

NOTICE OF PUBLIC MEETINGS

DATE	TIME	EVENT/PLACE **	PERSONS ATTENDING
December 12	1:30 p.m.	ACSA	Bragg, Pyles & Shull
December 13	8:30 a.m. 7:00 p.m.	VALLEY ASAP POLICY BOARD PLANNING COMMISSION MEETING	
December 14	3:00 p.m. 6:00 p.m. 6:00 p.m. 7:00 p.m.	ORDINANCE COMMITTEE ELECTORAL BOARD MEETING AUDIT COMMITTEE BOS MEETING	Shull & Kelley Kelley & Pattie All Members
December 20	8:30 a.m. 10:00 a.m. 5:30 p.m.	DEPARTMENT OF SOCIAL SERVICES (W'BORO) VPAS (W'boro Senior Citizen Center) CAP-SAW	Pyles & Coleman
December 21	7:00 p.m.	PARKS AND RECREATION COMMISSION	Coleman
January 4	10:00 a.m. 7:00 p.m.	MPO POLICY BOARD MEETING BOS ORGANIZATIONAL MEETING	All Members
January 5	9:30 a.m. 1:30 p.m.	BZA STAFF BRIEFING BZA	
January 9	1:30 p.m. 1:30 p.m.	ACSA MEETING CMPT	
January 10	3:00 p.m. 7:00 p.m.	GART PLANNING COMMISSION MEETING	
January 11	3:00 p.m. 3:00 p.m. 7:00 p.m.	LOCAL EMERGENCY PLANNING COMMITTEE ORDINANCE COMMITTEE BOS MEETING	All Members
January 16	7:00 p.m.	RECYCLING COMMITTEE	
January 17	10:00 a.m.	VPAS (W'boro Senior Citizen Center)	
January 18	7:00 p.m.	PARKS & RECREATION COMMISSION	
January 19	11:00 a.m.	ECONOMIC DEVELOPMENT AUTHORITY	
January 23	10:00 a.m. 11:30 a.m. 1:30 p.m.	ECONOMIC DEVELOPMENT COMMITTEE EMERGENCY SERVICES COMMITTEE STAFF BRIEFING	All Members
January 24	11:00 a.m. 7:30 p.m.	AUGUSTA COUNTY EMERGENCY SERVICES AGRICULTURE INDUSTRY BOARD	
January 25	7:00 p.m.	BOS MEETING	All Members
January 26	4:00 p.m.	LIBRARY-Fishersville	

DATE: December 8, 2016  
H:calendar

**\*\*All meetings are at the Government Center unless otherwise noted.**



**A G E N D A**

**REGULAR MEETING OF THE AUGUSTA COUNTY BOARD OF SUPERVISORS**

**WEDNESDAY, DECEMBER 14, 2016, at 7:00 p.m.**

**Board Meeting Room, Government Center, Verona, VA**

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ITEM NO.	DESCRIPTION
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**7:00 P.M. PLEDGE OF ALLEGIANCE**

**INVOCATION** - Public participation is optional; those who wish to join the Board of Supervisors in prayer are asked to remain standing after the Pledge.

**PUBLIC HEARING:**

**12-01 SEWER EASEMENT**

Consider a request to convey to the owner of tax map 82A-(1)-77 a ten foot lateral sewer easement over a portion of property owned by Augusta County, Virginia, tax map 82A-(1)-76, containing 0.318 acres, as shown on a plat entitled "Sanitary Lateral Easement Plat Over a Portion of the County of Augusta, Virginia," dated April 20, 2016 in the Riverheads Magisterial District.

**12-02 BUFFALO GAP PROPERTY**

Consider the sale or rental of property owned by Augusta County, Virginia, tax map 43-27C containing 30.211 acres in the Pastures Magisterial District.

**\*\*\*END OF PUBLIC HEARING\*\*\***

**12-03 MATTERS TO BE PRESENTED BY THE PUBLIC**

**12-04 PB MARES-AUDIT (SEE ATTACHED)**

1. Presentation of 2016 Augusta County Comprehensive Annual Financial Report.
2. Consider audit contract extension for an additional one-year period.

12-05 **VOTING EQUIPMENT** (SEE ATTACHED)  
Consider the request for approval to purchase new voting equipment for Augusta County.

12-06 **MUTUAL AID EMERGENCY SERVICES AGREEMENT** (SEE ATTACHED)  
Consider the Mutual Aid Agreement for Fire and EMS between Augusta County and Nelson County.

12-07 **BROADBAND GRANT** (SEE ATTACHED)  
Consider grant application and local match for DHCD construction grant.

12-08 **CENTERVIEW DRIVE** (SEE ATTACHED)  
Consider a Resolution requesting Economic Development access funds for construction of Centerview Drive.

12-09 **DOMINION EASEMENT** (SEE ATTACHED)  
Consider Dominion request for additional easement in Mill Place Commerce Park.

12-10 **BUSINESS READY SITES PROGRAM PERFORMANCE AGREEMENT** (SEE ATTACHED)  
Consider the Performance Agreement for the Business Ready Sites Program.

12-11 **INTERSECTION OF ROUTE 42 AND ROUDABUSH LANE** (SEE ATTACHED)  
Consider a request for installation of a mirror to improve sight distance.

Funding: North River Infrastructure 4-70-80000-8013-50 \$300.00

12-12 **VACO COMMITTEE NOMINATIONS** (SEE ATTACHED)  
Consider nominations for VACO Committees.

12-13 **WAIVERS**

12-14 **CONSENT AGENDA**

12-14.1 **MINUTES** (SEE ATTACHED)

Consider minutes of the following meeting:

- Regular Meeting, Wednesday, November 9, 2016
- Staff Briefing, Monday, November 21, 2016

- Regular Meeting, Tuesday, November 22, 2016

12-14.2      CLAIMS (SEE ATTACHED)  
                 Consider claims paid since November 1, 2016

**(END OF CONSENT AGENDA)**

12-15      **MATTERS TO BE PRESENTED BY THE BOARD**

12-16      **MATTERS TO BE PRESENTED BY STAFF**

12-17      **CLOSED SESSION** (SEE ATTACHED)



**PB MARES-AUDIT**

Audit will be presented at the Board meeting following Committee's meeting with auditors (Terry Kelley and Marshall Pattie).







**COUNTY OF AUGUSTA**  
*Finance Department*  
18 Government Center Lane \* PO Box 590  
Verona, VA 24482-0590  
Phone: 540-245-5741 \* Fax: 540-245-5742

**TO:** Timothy K. Fitzgerald, County Administrator  
**CC:** Terry Kelley, BOS Audit Committee  
Marshall Pattie, BOS Audit Committee  
**FROM:** Melissa Meyerhoeffer, Finance Director *MM*  
**SUBJECT:** Financial Compliance Audit Contract  
**DATE:** December 7, 2016

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The County has a contract with PBMares, LLP to perform audit services. The initial contract is for three (3) fiscal years, beginning with fiscal year 2014 and ending with December 31, 2016 (FY2016). The contract allows the option of two (2) additional terms of one (1) year each.

The contract includes the following work:

- Comprehensive Annual Financial Report (CAFR), including Financial Audit, Compliance Audit, and Report on Internal Controls
- Management Letter
- Comparative Report Transmittal Forms
- VRS Examination
- Sheriff Internal Control
- GFOA Certificate
- OMB Data Collection Form
- Landfill Financial Assurance
- Middle River Regional Jail Authority (paid for by MRRJA)
- Economic Development Authority (paid for by EDA)
- School Activity Funds, Valley Career and Technical Center, Shenandoah Valley Regional Program (paid for by respective school function)

PBMares, LLP allows County Finance staff to prepare the CAFR, transmittal, GFOA application, MRRJA financial report, and EDA financial report for a discounted fee. As part of the original procurement contract, PBMares, LLP has quoted related fees for audit services for the Fiscal Year ending June 30, 2017 at \$55,400. The County has paid and budgeted \$51,500, \$52,800 and \$54,100 for fiscal years FY14, FY15 and FY16, respectively.

I request that the audit contract be extended for an additional term of one year. Please feel free to contact me if you have any questions.





## COUNTY OF AUGUSTA

### *Electoral Board*

18 Government Center Lane \* PO Box 590  
Verona, VA 24482  
Phone: 540-245-5656 \* Fax: 540-245-5037



#### Memorandum

To: Augusta County Board of Supervisors

CC: Timothy K. Fitzgerald, Augusta County Administrator

From: Augusta County Electoral Board

Date: November 29, 2016

Re: Purchase of New Voting Equipment for Augusta County

In our memorandum of May 9, 2016, we recommended the purchase of optical scan voting equipment for Augusta County for delivery in early 2017 and deployment beginning with the anticipated primary election in June of 2017. At the Board of Supervisors meeting on May 26, 2016, a motion to approve the purchase as recommended was tabled for consideration at a later date after the November 2016 election. We now ask for the Board to take that motion from the table and to approve the purchase of the equipment as described in our earlier memorandum.

In addition to the information provided earlier, we submit for your consideration several articles that support our recommendation. These articles make the following points, among others:

- Direct Recording Electronic voting machines are “accidents waiting to happen.”
- Aging touch screen machines have been known to “flip votes”—cast a vote for a candidate other than the person selected on the screen.
- DRE machines were not designed to last decades because of rapid technological changes: machines over ten years old (such as Augusta County’s) are due to be replaced. “Old voting equipment increases the risk of failure and crashes—which can lead to long lines and lost votes on Election Day, and problems only get worse the longer we wait.” (The Brennan Center)
- While non-networked machines are not hackable by external sources, if equipment fails, recorded votes might simply vanish, in which case they would be unrecoverable.
- The public has lost faith in the integrity of DRE machines because of several instances of failure, including in Virginia.
- Recounts of votes recorded on DRE machines are not meaningful.
- Only paper ballots will inspire public confidence in elections and provide the “paper trail” needed for a meaningful recount in contest elections.
- With optical scan machines, voters have the confidence that their paper ballot is retained by election officials and available to resolve disputes.

Ruth Beam Talmage  
Chairman  
(540) 886-1714

Clifford Garstang  
Vice-Chairman  
(540) 324-0294

Thomas W. Long  
Secretary  
(540) 885-0576



## COUNTY OF AUGUSTA

### *Electoral Board*

18 Government Center Lane \* PO Box 590

Verona, VA 24482

Phone: 540-245-5656 \* Fax: 540-245-5037



#### Attachments:

America's Voting Machines at Risk. Lawrence Norden, Christopher Famighetti (The Brennan Center, September 15, 2015) (executive summary: full report available on request)

America's Voting Machines are Scarily Easy Targets. Brian Barrett (Wired, August 2, 2016)

After DNC Hack, the Case for Paper Ballots. Glenn Reynolds (USA Today, July 28, 2016)

The Threat to Our Voting System that's More Likely than Hacking. Courtney Norris (PBS News Hour, October 5, 2016)

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### Memorandum

To: Augusta County Board of Supervisors

CC: Timothy K. Fitzgerald, Augusta County Administrator

From: Augusta County Electoral Board

*On behalf of  
the EB*

Date: November 28, 2016

Re: Purchase of New Voting Equipment for Augusta County

The Augusta County Electoral Board requests time at the December 7, 2016 Board of Supervisors Meeting to re-present our request for approval to purchase new voting equipment for Augusta County.

Ruth Beam Talmage  
Chairman  
(540) 886-1714

Clifford Garstang  
Vice-Chairman  
(540) 324-0294

Thomas W. Long  
Secretary  
(540) 885-0576

## America's Voting Machines at Risk

Lawrence Norden, Christopher Famighetti

September 15, 2015



VIEW

Technology has changed dramatically in the last decade, but America's voting machines are rapidly aging out. In 2016, for example, 43 states will use electronic voting machines that are at least 10 years old, perilously close to the end of most systems' expected lifespan. Old voting equipment increases the risk of failures and crashes — which can lead to long lines and lost votes on Election Day — and problems only get worse the longer we wait.

Based on 10 months of independent research, and interviews with more than 100 election officials and specialists in all 50 states, this comprehensive study looks at the challenges associated with outdated equipment and the new technologies that can help solve the impending crisis.

[Read the Executive Summary](#)

[Download the Report](#)

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### Executive Summary

In January 2014, the bipartisan Presidential Commission on Election Administration (PCEA) issued a stern warning that should be of grave concern to all Americans: There is an "impending crisis ... from the widespread wearing out of voting machines purchased a decade ago. ... Jurisdictions do not have the money to purchase new machines, and legal and market constraints prevent the development of machines they would want even if they had funds."

This report, nearly two years later, documents in detail the extent of the problem and the steps we must take in the coming years to address it. Over the past 10 months, the Brennan Center surveyed more than 100 specialists familiar with voting technology, including voting machine vendors, independent technology experts, and election officials in all 50 states. In addition, we reviewed scores of public documents to quantify in greater detail the extent of the crisis. We explore the current challenge in three parts: (1) the danger, looking at the age of machines around the country relative to their expected lifespans and the problems that we can expect; (2) the new technologies that can help solve the problem going forward, and (3) recommended solutions to the impending crisis.

### Among our key findings:

- Unlike voting machines used in past eras, today's systems were not designed to last for decades. In part this is due to the pace of technological change. No one expects a laptop to last for 10 years. And although today's machines debuted at the beginning of

### RELATED ANALYSIS

[Priorities, Policy, and Strategy: Next Steps for the EAC](#)  
3/19/15

[Better Design, Better Elections](#)  
7/31/12

[Voting System Failures: A Database Solution](#)  
9/13/10

[America's Voting Technology Crisis](#)  
9/15/15

### RELATED BLOGS

[Opinion: Protect Our Voting Machines From Hackers](#)  
8/12/16

### RELATED NEWS

[U.S. Elections Aren't Rugged, But They Are Vulnerable](#)  
8/16/16 | Think Progress

[The DNC Leak Shows How Vulnerable This Election Is To Hacking](#)  
7/29/16 | BuzzFeed

[Should Primary Voters Be Worried About Aging Voting Machines?](#)  
2/29/16 | PBS NewsHour

this century, many were designed and engineered in the 1990s.

- While it is impossible to say how long any particular machine will last, experts agree that for those purchased since 2000, the expected lifespan for the core components of electronic voting machines is between 10 and 20 years, and for most systems it is probably closer to 10 than 20.
  - The majority of machines in use today are either perilously close to or exceed these estimates. Forty-three states are using some machines that will be at least 10 years old in 2016. In most of these states, the majority of election districts are using machines that are at least 10 years old.
  - In 14 states, machines will be 15 or more years old.
  - Nearly every state is using some machines that are no longer manufactured and many election officials struggle to find replacement parts.
- The longer we delay purchasing new equipment, the more problems we risk.
  - The biggest risk is increased failures and crashes, which can lead to long lines and lost votes.
  - Older machines can also have serious security and reliability flaws that are unacceptable today. For example, Virginia recently decertified a voting system used in 24 percent of precincts after finding that an external party could access the machine's wireless features to "record voting data or inject malicious data.
  - Smaller problems can also shake public confidence. Several election officials mentioned "flipped votes" on touch screen machines, where a voter touches the name of one candidate, but the machine registers it as a selection for another.
- Election officials who believe they need to buy new machines do not have sufficient resources.
  - Election jurisdictions in at least 31 states want to purchase new voting machines in the next five years. Officials from 22 of these states said they did not know where they would get the money to pay for them.
  - Based upon recent contracts and assessments provided by election officials, the Brennan Center estimates the initial national cost of replacing equipment over the next few years could exceed \$1 billion, though that could be partially offset by lower operating costs and better contracts than are currently used in many jurisdictions.
  - As election jurisdictions diverge in how they respond to the crisis, we see an increasing divide among, and even within, states in the ability to ensure elections can be conducted without system failures and disruption.
  - A preliminary analysis by the Brennan Center lends support to the concern expressed by some officials that without federal or state funding, wealthier counties will replace aging machines, while poorer counties will be forced to use them far longer than they should.

These are troubling findings, but our study also provides hope for the future. Technology has changed dramatically in the last decade, offering the possibility of machines that are more reliable, more usable, and less expensive. Several recent innovations — often driven by election officials who have worked with vendors, academics, and voters — could point the way to more affordable and flexible 21st century machines. While such advances may help us in future years, they will not resolve today's crisis. There is no escaping the immediate need to plan and set aside sufficient funds to buy new machines.

[America's Voting Machines at Risk](#)

#### RELATED PRESS RELEASES

**How Secure Are America's Voting Systems?**

8/30/16

**New Study: Voting Machines at Risk Ahead of 2016 Election**

9/15/15

**BRENNAN  
CENTER  
FOR JUSTICE**

**AMERICA'S VOTING  
MACHINES AT RISK**

Lawrence Norden and Christopher Pamighetti

**RELATED ISSUES:** [Voting Rights & Elections](#), [Ballot Design & Machines](#)

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## AMERICA'S ELECTRONIC VOTING MACHINES ARE SCARILY EASY TARGETS



A voter uses an electronic voting machine in Philadelphia, April 26 2016. ANDREW HARRER/BLOOMBERG/GETTY IMAGES

**THIS WEEK.** GOP presidential candidate Donald Trump openly speculated that this election would be “rigged.” Last month, Russia decided to take an active role in our election. There’s no basis for questioning the results of a vote that’s still months away. But the interference and aspersions do merit a fresh look at the woeful state of our outdated, insecure electronic voting machines.

We’ve previously discussed the sad state of electronic voting machines in America, but it’s worth a closer look as we approach election day itself, and within the context of increased cyber-hostilities between the US and Russia. Besides, by now states have had plenty of warning since a damning report by

the Brennan Center for Justice about our voting machine vulnerabilities came out last September. Surely matters must have improved since then.

Well, not exactly. In fact, not really at all.

## **Rise of the Machines**

Most people remember the vote-counting debacle of the 2000 election, the dangling chads that resulted in the Supreme Court breaking a Bush-Gore deadlock. What people may not remember is the resulting Help America Vote Act (HAVA), passed in 2002, which among other objectives worked to phase out the use of the punchcard voting systems that had caused millions of ballots to be tossed.

In many cases, those dated machines were replaced with electronic voting systems. The intentions were pure. The consequences were a technological train wreck.

“People weren’t thinking about voting system security or all the additional challenges that come with electronic voting systems,” says the Brennan Center’s Lawrence Norden. “Moving to electronic voting systems solved a lot of problems, but created a lot of new ones.”

The list of those problems is what you’d expect from any computer or, more specifically, any computer that’s a decade or older. Most of these machines are running Windows XP, for which Microsoft hasn’t released a security patch since April 2014. Though there’s no evidence of direct voting machine interference to date, researchers have demonstrated that many of them are susceptible to malware or, equally if not more alarming, a well-timed denial of service attack.

