

DATE	TIME	NOTICE OF PUBLIC MEETINGS EVENT/PLACE **	PERSONS ATTENDING
May 4	8:30 a.m. 1:30 p.m.	BZA STAFF BRIEING BZA	
May 8	1:30 p.m.	ACSA	Pyles, Bragg & Shull
May 9	4:00 p.m.	PLANNING COMMISSION WORKSESSION	
May 10	3:00 p.m. 7:00 p.m.	ORDINANCE COMMITTEE BOS MEETING	Shull & Bragg All Members
May 15	7:00 p.m.	RECYCLING COMMITTEE	Pattie
May 16	10:00 a.m.	VPAS (W'boro Senior Center)	
May 17	7:00 p.m.	PARKS & RECREATION COMMISSIONS	Coleman
May 18	11:00 a.m.	ECONOMIC DEVELOPMENT AUTHORITY	
May 22	10:30 a.m. 1:30 p.m.	SPECIAL BOS MEETING STAFF BRIEFING	All Members All Members
May 23	8:30 a.m. 7:00 p.m.	DEPARTMENT OF SOCIAL SERVICES AUGUSTA COUNTY EMERGENCY SERVICES OFFICERS	Garber Pyles & Kelley
May 24	7:00 p.m.	BOS MEETING	All Members
May 25	4:00 p.m.	LIBRARY BOARD-(Fishersville)	Pattie
June 4	9:30 a.m. 1:30 p.m.	BZA STAFF BRIEFING BZA	
June 5	1:30 p.m.	CMPT	
June 7	10:00 a.m.	MPO POLICY BOARD	Coleman
June 12	1:30 p.m.	ACSA	Pyles, Bragg & Shull
June 13	7:00 p.m.	PLANNING COMMISSION	
June 14	3:00 p.m. 7:00 p.m.	ORDINANCE COMMITTEE BOS MEETING	Shull & Bragg All Members
June 20	5:30 p.m.	CAP-SAW	Pyles & Coleman
June 21	7:00 p.m.	PARKS & REC COMMISSION	Coleman
June 26	10:00 a.m. 11:30 a.m. 1:30 p.m.	ECONOMIC DEVELOPMENT COMMITTEE EMERGENCY SERVICES COMMITTEE STAFF BRIEFING	Pyles & Kelley Pyles & Kelley All Members
June 27	8:30 a.m. 2:00 p.m.	DEPARTMENT OF SOCIAL SERVICES JAIL AUTHORITY	Garber
June 28	7:00 p.m.	BOS MEETING	All Members

DATE: May 4, 2017
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, MAY 10, 2017, at 7:00 p.m.

Government Center, Verona, VA

ITEM NO.	DESCRIPTION
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. <u>PUBLIC HEARING:</u>
5-01	<u>ELLIOTT STREET UTILITY EASEMENT REQUEST (SEE ATTACHED)</u> Consider a request from Paxnfaith Investments, LLC for a 12 foot easement along the Elliot Street right-of-way (adjacent to TM54A (2) Block 3, Lots 1,3,4,5,6). ** (END OF PUBLIC HEARINGS) **
5-02	<u>MATTERS TO BE PRESENTED BY THE PUBLIC</u>
5-03	<u>VERONA COMMUNITY FOOD PANTRY FUNDING REQUEST (SEE ATTACHED)</u> Consider funding request for insulation repairs. Funding: Beverley Manor Infrastructure 80000-8011-83 \$2,000.00
5-04	<u>BLOOMAKER (SEE ATTACHED)</u> Consider request for performance agreement extension.
5-05	<u>SHAMROCK (SEE ATTACHED)</u> Discuss AFID Performance Agreement.
5-06	<u>VA BUSINESS READY SITES PROGRAM SITE DEVELOPMENT (SEE ATTACHED)</u> Discuss the site development application for Blue Mountain. Funding Source: 70-80000-8145 Amount TBD
5-07	<u>COURTHOUSE</u> Discuss courthouse alternatives.

5-08 **WAIVERS**

5-09 **CONSENT AGENDA (SEE ATTACHED)**

5-09.1 **MINUTES**

Consider minutes of the following meetings:

- Regular Meeting, Wednesday, April 12, 2017
- Staff Briefing, Monday, April 24, 2017

5-09.2 **CLAIMS**

Consider claims paid since April 1, 2017.

(END OF CONSENT AGENDA)

5-10 **MATTERS TO BE PRESENTED BY THE BOARD**

5-11 **MATTERS TO BE PRESENTED BY STAFF**




COUNTY OF AUGUSTA
 COMMONWEALTH OF VIRGINIA
 DEPARTMENT OF COMMUNITY DEVELOPMENT
 P.O. BOX 590
 COUNTY GOVERNMENT CENTER
 VERONA, VA 24482-0590



MEMORANDUM

TO: Board of Supervisors

DATE: April 24, 2017

FROM: John R. Wilkinson, Director of Community Development 

COPY: Timmy Fitzgerald, County Administrator

SUBJECT: Elliott Street Utility Easement Request

Mr. Bucky Cox, agent for Paxnfaith Investments, LLC., has requested Board of Supervisors approval for a twelve foot (12') utility easement to install water and sewer lines in the County's right-of-way along the east side of Elliott Street in the Beverley Village Subdivision (plat dated 1938). The utility easement would provide water and sewer to four (4) new dwellings having frontage on Elliott Street located in the Urban Service Area and shown on the attached plat, identified as Tax Map 54A (2) Block 3, and lots 3, 4, 5, and 6.

Existing lots located within the Urban Service Area are required by Chapter 24 to connect to public water and sewer if available from the Augusta County Service Authority. Public water and sewer main lines are available to Bartley Street, but have not been extended and are not adjacent to the 4 lots on Elliott Street. Typically, developers and builders place the utility lines within easements through private property to reach the main line and not in the County's public right-of-way or under streets, so that there will be no issues in the future when servicing these private lines. The applicant feels that the depth of these four lots are not adequate to install the sewer lines in the front yards, along with the storage tank and pump system required to pump the effluent up to the public main line on Bartley Street, and that he will also need an easement from the owner of the corner lot to reach the sewer main.

Elliott Street is located on a public right-of-way, but the street has never been improved or accepted into the VDOT system for maintenance. The applicant feels that considering the location and small size of the subdivision, that Elliott Street may never be improved or accepted into the VDOT maintenance system, therefore, the easement should not cause an issue with the County right-of-way.

Staunton (540) 245-5700

TOLL FREE NUMBERS

Waynesboro (540) 942-5113

From Deerfield (540) 939-4111

From Bridgewater, Grottoes

Harrisonburg, Mt. Solon & Weyers Cave (540) 828-6205

FAX (540) 245-5066

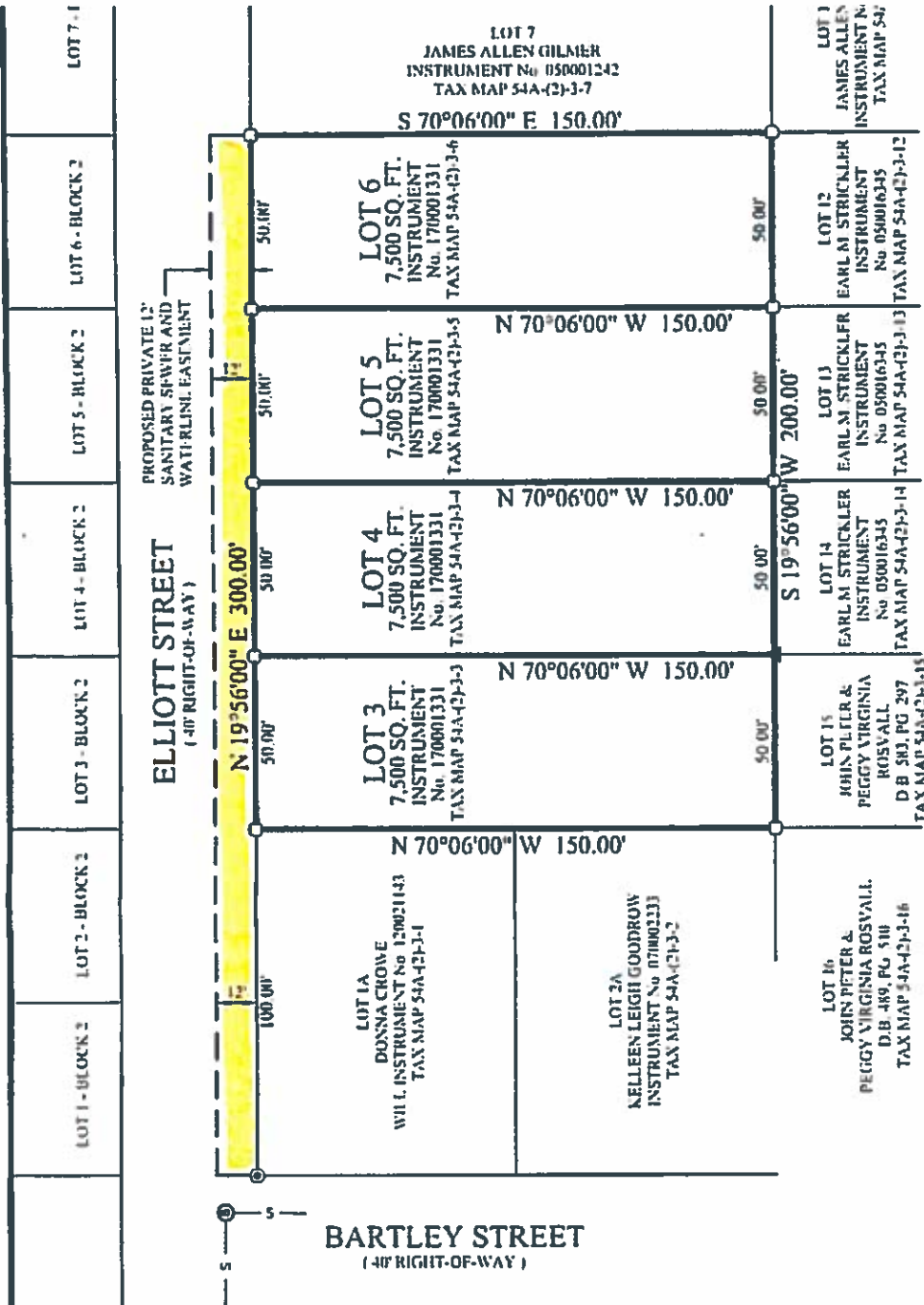
NOTES:

1. DATUM AS SHOWN HEREON IS ACCORDING TO RECORDED INFORMATION AND A CURRENT FIELD SURVEY
2. BEARINGS ARE ROTATED TO PLAT RECORDED IN DEED BOOK 246, PAGE 478
3. NO TITLE REPORT HAS BEEN FURNISHED.
4. ANY EASEMENT SHOWN HEREON IS BASED ON RECORDED INFORMATION. THIS PROPERTY MAY BE EXPRESSLY SUBJECT TO EASEMENTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN DULY RECORDED DEEDS, PLATS AND OTHER INSTRUMENTS CONSTITUTING CONSTRUCTIVE NOTICE IN THE CHAIN OF TITLE TO THE PROPERTY HEREBY SURVEYED THAT ARE NOT SHOWN. THIS PROPERTY MAY BE SUBJECT TO OTHER EASEMENTS NOT OF PUBLIC RECORD
5. LOT 3, LOT 4, LOT 5, AND LOT 6 ARE PRESENTLY IN THE NAME OF PAXNIA WITH INVESTMENTS, LLC.

