorized to do so by its governing body. In the case of a public service corporation, the party represents and warrants that its execution of this Agreement by the undersigned is duly authorized and validly performed.

NOW, THEREFORE, in consideration of the covenants and obligations set forth in this Agreement, the parties have caused the execution of this Agreement.

[SIGNATURE PAGE FOLLOWS]

**VIRGINIA WATER AND WASTEWATER AGENCY RESPONSE NETWORK
EVENT AGREEMENT SIGNATURE PAGE**

REQUESTING UTILITY

Utility Name: _____

Authorized Representative's Signature: _____

Authorized Representative's Name (print): _____

Authorized Representative's Title: _____

Date: _____

ASSISTING UTILITY

Utility Name: _____

Authorized Representative's Signature: _____

Authorized Representative's Name (print): _____

Authorized Representative's Title: _____

Date: _____

VA WARN EVENT AGREEMENT ATTACHMENT A

SCOPE OF ASSISTANCE

This form is used by the Assisting Utility to respond to request for assistance by a Requesting Utility. Upon acceptance by the Requesting Utility, this form, either as originally submitted by the Assisting Utility or as revised by the parties prior to the Requesting Utility's acceptance, as appropriate, is attached to the Event Agreement to define the Scope of Assistance. The Assisting Utility reserves the right to recall its personnel and resources, and the Requesting Utility reserves the right to reduce the Scope of Assistance, as provided in Paragraph 3.1 of the Event Agreement.

| | | | | | |
|---|------------------------|--|---------------------|------------------|------------|
| Assisting Utility: | | | | | |
| Assisting Utility Authorized Representative: | | | | Date: | |
| Requesting Utility: | | | Date: | | |
| Event Name: | | | Time: | | |
| Requesting Utility Contact Name: | | | | | |
| | Phone: | | E-mail: | | |
| Description of Assistance Offered: | | | | | |
| Specific Resources Available: | | | | | |
| Assisting Utility Resource Coordination Contact: | | | | | |
| | Phone: | | E-mail: | | |
| Mobilization: | | | | | |
| | Date Available: | | Time needed: | Pick hrs: | hrs |
| Demobilization: | | | | | |
| | Date Released: | | Time needed: | Pick hrs: | hrs |

| | | | |
|--|---------------------|--|---------------|
| COST ESTIMATE (details below): | | | |
| Total Cost Estimate: | | Total Cost Estimate (Total from Excel sheet): | \$0.00 |
| Total Travel Costs: | | | |
| | | | \$0.00 |
| # of fuel consuming equipment: | | # of non-fuel consuming equipment: | |
| Travel Costs: | | | |
| Personal Vehicle: | | Vehicle Rental/Fuel/Mileage: | |
| Governmental Vehicle Costs: | | Air Travel: | |
| Meals/tips: | | Lodging: | |
| Notes/Comments: | | | |
| | | | |
| Total Equipment Costs: | | | \$0.00 |
| Equipment Costs (insert lines as needed): | | | |
| | Description: | | Cost: |
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| Total Commodity (Materials & Supplies) Costs: | | | \$0.00 |
| Commodity Costs (insert lines as needed): | | | |
| | Description: | | Cost: |
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| Total Other Costs: | | | \$0.00 |
| Other Costs (insert lines as needed): | | | |
| | Description: | | Cost: |
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |



Powhatan County Board of Supervisors Agenda Item

Meeting Date: April 27, 2020

Agenda Item Title: Authorize the County Administrator to execute a Deed of Sublease for Communications Antenna Site with the State of Virginia, Bureau of Real Estate Services.

Motion: Approve R-2020-27 authorizing the County Administrator to execute a Deed of Sublease for Communications Antenna Site with the State of Virginia, Bureau of Real Estate Services.

Dates Previously Considered by Board: n/a

Summary of Item: On May 2, 2016, The Powhatan County Board Supervisors approved Resolution R-2016-25, which adopted the Fiscal Year 2016 Powhatan Operating Budget Capital Improvement Plan that appropriated in part \$10,270,000 for Next generation LMR and new Radio Towers system. On March 25, 2019 Powhatan County Board of Supervisors authorized County Administrator to execution of a contract with L3Harris for the construction of Land Mobile Radio (LMR) system. This motion item authorizes County Administrator to execute this Sublease with the State of Virginia for the Antenna Site for the tower located at 3834 Old Buckingham Road Powhatan Virginia. The Sublease with State of Virginia provides the County tower and shelter space at no charge for our new P-25 LMR equipment.

Staff: Approve Disapprove See Comments

Commission/Board: Approve Disapprove See Comments

County Administrator: Approve Disapprove See Comments

Comments: None

Budget/Fiscal Impact: None

Attachments: Lease Agreement

Staff/Contact: Thomas Nolan, Director of the Powhatan Public Safety, 804-598-5656;
tnolan@powhatanva.gov

**RESOLUTION
AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A DEED OF
SUBLEASE FOR COMMUNICATIONS ANTENNA SITE WITH THE STATE OF
VIRGINIA, BUREAU OF REAL ESTATE SERVICES**

WHEREAS, On May 2, 2016, The Powhatan County Board Supervisors approved Resolution R-2016-25, which adopted the Fiscal Year 2016 Powhatan Operating Budget Capital Improvement Plan that appropriated in part \$10,270,000 for Next generation LMR and new Radio Towers system; and

WHEREAS, On March 25, 2019 Powhatan County Board of Supervisors authorized County Administrator to execution of a contract with L3Harris for the construction of Land Mobile Radio (LMR) system; and

WHEREAS, implementation of the LMR system requires tower and shelter space for new P-25 LMR equipment;

NOW, THEREFORE, BE IT RESOLVED that the County Administrator is authorized to execute a Sublease with the State of Virginia for the Antenna Site for the tower located at 3834 Old Buckingham Road Powhatan Virginia as attached (Exhibit A).

ADOPTED BY THE POWHATAN COUNTY BOARD OF SUPERVISORS ON APRIL 27, 2020.

**David T. Williams, Chairman
Powhatan County Board of Supervisors**

ATTEST:

**Bret Schardein, Interim Clerk
Powhatan County Board of Supervisors**

Recorded Vote:

| | |
|--------------------------|--|
| <i>David T. Williams</i> | |
| <i>Larry J. Nordvig</i> | |
| <i>Michael W. Byerly</i> | |
| <i>Bill L. Cox</i> | |
| <i>Karin M. Carmack</i> | |

**DEED OF SUBLEASE
FOR COMMUNICATIONS ANTENNA SITE
3834 Old Buckingham Road (a/k/a 3836 Old Buckingham Road), Powhatan, Virginia**

**ARTICLE I
Basic Sublease Provisions; Exhibits and Diagrams**

1.01 Basic Sublease Provisions. The following constitute the basic terms and provisions of this Deed of Sublease (this “Sublease”):

It is understood and agreed that this Sublease shall not be binding upon Sublandlord unless and until Sublandlord obtains the written recommendation of the Department of General Services (“DGS”), the written approval of the Governor of the Commonwealth, and the approval by the Office of the Attorney General of Virginia (“OAG”) as to the form of this Sublease as required by § 2.2-1151(B) of the Virginia Code.

Sublease Date _____, 20__

Landlord BOARD OF SUPERVISORS OF POWHATAN COUNTY,
VIRGINIA, a political subdivision and a body politic and corporate of
the Commonwealth of Virginia
Post Office Box 219
Powhatan, Virginia 23139
Attention: Powhatan County Administrator

Sublandlord COMMONWEALTH OF VIRGINIA,
DEPARTMENT OF STATE POLICE
7700 Midlothian Turnpike
Richmond, Virginia 23261
Attention: Capital Outlay Program Director

with a copy to:

Department of General Services
Bureau of Real Estate Services
1100 East Bank Street, 3rd Floor
Richmond, Virginia 23219
Attention: Director, Bureau of Real Estate Services

Subtenant BOARD OF SUPERVISORS OF POWHATAN COUNTY,
VIRGINIA, a political subdivision and a body politic and corporate of
the Commonwealth of Virginia
3834 Old Buckingham Road
Powhatan, Virginia 23139
Attention: Powhatan County Administrator

Term The Initial Term or any Renewal Term, as applicable.

Initial Term Five (5) years beginning on the Commencement Date and ending on

the day immediately preceding the fifth (5th) anniversary of the Commencement Date (the “**Termination Date**”).

| | |
|---------------------------|---|
| Renewal Term | Unless terminated pursuant to the terms of this Sublease, this Sublease shall automatically renew from year to year following the expiration of the Initial Term and any Renewal Term, as applicable. |
| Base Rent | \$0.00, subject to Section 2.04. |
| Additional Rent | Any additional sum, including without limitation any sum assessed under Sections 5.01 and 7.01, owed by Subtenant to Sublandlord under this Sublease. Throughout this Sublease, “ Rent ” shall mean collectively the Base Rent and the Additional Rent. |
| Tower | The communications tower owned by Sublandlord, located on the Tower Site, and more particularly shown and designated as “VSP TOWER” on the Tower Elevation (defined below). |
| Tower Site | The site located on the Real Property, shown on the Site Plan (defined below) as the area bounded by the “Existing Chainlink Fence (Typ).” |
| County Property | The real property acquired by Landlord pursuant to instrument dated August 7, 1978, of record in the Clerk’s Office of the Circuit Court of the County of Powhatan, Virginia, (the “ Clerk’s Office ”) in Deed Book 140, Page 440, and identified as Tax Parcel ID number 026B3-1-16G among the land records of the County of Powhatan. |
| Master Lease | The Deed of Lease L-156-L0078 between Landlord and Sublandlord, dated May 8, 1996, and recorded in the Clerk’s Office in Deed Book 315, Page 608, wherein Landlord leased the Real Property to Sublandlord, a copy of which Master Lease is attached hereto as Exhibit A . |
| Real Property | The real property consisting of that portion of those portions of the County Property leased to Sublandlord pursuant to the Master Lease, designated as “60’x65’ Easement for Tower” and “Var. Width Access Easement” on that certain plat attached to the Master Lease entitled “PLAT SHOWING VARIOUS EASEMENTS ACROSS THE PROPERTY OF THE COUNTY OF POWHATAN,” dated April 18, 1996, and prepared by Woodrow K. Cofer, Inc., CLS, (the “ Master Lease Plat ”), a copy of which Master Lease Plat is attached hereto as Exhibit B . The Subleased Premises, the Tower, the Tower Site, the Utility Sites, the Access Sites, and the Parking Site (collectively with the Real Property, the “ Property ”) are part of the County Property. |
| Subleased Premises | The Subleased Premises shall consist of the Antenna Site . |
| Antenna Site | Those portion(s) of the Tower located between one hundred sixty six feet (166’) and one hundred seventy four feet (174’), and centered at one hundred seventy feet (170’) above ground level on Leg C of the Tower, between one hundred forty four feet (144’) and one hundred |

fifty two feet (152'), and centered at one hundred forty eight feet (148') above ground level on Leg C of the Tower, between one hundred forty eight feet (148') and one hundred sixty two feet (162'), and centered at one hundred fifty five feet (155') above ground level on Leg B of the Tower, and between two hundred sixty four feet (264') and two hundred seventy feet (270'), and centered at two hundred sixty seven feet (267') above ground level on Leg C of the Tower, as shown and identified on the Tower Elevation as “(1) MICROWAVE ANTENNA,” “(2) MICROWAVE ANTENNA,” “(3) MICROWAVE ANTENNA,” and “(4) MICROWAVE ANTENNA.”

| | |
|-------------------------------|--|
| Equipment Site | The space depicted as “MW RACK” on the Equipment Plan (defined below), located in Sublandlord’s equipment building on the Tower site, which is shown and identified on the Site Plan as the “EXISTING EQUIPMENT SHELTER (OTHER CARRIER).” |
| Utility Sites | The location(s) on the Tower Site over, upon, or under which the Utility Lines will be located, as shown on the Construction Plans. |
| Access Sites | The location on the Real Property identified as “VAR. WIDTH ACCESS EASEMENT” on the Master Lease Plat. |
| Parking Sites | The marked parking spaces on the Real Property that are located in front of the fence surrounding the Tower Site. |
| Site Plan | Site Plan Sheet C2 entitled “Site Plan,” by Velocitel, dated June 27, 2014, attached as Exhibit C . |
| Tower Elevation | VSP – Tower Page 2 of 8 entitled “Powhatan P25 Phase 2 Simulcast Radio System,” by MFB of L3Harris, dated December 19, 2019, attached as Exhibit D . |
| Equipment Plan | VSP Shelter Layout Page 1 of 8 entitled “Powhatan P25 Phase 2 Simulcast Radio System,” by MFB of L3Harris, dated December 19, 2019, attached as Exhibit E . |
| Subtenant’s Use | Subtenant’s use of the Property, in accordance with Virginia Code § 2.2-1151(A)(3), or its successor statute, for the purposes of constructing, installing, operating, maintaining and repairing a radio/telecommunications site or facility for the reception and transmission of radiofrequency signals and the providing of related services, for public safety purposes. |
| Construction Plans | The plan sets prepared by Subtenant and approved by Sublandlord, as required by this Sublease, depicting and locating the Subtenant Improvements and any design features required by the Sublandlord on the Real Property. |
| Subtenant Improvements | The Antenna(s), Ground Equipment, and Utility Lines constructed and to be constructed by Subtenant on the Property, as well as any subsequent replacements, modifications, or additions thereto. |

Subtenant shall show the locations of all Subtenant Improvements on the Real Property and clearly identify all Subtenant Improvements on the Construction Plans and As Built Plans (defined below).

Antenna(s) Subtenant’s equipment affixed to the Tower or the Ground Equipment for the transmission and reception of radiofrequency signals, including without limitation, that equipment consisting of two (2) VHLP6-6WA (TR), one (1) VHLP2-18 (TR) and one (1) VHLP3-6WA (DR) microwave antennas and associated appurtenances and cabling within the Antenna Sites.

Ground Equipment Subtenant’s equipment shelter or cabinet and all equipment necessary to service the Antenna(s), including any equipment installed by Subtenant in the Equipment Site.

Utility Lines Overhead and/or underground fiber, communications, electrical, and gas lines, cables, conduits, meters, and related equipment installed by Subtenant on the Real Property.

Approvals The necessary federal, state, and local approvals, licenses, certificates, and permits, including building permits, so as to permit construction, installation and operation of the Subtenant Improvements for Subtenant’s Use, including without limitation any and all approvals required by the Department of General Services (“DGS”), Division of Engineering & Buildings (“DEB”).

Commencement Date The date set forth in the Certificate of Commencement Date.

Commonwealth The Commonwealth of Virginia.

FCC The Federal Communications Commission, an independent United States government agency.

Virginia Code The Code of Virginia (1950), as amended.

DGS Fees The fees of DEB and the DGS, Division of Real Estate and Facilities Management applicable to this Sublease and the transactions contemplated thereby, which shall be paid by Subtenant.

1.02 Basic Terms. Each capitalized term shall have the meaning set forth in Section 1.01 of this Sublease. If a conflict exists between Section 1.01 of this Sublease and remaining provisions, the remaining provisions will control.

1.03 Exhibits and Diagrams. The following Exhibits are incorporated into the terms of this Sublease and are incorporated by reference:

- Exhibits:
A Master Lease
B Master Lease Plat
C Site Plan
D Tower Elevation Plan

- E Equipment Plan
- F Subtenant Certification of Approvals
- G Certificate of Commencement Date
- H Rules and Regulations

ARTICLE II
Tenancy and Rights; Payment of Rent; Commencement Date

2.01 Tenancy. Sublandlord hereby Subleases the Subleased Premises to Subtenant for the Term subject to the terms and conditions of this Sublease.

2.02 Access, Parking, and Emergency Access Rights.

(a) Grant of Rights. To the extent allowed by the Master Lease, Sublandlord hereby grants to Subtenant the non-exclusive right (i) of ingress and egress to and from the Subleased Premises, the Equipment Site, and the Utility Sites on, over, and across the Access Sites, Parking Sites, Tower Site, and Tower and (ii) to park motor vehicles within only the Parking Sites. Exercise of such rights shall be restricted to the normal business hours of Sublandlord, unless otherwise approved in writing by Sublandlord, such approval not to be unreasonably withheld, conditioned, or delayed.

(b) Emergency Access. To the extent allowed by the Master Lease, from the Commencement Date, Subtenant shall have the additional right to access the Subleased Premises, the Equipment Site, and Utility Sites twenty-four (24) hours a day, seven (7) days a week, for purposes of emergency maintenance, repairs, and adjustments to the Subtenant Improvements.

(c) Relocation of Access Sites. The parties recognize that, in accordance with the Master Lease, Landlord may relocate the Access Sites at its sole cost and expense, as long as such relocated Access Sites continue to provide vehicular and pedestrian access to and from a public road. Upon Landlord's relocation of any Access Sites, "Access Sites" as used in this Sublease shall be deemed to refer to the relocated Access Sites.

2.03 Utility Lines Rights; Equipment Site Rights. Sublandlord hereby grants to Subtenant the non-exclusive right to install, operate, maintain, and repair Utility Lines in the Utility Sites. Sublandlord hereby grants to Subtenant the non-exclusive right to install equipment, approved by Sublandlord, in the Equipment Site, in specific locations approved by Sublandlord.

2.04 Payment of Rent.

(a) Payable Monthly. Rent under this Sublease is due and payable monthly, in advance, beginning on the Commencement Date, and shall be due and payable each month thereafter, in advance, on the first day of each ensuing month during the Term. Rent shall be payable at the address of Sublandlord set forth in Section 1.01 or such other address specified in a notice given in accordance with Section 10.04. Rent payments will be applied first to all past due balances of Rent and other charges due under this Sublease and the remaining portion, if any, shall be applied to current Rent.

(b) Failure to Pay. If a monthly installment of Rent or any payment of Additional Rent is not paid within five (5) days of the due date, the Subtenant shall pay as further additional Rent a late fee of ten percent (10%) of such Rent installment or Additional Rent, as applicable, which the parties hereto agree is a reasonable late fee. Without limiting the foregoing, if Subtenant fails to pay any Rent installment or Additional Rent by its due date, such failure constitutes a breach and Sublandlord may notify Subtenant of such breach and exercise its remedies pursuant to Sections 7.01(a) and 7.01(b).

(c) Public Safety Use. In consideration that Subtenant shall use the Subleased Premises, Equipment Site, and Utility Sites solely for public safety (fire, rescue and law enforcement) purposes, Subtenant may use the Subleased Premises, Equipment Site, and Utility Sites without charge. If Subtenant desires to use the Subleased Premises, Equipment Site, and Utility Sites for other than public safety purposes, Subtenant must enter into a sublease amendment with Sublandlord, which amendment may include the payment of monetary Base Rent.

2.05 Approvals; Submission of Construction Plans; Commencement Date.

(a) Approvals. Upon the execution of this Sublease, Subtenant shall apply for the Approvals, the cost of which shall be paid by Subtenant. To the extent legally permissible, but with no obligation to expend funds of the Commonwealth, Sublandlord will cooperate with Subtenant in obtaining the Approvals.

(b) Submission of Construction Plans. Upon the execution of this Sublease, Subtenant shall submit Construction Plans to Sublandlord. Sublandlord shall review the Construction Plans and, in Sublandlord's sole judgment, may approve the Construction Plans or notify Subtenant of changes to the Construction Plans required by Sublandlord.

(c) Commencement Date. Within one (1) year from the Sublease Date, if (i) the Approvals are obtained and (ii) Sublandlord has approved the Construction Plans in writing, then Subtenant shall send Sublandlord a written request in the form of **Exhibit F** (the "**Subtenant Certification of Approvals**") requesting commencement of this Sublease. Upon receipt and review of the Subtenant Certification of Approvals, but no later than ten (10) business days after Sublandlord's receipt of the Subtenant Certification of Approvals, Sublandlord shall send Subtenant a certificate of commencement date in the form of **Exhibit G** (the "**Certificate of Commencement Date**") with the commencement date being the date of the Subtenant Certification of Approvals, which Certificate of Commencement Date shall be signed by Subtenant and returned to Sublandlord within five (5) business days of Subtenant's receipt thereof.

(d) Termination for Lack of Approvals or Unapproved Construction Plans. Within one (1) year from the Sublease Date, if the Approvals are not obtained or Sublandlord has not approved the Construction Plans in writing, then either party hereto may terminate this Sublease by giving written notice thereof to the other party. If this Sublease is terminated pursuant to the preceding sentence, Subtenant shall restore the portion(s) of the Property disturbed by Subtenant to their condition as of the Sublease Date, including, but not limited to grading, landscaping, and reseeded, ordinary wear and tear excepted.

2.06 The Master Lease.

(a) Subtenant Subject to Master Lease. Notwithstanding any other provision of this Sublease, Subtenant is subject to the terms and conditions of the Master Lease. Subtenant covenants that it will neither take, nor fail to take, any action that would cause Sublandlord or the Commonwealth to be in violation of its obligations under the Master Lease.

(b) Landlord's Actions Not a Breach of this Sublease. Any action taken by Landlord pursuant to the Master Lease shall not be deemed a breach of this Sublease by Sublandlord.

(c) Obligations Under the Master Lease. Subtenant assumes the obligations of Sublandlord under Section 7 of the Master Lease, to the extent such obligations relate to the Subtenant Improvements or Subtenant's Use.

(d) Landlord Consent. By entering into this Sublease as Subtenant, Landlord is deemed to have consented to this Sublease pursuant to Section 8 of the Master Lease.

(e) Access to the Real Property. Notwithstanding anything to the contrary in the Master Lease, Subtenant (as Landlord under the Master Lease) hereby covenants and guarantees: (i) that Sublandlord shall – at all times during the term of the Master Lease – have use of the area identified on the Master Lease Plat as “60’ ACCESS EASEMENT DB. 201 PG 710” (the “**60’ Access Easement**”) and to grant third parties the right to use the 60’ Access Easement; (ii) that it shall take any action necessary to ensure that Sublandlord has the right to use the 60’ Access Easement and to grant third parties the right to use the 60’ Access Easement; and (iii) that it shall allow Sublandlord and other users of the Tower to access the Real Property via other routes on the County Property if the 60’ Access Easement becomes unusable by Sublandlord or other users of the Tower for any reason.

2.07 County Property. Nothing herein shall be construed as granting Subtenant any rights to enter, operate, or build upon any portion of the County Property that is not a part of the Real Property, as defined in Article 1, above.

ARTICLE III **Construction and Installation of Subtenant Improvements**

3.01 Site Examinations. Immediately upon full execution of this Sublease, Subtenant is authorized to conduct site examinations, soil borings, geotechnical, and engineering studies, and communications testing (the “**Studies**”) to evaluate the feasibility of the Subleased Premises for Subtenant's Use. Subtenant shall promptly provide Sublandlord copies of all Studies performed. Subtenant shall pay the cost of any Study that may be necessary or required under this Sublease or the Master Lease, by Sublandlord, or by DGS.

3.02 Construction Commencement. Subtenant shall not commence any construction or installation of the Subtenant Improvements prior to the Commencement Date. Subtenant shall undertake all construction only pursuant to the then-current Construction Plans approved in writing by Sublandlord. Subtenant shall undertake and pursue with due diligence all construction and operation that is authorized under the Master Lease.

3.03 Construction Plans.

(a) General Requirements. All Construction Plans shall be prepared, approved, and certified by a professional engineer licensed by the Virginia Department of Professional and Occupational Regulation and shall meet all applicable laws, rules, regulations, and industry standards. All of the Subtenant Improvements shall be clearly located and identified on the Construction Plans.

(b) Deviation from Construction Plans. If, during the course of Subtenant's construction, construction must deviate from the then-approved Construction Plans, Subtenant shall submit revised Construction Plans to Sublandlord. Subtenant must receive Sublandlord's written approval of such revised Construction Plans prior to undertaking any construction as reflected thereon. If, in Sublandlord's sole judgment, any such revised Construction Plans show different work from work

previously approved by Sublandlord (including, without limitation, the installation of more or different Subtenant Improvements or the construction of Subtenant Improvements outside of the Subleased Premises or then-designated Utility Sites or Equipment Site), Sublandlord may withhold approval of the revised Construction Plans pending the execution of an amendment to this Sublease, which amendment may include an increase to the Rent.

(c) As Built Plans. Following completion of the construction and installation of the Subtenant Improvements, Subtenant shall provide to Sublandlord a set of “as built” plans and specifications locating the Subtenant Improvements on the Real Property (the “**As Built Plans**”).

(d) No Liability. Notwithstanding the review or approval of any Construction Plans, neither Sublandlord nor the Commonwealth, nor their officers, agents, volunteers, nor employees, shall be responsible or liable for any design, engineering, structural, or construction defects or deficiencies relating to any of the Subtenant Improvements.

3.04 Inability to Obtain Approvals. If this Sublease is terminated pursuant to Section 2.05(d), the obligation to pay Rent, if the Commencement Date occurred prior to such termination, shall remain in effect until such termination.

3.05 Replacements, Modifications, and Additions. If, at any time, Subtenant desires to replace, modify, or add to the then-installed Subtenant Improvements in any manner that deviates from the then-current As Built Plans, then prior to undertaking such replacement, modification, or addition, Subtenant must (i) provide Sublandlord with new Construction Plans, (ii) obtain Sublandlord’s written approval of such new Construction Plans, (iii) obtain any necessary Approvals, and (iv) certify to Sublandlord that Subtenant has obtained all necessary Approvals and provide copies of such Approvals to Sublandlord. If, in Sublandlord’s sole judgment, any such new Construction Plans show different work from work previously approved by Sublandlord (including, without limitation, the installation of more or different Subtenant Improvements or the construction of Subtenant Improvements outside of the Subleased Premises or then-designated Utility Sites or Equipment Site), Sublandlord may withhold approval of the new Construction Plans pending the execution of an amendment to this Sublease, which amendment may include an increase to the Rent.

(b) Compliance with Master Lease. Subtenant shall undertake all construction in compliance with the Master Lease.

(c) Fees. Subtenant shall reimburse Sublandlord for any and all fees incurred by Sublandlord for, or in any way related to, Subtenant’s construction or replacement, modification, or addition to Subtenant Improvements on the Property.

(d) New As Built Plans. Following completion of any Subtenant construction, replacement, modification, or addition, Subtenant shall provide to Sublandlord and Landlord a new set of As Built Plans.

3.06 Harmful Interference.

(a) Harmful Interference. Subtenant shall only install, maintain, and operate Subtenant Improvements of a type and frequency that will not cause “Harmful Interference” (as defined by the FCC) to the operation of any other radio frequency user(s) of the Property, including but not limited to the Sublandlord or any agency or entity thereof, (the “**Other Users**”), as long as the Other Users operate and continue to operate within their respective Frequencies (the “**Other Frequencies**”) and in accordance with all applicable laws and regulations.

(b) Correcting Harmful Interference. In the event any Subtenant Improvements cause Harmful Interference with any Other Frequency, Subtenant shall take all steps necessary to correct and eliminate the Harmful Interference, in a manner consistent with applicable government law, rules and regulations, upon receipt of written notification of the Harmful Interference. If the Harmful Interference is not corrected within fifteen (15) days of receipt of notification (or such time as reasonably may be required with the exercise of due diligence, provided such corrections are begun within said fifteen (15) days), Subtenant will cease operation of the Subtenant Improvements causing the Harmful Interference except for intermittent testing until such Harmful Interference is corrected and eliminated; provided, however, that Harmful Interference to Emergency Services shall be governed exclusively by subparagraph (e) of Section 3.06.

(c) Subsequent Subleases and Modifications to Existing Subleases. If Sublandlord grants a communications Sublease to any other person or entity after the Sublease Date, it will not permit operations under such Sublease that would cause Harmful Interference with the Subtenant Improvements or Subtenant's Use existing as of the date of such Sublease. Additionally, Sublandlord shall not permit any Other Users to install equipment after the Sublease Date that would cause Harmful Interference with the Subtenant Improvements or Subtenant's Use.

(d) Subleases, Assignments. Notwithstanding the provisions of the Master Lease, if Subtenant assigns or subleases space to any other person or entity pursuant to Section 10.03 of this Sublease, Subtenant will not permit operations under such assignment or sublease that would cause Harmful Interference with any Other Frequencies that are operational as of the date of the assignment or sublease or any use on the Property as of the date of the assignment or sublease.