“When people think that people think about doing something major to impact our election results at the voting machine, they think they’d try to switch results,” says Norden, referring to potential software tampering. “But you can do a lot less than that and do a lot of damage... If you have machines not working, or working slowly, that could create lots of problems too, preventing people from voting at all.”

The extent of vulnerability isn't just hypothetical; late last summer, Virginia decertified thousands of insecure WinVote machines. As one security researcher described it, "anyone within a half mile could have modified every vote, undetected" without "any technical expertise." The vendor had gone out of business years prior.

The WinVote systems are an extreme case, but not an isolated one. Other voting machine models have potentially vulnerable wireless components; Virginia's just the only one where a test proved how bad the situation was.

The worst part about the current state of voting machines is that they don't even require outside interference to undo an election. "They're all computers. They run on tens of thousands of lines of code," says Norden. "It's impossible to have a perfectly secure, perfectly reliable computer."

That's true, but in fairness, most computers aren't quite this imperfect, either.

## **A Good Kind of Audit**

So electronic voting machines aren't ideal. The good news is, it's entirely possible to mitigate any potential harm they might cause, either by malice or mistake.

First, it's important to realize that electronic voting machines aren't as commonplace as one might assume. Three-quarters of the country will vote on a paper ballot this fall, says Pamela Smith, president of Verified Voting, a group that promotes best practices at the polls. Only five states—Delaware, Georgia, Louisiana, South Carolina, and New Jersey—use "direct recording electronic" (DRE) machines exclusively. But lots of other states use electronic machines in some capacity. Verified Voting also has a handy map of who votes using what equipment, which lets you drill down both to specific counties and machine brands, so you can see what's in use at your polling station.

More than half of the states conduct post-election auditing, by checking vote totals against paper records, to ensure that the votes are accurate. Both Smith and Norden agree that this sort of auditing is the single best way to guarantee

confidence in election results, as does MIT computer scientist Ronald Rivest, who has written extensively [PDF] on voting machine issues.

The problem is that not every state does post-election audits. And even some that require them by law, namely Pennsylvania and Kentucky, don't actually use voter-verifiable paper trails, meaning they have no way to complete an audit. And progress toward more and better auditing is slow; Maryland just put an auditable system in place this year, Smith says, and will pilot it during the fall election. Over a dozen states still have no audit procedure at all.

The problem with putting these auditing systems in place is the same one keeping more reliable voting machines from the booths in the first place: a lack of money and political will. There's new voting equipment out there that's much more secure than the machines states purchased in bulk a decade or more ago, but only a handful of states and municipalities—Rhode Island, DC, and parts of Wisconsin among them—have upgraded in the past year.

“The money's not there right now,” says Norden. “We interviewed election officials who told us what they were hearing from their state legislators and others who would be funding this type of equipment, and they say come back to us after there's some kind of crisis.”

Which, if they wait long enough, is exactly what they're going to get.

## **Rigging the Vote**

For what it's worth, electronic voting machines have been this hackable in previous elections as well, and there's no indication—even in Virginia—that there's ever been any interference.

This year feels different though, in no small measure because of Russia's alleged responsibility for the DNC hack. If Putin would go so far as release those emails, would he pursue a direct assault on our vulnerable voting machines as well?

The short answer? *Nyet.*

“Putin's not very nice, but he's not stupid,” says Ryan Maness, a visiting fellow at Northeastern University who specializes in international cyber conflict and

Russian foreign policy. “If they were going to mess with the voting machines and the vote-counting software, they wouldn’t have done the DNC hack.”

Maness argues that the DNC hack and subsequent email release has put a spotlight on Russia. The blowback from such direct interference in a United States election would be too severe. Besides, Maness says, Putin’s main objective was likely to embarrass Hillary Clinton, rather than elevate Trump. And he’s certainly achieved that much already.

But even if Maness is wrong, the even better news is that the three states that will likely decide the election—Florida, Ohio, and Pennsylvania—have voting machines that are in relatively good shape. Florida has an audit requirement in place, while Ohio not only conducts audits, Smith says, it has an “automatic recount provision,” where close races trigger a manual recount without requiring a candidate to request one. “Pennsylvania is of the most concern” among those three, says Smith, “based on the fact they have so many paperless DREs in use.” Even there, though, election officials will actively deploy paper ballots in the event that those machines fail.

Still, unlikelihood that Russia would tamper with our voting machines hasn’t lifted the sense of unease around the election. When Donald Trump suggests the election might be “rigged,” he’s referring to a host of potential disruptions, from the times and dates of scheduled debates to whatever else he might bend to his narrative. In November, should he lose, he’ll find the voting machines to be an easy target.

That suspicion is the real danger of electronic voting systems, and especially of those that can’t be easily or effectively audited. If you can’t guarantee that there was no tampering—which not every state can—it might not matter if any actually took place. In the wrong hands, the doubt itself is damaging enough.

# Glenn Reynolds: After DNC hack, the case for paper ballots

Glenn Harlan Reynolds 10:38 am EDT July 28, 2016

*Are paper ballots really a superior technology to voting machines? Absolutely.*



(Photo: David Goldman, AP)

Somebody — probably, though not certainly, Vladimir Putin's intelligence apparatus — has hacked the Democratic Committee's email servers and released some of what it found via the WikiLeaks site. As Harvard law professor Jack Goldsmith notes, this is something new. Although meddling in foreign elections is old stuff for intelligence agencies (including our own), this sort of email release is unprecedented (<https://www.lawfareblog.com/what-old-and-new-and-scary-russias-probable-dnc-hack>).

As disruptive as the DNC email release has been, there's room for something much worse ([http://www.huffingtonpost.com/michael-gregg/top-six-ways-hackers-coul\\_b\\_7832730.html](http://www.huffingtonpost.com/michael-gregg/top-six-ways-hackers-coul_b_7832730.html)): A foreign government could hack voting machines (<https://www.washingtonpost.com/posteverything/wp/2016/07/27/by-november-russian-hackers-could-target-voting-machines/>), shut down election computers, or delete or alter voter registration information, turning Election Day into a snarled mess and calling the results into question regardless of who wins.

Worse yet, hackers (<http://thehill.com/policy/cybersecurity/278231-election-fraud-feared-as-hackers-target-voter-records>) are already working on this.

<http://www.usatoday.com/story/news/politics/election/2016/07/27/voting-machine-hack-putin/91165954/>

<https://www.washingtonpost.com/posteverything/wp/2016/07/27/by-november-russian-hackers-could-target-voting-machines/>

Voting systems rely on trust. Voters have to trust that their own vote is recorded and counted accurately; they also have to trust that the overall count is accurate, and that only eligible voters are allowed to vote. (When an ineligible voter casts a vote, it cancels out the vote of a legitimate voter every bit as much as if his or her ballot had simply been shredded.)

The problem is that electronic systems — much less the internet-based systems that some people are talking about moving to — can't possibly provide that degree of reliability. They're too easy to hack, and alterations are too easy to conceal. If the powers-that-be can't protect confidential emails, or government employees' security information (<http://story/opinion/2015/06/14/federal-records-hack-china-pearl-harbor-column/71210018/>), then they can't guarantee the sanctity of voting systems.



USA TODAY

Glenn Reynolds: Putin for president 2016

<http://www.usatoday.com/story/opinion/2016/07/25/wikileaks-emails-dnc-putin-bernie-hillary-trump-blackmail-puccifer-russian-column/87524386/>

My own solution is a back-to-the-future one: In an age of computer hackers and, apparently, hopeless failures in data security, we should switch from computers to a superior technology. In this case, it's paper ballots.

*Are paper ballots really a superior technology to voting machines? Absolutely.*

When you vote electronically, the only data recorded is the vote itself. Compare that to a paper ballot where you mark an "X" next to the candidate's name. When you cast a paper ballot, all sorts of other information is captured along with your vote: The color of ink you used, individual variations in handwriting, even the condition of the paper you're writing on. Changing that across large numbers of ballots without being obvious is hard, and requires physical access to the ballots; doing it on a computer is a matter of a few keystrokes, and can be done from Minsk or Shanghai.

Paper ballots may seem old-fashioned, but an emphasis on computers just for technology's sake reminds me of stories about housewives in the 1950s who preferred canned vegetables to fresh ones because canned food seemed more modern. Just because a technology is newer doesn't necessarily mean it's better.



**USA TODAY**

**Glenn Reynolds: What if Pearl Harbor happened and nobody noticed?**

<http://www.usatoday.com/story/opinion/2015/06/14/federal-records-hack-china-pearl-harbor-column/71210018/>

**POLICING THE USA: A look at [race, justice, media](http://preview.usatoday.com/policing/) (<http://preview.usatoday.com/policing/>)**

The only downside of paper ballots is that they take longer to count than voting machine totals. But although cable-news operations like fast returns, that's hardly worth it when there's a risk that those returns might be fraudulent.

Voting machines, of course, generate lucrative government contracts for equipment and support that can be awarded to favored companies, while paper ballots only require a printing press. But if we're really worried about foreign interference in American elections — and the evidence suggests that we ought to be — then we should be willing to make this change.

Worried about foreign hacking? Then you should support paper ballots, an idea whose time has come again. And it's only three months until November.

*Glenn Harlan Reynolds* (<http://preview.usatoday.com/search/glenn%20harlan%20reynolds/>), a University of Tennessee law professor and the author of *The New School* ([http://www.amazon.com/New-School-Information-American-Education/dp/1594037108/ref=sr\\_1\\_7?s=books&ie=UTF8&qid=1379957419&sr=1-7](http://www.amazon.com/New-School-Information-American-Education/dp/1594037108/ref=sr_1_7?s=books&ie=UTF8&qid=1379957419&sr=1-7)): *How the Information Age Will Save American Education from Itself*, is a member of USA TODAY's [Board of Contributors](http://preview.usatoday.com/reporters/boc.html) (<http://preview.usatoday.com/reporters/boc.html>). Follow him on Twitter [@Instapundit](https://twitter.com/instapundit?ref_src=twsrc%5Egoogle%7Ctwcamp%5Eserp%7Ctwgr%5Eauthor) ([https://twitter.com/instapundit?ref\\_src=twsrc%5Egoogle%7Ctwcamp%5Eserp%7Ctwgr%5Eauthor](https://twitter.com/instapundit?ref_src=twsrc%5Egoogle%7Ctwcamp%5Eserp%7Ctwgr%5Eauthor)).

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POLITICS

## The threat to our voting system that's more likely than hacking

BY COURTNEY NORRIS *October 5, 2016 at 11:31 AM EDT*



*Voters cast their votes using electronic voting machines during the 2012 election in Valley City, Ohio. Photo by Aaron Josefczyk/Reuters*

Earlier this year, the Democratic National Committee was hacked, and some of its [private emails were released](#) to the public. Last week, the [FBI confirmed that hackers targeted](#) voter registration systems in 20 states.



But most voting systems are not connected to the internet, which means they're less prone to hacking. In fact, a 2014 report by the Presidential Commission on Election Administration, says the [biggest threat on Election Day](#) is not hackers — it's outdated equipment.

**[READ MORE: Should voters be worried about aging voting machines?](#)**

This November, [42 states will use machines that are more than a decade old](#), according to the Brennan Center for Justice. Machines in 14 states, including Florida, Massachusetts, New Hampshire, Texas and Virginia are in some cases more than 15 years old.

States are increasingly [reporting](#) vulnerabilities, such as worn-out modems used to transmit election results, failing central processing units and unsupported memory cards, the [National Institute of Standards and Technology](#) reported.

Flip votes occur in older machines when a voter touches one name, but the machine registers another. Other times, these machines do not count the votes at all.

“My guess is that, in the context of [people discussing] ‘rigged elections,’ that stuff will become bigger in 2016,” said Lawrence Norden, deputy director of the Brennan Center’s Democracy Program. But machine failures will likely be seen “in the context of cybersecurity,” he said, instead of technological problems, “and that undermines the problem.”

VOTE INCORRECTLY REGISTERED - 2012 PRESIDENTIAL ELECTION



Among the older machines that are vulnerable to malfunctions are Direct Record Electronic voting systems. Jurisdictions in 22 states use these machines. But it's difficult to determine their accuracy, because some [DRE systems don't retrieve full ballot images](#) in a readable format.

In 2015, [3,000 touch screen machines were decertified](#) after the Virginia Board of Elections reviewed voter complaints of [touch screens registering candidates they did not support](#).

"Without a paper audit trail, the local electoral board had no way to verify whether the results were correct, but chose to accept the internal memory stick results," said Alex Blakemore, a founding member of Virginia Verified Voting.

Fixing the problem is not cheap. A [Pew Charitable Trust report](#) estimated the newest machines cost between \$2,500 and \$3,000 each, and election boards need one machine for every 300 registered voters.

State and local budgets are already tight, and no federal programs specifically provide funding for upgrading voting systems.

Congress is [considering legislation](#) that would provide \$125 million in grants to replace antiquated machines across the country, but the bill is [unlikely to become law](#).

Some cities are considering [open-source systems](#) as an inexpensive alternative. Open-source computer software means the source code is made public. It allows the public to see how the voting machines are programmed, and programmers can more easily fix glitches.

San Francisco Elections Commission [decided unanimously](#) in 2015 to develop an open-source voting system that runs on commercial off-the-shelf hardware.

That technology is still a couple years away.

[Human error](#) can also be a major problem. In 2004, machines in Carteret County, North Carolina, completely lost the votes of an estimated 4,500 people. The problem was [attributed](#) to a lack of human oversight; poll workers didn't properly update the machines.

"Malfunctions occur, but most problems with [direct-recording electronic voting machines] can be attributed to human mistakes or procedural errors, rather than security issues," the Congressional Research Service said in its 2005 report.

In the meantime, technology glitches can influence voter confidence and turnout and create longer lines, according to a September 2014 [GAO report](#) that studied wait times for voters in the 2012 election.

A study by CalTech and MIT estimated [between 500,000 and 700,000 people decided not to vote](#) in the last presidential election, [because of long lines](#).

“Machines always break down on Election Day,” Norden said. “The question is, are you ready for it?”

Shields and Brooks on 'anticlimactic' Clinton victory, Trump's 'moral c...







## MUTUAL AID EMERGENCY SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between Nelson County, Virginia, hereinafter referred to as "Nelson," and Augusta County, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as "Augusta."

### WITNESSETH:

WHEREAS, each of the parties hereto maintains equipment and personnel for emergency services response within its own jurisdiction and areas; and

WHEREAS, the parties hereto desire to augment the emergency services response available in their jurisdictions; and

WHEREAS, the lands and areas of the parties hereto are adjacent or contiguous so that mutual assistance in an emergency is deemed feasible; and

WHEREAS, it is mutually deemed sound, desirable, practicable, and beneficial for the parties to this agreement to render assistance to one another in accordance with these terms:

#### Authority

This agreement is made in accordance with the provisions of Title 27. Chapter 1, Sections 27-1, 27-2, and 27-4 of the 1954 Code of Virginia, as amended.

#### Proviso

The parties to this Mutual Aid Agreement concur with the following provisions specific to the exchange of mutual response emergency services:

Emergency Services shall mean Fire Suppression, Emergency Medical, Hazardous Material, Technical Rescue, and/or other related types of emergency services. Other services not specifically named in this section may also be exchanged if mutually agreed upon by the parties to this Agreement.

Each party to this agreement shall retain primary responsibility for determining the most appropriate response resources to be utilized within its jurisdiction; however, standardization for common incident types is desirable. For service in geographic areas where mutual response is

desirable, the responsible jurisdiction shall confer with the other jurisdiction(s) affected prior to implementing mutual response programming.

Each party's Public Safety Communications Center shall maintain direct links to the other party's communication centers whenever possible. These communication centers shall serve as the primary source for a mutual response request. Requests for mutual response may be made by telephone, radio, or via computer network. Each communication center shall also maintain records and reports of mutual response incidents, using their established procedures. Records, reports, and information concerning mutual response incidents shall be provided to the parties to this agreement, when requested through the appropriate method.

All tactical units and personnel responding to a mutual response incident shall operate in accordance with the NIMS Incident Command System operational procedures. Incidents will be under the command of the first arriving officer on scene, regardless of jurisdiction, until command is transferred to an appropriate command officer.

**THEREFORE, BE IT AGREED THAT:**

1. Nelson agrees with Augusta:
  - a. That Nelson shall respond to all requests for mutual aid with a minimum of equipment necessary to assist.
2. Augusta agrees with Nelson:
  - a. Augusta shall respond to all requests for mutual aid with a minimum of equipment necessary to assist.
3. The rendering of assistance under the terms of this agreement shall not be mandatory, but the party receiving the request for assistance shall immediately inform the requesting party, if, for any reason, assistance cannot be rendered.
4. In general, a party to this agreement shall not be indebted to another party for the costs of any usual and customary emergency services rendered by that other party in accordance with the terms and conditions of this agreement. However, in the event of a specific incident where the responsible jurisdiction may be able to recover costs of mitigating an incident, the costs incurred by an assisting jurisdiction may be reimbursed to that jurisdiction if said costs are recovered from the party legally responsible for causing the incident or from a significant event that is approved for cost reimbursement from state and/or federal disaster assistance funds (i.e. a declared

emergency under the provisions of the federal Stafford Act.

5. All services performed and expenditures made under this agreement shall be deemed for public and governmental purposes and all immunities from liability enjoyed by federal, state and local governments within its boundaries shall extend to its participation in rendering emergency services, in accordance with this agreement, outside of its boundaries.
6. Each party to this agreement waive all claims against the other party for compensation for any loss, damage, personal injury, or death occurring in consequence of the performance of this agreement.
7. In providing for the exchange of Emergency Medical Services, each party agrees to acknowledge and accept the use of the pre-hospital medical protocols, procedures, and standards of care regularly employed by another party's EMS agency for use by said agency when providing patient care during a mutual response incident.
8. All services performed under this Agreement shall be rendered without reimbursement from either party (except as provided in Paragraph 4 above).
9. The Chiefs of the Fire Departments and Chiefs of the Rescue Squads of the parties of this agreement area utilized are directed to meet and draft any detailed plans and procedures of operations necessary to effectively implement this Agreement.
10. Supervision and control of joint services shall be in accordance with Section 27-23.9 of the Code of Virginia (1950, as amended).
11. This agreement may be modified at any time the parties deem it necessary. Suggested modifications to this agreement shall be developed in writing and distributed to each party for their review and comment.
12. This agreement shall be in effect for a period of one year, beginning on the date hereto, and shall be automatically renewed for successive like periods of one year unless either party provides the other 30 days' notice prior to the end of each contract year.
13. The terms and conditions of this agreement shall become effective on the date that the representatives of each jurisdiction sign this agreement. The provisions of this agreement shall remain in full force and effect until such time that this agreement is modified or terminated by the parties.