PLAT SHOWING A PROPOSED PRIVATE 12' SANITARY SEWER AND WATERLINE EASEMENT FOR THE BENEFIT OF LOT 3 THRU LOT 6, BLOCK 3, BEVERLEY VILLAGE

PASTURES DISTRICT, AUGUSTA COUNTY, VIRGINIA
 SCALE: 1" = 40'
 APRIL 5, 2017

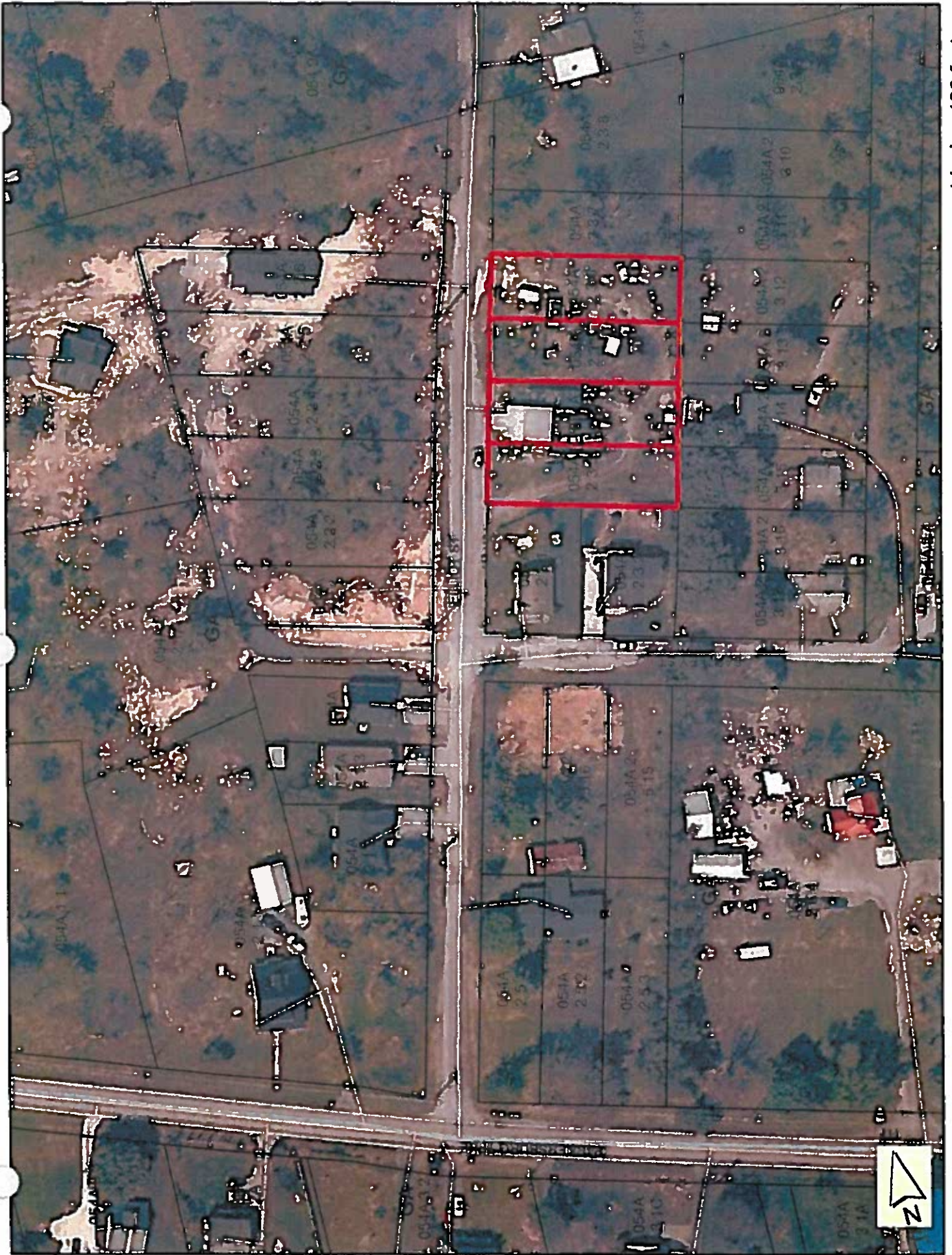
Lotts & Associates, P.C.
 Land Surveying - Land Planning
 21 Cambridge Drive • P.O. Box 1167
 Shavers Fork, Virginia 24477
 Phone (540) 337-0012 Fax (540) 337-1455



LEGEND

- SANITARY SEWER MANHOLE
- IRON PIN FOUND
- ▲ IRON PIPE FOUND

COMMONWEALTH OF VIRGINIA
 BARRY E. LO
 DRAFT
 Lic. No. 001621
 04/05/2017
 LAND SURVEYOR



1 inch = 100 feet



**Augusta County Service Authority
Department of Engineering
Memorandum**

To: Timothy Fitzgerald, County Administrator
CC: Ken Fanfoni, ACSA Executive Director
From: William Monroe, Director of Engineering
Date: April 14, 2017
Subject: Provision of Water/Sewer services in in Urban Service/Comm. Dev. Areas,
Water & Sewer Connections, Elliot Street (Pastures District)
TM#s 054A-2-3-3, 4, 5, 6

The Augusta County Service Authority Board of Directors requested that this memo be sent to the Board of Supervisors regarding the provision of water and sewer service to Urban Service Areas (USA) and Community Development Areas (CDA). Recently, building permit applications were received by the County for 4 lots on Elliot Street, north of Bartley Street in the Blackburn Area. The lots are in the USA. The applicant indicated on the permit applications that the proposed homes would be served by public water and sewer. A review by Service Authority staff determined that public water and sewer mains were not adjacent to the lot and were not accessible without a public extension or private easements and lines for each lot. Following a meeting with the builder, County Staff, and Mr. Pyles, it was determined that public extensions of the water and sewer were infeasible at this time and the lots may be served by the public system through extension of private lines and installation of individual sewer pumps installed by the builder. This would require that the builder obtain legal access to the public lines by easements or use of County right-of-way. The builder is pursuing use of the County right-of-way for installation of these lines. This is similar to how 6 lots on the opposite side Elliot Street were handled in 2014, with the exception that the 11 private water and sewer lines installed at that time were placed in a private easement.

In this same area, there are approximately 20-25 additional, existing lots that do not have direct access to public water and sewer and are too small for private drainfield systems, unless combined with adjacent lots. Because the lots are existing, no development plan is required, which would typically address the installation of utilities, roads, drainage, etc., making the responsibility for the installation of the infrastructure unclear. Being located in an USA requires that new structures connect to public water and sewer, unless waived in accordance with County Ordinance and Policy. In the Blackburn area discussed above, providing clusters of connections for the existing lots may be physically impossible because of the space requirements for each connection at the mains. Buried groups of private lines could also create a difficult situation for the buyers in the future when maintenance is required. Due to topography in this area, the extension of only public sewer lines to these remaining lots would exceed \$250,000 and require the acquisition of easements.

The Board of Directors reviewed Service Authority policies regarding financial participation in the extension of water and sewer mains for development related activities and the County's Goals, Objectives, and Policies for how water and sewer may be extended into growth areas from the 2007 Comprehensive Plan. The Board also discussed the role of the Service Authority in supporting the Augusta County Comprehensive Plan, which consists of providing treatment plants, water storage tanks, pumping systems, oversizing of mains, and other system improvements needed to support growth in the County. In general, the Board did not support the expenditure of Service Authority funds for the sole purpose of supporting individual developer related projects and suggested that the County Board of Supervisors review some Comprehensive Plan Areas and consider changing policy area designations or allocating funding to support the expansion of utilities in the development areas if this is deemed appropriate and beneficial to the County's goals.

COUNTY OF AUGUSTA, VA.

BOARD OF SUPERVISORS

MARSHALL W. PATTIE
North River

GERALD W. GARBER
Middle River

TRACY C. PYLES, JR.
Pastures

TERRY L. KELLEY, JR.
Beverley Manor

WENDELL L. COLEMAN
Wayne

MICHAEL L. SHULL
Riverheads

CAROLYN S. BRAGG
South River



REGULAR AGENDA ITEM NO. 5-03

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

17-055
MEMORANDUM

TO: Timothy K. Fitzgerald, County Administrator

FROM: Candy J. Hensley, Assistant to the County Administrator *Candy*

DATE: April 27, 2017

SUBJECT: Verona Community Food Pantry Funding Request

Verona Community Food Pantry (Food Pantry) currently leases the northern portion of the Social Services building in order to provide their services to the community. As part of their lease, they provide up-keep and maintenance to their leased area. The County provides them space, rent free and currently pays their utility costs.

There are repairs needed to the insulation of the building. The insulation is torn and non-existent in some places. There are also areas where the building is not sealed along the ground. Attached are pictures.

The Food Pantry has obtained a quote from Davenport Insulation in the amount of \$2,000.00. The Food Pantry has requested that the County consider funding this amount. The quote is attached.

Projects that occur on property leased by the County are typically the leasee's responsibility. However, funds can be considered from Board member infrastructure accounts. Repairs to leased County property has been partially or fully funded from infrastructure accounts, if Board members desire.

Staff has communicated with Terry Kelley, Beverley Manor District Supervisor and Gerald Garber, Middle River District Supervisor. Funds are being proposed from the Beverley Manor Infrastructure account #80000-8011-83.

Please schedule for the next available Board of Supervisors meeting.

Verona Community Food Pantry

Pictures of existing insulation - 4/27/17





P. O. Box 187

Verona, Virginia 24482

(540) 430-2844

vcpf15@gmail.com

April 13, 2017

Candy J. Hensley
Augusta County Government Center
P. O. Box 590
Verona, VA 24482

Dear Candy,

The Verona Community Food Pantry has received a quote from Davenport & Valley Insulation to spray a 1 inch foam insulation from the floor up 7 feet more or less. This quote will include approximately 168 linear feet of interior wall space. We have been quoted \$2,000.00 to perform this work.

As our discussion last week, you, Gerald Garber and myself, it appeared that the above amount could probably be raised by the county. If this project is approved, it would improve the appearance and help in reducing the utility cost for the county.

I will await your confirmation before proceeding with this project. Thanks in advance for your consideration. It's been a pleasure working with you on various projects since becoming President for the VCFP.

Sincerely yours,

A handwritten signature in black ink that reads 'Cecil Wright'.

Cecil Wright, President
Verona Community Food Pantry



Davenport & Valley Insulation
 Lic# VG GC 2705074426
 1345 New Hope Rd Waynesboro, VA 22980
 Tel: 540-941-7670, Fax: 540-941-7672

WORK AGREEMENT

TO: CECEL WRIGHT	RE: VERONA COMMUNITY FOOD PANTRY/ INS	
Address: PO BOX 187, VERONA, VA, 24482	Address: VERONA COMMUNITY FOOD PANTRY VERONA, AUGUSTA, VA, 24482	
Attn:	Date: 03/17/2017	Expiration Date: 06/15/2017
Tel: (540) 810-7088	Estimator: Smith, Cory	
Fax:	Quote #: 72201966	Version 1 of 1
	Division #: 527 - WAYNESBORO DVI - NEW HOPE	

Subject to the terms and conditions stated in this agreement, Company is willing to furnish to Customer all material and labor required for the Scope of Work described below:

Scope of Work (the "Work") to be performed:		
Draft stop, fire block, fire stop (UBC 708.2.1 et seq., formerly 2516(f), or locally adopted equivalent), and fire rated caulking are not included within Contractor's Work unless specifically listed below.		
<i>Plan #:</i> NA NA		<i>Trade:</i> INSULATION
Work Area	Product	Notes
EXTERIOR WALLS	NOM. 1" CLOSED CELL FOAM R-7	
Base Price: _____	\$2,000.00	Additional Information:
Options		<u>Initial</u>
EXTERIOR WALLS	NOM. 1" CLOSED CELL FOAM R-7	
		+ \$600.00

For open or closed cell foams applications, people and pets must vacate premises for 24 hours.



Davenport & Valley Insulation
 Lic# VG GC 2705074426
 1345 New Hope Rd Waynesboro, VA 22980
 Tel: 540-941-7670, Fax: 540-941-7672

WORK AGREEMENT

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Tel: (540) 810-7088		Estimator: Smith, Cory	
Fax:		Quote #: 72201966	Version 1 of 1
		Division #: 527 - WAYNESBORO DVI - NEW HOPE	

Total Contract Price: \$ _____ (Taxes not included) Down Payment Received: \$ _____
 Read the reverse side of this agreement. It contains important provisions. This offer expires if not accepted on or before the Expiration Date stated above. By signing below, you acknowledge (1) receipt of a fully completed copy of this agreement and, (2) that you have been provided with and read the Department of Professional and Occupational Regulation statement of protection.