(e) Interference with Emergency Services. If the Subtenant Improvements, or changes thereto, or the equipment or changes of any assignee or subtenant of Subtenant, cause Harmful Interference with communications or related equipment for law enforcement, fire services, or other emergency services operating from the Property, whether or not such emergency communications or the related equipment exists on the Sublease Date, then, upon receipt of written notification thereof, Subtenant agrees it will immediately take all steps necessary to correct and eliminate the Harmful Interference, in a manner consistent with applicable law, rules, and regulations. In the event such Harmful Interference cannot be eliminated within seventy-two (72) hours from the date/time of notification being received, then Subtenant shall cease those operations causing the Harmful Interference until the cause is corrected or until the source of such Harmful Interference is removed.

(f) Harmful Interference due to Modification of Subtenant Improvements. Subtenant shall not, at any time, modify or replace the Subtenant Improvements in any way that results in Harmful Interference with Other Frequencies or emergency services. If any modifications or replacements to Subtenant Improvements results in Harmful Interference with Other Frequencies or emergency services, Subtenant's obligations under this Section 3.06 to correct or cease the Harmful Interference shall apply to the modified or replacement Subtenant Improvements.

3.07 Structural Analysis by Subtenant; Repairs and Enhancements.

(a) Structural Analysis. As required under the structural standard for antenna supporting structures and antenna, ANSI/TIA-222-G, Subtenant at its expense shall provide a structural analysis of the Tower prepared, approved, and certified by a professional structural engineer licensed by the Virginia Department of Professional and Occupational Regulation and that meets all applicable laws, rules, regulations, and industry standards, certifying (i) that the Tower and any required improvements and reinforcements have sufficient capacity to support all existing and proposed antennas, supports, and

appurtenances, including Subtenant's Improvements, and (ii) that the Tower and Subtenant's Improvements comply with the current state building code and EIA/TIA criteria.

(b) Repairs and Enhancements. Subtenant acknowledges that certain repairs and enhancements must be made to the Tower (the "**Preliminary Repairs and Enhancements**"). Subtenant, at its cost, shall complete the Preliminary Repairs and Enhancements, pursuant to a separate agreement. Prior to undertaking the Preliminary Repairs and Enhancements, Subtenant must (i) provide Sublandlord with new Construction Plans, (ii) obtain Sublandlord's written approval of such new Construction Plans, (iii) obtain any necessary Approvals, and (iv) certify to Sublandlord that Subtenant has obtained all necessary Approvals and provide copies of such Approvals to Sublandlord.

(c) Costs of Repairs and Enhancements; Compliance; Other Repairs. Any work that Subtenant undertakes to complete the Preliminary Repairs and Enhancements shall be made at Subtenant's sole expense in a good and workmanlike manner and in compliance with all applicable laws, rules and regulations. Repair workers shall be properly trained. If, during construction or repair Subtenant damages or destroys any property of Landlord, Sublandlord or property of any other party, Subtenant shall give notice thereof to Sublandlord immediately and, upon Sublandlord's request, promptly repair or restore such damaged property at Subtenant's sole expense. Subtenant shall also repair any damage to the Property that results from the construction or repair of the Tower activities by Subtenant on the Property, either during the Term or upon termination.

ARTICLE IV

Maintenance and Repairs; Casualty Events; Security and Utilities; Taxes

4.01 Maintenance and Repair.

(a) By Subtenant. Subtenant, at Subtenant's sole expense, shall maintain the Subtenant Improvements in a good and safe condition and in working order. At any time, Subtenant may perform maintenance to the Subtenant Improvements, including any necessary replacement with, in all respects, like-for-like equipment, such that, following any such replacement and maintenance, the Subtenant Improvements remain the same as shown on the then-current As Built Plans. All maintenance and repair work shall be done in a good and workmanlike manner and in compliance with all applicable laws, rules and regulations. Maintenance and repair workers shall be properly trained. If, during installation, maintenance, repair, or operation Subtenant damages or destroys any property of Landlord, Sublandlord or property of any other party, Subtenant shall give notice thereof to Sublandlord immediately and, upon Sublandlord's request, promptly repair or restore such damaged property at Subtenant's sole expense. Subtenant shall also repair any damage to the Property or any improvements thereon that results from the removal or reconfiguration of the Subtenant Improvements or Subtenant's activities on the Property, either during the Term or upon termination. To the extent that the Master Lease may be construed to require Sublandlord to maintain and repair the Subtenant Improvements, Subtenant explicitly assumes any such repair obligations of Sublandlord under the Master Lease.

(b) By Sublandlord. Notwithstanding any provision of the Master Lease, Sublandlord shall not be responsible for maintaining or repairing any of the Subtenant Improvements or improvements for which other tenants or any subtenants of the Property are responsible for maintenance and repair. Notwithstanding the foregoing, if Sublandlord damages any of the Subtenant Improvements, Sublandlord shall repair such damage or be responsible for the reasonable costs incurred by Subtenant to make such repairs. If Sublandlord fails to make such repairs within ten (10) days, or in the case of repairs that require longer than ten (10) days to complete, if Sublandlord fails to begin to make such repairs within thirty (30) days, Subtenant shall have the right to terminate this Sublease with ninety (90) days prior written notice.

4.02 Casualty Event.

(a) Election to not Repair; Temporary Facilities. In the event of any casualty that causes damage to the Tower or the Tower Site, Sublandlord may elect to not repair the Tower or Tower Site. If such event of casualty causes structural damage to the Tower or Tower Site that Sublandlord elects to not repair the Tower or Tower Site, this Sublease shall immediately terminate effective as of the date of the casualty. If Sublandlord elects to not repair the Tower or Tower Site, Subtenant may send a written request to Sublandlord and DGS requesting that Subtenant be permitted to place temporary transmission and reception facilities (“**Temporary Facilities**”) on the Real Property. Subject to Subtenant obtaining any required Approvals, Sublandlord, at its discretion, may permit Subtenant to place Temporary Facilities on the Real Property until such time as Subtenant is able to activate a replacement transmission facility at a replacement location. Notwithstanding the termination of this Sublease under this subsection, if Subtenant places Temporary Facilities on the Real Property, then Subtenant shall be bound by all its obligations under this Sublease, including Rent.

(b) Election to Repair; Temporary Facilities. In the event of any casualty that causes damage to the Tower or Tower Site, Sublandlord may elect to repair the Tower or Tower Site. If Sublandlord elects to repair the Tower or Tower Site, for the period of time during which the Tower or Tower Site is not usable for Subtenant’s purposes due to an event of casualty, Rent shall abate until the Tower is either repaired or this Sublease is terminated. If Sublandlord or Subtenant undertakes to rebuild or restore the Tower or Tower Site, as applicable, then Subtenant may send a written request to Sublandlord and DGS requesting that Subtenant be permitted to place Temporary Facilities on the Real Property. Subject to Subtenant obtaining any required Approvals, Sublandlord, at its discretion, may permit Subtenant to place Temporary Facilities on the Real Property until the repairs to the Tower or Tower Site are completed.

(c) Temporary Facilities. Temporary Facilities shall be deemed to be Subtenant Improvements.

4.03 Security. Subtenant shall be solely responsible for the security of any and all of its property, including without limitation the Subtenant Improvements. Subtenant shall comply with any and all written state facility and/or buildings and grounds security rules and/or procedures established by Sublandlord or to which the Property is subject, including without limitation the rules and regulations attached hereto as **Exhibit H**.

4.04 Utilities.

(a) Installation; Expenses. Notwithstanding any provision of the Master Lease, Subtenant shall be solely responsible for all costs and expenses relating to the connection, disconnection, consumption, and use of any utilities in connection with Subtenant’s Use. Subtenant agrees to be responsible for the installation of all utilities required for Subtenant’s Use, and to pay all costs for such installation, including, without limitation, any DGS Fees and costs to provide an easement to a utility provider for its utility lines or facilities to be located over, under, upon or across the Real Property and for the installation of an electric meter such that charges for utility usage will be separately billed to Subtenant by, and paid by Subtenant to, Sublandlord. To the extent the Master Lease may be construed to require Sublandlord to provide all utilities for the Property, Subtenant explicitly assumes any such obligations of Sublandlord under the Master Lease with respect to the Subtenant Improvements and Subtenant’s Use.

(b) Temporary Utility Facilities. Subject to Subtenant obtaining any required Approvals,

Subtenant shall be permitted at any time during the Term as necessary during any power interruption at the Subleased Premises or the Equipment Site, to install, maintain and/or provide access to and use of, a temporary power source, and all related equipment, appurtenances, and conduits to connect the temporary power source, related equipment and appurtenances to Subtenant's Improvements, within the Subleased Premises, the Equipment Site, or elsewhere on the Property in such locations as approved in writing by Sublandlord.

4.05 Relocation of Subtenant Improvements.

(a) Utility Lines. Sublandlord may, in writing, request the relocation of any of the Utility Lines, and Subtenant shall, at its expense, relocate any of the Utility Lines following such request from Sublandlord.

(b) Antennas; Ground Equipment. Notwithstanding the provisions of Section 2.05, Sublandlord may, in writing, request the relocation of any of the Antennas or Ground Equipment, and Subtenant shall promptly relocate any such Antennas or Ground Equipment following such request from Sublandlord. If such relocation is necessary, in Sublandlord's reasonable opinion, for any of the following purposes: (i) for the use, maintenance or repair of the Property; (ii) for security purposes taking into consideration the nature of the facility operated by Sublandlord; (iii) due to proposed construction by Sublandlord; or (iv) to improve the functionality of the Property, then Subtenant shall bear all costs of relocating the Subtenant Improvements. If Sublandlord requests relocation for any other purpose, Sublandlord shall pay all reasonable and necessary costs of the relocation of the Subtenant Improvements, including all reasonable and necessary costs incurred to obtain any Approvals necessitated by such relocation. Notwithstanding the foregoing, Subtenant shall not be obligated to relocate any Antenna if the proposed relocated antenna site diminishes the functionality or performance of the Antenna relative to the functionality or performance achieved at the existing Antenna Site. If any relocation of any Antennas or Ground Equipment requires Subtenant to utilize space outside of the then-Subleased Premises, Subtenant must request and obtain a Sublease amendment from Sublandlord, subject to approval of the Governor of the Commonwealth or his designee and approval as to form by the OAG. During the relocation of any Antenna or Ground Equipment, subject to obtaining any required Approvals, Subtenant shall be permitted to place a temporary installation on the Property, in a location approved in writing by Sublandlord.

(c) New Construction Plans. Prior to the relocation of any Subtenant Improvements pursuant to this Section, Subtenant must submit new Construction Plans and all applicable Approvals to Sublandlord and receive Sublandlord's written approval of such new Construction Plans.

4.06 Taxes. Subtenant shall be responsible for the declaration and payment of any and all applicable taxes or assessments, including real estate taxes assessed pursuant to §§ 58.1-3200 and 58.1-3203 of the Virginia Code against the Subleased Premises or Equipment Site or allocable (on a pro rata basis) to the Subleased Premises or Equipment Site, and including any sales and personal property taxes arising from the Subtenant Improvements and operations thereon. Subtenant shall be responsible for the payment of all taxes levied upon the Subtenant Improvements. The parties understand that Sublandlord is exempt from taxation by local governments. In the event Sublandlord receives a notice of assessment stating that taxes or assessments are imposed on Subtenant's Improvements and operations thereon, Sublandlord shall provide Subtenant with copies of each such notice immediately upon receipt, but in no event no later than thirty (30) days after the date of Sublandlord's receipt of such notice of assessment. Subtenant shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge, or seek modification of any real estate tax assessment or billing for which Subtenant is wholly or partly responsible for payment under this Sublease. Subject in all events to the written approval of the OAG, Sublandlord shall reasonably cooperate with Subtenant in filing, prosecuting, and perfecting any appeal

or challenge to real estate taxes as set forth in the preceding sentence, including but not limited to, executing any consent to appeal or other similar document.

ARTICLE V
Insurance

5.01 Insurance. From and after the Sublease Date until Subtenant has fulfilled all of its obligations under this Sublease following the termination of this Sublease, no person or entity, whether Subtenant or a general contractor or a maintenance contractor engaged by Subtenant with respect to matters related to this Sublease, shall enter upon the Property, unless and until such person or entity has obtained all the insurance required hereunder, and such insurance is in effect and remains in effect so long as such person or entity is entering upon the Property. Further, neither Subtenant nor any contractor employed by Subtenant shall allow any subcontractor to enter upon the Property until the same types of insurance, in an appropriate amount, have been obtained by the subcontractor and approved by Subtenant or Subtenant's contractor. Sublandlord's approval for construction or installation of any Subtenant Improvement shall not be granted unless such insurance required hereunder is in effect. Also, approval of insurance by Sublandlord shall not relieve or decrease the liability of Subtenant or Subtenant's contractor or other subcontractors under this Sublease, or otherwise. The following insurance, in a form reasonably acceptable to Sublandlord, are the required types of insurance that shall be primary to all other insurance coverage the Commonwealth may possess:

- (i) To the extent required by the Code of Virginia and other applicable Virginia laws and regulations, Workers' Compensation and Employers' Liability Insurance covering Subtenant's employees engaged in activity on the Property and in amounts not less than the greater of either \$100,000 or the minimum required by the Virginia Code and other applicable law, rules and regulations; and
- (ii) Commercial General Liability occurrence-based (not claims-made) insurance to include bodily injury, Personal Injury and Property Damage Liability coverage and coverage for explosion, collapse and underground hazards. The amounts of such Commercial General Liability insurance shall be not less than Five Million Dollars (\$5,000,000.00) per occurrence and in the aggregate; and
- (iii) Business Automobile Liability insurance, to include Auto Physical Damage coverage, in the amount of One Million Dollars (\$1,000,000.00) combined single limit covering all owned, non-owned borrowed, leased, or rented motor vehicles operated by Subtenant. In addition, all motorized equipment both licensed and not licensed for road use, operated or used by Subtenant will be insured under either a standard Automobile Liability policy, or a Comprehensive General Liability policy. Subtenant warrants and represents that all such Subtenant vehicles brought onto the Property will be covered under said automobile liability policy, and Subtenant will not permit any such Subtenant vehicle or motorized equipment that is not covered pursuant to this provision to enter the Property. The foregoing provisions relating to automobile insurance shall not apply to privately-owned or leased motor vehicles of Subtenant's employees or business invitees.
- (iv) Professional Liability insurance in the amount of One Million Dollars (\$1,000,000.00) combined single limit to cover each individual licensed or certified professional rendering services to Subtenant with respect to this Sublease.

Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required or by a combination of underlying liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five (45) day prior written notice to Sublandlord, which notice shall be made by both the insurer and Subtenant. The insurer and Subtenant shall give prompt written notice to Sublandlord of any lapse in any insurance coverage. Subtenant shall give prompt written notice to Sublandlord of any notice received by Subtenant from an insurer that the insurer is changing, cancelling, or declining to renew any insurance coverage.

The following terms shall be applicable to the policies of insurance:

(i) The insurance shall be issued by companies admitted within the Commonwealth of Virginia, with Best's Key Rating of at least A: VI. Foreign markets, including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis, are exempt from this requirement provided that Subtenant provides financial data to establish that a market is equal to or exceeds the financial strengths associated with Best's Key Rating of A or better.

(ii) Before Subtenant or its employees, agents, contractors or invitees enter upon the Property, Subtenant shall deliver to Sublandlord one or more valid Certificates of Insurance which show the foregoing insurance coverage to be in force and effect at the time the contract is agreed to. The Certificate of Insurance shall provide that the insurer shall give prompt written notice to Sublandlord of any lapse in Subtenant's insurance coverage and that the insurer shall give written notice of any change, cancellation, or non-renewal of Subtenant's insurance coverage to Sublandlord at least forty-five (45) days prior to such change, cancellation, or non-renewal. Subtenant shall furnish a new certificate annually and prior to any change in coverage or insurer, or any cancellation date. Individual insurance policy declarations sheets or pages, and/or a specimen copy of individual policies shall be provided upon request.

(iii) The Commonwealth, Sublandlord, and their employees and officers shall be named as an additional insured in the Commercial General Liability and Business Automobile Liability policies, which shall be reflected on the Certificate of Insurance therefor delivered to Sublandlord or in copies of endorsements therefor delivered to Sublandlord.

(iv) If an "ACORD" Certificate of Insurance form is delivered to Sublandlord, the words, "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of such certificate shall be deleted or crossed out by the insurance broker providing such certificate.

In the event that Subtenant or any contractor engaged by Subtenant or any subcontractor of such contractor fails to obtain and maintain the insurance required by this section, Sublandlord may, at its option, cause the required insurance to be issued and maintained and Subtenant shall pay the premiums for such insurance as Additional Rent.

To the extent that the Master Lease may be construed to require Sublandlord to secure all insurance related to the Property, Subtenant explicitly assumes such obligation of Sublandlord with regard to the Subtenant Improvements and Subtenant's Use. No obligation of Sublandlord under the Master Lease shall be deemed to obviate the requirement under this Sublease that Subtenant or any third party obtain the insurance coverages mandated herein.

ARTICLE VI
Property Condition; Ownership of Subtenant Improvements

6.01 Hazardous Substances. The term “**Hazardous Substance**” shall mean (i) any “hazardous waste” as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901, *et seq.*), as amended, and regulations promulgated thereunder; (ii) any “hazardous substance” as defined by the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9601, *et seq.*), as amended, and regulations promulgated thereunder; (iii) petroleum and petroleum-based products; (iv) asbestos in any quantity or form which would be subjected to regulation under any applicable environmental statutes, ordinances, or regulations; (v) polychlorinated biphenyls; (vi) any substance, the presence of which on the Property is prohibited by any environmental statute, ordinance, or regulation affecting the Property; and (vii) any other substance which, by any environmental statute, ordinance, or regulation affecting the Property, require special handling in its collection, storage, treatment, or disposal.

6.02 AS IS Condition. The parties agree that the Subleased Premises are herein demised in their AS IS condition, without any warranty or representation by Sublandlord as to their condition or suitability for a particular use. Subtenant understands that it is Subtenant’s responsibility to satisfy itself as to all site conditions at the Property, above and below ground. Subtenant shall satisfy itself that the Subleased Premises and any Equipment Site and Utility Sites located outside of the Subleased Premises are free of any Hazardous Substances. Any Hazardous Substances or contamination discovered by Subtenant on or about the Property shall be immediately reported to Sublandlord by written notice. If contamination or Hazardous Substances are discovered on the Property, the same shall not be disturbed and the removal thereof shall be at the option, and as determined by, Sublandlord. If such Hazardous Substances or contamination will interfere with Subtenant’s Use, then, unless Subtenant caused such contamination, Subtenant may terminate this Sublease if Sublandlord does not remove or abate the same, in which event neither party shall have any further responsibility under this Sublease, except for Subtenant’s obligations under Section 6.04 and restoration obligations under Section 2.05.

6.03 Environmental Contamination.

(a) **Prohibition.** Subtenant shall not engage in or allow any activity on the Property involving: (i) the handling of any Hazardous Substances; (ii) the discharge of Hazardous Substances to the air, soil, surface water or groundwater, (iii) the storage, treatment or disposal of any Hazardous Substances, (iv) the disturbance of any asbestos containing materials, or (v) any other substances which may be the subject of liability pursuant to any environmental law of the United States or the Commonwealth. Notwithstanding the foregoing Subtenant may, in compliance with any applicable environmental law of the United States or the Commonwealth, handle common cleaning supplies, electronics, cables, and backup batteries.

(b) **Indemnity.** To the maximum extent permitted by law, Subtenant shall indemnify and hold harmless Sublandlord from any and all claims, suits, judgments, damages, fines, penalties, liability, costs and expenses (including reasonable fees for costs and expenses for any required attorneys, consultants and experts) resulting or arising from any breach of Section 6.03(a).

6.04 Ownership and Risk of Loss of Subtenant Improvements.

(a) **Risk of Loss.** All of the Subtenant Improvements shall be installed, maintained, and kept at the sole risk of Subtenant and those claiming by, through, or under Subtenant, and Subtenant shall bear and assume the sole risk of loss thereof from windstorm, fire, or other cause.

(b) Personal Property. Notwithstanding the provisions of the Master Lease, the Subtenant Improvements shall be considered the personal property of Subtenant.

(c) Removal Period. Subtenant shall remove all above-ground Subtenant Improvements, within sixty (60) days of the termination of this Sublease. If Subtenant does not remove all of the above-ground Subtenant Improvements within sixty (60) days, Sublandlord may remove the above-ground Subtenant Improvements and bill Subtenant for the costs of removal, which costs Subtenant shall pay to Sublandlord.

(d) Transfer of Ownership Rights. Notwithstanding Sections 6.04(b) and 6.04(c), Sublandlord may notify Subtenant not to remove any of the Subtenant Improvements, in which event and upon termination of this Sublease, Sublandlord shall become and be deemed to be the sole and absolute owner of all such Subtenant Improvements, free of any interest of Subtenant, without the necessity of execution of any further instrument or the payment of any further consideration.

(e) Condition Upon Termination. Upon termination of this Sublease, Subtenant shall restore the Subleased Premises to as good a condition as existed on the Sublease Date. If Sublandlord elects to not require Subtenant to remove the Subtenant Improvements upon termination of this Sublease, Subtenant shall leave the Subtenant Improvements and Subleased Premises in a good and safe condition and in good working order as of the termination of this Sublease, ordinary wear and tear excepted.

ARTICLE VII

Default and Termination; Indemnification

7.01 Default

(a) Notice of Breach. If either party breaches any provision of this Sublease, the non-breaching party shall give written notice thereof to the breaching party. The breaching party shall have thirty (30) days from the effective date of the notice to cure the breach and, if not so cured, the non-breaching party may, at its option, exercise such rights as may exist at law or in equity, subject to Article IX herein.

(b) Failure to Perform. Notwithstanding the foregoing, Subtenant shall be in default under this Sublease if Subtenant fails to perform any of its obligations under this Sublease and such failure continues for a period of thirty (30) days after written notice thereof from Sublandlord, unless curative action is not reasonably capable of being performed within such thirty (30) days in which event Subtenant shall have up to thirty (30) additional days to complete the curative action so long as Subtenant is diligently and continuously pursuing curative action to completion. If Subtenant remains in default after the expiration of all applicable notice and cure periods, Sublandlord may (i) terminate this Sublease by written notice to Subtenant, or (ii) undertake to cure the default, and Subtenant shall pay the costs thereof as Additional Rent.

(c) Harmful Interference. Nothing in this Section 7.01 shall be deemed to conflict with the obligation of Subtenant set out in Section 3.06(e) to cease transmissions within seventy-two (72) hours, or the obligation of Subtenant as set out in 3.06(b) to cease transmissions within fifteen (15) days, after notification by Sublandlord of Harmful Interference.

7.02 Early Termination by Subtenant. In the event that (i) any Approval issued to Subtenant is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority through no fault of Subtenant or (ii) Subtenant determines, in its reasonable opinion, that any structural analysis

of the Tower is unsatisfactory, then Subtenant shall have the right to terminate this Sublease by written notice to Sublandlord. Subtenant shall attach to such written notice to Sublandlord a copy of any notice of termination of any Approval or any unsatisfactory structural analysis of the Tower, as the case may be. Such termination shall be effective upon the later of the mailing of such notice by Subtenant, a later date as designated by Subtenant in such notice, or upon Subtenant's termination of Subtenant's Use of the Subleased Premises and removal of the Subtenant Improvements in accordance with Sections 6.04(b), 6.04(c), 6.04(d), and 6.04(e). All Rent paid to such termination shall be retained by Sublandlord, and any unpaid Rent accruing prior to such termination date shall be due and payable.

7.03 Termination at End of Term. In addition to other termination rights granted in this Sublease, Sublandlord and Subtenant each have the right to terminate this Sublease effective at the end of the Initial Term and any Renewal Term by giving six (6) months prior written notice thereof to the other party.

7.04 FCC Approval. The parties hereto acknowledge that any disconnection of the Subtenant Improvements or discontinuation of Subtenant's Use of the Subleased Premises may require prior approval of the FCC. If FCC approval is required, this Sublease shall remain in effect to the extent required by federal law.

7.05 Holdover. In the event that this Sublease is terminated in accordance with its terms, but Subtenant holds over in possession of the Subleased Premises after the effective date of the termination of this Sublease, then Rent shall continue to be due and payable at One Hundred and Fifty Percent (150%) of the rental rate that applied immediately prior to the holdover, and Sublandlord shall have all remedies to terminate Subtenant's occupancy of the Subleased Premises as may be available at law or in equity.

7.06 Indemnification.

(a) **Subtenant Indemnification.** To the maximum extent permitted by law, Subtenant agrees to indemnify, defend and hold harmless Sublandlord and the Commonwealth and their officers, agents, volunteers, and employees, from any and all claims, damages, costs, expenses, liability, actions at law, or suits in equity, of any kind or nature, including court costs, litigation expenses, and reasonable attorney's fees, arising out of or in connection with Subtenant's or its officers', agents', servants', contractors', employees', or invitees' use of, operations on, maintenance of, construction on, activities on, or conduct on the Property and the County Property. Such indemnification shall include and cover claims, damages, and liability arising from property damage, personal injury, or death, and shall include and cover any claims, fines, or penalties imposed by any federal regulatory agency in connection with radio transmissions or other communications on or from the Subleased Premises or Equipment Site (wire or wireless), by Subtenant, or relating to Subtenant's violation of any FCC licenses; excepting, however, such claims, damages, or liability arising out of or caused by the negligence or misconduct of Sublandlord or the Commonwealth, or their officers, agents, and employees, while such officers, agents, or employees are acting within the scope of their employment with either Sublandlord or the Commonwealth.

(b) **Contractor Indemnification.** Subtenant shall not authorize any general contractor to undertake or authorize any work pursuant to this Sublease on the Property, unless such general contractor first agrees in writing: (1) to indemnify, defend and hold harmless Sublandlord and the Commonwealth, and their officers, agents, volunteers, and employees, from any and all claims, damages, costs, expenses, liability, actions at law, or suits in equity, of any kind or nature, including court costs, litigation expenses, and reasonable attorney's fees, arising out of or in connection with any work by such general contractor or of any of its subcontractors or employees on the Property and the

County Property; (2) to appear, defend and pay, at its own expense, all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; (3) that if any judgment shall be rendered against Sublandlord or the Commonwealth, or their officers, agents, volunteers, or employees, in any such action, the general contractor shall, at its own expense, satisfy and discharge the same; and (4) that any performance bond or insurance protection provided by the general contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend Sublandlord and the Commonwealth, and their officers, agents, volunteers, and employees, as herein provided.

7.07 Survival. All the representations and warranties made by each party to the other and Subtenant's obligations under Section 6.04 and restoration obligations under Section 2.05, the indemnities made by Subtenant, and any obligation of Subtenant to pay any sum due to Sublandlord shall survive the termination of this Sublease.

7.08 Termination Due to Termination of Master Lease. Notwithstanding anything in this Sublease, this Sublease shall automatically terminate upon termination of the Master Lease.

ARTICLE VIII

Compliance with Laws

8.01 Compliance. Subtenant covenants and agrees that it will construct, keep, equip, operate and maintain the Subleased Premises, the Equipment Site, the Utility Sites, and the Subtenant Improvements and conduct its operations at the Subleased Premises and on the Property in a manner that complies with the Master Lease, the Approvals, and all applicable federal, state, and local laws, rules and regulations, including, but not limited to:

- (i) Safety; Environmental. Those applicable laws, rules and regulations pertaining to health, safety, public welfare, and environmental protection, as well as laws, rules and regulations pertaining to Hazardous Substances and lead paint; except, however, to the extent that necessity for such compliance is caused by the negligent or willful act of Sublandlord or its employees, agents, or contractors, while engaged in the course of their work for Sublandlord.
- (ii) Radio; Telecommunications. Those applicable laws, rules and regulations relating to radio, telecommunications, and other transmissions, as well as its other electronic or electromagnetic activities, including regulations of the FCC. It is further understood and agreed that, under this Sublease, Sublandlord assumes no responsibility for the licensing, operation, and/or maintenance of the Subtenant Improvements. Subtenant shall post evidence of its FCC license to operate in a conspicuous place on the Equipment Site where designated by Sublandlord.
- (iii) Aviation. Those applicable laws, rules and regulations relating to aviation, including but not limited to those of the Federal Aviation Administration ("FAA"), including but not limited to those pertaining to location, height, marking (including electronic marking), lighting, and the use of drones by Subtenant or its officers, agents, servants, contractors, employees, or its invitees, that may be necessary as a result of the Subtenant Improvements. However, Sublandlord shall be responsible for compliance with applicable aviation related laws, rules and regulations, including but not limited to those of the FAA, pertaining to the Tower or the Tower Site without respect to extensions or additions thereto.
- (iv) OSHA; Construction. Those applicable laws, rules and regulations relating to the

construction and maintenance of tower sites and facilities, including applicable building codes, fire codes, and Occupational Safety and Health Administration regulations.