**AUGUSTA COUNTY, VIRGINIA**

By \_\_\_\_\_  
Carolyn S. Bragg, Chair  
Board of Supervisors

**NELSON COUNTY, VIRGINIA**

By \_\_\_\_\_  
Allen Hale, Chair  
Board of Supervisors

COMMONWEALTH OF VIRGINIA  
COUNTY/CITY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_  
2016, by Carolyn S. Bragg, Chair, on behalf of the Board of Supervisors of Augusta County,  
Virginia.

\_\_\_\_\_  
Notary Public

Registration No. \_\_\_\_\_

My commission expires: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA  
COUNTY/CITY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_  
2016, by Allen Hale, Chair, on behalf of the Board of Supervisors of Nelson County, Virginia.

\_\_\_\_\_  
Notary Public

Registration No. \_\_\_\_\_

My commission expires: \_\_\_\_\_




**COUNTY OF AUGUSTA, VA.****BOARD OF SUPERVISORS**MARSHALL W. PATTIE  
North RiverGERALD W. GARBER  
Middle RiverTRACY C. PYLES, JR.  
PasturesTERRY L. KELLEY, JR.  
Beverley ManorWENDELL L. COLEMAN  
WayneMICHAEL L. SHULL  
RiverheadsCAROLYN S. BRAGG  
South River**TIMOTHY K. FITZGERALD – COUNTY ADMINISTRATOR****AUGUSTA COUNTY GOVERNMENT CENTER**

P.O. BOX 590, VERONA, VA 24482-0590

(540) 245-5610 FAX (540) 245-5621

coadmin@co.augusta.va.us

**TO:** Timothy K. Fitzgerald, County Administrator

**FROM:** Jennifer M. Whetzel, Deputy County Administrator 

**DATE:** December 7, 2016

**RE:** Department of Housing and Community Development Broadband Grant (VATI)

The County sent out a Request for Information to see if there was any interest from area internet service providers to partner with the County on an application for the Virginia Telecommunications Initiative (VATI) Grant. A response was received from MGW/Lingo Networks.

The grant is \$2 million over a two year period and DHCD noted they plan to award 2-3 projects each year. A competitive grant application must include a defined project area with a documented unserved or underserved population, project description, budget and timeline. Deadline for completion of the construction projects is June 30, 2017. A summary of the proposal received by the County is noted below:

**Define project area:** Middlebrook (Arbor Hill area) and Deerfield Area. Middlebrook is identified as a potential tower site in the Telecommunications Strategic Plan. Deerfield has an existing tower.

**Project description:** Installation of fiber to tower sites, allowing for fiber to home along the route. Tower sites will allow for cellular and mobile broadband services to the area.

**Project timeline:** January 2017-Finalize design and easements; February 2017-Site prep; March 2017-Fiber installation and tower construction begins; April 2017-Install fiber to home; May 2017-Complete installation of fixed wireless equipment on towers; June 2017-Complete network testing

**Financing:** Estimated cost of project is \$642,000. Request 60% from State (\$385,200), 20% Provider (\$128,400) and 20% County (\$128,400). Prepare agreement between provider and local government making application.

**Grant timeline:** December 7-16 County and MGW/Lingo Networks staff finalize grant application; December 14, BOS meeting, review need for local match; December 21, Grant deadline; Announcement is supposed to be in January 2017; Project completion deadline is June 30, 2017.

Staff will meet with MGW/Lingo Networks to finalize details on the application before the Dec. 14 BOS meeting. Further information will be available at that time.





At a regularly scheduled meeting of the Augusta County Board of Supervisors held on December 14, 2016, the following resolution was approved:

**RESOLUTION**

**WHEREAS**, the Augusta County Board of Supervisors desires to develop property for the purpose of economic development use located off of Mill Place Parkway Route #901 in the County of Augusta, Virginia, for the purpose of economic development within the Mill Place Commerce Park; and

**WHEREAS**, this property is expected to be the site of new private capital investment in land, building, and manufacturing equipment which will provide substantial employment; and

**WHEREAS**, the existing public road network does not provide for adequate access to this property and an access road improvement project is necessary and

**WHEREAS**, the County of Augusta hereby guarantees that the necessary environmental analysis, mitigation, fee simple right of way and utility relocations or adjustments, if necessary, for this project will be provided at no cost to the Economic Development, Airport and Rail Access Fund; and

**WHEREAS**, the County of Augusta acknowledges that no land disturbance activities may occur within the limits of the proposed access project prior to appropriate notification from the Department of Transportation; and

**WHEREAS**, the County of Augusta hereby guarantees that all ineligible project costs and all costs not justified by eligible capital outlay will be provided from sources other than those administered by the Virginia Department of Transportation.

**NOW, THEREFORE, BE IT RESOLVED**, that the Augusta County Board of Supervisors hereby requests that the Commonwealth Transportation Board provide Economic Development Access Program funding to provide an adequate road to this property; and

**BE IT FURTHER RESOLVED**, that the Augusta County Board of Supervisors hereby agrees that the improvements so constructed will be added to and become a part of the secondary system of state highways and

**BE IT FURTHER RESOLVED** that the Augusta County Board of Supervisors hereby agrees to provide advance funding for the project and will request reimbursement from the Virginia Department of Transportation when the project is completed.

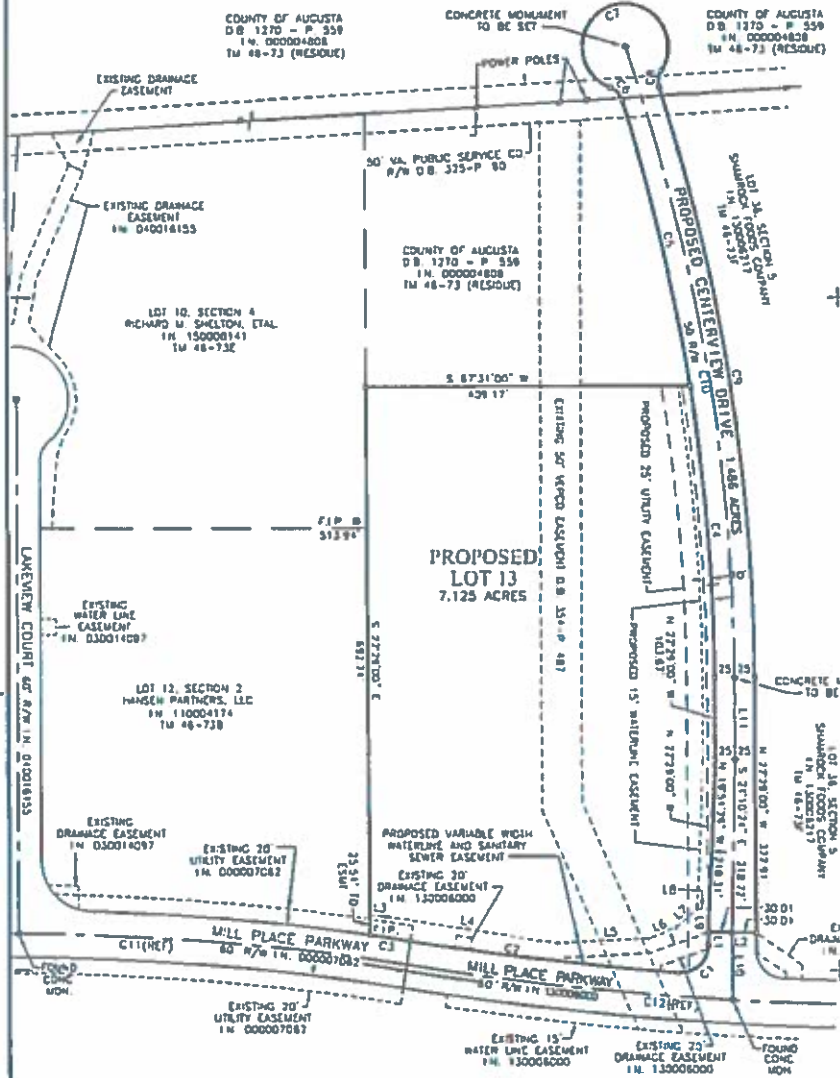
Recorded Vote  
Moved By: \_\_\_\_\_  
Seconded By: \_\_\_\_\_  
Yeas: \_\_\_\_\_  
Nays: \_\_\_\_\_

A Copy Teste:  
\_\_\_\_\_  
Carolyn S. Bragg, Chairman  
Augusta County  
Board of Supervisors

COURSE	BELLA	BEALTS	ARC	TANGENT	CHEORD BWC	CHEORD	LINE	BEARING	DISTANCE
C1	84°23'48"	35.00	57.88	37.78	N 24°42'55" E	51.36	L1	N 27°28'00" W	18.20
C2	8°54'23"	3878.00	340.04	170.13	N 74°22'03" E	319.94	L2	N 68°37'08" E	60.01
C3	0°57'31"	3130.00	52.47	26.23	N 78°20'28" E	52.47	L3	S 72°36'18" W	18.22
C4	8°10'00"	2450.00	369.88	185.29	N 26°48'30" W	369.53	L4	S 74°32'37" W	220.03
C5	8°41'31"	2450.00	371.88	186.20	N 33°28'48" W	371.32	L5	S 84°37'08" W	118.22
C6	57°03'07"	25.00	22.71	12.21	N 85°31'05" W	21.84	L6	S 46°38'44" W	37.15
C7	282°37'43"	55.00	271.30	44.04	S 49°28'13" W	68.78	L7	S 35°08'31" W	35.41
C8	50°36'21"	25.00	22.08	11.82	S 14°33'07" E	21.37	L8	S 70°08'31" W	15.00
C9	17°22'13"	2500.00	757.97	381.81	N 31°10'08" W	755.07	L9	S 19°51'29" E	29.12
C10	18°48'10"	2475.00	812.22	409.78	N 31°53'05" W	858.58	L10	S 27°29'00" E	85.20
C11	8°09'09"	3100.00	483.20	248.13	N 72°14'43" E	484.68	L11	S 27°29'00" E	103.62
C12	5°54'44"	4000.00	412.28	206.14	S 17°31'54" W	412.58			

F.I.P. = FOUND IRON PIN

PLAN BEYOND FROM PAGE 4083



THE BOUNDARY SURVEY SHOWN HEREON IS BASED ON A CURRENT FIELD SURVEY THIS SURVEY WAS PERFORMED WITHOUT A TITLE REPORT AND MAY NOT INDICATE ALL ENCUMBRANCES UPON THE PROPERTY

RECORDED EASEMENTS ARE NOT SHOWN

NO GRAVES OR PLACES OF BURIAL WERE NOTED DURING THIS SURVEY

THESE LOTS ARE WITHIN AN URBAN SERVICE OVERLAY ZONING DISTRICT THE REQUIREMENTS OF ARTICLE 1 "URBAN SERVICE OVERLAY (USO) DISTRICTS" OF CHAPTER 25 "ZONING" HAVE BEEN MET

THIS PROPERTY IS ZONED PLANNED COMMERCE.

A 5' UTILITY EASEMENT IS RESERVED ALONG BOTH SIDES OF ALL INTERIOR LOT LINES AND INSIDE OF ALL EXTERIOR LOT LINES AND RIGHT-OF-WAY LINES

ALL CORNERS ARE SET IRON PINS UNLESS OTHERWISE NOTED

LOT 13 WILL NOT HAVE ACCESS TO MILL PLACE PARKWAY

RIGHT-OF-WAY TO BE DEDICATED FOR CENTERVIEW DRIVE CONTAINS 1.488 ACRES.

BY RESTRICTIVE COVENANT AN OBLIGATION SHALL BE IMPOSED ON THE OWNERS OF LOT 13 WHICH SHALL BE A COVENANT RUNNING WITH THE LAND, TO KEEP DEBRIS REMOVED FROM THE DRAINAGE EASEMENTS ON LOT 13 AND TO KEEP PLANT GROWTH WITHIN THE DRAINAGE EASEMENTS WORKED SO THAT IT NEVER EXCEEDS FIFTEEN (15) INCHES IN HEIGHT SAID OBLIGATION BY ITS TERMS SHALL RUN TO THE BENEFIT OF THE COUNTY OF AUGUSTA AND SHALL PERTAIN TO THE COUNTY IN THE EVENT OF FAILURE OF THE OWNER OF SAID PROPERTY TO COMPLY, TO ENTER SAID PROPERTY AND REMOVE THE DEBRIS AND MOW THE PLANT GROWTH IN SUCH EVENT THE COST OR EXPENSES THEREOF PLUS A \$100 ADMINISTRATIVE FEE SHALL BE CHARGEABLE TO AND PAID BY THE OWNER OF SAID PROPERTY AND MAY BE COLLECTED BY THE COUNTY AS TAXES AND LEVIES ARE COLLECTED

WHenever the Board of Supervisors shall determine that any pipes, cables, poles, equipment, or other facilities installed by or for any utility after the recordation of this plat in any street right-of-way or stormwater management easement shown on this plat must be relocated or removed, the owner or operator of such facilities shall relocate or remove the same at its expense in accordance with the order of the Board

ALL LOTS SHOWN HEREON ARE IN COMPLIANCE WITH THE PROVISIONS OF CHAPTER 15 APPLICABLE TO FRONTAGE, WIDTH AND AREA.

OWNER/DEVELOPER  
COUNTY OF AUGUSTA  
O.B. 1270-P 559  
O.B. 924-P 213  
I.N. 000004806

**OWNER'S CONSENT AND DEDICATION**  
THE PLATING OR DEDICATION OF THE FOLLOWING DESCRIBED LAND "SUBDIVISION PLAT OF MILL PLACE COMMERCE PARK, SECTION 6" IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS, PROPRIETORS, AND TRUSTEES, IF ANY

OWNER: TIMOTHY K. FITZGERALD, COUNTY ADMINISTRATOR

NOTARY ACKNOWLEDGMENT

STATE/COMMONWEALTH OF \_\_\_\_\_

CITY/COUNTY OF \_\_\_\_\_

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BY TIMOTHY K. FITZGERALD, COUNTY ADMINISTRATOR

MY COMMISSION EXPIRES THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC

SUBDIVISION AGENT

**SUBDIVISION PLAT OF  
MILL PLACE COMMERCE PARK, SECTION 6**

BEVERLY MANOR DIST AUGUSTA CO, VA  
SCALE 1" = 100' NOVEMBER 8, 2016

REVISED: NOVEMBER 29, 2016

EGS & ASSOCIATES, INC  
15 TERRY ST., STAUNTON, VA



DOMINION EASEMENT

Plat will be reviewed at meeting.





**OFFICE OF ECONOMIC DEVELOPMENT**  
County of Augusta, Virginia  
18 Government Center Lane, P. O. Box 590  
Verona, Virginia 24482-0590  
(540) 245-5619

**AMANDA N. GLOVER**  
DIRECTOR OF ECONOMIC DEVELOPMENT

**TO:** The Chairman and Members of the Board of Supervisors

**FROM:** Amanda N. Glover, Economic Development Director *AWG*

**CC:** Tim Fitzgerald, Augusta County Administrator

**DATE:** December 14, 2016

**RE:** Business Ready Sites Program Performance Agreement

The Virginia Economic Development Partnership (VEDP) established the Business Ready Sites Program in an effort to identify and assess the readiness of potential industrial or commercial sites in the Commonwealth of Virginia for marketing and development purposes, thereby enhancing the Commonwealth's infrastructure and promoting the Commonwealth's competitive business environment.

The initial step for participation under the program is to obtain site characterization for a potential site. A licensed civil engineer or equivalent must provide the site characterization by assessing the site to quantify the level of existing development as well as the additional development required to bring the site to a level that will enable the site to be marketed for industrial or commercial economic development purposes; and by designating one of the Site Characterization Tier Levels set forth in the guidelines.

VEDP established a grant program to assist with the costs of site characterization. To be eligible for the program, among other attributes, the site must be at least 250 acres with a minimum of 100 contiguous, developable acres, zoned industrial or commercial, and owned by a locality or under control through an agreement with a private property owner.

On September 1, 2016, the Department of Economic Development applied for a Business Ready Sites Program site characterization grant from the VEDP to offset the total cost of a site characterization for the Blue Mountain property in Weyers Cave. We were notified of the grant award on October 31, 2016. The total cost of the site characterization is \$10,000 and the grant will provide the County with \$5,000. In order to receive the grant, the County must enter into a performance agreement with VEDP (attached).

The economic development committee has discussed the opportunity and concurs with the staff recommendation to proceed with this site characterization for the Blue Mountain property. With the characterization in hand, we are best prepared for future infrastructure funding opportunities that may present themselves through the Business Ready Sites Program, GO Virginia, or other programs.

Consider: Authorizing the county administrator to execute and deliver the Business Ready Sites Program Performance Agreement with VEDP for the benefit of the Blue Mountain site.

Consider: Authorizing the economic development director to execute the proposal provided by the Timmons Group to conduct the site characterization analysis for the Blue Mountain property.

Funding Source: Economic Development Account #81050-3600 (economic development operation budget)



## **Amanda Glover**

---

**From:** Randall, Meredith <MRandall@YesVirginia.org>  
**Sent:** Tuesday, November 01, 2016 2:16 PM  
**To:** Amanda Glover  
**Subject:** VBRSP Site Characterization Award Notification

October 31, 2016

Amanda Glover  
Economic Development Director  
Augusta County  
PO Box 590  
Verona, VA 24482

Dear Amanda:

Thank you for participating in the Virginia Business Ready Site Program Site Characterization. I am pleased to inform you that your grant application has been approved.

Shortly, you will be receiving a performance agreement from Ms. Kara Hart, our VEDP Assistant General Counsel. Please review the documentation and return the performance agreement to Kara. After execution and delivery of the performance agreement to VEDP, VEDP will send a check representing the proceeds of the grant.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Jay

Jay A. Langston, Ph.D.  
Competitive Initiatives

c: John Loftus, Kara Hart

**VIRGINIA BUSINESS READY SITES PROGRAM**

**SITE CHARACTERIZATION GRANT**

**PERFORMANCE AGREEMENT**

This **PERFORMANCE AGREEMENT** made and entered this 14th day of December, 2016, by and between the **VIRGINIA ECONOMIC DEVELOPMENT PARTNERSHIP AUTHORITY** (“VEDP”), a political subdivision of the Commonwealth of Virginia (the “Commonwealth”) and the **COUNTY OF AUGUSTA, VIRGINIA** (the “Grantee”), a political subdivision of the Commonwealth.