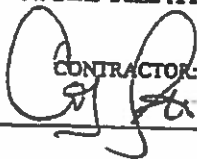
BUYER'S RIGHT TO CANCEL

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

CUSTOMER:

Date: _____

By: _____

CONTRACTOR:
 By:  Salesman

 Cut here if you want to send this Notice

NOTICE OF CANCELLATION

Date of transaction: _____

You may CANCEL this transaction, without any Penalty or Obligation, within THREE (3) BUSINESS DAYS from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN (10) BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within twenty (20) days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to the _____ <Contractor> at _____ <address>

**NOT LATER THAN MIDNIGHT OF _____
 I HEREBY CANCEL THIS TRANSACTION.**

Date: _____ Buyer's Signature: _____

1. **LIMITED WARRANTY.** Except as otherwise required by law, Contractor warrants that its Work will be free from defects in material and workmanship for one year from the date of completion of the installation subject to the terms below. Contractor makes no warranties regarding products sold but assigns to you any manufacturer warranties relating to the product. **THIS EXPRESS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** This limited warranty does not cover damages relating to (a) accident, misuse, abuse, neglect, or normal wear and tear; (b) failure to use or maintain the product in accordance with manufacturer's instructions; and (c) alteration, repair or attempted repair by anyone other than Contractor or its authorized representative. You shall be solely responsible for the correctness of the plans and specifications and shall release and hold harmless Contractor from any damages resulting from improper, inadequate or vague information supplied by you. Contractor does not take on any obligation to inspect or evaluate the work of other parties in any manner or aspect. This warranty is not transferable.
2. **INSURANCE.** Contractor shall maintain workers' compensation (employer liability) insurance, as required by law, and \$1,000,000 in general liability insurance while performing the Work. Contractor reserves the right to be self insured to the extent allowed by applicable law.
3. **LIMITATION OF REMEDIES.** Your sole and exclusive remedy against Contractor for any and all claims for damages arising out of or alleged to have arisen out of the Work will be limited to the repair or replacement by Contractor, at Contractor's option, of any nonconforming Work or to the issuance of a credit for such nonconforming Work in accordance with these terms and conditions. You must give written notice to Contractor of any claim with respect to the Work. Contractor must be given a reasonable opportunity to inspect the Work within 30 days after Contractor's receipt of the notice and confirm such nonconformity. This exclusive remedy shall not be deemed to have failed of its essential purpose if Contractor repairs or replaces the nonconforming work. If you fail to give the required notice and/or fail to allow Contractor the required opportunity to inspect, you waive any and all rights for damages and/or correction of work against Contractor. This Limitations of Remedies may be pled as a complete bar to any action in violation of this clause.
4. **LIMITATIONS ON ACTIONS AND LIABILITY.** To the extent permitted by law, all claims and/or lawsuits including but not limited to claims or lawsuits for indemnity and/or contribution against Contractor arising under this agreement must be made within 13 months from the date of completion of the installation. **CONTRACTOR DISCLAIMS ALL LIABILITY FOR ANY AND ALL DAMAGE WHICH MIGHT BE SUSTAINED BY ANY PERSON WHO MAY BE ALLERGIC TO OR AFFECTED BY THE EMANATION OF PARTICLES FROM CERTAIN TYPES OF INSULATION. THE MAXIMUM LIABILITY, IF ANY, OF CONTRACTOR FOR ALL DAMAGES OF ANY KIND UNDER ANY THEORY WITH RESPECT TO THE PRODUCTS OR ITS SERVICES IS LIMITED TO THE PAID CONTRACT PRICE. IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, LIQUIDATED, OR SPECIAL DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE RIGHT TO RECOVER DAMAGES WITHIN THE LIMITATIONS SPECIFIED IS YOUR EXCLUSIVE REMEDY IN THE EVENT THAT ANY OTHER CONTRACTUAL REMEDY FAILS OF ITS ESSENTIAL PURPOSE.**
5. **COMPLIANCE WITH LAWS.** Contractor will comply with all local requirements for building permits, inspections, and zoning, as applicable.
6. **TERMS AND SHIPMENT.** Past due payments are, at Contractor's option, subject to interest at 1.5% per month (18% per annum) to the extent permitted by law. You agree to receive (or permit Contractor to receive) near the work site, any materials needed to complete the Work. All shipments shall be C.O.D. You agree to protect such materials from damage or loss and provide Contractor, free of charge, with reasonable use of utilities, storage space, and available elevators and hoists as needed. Title to any materials will only transfer to you when Contractor receives payment in full. Contractor may charge you a fee and its actual expenses if the job site is not ready for work on the date you specify.
7. **FORCE MAJEURE.** CONTRACTOR SHALL NOT BE LIABLE FOR ANY DELAY, FAILURES, OR DEFAULT IN PERFORMANCE OF THIS AGREEMENT OR OTHERWISE, IN WHOLE OR IN PART, CAUSED BY THE OCCURRENCE OF ANY CONTINGENCY BEYOND THE CONTROL OF CONTRACTOR. If any contingency occurs, Contractor may allocate production, deliveries, and performance of work among its customers or substitute substantially similar materials, in its sole discretion, without liability for doing so.
8. **CREDIT APPROVAL.** Shipment and delivery of goods and performance of work shall at all times be subject to the approval of Contractor's credit department and Contractor may at any time decline to make any shipment or delivery or perform any work except upon receipt of payment or upon terms and conditions or security satisfactory to Contractor. By signing this agreement, you authorize Contractor to check your credit and references.
9. **DISPUTES AND MANDATORY MEDIATION.** In the event that a dispute arises over the reasonableness of or entitlement to fees charged by Contractor, the prevailing party will be entitled to reasonable attorneys fees and costs. In all other disputes of any nature, each party shall pay its own fees and costs. Except as required to protect confidential information and to obtain preliminary injunctive relief to prevent irreparable harm, you and the Contractor agree to engage in facilitative mediation of any and all disputes related to this agreement prior to initiating any legal action. If the parties cannot agree upon a facilitative mediator within 30 days of when the dispute arose, one will be selected pursuant to the Commercial Mediation Rules of the American Arbitration Association. Each party will share equally the fees of the facilitative mediator and other shared mediation costs.
10. **INSULATION DOES NOT PREVENT FROZEN PIPES.** Insulating around water lines in an unconditioned or semi-conditioned area will not prevent pipes from freezing or accumulating condensation. To decrease the possibility of frozen pipes, locate any water pipes within a conditioned area, such as internal walls rather than external walls. If you do not locate the pipes within an internal wall, you hold Contractor harmless and release Contractor from any claims relating to frozen or burst pipes.
11. **ENTIRE AGREEMENT.** This is the entire agreement between us relating to the Work and may only be waived or changed by a document signed by both of us. If any provision of this agreement is not enforceable, that provision shall be effective only to the extent permitted by law and all other provisions of this agreement shall remain. The laws of the State where the Work is performed govern this agreement.
12. **CANCELLATION.** If you choose to send in the notice on the front of this agreement, save the notice below for your reference.

NOTICE OF CANCELLATION

Date of transaction: _____

You may CANCEL this transaction, without any Penalty or Obligation, within **THREE (3) BUSINESS DAYS** from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within **TEN (10) BUSINESS DAYS** following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable to performance of all obligations under the contract. To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to the _____ <Contractor> at _____ <address> NOT LATER THAN MIDNIGHT OF _____.

I HEREBY CANCEL THIS TRANSACTION.

Date: _____ Buyer's Signature: _____

STATEMENT OF CONSUMER PROTECTION

THIS CONSUMER PROTECTION SHEET IS PROVIDED THROUGH THE BOARD FOR CONTRACTORS AND MAY BE REPRODUCED BUT NOT ALTERED.

If you are about to engage the services of a contractor in the state of Virginia, you should be aware of the state's problem for the regulation of this occupation by licensing or certifying these businesses.

Any contractor who undertakes a project the total value of which is \$70,000 or more is required to have a valid Class A license issued by the Board for Contractors. Any contractor who undertakes a project the total value of which is over \$7,500 but less than \$70,000 must have a valid Class B license. A licensed contractor has met standards established by the Board for Contractors to ensure that the licensee possesses the character, knowledge, and skills necessary to practice without harm to the public.

Any contractor who undertakes a project the total value of which is more than \$1,000 but no more than \$7,500 is required to have a valid Class C certificate. Class C certification requires that the contractor submit information to the Board for Contractors concerning the location, nature, and operation of the business, as well as evidence of experience and information on the applicant's credit history. Contractors who work in the plumbing, electrical or heating/ventilation/air-conditioning trades must have either a Class A or Class B license, according to project amount.

Before signing any contract, you should ask to see the license/certificate or the pocket card issued with the license/certificate and check to be sure that it has not expired and that the contractor is working within the limits of his licensure or certification.

The authority of the Board for Contractors to discipline these licensed or certified contractors is limited to specific violations of the law and/or regulations of the board, such as written citations from the local building inspectors for violations of the Virginia Uniform Statewide Building Code or practices which constitute abandonment, gross negligence, continued incompetence, or misconduct in the practice of the profession. In such cases disciplinary action by the board is limited to fines and/or revocation or suspension of the contractor's license or certification, and such action can only be taken after a hearing or with the consent of the licensee/certificate holder and his agreement to waive his right to a hearing.

The board does not have the authority to order a licensee/certificate holder to make restitution to you for losses you may have incurred due to the contractor's poor performance; efforts to recover such funds must be made through the civil courts. If you are planning to take action against the contractor, you should contact the Board for Contractors at (804) 367-8561 in order to receive information about the Virginia Contractors Transaction Recovery Fund and the procedures for applying to recover from the fund if you are unable to collect after judgment is awarded in court.

Issues involving cosmetic defects in workmanship must be resolved by the negotiation between you and your contractor or civil action to enforce the terms of your contract if necessary. You should be careful in reviewing the contract before signing it in order to be sure that the terms of the agreement are clear and acceptable to you. You should know that, customarily, the initial down payment is no more than 30% of the total value of the contract and that, if you are dissatisfied with the work performed by the sub-contractors, you may hold the general contractor responsible. Finally, remember that, in accordance with the Virginia Home Solicitation Act (§59.1-21.1 et seq. of the Code of Virginia), you have a three-day right to cancel a contract which you have negotiated in your home. (For more precise information about the application of this law, see the Code of Virginia or seek legal advice.)

Should you have reason to believe that your contractor may not have complied with the rules and regulations of the Board for Contractors, you should notify the Department of Professional and Occupational Regulation by calling (804) 367-8504 or write to the following address: Department of Professional and Occupational Regulation, Enforcement Division, 3600 West Broad Street, Richmond, Virginia 23230-4917.

The aforementioned information is not intended to be an exhaustive list of the remedies available to you through your local government or other agencies. If you need additional assistance, call the Virginia Department of Agriculture and Consumer Services, Citizens Assistance number at (804) 786-2042, or write to the following address: Department of Agriculture and Consumer Services, Washington Building Capital Square, 1108 Bank Street, Room 101, Richmond, Virginia 23219.



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 Chair and Members of the Board of Supervisors
FROM: Amanda N. Glover, Economic Development Director
CC: Tim Fitzgerald, Augusta County Administrator
DATE: May 10, 2017
RE: Bloomaker AFID Performance Agreement Extension

Background:

In 2014, to support Bloomaker's \$2 million expansion of its greenhouse facility in Stuarts Draft, the Governor awarded a \$50,000 grant from the Agriculture and Forestry Industries Development (AFID) Fund and Augusta County provided a \$50,000 match. At Bloomaker's request, the combined \$100,000 grant was provided to Columbia Gas of Virginia to help extend a gas line to Bloomaker's facility. A performance agreement was executed and Bloomaker committed to a \$2 million investment, the creation of 98 full-time equivalent jobs (FTEs), and growth in the production of Virginia-grown flowers/plants from \$10,000,000 in sales to \$17,660,000 in sales. The performance date to accomplish these commitments is July 1, 2017 and annual status reports are required to monitor attainment.