8.02. Certifications.

(a) Anti-Discrimination. With respect to all operations under this Sublease, Subtenant certifies it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, where applicable, and agrees to comply with the provisions of §§ 2.2 - 4311(1) and (2) of the Virginia Code prohibiting discrimination.

(b) Immigration Reform and Control Act of 1986. Subtenant certifies that it will not employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended, and that Subtenant will not knowingly allow any of its subtenants, agents, or contractors to employ illegal aliens to work on or about the Property.

ARTICLE IX

Status of Sublandlord as an Agency of the Commonwealth

9.01 Status as an Agency of the Commonwealth. Subtenant acknowledges that Sublandlord is an agency of the Commonwealth. The parties also agree that, with respect to tort liability for acts or occurrences on or about the Property including product liability, the Commonwealth and Sublandlord are either:

- (i) constitutionally immune (or partially immune) from suit, judgment or liability;
- (ii) insured; or
- (iii) covered by a financial plan of risk management that is in the nature of self-insurance, all as determined by applicable laws, government policies and practices.

9.02 No Indemnification. Subtenant acknowledges that Sublandlord has not agreed to provide any indemnification or save harmless agreements running to Subtenant. *No provision, covenant or agreement contained in this Sublease shall be deemed, in any manner, to be a waiver of the sovereign immunity of the Commonwealth, or of Sublandlord, from tort or other liability.*

9.03 Cessation of Existence. Notwithstanding any other provision of this Sublease, if Sublandlord ceases to exist, and is not replaced by a successor entity with similar powers and purposes, or its powers and authority are limited so as to not permit the continued use of the Subleased Premises for Subtenant's Use, then this Sublease and all responsibility or obligations of Sublandlord under this Sublease shall automatically terminate. In such event, Sublandlord will endeavor to give as much notice as is reasonably possible of the event triggering the termination of this Sublease and the anticipated termination date, but failure to give such notice shall not affect the termination.

9.04 Appropriation. Notwithstanding any other provision of this Sublease, if the powers, authority, or funding of Sublandlord or Subtenant are limited or curtailed, or if Sublandlord or Subtenant must completely or partially discontinue by operation of law, and as a result Sublandlord or Subtenant, in their sole discretion, determines that the continued use of the Subleased Premises for Subtenant's Use is no longer permitted, authorized, advisable, warranted or justified, then this Sublease and all responsibility or obligations of Sublandlord and Subtenant under this Sublease may be terminated by Sublandlord or Subtenant at any time thereafter, at their sole option, by giving three (3) months' written notice thereof to the other party. Because agencies of the Commonwealth cannot expend funds unless

appropriated by the General Assembly of the Commonwealth, or in the case if any session of the General Assembly of the Commonwealth fails to appropriate funds for the continuance of this Sublease, or the performance of any of Sublandlord's obligations under this Sublease, then this Sublease and all of Sublandlord's, obligations hereunder shall automatically terminate upon depletion of the then currently appropriated or allocated funds.

9.05 No Lien. Subtenant hereby waives any right it may have to a lien as to the property of Sublandlord or of the Commonwealth in the Property.

ARTICLE X **Miscellaneous**

10.01 Rules and Regulations. The rights in this Sublease shall be subject to the reasonable rules and regulations set forth in Exhibit H (the "Rules and Regulations"). Subtenant agrees to abide by the Rules and Regulations, which may change from time to time upon written notice to Subtenant. No change to the Rules and Regulations will (i) adversely affect Subtenant's Use as permitted under this Sublease; (ii) conflict with any terms of this Sublease; (iii) increase Subtenant's financial obligations under this Sublease; or (iv) be deemed a violation of this Sublease if imposed by the federal government.

10.02 Quiet Enjoyment; Inspections by Sublandlord. Subject to the terms and conditions of this Sublease and the Master Lease, and provided Subtenant is not in default beyond all applicable notice, cure, and grace periods, Sublandlord agrees to deliver quiet enjoyment of the Subleased Premises to Subtenant and to provide quiet enjoyment of the Subleased Premises during the Term. Such quiet enjoyment shall be subject to the rights of parties having shared use of the Property. Sublandlord and its agents and employees shall at all times have access to the Subleased Premises for purposes of making inspections. Except in the event of an emergency, Sublandlord shall give Subtenant verbal or written notice of its entry at least twenty-four (24) hours prior to any such inspection by Sublandlord, and Subtenant shall have the option to accompany Sublandlord during such inspection. Any such inspection shall be performed in a manner that does not interfere with Subtenant's use of, or operations on, the Subleased Premises.

10.03 Assignments and Subleases; Shared Use.

(a) General Prohibition. Subtenant shall not assign this Sublease or sublet the Subleased Premises without the express written consent of Sublandlord, which consent shall not be unreasonably withheld, conditioned, or delayed, if the assignment or sublease meets the purposes and other requirements of this Sublease and § 2.2-1151(A)(3) of the Virginia Code and such assignee or subtenant agrees to be bound by the terms of this Sublease. No partial assignment or subletting of the Subleased Premises is permitted.

(b) Exception for Related Entities. Notwithstanding the foregoing, Subtenant may assign or transfer this Sublease or sublet the Subleased Premises, or any interest therein, without Sublandlord's consent, to Subtenant's principal or a subsidiary corporation, partner, or affiliate of Subtenant that is controlled by, controlling, or under common control with Subtenant, or that is a lawful successor to Subtenant by merger or consolidation with or into Subtenant, or that shall succeed to all or substantially all of the assets, property, and business of Subtenant by acquisition, spin-off, or other means and whose primary business is or will be duly licensed by the FCC for the provision of radio transmission or communications services. Subtenant shall provide prior notice of such assignment to Sublandlord as soon as possible.

10.04 Notice.

(a) Notice Deemed Given and Delivered; Effectiveness. All notices to Sublandlord or Subtenant required or permitted under this Sublease shall be deemed to have been properly given and delivered, and are effective, at the time such notice is (i) deposited with a nationally recognized overnight delivery service using no more than two (2) business day delivery service or (ii) hand delivered, each method of delivery being addressed to the party's address set forth in Section 1.01 of this Sublease.

(b) Notice Deemed Received; Time to Act. For any act that a party may or must take within a fixed period of time after having received notice required by this Sublease, such period shall begin on the earlier to occur of (i) the date of actual receipt; (ii) for notice sent by a nationally recognized overnight delivery service, two (2) business days after deposit of the notice with such carrier; or (iii) for hand delivered notice, the date of actual delivery to the recipient or on which such hand delivery is refused..

(c) Notice Address. Each party to this Sublease may notify the other party of a new address at which to give notices, which notice shall be given in the manner provided above. Unless and until such notice of new address is given, notices to a party hereto shall be sufficient if given to such party's address as specified in Section 1.01. **Subtenant shall not use a United States Postal Service Post-Office (PO) Box ("PO Box") as Subtenant's notice address, either in Section 1.01 or as a new notice address under this Section 10.04(c), and Sublandlord has no obligation to send any notice required by this Sublease to a PO Box.**

10.05 Waiver of Compliance. Any failure of a party to comply with any obligation, covenant, agreement, or condition herein may be expressly waived in writing by the other party, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure by a party to comply with any obligation, covenant, agreement, or condition herein.

10.06 Binding Effect; Amendments. Notwithstanding the provisions of the Master Lease, the covenants, agreements, and rights contained in this Sublease shall bind and inure to the respective heirs, personal representatives, successors, and permitted assigns of Sublandlord and Subtenant. This Sublease constitutes the entire agreement between Sublandlord and Subtenant regarding Subtenant's sublease of space on the Property from Sublandlord and supersedes all prior understandings, representations, warranties, conditions, and agreements, either oral or written. Neither party hereto, nor any agent of either party, has any authority to alter, amend or modify any of the terms of this Sublease, unless the amendment is in writing and executed by all parties to this Sublease with the same formalities of execution, including approval by the Governor of the Commonwealth or his designee and approval as to form by the OAG.

10.07 Applicable Law. This Sublease shall be governed by, and construed according to, the laws of the Commonwealth.

10.08 Presumptions. No presumption shall be created in favor of or against any of the parties to this Sublease with respect to the interpretation of any term or provision of this Sublease due to the fact that this Sublease, or any part hereof, was prepared by or on behalf of one of the parties hereto.

10.09 Headings. The headings of the sections of this Sublease are inserted for convenience only and do not alter or amend the provisions that follow such headings.

10.10 No Joint Venture. Any intention to create a joint venture or partnership relationship between the parties to this Sublease is hereby expressly disclaimed, it being the intent of the parties that the relationship between them is nothing more than that of Sublandlord and Subtenant.

10.11 Counterparts. This Sublease may be executed in any number of counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.

(Signature Pages to Follow)

WITNESS the following signatures and seals:

SUBTENANT: BOARD OF SUPERVISORS OF POWHATAN
COUNTY, VIRGINIA,
a political subdivision and a body politic and corporate
of the Commonwealth of Virginia

By: _____
County Administrator

COMMONWEALTH OF VIRGINIA
COUNTY OF POWHATAN, to-wit:

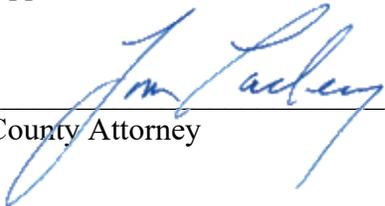
The foregoing instrument was acknowledged before me this ___ day of _____ 2020
by _____, acting in his/her capacity as County Administrator of Powhatan County, Virginia,
a political subdivision and a body politic and corporate of the Commonwealth of Virginia, on
behalf of the County.

My commission expires: _____

Registration No. _____

Notary Public

Approved as to form:

 03/30/2020

County Attorney

SUBLANDLORD: COMMONWEALTH OF VIRGINIA,
DEPARTMENT OF STATE POLICE

By: _____
Colonel Gary T. Settle, Superintendent

COMMONWEALTH OF VIRGINIA
COUNTY OF CHESTERFIELD, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____
2020, by Colonel Gary T. Settle, acting in his capacity as Superintendent of the Commonwealth
of Virginia, Department of State Police, on behalf of the agency.

My commission expires: _____

My registration no. _____

Notary Public

EXHIBIT F

SUBTENANT CERTIFICATION OF APPROVALS

Board of Supervisors of Powhatan County, Virginia, a political subdivision and a body politic and corporate of the Commonwealth of Virginia is the Subtenant (“**Subtenant**”) to the Commonwealth of Virginia, Department of State Police (“**Sublandlord**”) under a certain Sublease For Communications Antenna Site (the "**Sublease**"), dated _____, 20____, demising certain premises (the "**Subleased Premises**") located in Powhatan County Virginia, which are more fully described in said Sublease.

Subtenant hereby certifies to Sublandlord that Subtenant has obtained all Approvals, as defined in the Sublease, and requests that Sublandlord execute a Certificate of Commencement Date, with the Commencement Date being the date of this Subtenant Certification of Approvals.

Subtenant further certifies to Sublandlord that the following attachments to this Subtenant Certification of Approvals are true and complete copies of all Approvals, as defined in the Sublease, obtained by Subtenant:

Exhibit A:

Exhibit B: [etc, list all approvals as exhibits, Subtenant will attach to this Certification]

The undersigned does hereby declare and confirm that the Sublease is in full force and effect.

SUBTENANT: BOARD OF SUPERVISORS OF POWHATAN
COUNTY, VIRGINIA,
a political subdivision and a body politic and corporate
of the Commonwealth of Virginia

By: _____
County Administrator Date

EXHIBIT G

CERTIFICATE OF COMMENCEMENT DATE

This Certificate of Commencement Date is entered into by and between COMMONWEALTH OF VIRGINIA, DEPARTMENT OF STATE POLICE (“**Sublandlord**”) and BOARD OF SUPERVISORS OF POWHATAN COUNTY, VIRGINIA, a political subdivision and a body politic and corporate of the Commonwealth of Virginia (“**Subtenant**”), the parties to a certain Sublease For Communications Antenna Site (the "**Sublease**"), dated _____, 20__, demising certain premises (the "**Subleased Premises**") located in Powhatan County Virginia, which are more fully described in the Sublease.

The undersigned Sublandlord and Subtenant agree that the Term of the Sublease shall commence on the ____ day of _____, 20__, and terminate on the ____ day of _____, 20__.

The undersigned do hereby further confirm that the total annual base rent shall be as specified in the Sublease.

All other provisions in the Sublease shall remain unchanged and in full force and effect.

The undersigned do hereby declare and confirm that the Sublease is in full force and effect.

SUBLANDLORD: COMMONWEALTH OF VIRGINIA
DEPARTMENT OF STATE POLICE

By: _____
Date

Title: _____

SUBTENANT: BOARD OF SUPERVISORS OF POWHATAN
COUNTY, VIRGINIA,
a political subdivision and a body politic and corporate
of the Commonwealth of Virginia

By: _____
County Administrator Date

EXHIBIT H

RULES AND REGULATIONS

These Rules and Regulations (as may be amended, “Rules and Regulations”) are incorporated into the Sublease. All capitalized terms not otherwise defined herein shall have the same respective meanings as set forth in the Sublease. If anything contained in these Rules and Regulations conflicts with any terms of the Sublease, then the terms of the Sublease shall control.

These Rules and Regulations and any further rules and regulations hereafter adopted, are for the exclusive benefit of and enforceable only by Sublandlord. These Rules and Regulations shall not inure to the benefit of Subtenant as against any other Subtenant of the Property or in favor of any such other Subtenant as against Subtenant; nor does Sublandlord represent, warrant, or covenant to enforce these Rules and Regulations against any such other Subtenant.

Access

Subtenant shall provide Sublandlord a list of employees to whom Subtenant requests access to the Property (each, an “Authorized Employee”). As necessary for such access, Sublandlord, in Sublandlord’s discretion, shall issue to Subtenant’s Authorized Employees one or more keys to the Property or any portion thereof. Neither Subtenant nor its employees shall give or loan anyone an issued key or duplicate an issued key or change or add any locks. From time to time, as requested by Sublandlord, any Subtenant employee to whom Sublandlord issued a key shall certify in writing to Sublandlord that he/she (1) still possesses the issued key, (2) has not given or loaned the issued key to anyone or (3) had the issued key duplicated. Subtenant shall be responsible for returning any issued key upon cessation of an employee’s need to access the Property or employment. Upon termination of this Sublease, all issued keys will be surrendered to Sublandlord.

Access to the Property by an Authorized Employee does not require prior notification to the Sublandlord, except that:

(i) access onto the Tower requires prior notification to the Virginia State Police Network Operations Center (866-813-3550), whereby the person answering is informed of the Authorized Employee’s name, their employer’s name, and the purpose for access; and

(ii) entry into Sublandlord’s communications equipment shelter, if the Sublease grants Subtenant shared use of any such shelter, requires prior notification to the Virginia State Police Network Operations Center (866-813-3550), whereby the person answering is informed of the Authorized Employee’s name, their employer’s name, and the purpose for entry into the shelter. Entry may then be granted, once any alarm is deactivated. When entry into the shelter is no longer necessary for the particular purpose or the Authorized Employee is departing the Property, the Authorized Employee must immediately call and notify the Virginia State Police Network Operations Center that entry into the shelter is no longer necessary or that he/she is

departing the Property for reactivation of any alarm. The Authorized Employee shall ensure that the shelter is securely locked upon departing.

Contractors, subcontractors, agents, and their employees, who enter the Property on behalf of the Subtenant must be escorted by an Authorized Employee.

The delivery of materials and other supplies to Subtenant will be permitted only under the direction, control, and supervision of Sublandlord.

All Subtenant employees shall ensure that all locks to the Property, or any part thereof, that Subtenant unlocks for entry thereto are securely locked when departing.

Appliances; Extension Cords; Power Strips

No refrigerators, freezers, coffee or tea makers, toasters, toaster ovens, hot plates, microwave ovens and other food and beverage preparation appliances shall be used on the Property.

Heated potpourri pots, scented electric plug-in candles and other electrically heated scent devices, as well as burning any candles, are prohibited.

Fans, except as such are a component of the Ground Equipment, and space heaters are prohibited.

Extension cords, if used, shall be used only on a temporary basis. Any extension cord used shall be United Laboratories approved, grounded (three-prong plug) and not more than six feet (6') in length. Extension cords shall not be taped to the floor.

Power strips and surge protectors, if used, shall be plugged directly into a power outlet, and not into an extension cord. Only one power strip shall be plugged into any one outlet.

Animals

No animals or birds of any kind shall be permitted, except for a certified assistance dog in the performance of assisting a visually or physically impaired person, but not psychiatric or therapy dogs.

Fish and fish aquariums are prohibited.

Chemicals

Subtenant shall not cause or permit any gases, liquids or odors to be produced upon or permeate from the Subleased Premises, the Equipment Site, the Utility Sites, or the Subtenant Improvements, and no flammable, combustible or explosive fluid, chemical or other substance shall be brought onto the Property; provided however, that this rule shall not be deemed to apply to fluids, chemicals or substances necessary to operate equipment used for the construction of the Subtenant Improvements.

Children

Children and minors shall not be permitted on the Property.

Clothing

Proper attire, consisting of upper and lower torso clothing and shoes, shall be worn at all times on the Property. Any person not in compliance may be denied access or not allowed to remain on the Property.

Construction of Subtenant Improvements

Subtenant shall cause all construction activity to be confined to the Tower Site and the areas designated on the Site Plan and Tower Elevation for the construction of Subtenant Improvements. Subtenant shall not unreasonably encumber the Property with any materials or equipment. The Subtenant shall daily cause the Property to be kept free from the accumulation of waste materials or rubbish caused by constructing the Subtenant Improvements. Upon the prior approval of Sublandlord, Subtenant may locate a waste dumpster where prescribed by Sublandlord for the duration of the construction. At the completion of the construction, Subtenant shall cause the prompt removal of all waste materials and rubbish, including any waste dumpster, from the Property as well as all construction tools and equipment. If Subtenant fails to remove waste materials or rubbish, Sublandlord may remove such waste materials or rubbish, and the Subtenant shall reimburse the Sublandlord for the cost thereof.

Decorations

No decorations shall be permitted on the Property.

Disturbances; Defiling Property

Subtenant shall not, and shall cause its officers, agents, servants, contractors, repairmen, employees and invitees not to (1) make or emit any improper noises or disturbances of any kind in or from the Property; (2) mark or defile the Property; (3) alter, adjust, modify, or in any way handle property of Sublandlord, except as explicitly provided for in the Sublease, or property of another Subtenant; (4) interfere in any way with Sublandlord's conduct of its business or other Subtenants or those having business on the Property; or (5) use the Property or permit the use of the Property in such a manner as to constitute a public nuisance.

Emergency Procedures; Fire and Casualty

Subtenant shall follow the emergency protocols in place and all directions given by first responders in the event of an emergency.

If a fire or other potential casualty is suspected, immediately contact 911 and seek safety.

Entrances & Exits

Subtenant shall not place objects or other items that obstruct or impede passage at entrances and exits, including driveways, service roads, sidewalks, lobbies, entrances, corridors, hallways, and fire escapes. If Subtenant obstructs or impedes any passage with any objects or items, Sublandlord may remove such objects or items obstructing or impeding such passages, and the Subtenant shall reimburse the Sublandlord for the cost of removal.

Events

Subtenant shall not use the Property for any event or gathering.

Food & Beverages; Alcohol

No food or beverages shall be stored on the Property. All food brought onto the Property and not fully consumed and all food bags, containers and other packaging shall be removed from the Property when departing.

Alcohol shall not be possessed or dispensed on the Property.

Fundraising/Solicitation

Canvassing, peddling, soliciting and distribution of handbills or any other written materials is prohibited.

Motorized Vehicles

All vehicles (including bicycles, motorcycles, scooters, mopeds, or any other motorized recreation vehicle) shall be parked within only the Parking Sites. No vehicle shall be parked so as to impede or prevent ready access to any entrance to or exit from the Property, including any parking lots and the Access Sites, or the Tower Site or the Equipment Site. No such vehicle shall be brought onto or stored on the Subleased Premises. Bike racks, if available, shall be used.

No vehicle shall be parked on the Property overnight or for an extended period of time.

Personal Items

All personal items brought onto the Property are the Subtenant's responsibility. Sublandlord shall not be responsible for replacing personal items if they are stolen, broken, or lost.

Pictures & Posters

Nothing shall be hung on or affixed to the Tower, fences, doors, walls, ceilings, or any building surface except for the Subtenant Improvements. Unauthorized items may be removed at the

Sublandlord's sole discretion and Subtenant shall reimburse the Sublandlord for the cost of removal.

Plants

No plants shall be permitted on the Property.

Prohibited Drugs

Use and possession of any drug, the use or possession of which is prohibited by local, state, or federal law, is not allowed on the Property.

Skateboarding; Roller Skates

The use of skateboards, roller skates, and inline skates is prohibited.

Security

Sublandlord reserves the right to exclude or expel any person who, in the Sublandlord's sole judgment, is intoxicated; is under the influence of alcohol or drugs; commits any act in violation of the law, the Sublease or these rules and regulations; or, constitutes a security risk. Sublandlord shall have no liability with respect to breaches of security, if any.

Subtenant shall, and shall cause its officers, agents, servants, contractors, repairmen, employees and invitees to, comply with any and all written state facility and/or buildings and grounds security rules and/or procedures established by Sublandlord or to which the Property is subject.

Signage

No Subtenant sign; emergency information sign; warning or safety instruction; advertisement or notice; or other posting required by applicable law, rule or regulation shall be inscribed, painted or affixed to or on the Property, or any part thereof, unless of such character, color, size and material, and posted in such places, as shall be first designated by VSP in writing.

Sleeping Quarters

The use of the Property as sleeping quarters is prohibited.

Smoking and Open Flames

Smoking, including cigarettes, cigars and e-cigarettes, shall not be permitted except for at the Parking Sites and shall not occur within 25' of the storage of any flammable, combustible or explosive fluid, chemical or other substance. Cigarette butts and other unconsumed smoking items shall be disposed in the proper receptacles only; not discarded on the ground or in parking lots of the Property or anywhere else.

In no event shall a device or instrument of any kind be used to start a fire or to create an open flame anywhere on the Property.

Storage

No items shall be stored or stacked on building equipment, including fan coil units. No objects shall be placed in front of mechanical room doors or electrical equipment.

No items shall be stored indoors on pallets. Subtenant shall be responsible for the disposal of the pallets.

Weapons

Weapons of the following type are prohibited on the Property, including the possession of, or open or concealed carrying of: (i) any firearm or other weapon designed or intended to propel a missile of any kind by action of an explosion of any combustible material; (ii) any knife, except a pocket knife having a folding metal blade of less than three inches; dirk; bowie knife; switchblade knife; ballistic knife; machete; razor; slingshot; spring stick; metal knuckles; or blackjack; (iii) any flailing instrument consisting of two or more rigid parts connected in such a manner as to allow them to swing freely, which may be known as a nun chahka, nun chuck, nunchaku, shuriken, or fighting chain; (iv) any disc, of whatever configuration, having at least two points or pointed blades which is designed to be thrown or propelled and which may be known as a throwing star or oriental dart; (v) any stun weapon or other device that emits a momentary or pulsed output, which is electrical, audible, optical or electromagnetic in nature and which is designed to temporarily incapacitate a person; and (vi) any weapon of like kind as those enumerated above.

Powhatan County
 2016 Bond Funded Projects
 Total All Projects

as of 3/31/2020

| | <u>Grant Funded</u> | <u>Cash Proffers Funded</u> | <u>General Fund Funded</u> | <u>Bond Funded</u> | <u>Total Budget</u> |
|------------------------|-------------------------|---------------------------------|--------------------------------|------------------------|-------------------------|
| Budget | 150,000.00 | 367,396.00 | 3,218,704.47 | 54,841,139.25 | 58,577,239.72 |
| Spent | (150,000.00) | (367,396.00) | (3,218,704.47) | (45,242,266.74) | (48,978,367.21) |
| Total remaining | <u>-</u> | <u>-</u> | <u>-</u> | <u>9,598,872.51</u> | <u>9,598,872.51</u> |

Powhatan County
 2016 Bond Funded Projects
 New Middle School
 4-301-062100-8302

as of 3/31/2020

| | | | FUNDING SOURCES | | Total |
|----------|------------------------|--------------|-----------------|-------------------------------|--------------------------------|
| | | | General Fund | Bonds | Budget |
| 10.29.19 | BT# 0000366 | R-2019-50 | 1,466,120.00 | 33,861,000.00 (426,124.48) | 35,327,120.00 34,900,995.52 |
| PAYMENTS | | | | | |
| Date | Vendor | Amount | | | |
| 11.20.15 | Moseley Architects | 108,423.20 | (108,423.20) | - | (108,423.20) |
| 12.18.15 | Moseley Architects | 100,823.20 | (100,823.20) | - | (100,823.20) |
| 1.14.16 | Moseley Architects | 92,423.20 | (92,423.20) | - | (92,423.20) |
| 2.12.16 | Moseley Architects | 103,672.80 | (103,672.80) | - | (103,672.80) |
| 3.14.16 | Moseley Architects | 113,097.60 | (113,097.60) | - | (113,097.60) |
| 3.24.16 | ECS Mid Atlantic | 900.00 | (900.00) | - | (900.00) |
| 4.15.16 | Moseley Architects | 115,128.00 | (115,128.00) | - | (115,128.00) |
| 4.29.16 | Work Environment | 3,695.00 | (3,695.00) | - | (3,695.00) |
| 5.15.16 | Moseley Architects | 136,482.20 | (136,482.20) | - | (136,482.20) |
| 5.31.16 | ECS Mid Atlantic | 725.00 | (725.00) | - | (725.00) |
| 6.21.16 | Moseley Architects | 71,008.40 | (71,008.40) | - | (71,008.40) |
| 6.21.16 | Treasurer of VA | 4,500.00 | (4,500.00) | - | (4,500.00) |
| 6.21.16 | RTD | 214.80 | (214.80) | - | (214.80) |
| 7.29.16 | Moseley Architects | 213,025.20 | (213,025.20) | - | (213,025.20) |
| 8.19.16 | Moseley Architects | 222,865.20 | (222,865.20) | - | (222,865.20) |
| 9.15.16 | Moseley Architects | 146,966.80 | (146,966.80) | - | (146,966.80) |
| 9.15.16 | Work Environment | 5,390.00 | (5,390.00) | - | (5,390.00) |
| 9.27.16 | S.B. Cox #1 | 219,141.00 | - | (219,141.00) | (219,141.00) |
| 10.14.16 | Moseley Architects | 164,589.72 | (26,779.40) | (137,810.32) | (164,589.72) |
| 10.14.16 | Richmond Times | 198.80 | - | (198.80) | (198.80) |
| 11.8.16 | Moseley Architects | 23,265.66 | - | (23,265.66) | (23,265.66) |
| 11.8.16 | S.B. Cox #2 | 406,357.60 | - | (406,357.60) | (406,357.60) |
| 11.8.16 | S.B. Cox #3 | 114,106.40 | - | (114,106.40) | (114,106.40) |
| 12.16.16 | Moseley Architects | 7,814.02 | - | (7,814.02) | (7,814.02) |
| 1.20.17 | Moseley Architects | 15,079.68 | - | (15,079.68) | (15,079.68) |
| 1.20.17 | Work Environment | 6,385.00 | - | (6,385.00) | (6,385.00) |
| 1.31.17 | Kenbridge Construction | 929,697.00 | - | (929,697.00) | (929,697.00) |
| 2.13.17 | Moseley Architects | 14,869.73 | - | (14,869.73) | (14,869.73) |
| 3.3.17 | Kenbridge Construction | 539,630.00 | - | (539,630.00) | (539,630.00) |
| 3.24.17 | S.B. Cox | 34,375.00 | - | (34,375.00) | (34,375.00) |
| 3.24.17 | Moseley Architects | 20,349.60 | - | (20,349.60) | (20,349.60) |
| 3.24.17 | Kenbridge Construction | 913,299.27 | - | (913,299.27) | (913,299.27) |
| 4.20.17 | Moseley Architects | 36,018.56 | - | (36,018.56) | (36,018.56) |
| 4.28.17 | Kenbridge Construction | 2,090,145.88 | - | (2,090,145.88) | (2,090,145.88) |
| 5.15.17 | Kenbridge Construction | 1,222,790.27 | - | (1,222,790.27) | (1,222,790.27) |
| 5.25.17 | Moseley Architects | 12,809.76 | - | (12,809.76) | (12,809.76) |
| 6.9.17 | Moseley Architects | 63,799.27 | - | (63,799.27) | (63,799.27) |
| 6.14.17 | Kenbridge Construction | 1,669,150.19 | - | (1,669,150.19) | (1,669,150.19) |