**WITNESSETH:**

WHEREAS, the Virginia Business Ready Sites Program (“VBRSP”) was established pursuant to § 2.2-2238 C. of the Code of Virginia of 1950, as amended, to identify and assess the readiness of potential industrial or commercial sites in the Commonwealth for marketing for economic development purposes;

WHEREAS, the initial step under the VBRSP for a potential industrial or commercial site is (i) an assessment to quantify the level of existing development at the site and the additional development required to bring the site to a level that will enable such site to be marketed for economic development purposes, and (ii) a designation of a tier level of readiness to the site (“Site Characterization”);

WHEREAS, the Grantee has submitted an application for a grant to assist with the costs associated with Site Characterization at property known as “Blue Mountain Properties,” located near the Shenandoah Valley Regional Airport in Weyers Cave, Virginia (the “Site”) and has been awarded a grant in the amount of \$5,000 (the “Site Characterization Grant”);

WHEREAS, VEDP and the Grantee desire to set forth their understanding and agreement as to the payout of the Site Characterization Grant, the use of the Site Characterization Grant proceeds, the obligations of the Grantee, and the repayment by the Grantee of all or part of the Grant under certain circumstances; and

WHEREAS, Site Characterization constitutes a valid public purpose for the expenditure of public funds and is the animating purpose for the Site Characterization Grant:

NOW, THEREFORE, in consideration of the foregoing, the mutual benefits, promises and undertakings of the parties to this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows.

**Section 1. Disbursement of Grant; Use of Proceeds; Responsibility for Costs**

(a) *Disbursement:* The Site Characterization Grant will be paid to the Grantee promptly after the execution and delivery of this Agreement.

(b) *Use of Proceeds:* The Grantee will use the Site Characterization Grant proceeds to pay or reimburse itself for costs associated with Site Characterization at the Site. The proceeds of the Site Characterization Grant must be expended within 30 days of the expected completion date set forth in Section 2(a) below.

(c) *Responsibility for Costs:* The Grantee is responsible for one-to-one cash match of the amount of the Site Characterization Grant (“Local Match”). This Local Match may be made from public and/or private sources. The Grantee is responsible for any remaining costs of the Site Characterization.

**Section 2. Performance; Reporting**

(a) *Performance:* The Grantee is expected to cause the completion of Site Characterization at the Site on or before February 1, 2017 (the “Completion Date”). If VEDP, in consultation with the VBRSP Review Committee, deems that good faith and reasonable efforts have been made by the Grantee to have Site Characterization completed, the Completion Date may be extended by up to 60 days. If it is determined that the Grantee is unable or unwilling to cause Site Characterization to be completed by the Completion Date, then the entire Site Characterization Grant must be repaid to VEDP in accordance with Section 3(d).

(b) *Reporting:* Within 30 days of the completion of Site Characterization, but no later than March 1, 2017, the Grantee must submit to VEDP a report summarizing the results of Site Characterization, indicating that the Site Characterization Grant proceeds have been expended and demonstrating that the balance of the costs associated with Site Characterization at the Site, including the Local Match, has been paid (the “Grant Report”).

**Section 3. Reduction of Grant Amount; Repayment Obligation.**

(a) *If Costs are Less than Anticipated:* If the Grant Report indicates that the costs of Site Characterization were less than anticipated, such that the amount of the Site Characterization Grant proceeds exceeds the Local Match made by the Grantee or that the Grantee will not need all of the Site Characterization Grant proceeds disbursed to the Grantee, the Grantee shall repay to VEDP an amount equal to the excess amount or the amount of the proceeds no longer required.

(b) *If Grant Proceeds are Misspent:* If the Site Characterization Report indicates, or any evidence gathered by VEDP reveals, that any Site Characterization Grant proceeds have been expended on anything other than the costs associated with Site Characterization at the Site, the Grantee shall repay to VEDP the amount of the proceeds so misspent.

(c) *Failure to Complete by Completion Date:* As noted in Section 2(a), if it is determined that the Grantee is unable or unwilling to cause Site Characterization to be completed by the Completion Date, the Grantee shall repay to VEDP the entire Site Characterization Grant.

(d) *Repayment Date; Cure Period:* VEDP will provide written notification to the Grantee if any repayment is due from the Grantee to VEDP under this Agreement. Within 60 days of receiving such notification, the Grantee will make the repayment to VEDP.

**Section 4. Notices.**

Formal notices and communications among the Parties shall be given either by (i) personal service, (ii) delivery by a reputable document delivery service that provides a receipt showing date and time of delivery, (iii) mailing utilizing a certified or first class mail postage prepaid service of the United States Postal Service that provides a receipt showing date and time of delivery or (iv) delivery by facsimile or electronic mail (email) with transmittal confirmation and confirmation of delivery, addressed as noted below. Notices and communications personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notices and communications mailed shall be deemed effective on the second business day following deposit in the United States mail. Notices and communications delivered by facsimile or email shall be deemed effective the next business day, not less than 24 hours, following the date of transmittal and confirmation of delivery to the intended recipient. Such written notices and communications shall be addressed to:

if to the Grantee, to:

Amanda Glover  
Director of Economic Development  
County of Augusta  
P. O. Box 590  
18 Government Center Lane  
Verona, VA 24482  
Email: aglover@co.augusta.va.us

if to VEDP, to:

Virginia Economic Development Partnership  
901 East Cary Street, Suite 900  
Post Office Box 798 (zip: 23218-0798)  
Richmond, Virginia 23219  
Facsimile: 804.545.5611  
Email: dgundersen@yesvirginia.org  
Attention: Interim President & CEO and COO

with a copy to:

Virginia Economic Development Partnership  
901 East Cary Street, Suite 900  
Post Office Box 798 (zip: 23218-0798)  
Richmond, Virginia 23219  
Facsimile: 804.545.5617  
Email: smcninch@yesvirginia.org  
Attention: General Counsel

**Section 5. Miscellaneous.**

(a) *Entire Agreement; Amendments:* This Agreement constitutes the entire agreement between the parties hereto as to the Site Characterization Grant, and may not be amended or modified, except in writing, signed by each of the parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The

Grantee may not assign its rights and obligations under this Agreement without the prior written consent of VEDP.

(b) *Governing Law; Venue:* This Agreement is made, and is intended to be performed, in the Commonwealth and shall be construed and enforced by the laws of the Commonwealth. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Circuit Court of the City of Richmond, and such litigation shall be brought only in such court. In the event this Agreement is subject to litigation, each party shall be responsible for its own attorney's fees.

(c) *Counterparts:* This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall be one and the same instrument.

(d) *Severability:* If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

**VIRGINIA ECONOMIC  
DEVELOPMENT PARTNERSHIP  
AUTHORITY**

By \_\_\_\_\_  
Name: Daniel C. Gundersen  
Title: Interim President & CEO and COO  
Date: \_\_\_\_\_, 2016

**COUNTY OF AUGUSTA, VIRGINIA**

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: December 14, 2016



August 28, 2016

Ms. Amanda Glover  
 Director of Economic Development  
 Augusta County  
 P.O. Box 590 | 18 Government Center Lane  
 Verona, VA 24482-0590

**Re: Proposal for Site Characterization Study for the Blue Mountain Properties  
 Augusta County, VA**

Dear Ms. Glover:

Thank you for the opportunity to work on the Site Characterization of the Blue Mountain Properties located in Augusta County.

In accordance with your request, we are pleased to submit the following proposal for your consideration:

**Project Background**

The Commonwealth of Virginia is in the process of implementing a Business Ready Sites Program, of which they will assess and characterize sites based upon the TG Tier System<sup>®</sup> for site readiness.



In accordance with the VBRSP grant application, a site must be at least 250 acres with a minimum of 100 contiguous, developable acres.

**Scope of Services:**

Timmons Group will provide the following scope of services:

1. Review and evaluate existing available information on the site
2. Perform a site visit to verify conformance with information provided and existing conditions

*Copyright © 2016 Timmons Group – This proposal shall be considered Confidential & Proprietary until such time as a contract has been executed with the Client.*

**Site Characterization Study – VBRSP**  
**August 28, 2016**

3. Note any potential issues with the information or the site
4. Determine the appropriate Tier level for the Site Characterization letter
5. Perform a gap analysis identifying any shortcomings with the site
6. Identify a road map for development of the site and necessary steps to advance the site to the next Tier level and if appropriate, provide budget estimates for next steps as appropriate.
7. Perform a schematic level build-out analysis identifying the maximum size facility and density of the site on a SF per Acre basis
8. If the site meets a minimum Tier 4 or higher level, issue an official certification letter for the site at the appropriate Tier level (Tier 4 or 5)

**Owner Responsibilities**

1. Provide readily available due diligence, environmental and engineering studies for the site
2. Fill out Site Characterization and Analysis questionnaire (to be provided after execution of proposal)
3. Provide any additional information as requested in a timely manner

**Deliverables**

Timmons Group will provide the following deliverables:

1. A letter identifying the appropriate Tier Level
2. Letter report / matrices identifying any due diligence items lacking and appropriate next steps to advance to the next Tier level.
3. Build-out Analysis

**Project Schedule**

We are prepared to begin work immediately upon notice to proceed and will complete the above referenced work within approximately 60-75 days from notice to proceed.

**Proposed Fee Schedule:**

Timmons Group will perform this work under a lump-sum fixed-fee arrangement for \$10,000.

Thanks again for the opportunity to submit this proposal for your consideration. Should you have any questions or need any additional information, please don't hesitate to contact me at your earliest convenience.

Sincerely,



Joseph C. Hines, PE, MBA  
Principal

Attachment: Exhibit A – Standard Terms and Conditions



**Site Characterization Study – VBRSP  
August 28, 2016**

Accepted by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

## **EXHIBIT A - STANDARD TERMS AND CONDITIONS**

- 1. SCOPE OF SERVICES:** The Scope of Services performed under this Agreement shall be as described above in the Letter of Agreement from TIMMONS GROUP to which these Terms and Conditions are attached. Separate Change Orders signed by authorized representatives of TIMMONS GROUP and the Client may, from time to time, describe additional or different services to be performed under this Agreement, such Change Orders are incorporated by reference herein. These Terms and Conditions shall apply to the Change Orders except to the extent expressly modified by such Change Order. TIMMONS GROUP services with regard to the specific properties covered by this Agreement and subsequent Change Orders, if any, shall hereinafter be referred to as the "Project" or "Projects."
- 2. DEFINED TERMS:** Capitalized terms used in this Exhibit A but not defined shall share the meanings ascribed in the Letter of Agreement.
- 3. STANDARD OF CARE:** In providing services under this Agreement, TIMMONS GROUP will endeavor to perform in a manner consistent with the degree of skill and care ordinarily exercised by members of the same profession currently practicing under similar circumstances. It is not the intention of TIMMONS GROUP to provide or offer to provide services inconsistent with or contrary to such practices, nor to make any warranty or guaranty, expressed or implied, nor to have any agreement or contract for services subject to provisions of any section of any Uniform Commercial Code. Moreover, it is not the intention of TIMMONS GROUP to accept any terms and conditions offered by the Client in its purchase order, requisition, or notice of authorization to proceed except as set forth herein or as expressly accepted in writing. Written acknowledgement or receipt of the actual performance of services subsequent to receipt of any such purchase order, requisition or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.
- 4. CODE COMPLIANCE:** TIMMONS GROUP shall exercise usual and customary professional care in its efforts to comply with all applicable codes, laws, regulations and the policies of regulatory agencies in effect as of the date of the Agreement. Design changes made necessary by newly enacted codes, laws, regulations and the policies of regulatory agencies after the date of this Agreement shall be treated as an additional service subject to an executed Change Order and TIMMONS GROUP shall be entitled to appropriate additional compensation. The Client understands that different officials charged with the enforcement of such codes, laws, regulations and policies of regulatory agencies may have different or inconsistent interpretations of the requirements of such codes, laws, regulations and policies of regulatory agencies, and that TIMMONS GROUP shall not be liable for any damages arising from conflicting interpretations by different officials. In the event of a conflict between the codes, laws, regulations or policies of regulatory agencies which apply to the Project, TIMMONS GROUP shall notify the Client of the nature and impact of such conflict, and the Client agrees to cooperate and work with TIMMONS GROUP in an effort to resolve the conflict.
- 5. ELECTRONIC FILES:** Because of the possibility that information and data delivered in an electric file format may be altered, whether inadvertently or otherwise, TIMMONS GROUP reserves the right to retain the original tapes, disks and other forms of electronic data, and to remove from copies provided to the Client all identification reflecting the involvement of TIMMONS GROUP in their preparation. TIMMONS GROUP also reserves the right to retain hard copy originals of all Project documentation which is delivered to the Client in electronic file format, which originals shall govern in the event of any inconsistency between the two. It is also understood that the automated conversion of information and data from the system and

format used by TIMMONS GROUP to an alternate system or format may not be able to be accomplished without the introduction of inaccuracies, errors and anomalies. In the event any Project documentation provided to the Client in electronic file format is so converted by the Client, or someone acting on the Client's behalf, Client agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold TIMMONS GROUP harmless and indemnify it from and against any claims, liabilities, damages, losses and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

6. **GOVERNING LAW:** This Agreement shall be governed according to the laws of the Commonwealth of Virginia.
7. **THIRD PARTY RIGHTS:** This Agreement shall not create any rights or benefits to parties other than the Client and TIMMONS GROUP.
8. **ASSIGNMENT:** This Agreement may not be assigned without the prior written consent of the Client and TIMMONS GROUP, such consent not to be unreasonably withheld.
9. **PROJECT SITE SAFETY:** TIMMONS GROUP's Project site responsibilities are limited solely to the activities of TIMMONS GROUP and TIMMONS GROUP's employees on the Project site. These responsibilities shall not be inferred by any party to mean that TIMMONS GROUP has responsibility for Project site safety. The Client and TIMMONS GROUP agree that Project site safety is the sole and exclusive responsibility of the Project's owners or contractor(s). The parties likewise agree that the Project contractor(s) is solely responsible for Project means, methods, techniques, sequences of operation and procedures, and that TIMMONS GROUP shall have no obligations relating to these contractor(s) duties.
10. **LIMITATION OF LIABILITY:** To the fullest extent permitted by law, except as expressly stated in this Agreement, Timmons Group makes no representations or warranties, express or implied. Notwithstanding any other provision of this Agreement, the maximum liability, in the aggregate, to the Client and anyone claiming by or through the Client, of TIMMONS GROUP and its officers, directors, shareholders, partners, employees, agents and subconsultants, and any of them, for any and all claims, losses, or damages, including attorney's fees, in any way related to or arising from the Project or this Agreement, shall not exceed the total compensation received over the past six calendar months by TIMMONS GROUP under this Agreement, or \$50,000, whichever is greater.
11. **INDEMNIFICATION:** TIMMONS GROUP agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees, against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused solely and directly by the negligent performance of professional services by TIMMONS GROUP or its agents under this Agreement. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless TIMMONS GROUP, its officers, directors, employees and agents, against all damages, costs and liabilities, including reasonable attorney's fees, caused solely by the Client's negligent acts in connection with the Project or that of its Contractor(s), subcontractors or consultants or anyone for whom the Client is legally liable. Neither TIMMONS GROUP nor the Client shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

**COUNTY OF AUGUSTA, VA.**

**BOARD OF SUPERVISORS**

**MARSHALL W. PATTIE**  
North River

**TRACY C. PYLES, JR.**  
Pastures

**MICHAEL L. SHULL**  
Riverheads

**GERALD W. GARBER**  
Middle River

**WENDELL L. COLEMAN**  
Wayns

**TERRY L. KELLEY, JR.**  
Beverly Manor


**CAROLYN S. BRAGG**  
South River



**JAMES BENKAHLA - COUNTY ATTORNEY**  
AUGUSTA COUNTY GOVERNMENT CENTER  
P.O. BOX 590, VERONA, VA 24482-0590  
(540) 245-5017 FAX (540) 245-5096  
[jbenkahl@co.augusta.va.us](mailto:jbenkahl@co.augusta.va.us)

**PRIVILEGED AND CONFIDENTIAL ATTORNEY CLIENT COMMUNICATION**

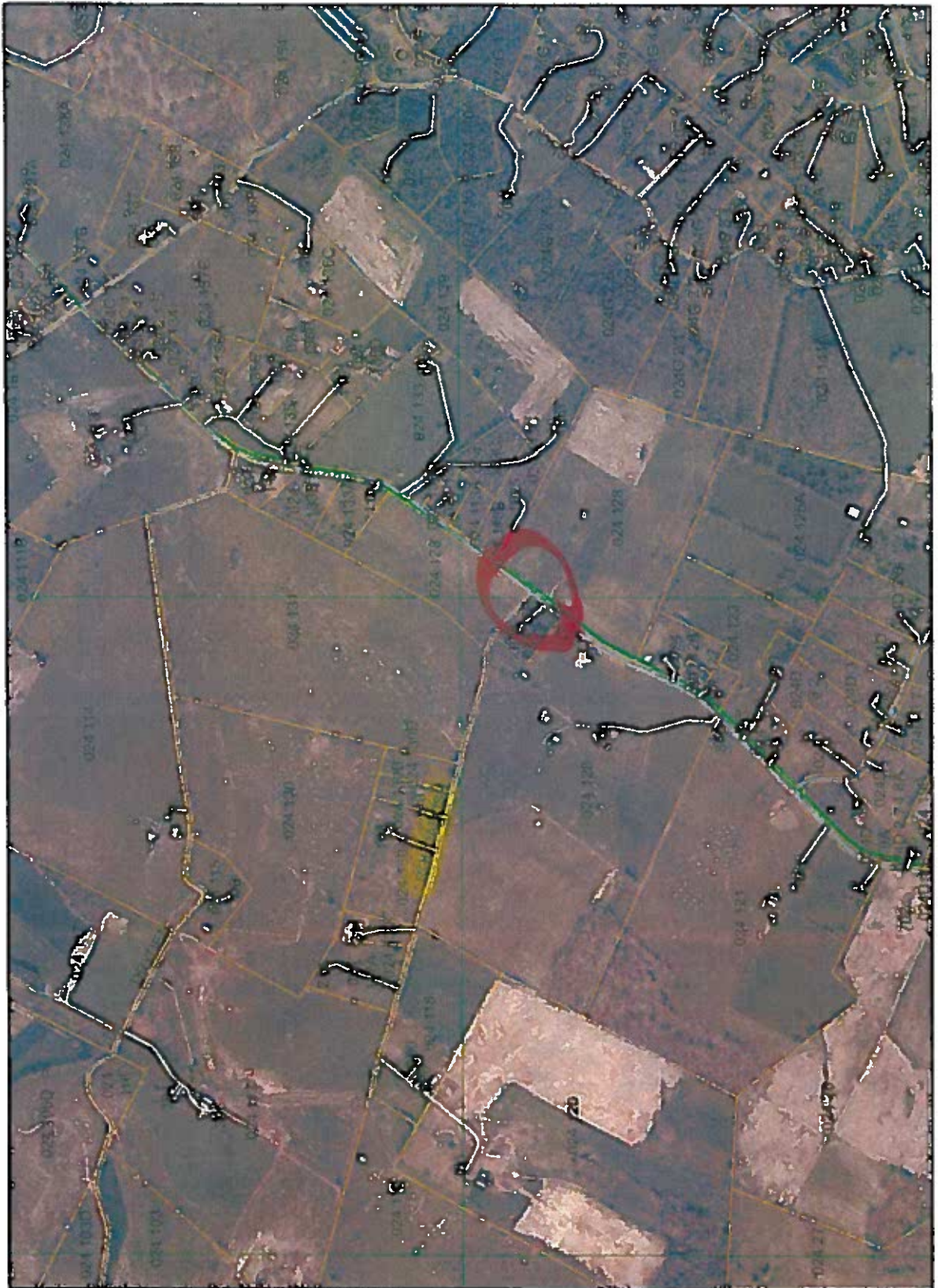
**MEMORANDUM**

To: Amanda Glover  
From: James R. Benkahl, County Attorney   
Date: December 6, 2016  
Re: Virginia Business Ready Sites Program Performance Agreement

I have reviewed the above Agreement. I have no comment other than the following:

The Agreement provides a grant of \$5,000.00 which the County must match, for a qualified project. The Project must be completed by February 1, 2017. There is a provision for a 60-day extension. There are other conditions associated with the grant that should be carefully reviewed.