(continued on next page)

Performance Targets Attainment:

As of the Year 2 status report, the following targets had been attained:

Performance Measures	Baseline as of Award	Proposed Targets	Year 1	Year 2	Cumulative	% Complete
Capital Investment	\$0	\$2,000,000	\$2,000,000	0	\$2,000,000	100%
New Jobs	Full-Time: 5 FTEs: 16 Total: 21	Full-Time: 8 FTEs: 90 Total: 98	Full-Time: 3 FTEs: 40 Total: 43	Full-Time: 5 FTEs: 9 Total: 14	Full-Time: 8 FTEs: 49 Total: 57	58%
Virginia-sales	\$10,000,000 in plant sales	\$17,660,000 in net new plant sales	\$10,315,000 in plant sales Net increase of \$315,000	\$11,643,206 in plant sales Net increase of \$1,643,206	Net increase of \$1,958,206	11%

Based on the numbers in the Year 2 report (shown above), Virginia sales are 11% complete, new jobs are 58% complete, and Capital Investment is 100% complete. Per the Performance Agreement, if any of the three (3) performance targets are less than 50% by the Performance Date, a full clawback/repayment of AFID funds is required. If the company meets at least 50% of all performance targets but less than 90% of any of the targets, the company must repay the remaining portion of the AFID funds allocated to the target(s) not met. The sales and new jobs targets are lower than expected due to unexpected issue with the Port of Virginia to transport the amaryllis bulbs from Brazil. The Port of Virginia does not have a certified Inspector for this particular product. To continue sales, the company partnered with another location in New York and the product is now being shipped to New York's Port. This change affected the product sales and number of jobs coming into Virginia. Activities are in the works to address this issue: a visit to the Port of Virginia was scheduled in early March but had to be rescheduled due to inclement weather and a meeting with local, regional, state, and federal government officials had to be postponed because that meeting needs to follow the Port of Virginia visit.

Performance Date Extension Process:

Bloomaker USA is making strides towards meeting the Virginia sales target, with plans of expanding soon, but there is concern whether the company will meet attainment by the Performance Date of July 1, 2017. To accommodate Bloomaker's ongoing efforts and to avoid repayment of the grant funds, the suggested next step is an extension to allow time to at least reach the 50% baseline to avoid a full clawback. An extension requires the following steps:

- The company (Bloomaker USA) must submit a written request for the extension to the locality which must include the reason for the extension and how many months the company would need. Per Section 1 of the Performance Agreement (under "Performance Date" definition – page 2), the company can request up to

15 months following the Performance Date. With an extension, the Year 3 annual report will still be due October 1, 2017 to cover the reporting period ending July 1, 2017 and an additional report will be due 30 days after the extension period. **See attached letter from Bloomaker which requests a 15-month extension.**

- If the Performance Date is extended, the locality, in consultation with the Economic Development Authority, must send a letter in writing granting the extension to the company which must include the date to which the Performance Date has been extended. If a 15-month extension is approved, the new Performance Date would be October 1, 2018.
- Copies of the company's extension request letter and the locality's approval letter must be forwarded to the Virginia Department of Agriculture and Consumer Services (VDACS) by June 15, 2017 so that VDACS can confirm that the process is completed before the existing Performance Date of July 1, 2017.

Consideration:

With concurrence of the Economic Development Authority, authorize the 15-month extension of Bloomaker's AFID Performance Date to October 1, 2018 and authorize the County Administrator and the Economic Development Director to execute and deliver the extension notification letter to Bloomaker and VDACS.



566 Kindig Road
Waynesboro, VA 22980

Phone : (540) 946-6529
Fax : (540) 526-9376
Email : info@bloomaker.com

April 28, 2017

Augusta County Economic Development
PO BOX 590
18 Government Center Lane
Verona, VA 24482

To Whom It May Concern,

We would like to request an extension for performance date on the AFID Facility Grant Bloomaker USA received. Per Section 1 of the Performance Agreement, we have the ability to request an extension up to 15 months following the performance date. We would like to request the full 15 months to be sure we are able to meet the performance targets.

We request the extension due to an unexpected issue with the Port of Virginia to transport the amaryllis from Brazil. We were not able to import a high number of bulbs because of the high freight costs from New York to Virginia. This change was unexpected and affected sales and number of jobs in Virginia.

With the extension, we are enthusiastic that we will be able to meet the performance target.

We look forward to hearing from you regarding our request. Thank you very much for your help in making Bloomaker USA successful a business in Augusta County.

Sincerely,

A handwritten signature in black ink, appearing to read "Joep Paternostre". The signature is stylized and somewhat cursive.


Joep Paternostre
Owner/CEO



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 

DATE: May 10, 2017

RE: Shamrock Farms – Agreements to facilitate incentive package for expansion

As announced on March 29, 2017, Shamrock Farms committed to expand its operation in Augusta County. With this expansion, Shamrock Farms will quadruple its current purchases of Virginia agricultural products by sourcing an additional \$24 million in Virginia milk.

The expansion will include a \$43.9 million investment in capital expenditures dedicated to \$30.9 million in machinery and equipment and \$13 million in site and building improvements. Seventy-eight full time jobs will be created over the next 36 months.

As you will recall, part of the incentive package that secured this expansion included a \$400,000 grant from the Agriculture and Forestry Industries Development (AFID) Fund as well as a \$400,000 Virginia Investment Partnership (VIP) grant. The Virginia Jobs Investment Program (VJIP) has agreed to provide \$58,500. The Board of Supervisors agreed to match these grants with an additional \$458,500, as required by the grants.

Staff has prepared the following attached documents for your review and consideration which will facilitate the incentive package:

1. Performance agreement among the County, the Economic Development Authority, and Shamrock Farms
2. Contribution agreement between the County and the Economic Development Authority

3. Internal TIF Resolution

According to the Code of Virginia §15.2-4905, paragraphs 12 and 13, the state grant can go directly from the Commonwealth of Virginia to the Economic Development Authority of Augusta County. The attached performance agreement has been structured to facilitate this arrangement and is a three-party agreement among the County, the EDA, and Shamrock farms. The Economic Development Authority will consider these same documents at its regularly scheduled meeting on May 18, 2017.

If the Board is inclined to proceed with consideration of this performance agreement at the regular meeting on May 10, 2017, suggested motions are provided below:

I move to authorize the Chair of the Augusta County Board of Supervisors to execute and deliver a Performance Agreement among the County of Augusta, Shamrock Farms, and the Economic Development Authority of the County of Augusta subject to revisions approved by legal counsel.

I move to authorize the Chair of the Augusta County Board of Supervisors to execute and deliver a Contribution Agreement among the County of Augusta and the Economic Development Authority of the County of Augusta subject to revisions approved by legal counsel.

I move to approve the internal TIF resolution.

I will be happy to answer additional questions at the Board of Supervisors meeting on May 10, 2017

**GOVERNOR'S AGRICULTURE & FORESTRY INDUSTRIES DEVELOPMENT
FUND**

PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** (the "Agreement") made and entered this ____ day of May, 2017, by and among the **COUNTY OF AUGUSTA, VIRGINIA** (the "Locality") a political subdivision of the Commonwealth of Virginia (the "Commonwealth"), and **SHAMROCK FOODS COMPANY dba SHAMROCK FARMS** (the "Company"), an Arizona corporation authorized to transact business in the Commonwealth, and the **ECONOMIC DEVELOPMENT AUTHORITY OF AUGUSTA COUNTY** (the "Authority"), a political subdivision of the Commonwealth.

WITNESSETH:

WHEREAS, the Locality has been awarded a grant of and expects to receive \$400,000 from the Governor's Agriculture & Forestry Industries Development Fund (an "AFID Grant") through the Virginia Department of Agriculture and Consumer Services ("VDACS") for the purpose of inducing the Company to expand and improve an agriculture and/or forestry processing/value-added facility using Virginia-grown products in the Locality (the "Facility"), thereby making a significant Capital Investment, as hereinafter defined, creating a significant number of New Jobs, as hereinafter defined; and purchasing a significant amount of Virginia-grown agricultural and forestal products, as hereinafter defined.

WHEREAS, the Locality is willing to provide the funds to the Authority with the expectation that the Authority will provide the funds to or for the use of the Company, provided that the Company promises to meet certain criteria relating to Capital Investment, New Jobs, and purchase of Virginia-grown agricultural and forestal products;

WHEREAS, the Locality, the Authority and the Company desire to set forth their understanding and agreement as to the payout of the AFID Grant, the use of the AFID Grant proceeds, the obligations of the Company regarding Capital Investment, New Job creation, purchase of Virginia-grown agricultural and forestal products, and the repayment by the Company of all or part of the AFID Grant under certain circumstances;

WHEREAS, the expansion and operation of the Facility will entail a capital expenditure of approximately \$43,900,000, of which approximately \$30,900,000 will be invested in machinery and equipment and approximately \$13,000,000 will be invested to improve the site and building;

WHEREAS, the expansion and operation of the Facility will further entail the creation of 78 New Jobs at the Facility;

WHEREAS, the expansion and operation of the Facility will further lead to the purchase of Virginia-grown agricultural and forestal products in the following amount: \$23,878,400 or 14,924,000 gallons of net new purchases of Virginia produced milk over the performance period (see Appendix A for details); and

WHEREAS, the stimulation of the additional tax revenue and economic activity to be generated by the Capital Investment, New Jobs, and purchase of Virginia-grown agricultural and forestal products constitutes a valid public purpose for the expenditure of public funds and is the animating purpose for the AFID 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. Definitions.

For the purposes of this Agreement, the following terms shall have the following definitions:

“Capital Investment” means a capital expenditure by or on behalf of the Company in taxable real property, taxable tangible personal property, or both, at the Facility. The Capital Investment must be in addition to the capital improvements at the Facility as of the date of the Grant award. The total capital expenditure of \$43,900,000 is referred to in this Agreement as the “Capital Investment.”

“Maintain” means that the New Jobs created pursuant to the AFID Grant will continue without interruption from the date of creation through the Performance Date. Positions for the New Jobs will be treated as Maintained during periods in which such positions are not filled due to temporary reductions in the Company’s employment levels in connection with recruitment for open positions or strikes and other work stoppages.

“New Job” means new permanent full-time employment of an indefinite duration at the Facility for which the standard fringe benefits are paid by the Company for the employee, and for which the Company pays an average annual wage of at least \$41,964. Each New Job must require a minimum of either (i) 35 hours of an employee’s time per week for the entire normal year of the Company’s operations, which “normal year” must consist of at least 48 weeks, or (ii) 1,680 hours per year. Seasonal or temporary positions, positions created when a job function is shifted from an existing location in the Commonwealth, and positions with construction contractors, vendors, suppliers and similar multiplier or spin-off jobs shall not qualify as New Jobs. The New Jobs must be in addition to the 60 full-time jobs the Company committed in July 2014 to create at the Facility by June 30, 2017.

“Performance Date” means June 30, 2020. If the Locality, in consultation with the Authority and the Secretary of Agriculture and Forestry, deems that good faith and reasonable efforts have been made and are being made by the Company to achieve the Targets, the Locality may agree to extend the Performance Date by up to 15 months. If the Performance Date is extended, the Locality shall send written notice of the extension to the Authority, the Company and the Secretary of Agriculture and Forestry and the date to which the Performance Date has been extended shall be the “Performance Date” for the purposes of this Agreement.

“Targets” means the Company’s obligations to make Capital Investments at the Facility of at least \$43,900,000, to create and Maintain at least 78 New Jobs at the Facility, and to purchase at least \$23,878,400 or 14,924,000 gallons of Virginia-grown agricultural and forestal products as defined in Appendix A, all as of the Performance Date.

“Virginia Code” means the Code of Virginia of 1950, as amended.

Section 2. Targets.

The Company will develop and operate the Facility in the Locality, make a Capital Investment of at least \$43,900,000, create and Maintain at least 78 New Jobs, and purchase \$23,878,400 or 14,924,000 gallons of net new purchases of Virginia-grown agricultural and forestal products (see Appendix A), at the Facility, all as of the Performance Date. If the dollar amount of new purchases of Virginia-grown agricultural and forestal products is not met, the Company can still achieve the purchase target by demonstrating they substantively achieved the same volume of Virginia-grown agricultural and forestal products they proposed in Appendix A.