Powhatan County
 2016 Bond Funded Projects
 New Middle School
 4-301-062100-8302

as of 3/31/2020

| FUNDING SOURCES | | Total |
|-----------------|-------------------------------|--------------------------------|
| General Fund | Bonds | Budget |
| 1,466,120.00 | 33,861,000.00 (426,124.48) | 35,327,120.00 34,900,995.52 |

10.29.19 BT# 0000366 R-2019-50

PAYMENTS

| Date | Vendor | Amount | | | |
|----------|------------------------|--------------|---|----------------|----------------|
| 7.21.17 | Kenbridge Construction | 2,607,880.19 | - | (2,607,880.19) | (2,607,880.19) |
| 7.21.17 | Moseley Architects | 35,839.25 | - | (35,839.25) | (35,839.25) |
| 8.11.17 | Moseley Architects | 27,114.68 | - | (27,114.68) | (27,114.68) |
| 8.11.17 | Kenbridge Construction | 1,825,786.31 | - | (1,825,786.31) | (1,825,786.31) |
| 9.15.17 | Kenbridge Construction | 1,902,894.80 | - | (1,902,894.80) | (1,902,894.80) |
| 10.6.17 | Moseley Architects | 18,849.60 | - | (18,849.60) | (18,849.60) |
| 10.6.17 | Absolute Pest Control | 5,346.00 | - | (5,346.00) | (5,346.00) |
| 10.13.17 | Kenbridge Construction | 1,573,338.00 | - | (1,573,338.00) | (1,573,338.00) |
| 11.17.17 | Moseley Architects | 23,833.60 | - | (23,833.60) | (23,833.60) |
| 11.17.17 | Kenbridge Construction | 1,711,175.73 | - | (1,711,175.73) | (1,711,175.73) |
| 12.14.17 | Kenbridge Construction | 1,858,048.18 | - | (1,858,048.18) | (1,858,048.18) |
| 12.14.17 | Moseley Architects | 21,982.40 | - | (21,982.40) | (21,982.40) |
| 1.19.18 | Kenbridge Construction | 1,616,307.53 | - | (1,616,307.53) | (1,616,307.53) |
| 1.19.18 | Moseley Architects | 21,412.80 | - | (21,412.80) | (21,412.80) |
| 2.9.18 | Kenbridge Construction | 1,780,019.14 | - | (1,780,019.14) | (1,780,019.14) |
| 2.16.18 | Moseley Architects | 41,537.38 | - | (41,537.38) | (41,537.38) |
| 3.2.18 | Hurricane Fence | 5,274.00 | - | (5,274.00) | (5,274.00) |
| 3.16.18 | Kenbridge Construction | 1,708,653.27 | - | (1,708,653.27) | (1,708,653.27) |
| 3.16.18 | Moseley Architects | 25,818.00 | - | (25,818.00) | (25,818.00) |
| 4.19.18 | Moseley Architects | 19,424.92 | - | (19,424.92) | (19,424.92) |
| 4.19.18 | Kenbridge Construction | 2,238,295.78 | - | (2,238,295.78) | (2,238,295.78) |
| 6.1.18 | Kenbridge Construction | 1,626,888.67 | - | (1,626,888.67) | (1,626,888.67) |
| 6.1.18 | Moseley Architects | 22,619.52 | - | (22,619.52) | (22,619.52) |
| 6.21.18 | Kenbridge Construction | 1,599,847.50 | - | (1,599,847.50) | (1,599,847.50) |
| 6.21.18 | C&W-Tesco, Inc | 10,300.00 | - | (10,300.00) | (10,300.00) |
| 6.21.18 | Moseley Architects | 20,829.60 | - | (20,829.60) | (20,829.60) |
| 7.5.18 | CDW Government | 35,699.00 | - | (35,699.00) | (35,699.00) |
| 7.5.18 | CDW Government | 306.00 | - | (306.00) | (306.00) |
| 7.5.18 | CDW Government | 1,700.00 | - | (1,700.00) | (1,700.00) |
| 7.5.18 | CDW Government | 6,443.00 | - | (6,443.00) | (6,443.00) |
| 7.23.18 | Atlantic Geotechnical | 4,653.75 | - | (4,653.75) | (4,653.75) |
| 7.23.18 | Dell Marketing | 108,407.28 | - | (108,407.28) | (108,407.28) |
| 7.23.18 | Moseley Architects | 19,674.60 | - | (19,674.60) | (19,674.60) |
| 7.26.18 | Kenbridge Construction | 828,635.36 | - | (828,635.36) | (828,635.36) |
| 8.1.18 | Ball Office products | 53,705.01 | - | (53,705.01) | (53,705.01) |
| 8.1.18 | Atlantic Geotechnical | 464.00 | - | (464.00) | (464.00) |
| 8.1.18 | Ball Office products | 250,735.52 | - | (250,735.52) | (250,735.52) |
| 8.29.18 | C&W-Tesco, Inc | 1,800.00 | - | (1,800.00) | (1,800.00) |

Powhatan County
 2016 Bond Funded Projects
 New Middle School
 4-301-062100-8302

as of 3/31/2020

| | | | FUNDING SOURCES | | Total |
|----------|---------------------------|------------|-----------------|-------------------------------|--------------------------------|
| | | | General Fund | Bonds | Budget |
| 10.29.19 | BT# 0000366 | R-2019-50 | 1,466,120.00 | 33,861,000.00 (426,124.48) | 35,327,120.00 34,900,995.52 |
| PAYMENTS | | | | | |
| Date | Vendor | Amount | | | |
| 8.29.18 | Dominion Energy | 16,123.76 | | (16,123.76) | (16,123.76) |
| 8.29.18 | Hy-Tech | 12,250.00 | | (12,250.00) | (12,250.00) |
| 8.29.18 | Kenbridge Construction | 191,503.49 | | (191,503.49) | (191,503.49) |
| 9.12.18 | CDW Government | 5,491.00 | | (5,491.00) | (5,491.00) |
| 9.12.18 | Supply Room Companies | 151,945.22 | | (151,945.22) | (151,945.22) |
| 9.14.18 | Creative office | 87,673.90 | | (87,673.90) | (87,673.90) |
| 9.14.18 | Diversified Education | 67,984.40 | | (67,984.40) | (67,984.40) |
| 9.14.18 | JMJ Corporation | 1,752.00 | | (1,752.00) | (1,752.00) |
| 9.14.18 | JMJ Corporation | 39,508.22 | | (39,508.22) | (39,508.22) |
| 9.21.18 | School Specialty | 100,016.50 | | (100,016.50) | (100,016.50) |
| 9.27.18 | Atlantic Geotechnical | 766.00 | | (766.00) | (766.00) |
| 9.27.18 | C&W-Tesco, Inc | 19,200.00 | | (19,200.00) | (19,200.00) |
| 10.4.18 | Hy-Tech | 1,050.00 | | (1,050.00) | (1,050.00) |
| 10.11.18 | Supply Room Companies | 2,795.36 | | (2,795.36) | (2,795.36) |
| 10.11.18 | Kenbridge Construction | 114,584.57 | | (114,584.57) | (114,584.57) |
| 10.11.18 | Kenbridge Construction | 114,537.05 | | (114,537.05) | (114,537.05) |
| 10.19.18 | Kenbridge Construction | 200.00 | | (200.00) | (200.00) |
| 10.19.18 | Interiors by Guernsey | 5,592.00 | | (5,592.00) | (5,592.00) |
| 10.19.18 | Interiors by Guernsey | 15,710.04 | | (15,710.04) | (15,710.04) |
| 10.19.18 | Proseal Services | 38,760.00 | | (38,760.00) | (38,760.00) |
| 11.9.18 | C&W-Tesco, Inc | 9,000.00 | | (9,000.00) | (9,000.00) |
| 11.9.18 | Wenger | 4,048.00 | | (4,048.00) | (4,048.00) |
| 11.9.18 | Kenbridge Construction | 134,201.93 | | (134,201.93) | (134,201.93) |
| 11.16.18 | Lowes | 853.10 | | (853.10) | (853.10) |
| 11.20.18 | Moseley Architects | 20,597.68 | | (20,597.68) | (20,597.68) |
| 11.20.18 | Solarfilm | 1,694.00 | | (1,694.00) | (1,694.00) |
| 12.7.18 | CDW Government | 1,615.00 | | (1,615.00) | (1,615.00) |
| 12.7.18 | Communications Specialist | 2,463.06 | | (2,463.06) | (2,463.06) |
| 12.27.18 | Commtronics | 12,744.07 | | (12,744.07) | (12,744.07) |
| 1.10.19 | Hurricane Fence | 10,631.00 | | (10,631.00) | (10,631.00) |
| 2.7.19 | Supply Room Companies | 8,703.88 | | (8,703.88) | (8,703.88) |
| 2.14.19 | Moseley Architects | 3,597.15 | | (3,597.15) | (3,597.15) |
| 2.14.19 | Moseley Architects | 15,079.68 | | (15,079.68) | (15,079.68) |
| 2.14.19 | Moseley Architects | 18,556.47 | | (18,556.47) | (18,556.47) |
| 2.22.19 | Royalwood Assoc. | 17,977.00 | | (17,977.00) | (17,977.00) |
| 4.17.19 | Kenbridge Construction | 14,512.49 | | (14,512.49) | (14,512.49) |
| 5.9.19 | Radio Communications | 8,543.00 | | (8,543.00) | (8,543.00) |
| 5.9.19 | CTSI | 15,260.33 | | (15,260.33) | (15,260.33) |

Powhatan County
 2016 Bond Funded Projects
 New Middle School
 4-301-062100-8302

as of 3/31/2020

| | | | FUNDING SOURCES | | Total |
|------------------------|----------------|---------------|------------------------|-------------------------------|--------------------------------|
| | | | General Fund | Bonds | Budget |
| 10.29.19 | BT# 0000366 | R-2019-50 | 1,466,120.00 | 33,861,000.00 (426,124.48) | 35,327,120.00 34,900,995.52 |
| PAYMENTS | | | | | |
| Date | Vendor | Amount | | | |
| 5.9.19 | Clerk of Works | 8,720.79 | | (8,720.79) | (8,720.79) |
| | | - | - | - | - |
| Total Spent | | 34,900,995.52 | (1,466,120.00) | (33,434,875.52) | (34,900,995.52) |
| Total Budget Remaining | | | - | 0.00 | 0.00 |

Powhatan County
 2016 Bond Funded Projects
 Village Water Tower
 4-301-046000-8301

as of 3/31/2020

| | | | <u>FUNDING SOURCE</u> | <u>Total</u> |
|-----------|--------------------|------------------|-----------------------|---------------------|
| | | | <u>Bonds</u> | <u>Budget</u> |
| R-2017-73 | 10.23.17 | | 3,000,000.00 | 3,000,000.00 |
| | | | (740,000.00) | 2,260,000.00 |
| 10.29.19 | BT# 0000366 | R-2019-50 | (260,441.79) | 1,999,558.21 |

PAYMENTS

| <u>Date</u> | <u>Vendor</u> | <u>Amount</u> | | |
|-------------|------------------------|---------------|--------------|--------------|
| 9.15.16 | Moseley Architects | 30,334.22 | (30,334.22) | (30,334.22) |
| 10.14.16 | Moseley Architects | 10,833.65 | (10,833.65) | (10,833.65) |
| 11.8.16 | Moseley Architects | 4,333.46 | (4,333.46) | (4,333.46) |
| 12.16.16 | Moseley Architects | 8,666.92 | (8,666.92) | (8,666.92) |
| 1.20.17 | Moseley Architects | 30,334.22 | (30,334.22) | (30,334.22) |
| 2.13.17 | Moseley Architects | 6,500.19 | (6,500.19) | (6,500.19) |
| 4.20.17 | Moseley Architects | 26,000.76 | (26,000.76) | (26,000.76) |
| 5.25.17 | Moseley Architects | 15,167.11 | (15,167.11) | (15,167.11) |
| 6.9.17 | Moseley Architects | 13,000.38 | (13,000.38) | (13,000.38) |
| 6.14.17 | Kenbridge Construction | 121,950.00 | (121,950.00) | (121,950.00) |
| 7.21.17 | Kenbridge Construction | 33,080.00 | (33,080.00) | (33,080.00) |
| 7.21.17 | Moseley Architects | 8,666.92 | (8,666.92) | (8,666.92) |
| 9.8.17 | Phoenix Fabricators | 434,762.00 | (434,762.00) | (434,762.00) |
| 9.15.17 | Kenbridge Construction | 6,900.11 | (6,900.11) | (6,900.11) |
| 10.6.17 | Moseley Architects | 6,500.19 | (6,500.19) | (6,500.19) |
| 10.13.17 | Phoenix Fabricators | 441,612.00 | (441,612.00) | (441,612.00) |
| 10.27.17 | Quinn Consulting | 1,052.38 | (1,052.38) | (1,052.38) |
| 11.9.17 | Phoenix Fabricators | 178,750.00 | (178,750.00) | (178,750.00) |
| 12.1.17 | Quinn Consulting | 2,104.76 | (2,104.76) | (2,104.76) |
| 12.8.17 | Phoenix Fabricators | 45,500.00 | (45,500.00) | (45,500.00) |
| 12.21.17 | Moseley Architects | 6,500.19 | (6,500.19) | (6,500.19) |
| 1.19.18 | Moseley Architects | 6,500.19 | (6,500.19) | (6,500.19) |
| 1.19.18 | Phoenix Fabricators | 15,000.00 | (15,000.00) | (15,000.00) |
| 1.19.18 | Quinn Consulting | 2,508.72 | (2,508.72) | (2,508.72) |
| 3.16.18 | Moseley Architects | 6,500.19 | (6,500.19) | (6,500.19) |
| 3.22.18 | Daniel & Company | 79,735.00 | (79,735.00) | (79,735.00) |
| 4.12.18 | Phoenix Fabricators | 51,023.00 | (51,023.00) | (51,023.00) |
| 4.19.18 | Moseley Architects | 6,500.19 | (6,500.19) | (6,500.19) |
| 6.1.18 | Moseley Architects | 6,500.19 | (6,500.19) | (6,500.19) |
| 6.14.18 | Phoenix Fabricators | 55,681.50 | (55,681.50) | (55,681.50) |
| 6.14.18 | Quinn Consulting | 1,421.10 | (1,421.10) | (1,421.10) |
| 6.21.18 | Moseley Architects | 4,333.46 | (4,333.46) | (4,333.46) |
| 7.5.18 | Quinn Consulting | 17,604.22 | (17,604.22) | (17,604.22) |
| 7.10.18 | Phoenix Fabricators | 67,518.79 | (67,518.79) | (67,518.79) |
| 7.23.18 | Moseley Architects | 2,166.73 | (2,166.73) | (2,166.73) |
| 8.29.18 | FDM Testing | 4,940.00 | (4,940.00) | (4,940.00) |
| 8.29.18 | Phoenix Fabricators | 162,549.69 | (162,549.69) | (162,549.69) |

Powhatan County
 2016 Bond Funded Projects
 Village Water Tower
 4-301-046000-8301

as of 3/31/2020

| | | | <u>FUNDING SOURCE</u> | <u>Total</u> |
|-----------|-------------|-----------|-----------------------|---------------|
| | | | <u>Bonds</u> | <u>Budget</u> |
| R-2017-73 | 10.23.17 | | 3,000,000.00 | 3,000,000.00 |
| | | | (740,000.00) | 2,260,000.00 |
| 10.29.19 | BT# 0000366 | R-2019-50 | (260,441.79) | 1,999,558.21 |

| <u>PAYMENTS</u> | | | | |
|------------------------|-----------------------|---------------------|-----------------------|-----------------------|
| <u>Date</u> | <u>Vendor</u> | <u>Amount</u> | | |
| 9.6.18 | Quinn Consulting | 34,468.52 | (34,468.52) | (34,468.52) |
| 11.9.18 | Phoenix Fabricators | 26,151.02 | (26,151.02) | (26,151.02) |
| 11.20.18 | Quinn Consulting | 912.40 | (912.40) | (912.40) |
| 11.20.18 | Moseley Architects | 4,333.46 | (4,333.46) | (4,333.46) |
| 1.10.19 | Moseley Architects | 3,250.09 | (3,250.09) | (3,250.09) |
| 2.14.19 | Moseley Architects | 6,500.19 | (6,500.19) | (6,500.19) |
| 2.14.19 | Moseley Architects | 3,250.10 | (3,250.10) | (3,250.10) |
| 2.25.19 | Phoenix Fabricators | (6,140.00) | 6,140.00 | 6,140.00 |
| 5.8.19 | Village Building Comp | 3,800.00 | (3,800.00) | (3,800.00) |
| | | | - | - |
| Total spent | | <u>1,999,558.21</u> | <u>(1,999,558.21)</u> | <u>(1,999,558.21)</u> |
| Total Budget Remaining | | | <u>0.00</u> | <u>-</u> |

Powhatan County
2016 Bond Funded Projects
Public Radio System
4-301-031200-6001

as of **3/31/2020**

| | | | FUNDING SOURCES | | Total |
|------------------------------------|------------------|--|------------------------|---------------------|----------------------|
| | | | General Fund | Bonds | Budget |
| | | | 90,000.00 | 9,235,000.00 | 9,325,000.00 |
| R-2017-12 3.27.17 | | | | 5,300.19 | 9,330,300.19 |
| 9.22.17 - interest earned on bonds | | | | 89,779.20 | 9,420,079.39 |
| 7.31.18 - interest earned on bonds | R-2018-35 | | | 291,059.86 | 9,711,139.25 |
| 8.1.19 - interest earned on Bonds | R-2019-39 | | | 233,546.37 | 9,944,685.62 |
| 10.29.19 BT# 0000366 | R-2019-50 | | | 726,013.88 | 10,670,699.50 |

| PAYMENTS | | | | | |
|-----------------|--------------------|---------------|-------------|-------------|-------------|
| Date | Vendor | Amount | | | |
| 7.29.16 | CDI | 50,912.15 | (50,912.15) | - | (50,912.15) |
| 8.19.16 | CDI | 1,071.24 | (1,071.24) | - | (1,071.24) |
| 9.15.16 | CDI | 731.16 | (731.16) | - | (731.16) |
| 7.12.17 | Altairis | 18,287.50 | (18,287.50) | - | (18,287.50) |
| 7.28.17 | Altairis | 25,856.25 | (18,997.95) | (6,858.30) | (25,856.25) |
| 9.1.17 | Altairis | 15,787.80 | - | (15,787.80) | (15,787.80) |
| 9.15.17 | Altairis | 18,258.00 | - | (18,258.00) | (18,258.00) |
| 10.27.17 | Altairis | 11,590.25 | - | (11,590.25) | (11,590.25) |
| 11.17.17 | Altairis | 11,482.85 | - | (11,482.85) | (11,482.85) |
| 1.19.18 | Altairis | 26,862.25 | - | (26,862.25) | (26,862.25) |
| 1.25.18 | Altairis | 18,974.00 | - | (18,974.00) | (18,974.00) |
| 2.23.18 | CDI | 3,750.00 | - | (3,750.00) | (3,750.00) |
| 3.2.18 | Altairis | 13,181.75 | - | (13,181.75) | (13,181.75) |
| 3.16.18 | Altairis | 5,459.50 | - | (5,459.50) | (5,459.50) |
| 5.22.18 | Altairis | 16,782.25 | - | (16,782.25) | (16,782.25) |
| 6.14.18 | Altairis | 9,666.00 | - | (9,666.00) | (9,666.00) |
| 6.21.18 | Altairis | 23,912.25 | - | (23,912.25) | (23,912.25) |
| 7.23.18 | Altairis | 21,166.75 | - | (21,166.75) | (21,166.75) |
| 8.10.18 | Carolina Recording | 42,168.44 | - | (42,168.44) | (42,168.44) |
| 8.24.18 | Altairis | 37,030.63 | - | (37,030.63) | (37,030.63) |
| 9.6.18 | Floyd Greene | 105.00 | - | (105.00) | (105.00) |
| 10.24.18 | Altairis | 35,583.19 | - | (35,583.19) | (35,583.19) |
| 10.24.18 | Altairis | 23,000.00 | - | (23,000.00) | (23,000.00) |
| 11.20.18 | Altairis | 30,268.00 | - | (30,268.00) | (30,268.00) |
| 11.20.18 | Floyd Greene | 120.00 | - | (120.00) | (120.00) |
| 12.19.18 | Floyd Greene | 135.00 | - | (135.00) | (135.00) |
| 12.27.18 | Altairis | 28,556.80 | - | (28,556.80) | (28,556.80) |
| 1.10.19 | Floyd Greene | 165.00 | - | (165.00) | (165.00) |
| 1.24.19 | Altairis | 16,468.00 | - | (16,468.00) | (16,468.00) |
| 2.22.19 | Floyd Greene | 150.00 | - | (150.00) | (150.00) |
| 2.26.19 | Amazon | 13.14 | - | (13.14) | (13.14) |
| 2.26.19 | Amazon | 13.47 | - | (13.47) | (13.47) |
| 2.26.19 | Amazon | 17.33 | - | (17.33) | (17.33) |
| 2.26.19 | Amazon | 76.21 | - | (76.21) | (76.21) |

Powhatan County
2016 Bond Funded Projects
Public Radio System
4-301-031200-6001

as of **3/31/2020**

| | | | FUNDING SOURCES | | Total |
|------------------------------------|------------------|--|------------------------|---------------------|----------------------|
| | | | General Fund | Bonds | Budget |
| | | | 90,000.00 | 9,235,000.00 | 9,325,000.00 |
| R-2017-12 3.27.17 | | | | 5,300.19 | 9,330,300.19 |
| 9.22.17 - interest earned on bonds | | | | 89,779.20 | 9,420,079.39 |
| 7.31.18 - interest earned on bonds | R-2018-35 | | | 291,059.86 | 9,711,139.25 |
| 8.1.19 - interest earned on Bonds | R-2019-39 | | | 233,546.37 | 9,944,685.62 |
| 10.29.19 BT# 0000366 | R-2019-50 | | | 726,013.88 | 10,670,699.50 |

| PAYMENTS | | | | | |
|-----------------|-----------------------|---------------|--------------|--|--------------|
| Date | Vendor | Amount | | | |
| 2.26.19 | Amazon | 97.30 | (97.30) | | (97.30) |
| 2.27.19 | Altairis | 45,632.00 | (45,632.00) | | (45,632.00) |
| 3.28.19 | Floyd Greene | 150.00 | (150.00) | | (150.00) |
| 3.28.19 | Altairis | 42,625.91 | (42,625.91) | | (42,625.91) |
| 4.24.19 | Altairis | 51,796.00 | (51,796.00) | | (51,796.00) |
| 4.26.19 | Commonwealth Spectrum | 8,400.00 | (8,400.00) | | (8,400.00) |
| 5.1.19 | Floyd Greene | 135.00 | (135.00) | | (135.00) |
| 5.22.19 | Commonwealth Spectrum | 8,900.00 | (8,900.00) | | (8,900.00) |
| 5.22.19 | Floyd Greene | 150.00 | (150.00) | | (150.00) |
| 6.20.19 | Altairis | 34,270.00 | (34,270.00) | | (34,270.00) |
| 6.20.19 | Altairis | 36,731.00 | (36,731.00) | | (36,731.00) |
| 6.20.19 | Floyd Greene | 150.00 | (150.00) | | (150.00) |
| 7.18.19 | Altairis | 17,204.00 | (17,204.00) | | (17,204.00) |
| 7.18.19 | Floyd Greene | 135.00 | (135.00) | | (135.00) |
| 8.7.19 | Harris Corporation | 970,000.00 | (970,000.00) | | (970,000.00) |
| 8.7.19 | Apex Towers | 4,500.00 | (4,500.00) | | (4,500.00) |
| 8.14.19 | Christopher Martin | 1,000.00 | (1,000.00) | | (1,000.00) |
| 8.20.19 | Floyd Greene | 135.00 | (135.00) | | (135.00) |
| 9.4.19 | Commonwealth Spectrum | 16,800.00 | (16,800.00) | | (16,800.00) |
| 9.11.19 | Altairis | 5,821.60 | (5,821.60) | | (5,821.60) |
| 9.25.19 | Floyd Greene | 210.00 | (210.00) | | (210.00) |
| 10.29.19 | Floyd Greene | 150.00 | (150.00) | | (150.00) |
| 11.13.19 | Altairis | 6,915.40 | (6,915.40) | | (6,915.40) |
| 11.13.19 | Altairis | 7,003.00 | (7,003.00) | | (7,003.00) |
| 11.19.19 | Crown Castle | 250.00 | (250.00) | | (250.00) |
| 11.26.19 | Crown Castle | 2,500.00 | (2,500.00) | | (2,500.00) |
| 11.26.19 | Floyd Greene | 150.00 | (150.00) | | (150.00) |
| 11.26.19 | Crown Castle | 250.00 | (250.00) | | (250.00) |
| 12.3.19 | Capital Lighting | 39.98 | (39.98) | | (39.98) |
| 12.11.19 | Altairis | 25,850.00 | (25,850.00) | | (25,850.00) |
| 1.22.20 | Altairis | 22,748.00 | (22,748.00) | | (22,748.00) |
| 2.20.20 | Commonwealth Spectrum | 606.25 | (606.25) | | (606.25) |
| 2.20.20 | Commonwealth Spectrum | 275.00 | (275.00) | | (275.00) |
| 2.20.20 | Altairis | 29,328.00 | (29,328.00) | | (29,328.00) |

Powhatan County
 2016 Bond Funded Projects
 Public Radio System
 4-301-031200-6001

as of 3/31/2020

| | | | FUNDING SOURCES | | Total |
|------------------------------------|-------------|-----------|-----------------|--------------|---------------|
| | | | General Fund | Bonds | Budget |
| | | | 90,000.00 | 9,235,000.00 | 9,325,000.00 |
| R-2017-12 3.27.17 | | | | 5,300.19 | 9,330,300.19 |
| 9.22.17 - interest earned on bonds | | | | 89,779.20 | 9,420,079.39 |
| 7.31.18 - interest earned on bonds | | R-2018-35 | | 291,059.86 | 9,711,139.25 |
| 8.1.19 - interest earned on Bonds | | R-2019-39 | | 233,546.37 | 9,944,685.62 |
| 10.29.19 | BT# 0000366 | R-2019-50 | | 726,013.88 | 10,670,699.50 |

| PAYMENTS | | | | | |
|------------------------|-----------------------|--------------|-------------|----------------|----------------|
| Date | Vendor | Amount | | | |
| 2.20.20 | Spectator Enterprise | 44,510.00 | (44,510.00) | | (44,510.00) |
| 3.2.20 | Commonwealth Spectrum | 562.50 | (562.50) | | (562.50) |
| 3.2.20 | Crown Castle | 15,000.00 | (15,000.00) | | (15,000.00) |
| 3.9.20 | Commonwealth Spectrum | 712.50 | (712.50) | | (712.50) |
| 3.9.20 | Altairis | 22,278.00 | (22,278.00) | | (22,278.00) |
| 3.26.20 | Altairis | 30,926.00 | (30,926.00) | | (30,926.00) |
| 3.26.20 | Commonwealth Spectrum | 625.00 | (625.00) | | (625.00) |
| - | | | | | |
| Total Spent | | 1,963,124.60 | (90,000.00) | (1,873,124.60) | (1,963,124.60) |
| Total Budget Remaining | | | - | 8,707,574.90 | 8,707,574.90 |