Please let me know if you have any further questions for concerns. Thanks.





**Current VACO Committees:**

<b>Michael Shull</b>	<b>Environmental &amp; Agriculture</b>
<b>Tracy Pyles, Jr.</b>	<b>Education</b>
<b>Carolyn Bragg</b>	<b>Finance</b>
<b>Marshall Pattie</b>	<b>Administration of Government</b>
<b>Terry Kelley</b>	<b>Health &amp; Human Services</b>
<b>Gerald Garber</b>	<b>Transportation</b>
<b>Wendell Coleman</b>	<b>Economic Development &amp; Planning</b>





Regular Meeting, Wednesday, November 9, 2016, 7:00 p.m. Government Center, Verona, VA.

PRESENT: Carolyn S. Bragg, Chairman  
Tracy C. Pyles, Jr., Vice-Chairman  
Gerald W. Garber  
Marshall W. Pattie  
Terry Lee Kelley, Jr.  
Wendell L. Coleman  
Michael L. Shull  
John Wilkinson, Director of Community Development  
Becky Earhart, Senior Planner  
Timmy Fitzgerald, County Administrator  
Jennifer M. Whetzel, Deputy County Administrator  
James Benkahla, Interim County Attorney  
Angle Michael, Executive Secretary

VIRGINIA: At a regular meeting of the Augusta County Board of Supervisors held on Wednesday, November 9, 2016, at 7:00 p.m., at the Government Center, Verona, Virginia, and in the 241<sup>th</sup> year of the Commonwealth....

.....

Chairman Bragg welcomed the citizens present.

.....

The Board of Supervisors led us with the Pledge of Allegiance.

.....

Tracy Pyles, Supervisor for the Pastures District, delivered the invocation.

.....

Timothy Fitzgerald, County Administrator, stated that this was Becky Earhart's last Board of Supervisors meeting and recognized her for her years of service and dedication. Mr. Fitzgerald pointed out some interesting facts about Ms. Earhart and her journey with the County and he congratulated her on her retirement.

Mr. Pyles congratulated Ms. Earhart. He stated that she never lost her temper and deals with people and situations with a lot of patience. She has been able to answer their questions and guide them in the right direction.

Mr. Coleman echoed what has already been stated. Ms. Earhart has been the one he would call first if he had a question. Mr. Coleman recalled the Fishersville Small Area Plan. This was the first one done in County. He wishes her nothing but good luck in her retirement.

Mr. Garber stated that he admires the new Becky that he has seen over the last couple of months.

Mr. Shull has been able to observe Ms. Earhart and her work over the last several years even before he was on the Board. She has been a joy to work with. Ms. Earhart is a great asset to the County.

.....

**BERRY FARM PROPERTY**

This being the day and time advertised to consider the transfer of land (12.964 acres) at the Berry Farm Property to the Augusta County Service Authority.



November 9, 2016, at 7:00 p.m.

DMV ANIMAL FRIENDLY LICENSE PLATES (CONT'D)

Vote was as follows: Yeas: Shull, Coleman, Kelley, Bragg, Garber and Pyles, Pattie  
Nays: None

Motion carried.

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HEARTHSTONE LAKE

The Board considered amendment #2 to the Hearthstone Lake Reimbursable Agreement.

Jennifer Whetzel, Deputy County Administrator, stated that she wanted to give a quick update to the Board on their next Dam Rehabilitation Project. This will be the 6<sup>th</sup> dam that the County has rebuilt through the process. The Board was given a memo in the agenda packet that described the different agreements that are in place in order to actually get to the point of doing construction. The Board approved an agreement in May 2015 that showed either a 10% match of about \$261,000 or more if the State didn't fund anything. The State has funded \$633,000 of this project so they are picking up their share. Going forward, there is nothing in the Legislative package for dams. The goal for the next meeting is to have procurement come forward to discuss local administration of the project like was done with Todd Lake. NRCS has staffing issues and if we want to proceed with the project, it would be beneficial for us to locally administer the projects. Community Development is working on the information for the next Staff Briefing. The amendment being considered is where NRCS details how much they expect to spend on the project. The performance period would be 12/31/17 and there is no change to the local match for this agreement. This is more so an update and the Board's authorization would be for the County Administrator to execute the amendment.

Dr. Pattie moved, seconded by Mr. Pyles, that the Board approve amendment #2 to the Hearthstone Lake Reimbursable Agreement.

Vote was as follows: Yeas: Shull, Coleman, Kelley, Bragg, Garber, Pyles, and Pattie  
Nays: None

Motion carried.

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WAIVERS -NONE

.....

CONSENT AGENDA

Mr. Pyles moved, seconded by Mr. Shull, that the Board approve the consent agenda as follows:

MINUTES

- Consider minutes of the following meetings:
- Regular Meeting, Wednesday, September 14, 2016
  - Staff Briefing, Monday, September 26, 2016
  - Regular Meeting, Wednesday, September 28, 2016

November 9, 2016, at 7:00 p.m.

CONSENT AGENDA (CONT'D)

CLAIMS

Considered claims paid since October 1, 2016

Vote was as follows: Yeas: Pattie, Shull, Garber, Coleman, Kelley, Bragg and Pyles

Nays: None

Motion carried.

.....

(END OF CONSENT AGENDA)

MATTERS TO BE PRESENTED BY THE BOARD-COURTHOUSE DISCUSSION

Chairman Bragg:

Thanked everyone for all of the work, time and effort to educate our public on the Courthouse. Everyone has done a phenomenal job and it is appreciated. As everyone knows, it didn't pass and we are all disappointed, but at this point we need to start talking about our next steps. There are several things that can be considered. We need to talk to James Benkahla, Interim County Attorney, and discuss the question of being able to move across the street and if that's a possibility should we want to go that direction. Chairman Bragg wants the Board to share any suggestions or comments about moving forward.

Mr. Shull:

Thanked the public for their input. There are several things that need to be looked at moving forward. One to consider is the Judge. How long will he take and will he give us time to consider our options? There are deficiencies that are in both of the Court buildings. How do we move forward and address these deficiencies. We need to look at renovations and building new buildings and determine what our best option is. The option of Staunton working with us is still open. It is unknown if they are willing to do anything, but the door is open if they choose to. Mr. Shull hopes the Judge will give the Board time work on a solution that will work for the Court's needs. No one on this Board wanted to move the Courthouse just to spend money. Every option that was available was looked at and the Board felt that the move to Verona was the best option for the taxpayers. Mr. Shull hopes that people were not misled in this decision. It is going to cost money to do whatever needs to be done. It's more than just a couple of gallons of paint and sheet rock to fix what is wrong with the buildings. It's going to be a lot of money. Mr. Shull hopes the public does not come back and criticize the Board if the price get too high. We tried to inform the public of what needed to be done. Hopefully with projects going forward, we can come up with a better way of communicating with the public. Sometimes it seems like the news media is biased. A lot of the articles were biased toward Staunton and we didn't get a fair chance in trying to get all of the information out that needed to be available. It would be nice if the media would report what was actually in the meetings and let the people decide. True journalism is reporting the facts on both sides rather than trying to persuade to one side.

Mr. Garber:

Stated that he would wait to see how the Judge feels. We need to know legally what our

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November 9, 2016, at 7:00 p.m.

**MATTERS TO BE PRESENTED BY THE BOARD-COURTHOUSE DISCUSSION**

situation is before we think too much on proceeding. We need to know where and what we can do before we can move forward.

**Mr. Kelley:**

Thanked the Staff for being helpful in getting the information out to the public as much as possible. Their hard work is appreciated. The best option is to wait on the Judge and what he has to say.

**Dr. Pattie:**

The next logical step would be to do an analysis of the General District Court building. Mr. Coffield, in a closed session, had mentioned that the building was functionally in good shape, but needed some improvements and he listed some of the changes that he would recommend.

**Mr. Coleman:**

At this point I go along with the notion of, before we spend any more time getting ourselves out there and speculating about what might be possible and what's not possible we need to get some guidance. I've certainly, even before the vote yesterday, had conversations with various people regarding that. My point is, that at some point there has got to be a defensible answer going forward, giving the fact that we have to do something in Staunton and what is the process by which we go about doing that? If we can do whatever it is we can do as a Board, as Terry and Gerald have mentioned, I'd like to have hoped that if there were other viable options they would have surfaced and would have had some money attached to them. As opposed to the Frazier Plan in terms of consolidating the courts with Staunton and the Moseley Plan. I've talked to my friends that are on the opposition group, where have they been? We have been talking about courts for 30+ years, across 9 different BOS. If there were "Common Sense Solutions" what needs to be done to the General District and J & D Court, we don't know because we were advised not to go there. The Common Sense Solutions group doesn't know because they didn't have the resources and again, why would you throw good money looking to renovate something that the people who are in the business advised not to do (architect engineering firms). That's what they do. That's what we pay them to do. That's what Staunton paid them to do. That's what we paid Moseley to do. One of the things that I personally feel and have no reservations about is the stuff that we have put out there are the facts. I understand my friend over here has a different group of facts and he has challenged us on that and he's entitled to that. In terms of disagreeing with some of the things that I told at the last Town Hall meeting. I said these are not our numbers. I don't know why people think we just went back in a room somewhere and drew these numbers up. Population growth, I understand everybody has an opinion, but that's about what it amounts to, it's an opinion about how our population will grow. These numbers come from the Weldon Cooper Center Public Policy, you want to challenge that, contact the University of Virginia. It's just like what size building do we need. It's no different than what size school we need. More times than not, I'd like to hope we got it right. Sometimes we didn't get it right. We just built a brand new middle school and it was over capacity the day it was opened. In that case we didn't get it exactly right, but what we did get right, we built the infrastructure so the plan could be added on. We crunched those numbers again. Are you asleep at the wheel? That's what I want to say to people, are you asleep at the wheel? We had Moseley crunch the numbers again based on 2015 and that's the best numbers we've gotten and they came from Virginia Supreme Court. Come on, give us a break. We don't want to build anything, whether in Staunton or wherever, any bigger than we have to, pay any more money than we have to. This Board, through its history, has been good stewards of the taxpayer's money. I told citizens in a Town Hall meeting, most of you sitting out there don't have a clue what it takes to run this Government. We just talked about rehabilitating a dam, most people don't know we have flood control dams in Augusta County. Close a landfill, open a landfill and people to say, we need to be paying teacher more, you need more technology in the schools, you need to build more schools, where have you been?

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November 9, 2016, at 7:00 p.m.

**MATTERS TO BE PRESENTED BY THE BOARD-COURTHOUSE DISCUSSION**

Have you been asleep? We put technology in schools, we're building schools (2 new elementary schools). So, you can only sit up here so long and just take this stuff. Of course we are limited as to what we can do. I told the people, we had a \$100 million budget and we had absolutely no body that had a thing to say about it. Then we spend \$13,000 and somebody wants to go over the deep end with that. That we did that without having a public meeting, public meeting my backside. We just had a public meeting on a \$100 million budget and you think every time we get around to spending something in \$100 million budget we are going to bring it back to another public meeting, we would never get anything done. We, at some point, have to stand up and be counted because otherwise you don't know what to believe. What you read in the paper, what you hear on the television, what somebody may or may not be saying. Our voters have spoken. My son just came to visit his dad from NIBCO. Do you know what was on the streets of NIBCO? They don't know what they voted on. Our hands were tied by the Dillon Rule. One of the things we need to do going forward is work on changing that because the State told us what this ballot looks like. The employees at NIBCO were talking about it and said that wasn't even a decision. You want to approve moving the County to seat to Verona and oh by the way, we are going to spend \$45 million. They don't want to spend \$45 million, they would just assume leave it in Staunton. Leave it the way it is. I told him, it's not going to stay the way it is. What is it that you don't understand about that? The average voter did not come to a town hall meeting. We have worked hard trying to educate them so that when they went to vote yesterday they could make an informed decision. I can tell you, I stood there and saw people come through that had educated themselves, but most had not. They read you want to move the County seat to Verona, and by the way we are going to spend \$45 million to do it, but we didn't tell them what a no vote means. I think they are going to wake up some day and it's going to be a rude awakening. I believe in my heart. In terms of what it's going to cost for us to do whatever it is we end up doing in the City of Staunton.

Mr. Pyles:

One of the things that is learned in the Military is chain of command and the general spoke yesterday and said they didn't want to spend \$45 million. Whether it was a bad job on getting the word out or whether we were limited or whether it was an unfair fight, it doesn't matter, the people spoke and I heard. However, nothing got fixed yesterday. Nothing got improved and we said there was a real reason to spend this money, the security, space and access wasn't right. The courtrooms weren't the size they needed to be. The separation of prisoner's from witnesses and witnesses of different sides wasn't right. These facts remain. The thinking cap goes back on to try and figure out how we make it work. Mr. Pyles stated that he doesn't disagree with those that say wait to hear from the Judge, but the courthouse has been pondered long enough and in many ways it's been because of the Board trying to please too many people. Hearing too many opinions that has thrown the Board off. It has been more than 12 years negotiating with Staunton. How long do you negotiate before you realize it's going nowhere? Judge Ludwig stated that it's not Augusta County that has not been negotiating. We have gone different avenues with this decision. We tried it piece by piece with a \$7.5 referendum and then bring the rest up later, but everyone wanted the whole package looked into at the same time. We have been trying to make things work for everyone, but we haven't looked at it to say what would be best for our taxpayers. We wanted it to be something really good. We wanted to leave Staunton in good shape with a nice courthouse and we were willing to help fix it up and we wanted something to help Verona grow. To be something that we invested our money into the community so that our community has more value. Our real estate is worth more and can be sold at a higher price. The small stores and shops would have better business and maybe a nice motel. We were trying to put all of these things together and make them happen and it's hard to explain all of these things to 74,000 people. We have to do something, we can't wait 10 years. Maybe we should do

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November 9, 2016, at 7:00 p.m.

MATTERS TO BE PRESENTED BY THE BOARD-COURTHOUSE DISCUSSION

what was done 5 times before. The tradition is you take down the old one and build a new one. One of the problems with the Staunton plan is there are too many guess work numbers and too many things that didn't bring us value. Buying a building across the street not knowing how much it will cost, tear it down, and then not knowing what we can do with it once we have it doesn't bring us value. Building a skywalk doesn't bring us value. Having three different security systems doesn't bring us value. If we build an 80,000 square foot courthouse we would have four court rooms, which would meet the need and it could be done for half the price of the \$45 million. We planned for a 120,000 square foot building, the study says we need 90,000, which includes 6,000 for the Commonwealth Attorney. The new building would have single security, all of the security and safety features built in, one entrance that would have to be protected. The General District Court building would be left for the Common Wealth Attorney's office. That building was designed to be office space, not a court room.

When the people said they didn't want to spend \$45 million and didn't want to move it, a number of our options were taken away. Mr. Pyles is going to talk to Moseley while at the VACO conference and present options. We already own the property so we can build there without any problems. We don't need to wait for someone else to tell us what to do.

If Staunton has a plan that makes what we have work, please share it. Mr. Pyles could go along with Staunton building the \$48 million complex and Augusta County contributes \$20 million. We would set our number based on that building on our lot. That could be done now and move on.

Chairman Bragg:

We have three different options at this point. First being to let the Judge go through the process that we know exists. My concern with that is the County does not have the ability to have a lot of input and feedback regarding what the building would look like and the available space. The second consideration is purchase the Union Bank property, tear it down and building the facility we know we will need in the future as far as space and accessibility. The third option is Mr. Pyles' suggestion to tear the existing building down and build a new one. Some of the decisions will be based on the Attorney General's opinion. Legislation may prevent moving across the street. We all need to consider options and think about them. No decision is needed right away. The needs of the courts still exist and we have the legal and moral responsibility to ensure the safety of our public to consider. Waiting 10 years is an option, but uncertain whether that is the best option.

MATTERS TO BE PRESENTED BY THE BOARD

Mr. Shull:

Glad the election is over because we have put a great deal of time and effort into it. We will continue to hear from the public on how to move forward. One thing to keep in mind is the parking in Staunton. One of our options was to build a parking garage. Maybe a smaller garage specifically for handicap parking. If you look at the handicap that is currently available the spaces are still a good distance from the entrance.

Mr. Coleman:

Most businesses have the handicap parking at the front door. It would be difficult to get from the Johnson Street parking deck across the street to the courts. Mr. Coleman hopes to reach a decision quickly and move forward and would like to see something accomplished while on the Board.

Mr. Garber:

On a positive note, the weather was perfect for an election day. He was pleased with some of the results and some he wasn't, but the fact of the matter is a lot of people exercised their right to vote. It was done peacefully and was glad to see there were no glitches in the voting equipment.

November 9, 2016, at 7:00 p.m.

**MATTERS TO BE PRESENTED BY THE BOARD (CONT'D)**

Mr. Kelley:

Impressed with the amount of voter turnout. We should exercise our right to vote in every election, not just a big one like this. It was good to be out and meeting a number of people and interacting with the citizens. It is our responsibility as a citizen of the United States to voice your opinion by voting.

Mr. Coleman:

He and Chairman Bragg attended the Dawbarn Educational Awards. Five of the ten award winners are Augusta County teachers received a \$10,000 cash award.

Chairman Bragg:

- 1) At the last Board of Supervisors meeting, a resolution in support of the Virginia Certificate of Public Needs was handed out to the Board. It was asked by Augusta Health to consider the resolution.