The average annual wage of the New Jobs will be at least \$41,964.

The average prevailing wage in the locality in 2017 is \$41,964.

Section 3. Disbursement of AFID Grant.

By no later than June 30, 2017, the Locality will request the disbursement to it of the AFID Grant. If not so requested by the Locality by June 30, 2017, this Agreement will terminate. The Locality and the Company will be entitled to reapply for an AFID Grant thereafter, based upon the terms, conditions and availability of funds at that time.

The AFID Grant in the amount of \$400,000 will be paid to the Locality, upon its request. Within 30 days of its receipt of the AFID Grant proceeds, the Locality will disburse the AFID Grant proceeds to the Authority. Within 30 days of its receipt of the AFID Grant proceeds, the Authority will disburse the AFID Grant proceeds to the Company as an inducement to the Company to achieve the Targets at the Facility. The Company will use the AFID Grant proceeds to make building improvements, as permitted by Section 3.2-304(C) of the Virginia Code.

Section 4. State and Local Government Incentives.

See Appendix B for definition of “break-even point.” With regard to the Facility, the Commonwealth expects to provide incentives in the following amounts:

<u>Category of Incentive:</u>	<u>Total Amount</u>
AFID Grant	\$400,000
Virginia Investment Partnership (VIP)	\$400,000
Virginia Jobs Investment Program (“VJIP”)	\$58,500

The Locality expects to provide the following incentives, as matching grants or otherwise, for the Facility:

<u>Category of Incentive:</u>	<u>Total Amount</u>
-------------------------------	---------------------

Annual cash grants from the Locality to the Company over the next five years

\$458,500

IF THE LOCALITY'S FUNDS ARE BEING PROVIDED OVER TIME: If, by the Performance Date, the funds disbursed or committed to be disbursed by the Locality to the Company total less than the \$400,000 AFID Grant local match requirement, the Locality, subject to appropriation, will make an additional grant to the Company of the difference at the Performance Date, so long as the Company has met its Targets.

The proceeds of the AFID Grant shall be used for the purposes described in Section 3. The VJIP grant proceeds, and \$58,500 of local matching funds, shall be used by the Company to pay or reimburse itself for recruitment and training costs. The VIP Grant proceeds may be used by the Company for any lawful purpose. The proceeds of the Locality's \$400,000 AFID Match may be used by the Company for any lawful purpose.

Section 5. Repayment Obligation.

(a) *Determination of Inability to Comply:* If the Locality or the Secretary of Agriculture and Forestry (the "Secretary") determines at any time before the Performance Date (a "Determination Date") that the Company is unlikely to meet and Maintain at least fifty (50) percent of its Targets by and through the Performance Date (i.e., by making a Capital Investment of at least \$21,950,000 in the Facility, to creating and Maintaining at least 39 New Jobs at the Facility, or purchasing at least \$11,939,200 or 7,462,000 gallons of net new purchases of Virginia-grown agricultural and forestal products by the Performance Date), and if the Locality or the Secretary shall have promptly notified the Company of such determination, the entire AFID Grant must be repaid by the Company to the Authority. Such a determination by the Locality or the Secretary will be based on such circumstances as a filing by or on behalf of the Company under Chapter 7 of the U.S. Bankruptcy Code, the liquidation of the Company, an abandonment of the Facility by the Company or other similar significant event that demonstrates the Company will be unable or is unwilling to satisfy the Targets for the AFID Grant.

(b) *Repayment of AFID Grant:* For purposes of repayment, the AFID Grant is to be allocated as \$133,333 (33%) for the Company's Capital Investment Target, \$133,333 (33%) for its New Jobs Target, and \$133,334 (33%) for its purchase of Virginia-grown agricultural and forestal products. If the Company has met at least ninety percent (90%) of each of the three Targets at the Performance Date, then and thereafter the Company is no longer obligated to repay any portion of the AFID Grant. If the Company has not met at least ninety percent (90%) of each of the three of its Targets at the Performance Date, the Company shall repay to the Authority that part of the AFID Grant that is proportional to the Target or Targets for which there is a shortfall. For example, if at the Performance Date, the Capital Investment is only \$32,925,000, only 58 New Jobs have been created and Maintained, and only \$17,908,800 or 11,193,000 gallons in net new purchases of Virginia-grown agricultural and forestal products have been purchased, the Company shall repay to the Authority twenty-five percent (25%) of the moneys allocated to the Capital Investment Target (\$33,333), twenty-five percent (25%) of the moneys allocated to the New Jobs Target (\$33,333), and twenty-five percent (25%) of the moneys allocated to the purchase of Virginia-grown agricultural and forestal products Target (\$33,334). Whether the New Jobs Target has been met will be determined

by comparing the anticipated payroll (78 New Jobs at an average annual wage of at least \$41,964) to the actual number of New Jobs and the actual average annual wage reported at the Performance Date.

(c) *Repayment Dates:* *Such repayment shall be due from the Company to the Authority within thirty days of the Performance Date or the Determination Date, as applicable.* Any moneys repaid by the Company to the Authority hereunder shall be repaid by the Authority to the Locality and shall be repaid by the Locality promptly to VDACS for redeposit into the AFID fund. The Locality and the Authority shall use their best efforts to recover all such funds, including legal action for breach of this Agreement. The Locality shall assume primary responsibility for filing and prosecuting any such legal action, and the Authority shall cooperate with the Locality's efforts. Neither the Locality nor the Authority shall have any responsibility for the repayment of any sums hereunder unless said sums have been received by the Authority from the Company.

Section 6. Company Reporting.

The Company shall provide, at the Company's expense, detailed verification reasonably satisfactory to the Locality, the Authority and VDACS of the Company's progress on the Targets. Such progress reports will be provided annually, starting July 31, 2018, and at such other times as the Locality, the Authority or VDACS may reasonably require. The first progress report will cover the period from March 29, 2017 to June 30, 2018, the second progress report will cover the period from July 1, 2018 to June 30, 2019, and the third and final progress report will cover the period from July 1, 2019 to June 30, 2020.

With each such progress report, the Company shall report to VDACS the amount paid by the Company in the prior calendar year in Virginia corporate income tax. The Company hereby authorizes the Commissioner of the Revenue, the Treasurer and the Director of Finance for the Locality to release to the Authority and the Locality the Company's confidential tax information and data so that the Authority may verify the payments made. VDACS has represented to the Company that it considers such information to be confidential proprietary information that is exempt from public disclosure under the Virginia Freedom of Information Act and that such information will be used by VDACS solely in calculating aggregate return on invested capital analyses for purposes of gauging the overall effectiveness of economic development incentives.

With each progress report, the Company shall also report to VDACS the amount purchased and the purchase price paid by the Company, or the fair market value of the Virginia-Grown Agricultural or Forestal Products utilized, through the prior year.

The Locality and Company agree to retain all books, records, data and other documents relative to this agreement for a period of three (3) years after the end of this Agreement, or until audited by the Commonwealth of Virginia, whichever is sooner. VDACS and its authorized agents, and/or state auditors (both the Auditor of Public Accounts and/or VDACS Internal Auditor) shall have full access to and the right to examine any of said materials and records relating to this agreement during this period.

Section 7. Notices.

Any notices required or permitted under this Agreement shall be given in writing, and shall be deemed to be received upon receipt or refusal after mailing of the same in the United States Mail by certified mail, postage fully pre-paid or by overnight courier (refusal shall mean return of certified mail or overnight courier package not accepted by the addressee):

if to the Company, to:

Attention: _____

with a copy to:

Attention: _____

if to the Locality, to:

Attention: _____

with a copy to:

Attention: _____

if to the Authority, to:

Attention: _____

with a copy to:

Attention: _____

if to VDACS, to:

Secretary of Agriculture and Forestry
Office of Governor
Commonwealth of Virginia
1111 East Broad Street
Richmond, Virginia 23219
Attention: AFID

with a copy to:

Chauntele D. Taylor
AFID Compliance Coordinator
Va Dept. of Agriculture & Consumer Services
102 Governor St., Room 317
Richmond, Virginia 23219
Attention: AFID

Section 8. Miscellaneous.

(a) *Entire Agreement; Amendments.* This Agreement constitutes the entire agreement among the parties hereto as to the AFID 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 Company may not assign its rights and obligations under this Agreement without the prior written consent of the Locality, the Authority and the Secretary of Agriculture and Forestry.

(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 Locality and such litigation shall be brought only in such court.

(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.

COUNTY OF AUGUSTA, VIRGINIA

By _____
Name: _____
Title: _____
Date: _____

**ECONOMIC DEVELOPMENT
AUTHORITY OF THE COUNTY OF
AUGUSTA, VIRGINIA**

By _____
Name: _____
Title: _____
Date: _____

**SHAMROCK FOODS COMPANY dba
SHAMROCK FARMS**

By _____
Name: _____
Title: _____
Date: _____

APPENDIX A

Net New Milk Purchases

	Base Line	10/1/2017-03/31/2018		10/1/2018-03/31/2019		10/1/2019-03/31/2020		10/1/2017-03/31/2020	
		Total	New New	Total	New New	Total	New New	Total	New New
Total Purchases									
Gallons*	3,480,000	5,790,000	2,310,000	13,480,000	10,000,000	14,130,000	10,650,000	33,400,000	22,960,000
Dollars**	\$5,568,000	\$9,264,000	\$3,696,000	\$21,568,000	\$16,000,000	\$22,608,000	\$17,040,000	\$53,440,000	\$36,736,000
VA Purchases***									
Gallons*	3,306,000	4,807,500	1,501,500	9,806,000	6,500,000	10,238,500	6,922,500	24,842,000	14,924,000
Dollars**	\$5,289,600	\$7,692,000	\$2,402,400	\$15,689,600	\$10,400,000	\$16,365,600	\$11,076,000	\$39,747,200	\$23,878,400

* 3 months first year of start up

** \$1.60 estimated cost per gallon

*** Estimated 65% of milk sourced from VA farms

APPENDIX B

Break-Even Point Definition:

VDACS has estimated that the Commonwealth will reach its “break-even point” by the Performance Date. The break-even point compares new revenues realized as a result of the Capital Investment and New Jobs at the Facility with the Commonwealth’s expenditures on incentives, including but not limited to the AFID Grant.

CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT ("Agreement") is entered into as of the 10th day of May, 2017, by and between the **COUNTY OF AUGUSTA, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the "County") and the **ECONOMIC DEVELOPMENT AUTHORITY OF AUGUSTA COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the "Authority").

RECITALS:

- A. The County is authorized pursuant to § 15.2-953 of the Code of Virginia, 1950, as amended, to make gifts, donations and appropriations of money to economic development authorities for the purposes of promoting economic development.
- B. Shamrock Foods Company dba Shamrock Farms (the "Company"), proposes to expand its operations in Augusta County, Virginia.
- C. The County hereby acknowledges and agrees that the expansion of the Company would foster and promote the economic development of the County and the Commonwealth of Virginia.
- D. The County hereby agrees to contribute \$400,000 to the Authority.
- E. The Authority hereby agrees that it is its responsibility to pay the \$400,000 to Shamrock Foods Company dba Shamrock Farms.
- F. The disbursement of the Contribution Amount is necessary if the Company is to proceed with the expansion of its operations at the facility.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Authority do hereby agree as follows:

1. **Recitals**. The recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1 and constitute the representations and understandings of the County and the Authority according to the tenor and import thereof.

2. **County Commitments**. The County is committed to disburse to the Authority the Contribution Amount as and when appropriated by the County, for the Company's explicit benefit.

3. **Authority Obligations**. In accordance with this Agreement, the Authority shall disburse to Shamrock Foods Company dba Shamrock Farms the Contribution Amount, as and when received from the County.