Powhatan County
 2016 Bond Funded Projects
 CAD System
 4-301-032200-0005

as of 3/31/2020

| | FUNDING SOURCES | | | Total |
|-------------------|-----------------|------------|------------|------------|
| | General Fund | Grant | Bonds | Budget |
| | | 150,000.00 | 600,000.00 | 750,000.00 |
| R-2017-43 6.26.17 | 212,000.00 | | | 962,000.00 |

| PAYMENTS | | | | | | |
|----------|-----------------------|------------|-------------|-------------|--------------|--------------|
| Date | Vendor | Amount | | | | |
| | | | | - | - | - |
| 10.27.17 | CDW Government | 15,176.50 | - | (15,176.50) | - | (15,176.50) |
| 11.9.17 | Spillman Technologies | 86,554.00 | - | (86,554.00) | - | (86,554.00) |
| 11.9.17 | Spillman Technologies | 173,107.00 | - | (48,269.50) | (124,837.50) | (173,107.00) |
| 11.9.17 | Spillman Technologies | 86,553.00 | - | - | (86,553.00) | (86,553.00) |
| 11.9.17 | Cas Severn | 5,883.57 | (5,883.57) | - | - | (5,883.57) |
| 11.9.17 | Carahsoft Technology | 9,873.62 | (9,873.62) | - | - | (9,873.62) |
| 12.1.17 | CDW Government | 54,600.00 | (54,600.00) | - | - | (54,600.00) |
| 12.1.17 | Radio Communications | 2,979.00 | (2,979.00) | - | - | (2,979.00) |
| 12.1.17 | Radio Communications | 59,500.00 | (59,500.00) | - | - | (59,500.00) |
| 12.21.17 | CDW Government | 19,226.48 | (19,226.48) | - | - | (19,226.48) |
| 2.16.18 | Marcus Buckland | 665.00 | (665.00) | - | - | (665.00) |
| 3.29.18 | Marcus Buckland | 1,400.00 | (1,400.00) | - | - | (1,400.00) |
| 3.29.18 | Radio Communications | 10,800.00 | (10,800.00) | - | - | (10,800.00) |
| 3.29.18 | Radio Communications | 1,280.00 | (1,280.00) | - | - | (1,280.00) |
| 3.29.18 | Radio Communications | 20,750.00 | (20,750.00) | - | - | (20,750.00) |
| 4.26.18 | Marcus Buckland | 1,610.00 | (1,610.00) | - | - | (1,610.00) |
| 5.18.18 | Red Hat, Inc | 799.00 | (799.00) | - | - | (799.00) |
| 5.22.18 | Marcus Buckland | 840.00 | (840.00) | - | - | (840.00) |
| 5.22.18 | Marcus Buckland | 1,540.00 | (1,540.00) | - | - | (1,540.00) |
| 6.6.18 | Spillman Technologies | 86,554.00 | - | - | (86,554.00) | (86,554.00) |
| 6.27.18 | Dell Marketing | 2,704.83 | (2,704.83) | | | (2,704.83) |
| 7.5.18 | Marcus Buckland | 1,575.00 | - | | (1,575.00) | (1,575.00) |
| 7.5.18 | Marcus Buckland | 1,120.00 | - | | (1,120.00) | (1,120.00) |
| 7.26.18 | Dell Marketing | 5,470.66 | (5,470.66) | | | (5,470.66) |
| 8.16.18 | Marcus Buckland | 1,680.00 | | | (1,680.00) | (1,680.00) |
| 8.16.18 | Marcus Buckland | 1,225.00 | | | (1,225.00) | (1,225.00) |
| 8.24.18 | AT&T | 1,201.25 | (1,201.25) | | | (1,201.25) |
| 9.6.18 | Spillman Technologies | 57,702.00 | | | (57,702.00) | (57,702.00) |
| 9.6.18 | Spillman Technologies | 57,702.00 | | | (57,702.00) | (57,702.00) |
| 10.11.18 | Marcus Buckland | 1,190.00 | | | (1,190.00) | (1,190.00) |
| 10.11.18 | Marcus Buckland | 980.00 | | | (980.00) | (980.00) |
| 11.20.18 | AT&T | 3.75 | (3.75) | | | (3.75) |
| 12.14.18 | AT&T | 5.00 | (5.00) | | | (5.00) |
| 12.27.18 | Marcus Buckland | 2,100.00 | | | (2,100.00) | (2,100.00) |
| 12.27.18 | Marcus Buckland | 1,470.00 | | | (1,470.00) | (1,470.00) |
| 2.14.19 | Marcus Buckland | 1,330.00 | | | (1,330.00) | (1,330.00) |
| 2.14.19 | Marcus Buckland | 980.00 | | | (980.00) | (980.00) |
| 3.28.19 | Marcus Buckland | 1,470.00 | | | (1,470.00) | (1,470.00) |
| 4.17.19 | Dell Marketing | 4,300.00 | (4,300.00) | | | (4,300.00) |
| 4.17.19 | Dell Marketing | 1,100.00 | (1,100.00) | | | (1,100.00) |
| 4.17.19 | Dell Marketing | (2,681.45) | 2,681.45 | | | 2,681.45 |

Powhatan County
 2016 Bond Funded Projects
 CAD System
 4-301-032200-0005

as of 3/31/2020

| | | | FUNDING SOURCES | | | Total |
|------------------------|----------------------|------------|-----------------|--------------|--------------|--------------|
| | | | General Fund | Grant | Bonds | Budget |
| R-2017-43 6.26.17 | | | 212,000.00 | 150,000.00 | 600,000.00 | 750,000.00 |
| | | | | | | 962,000.00 |
| PAYMENTS | | | | | | |
| Date | Vendor | Amount | | | | |
| 5.8.19 | Cas Severn | 15,824.56 | | | (15,824.56) | (15,824.56) |
| 6.13.19 | Marcus Buckland | 1,435.00 | | | (1,435.00) | (1,435.00) |
| 7.12.19 | Marcus Buckland | 840.00 | | | (840.00) | (840.00) |
| 9.4.19 | Commsys | 5,000.00 | | | (5,000.00) | (5,000.00) |
| 10.8.19 | Marcus Buckland | 425.00 | | | (425.00) | (425.00) |
| 10.8.19 | Marcus Buckland | 875.00 | | | (875.00) | (875.00) |
| 11.7.19 | Dell Marketing | 17,100.00 | (8,149.29) | | (8,950.71) | (17,100.00) |
| 11.7.19 | Dell Marketing | 3,975.00 | | | (3,975.00) | (3,975.00) |
| 11.7.19 | Marcus Buckland | 840.00 | | | (840.00) | (840.00) |
| 11.13.19 | Radio Communications | 1,174.00 | | | (1,174.00) | (1,174.00) |
| 11.13.19 | Radio Communications | 7,058.25 | | | (7,058.25) | (7,058.25) |
| 1.14.20 | Motorola Solutions | 2,620.00 | | | (2,620.00) | (2,620.00) |
| 1.14.20 | Motorola Solutions | 2,620.00 | | | (2,620.00) | (2,620.00) |
| 3.9.20 | Motorola Solutions | 2,620.00 | | | (2,620.00) | (2,620.00) |
| 3.26.20 | Motorola Solutions | 2,620.00 | | | (2,620.00) | (2,620.00) |
| 3.26.20 | APCO International | 15,500.00 | | | (15,500.00) | (15,500.00) |
| - | | | | | | |
| Total Spent | | 862,846.02 | (212,000.00) | (150,000.00) | (500,846.02) | (862,846.02) |
| Total Budget Remaining | | | - | - | 99,153.98 | 99,153.98 |

Powhatan County
 2016 Bond Funded Projects
 Radio Towers
 4-301-012510-0001

as of 3/31/2020

| | | | <u>FUNDING SOURCE</u> | <u>Total</u> |
|------------------------|--------------------|-----------------|-----------------------|---------------------|
| | | | <u>Bonds</u> | <u>Budget</u> |
| | | | 1,035,000.00 | 1,035,000.00 |
| PAYMENTS | | | | |
| <u>Date</u> | <u>Vendor</u> | <u>Amount</u> | | |
| | | | - | - |
| 4.20.17 | Malouf Engineering | 2,500.00 | (2,500.00) | (2,500.00) |
| 5.5.17 | Malouf Engineering | 1,000.00 | (1,000.00) | (1,000.00) |
| 6.14.17 | Duley's Electric | 5,810.00 | (5,810.00) | (5,810.00) |
| | | | - | - |
| | | | - | - |
| Total Spent | | <u>9,310.00</u> | <u>(9,310.00)</u> | <u>(9,310.00)</u> |
| Total Budget Remaining | | | <u>1,025,690.00</u> | <u>1,025,690.00</u> |

Powhatan County
2016 Bond Funded Projects
Courthouse Expansion
4-301-031200-6002

as of **3/31/2020**

| | FUNDING SOURCES | | Total |
|--------------------|-------------------|---------------------|---------------------|
| | General Fund | Bonds | Budget |
| | 300,000.00 | 2,400,000.00 | 2,700,000.00 |
| R-2017-43 6.26.17 | 283,000.00 | | 2,983,000.00 |
| R-2017-73 10.23.17 | | 740,000.00 | 3,723,000.00 |
| R-2017-76 10.23.17 | 200,000.00 | | 3,923,000.00 |

PAYMENTS

| Date | Vendor | Amount Paid | | | |
|----------|--------------------|-------------|-------------|--------------|--------------|
| 12.18.15 | Moseley Architects | 10,220.00 | (10,220.00) | - | (10,220.00) |
| 1.26.16 | Moseley Architects | 1,110.00 | (1,110.00) | - | (1,110.00) |
| 2.12.16 | Moseley Architects | 11,260.00 | (11,260.00) | - | (11,260.00) |
| 3.14.16 | Moseley Architects | 1,745.00 | (1,745.00) | - | (1,745.00) |
| 4.8.16 | Moseley Architects | 12,215.00 | (12,215.00) | - | (12,215.00) |
| 5.13.16 | Moseley Architects | 17,470.00 | (17,470.00) | - | (17,470.00) |
| 7.12.16 | Moseley Architects | 6,980.00 | (6,980.00) | - | (6,980.00) |
| 7.14.16 | Moseley Architects | 34,725.00 | (34,725.00) | - | (34,725.00) |
| 8.12.16 | Moseley Architects | 11,575.00 | (11,575.00) | - | (11,575.00) |
| 2.3.17 | Moseley Architects | 34,047.74 | (34,047.74) | - | (34,047.74) |
| 2.13.17 | Moseley Architects | 37,240.00 | (37,240.00) | - | (37,240.00) |
| 3.10.17 | Moseley Architects | 45,101.00 | (45,101.00) | - | (45,101.00) |
| 4.6.17 | Moseley Architects | 2,793.00 | (2,793.00) | - | (2,793.00) |
| 5.5.17 | Moseley Architects | 4,040.48 | (4,040.48) | - | (4,040.48) |
| 6.9.17 | Moseley Architects | 11,825.94 | (11,825.94) | - | (11,825.94) |
| 9.8.17 | Moseley Architects | 2,000.00 | (2,000.00) | - | (2,000.00) |
| 10.6.17 | Moseley Architects | 2,500.00 | (2,500.00) | - | (2,500.00) |
| 10.27.17 | RC Goodwyn | 54.81 | (54.81) | - | (54.81) |
| 11.9.17 | Moseley Architects | 5,000.00 | (5,000.00) | - | (5,000.00) |
| 11.9.17 | Daniel & Co | 334,172.00 | - | (334,172.00) | (334,172.00) |
| 11.17.17 | ECS Mid Atlantic | 809.87 | - | (809.87) | (809.87) |
| 12.8.17 | Moseley Architects | 8,840.00 | (8,840.00) | - | (8,840.00) |
| 12.14.17 | Daniel & Co | 358,439.00 | - | (358,439.00) | (358,439.00) |
| 1.19.18 | Daniel & Co | 113,110.00 | - | (113,110.00) | (113,110.00) |
| 1.19.18 | Moseley Architects | 8,840.00 | (8,840.00) | - | (8,840.00) |
| 2.2.18 | ECS Mid Atlantic | 2,092.59 | - | (2,092.59) | (2,092.59) |
| 2.9.18 | Daniel & Co | 215,815.00 | - | (215,815.00) | (215,815.00) |
| 2.9.18 | J&W Tree Service | 600.00 | - | (600.00) | (600.00) |
| 2.16.18 | ECS Mid Atlantic | 4,404.78 | - | (4,404.78) | (4,404.78) |
| 3.7.18 | Moseley Architects | 11,840.00 | - | (11,840.00) | (11,840.00) |
| 3.16.18 | Daniel & Co | 144,455.00 | - | (144,455.00) | (144,455.00) |
| 3.22.18 | ECS Mid Atlantic | 1,855.86 | - | (1,855.86) | (1,855.86) |
| 4.26.18 | ECS Mid Atlantic | 690.56 | - | (690.56) | (690.56) |

Powhatan County
2016 Bond Funded Projects
Courthouse Expansion
4-301-031200-6002

as of **3/31/2020**

| | FUNDING SOURCES | | Total |
|--------------------|-------------------|---------------------|---------------------|
| | General Fund | Bonds | Budget |
| | 300,000.00 | 2,400,000.00 | 2,700,000.00 |
| R-2017-43 6.26.17 | 283,000.00 | | 2,983,000.00 |
| R-2017-73 10.23.17 | | 740,000.00 | 3,723,000.00 |
| R-2017-76 10.23.17 | 200,000.00 | | 3,923,000.00 |

PAYMENTS

| Date | Vendor | Amount Paid | | | |
|----------|-----------------------|-------------|-------------|--------------|--------------|
| 4.26.18 | Moseley Architects | 8,000.00 | - | (8,000.00) | (8,000.00) |
| 4.26.18 | Moseley Architects | 8,840.00 | - | (8,840.00) | (8,840.00) |
| 5.10.18 | Daniel & Co | 173,843.00 | | (173,843.00) | (173,843.00) |
| 5.10.18 | Daniel & Co | 224,835.00 | | (224,835.00) | (224,835.00) |
| 5.10.18 | Moseley Architects | 5,000.00 | (5,000.00) | - | (5,000.00) |
| 5.18.18 | ECS Mid Atlantic | 690.12 | (690.12) | - | (690.12) |
| 6.6.18 | Moseley Architects | 7,250.00 | (7,250.00) | - | (7,250.00) |
| 6.21.18 | Daniel & Co | 192,471.00 | - | (192,471.00) | (192,471.00) |
| 7.23.18 | Daniel & Co | 234,998.00 | | (234,998.00) | (234,998.00) |
| 7.23.18 | ECS Mid Atlantic | 318.06 | | (318.06) | (318.06) |
| 8.10.18 | JE#5111 correction | 100.00 | (100.00) | | (100.00) |
| 8.16.18 | Daniel & Co | 175,293.00 | | (175,293.00) | (175,293.00) |
| 9.6.18 | ECS Mid Atlantic | 467.37 | (467.37) | | (467.37) |
| 9.12.18 | Daniel & Co | 344,142.00 | | (344,142.00) | (344,142.00) |
| 9.12.18 | ECS Mid Atlantic | 1,421.86 | | (1,421.86) | (1,421.86) |
| 10.4.18 | Moseley Architects | 2,310.00 | (2,310.00) | - | (2,310.00) |
| 10.4.18 | Moseley Architects | 2,750.72 | (2,750.72) | - | (2,750.72) |
| 10.11.18 | Daniel & Co | 164,367.00 | | (164,367.00) | (164,367.00) |
| 11.9.18 | Moseley Architects | 646.64 | (646.64) | | (646.64) |
| 11.16.18 | Daniel & Co | 97,739.00 | | (97,739.00) | (97,739.00) |
| 12.19.18 | Adams Oil | 864.16 | | (864.16) | (864.16) |
| 12.19.18 | Daniel & Co | 214,906.00 | | (214,906.00) | (214,906.00) |
| 12.19.18 | Monarch Consulting | 2,062.50 | | (2,062.50) | (2,062.50) |
| 12.19.18 | Staples Business | 1,718.18 | | (1,718.18) | (1,718.18) |
| 1.10.19 | Moseley Architects | 800.00 | (800.00) | | (800.00) |
| 1.10.19 | Russ Bassett Corp | 71,990.00 | (71,990.00) | | (71,990.00) |
| 1.10.19 | Amazon | 209.97 | (209.97) | | (209.97) |
| 1.10.19 | Amazon | 69.99 | (69.99) | | (69.99) |
| 1.10.19 | Amazon | 466.90 | (466.90) | | (466.90) |
| 1.10.19 | Amazon | 1,897.98 | (1,897.98) | | (1,897.98) |
| 1.10.19 | Amazon | 449.24 | (449.24) | | (449.24) |
| 1.11.19 | Russ Bassett Corp | 525.00 | (525.00) | | (525.00) |
| 1.11.19 | Atlantic Corporate | 5,101.39 | (5,101.39) | | (5,101.39) |
| 1.11.19 | Daniel & Co | 123,456.00 | (17,559.42) | (105,896.58) | (123,456.00) |
| 1.11.19 | Virginia Correctional | 6,684.36 | (6,684.36) | | (6,684.36) |
| 2.7.19 | Arhitectural product | 96.00 | (96.00) | | (96.00) |

Powhatan County
2016 Bond Funded Projects
Courthouse Expansion
4-301-031200-6002

as of **3/31/2020**

| | FUNDING SOURCES | | Total |
|--------------------|-------------------|---------------------|---------------------|
| | General Fund | Bonds | Budget |
| | 300,000.00 | 2,400,000.00 | 2,700,000.00 |
| R-2017-43 6.26.17 | 283,000.00 | | 2,983,000.00 |
| R-2017-73 10.23.17 | | 740,000.00 | 3,723,000.00 |
| R-2017-76 10.23.17 | 200,000.00 | | 3,923,000.00 |

PAYMENTS

| Date | Vendor | Amount Paid | | |
|---------|---------------------------|-------------|--------------|--------------|
| 2.7.19 | Capital Tristate | 142.97 | (142.97) | (142.97) |
| 2.14.19 | Daniel & Co | 136,735.00 | (136,735.00) | (136,735.00) |
| 2.14.19 | Radio Communications | 2,774.00 | (2,774.00) | (2,774.00) |
| 2.22.19 | ECS Mid Atlantic | 699.87 | (699.87) | (699.87) |
| 2.27.19 | Farmville Wholesale | 100.00 | (100.00) | (100.00) |
| 3.14.19 | Farmville Wholesale | 25.00 | (25.00) | (25.00) |
| 3.20.19 | Radio Communications | 31,903.00 | (31,903.00) | (31,903.00) |
| 3.20.19 | Communications Specialist | 850.07 | (850.07) | (850.07) |
| 3.20.19 | Daniel & Co | 22,270.00 | (22,270.00) | (22,270.00) |
| 3.28.19 | Farmville Wholesale | 50.00 | (50.00) | (50.00) |
| 3.28.19 | Farmville Wholesale | 25.00 | (25.00) | (25.00) |
| 4.3.19 | ECS Mid Atlantic | 482.62 | (482.62) | (482.62) |
| 4.11.19 | Daniel & Co | 29,705.00 | (29,705.00) | (29,705.00) |
| 4.11.19 | Eagle Fire | 566.00 | (566.00) | (566.00) |
| 4.11.19 | R.C. Goodwyn | 103.96 | (103.96) | (103.96) |
| 4.11.19 | R.C. Goodwyn | 11.98 | (11.98) | (11.98) |
| 4.17.19 | ECS Mid Atlantic | 532.56 | (532.56) | (532.56) |
| 4.11.19 | Russ Bassett Corp | 495.00 | (495.00) | (495.00) |
| 4.17.19 | Russ Bassett Corp | 525.00 | (525.00) | (525.00) |
| 4.11.19 | Staples Business | 46,084.20 | (46,084.20) | (46,084.20) |
| 4.11.19 | Lowe's | 1,541.58 | (1,541.58) | (1,541.58) |
| 5.1.19 | Radio Communications | 80,782.88 | (80,782.88) | (80,782.88) |
| 5.1.19 | Yard works | 112.00 | (112.00) | (112.00) |
| 5.1.19 | Yard works | 112.00 | (112.00) | (112.00) |
| 5.8.19 | Bound Tree Medical | 1,330.00 | (1,330.00) | (1,330.00) |
| 5.16.19 | Daniel & Co | 14,732.00 | (14,732.00) | (14,732.00) |
| 5.16.19 | Grainger | 51.29 | (51.29) | (51.29) |
| 5.16.19 | Courtois | 15.00 | (15.00) | (15.00) |
| 5.16.19 | RC Goodwyn | 131.54 | (131.54) | (131.54) |
| 5.22.19 | Amazon | 2,061.44 | (2,061.44) | (2,061.44) |
| 5.29.19 | Russ Bassett Corp | 30.00 | (30.00) | (30.00) |
| 6.5.19 | Farmville Wholesale | 79.56 | (79.56) | (79.56) |
| 6.5.19 | Eagle Fire | 1,625.00 | (1,625.00) | (1,625.00) |
| 6.5.19 | Eagle Fire | 300.00 | (300.00) | (300.00) |
| 6.5.19 | First Witness Security | 234.50 | (234.50) | (234.50) |
| 6.5.19 | CTSI | 4,220.33 | (4,220.33) | (4,220.33) |

Powhatan County
 2016 Bond Funded Projects
 Courthouse Expansion
 4-301-031200-6002

as of 3/31/2020

| | FUNDING SOURCES | | Total |
|--------------------|-----------------|--------------|--------------|
| | General Fund | Bonds | Budget |
| | 300,000.00 | 2,400,000.00 | 2,700,000.00 |
| R-2017-43 6.26.17 | 283,000.00 | | 2,983,000.00 |
| R-2017-73 10.23.17 | | 740,000.00 | 3,723,000.00 |
| R-2017-76 10.23.17 | 200,000.00 | | 3,923,000.00 |

| PAYMENTS | | | |
|------------------------|------------------------|--------------|----------------|
| Date | Vendor | Amount Paid | |
| 6.5.19 | Price Supply | 33.97 | (33.97) |
| 6.5.19 | R.E.M. Concrete | 800.00 | (800.00) |
| 6.13.19 | Monarch Consulting | 1,125.00 | (1,125.00) |
| 7.1.19 | CTSI | 1,526.44 | (1,526.44) |
| 8.28.19 | Powhatan Lock Services | 300.57 | (300.57) |
| 12.3.19 | Daniel & Co | 3,125.60 | (3,125.60) |
| | | - | - |
| Total spent | | 3,923,000.00 | (783,000.00) |
| | | | (3,140,000.00) |
| | | | (3,923,000.00) |
| Total Budget Remaining | | 0.00 | - |

Powhatan County
 2016 Bond Funded Projects
 Field Improvements
 4-301-071120-8301
 4-301-071120-8303

as of 3/31/2020

| | FUNDING SOURCES | | Total |
|------------|-----------------|------------|------------|
| | General Fund | Bonds | Budget |
| | 42,000.00 | 668,000.00 | 710,000.00 |
| BT 6.19.18 | (123.53) | | 709,876.47 |

PAYMENTS

| Date | Vendor | Amount | | | |
|------------------------|----------------------|------------|-------------|--------------|--------------|
| 8.12.16 | Innovative Turf | 39,180.00 | (39,180.00) | - | (39,180.00) |
| 8.19.16 | RC Goodwyn | 47.35 | (47.35) | - | (47.35) |
| 9.2.16 | Gulfstream Whirlpool | 2,555.00 | (2,555.00) | - | (2,555.00) |
| 10.28.16 | Musco Lighting | 327,406.00 | - | (327,406.00) | (327,406.00) |
| 11.4.16 | RC Goodwyn | 62.50 | (62.50) | | (62.50) |
| 11.16.16 | Hercules Fence | 36,700.00 | - | (36,700.00) | (36,700.00) |
| 11.16.16 | Home Depot | 31.62 | (31.62) | | (31.62) |
| 12.16.16 | Hercules Fence | 15,800.00 | - | (15,800.00) | (15,800.00) |
| 12.16.16 | Musco Lighting | 243,382.00 | - | (243,382.00) | (243,382.00) |
| 1.20.17 | R.C. Goodwyn | 107.64 | - | (107.64) | (107.64) |
| 1.31.17 | Merchant Metals | 406.80 | - | (406.80) | (406.80) |
| 2.3.17 | BSN Sports, LLC | 1,370.00 | - | (1,370.00) | (1,370.00) |
| 2.22.17 | Village Building Co. | 5,875.00 | - | (5,875.00) | (5,875.00) |
| 3.3.17 | Merchant Metals | 59.99 | - | (59.99) | (59.99) |
| 3.3.17 | Luck Stone | 70.68 | - | (70.68) | (70.68) |
| 3.10.17 | Fens Land Services | 2,395.00 | - | (2,395.00) | (2,395.00) |
| 3.10.17 | R.C Goodwyn | 242.56 | - | (242.56) | (242.56) |
| 3.10.17 | Icon Sign | 4,892.00 | - | (4,892.00) | (4,892.00) |
| 4.6.17 | R.C. Goodwyn | 755.69 | - | (755.69) | (755.69) |
| 6.14.17 | Time Technologies | 8,708.75 | - | (8,708.75) | (8,708.75) |
| 12.14.17 | Innovative Turf | 8,500.00 | - | (8,500.00) | (8,500.00) |
| 12.14.17 | Innovative Turf | 6,480.00 | - | (6,480.00) | (6,480.00) |
| 11.29.18 | BSN Sports, LLC | 3,387.00 | - | (3,387.00) | (3,387.00) |
| 12.20.19 | Icon Sign | 1,460.89 | - | (1,460.89) | (1,460.89) |
| | | | - | | - |
| Total spent | | 709,876.47 | (41,876.47) | (668,000.00) | (709,876.47) |
| Total Budget Remaining | | | - | - | - |

Powhatan County
 2016 Bond Funded Projects
 Joint Transportation Facility
 4-301-042000-8301

as of 3/31/2020

| Resolutions | FUNDING SOURCES | | | Total Budget |
|--------------------------------|-----------------|--------------|--------------|--------------|
| | Cash Proffers | General Fund | Bonds | |
| | | 500,000.00 | 3,656,000.00 | 4,156,000.00 |
| R-2016-98 12.19.16 | 367,396.00 | 125,708.00 | | 4,649,104.00 |
| 10.29.19 BT# 0000366 R-2019-50 | | | (39,447.61) | 4,609,656.39 |

| PAYMENTS | | | | | | |
|----------|---------------------|------------|--------------|--------------|--------------|--------------|
| Date | Vendor | Amount | | | | |
| 7.2.15 | Powhatan RE | 211,264.78 | - | (211,264.78) | - | (211,264.78) |
| 11.20.15 | BCWH Inc | 11,505.65 | - | (11,505.65) | - | (11,505.65) |
| 12.18.15 | BCWH Inc | 36,402.45 | - | (36,402.45) | - | (36,402.45) |
| 1.14.16 | BCWH Inc | 34,202.05 | - | (34,202.05) | - | (34,202.05) |
| 2.5.16 | BCWH Inc | 39,667.60 | - | (39,667.60) | - | (39,667.60) |
| 3.18.16 | BCWH Inc | 33,833.20 | - | (33,833.20) | - | (33,833.20) |
| 4.15.16 | BCWH Inc | 42,126.48 | - | (42,126.48) | - | (42,126.48) |
| 5.19.16 | BCWH Inc | 22,279.92 | - | (22,279.92) | - | (22,279.92) |
| 6.9.16 | BCWH Inc | 9,725.65 | - | (9,725.65) | - | (9,725.65) |
| 6.21.16 | Treasurer of VA | 2,700.00 | - | (2,700.00) | - | (2,700.00) |
| 7.29.16 | Work Environment | 3,495.00 | - | (3,495.00) | - | (3,495.00) |
| 8.12.16 | Powhatan RE | 748.33 | - | (748.33) | - | (748.33) |
| 9.30.16 | BCWH Inc | 7,823.09 | - | (7,823.09) | - | (7,823.09) |
| 11.18.16 | BCWH Inc | 4,088.11 | - | (4,088.11) | - | (4,088.11) |
| 12.16.16 | BCWH Inc | 6,448.96 | - | (6,448.96) | - | (6,448.96) |
| 1.20.17 | BCWH Inc | 6,455.34 | - | (6,455.34) | - | (6,455.34) |
| 2.3.17 | BCWH Inc | 6,698.96 | - | (6,698.96) | - | (6,698.96) |
| 2.3.17 | Daniel & Co | 291,595.00 | (145,352.57) | (146,242.43) | - | (291,595.00) |
| 2.3.17 | Dominion Va Power | 228.50 | (228.50) | - | - | (228.50) |
| 2.22.17 | Southside Electric | 5,135.76 | (5,135.76) | - | - | (5,135.76) |
| 3.16.17 | BCWH, Inc | 6,115.34 | (6,115.34) | - | - | (6,115.34) |
| 3.16.17 | Daniel & Company | 317,332.00 | (210,563.83) | - | (106,768.17) | (317,332.00) |
| 4.6.17 | BCWH, Inc | 9,817.58 | - | - | (9,817.58) | (9,817.58) |
| 4.6.17 | Daniel & Company | 279,883.00 | - | - | (279,883.00) | (279,883.00) |
| 5.5.17 | Daniel & Company | 511,571.00 | - | - | (511,571.00) | (511,571.00) |
| 5.18.17 | BCWH, Inc | 12,142.15 | - | - | (12,142.15) | (12,142.15) |
| 6.2.17 | Rotary Lift Vehicle | 47,482.05 | - | - | (47,482.05) | (47,482.05) |
| 6.9.17 | Daniel & Company | 235,695.00 | - | - | (235,695.00) | (235,695.00) |
| 6.9.17 | BCWH, Inc | 9,348.96 | - | - | (9,348.96) | (9,348.96) |
| 7.21.17 | BCWH, Inc | 5,948.96 | - | - | (5,948.96) | (5,948.96) |
| 7.21.17 | Daniel & Company | 282,523.00 | - | - | (282,523.00) | (282,523.00) |
| 8.11.17 | BCWH, Inc | 5,577.15 | - | - | (5,577.15) | (5,577.15) |
| 8.11.17 | Daniel & Company | 245,992.00 | - | - | (245,992.00) | (245,992.00) |
| 9.15.17 | Daniel & Company | 227,380.00 | - | - | (227,380.00) | (227,380.00) |
| 9.29.17 | BCWH, Inc | 5,948.96 | - | - | (5,948.96) | (5,948.96) |
| 10.13.17 | Victor Products | 2,199.31 | - | - | (2,199.31) | (2,199.31) |
| 10.27.17 | Daniel & Company | 181,872.00 | - | - | (181,872.00) | (181,872.00) |
| 10.27.17 | HIKO Inc | 20,520.00 | - | - | (20,520.00) | (20,520.00) |
| 10.27.17 | CDW Government | 7,862.22 | - | - | (7,862.22) | (7,862.22) |
| 11.9.17 | Ohio Rack Inc | 565.00 | - | - | (565.00) | (565.00) |
| 11.17.17 | Supply Room | 10,073.73 | - | - | (10,073.73) | (10,073.73) |