Mr. Pyles pointed out that there is continual pressure at the General Assembly to allow other mixed groups to come into the area to perform some of the more profitable aspects of medical delivery at the expense of the Hospital. One year the hospital had \$40 million of uncompensated care. They are one of our largest employers. They are a tremendous economic engine for Augusta County. The reason we have Murphy Deming is because of the hospital. What we are supporting is the health of our community. It's in the Board's best interest and in the best interest of providing health to our community to support this resolution.

Mr. Pyles moved, seconded by Mr. Coleman to support the following resolution:

**RESOLUTION IN SUPPORT OF  
VIRGINIA'S CERTIFICATE OF PUBLIC NEED PROGRAM**

WHEREAS, Virginia's Certificate of Public Need (COPN) program serves as an important component of health care policy in the Commonwealth, and  
 WHEREAS, a majority of states (36 states and the District of Columbia) have similar laws, and  
 WHEREAS, COPN is designed to create stability in our health care delivery system, control costs and ensure the quality of and access to health care services, and  
 WHEREAS, health care costs are lower in Virginia than in most states without COPN regulations, and  
 WHEREAS, COPN promotes access to care for the uninsured, the availability of essential health services for all Virginians, readiness for public health and disaster care needs, training for the future healthcare workforce, and quality of care and accountability; and  
 WHEREAS, COPN ensures adequate distribution and availability of health care services throughout all corners of the Commonwealth, and  
 WHEREAS, health care is not a free market because hospitals are required to provide emergency care regardless of a patient's ability to pay, and many patients who need hospital care are uninsured, underinsured or are covered by federal or state programs that do not cover the costs of care, and  
 WHEREAS, hospitals are reimbursed an average of 66 cents on the dollar for Medicaid patients and 90 cents on the dollar for Medicare patients who make up 60 percent of patients at urban hospitals and 74 percent at rural hospitals; and  
 WHEREAS, Virginia hospitals and health systems provide over \$600 million per year in free or discounted services to patients that lack health care coverage, and  
 WHEREAS, the General Assembly last made meaningful reforms to the COPN regulations in 2009 and additional steps can be taken to streamline the administration of COPN, and  
 WHEREAS, reforms should focus on increased transparency, accountability and efficiency within the COPN process.  
 NOW, THEREFORE, BE IT RESOLVED, by the Augusta County Board of Supervisors that:

1. The County of Augusta supports Virginia's COPN program as an important component of the Commonwealth's health care policy, and





November 9, 2016, at 7:00 p.m.

**MATTERS TO BE PRESENTED BY STAFF (CONT'D)**

- 3) Jennifer Whetzel, Deputy County Administrator, has been working diligently on the new website with a tentative launch date of January 2017.
- 4) The VACO Conference starts on Sunday. A schedule of the meetings was discussed.
- 5) Handed out a Department of Social Services Annual Financial Statement for Counties. Funding for the State of Virginia is \$10,754,000,000.00 and for Augusta County funding is \$82,630,000.00.

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**CLOSED SESSION**

On motion of Mr. Pyles, seconded by Mr. Shull, the Board went into closed session pursuant to:

- (1) **the personnel exemption under Virginia Code § 2.2-3711(A) (1)**  
[discussion, consideration or interviews of (a) prospective candidates for employment, or (b) assignment, appointment, promotion, performance, demotion, salaries, disciplining or resignation of specific employees]:
  - A) Boards and Commissions: Juvenile Detention Home and Airport Commission
  - B) County Attorney
- (2) **the real property exemption under Virginia Code § 2.2-3711(A) (3)**  
[discussion of the acquisition for a public purpose, or disposition, of real property]:
  - A) Buffalo Gap Property
- (3) **the legal counsel exemption under Virginia Code § 2.2-3711(A) (7)**  
[consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, and consultation with legal counsel regarding specific legal matters requiring the provision of legal advice by such counsel, as permitted under subsection (A) (7)]:
  - A) Maury Mill Townhomes

On motion of Mr. Shull, seconded by Dr. Pattie, the Board came out of Closed Session.

Vote was as follows: Yeas: Bragg, Kelley, Garber, Wendell, Shull, Pattie and Pyles

Nays: None

Motion carried.

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November 9, 2016, at 7:00 p.m.

**CLOSED SESSION (CONT'D)**

The Chairman advised that each member is required to certify that to the best of their knowledge during the closed session only the following was discussed:

1. Public business matters lawfully exempted from statutory open meeting requirements, and
2. Only such public business matters identified in the motion to convene the executive session.

The Chairman asked if there is any Board member who cannot so certify.

Hearing none, the Chairman called upon the County Administrator/ Clerk of the Board to call the roll noting members of the Board who approve the certification shall answer AYE and those who cannot shall answer NAY.

Roll Call Vote was as follows:

AYE: Bragg, Garber, Kelley, Coleman, Shull, Pattie and Pyles  
NAY: None

The Chairman authorized the County Administrator/Clerk of the Board to record this certification in the minutes.

Mr. Pyles moved, seconded by Mr. Shull to reappoint Timothy Fitzgerald to the Juvenile Detention Home effective immediately and to expire on December 31, 2020.

Vote was as follows: Yeas: Shull, Coleman, Kelley, Bragg, Garber,  
Pyles, and Pattie  
Nays: None

Motion carried.

Mr. Pyles moved, seconded by Mr. Shull to reappoint Candy Hensley as alternate to the Juvenile Detention Home effective immediately and to expire on December 31, 2020.

Vote was as follows: Yeas: Shull, Coleman, Kelley, Bragg, Garber,  
Pyles, and Pattie  
Nays: None

Motion carried.

November 9, 2016, at 7:00 p.m.

Mr. Pyles moved, seconded by Mr. Shull to reappoint Gerald Garber to the Airport Commission effective immediately and to expire on December 31, 2019.

Vote was as follows: Yeas: Shull, Coleman, Kelley, Bragg, Pyles, and Pattie

Nays: None

Abstain: Garber

Motion carried.

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**ADJOURNMENT**

There being no other business to come before the Board, Dr. Pattie moved, seconded by Mr. Garber, the Board adjourn subject to call of the Chairman.

Vote was as follows: Yeas: Pattie, Shull, Garber, Coleman, Kelley, Bragg and Pyles

Nays: None

Motion carried.

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Chairman  
H 11:09min.18

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County Administrator

Staff Briefing Meeting, Monday, November 21, 2016, 1:30 p.m., Government Center, Verona, VA.

PRESENT: Carolyn S. Bragg, Chairman  
Tracy C. Pyles, Jr., Vice-Chairman  
Gerald W. Garber  
Terry Lee Kelley, Jr.  
Michael L. Shull  
Wendell L. Coleman  
Timothy K. Fitzgerald, County Administrator  
John Wilkinson, Director of Community Development  
Jennifer M. Whetzel, Deputy County Administrator  
Melissa Meyerhoeffer, Director of Finance  
James R. Benkahla, Interim County Attorney

ABSENT: Marshall Pattie

VIRGINIA: At an adjourned meeting of the Augusta County Board of Supervisors held on Monday, November 21, 2016, at 1:30 p.m., at the Government Center, Verona, Virginia, and in the 241<sup>th</sup> year of the Commonwealth....

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VDOT ROADS

1) Josh Dunlap, Assistant Residency Administrator, discussed the VDOT status report of November 21, 2016.

The Board accepted the report as information.

2) Streetlight addition-Ridgewood Drive in Verona.

The Board authorized holding for a later meeting date.

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ECONOMIC DEVELOPMENT

Amanda Glover, Director of Economic Development, discussed the Economic Development monthly report of October, 2016.

The Board accepted the monthly report as information.

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FIRE AND RESCUE

Jeff Hurst, Battalion Commander, discussed the Fire and Rescue monthly report of October, 2016.

The Board accepted the monthly report as information.

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November 21, 2016, at 1:30 p.m.

MIDDLE RIVER REGIONAL JAIL

Lori Nicholson, Chief of Security, and Jack Lee, Superintendent discussed the Middle River Regional Jail report.

The Board accepted the report as information.

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COUNTY WEBSITE

Jackie Zetwick, Director of IT, showed a PowerPoint presentation of the new County website.

The Board accepted the report as information.

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BROADBAND GRANT

Jennifer Whetzel, Deputy County Administrator discussed the grant application for DHCD construction grant.

The Board accepted the report as information.

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KENSINGTON DRAINAGE PROJECT

John Wilkinson, Director of Community Development discussed the additional funding needed for the Kensington Drainage Project.

Funding Source: Wayne Infrastructure 80000-8017-95 \$1,200.00

The Board authorized placing on the November 22, 2016 regular meeting agenda.

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WAIVERS/ VARIANCES –NONE

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MATTERS TO BE PRESENTED BY THE BOARD

Mr. Coleman mention the music festival at Expo

Mr. Shull stated the meetings at VACO were good

Mr. Kelley mentioned the COPN discussion at VACO

Mr. Pyles mentioned the importance of the COPN Resolution and wants to make sure Ms. Woods stays on top of any legislation.

Chairman Bragg mentioned the meeting with Judge Wittig, The VACO conference and the meals tax legislation.

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November 21, 2016, at 1:30 p.m.

**MATTERS TO BE PRESENTED BY STAFF**

Timothy Fitzgerald, County Administrator discussed the following:

- 1) VACO Christmas ornament
- 2) Reassessment-5 years or move to 6 years. In-house or a contract.
- 3) Buffalo Gap Lease public hearing.
- 4) Leslie Tate appointed to the MPO TAC and CSPDC Board to replace of Becky Earhart.
- 5) Property Committee meeting report.

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**CLOSED SESSION**

On motion of Mr. Pyles, seconded by Mr. Shull, the Board went into closed session pursuant to:

- (1) **the personnel exemption under Virginia Code § 2.2-3711(A) (1)**  
[discussion, consideration or interviews of (a) prospective candidates for employment, or (b) assignment, appointment, promotion, performance, demotion, salaries, disciplining or resignation of specific employees]:

A) County Attorney

- (2) **the real property exemption under Virginia Code § 2.2-3711(A) (3)**  
[discussion of the acquisition for a public purpose, or disposition, of real property]:

A) Mill Place Commerce Park

- (3) **the economic development exemption under Virginia Code § 2.2-3711(A) (5)**  
[discussion concerning a prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of its interest in locating or expanding its facilities in the county]:

A) Proposed Office space, flex space, storage facilities, manufacturing facilities, utility and mixed use development.

- (4) **the legal counsel exemption under Virginia Code § 2.2-3711(A) (7)**  
[consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, and consultation with legal counsel regarding specific legal matters requiring the provision of legal advice by such counsel, as permitted under subsection (A) (7)]:

A) Residential Rezoning

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On motion of Mr. Pyles, seconded by Mr. Shull, the Board came out of Closed Session.

Vote was as follows: Yeas: Bragg, Kelley, Garber, Shull, Pyles, and Coleman

Nays: None

Absent: Pattie

Motion carried.

November 21, 2016, at 1:30 p.m.

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The Chairman advised that each member is required to certify that to the best of their knowledge during the closed session only the following was discussed:

- 1. Public business matters lawfully exempted from statutory open meeting requirements, and
- 2. Only such public business matters identified in the motion to convene the executive session.

The Chairman asked if there is any Board member who cannot so certify.

Hearing none, the Chairman called upon the County Administrator/ Clerk Board to call the roll noting members of the Board who approve the certification shall answer AYE and those who cannot shall answer NAY.

Roll Call Vote was as follows:

AYE: Bragg, Garber, Kelley, Shull, Coleman, and Pyles  
 NAY: None  
 ABSENT: Pattie

The Chairman authorized the County Administrator/Clerk of the Board to record this certification in the minutes.

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ADJOURNMENT

There being no other business to come before the Board, Mr. Kelley moved, seconded by Mr. Shull, the Board adjourn subject to call of the Chairman.

Vote was as follows: Yeas: Shull, Garber, Kelley, Bragg, Pyles, and Coleman  
 Nays: None  
 Absent: Pattie

Motion carried.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
County Administrator



Regular Meeting, Tuesday, November 22, 2016, 7:00 p.m. Government Center, Verona, VA.

PRESENT: Carolyn S. Bragg, Chairman  
Gerald W. Garber  
Wendell L. Coleman  
Michael L. Shull  
Terry Lee Kelley, Jr.  
Timothy K. Fitzgerald, County Administrator  
Jennifer M. Whetzel, Deputy County Administrator  
James R. Benkahla, Interim County Attorney  
Angie Michael, Executive Secretary

ABSENT: Tracy Pyles, Jr.-Vice Chairman  
Marshall W. Pattie

VIRGINIA: At a regular meeting of the Augusta County Board of Supervisors held on Tuesday, November 22, 2016, at 7:00 p.m., at the Government Center, Verona, Virginia, and in the 241<sup>th</sup> year of the Commonwealth....

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Chairman Bragg welcomed the citizens present.

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The following students from Stewart Middle School led us with the Pledge of Allegiance:

Audrey Eagle is in 8<sup>th</sup> grade and likes to do forestry and ag mechanics.

Isabelle Kent is in 8<sup>th</sup> grade and is the President of the Stewart Middle School FFA Chapter. She is interested in horse judging and small animal care.

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Terry Kelley, Supervisor for the Beverley Manor District, delivered the invocation.

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MATTERS TO BE PRESENTED BY THE PUBLIC - NONE

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KENSINGTON DRAINAGE PROJECT

The Board considered additional funding allocation for the Kensington Drainage Project.

John Wilkinson, Director of Community Development, stated that the Kensington Basin has an outfall that flows out between 25 and 35 Kensington Drive. The basin was designed to hold the increased volumes of stormwater and release them slowly to reduce damage to the natural streams that existed before the construction. At times, during storm events a good amount of water runs down and damages several of the properties. We had a project bid out and as work was underway to repair this some things were pointed out by the contractor that would improve the project. The Staff agreed with these recommendations and Mr. Coleman agreed to cover the cost. The amount previously approved by the Board of Supervisors was \$15,000 and the actual cost will be \$16,200.

Funding Source: Wayne Infrastructure 80000-8017-95 \$1,200.00



November 22, 2016, at 7:00 p.m.

**MATTERS TO BE PRESENTED BY THE BOARD (CONT'D)**

Mr. Kelley moved, seconded by Mr. Garber to appoint Leslie Tate to the Central Shenandoah Planning Commission effective immediately and to expire on 6/30/2017.

Vote was as follows:        Yeas: Shull, Garber, Kelley, Bragg, and Coleman  
                                     Nays: None  
                                     Absent: Pyles and Pattie

Mr. Coleman moved, seconded by Mr. Shull to approve advertising for a Public Hearing to rent the Buffalo Gap Property and to grant a sewer easement across the Church Street property in Greenville.

Vote was as follows:        Yeas: Shull, Garber, Kelley, Bragg, and Coleman  
                                     Nays: None  
                                     Absent: Pyles and Pattie

Chairman Bragg pointed out that this was an unusually small meeting. Chairman Bragg thanked Staff and the Board for a tremendous year and reminded everyone to enjoy their time with family.

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**MATTERS TO BE PRESENTED BY STAFF**

Timothy Fitzgerald, County Administrator discussed the following issues:

- 1) Handed out the Shared Services agenda and packet of information from the meeting. The packet lists everything being worked on jointly. The Shared Services meeting typically takes places in May and in November.
- 2) The Contract for Mill Place lot 13 was discussed at the Staff Briefing. The contract is ready to be signed along with the plat that goes with it.

Mr. Kelley moved, seconded by Mr. Shull to authorize Carolyn Bragg, Chairman to sign the contract for Mill Place Lot 13 and authorize Timothy Fitzgerald, County Administrator to sign the plat as the owner for the County.

Vote was as follows:        Yeas: Shull, Garber, Kelley, Bragg, and Coleman  
                                     Nays: None  
                                     Absent: Pyles and Pattie

.....

**CLOSED SESSION**

On motion of Mr. Kelley, seconded by Mr. Shull, the Board went into closed session pursuant to:

- (1) the personnel exemption under Virginia Code § 2.2-3711(A)(1) [discussion, consideration or interviews of (a) prospective candidates for employment, or (b) assignment, appointment, promotion, performance, demotion, salaries, disciplining or resignation of specific employees];

A) County Attorney

November 22, 2016, at 7:00 p.m.

CLOSED SESSION (CONT'D)

(2) the real property exemption under Virginia Code § 2.2-3711(A)(3)  
[discussion of the acquisition for a public purpose, or disposition, of real property]:

A) Buffalo Gap Property

On motion of Mr. Shull, seconded by Mr. Coleman, the Board came out of Closed Session.

Vote was as follows:       Yeas: Shull, Garber, Kelley, Bragg, and Coleman  
                                  Nays: None  
                                  Absent: Pyles and Pattie

Motion carried.

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The Chairman advised that each member is required to certify that to the best of their knowledge during the closed session only the following was discussed:

1. Public business matters lawfully exempted from statutory open meeting requirements, and
2. Only such public business matters identified in the motion to convene the executive session.

The Chairman asked if there is any Board member who cannot so certify.

Hearing none, the Chairman called upon the County Administrator/ Clerk of the Board to call the roll noting members of the Board who approve the certification shall answer AYE and those who cannot shall answer NAY.

Roll Call Vote was as follows:

Vote was as follows:       Yeas: Shull, Garber, Kelley, Bragg, and Coleman  
                                  Nays: None  
                                  Absent: Pyles and Pattie

Motion carried

The Chairman authorized the County Administrator/Clerk of the Board to record this certification in the minutes.

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Mr. Coleman moved, seconded by Mr. Shull to amend Mr. Coleman's previous motion in regards to advertising a Public Hearing to allow for the sale of the Buffalo Gap property as well.

Vote was as follows:       Yeas: Shull, Garber, Kelley, Bragg, and Coleman  
                                  Nays: None  
                                  Absent: Pyles and Pattie

Motion carried

Mr. Garber moved, seconded by Mr. Shull to approve the employment contract for James Benkahla as County Attorney.

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November 22, 2016, at 7:00 p.m.

Vote was as follows:      Yeas: Shull, Garber, Kelley, Bragg, and Coleman  
                                     Nays: None  
                                     Absent: Pyles and Pattie

Motion carried

**ADJOURNMENT**

There being no other business to come before the Board, Mr. Kelley moved, seconded by Mr. Shull, the Board adjourn subject to call of the Chairman.

Vote was as follows:      Yeas: Shull, Garber, Kelley, Bragg, and Coleman  
                                     Nays: None  
                                     Absent: Pyles and Pattie

Motion carried.