4. **Notices.** Any notice, request, demand, instruction or other document required or permitted by the provisions of this Agreement to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and (i) sent by certified mail, return receipt requested, (ii) personally delivered, or (iii) sent by a recognized overnight courier service to the Authority, the County and/or the Company, at the following addresses, or at such other addresses as the Authority, the County or the Company, by notice, may designate:

If to the County: County of Augusta, Virginia
Administrative Office
18 Government Center Lane
P. O. Box 590
Verona, Virginia 24482
Fax: (540) 245-5621
Attn: County Administrator

with a copy to: Office of the County Attorney
18 Government Center Lane
P. O. Box 590
Verona, Virginia 24482
Fax: (540) 245-5621
Attn: County Attorney

If to the Authority: Economic Development Authority
of Augusta County, Virginia
18 Government Center Lane
P. O. Box 590
Verona, Virginia 24482
Attn: Chairman

6. **Amendment.** This Agreement may be amended only by the mutual written consent of the Authority and the County, with written acknowledgement of such amendment by the Company.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written and, by so executing, each of the Authority and the County warrants that it possesses full right and authority to enter into this Agreement and to perform its obligations hereunder.

COUNTY OF AUGUSTA, VIRGINIA, a political
subdivision of the Commonwealth of Virginia

By: _____
Tracy C. Pyles, Jr., Chairman
Augusta County Board of Supervisors

ATTEST:

Clerk of the Board

**ECONOMIC DEVELOPMENT AUTHORITY
OF AUGUSTA COUNTY, VIRGINIA**, a political
subdivision of the Commonwealth of Virginia

By: _____
H. Joseph Williams, Jr., Chairman

ATTEST:

Secretary of the Authority

RESOLUTION OF THE COUNTY OF AUGUSTA, VIRGINIA

WHEREAS, the County has entered into an Agreement with Shamrock Foods Company dba Shamrock Farms (the "Company") to expand its business in Augusta County, Virginia; and

WHEREAS, the Company intends to invest \$43.9 in an expanded facility and additional personal property, and,

WHEREAS, the County will contribute \$400,000 to match the Commonwealth's Agriculture and Forestry Industries Development grant; and 58,500 to assist the Company with workforce training; and

WHEREAS, it is anticipated that increased tax revenue generated in the expanded Company will be sufficient to refund the County's portion of the contribution; and

WHEREAS, it is the desire of the current Board of Supervisors to use the increased revenue to refund the contribution;

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF AUGUSTA COUNTY, VIRGINIA, establishes the following policy concerning payment of its contribution to the Company:

- 1. The Project area is defined as Tax Map Parcel 046-73F, containing a combined 36.4 acres of land.**
- 2. The County Administrator is instructed to designate funds from the tax increment in the project area for the payment of the debt service for the Company's expansion for each budget year beginning Fiscal 2017-2018 until such time as the debt has been satisfied.**
- 3. "Tax Increment" shall mean the amount by which all then current ad valorem taxes, real property taxes, machinery and tools taxes, business personal property taxes, and business license taxes arising from the levies upon the Project Area and businesses located within The Project Area exceeds the Base Year Taxes.**
- 4. "Base Year Taxes" shall mean all ad valorem taxes, real property taxes, machinery and tools taxes, business personal property taxes, and business license taxes arising from the levies upon the Project Area and businesses located within The Project Area as of January 1, 2017.**
- 5. Nothing in this policy is to be construed as creating a constitutionally cognizable debt. This policy is not to be construed as creating an enforceable duty on the part of the Board of Supervisors to appropriate any funds for the Company's expansion.**

Adopted this 10th day of May, 2017.

Tracy C. Pyles, Jr., Chairman

ATTEST: _____



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 Chair and Members of the Board of Supervisors
FROM: Amanda N. Glover, Economic Development Director. *ANGL*
CC: Tim Fitzgerald, Augusta County Administrator
DATE: May 10, 2017
RE: Virginia Business Ready Sites Program - Site Development Grant Application

Background:

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.

We have two sites that have undergone the characterization process and have tier levels assigned to them: Blue Mountain property in Weyers Cave is currently a Tier 2 site and Mill Place Commerce Park is currently a Tier 3 site.

Site Development Grants:

Following VEDP's site characterization grant program, with which we participated for the Blue Mountain property, VEDP has now unveiled a site development grant program and applications are due May 19, 2017.

A total of approximately \$1,200,000 is currently available statewide for Site Development Grants.

A Site Development Grant will be awarded up to the following maximum amount at each Tier Level:

- From Tier Level 1 to 2 - \$100,000
- From Tier Level 2 to 3 - \$250,000 (Blue Mountain)
- From Tier Level 3 to 4 - \$500,000 (Mill Place Commerce Park)
- From Tier Level 4 to 5 - \$500,000

A Site Development Grant will be awarded to assist with the costs associated with the development required to increase a site's currently designated Tier Level to the next Tier Level.

An applicant is responsible for a dollar-for-dollar match of a Site Development Grant. The match may be from public and/or private sources and in the form of cash and/or in-kind contributions. Cash may be in the form of actual cash contributions from the applicant, other cash donations, other grants or other sources of funding.

In-kind contributions must be directly related to the Scope of Work. Such in-kind contributions may be in the form of property (land, equipment and other goods) and services (personnel, project management and administrative expenses and related costs). The value of in-kind contributions will be based on current fair market value and documentation will be required. In-kind contributions may represent no more than 25% of the total match, with services representing no more than 5%.

Blue Mountain Property

As a result of the site characterization performed for the Blue Mountain property, the following items are needed to advance the site from a Tier 2 status to a Tier 3 status:

- | | |
|--|----------|
| • Geotechnical Survey and Report | \$22,500 |
| • Land Survey (ALTA, Boundary) | \$35,000 |
| • 1' Topo (LiDAR) Survey | \$26,000 |
| • Phase I Environmental Site Assessment | \$ 4,000 |
| • Floodplain Study | \$19,500 |
| • Cultural Resources Study | \$ 1,000 |
| • Threatened and Endangered Species Study | \$16,500 |
| • COE Wetland Delineation and Confirmation | \$ 6,500 |

If there is interest in continuing to a Tier 4 status:

- | | |
|--|----------|
| • Preliminary Engineering Study to Determine Order of Magnitude Development Costs and Infrastructure Improvements Necessary to Deliver 250,000 GPD Water and Sewer Capacity within 12 months and Identifying and Quantifying All Permit Issues | \$32,000 |
|--|----------|

TOTAL Cost: 164,500 (50% = \$82,250)

Mill Place Commerce Park

As a result of the revised master development plan that Timmons completed earlier this year, the following items are needed to advance the site from a Tier 3 status to a Tier 4 status:

- | | |
|--|----------|
| • 1' topographic survey (LiDAR) | \$20,000 |
| • ALTA and Boundary Survey | \$25,000 |
| • COE Wetland Delineation and Confirmation | \$12,000 |
| TOTAL Cost: \$57,000 (50% = \$28,500) | |

Overall Purpose:

Increasing the tier rating of each site will help increase the readiness for each site and thus increase the interest, heighten the success of RFI submissions, increase the likelihood of site visits and, in turn, development. In addition, we are best prepared for future infrastructure funding opportunities that may present themselves through the future grant rounds of the Business Ready Sites Program, GO Virginia, or other programs.

Considerations:

- Authorize the submission of the VBRSP Site Development Grant Applications for one or both sites (Blue Mountain and/or Mill Place Commerce Park)
- If successful, authorize the county administrator to execute and deliver the Business Ready Sites Program Performance Agreement with VEDP with revisions approved by legal counsel.
- If successful, authorize the economic development director to execute the proposal(s) provided by the Timmons Group.

Regular Meeting, Wednesday, April 12, 2017, 7:00 p.m. Government Center, Verona, VA.

PRESENT: Tracy C. Pyles, Jr., Chairman
Carolyn S. Bragg
Wendell L. Coleman
Marshall W. Pattie
Michael L. Shull
Gerald W. Garber
Timmy Fitzgerald, County Administrator
Jennifer M. Whetzel, Deputy County Administrator
James Benkahla, County Attorney
Angie Michael, Executive Assistant

ABSENT: Terry Lee Kelley, Jr., Vice-Chairman

VIRGINIA: At a regular meeting of the Augusta County Board of Supervisors held on Wednesday, April 12, 2017, at 7:00 p.m., at the Government Center, Verona, Virginia, and in the 241th year of the Commonwealth....

.....

Chairman Tracy Pyles welcomed the citizens present.

.....

The following students from Wilson Memorial High School Exceptional Learners class led us with the Pledge of Allegiance:

John Michael DeJong is in the 9th grade and likes cars.

Johnathan Dudley is in the 9th grade.

Darius Key is in the 9th grade and likes to draw.

Garrett McDaniel

Curtis Wimer is in the 10th grade and likes to play video games.

Sonny Salisbury

Rachel Dorton is in the 12th grade and likes boys.

McGregor Long

Rhiannon McDaniel is in the 12th grade and likes to act.

Tyler Smith is in the 12th grade and likes to help out.

.....

Wendell Coleman, Supervisor for the Wayne District, delivered invocation.

.....

April 12, 2017, at 7:00 p.m.

Timothy Fitzgerald, County Administrator introduced Misty Cook as the new Director of Finance. Ms. Cook comes from a medical practice in Rockingham County where she managed the practice and lives in Dayton, VA. Ms. Cook has an undergraduate degree Eastern Mennonite University, she was honorable discharged from the National Guard and she is currently completing her MBA from Liberty University. The search was long and hard to get the right person for the position. The County is pleased to have Ms. Cook join us on Monday, April 17.

Misty Cook stated that she is excited to take on this opportunity and looks forward to working with everyone.

* * * * *

CHILD ABUSE PREVENTION MONTH RESOLUTION

Mr. Pyles stated that there was a resolution before the Board to present. The resolution is on an important subject.

Ms. Bragg moved, seconded by Mr. Shull, that the Board adopt the following resolution:

CHILD ABUSE PREVENTION MONTH

Whereas, preventing child abuse and neglect is a community problem that depends on involvement among people throughout the community; and

Whereas, child maltreatment occurs when people find themselves in stressful situations, without community resources, and don't know how to cope; and

Whereas, the majority of child abuse cases stem from situations and conditions that are preventable in an engaged and supportive community; and

Whereas, all citizens should become involved in supporting families in raising their children in a safe, nurturing environment; and

Whereas, effective child abuse prevention programs succeed because of partnerships created among families, social service agencies, schools, faith communities, civic organizations, law enforcement agencies, and the business community.

Now therefore, the Board of Supervisors, does hereby recognize April 2017 as Child Abuse Prevention Month in Augusta County, Virginia and we call this observance to the attention of all our citizens, community agencies, faith groups, medical facilities, and businesses to increase their participation in our efforts to support families, thereby preventing child abuse and neglect and strengthening the communities in which we live.

Mr. Pyles stated that Augusta County is not an oasis where no child is abused. We have to report it when we see it and do our best to prevent it.

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

Motion carried.

April 12, 2017, at 7:00 p.m.

CHILD ABUSE PREVENTION MONTH RESOLUTION (CONT'D)

Rebecca Simmons, Executive Director of the Valley Children's Advocacy Center, thanked the Board on behalf of the Child Advocacy Center and also the children that the center serves in Augusta County.

* * * * *

PROPOSED TAX RATES and PROPOSED BUDGET FOR 2017-2018

This being the day and time to receive public input on the real and personal tax rate for 2017 and also to receive public input on the revised budget for Fiscal Year 2016-2017 and the proposed budget for Fiscal Year 2017-2018.

Jennifer Whetzel, Deputy County Administrator, announced that there would be two public hearings. One hearing is on the proposed tax rate and the second hearing is on the revised budget for 2016-2017 and the proposed budget for 2017-2018. Ms. Whetzel gave a PowerPoint presentation with the following highlights:

The Code of Virginia (§ 15.2503) does the following:

- Sets the fiscal year for localities (July 1 through June 30)
- Sets deadline for presentation of budget to Board of Supervisors by April 1 (Work session March 27th)
- Sets public hearing notice requirements (seven days before the public hearing)
- Sets minimum period before budget approval (public hearing has to be at least seven days before budget approval). It can be approved at the next Board meeting on April 26th.
- Sets deadline for State agencies to provide information to localities after General Assembly session (within 15 days)
- The County is required to approve a budget by July 1

Budget process is a cooperative effort:

- Departments of the County
- Community Agencies
- School Board
- Shenandoah Valley Social Services
- Regional Agencies

The budget is a cooperative effort that is affected by many components. Departments/Schools/Regional entities draft a budget, Finance and Co. Admin compile a balanced budget within current revenue streams, the Board of Supervisors reviews and decides what to advertise. The schools also share their respective input for the School Board needs. At the public hearing, the public input is shared with the Board of Supervisors and taken into consideration before approving the budget and setting a tax rate. The budget is tentatively set to be approved Wednesday, April 26.