Powhatan County
 2016 Bond Funded Projects
 Joint Transportation Facility
 4-301-042000-8301

as of 3/31/2020

| Resolutions | FUNDING SOURCES | | | Total Budget |
|--------------------------------|-----------------|--------------|--------------|--------------|
| | Cash Proffers | General Fund | Bonds | |
| | | 500,000.00 | 3,656,000.00 | 4,156,000.00 |
| R-2016-98 12.19.16 | 367,396.00 | 125,708.00 | | 4,649,104.00 |
| 10.29.19 BT# 0000366 R-2019-50 | | | (39,447.61) | 4,609,656.39 |

| PAYMENTS | | | | | | |
|----------|------------------|------------|---|---|--------------|--------------|
| Date | Vendor | Amount | | | | |
| 11.17.17 | JMS Group | 6,227.94 | - | - | (6,227.94) | (6,227.94) |
| 11.17.17 | Ingersol Rand | 7,391.25 | - | - | (7,391.25) | (7,391.25) |
| 11.17.17 | Daniel & Company | 284,396.00 | - | - | (284,396.00) | (284,396.00) |
| 11.17.17 | Grainger | 3,592.26 | - | - | (3,592.26) | (3,592.26) |
| 12.1.17 | HIKO Inc | 45,081.02 | - | - | (45,081.02) | (45,081.02) |
| 12.1.17 | Ingersol Rand | 2,365.00 | - | - | (2,365.00) | (2,365.00) |
| 12.8.17 | Grainger | 7,545.60 | - | - | (7,545.60) | (7,545.60) |
| 12.8.17 | Ingersol Rand | 650.00 | - | - | (650.00) | (650.00) |
| 12.8.17 | Lyon | 13,716.46 | - | - | (13,716.46) | (13,716.46) |
| 12.8.17 | Supply Room | 1,355.10 | - | - | (1,355.10) | (1,355.10) |
| 12.14.17 | BCWH, Inc | 12,580.34 | - | - | (12,580.34) | (12,580.34) |
| 12.14.17 | JMS Group | 1,679.25 | - | - | (1,679.25) | (1,679.25) |
| 12.14.17 | Rental Works | 404.95 | - | - | (404.95) | (404.95) |
| 12.14.17 | Richmond Alarm | 19,791.25 | - | - | (19,791.25) | (19,791.25) |
| 12.21.17 | Cummins-Wagner | 5,200.00 | - | - | (5,200.00) | (5,200.00) |
| 12.21.17 | JH Pence Company | 400.00 | - | - | (400.00) | (400.00) |
| 1.19.18 | Daniel & Company | 74,354.00 | - | - | (74,354.00) | (74,354.00) |
| 1.19.18 | Daniel & Company | 102,014.00 | - | - | (102,014.00) | (102,014.00) |
| 1.19.18 | Ingersol Rand | 300.00 | - | - | (300.00) | (300.00) |
| 1.19.18 | Rental Works | 404.95 | - | - | (404.95) | (404.95) |
| 1.19.18 | Richmond Alarm | 8,513.24 | - | - | (8,513.24) | (8,513.24) |
| 1.19.18 | Richmond Alarm | 2,199.03 | - | - | (2,199.03) | (2,199.03) |
| 1.19.18 | Seacomm | 2,019.17 | - | - | (2,019.17) | (2,019.17) |
| 1.25.18 | Void check | (404.95) | - | - | 404.95 | 404.95 |
| 2.9.18 | AM Davis | 20,823.00 | - | - | (20,823.00) | (20,823.00) |
| 2.9.18 | ACE Signs | 651.00 | - | - | (651.00) | (651.00) |
| 2.9.18 | Daniel & Co | 64,129.00 | - | - | (64,129.00) | (64,129.00) |
| 2.16.18 | Baird Petroleum | 4,000.00 | - | - | (4,000.00) | (4,000.00) |
| 2.16.18 | HIKO Inc | 50,116.40 | - | - | (50,116.40) | (50,116.40) |
| 2.16.18 | J.H. Pence | 1,277.00 | - | - | (1,277.00) | (1,277.00) |
| 2.16.18 | JMS Group LLC | 717.96 | - | - | (717.96) | (717.96) |
| 2.16.18 | Tire-Rack | 7,492.00 | - | - | (7,492.00) | (7,492.00) |
| 3.16.18 | Baird Petroleum | 2,475.00 | - | - | (2,475.00) | (2,475.00) |
| 3.22.18 | Daniel & Co | 73,393.00 | - | - | (73,393.00) | (73,393.00) |
| 4.12.18 | Blossman Gas | 1,341.00 | - | - | (1,341.00) | (1,341.00) |
| 4.12.18 | Daniel & Co | 161,768.00 | - | - | (161,768.00) | (161,768.00) |
| 4.12.18 | Grainger | 4,198.50 | - | - | (4,198.50) | (4,198.50) |
| 4.19.18 | Tate & Hill | 1,500.00 | - | - | (1,500.00) | (1,500.00) |
| 4.19.18 | Supply Room | 6,586.18 | - | - | (6,586.18) | (6,586.18) |
| 4.26.18 | Baird Petroleum | 4,960.00 | - | - | (4,960.00) | (4,960.00) |

Powhatan County
 2016 Bond Funded Projects
 Joint Transportation Facility
 4-301-042000-8301

as of 3/31/2020

| Resolutions | | | FUNDING SOURCES | | | Total Budget |
|------------------------|-----------------|--------------|-----------------|--------------|----------------|----------------|
| | | | Cash Proffers | General Fund | Bonds | |
| | | | | 500,000.00 | 3,656,000.00 | 4,156,000.00 |
| R-2016-98 | 12.19.16 | | 367,396.00 | 125,708.00 | | 4,649,104.00 |
| 10.29.19 | BT# 0000366 | R-2019-50 | | | (39,447.61) | 4,609,656.39 |
| PAYMENTS | | | | | | |
| Date | Vendor | Amount | | | | |
| 4.26.18 | Spatco Energy | 12,972.00 | - | - | (12,972.00) | (12,972.00) |
| 5.22.18 | Baird Petroleum | 2,695.99 | - | - | (2,695.99) | (2,695.99) |
| 5.22.18 | Daniel & Co | 195,343.00 | - | - | (195,343.00) | (195,343.00) |
| 6.1.18 | BCWH, Inc | 5,921.55 | - | - | (5,921.55) | (5,921.55) |
| 6.1.18 | Spatco Energy | 31,741.64 | - | - | (31,741.64) | (31,741.64) |
| 6.1.18 | Tate & Hill | 536.00 | - | - | (536.00) | (536.00) |
| 6.6.18 | Grainger | 1,661.18 | - | - | (1,661.18) | (1,661.18) |
| 6.6.18 | Spatco Energy | 5,329.00 | - | - | (5,329.00) | (5,329.00) |
| 7.31.18 | Clerk Salary | 57,521.53 | - | - | (57,521.53) | (57,521.53) |
| 7.5.18 | Baird Petroleum | 1,181.95 | - | - | (1,181.95) | (1,181.95) |
| 7.5.18 | Richmond Alarm | 4,281.08 | - | - | (4,281.08) | (4,281.08) |
| 7.26.18 | Daniel & Co | 12,005.00 | - | - | (12,005.00) | (12,005.00) |
| 8.1.18 | Daniel & Co | 10,906.00 | - | - | (10,906.00) | (10,906.00) |
| 3.28.19 | BCWH, Inc | 5,921.55 | - | - | (5,921.55) | (5,921.55) |
| 4.24.19 | Lyon | 4,569.28 | - | - | (4,569.28) | (4,569.28) |
| 8.20.19 | Daniel & Co | 42,666.00 | - | - | (42,666.00) | (42,666.00) |
| 8.20.19 | Quinn Evans | 3,664.00 | - | - | (3,664.00) | (3,664.00) |
| 9.26.19 | Russell Wilson | 1,261.50 | - | - | (1,261.50) | (1,261.50) |
| | | - | - | - | - | - |
| Total spent | | 4,609,656.39 | (367,396.00) | (625,708.00) | (3,616,552.39) | (4,609,656.39) |
| Total Budget Remaining | | | - | - | (0.00) | - |

Powhatan County
2018 Bond Funded Projects
Total All Projects

as of 3/31/2020

| | <u>General Fund Funded</u> | <u>Bond Funded</u> | <u>Total Budget</u> |
|------------------------|--------------------------------|------------------------|-------------------------|
| Budget | 530,000.00 | 9,543,117.04 | 10,073,117.04 |
| Spent | (166,758.78) | (5,182,275.15) | (5,349,033.93) |
| Total remaining | <u>363,241.22</u> | <u>4,360,841.89</u> | <u>4,724,083.11</u> |

Powhatan County
 2018 Bond Funded Projects
 PMS Repurpose
 4-301-062100-8304

as of 3/31/2020

| FUNDING SOURCES | | Total |
|-----------------|--------------|--------------|
| General Fund | Bonds | Budget |
| - | 1,284,000.00 | 1,284,000.00 |
| | | 1,284,000.00 |

PAYMENTS

| Date | Vendor | Amount | | |
|----------|----------------------|------------|--------------|--------------|
| 3.20.19 | Roof Consulting Svc | 8,125.00 | (8,125.00) | (8,125.00) |
| 3.20.19 | Roof Consulting Svc | 7,125.00 | (7,125.00) | (7,125.00) |
| 3.20.19 | Quinn Evans | 3,399.00 | (3,399.00) | (3,399.00) |
| 3.20.19 | Quinn Evans | 2,163.00 | (2,163.00) | (2,163.00) |
| 5.29.19 | Quinn Evans | 7,048.00 | (7,048.00) | (7,048.00) |
| 5.29.19 | Roof Consulting Svc | 2,000.00 | (2,000.00) | (2,000.00) |
| 7.17.19 | Lot Scapes | 2,800.00 | (2,800.00) | (2,800.00) |
| 7.17.19 | Village Building | 63,019.50 | (63,019.50) | (63,019.50) |
| 7.31.19 | Roof Systems of VA | 288,100.00 | (288,100.00) | (288,100.00) |
| 8.28.19 | Global Equipment | 290.95 | (290.95) | (290.95) |
| 8.28.19 | Global Equipment | 395.03 | (395.03) | (395.03) |
| 8.28.19 | Global Equipment | 180.00 | (180.00) | (180.00) |
| 8.28.19 | Global Equipment | 1,307.66 | (1,307.66) | (1,307.66) |
| 8.28.19 | Budget Blinds | 4,668.05 | (4,668.05) | (4,668.05) |
| 8.28.19 | Roof Systems of VA | 59,140.00 | (59,140.00) | (59,140.00) |
| 9.18.19 | Bronson Contractors | 29,700.00 | (29,700.00) | (29,700.00) |
| 9.25.19 | JMS Group | 11,326.00 | (11,326.00) | (11,326.00) |
| 10.3.19 | Bronson Contractors | 2,340.00 | (2,340.00) | (2,340.00) |
| 10.3.19 | Bronson Contractors | 6,445.00 | (6,445.00) | (6,445.00) |
| 10.3.19 | Servpro | 6,440.00 | (6,440.00) | (6,440.00) |
| 11.7.19 | DMA Floors | 26,950.00 | (26,950.00) | (26,950.00) |
| 11.7.19 | Watkins Nurseries | 2,728.20 | (2,728.20) | (2,728.20) |
| 11.7.19 | Watkins Nurseries | 375.50 | (375.50) | (375.50) |
| 11.7.19 | Supply Room Co | 33,472.27 | (33,472.27) | (33,472.27) |
| 11.7.19 | Proseal Services | 16,800.00 | (16,800.00) | (16,800.00) |
| 11.13.19 | DMA Floors | 22,729.00 | (22,729.00) | (22,729.00) |
| 11.13.19 | Village Building | 28,180.50 | (28,180.50) | (28,180.50) |
| 11.13.19 | Village Building | 10,826.07 | (10,826.07) | (10,826.07) |
| 11.19.19 | Ferguson Enterprises | 483.00 | (483.00) | (483.00) |
| 11.19.19 | Ferguson Enterprises | 5,501.42 | (5,501.42) | (5,501.42) |
| 11.19.19 | Roof Systems of VA | 51,620.00 | (51,620.00) | (51,620.00) |
| 12.17.19 | Roof Consulting Svc | 1,500.00 | (1,500.00) | (1,500.00) |
| 2.3.20 | JMS Group | 4,853.00 | (4,853.00) | (4,853.00) |
| 2.3.20 | CTSI | 65,674.00 | (65,674.00) | (65,674.00) |
| 3.19.20 | Bronson Contractors | 10,000.00 | (10,000.00) | (10,000.00) |
| 3.26.20 | Roof Systems of VA | 38,730.00 | (38,730.00) | (38,730.00) |
| 3.26.20 | Roof Systems of VA | 82,710.00 | (82,710.00) | (82,710.00) |

Powhatan County
 2018 Bond Funded Projects
 PMS Repurpose
 4-301-062100-8304

as of 3/31/2020

| FUNDING SOURCES | | Total |
|-----------------|--------------|--------------|
| General Fund | Bonds | Budget |
| - | 1,284,000.00 | 1,284,000.00 |
| | | 1,284,000.00 |

| PAYMENTS | | | | | |
|------------------------|--------|------------|---|--------------|--------------|
| Date | Vendor | Amount | | | |
| Total Spent | | 909,145.15 | - | (909,145.15) | (909,145.15) |
| Total Budget Remaining | | | - | 374,854.85 | 374,854.85 |

Powhatan County
 2018 Bond Funded Projects
 Athletic Field Improvements
 4-301-071120-8304

as of 3/31/2020

| | | | FUNDING SOURCES | | Total |
|------------------------|-----------------|--------------|-----------------|----------------|----------------|
| | | | General Fund | Bonds | Budget |
| | | | | 1,258,000.00 | 1,258,000.00 |
| PAYMENTS | | | | | |
| Date | Vendor | Amount | | | |
| 3.28.19 | Balzer | 500.00 | - | (500.00) | (500.00) |
| 7.31.19 | Musco Lighting | 739,759.00 | - | (739,759.00) | (739,759.00) |
| 7.31.19 | Luck Stone | 339.84 | - | (339.84) | (339.84) |
| 7.31.19 | Luck Stone | 343.58 | - | (343.58) | (343.58) |
| 7.31.19 | Luck Stone | 334.23 | - | (334.23) | (334.23) |
| 7.31.19 | Luck Stone | 343.16 | - | (343.16) | (343.16) |
| 7.31.19 | Luck Stone | 333.94 | - | (333.94) | (333.94) |
| 7.31.19 | Luck Stone | 342.29 | - | (342.29) | (342.29) |
| 7.31.19 | Luck Stone | 41.79 | - | (41.79) | (41.79) |
| 7.31.19 | Luck Stone | 39.27 | - | (39.27) | (39.27) |
| 7.31.19 | Luck Stone | 42.84 | - | (42.84) | (42.84) |
| 7.31.19 | Luck Stone | 40.53 | - | (40.53) | (40.53) |
| 8.20.19 | Draper Aden | 1,190.00 | | (1,190.00) | (1,190.00) |
| 8.20.19 | Draper Aden | 765.00 | | (765.00) | (765.00) |
| 9.25.19 | R.C. Goodwyn | 74.71 | | (74.71) | (74.71) |
| 10.3.19 | Hurricane Fence | 8,656.00 | | (8,656.00) | (8,656.00) |
| 10.3.19 | Musco Lighting | 251,017.50 | | (251,017.50) | (251,017.50) |
| 10.3.19 | Musco Lighting | 24,650.00 | | (24,650.00) | (24,650.00) |
| 11.7.19 | Musco Lighting | 228,941.08 | | (228,941.08) | (228,941.08) |
| 11.26.19 | Luck Stone | 245.24 | | (245.24) | (245.24) |
| Total Spent | | 1,258,000.00 | - | (1,258,000.00) | (1,258,000.00) |
| Total Budget Remaining | | | - | - | - |

Powhatan County
 2018 Bond Funded Projects
 Powhatan and Pocahontas EPC
 4-301-062100-8305

as of 3/31/2020

| | | | FUNDING SOURCE | | Total |
|------------------------|---------|---------------------|---------------------|-----------------------|-----------------------|
| | | | General Fund | Bonds | Budget |
| 2.27.19 | BA #415 | | 500,000.00 | 2,945,000.00 | 3,445,000.00 |
| PAYMENTS | | | | | |
| Date | Vendor | Amount | | | |
| 12.27.18 | TRANE | 327,889.00 | | (327,889.00) | (327,889.00) |
| 3.20.19 | TRANE | 287,028.80 | | (287,028.80) | (287,028.80) |
| 4.17.19 | TRANE | 606,621.55 | | (606,621.55) | (606,621.55) |
| 5.8.19 | TRANE | 179,529.55 | | (179,529.55) | (179,529.55) |
| 7.12.29 | TRANE | 587,583.95 | | (587,583.95) | (587,583.95) |
| 7.23.19 | TRANE | 466,064.75 | | (466,064.75) | (466,064.75) |
| 8.28.19 | TRANE | 296,818.75 | | (296,818.75) | (296,818.75) |
| 10.3.19 | TRANE | 22,000.45 | | (22,000.45) | (22,000.45) |
| 11.19.19 | TRANE | 135,439.68 | | (135,439.68) | (135,439.68) |
| 12.17.19 | TRANE | 142,900.72 | (101,588.20) | (41,312.52) | (142,900.72) |
| 3.2.20 | TRANE | 43,488.20 | (43,488.20) | | (43,488.20) |
| 3.2.20 | TRANE | (5,289.00) | - | 5,289.00 | 5,289.00 |
| Total Spent | | <u>3,090,076.40</u> | <u>(145,076.40)</u> | <u>(2,945,000.00)</u> | <u>(3,090,076.40)</u> |
| Total Budget Remaining | | | <u>354,923.60</u> | <u>-</u> | <u>354,923.60</u> |

Board of Supervisors
David T. Williams, Chairman
Karin M. Carmack, Vice Chairman
Larry J. Nordvig
Michael W. Byerly
Bill L. Cox



Interim County Administrator
Bret Schardein

The County of Powhatan
PROCLAMATION
BUILDING SAFETY MONTH – MAY 2020

Whereas, Powhatan County is committed to recognizing that our growth and strength depends on the safety and economic value of the homes, buildings and infrastructure that serve our citizens, both in everyday life and in times of natural disaster, and;

Whereas, our confidence in the structural integrity of these buildings that make up our community is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;

Whereas, these guardians are dedicated members of the International Code Council, a nonprofit that brings together local, state and federal officials that are experts in the built environment to create and implement the highest-quality codes to protect us in the buildings where we live, learn, work, play, and;

Whereas, our nation benefits economically and technologically from using the International Codes that are developed by a national, voluntary consensus codes and standards developing organization, our government is able to avoid the high cost and complexity of developing and maintaining these codes, which are the most widely adopted building safety and fire prevention codes in the world;

Whereas, these modern building codes include safeguards to protect the public from natural disasters such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquake; which, according to a FEMA-commissioned study by the National Institute of Building Sciences, provide \$11 in future mitigation benefits for every dollar invested, and;

Whereas, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown protectors of public safety—our local code officials—who assure us of safe, efficient and livable buildings that are essential to America's prosperity, and;

Whereas, "Safer Buildings, Safer Communities, Safer World," the theme for Building Safety Month 2020, encourages all Americans to raise awareness about the importance of safe and resilient construction; fire prevention; disaster mitigation, and new technologies in the construction industry. Building Safety Month 2020 encourages appropriate steps everyone can take to ensure the safety of our built environment, and recognizes that the implementation of safety codes by local and state agencies has saved lives and protected homes and businesses, and;

Whereas, each year, in observance of Building Safety Month, Americans are asked to consider the commitment to improve building safety and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of Supervisors of the County of Powhatan hereby proclaim the month of May 2020 as Building Safety Month. Accordingly, we encourage our citizens to join with their communities in participation in Building Safety Month activities.

ADOPTED BY THE POWHATAN COUNTY BOARD OF SUPERVISORS ON APRIL 27, 2020.

David T. Williams, Chairman
Powhatan County Board of Supervisors

ATTEST:

Bret Schardein, Clerk
Powhatan County Board of Supervisors



Powhatan County Board of Supervisors Agenda Item

Meeting Date: April 27, 2020

Agenda Item Title: Three recommendations for Appointment/Reappointment to the Extension Leadership Council (ELC).

Motion: Move to reappoint Ruby Turner, and Gail Timberlake, and appoint Jeremy Davis to the Extension Leadership Council for three-year terms commencing January 1, 2020 and expiring December 31, 2022.

Dates Previously Considered by Board: N/A

Summary of Item: The Board of Supervisors appoints five members to the Extension Leadership Council, and they are appointed by district. Some that may be represented on the Council include business/industry, education, human services (health, social services, law enforcement/court system, youth serving organizations), the religious community, the media, and the non-profit sector.

The term is three years and members can be reappointed to unlimited terms.

Staff: N/A Approve ___ Disapprove ___ See Comments

Planning Commission/Board: N/A Approve ___ Disapprove ___ See Comments

County Administrator: N/A Approve ___ Disapprove ___ See Comments

Comments: None

Budget/Fiscal Impact: None

Attachments: Matrix/Applications

Staff/Contact: Bret Schardein, Interim County Administrator, (804) 598-5612,
bschardein@powhatanva.gov

| Extension Leadership Council | | | | | |
|--|------------------------------------|------------|------------------------|------------------|-------------------|
| Appointee | Appointed By | Term (Yrs) | First Appointment Date | Date Appointed | Expiration |
| Brad Nunnally 1415 Donavon Mill Ln. Powhatan, VA 23139 804-393-1420 bwnunnally@powhatansheriff.net | Board of Supervisors District 4 | 3 | April 6, 2015 | March 26, 2018 | March 31, 2021 |
| Johns Bailey 3131 Maidens Rd. Powhatan, VA 23139 598-2621 | Board of Supervisors District 3 | 3 | July 7, 1997 | May 21, 2018 | May 31, 2021 |
| NEED APPOINTMENT | Board of Supervisors District 1 | 3 | | | June 30, 2018 |
| Gail Timberlake 1477 Dorset Road Powhatan, VA 23139 804-598-3989 ghtimber1@aol.com | Board of Supervisors District 2 | 3 | October 24, 2016 | October 24, 2016 | December 31, 2019 |
| Ruby Turner 3021 Ballsville Road Powhatan, VA 23139 H 492-9192 | Board of Supervisors District 5 | 3 | October 24, 2016 | October 24, 2016 | December 31, 2019 |

Composition:

The Board of Supervisors appoints five members to the Extension Leadership Council and they are appointed by district. Some that may be represented on the Council include business/industry, education, human services (health, social services, law enforcement/court system, youth serving organizations), the religious community, the media, and the non-profit sector.

| |
|-------------------------------------|
| Extension Leadership Council |
|-------------------------------------|

Term:

The term is three years and members can be reappointed to unlimited terms.

Swear In:

There is no swearing-in.

Mission:

The Virginia Cooperative Extension mission statement reads: Virginia Cooperative Extension enables people to improve their lives through an educational process that uses scientific knowledge focused on issues and needs. Identify community problems, issues, and concerns, which Extension can address, and prioritize according to needs and available resources. Some of the roles and responsibilities of the Council are as follows:

Assess current programs and activities of Extension and decide which should be continued, eliminated, or modified in order to more effectively address the identified needs.

Identify other community agencies/organizations that are concerned and working on the identified needs and look for opportunities for cooperation and collaboration (not duplication).

Design and implement a program plan of work that focuses on relevant programs, including new initiatives and new relationships.

Develop and implement resource plans to ensure the appropriate level of support for needed unit programs.

Monitor program efforts and make adjustments when needed.

Report program results, issues, and concerns to the appropriate groups, i.e., any area planning group, state Extension Council, funding sources, and residents.

Be an advocate for Extension and its programs.

Where/When Meet:

The Council meets in the Powhatan Village Building quarterly: March, June, September and December at 8:00 a.m. with breakfast.

Notification Requirements: The Extension Office handles notification.

Compensation: None.



**COUNTY OF POWHATAN, VIRGINIA
APPLICATION FOR
COUNTY BOARDS, COMMISSIONS, COMMITTEES AND AUTHORITIES**

All appointments to County Boards and Commissions are made by the Board of Supervisors. Please complete this application in its entirety.

Print and return the application by fax to (804)598-7835, by e-mail to administration@powhatanva.gov or by mail to Deputy Clerk to the Board of Supervisors, Powhatan County Administration, 3834 Old Buckingham Rd, Powhatan, VA 23139. For additional information regarding this application, contact Bonni Gallion at (804)598-5612.

| | | | |
|--------------|--------------------|----------------|----------------------------|
| DISTRICT: | 1 | CURRENT DATE: | 03/05/2020 |
| NAME: | Jeremy Davis | EMAIL ADDRESS: | jeremiah.davis47@gmail.com |
| ADDRESS: | 1940 Boyer Way | DAY PHONE: | 804-239-0532 |
| CITY/ST/ZIP: | Powhatan, VA 23139 | EVENING PHONE: | 804-239-0532 |

Please indicate which board/committee you are interested in being appointed to and complete the information below. A separate application must be submitted for each board/committee that you are interested in serving on. Additional and continued information can be included on an additional page.

| | |
|--|---|
| BOARD/COMMITTEE | Extension Leadership Council |
| EDUCATION | BS in Nuclear Engineering Technology |
| EMPLOYMENT AND/OR VOLUNTEER WORK EXPERIENCE | Dominion Energy Services - Senior Construction Contracts Specialist Army National Guard - 180th Engineer Support Company - Powhatan, VA Assistant Coach - Powhatan Youth Football Various volunteering throughout the Richmond metropolitan area |
| INVOLVEMENT | Currently enrolled in the 2020 Class of the Powhatan Leadership Institute Looking for ways to get involved within the county |
| SPECIAL SKILLS (please note any skills such as bilingual, multicultural interaction, youth outreach, etc.) | |

By submitting this application to the Deputy Clerk to the Powhatan County Board of Supervisors, I hereby certify that all information contained herein is true and complete and I hereby consent to the dissemination of this document to the general public.

Signature Jeremiah Davis



**COUNTY OF POWHATAN, VIRGINIA
APPLICATION FOR
COUNTY BOARDS, COMMISSIONS, COMMITTEES AND AUTHORITIES**

All appointments to County Boards and Commissions are made by the Board of Supervisors. Please complete this application in its entirety.