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\_\_\_\_\_  
Chairman

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County Administrator



AP DISTRIBUTION BY CHECK #

11/01/16 to 11/30/16

DATE	CHECK#	PAYEE	DESCRIPTION	TOTAL	GENERAL	CENTRAL	MISC.
20161103	7933	ACE HARDWARE-VERONA	POLICE SUPPLIES	151.37	151.37	-	-
20161103	7934	AIRECO SUPPLY, INC	MISCELLANEOUS SUPPLIES	72.96	72.96	-	-
20161103	7935	AUGUSTA PAINT	MISCELLANEOUS SUPPLIES	450.37	13.00	-	437.37
20161103	7936	CDW GOVERNMENT	OFFICE SUPPLIES	9,287.98	9,287.98	-	-
20161103	7937	CLEAR COMMUNICATIONS	VEHICLE MAINT & SUPPLIES	847.46	692.46	-	155.00
20161103	7938	COUNTY OF AUGUSTA HEALTH	SELF INSURANCE	610,488.53	-	-	610,488.53
20161103	7939	DEMCO INC	LIBRARY MATERIAL & SUPPLIES	1,548.25	1,548.25	-	-
20161103	7941	FISHER AUTO PARTS, INC.	LIBRARY MATERIAL & SUPPLIES	336.62	336.62	-	-
20161103	7942	HAJOCA CORP.	SITE SUPPLIES	75.05	-	-	75.05
20161103	7944	KPD, INC. PORT-A-JOHN	FIRING RANGE	665.00	595.00	-	70.00
20161103	7945	MCCLUNG COMPANIES	RENTAL	210.00	210.00	-	-
20161103	7946	OFFICE DEPOT	LIBRARY MATERIAL & SUPPLIES	140.86	140.86	-	-
20161103	7947	PENGUIN RANDOM HOUSE LLC	OFFICE SUPPLIES	101.25	101.25	-	-
20161103	7948	ROCKINGHAM COOPERATIVE	BOOKS	3,071.99	3,071.99	-	-
20161103	7949	SHEN VALLEY ELECTRIC COOP	EQUIPMENT P&R MAINT	76.72	76.72	-	-
20161103	7950	SOUTHERN ELEVATOR	ELECTRIC SERVICE	240.75	240.75	-	-
20161103	7951	TIMMONS	REPAIRS & MAINT - CONTRACT	861.00	-	-	861.00
20161103	7952	XEROX CORP.	RT 608	4,426.33	2,879.28	1,547.05	-
20161110	7953	ATLANTIC TECHNOLOGY	OFFICE SUPPLIES	850.00	850.00	-	-
20161110	7954	BEC PLASTIC CARD SOLUTION	TOWER	381.00	-	-	381.00
20161110	7955	BOBBY'S TOWING SERVICE	SECURITY	65,318.92	65,318.92	-	-
20161110	7956	CAROLINA DIGITAL PHONE	REFUSE COLLECTION	2,015.85	1,787.50	228.35	-
20161110	7957	CDW GOVERNMENT	TELEPHONE SERVICE	32.98	32.98	-	-
20161110	7958	CLEAR COMMUNICATIONS	OFFICE SUPPLIES	246.12	246.12	-	-
20161110	7959	COMMONWEALTH DISTR. LLC	VEHICLE MAINT & SUPPLIES	179.75	179.75	-	-
20161110	7960	COUNTY OF AUGUSTA HEALTH	JANITORIAL SUPPLIES	146,793.88	-	-	146,793.88
20161110	7964	G & K FACILITIES	SELF INSURANCE	2,472.00	2,472.00	-	-
20161110	7967	OFFICE DEPOT	JANITORIAL SERVICES	357.06	357.06	-	-
20161110	7968	PENGUIN RANDOM HOUSE LLC	OFFICE SUPPLIES	30.00	30.00	-	-
20161110	7969	ROTO-ROOTER SEWER &	BOOKS	925.00	925.00	-	-
20161110	7970	SAFEWARE, INC.	MISCELLANEOUS SUPPLIES	873.00	-	-	873.00
20161110	7971	SELECT CUSTOM APPARATUS	HAZ MAT	1,102.37	1,102.37	-	-
20161110	7972	SHEN VALLEY ELECTRIC COOP	VEHICLE MAINT & SUPPLIES	2,531.53	2,414.12	-	117.41
20161110	7973	STAUNTON STEAM LAUNDRY	ELECTRIC SERVICE	682.90	682.90	-	-
20161110	7974	WASH J & L, INC	OFFICE SUPPLIES	369.00	369.00	-	-
20161110	7975	XEROX CORP.	CAR WASHES	2,211.00	1,187.67	1,023.33	-
			MAINT SERVICE CONTRACT				

DATE	CHECK#	PAYEE	DESCRIPTION	TOTAL	GENERAL	CENTRAL	MISC
20161117	7980	ADVANCED TELEPHONE & DATA	MISCELLANEOUS SUPPLIES	1,152.39	-	-	1,152.39
20161117	7981	AIR SPECIALISTS OF VA INC	REPAIRS & MAINT - CONTRACT	705.00	705.00	-	-
20161117	7982	BOBBY'S TOWING SERVICE	REFUSE	1,290.00	1,290.00	-	-
20161117	7983	BRUBECK LIVING TRUST	RENT	850.00	850.00	-	-
20161117	7984	COW GOVERNMENT	EQUIPMENT	11,077.41	10,331.92	-	745.49
20161117	7985	CLEAR COMMUNICATIONS	VEHICLE MAINT & SUPPLIES	2,172.36	334.74	-	1,837.62
20161117	7986	CLIFFORD GARSTANG	REIMBURSEMENT	310.67	310.67	-	-
20161117	7988	COMMONWEALTH DISTR. LLC	WATER & SEWER SUPPLIES	46.88	46.88	-	-
20161117	7989	COUNTY OF AUGUSTA HEALTH	SELF INSURANCE	328,351.60	-	-	328,351.60
20161117	7991	ESRI, INC.	MAINTENANCE SERVICE GIS	17,600.00	17,600.00	-	-
20161117	7995	H & R CONTRACTORS INC	CUSTODIAL SERVICES	1,220.83	1,220.83	-	-
20161117	7997	JENKINS SECURITY SERVICE	MISCELLANEOUS SUPPLIES	14.00	14.00	-	-
20161117	7998	JIM SNEAD FORD	VEHICLE MAINT & SUPPLIES	104.77	104.77	-	-
20161117	7999	LANGUAGE LINE SERVICES	TELEPHONE SERVICE	210.20	105.10	-	105.10
20161117	8000	LEXIS NEXIS	LAW BOOKS	381.00	381.00	-	-
20161117	8001	MSC INDUSTRIAL SUPPLY CO	MISCELLANEOUS SUPPLIES	177.75	177.75	-	-
20161117	8002	NEW HOPE RURITAN CLUB	SITE	1,369.00	1,369.00	-	-
20161117	8003	OFFICE DEPOT	OFFICE SUPPLIES	1,166.33	1,166.33	-	-
20161117	8004	PLEASANT VIEW LAWN &	MOWING	750.00	750.00	-	-
20161117	8005	ROCKINGHAM COOPERATIVE	POWER EQUIP SUPPLIES	60.00	60.00	-	-
20161117	8006	SOUTHERN ELEVATOR	REPAIRS & MAINT - CONTRACT	4,109.50	4,109.50	-	-
20161117	8009	UNIQUE MANAGEMENT SERVICE	PLACEMENTS	492.25	492.25	-	-
20161117	8010	WASH J & L, INC	CAR WASHES	15.99	15.99	-	-
20161117	8011	WAYNE OXYGEN & WELDING	MISCELLANEOUS SUPPLIES	28.83	28.83	-	-
20161122	8015	COUNTY OF AUGUSTA HEALTH	SELF INSURANCE	379,336.89	-	-	379,336.89
20161103	475679	ALLIED CONCRETE COMPANY	MISCELLANEOUS SUPPLIES	783.00	-	-	783.00
20161103	475680	ANGIE MICHAEL	REIMBURSEMENT	31.80	31.80	-	-
20161103	475682	ASHLEY ELEVATORS & LIFTS	REPAIRS & MAINT - CONTRACT	360.00	360.00	-	-
20161103	475683	AT&T	TELEPHONE SERVICE	49.72	49.72	-	-
20161103	475684	AT&T	TELEPHONE SERVICE	3.24	3.24	-	-
20161103	475685	ATKINS AUTOMOTIVE CO.,INC	VEHICLE SUPPLIES	25.63	25.63	-	-
20161103	475686	ATLANTIC EMERGENCY	EQUIPMENT	823.41	823.41	-	-
20161103	475688	AUGUSTA COUNTY PARKS AND	ADVERTISING	72.00	72.00	-	-
20161103	475689	AUGUSTA COUNTY SERVICE AUTHORITY	GREENVILLE SEWER	25,307.95	-	-	25,307.95
20161103	475690	BAY TECH LABEL, INC.	VOTING SUPPLIES	147.50	147.50	-	-
20161103	475691	BCT	OFFICE SUPPLIES	20.00	20.00	-	-



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20161103	475693	BEVERAGE TRACTOR &	POWER EQUIP SUPPLIES	57.38	57.38	-	-
20161103	475695	BOUND TREE MEDICAL, LLC	EMS SUPPLIES	1,224.92	1,224.92	-	-
20161103	475697	CANDY HENSLEY	REIMBURSEMENT	27.93	-	-	27.93
20161103	475698	CAPITAL TRISTATE	MISCELLANEOUS SUPPLIES	41.17	41.17	-	-
20161103	475699	CAROL M BRYDGE	REIMBURSEMENT	494.03	494.03	-	-
20161103	475700	CENTRAL SHEN.EMS COUNCIL	TRAINING	110.00	110.00	-	-
20161103	475701	CENTRAL TIRE CORP.	VEHICLE MAINT & SUPPLIES	1,800.93	1,800.93	-	-
20161103	475702	CENTURY LINK INC	TELEPHONE SERVICE	85.30	85.30	-	-
20161103	475704	CITY OF STAUNTON	STORMWATER	25.12	25.12	-	-
20161103	7934	AIRECO SUPPLY, INC	MISCELLANEOUS SUPPLIES	72.96	72.96	-	-
20161103	7935	AUGUSTA PAINT	MISCELLANEOUS SUPPLIES	460.37	13.00	-	437.37
20161103	7936	CDW GOVERNMENT	OFFICE SUPPLIES	9,287.98	9,287.98	-	-
20161103	7937	CLEAR COMMUNICATIONS	VEHICLE MAINT & SUPPLIES	847.46	692.46	-	155.00
20161103	7938	COUNTY OF AUGUSTA HEALTH	SELF INSURANCE	610,488.53	-	-	610,488.53
20161103	7939	DEMCO INC	LIBRARY MATERIAL & SUPPLIES	1,548.25	1,548.25	-	-
20161103	7941	FISHER AUTO PARTS, INC.	SITE SUPPLIES	336.62	336.62	-	-
20161103	7942	HAJOCA CORP.	FIRING RANGE	75.05	-	-	75.05
20161103	7944	KPD, INC. PORT-A-JOHN	RENTAL	665.00	595.00	-	70.00
20161103	7945	MCCLUNG COMPANIES	LIBRARY MATERIAL & SUPPLIES	210.00	210.00	-	-
20161103	7946	OFFICE DEPOT	OFFICE SUPPLIES	140.86	140.86	-	-
20161103	7947	PENGUIN RANDOM HOUSE LLC	BOOKS	101.25	101.25	-	-
20161103	7948	ROCKINGHAM COOPERATIVE	EQUIPMENT P&R MAINT	3,071.99	3,071.99	-	-
20161103	7949	SHEN.VALLEY ELECTRIC COOP	ELECTRIC SERVICE	76.72	76.72	-	-
20161103	7950	SOUTHERN ELEVATOR	REPAIRS & MAINT - CONTRACT	240.75	240.75	-	-
20161103	7951	TIMMONS	RT 608	861.00	-	-	861.00
20161103	7952	XEROX CORP.	OFFICE SUPPLIES	4,426.33	2,879.28	1,547.05	-
20161110	7953	ATLANTIC TECHNOLOGY	TOWER	850.00	850.00	-	-
20161110	7954	BEC PLASTIC CARD SOLUTION	SECURITY	381.00	-	-	381.00
20161110	7955	BOBBY'S TOWING SERVICE	REFUSE COLLECTION	65,318.92	65,318.92	-	-
20161110	7956	CAROLINA DIGITAL PHONE	TELEPHONE SERVICE	2,015.85	1,787.50	228.35	-
20161110	7957	CDW GOVERNMENT	OFFICE SUPPLIES	32.98	32.98	-	-
20161110	7958	CLEAR COMMUNICATIONS	VEHICLE MAINT & SUPPLIES	246.12	246.12	-	-
20161110	7959	COMMONWEALTH DISTR. LLC	JANITORIAL SUPPLIES	179.75	179.75	-	-
20161110	7960	COUNTY OF AUGUSTA HEALTH	SELF INSURANCE	146,793.88	-	-	146,793.88
20161110	7964	G & K FACILITIES	JANITORIAL SERVICES	2,472.00	2,472.00	-	-
20161110	7967	OFFICE DEPOT	OFFICE SUPPLIES	357.06	357.06	-	-

A/P DISTRIBUTION BY CHECK #

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20161103	475742	MARK'S PLUMBING PARTS &	MISCELLANEOUS SUPPLIES	25.05	25.05	-	-
20161103	475744	MASS GROUP INC	EQUIPMENT	1,800.08	1,800.08	-	-
20161103	475745	MCCORMICK TAYLOR INC	SCHOLASTIC WAY	2,292.40	-	-	2,292.40
20161103	475746	MCI	TELEPHONE SERVICE	12.08	12.08	-	-
20161103	475749	MOTOROLA SOLUTIONS INC	EMERGENCY COMMUNICATIONS - RADIO	1,437,778.00	-	-	1,437,778.00
20161103	475750	NAFECO INC	FIRE FIGHTING SUPPLIES	689.73	689.73	-	-
20161103	475752	OMNIGRAPHICS, INC.	BOOKS	240.75	240.75	-	-
20161103	475754	PATTY CAMPBELL	REIMBURSEMENT	45.00	45.00	-	-
20161103	475755	PIONEER MANUFACTURING CO	ATHLETIC SUPPLIES	975.00	975.00	-	-
20161103	475756	PITNEY BOWES	POSTAGE SUPPLIES	535.47	-	535.47	-
20161103	475758	QUICK-LIVICK, INC.	TRIP	224.00	224.00	-	-
20161103	475759	RIVERHEADS HIGH SCHOOL	GRANT	250.00	250.00	-	-
20161103	475762	SERVPRO	MISCELLANEOUS SUPPLIES	2,246.37	2,246.37	-	-
20161103	475763	SHEFFER'S ELECTRICAL SERV	MISCELLANEOUS SUPPLIES	597.45	-	-	597.45
20161103	475765	SHENANDOAH MOBILE LLC	TOWER	12,537.60	12,537.60	-	-
20161103	475766	SOUTHEASTERN SECURITY	KIDS CAMP SUPPLIES	481.00	481.00	-	-
20161103	475767	SOUTHERN ELECTRIC CORP.	EQUIPMENT	89.09	89.09	-	-
20161103	475768	SRMH PATIENT EDUCATION	TRAINING	100.00	100.00	-	-
20161103	475769	STAPLES ADVANTAGE	OFFICE SUPPLIES	306.70	306.70	-	-
20161103	475772	STUARTS DRAFT MIDDLE	GRANT	300.00	300.00	-	-
20161103	475773	SUMMIT PUBLISHING LLC	GART	1,795.00	1,795.00	-	-
20161103	475774	SUPPLY ROOM COMPANIES	OFFICE SUPPLIES	769.81	769.81	-	-
20161103	475775	THE DAILY NEWS LEADER	NEWSPAPERS	17.80	17.80	-	-
20161103	475777	TREASURER OF VIRGINIA	CORONER	60.00	60.00	-	-
20161103	475778	UNITED REFRIGERATION OF VA	MISCELLANEOUS SUPPLIES	13,300.00	-	-	13,300.00
20161103	475779	VA.REC.& PARK SOCIETY,INC	TICKETS	943.00	943.00	-	-
20161103	475780	VERIZON	TELEPHONE SERVICE	593.47	593.47	-	-
20161103	475781	VERIZON WIRELESS	TELEPHONE SERVICE	4,825.50	4,161.72	23.62	640.16
20161103	475782	VETERINARY EMERGENCY	VET	149.48	149.48	-	-
20161103	475784	VIRGINIA LAWYERS WEEKLY	DUES	179.50	179.50	-	-
20161103	475785	VIRGINIA STATE	DUES	625.00	625.00	-	-
20161103	475787	WALMART COMMUNITY BRC	CARE PROGRAM SUPPLIES	668.51	668.51	-	-
20161103	475788	WEST	DUES	723.00	723.00	-	-
20161103	475789	WILSON MEMORIAL HIGH SCHO	GRANT	250.00	250.00	-	-
20161103	475791	ZEP SALES & SERVICE	JANITORIAL SUPPLIES	134.66	134.66	-	-
20161103	475795	MANPREET DEOL	REIMBURSEMENT	768.90	-	-	768.90