Budget Advertisement Summary:

Recommended budget	\$187,147,003
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Work session revisions:

General Fund	
Sheriff Reserve Program	\$11,740
Library Positions	\$51,381

April 12, 2017, at 7:00 p.m.

PROPOSED TAX RATES and PROPOSED BUDGET
FOR 2017-2018 (CONT'D)

Offset in reserves and Contingency	<u>(\$63,121)</u>
Net Change	\$ 0
 Total Advertised Budget	 \$187,147,003

School Funding:

School Funding increase:

Formula funding-FY17	\$ 40,201,766
Formula funding-growth	<u>731,075</u>
Total School funding	\$ 40,932,841
(included in advertised budget total)	

The advertised proposed tax rates for 2017 are:
Rate per \$100/assessed value as advertised:

	<u>2017</u>
Real Estate	\$0.58
Personal Property:	
Vehicles	\$2.50
Other ⁽¹⁾	\$2.00
Other ⁽²⁾	\$2.50

(1) Business, large trucks and trailers, machinery & tools

(2) Campers, boats, boat trailers, horse trailers, airplanes and trailers

Total revenue in the FY18 Budget: \$179,923,564

Property Taxes	\$ 57,412,000
Local Revenue	\$ 37,760,240
Slate Revenue	\$ 72,777,540
Federal Rev.	\$ 11,127,598
Other ⁽¹⁾	\$ 846,186

⁽¹⁾Primarily bond proceeds

Other revenues is regarding non-revenue receipts so they are one time funds.

Expenditures for the FY18 Budget: \$187,147,003

General Govt	\$ 4,883,530
Judicial	\$ 2,180,445
Public Safety	\$ 22,074,327
Public Works	\$ 3,795,448
Health & Welfare	\$ 18,551,419
Recreation	\$ 2,994,720
Community Dev.	\$ 1,966,586
Contributions	\$ 1,437,065

April 12, 2017, at 7:00 p.m.

PROPOSED TAX RATES and PROPOSED BUDGET FOR 2017-2018 (CONT'D)

Education	\$112,316,530
School Capital Improv.	\$ 4,152,918
Debt Service	\$ 9,592,934
Capital Improvements	\$ 3,201,081

The Chairman declared the public hearings on tax rates to be open.

There being no speakers, the Chairman declared the public hearing closed.

The Chairman declared the public hearing on the proposed budget to be open.

There being no other speakers, the Chairman declared the public hearing closed.

Mr. Fitzgerald explained to the Board that the Budget Adoption will be on the agenda for the Regular Meeting on Wednesday, April 26, 2017.

DOMINION POWER EASEMENT REQUEST

The Board considered a request for a 15 foot easement along Church Street of the Greenville Property owned by Augusta County (TM B2A-1-76).

Mr. Fitzgerald stated that several years ago Augusta County purchased a piece of property in Greenville that was needed for a drainage project. There is a new house being built on property across the street from the County property and it has been asked for service to be provided to the new house. Dominion Power determined that an upgrade to the power service was necessary. Dominion has requested an easement to install the new overhead line. Dominion will take care of any trees and cleanup required.

The Chairman declared the public hearing on the Dominion Power easement to be open.

There being no speakers, the Chairman declared the public hearing closed.

Mr. Coleman moved, seconded by Mr. Shull, that the Board approve the request.

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

Motion carried.

RELOCATING POLLING PLACE FOR THE CEDAR GREEN PRECINCT

The Board considered amending Section 8-32 of the Augusta County Code to move the polling place for the Cedar Green Precinct from the Beverley Manor Elementary School to the Beverley Manor middle School, which is located at 58 Cedar Green Road, Staunton, VA in the Pastures District.

Tom Long of the Electoral Board stated that the Electoral Board has worked with the Augusta County Schools Superintendent and the Principle of the school to work out the details. They have visited the site with County staff to determine what temporary measures need to be taken for ADA accessibility. Those measures are in process and include a 6 foot ramp, a temporary marking of handicap parking spaces and filling sidewalk cracks.

April 12, 2017, at 7:00 p.m.

RELOCATING POLLING PLACE FOR THE CEDAR GREEN PRECINCT (CONT'D)

The Chairman declared the public hearing on relocating the polling place to be open.

There being no speakers, the Chairman declared the public hearing closed.

Mr. Shull moved, seconded by Ms. Bragg, that the Board authorize the request to move the polling place from Beverley Manor Elementary School to Beverley Manor Middle School.

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

Motion carried.

* * * * *
END OF PUBLIC HEARINGS
* * * * *

MATTERS TO BE PRESENTED BY THE PUBLIC

Jenn Little comes before the Board regarding the Nexus proposal to purchase the property adjacent to their campus in Verona in Mill Place Commerce Park. She has been very active in local and state politics for many years. Ms. Little loves Augusta County, but what she hates is when local government does unprecedented things such as denying a business within the community to grow. Her professional background is Commercial Development Contracting and she knows about land development. What is happening to Nexus Services at the hands of the Augusta County Board of Supervisors, is a dereliction of your duties as elected officials and representatives of those served. It is unheard of to have a company denied the opportunity to expand when property is available. That's why we have economic development authorities. The property adjacent to Nexus Service's current office is a horrible, expensive piece of land. It isn't even that the land is expensive. The site work required to make the property suitable for construction will be outrageous. The County would be wise to sell this land to the first buyer it can get or at least talk to those interested in purchasing the land. Going solely on ideas from engineering groups as those quoted in the paper is absurd for this Board. We will go down a slippery slope of counting on a fact that there may be an interested manufacturing company who is seeking a site where site work cost would go through the roof to prep for construction. Where is the manufacturer? Are they bringing more jobs to Augusta County? When are they coming and are they good paying jobs with benefits. Finally, Ms. Little would like to address the zoning. The Board has been presented with an offer that is within the current use and zoning laws of that said piece of property. It would make sense for Nexus to purchase the property and expand. However, the adjacent property owners aren't going to come before the Board within their rights and say they have a problem with rezoning the property next to them when they haven't had the opportunity to talk to the Board. So the land just sits and there is a tax increase to cover what revenue that's not there. Basically that says that our rights as property owners don't matter because if some big engineering group comes in and says this would be a better idea, we all jump on the band wagon and forget those who have already invested within the community. Ms. Little hopes the Board will reconsider the current non communication and will sit down with Nexus and let them know the decision.

April 12, 2017, at 7:00 p.m.

MATTERS TO BE PRESENTED BY THE PUBLIC (CONT'D)

Tim Shipe made the following statement:

Good evening everyone, how are you? Mr. Pyles it's good to see you again. I have known you for many years. You probably don't remember me, but tonight let me introduce myself. My name is Tim Shipe and I'm a proud product of Augusta County. I was born and raised in this County and I have lived here my entire life. I'm blessed to come from Mr. Pyles district and I went to Buffalo Gap and was very successful there. It is because of the things that this Board has done for the County and the schools in this County that I was able to flourish through the FFA program and go on to college and serve as a state officer in the FFA organization. I'm also a proud product of Nexus Service. Every day I wake up as an Augusta County resident and I go to work for a company that impacts and changes lives. It's not the most popular company in this County, I understand that, but I think it's important for this Board to realize that this company is bringing good jobs to this County. Change is never easy, it never has been in the history of our country or in the world. We deal with some of the most hot button topic issues at Nexus every day and change is not easy, I get that. As an Augusta County resident, somebody that was born and raised here. My family owns three farms in this County. We've paid taxes for many years in this County. We've given our lives and our families to this County. My entire family lives in this County. This company is not moving out of Augusta County because I don't want to move my family out of Augusta County. I don't want to have to separate from my family and move to a different place and have to leave them behind because this Board will not reconsider a land proposal. It's crazy. It hurts. It's personal. This is not just a bunch of people that came from the outside and chose Augusta County to live here.

This is a company that was built by the residents of Augusta County and yes people from all the world have come to work for this company and have helped grow this company, but this company is something that you should be proud of. Again, change is not easy. Change is hard and sometimes is easier not to talk about the hot button topics, I get that. Sometimes it's easy for me to sit in my office and not deal with some of the issues I have to deal with every day. I don't want to deal with talking about issues that have consequences on people's lives. It's tough, but I see every day this company step up to the plate. I've seen them step up to the plate for people that are immigrating here. I've seen them step up to the plate for residents of Augusta County. I know that this decision is tough and there's politics behind it, I guarantee it, I get that. I, as an Augusta County resident, I as somebody who was in Special Education in elementary school and middle school, went on to Buffalo Gap High School and became one of the top students in my class. I served in so many clubs and organizations. I was on the cheerleading squad. I was on the soccer team and I played soccer with your children Tracy. I went to your house for your kid's birthday parties, but this is personal to me. I don't want to leave Augusta County. I'm not going to take a company that has taken a small country boy like me that came up through the FFA program and was able to go on to a four year institution and then be able to make something of myself. I'm the highest paid employee in my family. Because of what you have given to the schools in this district, I was able to go to college and be the first person in my family ever to get a degree. All because of that degree and because of the experiences that you afforded me, I get to work for a company that changes lives. Yes, sometimes it's not the most popular thing to do, but every day I see people cry because of the work that we do. I, an ole guy from Augusta County that was in Special Education classes, am the Vice President of that company. A Vice President. I make a very good salary. I get benefits paid to me that I don't pay a dollar towards because of this company and they do that for every one of their employees. So it's not a company of people that just came here because they wanted a good place to work. It's your residents that built this company and that realize that change is not always easy and if we don't start somewhere, we can't get nowhere. So I'm coming before this Board tonight to ask you to reconsider the Nexus proposal. Give them the land. Let them build the jobs. Nexus can be a partner with you. I will be your voice. I will work with you every day and help mend the relationship that you have with Nexus. I know that times have been rocky. I know the relationship hasn't always been the best, but I can

April 12, 2017, at 7:00 p.m.

MATTERS TO BE PRESENTED BY THE PUBLIC (CONT'D)

guarantee you that if you give them the land and you allow them to continue to grow you're going to serve more and more people in Augusta County. We will fix the issues together and we will heal the wounds that have already been divided. I will help do that. Every employee that works under me will help do that. This County deserves that. Furthermore, Nexus is not going anywhere. You can deny the land sale if you want to, but we're not going anywhere. We are not going anywhere because we as a company believe in values and we are not going to uproot the lives of hundreds of Augusta County residents that work for us. When change is hard you have to keep fighting the change and that's what we are going to do. Whether you sell us the property in Mill Place or we have to buy it somewhere else in the County, that's what we are going to do. Some of you on this Board have made it very publicly clear that you want manufacturing in Mill Place. I get that and I get the reason behind it. As a resident of your County I understand it, but this you have a duty to uphold and you need to vote on a proposal because we need to move on. We are not moving out, we are going to move on. We've already made plans to do that. We've entered into a contract to buy the Sumitomo building. I have that contract with me tonight. This contract can go away and it will go away because I don't want to move to that building. I don't want Nexus to have to be split between two different parts in Mill Place. I want us all in one section in Mill Place, but we can buy Sumitomo and we can travel up and down that entire Mill Place Parkway everyday with our security guards, which I know you don't like, or you can sell us the land and we can build the buildings we need to accommodate the growth of our company and we can stay right where we are in Mill Place. That's the decision before you. I'm a resident of this County and my family has been here for years. I don't want to move and I'm not going to move. Nexus is not going to move. If we have to build somewhere else because you won't give us the land, then so be it. I think it's an obligation of each and every one of you as elected officials of our County to finally give this company the answer whether they like it or not. Either vote it up or down. Give them the land or don't give them the land so they can go on with the important work that they have to do.