Print and return the application by fax to (804)598-7835, by e-mail to administration@powhatanva.gov or by mail to Deputy Clerk to the Board of Supervisors, Powhatan County Administration, 3834 Old Buckingham Rd, Powhatan, VA 23139. For additional information regarding this application, contact Bonni Gallion at (804)598-5612.

| | | | |
|--------------|----------------------|----------------|-------------------|
| DISTRICT: | 5 | CURRENT DATE: | March 13, 2020 |
| NAME: | Ruby A. Turner | EMAIL ADDRESS: | turnerx3@aol.com |
| ADDRESS: | 3021 Ballsville Road | DAY PHONE: | 804-492-9192 |
| CITY/ST/ZIP: | Powhatan, VA 23139 | EVENING PHONE: | 804-253-2509 cell |

Please indicate which board/committee you are interested in being appointed to and complete the information below. A separate application must be submitted for each board/committee that you are interested in serving on. Additional and continued information can be included on an additional page.

| | |
|--|--|
| BOARD/COMMITTEE | Extension Leadership Council |
| EDUCATION | Adelphi University, BA, 1972 |
| EMPLOYMENT AND/OR VOLUNTEER WORK EXPERIENCE | 4 Years as Assistant Business Manager at Los Angeles Public Library; over 33 years experience with City of Los Angeles government in multiple positions from clerical to management; involved in building operations, public service, human relations and administration |
| INVOLVEMENT | Powhatan Leadership Institute 2016 graduate Recording Secretary, Powhatan Library Friends group Treasurer, Extension Leadership Council |
| SPECIAL SKILLS (please note any skills such as bilingual, multicultural interaction, youth outreach, etc.) | spent my career working with people of different racial, gender, cultural and religious identifications Not a public speaker but willing to work "behind the scenes" |

By submitting this application to the Deputy Clerk to the Powhatan County Board of Supervisors, I hereby certify that all information contained herein is true and complete and I hereby consent to the dissemination of this document to the general public.

Ruby A. Turner
Signature

March 13, 2020
Date



**COUNTY OF POWHATAN, VIRGINIA
APPLICATION FOR
COUNTY BOARDS, COMMISSIONS, COMMITTEES AND AUTHORITIES**

All appointments to County Boards and Commissions are made by the Board of Supervisors. Please complete this application in its entirety. Use dropdown boxes where applicable.

Print and return the application by fax to (804) 598-7835, by e-mail to bjohnston@powhatanva.gov or by mail to Deputy Clerk to the Board of Supervisors, Powhatan County Administration, 3834 Old Buckingham Rd, Powhatan VA 23139. For additional information regarding this application, contact Bonni Johnston at (804) 598-5612.

| | | | |
|-----------------|--------------------|----------------|-------------------|
| DISTRICT: | 2 | CURRENT DATE: | Feb 6, 2017 |
| NAME: | Gail Timberlake | EMAIL ADDRESS: | ghtimber1@aol.com |
| ADDRESS: | 1477 Dorset Rd | DAY PHONE: | 804-598-3989 |
| CITY/STATE/ZIP: | Powhatan, VA 23139 | EVENING PHONE: | 804-647-7075 |

Please indicate which board/committee you are interested in being appointed to and complete the information below. A separate application must be submitted for each board/committee that you are interested in serving on. Additional and continued information can be included on an additional page.

| | |
|--|---|
| BOARD/COMMITTEE | Powhatan Extension Leadership Council |
| EDUCATION | Post graduate degree - VCU B.S. Home Economics Education - Longwood |
| EMPLOYMENT AND/OR VOLUNTEER WORK EXPERIENCE | Retired 39 years Family + Consumer Sciences Volunteer: 19 years Beaumont Learning Center Women's Auxiliary Company 1 PVFD PHS as chaperone + judge FCCA events |
| INVOLVEMENT | Church - teach class, assist with youth, Stephen minister, lay speaker Community - Relay for Life, volunteer at PHS global - mission work in Tanzania (TFT) |
| SPECIAL SKILLS (please note any skills such as bilingual, multicultural interaction, youth outreach, etc.) | Ability to manage and work with people of all ages |

By submitting this application to the Deputy Clerk to the Powhatan County Board of Supervisors, I hereby certify that all information contained herein is true and complete and I hereby consent to the dissemination of this document to the general public.

Gail H. Timberlake
Signature

Feb 6, 2017
Date



Powhatan County Board of Supervisors Agenda Item

Meeting Date: April 27, 2020

Agenda Item Title: Two Appointments to the Local Board of Building Code Appeals (LBBCA) Board of Fire Prevention Code Appeals (BFPCA)

Motion: Move to appoint _____ and _____ to the LBBCA/BFPCA for five-year terms commencing April 28, 2020 and expiring December 31, 2024. See attached applications.

Dates Previously Considered by Board: N/A

Summary of Item: The Local Board of Building Code Appeals (LBBCA) is established as required by Section 36-105 of the Code of Virginia. The mission of the Board shall be to hear appeals arising from enforcement of the Virginia Uniform Statewide Building Code (VUSBC). The Board shall meet, conduct hearings and render decisions in accordance with the applicable provisions of the VUSBC concerning local appeals. When the LBBCA operates as the Board of Fire Prevention Code Appeals (BFPCA), it does so as required by Section 46-43 of the County Code. Its mission is to hear appeals from enforcement of the Virginia Statewide Fire Prevention Code and to operate in accordance with that Code.

Staff: N/A Approve ___ Disapprove ___ See Comments

Commission/Board: N/A Approve ___ Disapprove ___ See Comments

County Administrator: N/A Approve ___ Disapprove ___ See Comments

Comments: None

Budget/Fiscal Impact: None

Attachments: Matrix, Application

Staff/Contact: Bret Schardein, Interim County Administrator,
(804)598-5612, bschardein@powhatanva.gov

| Local Board of Building Code Appeals (LBBCA) Board of Fire Prevention Code Appeals (BFPCA) | | | | | |
|---|----------------------|-------------------|-------------------------------|-----------------------|-------------------|
| Appointee | Appointed By | Term (Yrs) | First Appointment Date | Date Appointed | Expiration |
| Ryan Gorman 2575 Judes Ferry Road Powhatan, VA 23139 520-9766 Gormanrg@comcast.net Engineer/Design Professional | Board of Supervisors | 5 | December 13, 2010 | January 23, 2017 | December 31, 2022 |
| Mike Goodwyn 5117 Old Buckingham Road Powhatan, VA 23139 598-8711 Builder | Board of Supervisors | 5 | December 13, 2010 | January 23, 2017 | December 31, 2022 |
| Richard W. Smith 2030 B. Old Tavern Road Powhatan, VA 23139 512-7744 cell ricksmith@villagebuilds.com Builder and Property Manager | Board of Supervisors | 5 | January 6, 2014 | September 23, 2019 | December 31, 2024 |

| | | | | | |
|---|----------------------|---|-------------------|-------------------|-------------------|
| Doug Bradbury 3575 Richards Run Road Powhatan, VA 23139 598-3618 519-4004 cell dcb radbury@verizon.net Engineer/Design Professional | Board of Supervisors | 5 | December 13, 2010 | December 1, 2014 | December 31, 2019 |
| Local Board of Building Code Appeals (LBBCA) Board of Fire Prevention Code Appeals (BFPCA) | | | | | |
| Kevin G. Fore 2414 W. Deerpath Dr. Powhatan, VA 23139 804-318-6888 kevinfore63@gmail.com Fire Prevention | Board of Supervisors | 5 | January 1, 2015 | December 15, 2014 | December 31, 2019 |

Composition:

There are five members on the Local Board of Building Code Appeals (LBBCA) and they are appointed by the Board of Supervisors.

They shall be selected by the locality on the basis of their ability to render fair and competent decisions and shall to the extent possible represent different occupational or professional fields relating to the construction and fire prevention industry. At least one member should be an experienced builder, one member should be a Registered Design Professional, one member should be an experienced property manager, and one member should be experienced in fire prevention. Employees or officials of the locality shall not serve as members of the LBBCA. There is no requirement that members be appointed by district. Alternate members may be appointed to serve in the absence of any regular members and shall have the full power and authority of regular members.

The LBBCA also serves as the Board of Fire Prevention Code Appeals (BFPCA) as required by Section 46-43 of the County Code.

The LBBCA shall annually select one of its regular members to serve as chairman. When the chairman is not present at an appeal hearing, the members present shall select an acting chairman. The locality or the chief executive officer of the locality shall appoint a secretary to the LBBCA to maintain a detailed record of all proceedings. Written records of current membership, including a record of the current chairman and secretary shall be maintained in the office of the locality.

No member shall hear an appeal in which that member has a conflict of interest in accordance with the State and Local Government Conflict of Interests Act (§ [2.2-3100](#) et seq. of the Code of Virginia). Members shall not discuss the substance of an appeal with any other

party or their representatives prior to any hearings.

Local Board of Building Code Appeals (LBBCA) Board of Fire Prevention Code Appeals (BFPCA)

Term:

The term is five years and regular and alternate members may be reappointed. Initial appointment terms shall be as follows:

- 1 member - 3 years
- 2 members - 4 years
- 2 members - 5 years each

After the initial term, the appointment shall be made for a term of 5 years.

Appointments to fill vacancies shall only be for the unexpired portion of the term.

Mission:

The Local Board of Building Code Appeals (LBBCA) is established as required by Section 36-105 of the Code of Virginia. The mission of the Board shall be to hear appeals arising from enforcement of the Virginia Uniform Statewide Building Code (VUSBC). The Board shall meet, conduct hearings and render decisions in accordance with the applicable provisions of the VUSBC concerning local appeals. When the LBBCA operates as the Board of Fire Prevention Code Appeals (BFPCA), it does so as required by Section 46-43 of the County Code. Its mission is to hear appeals from enforcement of the Virginia Statewide Fire Prevention Code and to operate in accordance with that Code.

The applicant shall submit a written request for appeal to the LBBCA within 30 calendar days of the receipt of the decision being appealed. The LBBCA shall meet within 30 calendar days after the date of receipt of the application for appeal, except that a longer time period shall be permitted if agreed to by all the parties involved in the appeal. A notice indicating the time and place of the hearing shall be sent to the parties in writing to the addresses listed on the application at least 14 calendar days prior to the date of the hearing, except that a lesser time period shall be permitted if agreed to by all the parties involved in the appeal. When a quorum of the LBBCA is not present at a hearing to hear an appeal, any party involved in the appeal shall have the right to request a postponement of the hearing. The LBBCA shall reschedule the appeal within 30 calendar days of the postponement, except that a longer time period shall be permitted if agreed to by all

reschedule the appeal within 30 calendar days of the postponement, except that a longer time period shall be permitted if agreed to by all the parties involved in the appeal.

All hearings before the LBBCA shall be open meetings and the appellant, the appellant's representative, the locality's representative and any person whose interests are affected by the building official's decision in question shall be given an opportunity to be heard. The chairman shall have the power and duty to direct the hearing, rule upon the acceptance of evidence and oversee the record of all proceedings. The LBBCA shall have the power to uphold, reverse or modify the decision of the official by a concurring vote of a majority of those present.

| |
|---|
| Local Board of Building Code Appeals (LBBCA) Board of Fire Prevention Code Appeals (BFPCA) |
|---|

After final determination by the LBBCA in an appeal, any person who was a party to the appeal may further appeal to the State Review Board. Decisions of the LBBCA shall be final if no further appeal is made.

Where/When Meet:

The Board meets on an as needed basis at a County facility.

Notification Requirements:

Meetings are open to the public, with notice as required by the FOIA. Specific notice must be sent to the parties involved.

Compensation:

None.

All appointments to County Boards and Commissions are made by the Board of Supervisors. Please complete this application in its entirety.

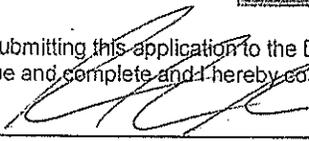
Print and return the application by fax to (804)598-7835, by e-mail to bjohnston@powhatanva.gov or by mail to Deputy Clerk to the Board of Supervisors, Powhatan County Administration, 3834 Old Buckingham Rd, Powhatan, VA 23139. For additional information regarding this application, contact Bonni Johnston at (804)598-5612.

| | | | |
|--------------|---------------------------|----------------|--------------------------|
| DISTRICT: | | CURRENT DATE: | 4/25/19 |
| NAME: | R. Alan Anderson | EMAIL ADDRESS: | RAAnderson2080@gmail.com |
| ADDRESS: | 16604 Anderson Hwy | DAY PHONE: | 804-839-7201 |
| CITY/ST/ZIP: | Suite B Powhatan VA 23139 | EVENING PHONE: | SAME |

Please indicate which board/committee you are interested in being appointed to and complete the information below. A separate application must be submitted for each board/committee that you are interested in serving on. Additional and continued information can be included on an additional page.

| | |
|--|---|
| BOARD/COMMITTEE | LOCAL Board of Building Code APPEALS |
| EDUCATION | |
| EMPLOYMENT AND/OR VOLUNTEER WORK EXPERIENCE | Pres Anderson Home Const Member Manager New Ventures Real Estate LLC Member Manager Sprouses Corner LLC |
| INVOLVEMENT | |
| SPECIAL SKILLS (please note any skills such as bilingual, multicultural interaction, youth outreach, etc.) | Class A Contractor |

By submitting this application to the Deputy Clerk to the Powhatan County Board of Supervisors, I hereby certify that all information contained herein is true and complete and I hereby consent to the dissemination of this document to the general public.



Signature

4.25.19

Date



**COUNTY OF POWHATAN, VIRGINIA
APPLICATION FOR
COUNTY BOARDS, COMMISSIONS, COMMITTEES AND AUTHORITIES**

All appointments to County Boards and Commissions are made by the Board of Supervisors. Please complete this application in its entirety.

Print and return the application by fax to (804)598-7835, by e-mail to bjohnston@powhatanva.gov or by mail to Deputy Clerk to the Board of Supervisors, Powhatan County Administration, 3834 Old Buckingham Rd, Powhatan, VA 23139. For additional information regarding this application, contact Bonni Johnston at (804)598-5612.

| | | | |
|--------------|-----------------------|----------------|-----------------------|
| DISTRICT: | 4 | CURRENT DATE: | 1-15-20 |
| NAME: | RAY Avery | EMAIL ADDRESS: | RAY@EMERALD-HOMES.COM |
| ADDRESS: | 5210 Old Tavern Drive | DAY PHONE: | 804-674-0231 |
| CITY/ST/ZIP: | Powhatan, VA 23139 | EVENING PHONE: | 804-837-4487 |

Please indicate which board/committee you are interested in being appointed to and complete the information below. A separate application must be submitted for each board/committee that you are interested in serving on. Additional and continued information can be included on an additional page.

| | |
|--|--|
| BOARD/COMMITTEE | Board of Building Code Appeals |
| EDUCATION | B.S. Finance Virginia Tech |
| EMPLOYMENT AND/OR VOLUNTEER WORK EXPERIENCE | 30 plus years @ EMERALD HOMES |
| INVOLVEMENT | Built in Powhatan for a good number of years |
| SPECIAL SKILLS (please note any skills such as bilingual, multicultural interaction, youth outreach, etc.) | Powhatan 4-H PCC Church volunteer for Kids & Belize Mission |

By submitting this application to the Deputy Clerk to the Powhatan County Board of Supervisors, I hereby certify that all information contained herein is true and complete and I hereby consent to the dissemination of this document to the general public.

Signature

1-15-20

Date



**COUNTY OF POWHATAN, VIRGINIA
APPLICATION FOR
COUNTY BOARDS, COMMISSIONS, COMMITTEES AND AUTHORITIES**

All appointments to County Boards and Commissions are made by the Board of Supervisors. Please complete this application in its entirety.

Print and return the application by fax to (804)598-7835, by e-mail to bgallion@powhatanva.gov or by mail to Deputy Clerk to the Board of Supervisors, Powhatan County Administration, 3834 Old Buckingham Rd, Powhatan, VA 23139. For additional information regarding this application, contact Bonni Gallion at (804)598-5612.

| | | | |
|--------------|--------------------------|----------------|-----------------|
| DISTRICT: | Two | CURRENT DATE: | 2-5-20 |
| NAME: | Darrell Griffin | EMAIL ADDRESS: | vabhodi@msn.com |
| ADDRESS: | 2756 Dorset Ridge Circle | DAY PHONE: | 804-629-6992 |
| CITY/ST/ZIP: | Powhatan, VA 23139 | EVENING PHONE: | 804-403-3999 |

Please indicate which board/committee you are interested in being appointed to and complete the information below. A separate application must be submitted for each board/committee that you are interested in serving on. Additional and continued information can be included on an additional page.

BOARD/COMMITTEE

Building Code Appeals/Fire Prevention Code Appeals

EDUCATION

H.S. advanced studies Va. Beach Public Schools
 Some college studying mechanical engineering
 Both teacher and student HVAC trade schools, as well as countless hours of factory training.

EMPLOYMENT
AND/OR
VOLUNTEER WORK
EXPERIENCE

Current- Commerical/ Industrial HVAC Service Technician, Building Automation Specialist
 Previous - HVAC Tech, Supervisor, Project Manager, and Service Manager. Owner of HVAC service company.

INVOLVEMENT

SPECIAL SKILLS
(please note any skills
such as bilingual,
multicultural interaction,
youth outreach, etc.)

Three decades in and around the trades, mostly with HVAC.
 Controls experience required working hand in hand with the other trades, especially fire safety and electrical

By submitting this application to the Deputy Clerk to the Powhatan County Board of Supervisors, I hereby certify that all information contained herein is true and complete and I hereby consent to the dissemination of this document to the general public.

Darrell Griffin

2-5-20

Signature

Date



**COUNTY OF POWHATAN, VIRGINIA
APPLICATION FOR
COUNTY BOARDS, COMMISSIONS, COMMITTEES AND AUTHORITIES.**

All appointments to County Boards and Commissions are made by the Board of Supervisors. Please complete this application in its entirety.

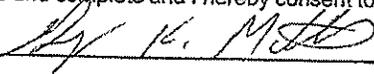
Print and return the application by fax to (804)598-7835, by e-mail to bjohnston@powhatanva.gov or by mail to Deputy Clerk to the Board of Supervisors, Powhatan County Administration, 3834 Old Buckingham Rd, Powhatan, VA 23139. For additional information regarding this application, contact Bonni Johnston at (804)598-5612.

| | | | |
|--------------|----------------------|----------------|----------------------------|
| DISTRICT: | Macon | CURRENT DATE: | 1-30-2020 |
| NAME: | George K. Matthews | EMAIL ADDRESS: | Gmatthewsbuilder@gmail.com |
| ADDRESS: | 1509 Ballsville Road | DAY PHONE: | 804-335-7284 |
| CITY/ST/ZIP: | Powhatan VA 23139 | EVENING PHONE: | SAME |

Please indicate which board/committee you are interested in being appointed to and complete the information below. A separate application must be submitted for each board/committee that you are interested in serving on. Additional and continued information can be included on an additional page.

| | |
|--|--|
| BOARD/COMMITTEE | LBBCA |
| EDUCATION | High School |
| EMPLOYMENT AND/OR VOLUNTEER WORK EXPERIENCE | Class A Building Contractor since 1989 |
| INVOLVEMENT | |
| SPECIAL SKILLS (please note any skills such as bilingual, multicultural interaction, youth outreach, etc.) | |

By submitting this application to the Deputy Clerk to the Powhatan County Board of Supervisors, I hereby certify that all information contained herein is true and complete and I hereby consent to the dissemination of this document to the general public.


Signature

1-30-2020
Date



**COUNTY OF POWHATAN, VIRGINIA
APPLICATION FOR
COUNTY BOARDS, COMMISSIONS, COMMITTEES AND AUTHORITIES**

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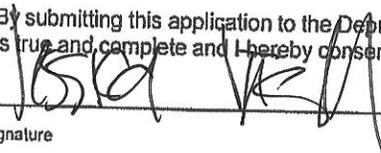
Print and return the application by fax to (804)598-7835, by e-mail to bjohnston@powhatanva.gov or by mail to Deputy Clerk to the Board of Supervisors, Powhatan County Administration, 3834 Old Buckingham Rd, Powhatan, VA 23139. For additional information regarding this application, contact Bonni Johnston at (804)598-5612.

| | | | |
|--------------|-----------------------|----------------|-----------------------------|
| DISTRICT: | 5 | CURRENT DATE: | 01. 20. 2020 |
| NAME: | Jessica Winall | EMAIL ADDRESS: | greyridgebuilders@yahoo.com |
| ADDRESS: | 4140A Old River Trail | DAY PHONE: | 804. 598. 6284 (home) |
| CITY/ST/ZIP: | Powhatan, VA 23139 | EVENING PHONE: | 804. 335. 7553 (cell) |

Please indicate which board/committee you are interested in being appointed to and complete the information below. A separate application must be submitted for each board/committee that you are interested in serving on. Additional and continued information can be included on an additional page.

| | |
|--|---|
| BOARD/COMMITTEE | Local Board of Building Code Appeals |
| EDUCATION | 2006 - Bachelor of Fine Arts w/ concentration in Architecture, Minor Interior Design 2007 - Master of Architecture - Savannah College of Art & Design - Savannah, GA |
| EMPLOYMENT AND/OR VOLUNTEER WORK EXPERIENCE | OWNER/VICE PRESIDENT OF GREY RIDGE BUILDERS OWNER/VICE PRESIDENT OF TWIN OAKS ANGUS FARM designer at John L Bock Architect |
| INVOLVEMENT | leader of 4H Cloverbuds group |
| SPECIAL SKILLS (please note any skills such as bilingual, multicultural interaction, youth outreach, etc.) | LEED AP certification Class A contract law holder |

By submitting this application to the Deputy Clerk to the Powhatan County Board of Supervisors, I hereby certify that all information contained herein is true and complete and I hereby consent to the dissemination of this document to the general public.


Signature

Jan. 20, 2020
Date



Powhatan County Board of Supervisors Agenda Item

Meeting Date: April 27, 2020

Agenda Item Title: Appointment: Richmond Regional Planning District Commission (PlanRVA)

Motion: Move to appoint Bobby Hall, who is a member of the Powhatan County Planning Commission, to serve on the Richmond Regional Planning District Commission (RRPDC) Board for a four-year term (expiring December 31, 2023).

Dates Previously Considered by Board: N/A

Summary of Item: The Richmond Regional Planning District Commission (RRPDC), which is also known as PlanRVA, is a regional organization governed by a 33-member Board of Commissioners representing nine (9) local governments. Per its [website](#), the organization's mission "is to promote regional cooperation and collaboration between government, private sector, and community organizations to improve the quality of life for citizens in the planning district."

Powhatan County has three (3) representatives on the RRPDC Board. Two (2) representatives must be elected officials, and one (1) representative must be a member of the local Planning Commission. All representatives are appointed by the Board of Supervisors.

Mr. David Williams (Board of Supervisors: District #1) and Mr. Larry Nordvig (Board of Supervisors: District #2) have been appointed by the Board of Supervisors to serve on the RRPDC Board. A representative from the Planning Commission has not yet been appointed.

At its meeting on March 3, 2020, the Planning Commission voted to recommend that the Board of Supervisors appoint Mr. Bobby Hall (Planning Commission: District #3) to serve on the RRPDC Board.

Staff: Approve Disapprove See Comments

Commission/Board: Approve Disapprove See Comments

County Administrator: Approve Disapprove See Comments

Comments: None

Budget/Fiscal Impact: None

Attachments: None

Staff/Contact: Andrew J. Pompei, AICP, CZA: Planning Director
(804) 598-5621 x2006
apompei@powhatanva.gov



Powhatan County Board of Supervisors Agenda Item

Meeting Date: April 27, 2020

Agenda Item Title: Dedication of County-owned right-of-way to the Virginia Department of Transportation for the SMART Scale Rt. 711 & Rt. 607 Intersection Improvement.

Motion: Move to approve Resolution R-2020-28.

Dates Previously Considered by Board: February 24, 2020 the Board dedicated a similar County-owned piece of ROW to this project.

Summary of Item: The FY18 SMART Scale program project known as the Rt. 711 & Rt. 607 Intersection Improvements is in the right-of-way (ROW) acquisition phase. The County owns a 0.450-acre portion of land needed for the project, referenced in Instrument Number 202000536. This parcel of land fronts Woolridge Road (Rt. 721) and Huguenot Springs Road (Rt. 607), in front of 2861 Huguenot Springs Road. When the property was deeded to the County, it was stipulated to only be used for road improvements, therefor staff recommends the County make the dedication in-lieu of compensation.

Staff: Approve Disapprove See Comments

Commission/Board: Approve Disapprove See Comments

County Administrator: Approve Disapprove See Comments

Comments: None

Budget/Fiscal Impact: None

Attachments: Survey plat, draft deed, donation waver, Resolution

Staff/Contact: Bret Schardein, Interim County Administrator, (804) 598-3639
bschardein@powhatanva.gov

RESOLUTION APPROVING DEDICATION OF A 0.45-ACRE PORTION OF COUNTY-OWNED LAND TO FACILITATE ROAD IMPROVEMENTS KNOWN AS THE RT. 711 & RT. 607 INTERSECTION IMPROVEMENTS.

WHEREAS, the Commonwealth Transportation Board approved certain road improvements through the FY18 SMART Scale program, known as the Rt. 711 & Rt. 607 Intersection Improvements; and

WHEREAS, the Virginia Department of Transportation is acquiring the necessary right-of-way to complete the improvements; and

WHEREAS, a 0.45-acre portion of land referenced in Instrument Number 202000536 was dedicated to the County, for road improvements; and

WHEREAS, the Powhatan County Board of Supervisors wishes to dedicate that land to the Commonwealth of Virginia to facilitate the improvements; and

WHEREAS, the dedication shall be made in-lieu of compensation; and

WHEREAS, on April 15 and 22, notices of public hearing were published in Powhatan Today; and

WHEREAS, on April 27, 2020, a public hearing was held at 6:30 PM in the Powhatan County Village Building Auditorium.

NOW, THEREFORE, BE IT RESOLVED by the Powhatan County Board of Supervisors that the 0.45-acre portion of land referenced in Instrument Number 202000536 is hereby dedicated to the Commonwealth of Virginia, and the County Administrator is authorized to execute documents to finalization the dedication.

ADOPTED BY THE POWHATAN COUNTY BOARD OF SUPERVISORS ON APRIL 27, 2020.

David T. Williams, Chairman
Powhatan County Board of Supervisors

ATTEST:

Bret Schardein, Interim Clerk
Powhatan County Board of Supervisors

Recorded Vote:

| | |
|--------------------------|--|
| <i>David T. Williams</i> | |
| <i>Larry J. Nordvig</i> | |
| <i>Michael W. Byerly</i> | |
| <i>Bill L. Cox</i> | |
| <i>Karin M. Carmack</i> | |

PROJECT MANAGER: Clay Thomas, P.E., PMP (804) 524-6289 (Richmond)
SURVEYED BY, DATE: David Burch, L.S. (804) 524-6157
DESIGN BY: A. Morton Thomas and Associates, Inc. (804) 276-6231
SUBSURFACE UTILITY BY, DATE: David Burch, L.S. (804) 524-6157

R.W. PLANS

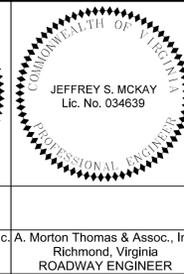
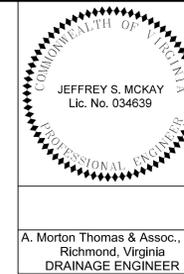
THESE PLANS ARE UNFINISHED
AND ARE NOT TO BE USED FOR
ANY TYPE OF CONSTRUCTION.