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20161110	475807	AETNA INC	SELF INSURANCE	43,074.52	-	-	43,074.52
20161110	475808	ASHLEY ELEVATORS & LIFTS	REPAIRS & MAINT - CONTRACT	833.50	833.50	-	-
20161110	475810	ATKINS AUTOMOTIVE CO.,INC	VEHICLE SUPPLIES	15.64	15.64	-	-
20161110	475811	AUGUSTA COUNTY GENERAL	FEE	240.00	240.00	-	-
20161110	475812	AUGUSTA COUNTY SERVICE	WATER & SEWER	61.35	61.35	-	-
20161110	475814	BLUETARP FINANCIAL INC	SITE SUPPLIES	218.37	218.37	-	-
20161110	475815	BOUND TREE MEDICAL, LLC	EMS SUPPLIES	874.55	874.55	-	-
20161110	475816	BRYAN P MACE	REIMBURSEMENT	25.00	25.00	-	-
20161110	475817	BUILDERS FIRSTSOURCE	MISCELLANEOUS SUPPLIES	18.62	97.62	-	(79.00)
20161110	475818	C.W. WILLIAMS	REPAIRS & MAINT - CONTRACT	466.36	466.36	-	-
20161110	475820	CARSON HOLLOWAY	REIMBURSEMENT	85.20	85.20	-	-
20161110	475821	CENTRAL SHEN.EMS COUNCIL	TEXTBOOKS	24.00	24.00	-	-
20161110	475822	CENTRAL TIRE CORP.	VEHICLE MAINT & SUPPLIES	4,813.13	4,813.13	-	-
20161110	475824	CHECKERED FLAG GRAFFIX	VEHICLE MAINT & SUPPLIES	860.00	860.00	-	-
20161110	475825	CHRIS SHAVER	REIMBURSEMENT	25.00	25.00	-	-
20161110	475826	COMCAST	TELEPHONE SERVICE	104.85	104.85	-	-
20161110	475827	COMMONWEALTH ENGINE	VEHICLE MAINT & SUPPLIES	76.12	76.12	-	-
20161110	475828	COMMONWEALTH VET.CLINIC	VET	176.44	176.44	-	-
20161110	475832	DELL MARKETING L.P.	MISCELLANEOUS SUPPLIES	262.49	-	262.49	-
20161110	475833	DEPT.OF MOTOR VEHICLES	OFFICE SUPPLIES	65.00	65.00	-	-
20161110	475835	DOMINION VIRGINIA POWER	ELECTRIC SERVICE	23,982.88	19,162.18	4,820.70	-
20161110	475836	DOMINION VIRGINIA POWER	ELECTRIC SERVICE	57.23	-	57.23	-
20161110	475838	EAST COAST EMERGENCY	VEHICLE SUPPLIES	780.95	780.95	-	-
20161110	475844	GREEHAN, TAVES & PANDAK	CONTRACT SERVICES	10,574.22	10,574.22	-	-
20161110	475845	H C EAVERS & SONS, INC	DRAINAGE	17,400.00	-	1,200.00	16,200.00
20161110	475851	INGRAM LIBRARY SERVICES	BOOKS	2,198.00	2,198.00	-	-
20161110	475854	JOHN BENNER	REIMBURSEMENT	33.48	33.48	-	-
20161110	475855	KORMAN SIGNS	STREET SIGN SUPPLIES	756.00	756.00	-	-
20161110	475857	LEVEL 7 SIGNS	GART	75.00	75.00	-	-
20161110	475859	LOWES COMPANIES, INC.	REPAIR SUPPLIES	1,589.47	1,415.63	-	173.84
20161110	475860	MATTHEW BOOHER	REIMBURSEMENT	13.50	13.50	-	-
20161110	475861	MATTHEW VINCENT	REIMBURSEMENT	75.00	75.00	-	-
20161110	475862	MG-W TELEPHONE	TELEPHONE SERVICE	1,697.11	1,644.42	52.69	-
20161110	475863	MID VALLEY PRESS	COURTS	3,602.00	3,602.00	-	-
20161110	475866	PBMARES LLP	AUDIT	32,000.00	32,000.00	-	-
20161110	475867	PITNEY BOWES	LEASE	2,175.00	-	2,175.00	-

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20161110	475870	QUICK LANE TIRE & AUTO	VEHICLE MAINT & SUPPLIES	752.86	752.86	-	-
20161110	475872	SELECT SPECIALTY PRODUCTS	MISCELLANEOUS SUPPLIES	110.00	110.00	-	-
20161110	475873	SHEN.VALLEY OFFICE EQUIP.	OFFICE SUPPLIES	409.40	409.40	-	-
20161110	475874	SHENANDOAH SIGN CO	OFFICE SUPPLIES	51.00	51.00	-	-
20161110	475875	SHENTEL	TELEPHONE SERVICE	826.60	826.60	-	-
20161110	475876	SHERWIN WILLIAMS	MISCELLANEOUS SUPPLIES	656.96	-	22.48	656.96
20161110	475879	SHRED-IT USA	OFFICE SUPPLIES	409.92	387.44	-	-
20161110	475882	STAPLES ADVANTAGE	OFFICE SUPPLIES	273.57	273.57	-	-
20161110	475883	STAUNTON ROTARY CLUB	DUES	224.00	224.00	-	-
20161110	475886	SUPPLY ROOM COMPANIES	OFFICE SUPPLIES	420.29	420.29	-	-
20161110	475887	SYCOM TECHNOLOGIES	EMERGENCY COMMUNICATIONS	7,180.41	-	-	7,180.41
20161110	475888	TCM, INC	JANITORIAL SERVICES	3,850.00	1,850.00	2,000.00	-
20161110	475889	TREASURER OF VIRGINIA	CORONER	40.00	40.00	-	-
20161110	475891	VALLEY COMMUNITY SERVICES BOARD	2ND QTR FUNDING	44,275.00	44,275.00	-	-
20161110	475893	VERIZON	TELEPHONE SERVICE	208.80	208.80	-	-
20161110	475894	VETERINARY EMERGENCY	VET	80.00	80.00	-	-
20161110	475899	WHP TRAININGTOWERS A DIV	MISCELLANEOUS SUPPLIES	19,616.00	-	-	19,616.00
20161110	475900	XEROX FINANCIAL SERVICES	OFFICE SUPPLIES	75.71	75.71	-	-
20161110	475901	XPRESS LUBE	VEHICLE MAINT & SUPPLIES	548.17	548.17	-	-
20161110	475902	SELECT CUSTOM APPARATUS	AMBULANCE	203,826.00	-	-	203,826.00
20161110	475915	DAWN DJURDEZICH	REIMBURSEMENT	187.00	-	-	187.00
20161110	475916	DEXTER & JENNIFER LESTER	REIMBURSEMENT	203.26	-	-	203.26
20161110	475917	JAMES & CHRISTINA MILAM	REIMBURSEMENT	52.74	-	-	52.74
20161110	475918	JESSE SPENCER	REIMBURSEMENT	212.30	-	-	212.30
20161117	476059	AARP	AARP	290.00	290.00	-	-
20161117	476060	ALLISON HERRON	REIMBURSEMENT	55.00	55.00	-	-
20161117	476061	AMANDA GLOVER	REIMBURSEMENT	137.40	137.40	-	-
20161117	476062	AMERICAN LIBRARY ASSOC.	DUES	210.00	210.00	-	-
20161117	476063	ANITA JOHNSON	REIMBURSEMENT	119.92	119.92	-	-
20161117	476064	ARROW INTERNATIONAL, INC	EMS SUPPLIES	558.05	558.05	-	-
20161117	476065	AUGUSTA CO-OP FARM BUREAU	MISCELLANEOUS SUPPLIES	4.49	4.49	-	-
20161117	476066	AUGUSTA COUNTY SCH.BOARD	NATURAL GAS	78.53	78.53	-	-
20161117	476067	AUGUSTA COUNTY SERVICE	JANITORIAL SUPPLIES	1,012.30	1,012.30	-	-
20161117	476069	AUGUSTA PETRO COOP INC	FUEL	1,225.52	1,225.52	-	-
20161117	476071	BANKERS INSURANCE LLC	INSURANCE	346.00	346.00	-	-
20161117	476073	BASIC AUTO SALES	VEHICLE - DSS	19,847.00	-	19,847.00	-

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20161117	476077	BOUND TREE MEDICAL, LLC	EMS SUPPLIES	612.97	612.97	-	-
20161117	476078	C.W. WILLIAMS	REPAIRS & MAINT - CONTRACT	443.05	443.05	-	-
20161117	476079	CAPITAL AUTO GROUP, INC	VEHICLE - SHERIFF	49,564.40	-	-	49,564.40
20161117	476080	CARL SHEETS	REIMBURSEMENT	1,017.40	1,017.40	-	-
20161117	476081	CENTRAL SHENEMS COUNCIL	TEXTBOOKS	27.50	27.50	-	-
20161117	476082	CHARLTON & GROOME FUNERAL	PROFESSIONAL SERVICE	1,018.75	1,018.75	-	-
20161117	476083	CIERRA GARVIN	REIMBURSEMENT	55.00	55.00	-	-
20161117	476084	CITY OF STAUNTON	WATER & SEWER	1,802.32	1,802.32	-	-
20161117	476085	CITY OF WAYNESBORO, VA	STORMWATER	1,932.84	1,932.84	-	-
20161117	476086	CLINE ASSOCIATES INC	SERVICE	210.00	210.00	-	-
20161117	476089	COLONIAL WEBB CONTRACTORS	REPAIRS & MAINT - CONTRACT	8,872.00	8,872.00	-	-
20161117	476090	COLUMBIA GAS	NATURAL GAS CONSUMPTION	4,376.30	3,614.45	761.85	-
20161117	476091	COMCAST	TELEPHONE SERVICE	1,024.39	1,024.39	-	-
20161117	476092	CONSULTING GATEWAY CORP.	BROADBAND PROJECT	6,937.00	-	-	6,937.00
20161117	476097	CUSTOM DELIVERIES OF VA	COURIER	275.00	275.00	-	-
20161117	476100	DELL MARKETING L.P.	MISCELLANEOUS SUPPLIES	1,095.54	-	1,095.54	-
20161117	476101	DOMINION VIRGINIA POWER	ELECTRIC SERVICE	11,466.51	9,019.66	2,446.85	-
20161117	476102	EDWARD JARMAN FRETWELL	REIMBURSEMENT	1,067.62	1,067.62	-	-
20161117	476103	ELDON JAMES & ASSOCIATES	LEGISLATIVE SERVICES	2,300.00	2,300.00	-	-
20161117	476104	ELIZABETH COLEMAN	REIMBURSEMENT	25.65	25.65	-	-
20161117	476106	FRAZIER ASSOCIATES	MISCELLANEOUS SUPPLIES	2,487.50	-	-	2,487.50
20161117	476107	GALETON	JANITORIAL SUPPLIES	133.70	133.70	-	-
20161117	476108	GALLS, LLC	OFFICE SUPPLIES	60.00	60.00	-	-
20161117	476109	GARLAND BROOKS	REIMBURSEMENT	1,336.09	1,336.09	-	-
20161117	476110	GERALD R DUNSMORE	REIMBURSEMENT	1,364.08	1,364.08	-	-
20161117	476111	HAILEE K DUDLEY	REIMBURSEMENT	55.00	55.00	-	-
20161117	476112	HALEY FORD	VEHICLE	235,414.59	-	-	235,414.59
20161117	476114	HEROES APPAREL LLC	WEARING APPAREL	599.92	599.92	-	-
20161117	476115	HIGHWAY MOTORS	VEHICLE MAINT & SUPPLIES	11,699.66	11,699.66	-	-
20161117	476116	ID WHOLESALER	EQUIPMENT	162.00	162.00	-	-
20161117	476117	INDUSTRIAL FABRICATORS	VEHICLE MAINT & SUPPLIES	75.00	75.00	-	-
20161117	476118	INGRAM LIBRARY SERVICES	BOOKS	2,279.58	2,279.58	-	-
20161117	476119	INTERMEDIX	REVENUE RECOVERY	5,512.47	-	-	5,512.47
20161117	476120	INTERSTATE RESCUE LLC	REPAIRS & MAINT - CONTRACT	323.40	323.40	-	-
20161117	476122	JAMES RIVER EQUIPMENT	MISCELLANEOUS SUPPLIES	2,150.00	-	-	2,150.00
20161117	476124	JOHN C WHITE SERVICES INC	VEHICLE MAINT & SUPPLIES	769.84	769.84	-	-

A/P DISTRIBUTION BY CHECK #

11/01/16 to 11/30/16

DATE	CHECK#	PAYEE	DESCRIPTION	TOTAL	GENERAL	CENTRAL	MISC
20161117	476126	KATELYN MASSEY	REIMBURSEMENT	44.00	44.00	-	-
20161117	476127	KAYLA CAMPBELL	REIMBURSEMENT	55.00	55.00	-	-
20161117	476128	KORMAN SIGNS	STREET SIGN SUPPLIES	893.26	893.26	-	-
20161117	476129	LAYMAN, DIENER, &	OFFICE SUPPLIES	82.00	82.00	-	-
20161117	476132	M&W PRINTERS	OFFICE SUPPLIES	583.14	583.14	-	-
20161117	476133	MANSFIELD OIL COMPANY	FUEL	12,880.16	11,274.35	-	1,605.81
20161117	476134	MARDEN PRESS	OFFICE SUPPLIES	260.00	260.00	-	-
20161117	476135	MARIE ROTHWELL	REIMBURSEMENT	84.24	84.24	-	-
20161117	476137	MARSH & MCLENNAN AGENCY	PROFESSIONAL SERVICE	916.67	916.67	-	-
20161117	476138	MARTIA HEVENER	REIMBURSEMENT	149.00	149.00	-	-
20161117	476141	MERRY MAIDS	CLEANING	220.00	220.00	-	-
20161117	476142	MICHAEL T GOINGS	REIMBURSEMENT	181.92	181.92	-	-
20161117	476143	MIDDLE RIVER REGIONAL JAIL	SERVICE AGREEMENT	483,564.42	413,448.92	-	70,515.50
20161117	476145	MIDWEST TAPE	BOOKS	394.23	394.23	-	-
20161117	476146	MILLER'S OFFICE PRODUCTS	OFFICE SUPPLIES	91.91	91.91	-	-
20161117	476151	NEW HOPE TELEPHONE	TELEPHONE SERVICE	358.35	358.35	-	-
20161117	476152	NOLAND COMPANY	MISCELLANEOUS SUPPLIES	156.17	156.17	-	-
20161117	476154	OCLC, INC	BOOKS	704.62	704.62	-	-
20161117	476155	OLIVIA K HATHAWAY	REIMBURSEMENT	49.50	49.50	-	-
20161117	476157	PETCO ANIMAL SUPPLIES INC	EVENT SUPPLIES	48.38	48.38	-	-
20161117	476158	QUEEN CITY CREATIVE	GART	892.50	892.50	-	-
20161117	476159	QUICK-LIVICK, INC.	CHARTER BUS	1,130.00	1,130.00	-	-
20161117	476160	RENEE G PULLEN	REIMBURSEMENT	829.01	829.01	-	-
20161117	476161	ROANOKE VALLEY ELEVATOR	REPAIRS & MAINT - CONTRACT	875.00	875.00	-	-
20161117	476163	RYAN SENSABAUGH	REIMBURSEMENT	55.00	55.00	-	-
20161117	476164	SARAH K BISER	REIMBURSEMENT	55.00	55.00	-	-
20161117	476165	SHEN.VALLEY OFFICE EQUIP.	OFFICE SUPPLIES	592.88	592.88	-	-
20161117	476166	SHENANDOAH AWARDS	GART	912.00	912.00	-	-
20161117	476167	SHENANDOAH VALLEY	DUES	200.00	200.00	-	-
20161117	476168	SHERWIN WILLIAMS	MISCELLANEOUS SUPPLIES	428.26	-	-	428.26
20161117	476169	SHORT CIRCUIT ELECTRONICS	VEHICLE MAINT & SUPPLIES	500.00	500.00	-	-
20161117	476171	STAUNTON FOODS, LLC	CARE PROGRAM SUPPLIES	124.77	124.77	-	-
20161117	476172	STONEWALL TECHNOLOGIES	DATA PROCESSING	5,000.00	5,000.00	-	-
20161117	476173	STRYKER MEDICAL	EMS SUPPLIES	2,730.86	2,730.86	-	-
20161117	476174	SUTPHEN CORP.	VEHICLE SUPPLIES	28.80	28.80	-	-
20161117	476175	SYCOM TECHNOLOGIES	AUTOMATION	62,453.00	-	-	62,453.00

AP DISTRIBUTION BY CHECK #

11/01/16 to 11/30/16

DATE	CHECK#	PAYEE	DESCRIPTION	TOTAL	GENERAL	CENTRAL	MISC
20161117	476176	TEL LANDMARK AUDIO	BOOKS	533.05	533.05	-	-
20161117	476177	THE NEWS LEADER	ADVERTISING	3,668.41	3,668.41	-	-
20161117	476178	THE NEWS VIRGINIAN	ADVERTISING	2,069.18	1,980.90	-	88.28
20161117	476179	THE WASHINGTON POST	NEWSPAPERS	125.60	125.60	-	-
20161117	476180	THOMAS W LONG	REIMBURSEMENT	293.22	293.22	-	-
20161117	476182	TREASURER OF VA	FEES	1,512.00	1,512.00	-	-
20161117	476183	TREASURER OF VIRGINIA	TELEPHONE SERVICE	3,158.71	2,228.50	7.80	922.41
20161117	476184	U. S. POSTAL SERVICE	POSTAGE	10,000.00	-	10,000.00	-
20161117	476185	UNITED PARCEL SERVICE	FREIGHT	24.86	24.86	-	-
20161117	476187	VALLEY BUILDING SUPPLY	MISCELLANEOUS SUPPLIES	783.07	679.00	-	104.07
20161117	476189	VALLEY PIKE BBQ CO	TRAVEL	140.50	140.50	-	-
20161117	476191	VERIZON	TELEPHONE SERVICE	56.14	56.14	-	-
20161117	476192	VERIZON	TELEPHONE SERVICE	14,467.23	11,889.64	1,668.37	909.22
20161117	476194	VIRGINIA BUSINESS SYSTEMS	COPIER CHARGES	246.12	246.12	-	-
20161117	476199	WASTE MANAGEMENT OF VA.-	REFUSE COLLECTION	2,959.34	2,501.82	457.52	-
20161117	476200	WHARTON ALDHIZER & WEAVER	GART	140.00	140.00	-	-
20161117	476202	XEROX FINANCIAL SERVICES	OFFICE SUPPLIES	447.91	447.91	-	-
20161117	476203	YOUNG HARDWARE, INC.	JANITORIAL SUPPLIES	64.97	64.97	-	-
20161117	476204	YOUNGS	MISCELLANEOUS SUPPLIES	77.81	77.81	-	-
20161117	476224	CONSULTING GATEWAY CORP.	GRANT	10,000.00	-	-	10,000.00
20161122	477440	VALLEY NISSAN	VEHICLE - DSS	19,174.40	-	19,174.40	-
20161122	477441	VALLEY NISSAN	VEHICLE - DSS	19,178.40	-	19,178.40	-
20161122	477442	VALLEY NISSAN	VEHICLE - DSS	19,836.65	-	19,836.65	-
20161122	477443	VALLEY NISSAN	VEHICLE - DSS	19,836.65	-	19,836.65	-
			TOTALS	4,792,732.58	899,882.86	131,066.07	3,761,783.65





TO CONVENE CLOSED SESSION

December 14, 2016

(In) MOTION: \_\_\_\_\_ SECOND: \_\_\_\_\_ VOTE: \_\_\_\_\_

(Out) \_\_\_\_\_

(Certify) \_\_\_\_\_

I move that the Board of Supervisors of Augusta County convene in closed session pursuant to:

(1) the personnel exemption under Virginia Code § 2.2-3711(A) (1) [discussion, consideration or interviews of (a) prospective candidates for employment, or (b) assignment, appointment, promotion, performance, demotion, salaries, disciplining or resignation of specific employees]:

- a) Recycling Committee
- b) Library Board

(2) the real property exemption under Virginia Code § 2.2-3711(A) (3) [discussion of the acquisition for a public purpose, or disposition, of real property]:

- a) Buffalo Gap Property