**JEFFREY C. TIMMONS, AND
NELLA F. TIMMONS, AND
JAMES KENNETH TIMMONS, JR. TRUSTEE
OF THE JAMES KENNETH TIMMONS THIRD AMENDED
AND RESTATED TRUST AGREEMENT DATED JULY 18, 2007, AND
TRUSTEE OF THE MARIAN FREE TIMMONS REVOCABLE
TRUST AGREEMENT**

Curve RTE711_BL_3
PI • 16+50.45
DELTA • 3° 20' 06.69" (LT)
D • 0' 50" 3.3"
T • 079.97'
L • 395.83'
R • 6,800.00'
PC • 14+52.48
PT • 18+48.31
E • NC
Lr • 0
V • 45 MPH

DB 858 PG 1292
WB 36 PG 643
DB 784 PG 357
PC 1 PG 13
396 AC.
TAX MAP# 032-ID

(011) (A)



A. Morton Thomas & Assoc., Inc.
Richmond, Virginia
DRAINAGE ENGINEER

A. Morton Thomas & Assoc., Inc.
Richmond, Virginia
ROADWAY ENGINEER

| REVISED | STATE | ROUTE | PROJECT | SHEET NO. |
|---------|-------|-------|--------------------------------|-----------|
| 3/10/20 | VA. | 711 | 0711-072-575, RW-201, M-501 | 4 |

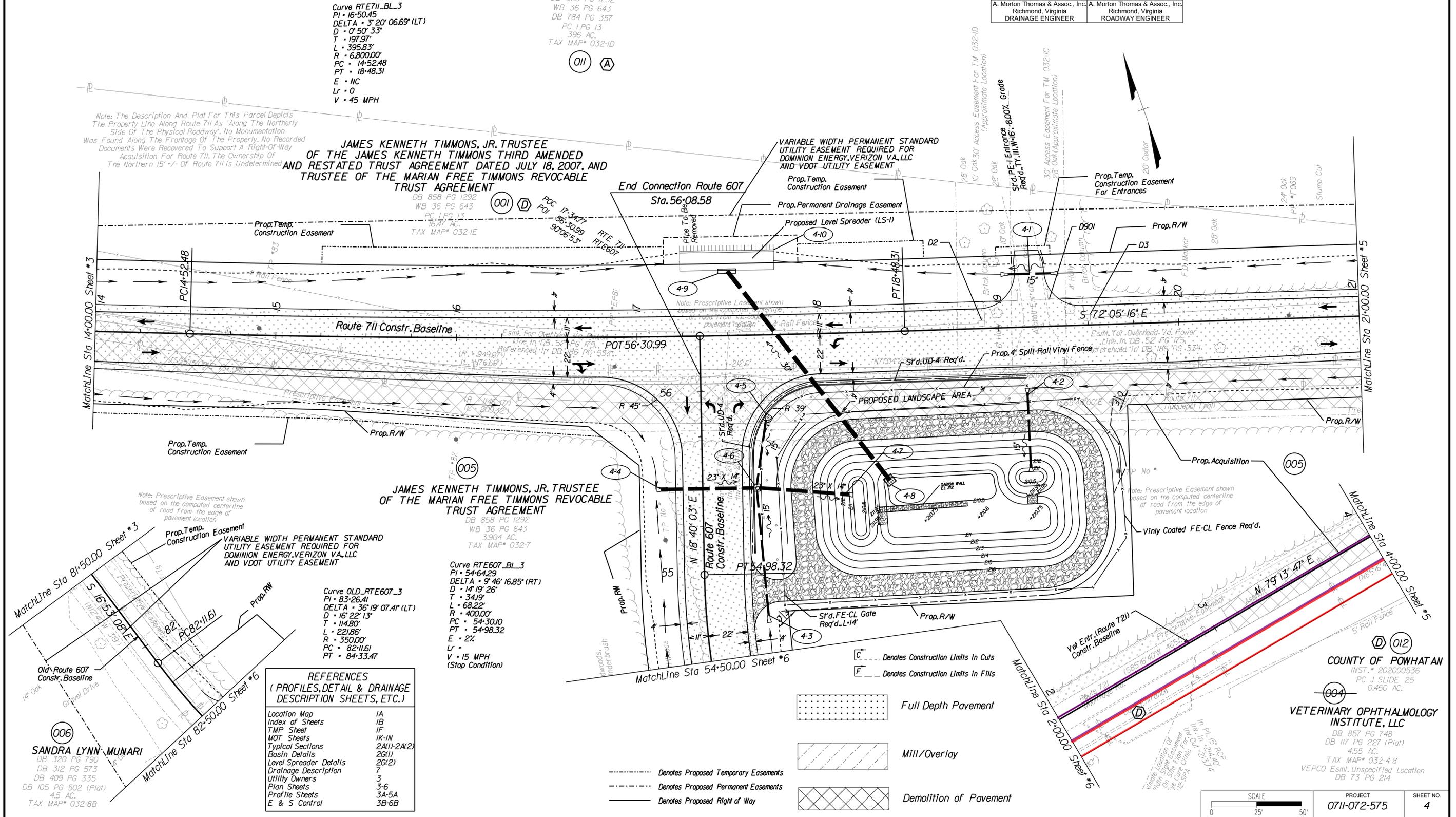
DESIGN FEATURES RELATING TO CONSTRUCTION
OR TO REGULATION AND CONTROL OF TRAFFIC
MAY BE SUBJECT TO CHANGE AS DEEMED
NECESSARY BY THE DEPARTMENT

Note: The Description And Plat For This Parcel Depicts
The Property Line Along Route 711 As "Along The Northerly
Side Of The Physical Roadway". No Monumentation
Was Found Along The Frontage Of The Property. No Recorded
Documents Were Recovered To Support A Right-Of-Way
Acquisition For Route 711. The Ownership Of
The Northern 15'-0" Of Route 711 Is Undetermined

**JAMES KENNETH TIMMONS, JR. TRUSTEE
OF THE JAMES KENNETH TIMMONS THIRD AMENDED
AND RESTATED TRUST AGREEMENT DATED JULY 18, 2007, AND
TRUSTEE OF THE MARIAN FREE TIMMONS REVOCABLE
TRUST AGREEMENT**

DB 858 PG 1292
WB 36 PG 643
DB 784 PG 357
PC 1 PG 13
16.47 AC.
TAX MAP# 032-IE

(001) (D)



MatchLine Sta 14+00.00 Sheet #3

MatchLine Sta 21+00.00 Sheet #5

MatchLine Sta 81+50.00 Sheet #3

MatchLine Sta 40+00.00 Sheet #5

MatchLine Sta 82+50.00 Sheet #6

MatchLine Sta 54+50.00 Sheet #6

MatchLine Sta 2+00.00 Sheet #5

REFERENCES (PROFILES, DETAIL & DRAINAGE DESCRIPTION SHEETS, ETC.)

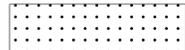
| | |
|------------------------|-------------|
| Location Map | 1A |
| Index of Sheets | 1B |
| TMP Sheet | 1F |
| MOT Sheets | 1K-1N |
| Typical Sections | 2A(1)-2A(2) |
| Basin Details | 2G(1) |
| Level Spreader Details | 2G(2) |
| Drainage Description | 7 |
| Utility Owners | 3 |
| Plan Sheets | 3-6 |
| Profile Sheets | 3A-5A |
| E & S Control | 3B-6B |

SANDRA LYNN MUNARI
DB 320 PG 790
DB 312 PG 573
DB 409 PG 335
DB 105 PG 502 (Plat)
4.5 AC.
TAX MAP# 032-8B

Curve RTE607_BL_3
PI • 54+64.29
DELTA • 9° 46' 16.85" (RT)
D • 14' 19" 26"
T • 34.19'
L • 68.22'
R • 400.00'
PC • 54+30.10
PT • 54+98.32
E • 2%
Lr • 7
V • 15 MPH
(Stop Condition)

Curve OLD RTE607_3
PI • 83+26.41
DELTA • 36° 19' 07.41" (LT)
D • 16' 22" 13"
T • 114.80'
L • 221.86'
R • 350.00'
PC • 82+11.61
PT • 84+33.47

C --- Denotes Construction Limits in Cuts
F --- Denotes Construction Limits in Fills



Full Depth Pavement



Mill/Overlay



Demolition of Pavement

--- Denotes Proposed Temporary Easements
--- Denotes Proposed Permanent Easements
--- Denotes Proposed Right of Way



COUNTY OF POWHATAN
INST. # 20200536
PC J SLIDE 25
0.450 AC.

**VETERINARY OPHTHALMOLOGY
INSTITUTE, LLC**
DB 857 PG 748
DB 117 PG 227 (Plat)
4.55 AC.
TAX MAP# 032-4-8
VEPCO E.smt. Unspecified Location
DB 73 PG 214

PROJECT
0711-072-575

SHEET NO.
4

PROJECT MANAGER: Clay Thomas, P.E., PMP (804) 524-6289 (Richmond)
 SURVEYED BY, DATE: David Burch, L.S. (804) 524-6157
 DESIGN BY: A. Morton Thomas and Associates, Inc. (804) 276-6231
 SUBSURFACE UTILITY BY, DATE: David Burch, L.S. (804) 524-6157

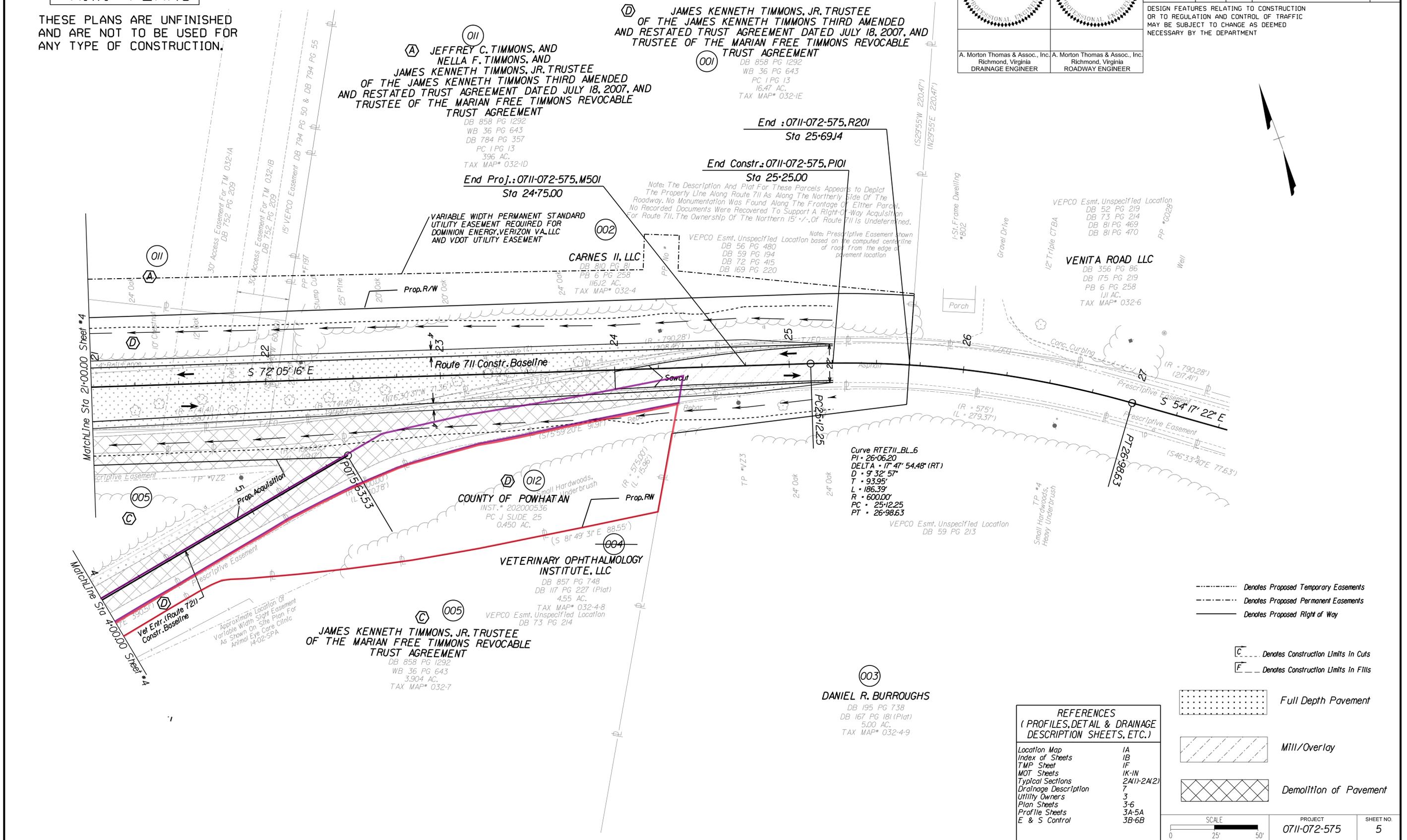
R.W. PLANS

THESE PLANS ARE UNFINISHED
 AND ARE NOT TO BE USED FOR
 ANY TYPE OF CONSTRUCTION.

| | | | | | |
|--|--|---|-------|---------|-----------|
| | | REVISED | STATE | STATE | SHEET NO. |
| | | 3-10-20 | VA. | ROUTE | |
| A. Morton Thomas & Assoc., Inc. Richmond, Virginia DRAINAGE ENGINEER | | A. Morton Thomas & Assoc., Inc. Richmond, Virginia ROADWAY ENGINEER | | PROJECT | |

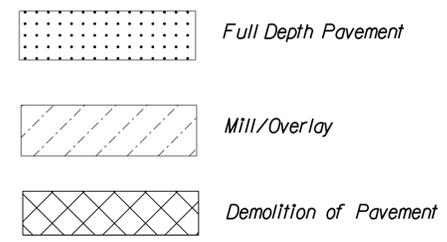
| | | | |
|-------|-------|--------------------------------|-----------|
| STATE | ROUTE | PROJECT | SHEET NO. |
| VA. | 711 | 0711-072-575, RW-201, M-501 | 5 |

DESIGN FEATURES RELATING TO CONSTRUCTION OR TO REGULATION AND CONTROL OF TRAFFIC MAY BE SUBJECT TO CHANGE AS DEEMED NECESSARY BY THE DEPARTMENT



--- Denotes Proposed Temporary Easements
 - - - Denotes Proposed Permanent Easements
 ——— Denotes Proposed Right of Way

C --- Denotes Construction Limits In Cuts
 E --- Denotes Construction Limits In Fills



| REFERENCES (PROFILES, DETAIL & DRAINAGE DESCRIPTION SHEETS, ETC.) | |
|--|-------------|
| Location Map | 1A |
| Index of Sheets | 1B |
| TMP Sheet | 1F |
| MOT Sheets | 1K-1N |
| Typical Sections | 2A(1)-2A(2) |
| Drainage Description | 7 |
| Utility Owners | 3 |
| Plan Sheets | 3-6 |
| Profile Sheets | 3A-5A |
| E & S Control | 3B-6B |

| | | |
|----------|--------------|-----------|
| SCALE | PROJECT | SHEET NO. |
| 0 25 50' | 0711-072-575 | 5 |

TAX MAP # _____

UPC 90931
Parcel 007

**PREPARED BY VDOT
UNDER SUPERVISION OF THE
OFFICE OF THE ATTORNEY GENERAL**

Exempted from recordation taxes
and fees under Sections 58.1-811(A)(3),
58.1-811(C)(5), 58.1-3315, 25.1-418,
42.1-70, 17.1-266, and 17.1-279(E)

This **DEED OF GIFT AND DONATION** is made this _____ day of _____, 2020,
between the COUNTY OF POWHATAN, VIRGINIA, (“**GRANTOR**”), and the COMMONWEALTH
OF VIRGINIA, (“**GRANTEE**”).

WITNESSETH:

In consideration of the good will and public benefit to be derived from this donation including the
improvement of the roads of the Commonwealth, and other good and valuable consideration, the
GRANTOR hereby gives, grants and conveys unto the **GRANTEE** in fee simple, with General Warranty
and English Covenants of Title, the land located in the Huguenot Magisterial District, in the County of
Powhatan and more particularly described as follows:

Parcel 012 – Being as shown on sheets 4, 4RW, 5, 5RW, 6 and 6RW of the plans for Route 711, State
Highway Project 0711-072-575, RW-201, beginning on the East (right) side of Route 607 Construction
Baseline from a point in the lands of the landowner opposite Station 50+57.66 to opposite approximate
Station 53+00, including the connection with Route 721, said connection being further described as
follows: continuing on the South (right) side of the Route 721 Construction Baseline from a point in the
lands of the landowner opposite approximate Station 0+53 to opposite approximate station 5+63,
including the connection with Route 711, said connection being further described as follows: continuing
on the South (right) side of the Route 711 Construction Baseline from a point in the lands of the
landowner opposite approximate Station 22+48 to the lands now or formerly belonging to Daniel R.
Burroughs opposite approximate station 24+32, containing 19,583 square feet, more or less, land, of
which 18,710 square feet is fee simple take and 873 square feet is prescriptive right of way.

Being the land dedicated to the **GRANTOR** by Plat and Plat Affidavit dated January 4, 2019 and recorded
February 6, 2020 as Instrument No. 202000536 in the office of the Clerk of the Circuit Court of Powhatan
County.

For a more particular description of the land herein conveyed, reference is made to photocopies of Sheets No. 4, 4RW, 5, 5RW, 6 and 6RW of the plans for the above project on file in the office of the Department of Transportation, Richmond, Virginia, which are hereto attached as a part of this conveyance and recorded simultaneously herewith in the Clerk's Office of the County of Powhatan, Virginia in State Highway Plat Book _____, Page _____.

1.) The **GRANTOR** by the execution of this instrument acknowledges that the land being conveyed hereunder is being donated to the Commonwealth of Virginia for highway use or associated uses. **GRANTOR** also acknowledges that he is entitled to be compensated for the land hereby conveyed and, pursuant to Virginia Code Section 25.1-417 A 10 and by this donation, hereby waives his right to such compensation. A copy of **GRANTOR'S** acknowledgment of his rights is attached to and made a part of this deed.

2) The **GRANTOR** covenants and agrees for himself, his heirs, successors and assigns, that the consideration hereinabove mentioned shall be in lieu of any and all claims to compensation for land, and for damages, if any, to the remaining lands of the **GRANTOR** which may result by reason of the use to which the **GRANTEE** will put the land being conveyed, including such drainage facilities as may be necessary. This paragraph, however, does not apply to any physical damages caused by **GRANTEE**, its agents and contractors done to **GRANTOR'S** remaining property after construction of the aforesaid project begins.

[Signature to follow on next page]

**CONVEYANCE OF LAND AND/OR EASEMENTS
TO THE COMMONWEALTH OF VIRGINIA
ACKNOWLEDGMENT**

The County of Powhatan, Virginia is the owner of the property identified in the Plat attached to this **ACKNOWLEDGMENT**. Following a public hearing at its regularly scheduled meeting on April 27, 2020, the Powhatan County Board of Supervisors voted to approve donating the property identified in the attached plan sheets to the Commonwealth of Virginia (the "Commonwealth") to be used for highway or other transportation purposes. The property right is identified on said plan sheets and further described in an executed Deed to be filed at Land Records with this acknowledgement.

The authorized agent of the County of Powhatan, Virginia (whose signature appears below) has been advised, pursuant to Virginia Code Section 25.1-417, A, 10, by a representative of the Virginia Department of Transportation (the "Department"), whose name is printed below, that the County of Powhatan, Virginia is entitled to be monetarily compensated for this property right and is under no legal obligation to convey it to the Commonwealth. The County of Powhatan, Virginia, by its authorized agent, hereby waives its right to be monetarily compensated for the property rights being conveyed and hereby agrees, upon presentation, to execute deed conveying the property right to the Commonwealth.

By the signature of its authorized agent, The County of Powhatan, Virginia also acknowledges that, prior to the conveyance, the Department will perform a valuation of the property right being donated and provide the County of Powhatan, Virginia, in writing, with the Department's determination of the value of the property right being conveyed. The County of Powhatan, through its authorized agent, acknowledges that it has the right to waive this valuation and, by the signature of The County of Powhatan's authorized agent, does hereby waive | not waive its right to receive such valuation.

The County of Powhatan, Virginia's authorized agent hereby warrants and represents that he/she has the full and unrestricted authority to execute this document on behalf of the OWNER and to waive or claim the rights set forth herein.

VDOT REPRESENTATIVE: Carl Blake, Right of Way Agent

GIVEN this ____ day of _____, 2020.

OWNER: County of Powhatan, Virginia

BY ITS AUTHORIZED AGENT:

_____(SEAL) _____
Signature Title

Commonwealth of Virginia)
County of _____) to-wit

The foregoing instrument was acknowledged before me this ____ day of _____, 2020 by _____, _____ on behalf of the
(Name) (Title)
County of Powhatan, Virginia.

My commission expires: _____
Registration #: _____ Notary Public

Tax Map # _____

Quitclaim Deed
Revised 7/07
UPC 90931
Parcel 012

**PREPARED BY VDOT
UNDER SUPERVISION OF THE
OFFICE OF THE ATTORNEY GENERAL**

Exempted from recordation taxes
and fees under Sections 58.1-811(A)(3),
58.1-811(C)(5), 58.1-3315, 25.1-418,
42.1-70, 17.1-266, and 17.1-279(E)

This Deed, made this _____ day of _____, 2020, by and between COUNTY OF
POWHATAN, VIRGINIA, Grantor, and the COMMONWEALTH OF VIRGINIA, Grantee,

WITNESSETH: In consideration of the sum of \$1.00 paid by the Grantee to the Grantor, and
other good and valuable consideration including the good will resulting from a contribution to the roads
of the Commonwealth, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby
grants, conveys, releases and quitclaims, unto the Grantee, the land located in Huguenot Magisterial
District, in the County of Powhatan, and described as follows:

Parcel 012

Being as shown on Sheets 4, 4RW, 5, 5RW, 6 and 6RW of the plans for Route 711, State Highway
Project 0711-072-575, RW-201, beginning on the East (right) side of the Route 607 Construction
Baseline from opposite approximate Station 50+56 to opposite approximate Station 53+00, including the
connection with Route 721, said connection being further described as follows: continuing on both the
North (left) side and the South (right) side of the Route 721 Construction Baseline opposite approximate
Station 0+53 to opposite approximate station 5+63, including the connection with Route 711, said
connection being further described as follows: continuing on the South (right) side of the Route 711
Construction Baseline from opposite approximate Station 22+48 to opposite approximate station 24+32,
containing 13,903 square feet, more or less, land.

For a more particular description of the land herein conveyed, reference is made to photocopies of
Sheets No. 4, 4RW, 5, 5RW, 6 and 6RW of the plans for Route 711, State Highway Project 0711-072-
575, RW-201, M-501, showing outlined in PURPLE the land quitclaimed which photocopies are hereto
attached as a part of this conveyance and recorded simultaneously herewith in the State Highway Plat
Book _____, Page _____.



Powhatan County Board of Supervisors Agenda Item

Meeting Date: April 27, 2020

Agenda Item Title: Public Hearing for FY2021 School Budget

Motion: N/A

Dates Previously
Considered by Board: March 2, March 9, March 30, April 16 2020

Summary of Item: The Board is required to hold a public hearing for the School Board's Proposed FY2021 Budget. The enclosed budget was recommended by the School Board on March 31st 2020. The budget was advertised in the Powhatan Today on April 15 and 22, 2020. Per the Code of Virginia, budgets for Schools shall be adopted by May 15 of each year. The Schools FY2021 operating budget as recommended by the Superintendent is \$49,815,417, with a local fund transfer of \$24,251,188. The FY 2021 School Food Fund is proposed at \$1,428,121, with a transfer from the School Operating Fund of \$50,000.

County staff will continue to discuss local and state revenue projects with School staff and update the Board on any changes at the public hearing.

Staff: N/A Approve ___ Disapprove ___ See Comments

Commission/Board: N/A Approve ___ Disapprove ___ See Comments

County Administrator: N/A Approve ___ Disapprove ___ See Comments

Comments: n/a

Budget/Fiscal Impact: Public Hearing only

Attachments: FY21 proposed budget

Staff/Contact: Charla W. Schubert, Director of Finance, 804-598-5780, cschubert@powhatanva.gov

**POWHATAN COUNTY PUBLIC SCHOOLS
REVENUE AND EXPENDITURE SUMMARY ANALYSIS
FOR FISCAL YEAR 2021**

Draft 1
Revised 2/10/20

| COMPARISON OF BUDGETS BY YEAR | 2019-2020 ADOPTED BUDGET | 2020-2021 PROPOSED BUDGET | VARIANCE |
|--|---|--|------------------------|
| REVENUES: | | | |
| LOCAL COUNTY TRANSFER | \$23,346,750 | \$24,251,188 | * \$904,438 |
| LOCAL OTHER SOURCES | \$449,500 | \$453,150 | ** \$3,650 |
| STATE SOURCES | \$23,107,551 | \$23,785,832 | *** \$678,281 |
| FEDERAL SOURCES | \$1,302,796 | \$1,325,246 | **** \$22,450 |
| TOTAL REVENUES | \$48,206,597 | \$49,815,416 | \$1,608,819 |
| EXPENDITURES: | | | |
| PAYROLL AND BENEFITS | \$40,773,275 | \$42,040,463 | **** \$1,267,187 |
| OTHER LINE ITEMS | \$7,433,322 | \$7,774,954 | ***** \$341,632 |
| TOTAL EXPENDITURES | \$48,206,597 | \$49,815,417 | \$1,608,819 |
| VARIANCE IN REVENUES OVER EXPENDITURES | \$0 | (\$0) | (\$0) |
| COMMENTS: | | | |
| * The Local County Transfer projection provided by staff on 2/10/20. | | | \$904,438 |
| ** Local Other Revenues are projected to remain about the same. | | | \$3,650 |
| *** State revenue projections are based upon the Governor's proposed budget and are subject to General Assembly actions. | | | \$678,281 |
| **** Federal revenues are projected to remain about the same. | | | \$22,450 |
| TOTAL REVENUE CHANGES | | | \$1,608,819 |
| **** Payroll and Benefits: | | | |
| 1) VRS rates are increasing 1%. | | | \$46,200 |
| 2) Health Insurance rates are projected to increase ??%. If 5% Adjustments to Family Rates (KA500 & HD Plans) | | | \$195,000 \$136,392 |
| 3) School & Department budget requests include an additional 4.12 FTE's & 7 stipends increases. | | | \$166,748 |
| 4) Salary projections include a step increase for all staff. If a step increase for any employee is less than 2%, that scale will be further increased to provide at least a 2% increase. Driver pay will increase 3% to remain competitive with surrounding localities that are targeting driver pay. | | | \$722,847 |
| TOTAL PAYROLL & BENEFIT CHANGES | | | \$1,267,187 |
| ***** The Other Line Items costs represent the Materials, Supplies, Equipment, and Services that that are needed by the Schools & Departments to run the School Division. It also includes a \$50,000 transfer to the Food Service Fund, and a \$65,000 payment to the Sheriff's Office to support the staffing of School Resource Officers. | | | \$341,632 |
| TOTAL LINE ITEM CHANGES | | | \$341,632 |
| GRAND TOTAL OF EXPENDITURE CHANGES | | | \$1,608,819 |

ACCOUNT DESCRIPTION

65100 SCHOOL FOOD SERVICES REVENUES
BEGINNING BALANCE

| REVENUES |
|--|
| School Lunch , Breakfast Programs |
| Ala Carte and Adult Sales |
| Rebates |
| Interest Earned |
| Subsidies/Loans |
| Other Revenues- Catering |
| Other Revenues- Ala Carte (only)Schools |
| Other Revenues - Miscellaneous |
| Program Reimbursement (Federal Funds) |
| State Funds |
| Grants |
| Repayment of Loans/Fund Tranfer (Local Contribution) |
| USDA Commodities |
| TOTAL REVENUES |

| Budget | Budget | Budget |
|---------------------------|---------------------------|---------------------------|
| <u>2018-2019</u> | <u>2019-2020</u> | <u>2020-2021</u> |
| \$481,117 | \$482,000 | \$479,060 |
| \$324,725 | \$327,600 | \$327,113 |
| | \$100 | \$100 |
| \$20,000 | \$35,000 | \$50,000 |
| | | |
| \$47,875 | \$40,040 | \$38,680 |
| \$449,120 | \$447,210 | \$447,629 |
| \$14,519 | \$21,571 | \$25,795 |
| | | |
| \$60,765 | \$59,600 | \$59,744 |
| | | |
| <u>\$1,398,121</u> | <u>\$1,413,121</u> | <u>\$1,428,121</u> |

EXPENDITURES

| |
|---------------------------------------|
| 1110 Compensation |
| 2100 FICA Benefits |
| 3121 Contracted Professional Services |
| 3320 Maintenance Contracts |
| 6002 Food Purchases (USDA Processing) |

| | |
|---------------------------|---------------------------|
| \$20,000 | \$35,000 |
| \$1,530 | \$2,678 |
| \$1,373,091 | \$1,376,267 |
| \$14,500 | \$10,176 |
| \$4,000 | \$4,000 |
| <u>\$1,413,121</u> | <u>\$1,428,121</u> |