Thank you so much.

.....

REFUND REQUEST

The Board considered a refund request by City National Bank in the amount of \$8,177.93, and City National Bank of WV in the amount of \$3,915.80.

James Benkahla, County Attorney, stated that this is a request from the Commissioner of Revenue's office. There are two refunds, one in the amount of \$8,177.93 to City National Bank and the City National Bank of WV is due a refund in the amount of \$3,915.80. The refund is required because the banks were paying both the Franchise fee and Personal Property tax. There was a takeover that took place from a company that was not a "bank" so they ended up paying both and they are only required to pay the bank tax.

Mr. Coleman moved, seconded by Mr. Shull, that the Board authorize the refund request.

April 12, 2017, at 7:00 p.m.

REFUND REQUEST (CONT'D)

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

Motion carried.

BIDS ON ROUTE 608 AND ROUTE 636 CONSTRUCTION PROJECTS

The Board considered bids received on two construction projects, Route 608 and Route 636.

John Wilkinson, Director of Community Development, stated that on Tuesday, April 7 the sealed bids were received from two qualified firms to furnish labor and equipment necessary to complete the projects known as Route 608 and Route 636 enhancements. The projects have a mandatory contract completion of October 27, 2017. After careful review of the bids, Branch Civil, Inc. has been found to be the lowest responsive bidder and therefore recommended that the contract be awarded to Branch Civil, Inc.

Mr. Pyles asked if this was covered in the budget.

Mr. Fitzgerald responded that is was in the VDOT funds. The project came in under estimate, so it is covered by VDOT funds.

Mr. Garber moved, seconded by Mr. Shull that the Board approve the contract be awarded to Branch Civil, Inc.

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

Motion carried.

PROPERTY ACCEPTANCE RESOLUTION

The considered approval of the Property Acceptance Resolution.

Mr. Fitzgerald stated that this a resolution in regards to property acceptance. This is something that has been standard for a long time on road projects where we acquire right-of-way and the County ends up with ownership of the right-of-way. The County Attorney pointed out that the Board's resolution was needed to give authorization for the County Administrator to accept the right-of-ways and easements on behalf of the Board of Supervisors.

Mr. Shull moved, seconded by Ms. Bragg, that the Board move to authorize the County Administrator to execute the documents.

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

Motion carried.

* * * * *

WAIVERS - NONE

* * * * *

April 12, 2017, at 7:00 p.m.

CONSENT AGENDA

Chairman Pyles asked if the public wished for any item to be removed from the Consent Agenda. No request was made.

Mr. Coleman moved, seconded by Ms. Bragg, that the Board approve the consent agenda as follows:

MINUTES

Approved minutes of the following meetings:

- Regular Meeting, Wednesday, March 22, 2017

CLAIMS

Approved claims paid since March 1, 2017.

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

Motion carried.

* * * * *

MATTERS TO BE PRESENTED BY THE BOARD

The Board discussed the following issues:

Mr. Shull pointed out that Linda Beathe in ECC was retiring after 37 years of service. He was upset that the Board of Supervisors did not get an invite to the celebration that was held for her. He would like someone to get a card for the Board to sign for her.

Ms. Bragg:

- 1) Annette Medlin is the new Chamber of Commerce President and CEO.
- 2) Ms. Bragg also brought to the Board's attention that the Regional ABC office was located in Staunton and they have now moved their offices to Verona.
- 3) The Small Area Development Plan for Stuarts Draft held its first meeting and it was well attended. This will be a dynamic group.
- 4) Reminder of the lunch with the HERD, which is 4-H support is coming up
- 5) The groundbreaking for the new ER department for the hospital is coming up.
- 6) The Idaho Potato truck is coming to Stuarts Draft May 24 from 11am-3pm.

Mr. Pyles spoke in regards to the budget and raising the taxes. Every jurisdiction around Augusta County is increasing their tax rate. To some, it is unusual to not increase the taxes. There are lots of reasons for not increasing taxes. The economic growth has not been dynamic. Augusta County's \$0.58 is a remarkable number. People do not understand what it takes to get that. This year Rockingham County is taking their tax rate up to \$0.74. Augusta County has a much better land use evaluation. The farmer in Rockingham will possibly pay twice as much as one in Augusta County for the same acreage and class of land. It doesn't come easy. It comes from a public that expects no less than the Board to do everything they can to keep their dollars down. It takes a workforce that is willing to work a fair day for a fair wage. The tax payer gets their value

April 12, 2017, at 7:00 p.m.

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

from the schools, the Sheriff's Department and the people employed in the Government Center because they do their job. Then there is the library that has volunteers for the most part. Recreation is driven by volunteers, the businesses get involved and there are several matching grants that people do to make things better for everybody in Augusta County. Keeping the rate at \$0.58 is good, but one of the problems with a lower tax rate is everyone wants to spend money that sometimes is not there to spend. Mr. Pyles looks for problems to come in the future. There is an article that talks about town annexation and the growth and challenges of cities in the state. This article talks about the philosophy of why there are different types of taxation and that cities were thought to be places where they were heavy on services and not a lot of easily earned money. Manufacturing places supply more revenue than they take. Even with a reasonable tax rate for farming, the County still comes out ahead on cost for servicing farming. It was always thought that the cities needed extra taxation to make things work and make things fair. This is not 1960 anymore. As a County, we have to provide many of the services that are more costly. If everybody is concentrated, there isn't a need for as many fire stations, or schools. We have been asked to do more and more by the State. Augusta County is at the point where equal taxation with the cities is needed. The County is doing much of the same things that the City is doing. The County has many of the same problems that the City has. If we have other places to spread the burden, it's better than just on the property owner. Taxes are paid in a lot of other places. If lodging and meals tax was raised to 6% like both, Staunton and Waynesboro, and apply a tax to cigarettes similar to what Waynesboro has, the County could have 2 million dollars more money coming in. That percentage equals out to \$0.03 on the tax rate that could be avoided going up in the future. The State comes back to the County continuously and says they want the taxes cut on businesses. The Board appreciates businesses and wants to do that, but we can only fund a Mill Place if there is revenue coming back to make it possible to have different places for people to locate so we can have good jobs. Mr. Pyles spoke about the taxes and personal property as far as machinery and tools. After 22 years on the Board Mr. Pyles has missed what businesses have to do for tangible personal property tax. The high points are looked at, but the details are never brought up. The owner of a Daycare/Preschool in Churchville voiced her concern about what she had to do for the tangible personal property tax. It appears that the work of it would most likely exceed the value of the tax. The County could get further with the General Assembly if something was offered in return if they did something for the County. Some taxes may be able to be classified differently on services. Over the years, the Board has tried to eliminate work in the Government Center. The Treasurer doesn't have the general April lines to sell the County stickers. The Commissioner of Revenue has been able to get away from hard work in determining the value of a car. A VIN number is entered in the computer and a value is given. There are some things that are overly cumbersome in work for the County employees and the citizens for the return on investment. Mr. Pyles would like to have Jean Shrewsbury, Commissioner of Revenue, identify all of the taxes and what they mean. That would give the Board the opportunity to look at the classifications and see if something can be done differently. There were comments made during this meeting about raising the taxes. Augusta County's taxes have not been above \$0.58 since 1984. As far as creating jobs, that is what we help to do in Augusta County. The County is always lower than the area. Always lower than the State and the Nation. People can put signs up that say Augusta County is bad for business and no good for jobs, but the County is good for business and jobs. There is a sense of how things should be done in the County. At a recent Board of Zoning meeting someone proposed a business that will bring in jobs and tax revenue. A number of people attended the meeting and said they didn't want that type of business in their area. They like what they have and want to keep things a certain way. Mr. Pyles is pleased with the budget. The taxes will need to be looked at in the future and start analyzing them now so changes can be made for the next budget. Ms. Whetzel supplied to the Board a statement of how much money was spent annually on

April 12, 2017, at 7:00 p.m.

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

vehicle maintenance which was over \$1 million which covers 667 vehicles. Mr. Pyles asked Mr. Fitzgerald to have a consultant group create what it would take and how the County would benefit from increasing the tax rate. The cost for this would come from the Pastures Infrastructure.

Mr. Shull offered for a portion of the expense to also come from the Riverheads Infrastructure. Mr. Shull also reminded everyone of spring cleanup coming up. It was talked about in the Service Authority meeting on combining the maintenance shops for the County. The building that is currently used for maintenance is not big enough for the fire trucks so the oil has to be changed outside. A creeper cannot be run over the floor because of its condition. Something that needs to be addressed is how much space is needed for a maintenance shop so the needs of the County can be handled. The Sheriff's Department now takes their vehicles to Central Tire for servicing. Is that costing more or less to do that? Several things need to be looked into in trying to save money. Rockingham County has an excellent facility for maintenance. Mr. Shull would look like to get pictures to get ideas on what Augusta County may benefit from. This may not be something that will be done right away. Consolidation may be a benefit for the future and save money. Mr. Shull would like to look at options for the future to help save money and be efficient with safety in mind when in the maintenance shop.

Dr. Pattie stated that the County has a multi-million dollar CATS bus station in Fishersville. This may be a cost sharing opportunity. It's a modern and new facility and may be an option for the future.

* * * * *

MATTERS TO BE PRESENTED BY STAFF

Staff discussed the following:

- 1) VDOT 6 year plan meeting is April 27 at 5:30 p.m. at Blue Ridge Community College. The turn lanes at exit 235 in Weyers Cave, entrance improvements at Mill Place Commerce Park and increasing the size of the Park and Ride with an electric car charging station are some of the items in the plan.
- 2) The Chamber of Commerce dinner was recently held. Linda Hershey was bid farewell from the Chamber. There were a couple of awards given the night of the dinner. Shamrock Farms was the Agri Business of the Year and the Industry of the Year was Rexnord out of Stuarts Draft. The Tourism Business of the Year was the Augusta County Fair.
- 3) Reminder this week is ECC Communications Week and also Animal Control Officer Week. All of their hard work is appreciated.
- 4) Go Virginia update was given. A Board was set for the Region 8 Shenandoah Valley Go Virginia Group. Mr. Fitzgerald gave the Board a list of the members on that Board. The kickoff meeting was April 3 to get started on the required actions.
- 5) Spring Clean Up is next week.
- 6) Ms. Whetzel gave an update on Hearthstone Lake Dam construction. Currently A & E dollars are available from the Feds. 100% would be reimbursed and it would be paid this year. There is 2.5 to 3 million dollars set aside for construction next year. 95% of the design was reached and due to the height of the dam, it had to be sent to another federal review level and that level is requiring an additional design that will cost over \$4 million. Plans are to spend 100% of the A & E funds, do an RPF for the

April 12, 2017, at 7:00 p.m.

MATTERS TO BE PRESENTED BY STAFF (CONT'D)

design of the dam. There is a chance it will come back and the more significant part of the project will not be necessary. The surrounding

localities that may be effected by this, the state and the feds as to what the next step is if more money is required. This project may be delayed longer than expected, but the design will move forward and then come back to the Board with the outcome.

Mr. Shull would like details in what the difference is from this dam compared to the ones already completed.

Ms. Whetzel stated that Hearthstone Dam is higher and the soils that are involved are different. She will obtain more technical details and report back. Headwaters owns this dam and they have been asking a number of questions about this process. This is a team effort to figure out the best way to move forward.

Mr. Fitzgerald pointed out that there is General Assembly money set aside for this project. The money is safe and it will be held. It may be necessary to go back to the General Assembly to ask for further funding for the State match going forward. The design is fully funded by the Feds.

Mr. Garber asked if it is owned by Headwaters, whose liability is it?

Ms. Whetzel stated that is would most likely be Headwaters liability. We try to have a partnership with the Feds where the Feds pay 65% of the construction and the locals pay the 35%, which is usually 10% County and 25% State.

Mr. Shull stated that if the Feds are requiring more then they need to give more funding.

Mr. Fitzgerald mentioned that there was an opportunity to have lunch with the Rockingham County Administrator. Ms. Whetzel informed him that part of the dam is in Rockingham County so they may be asked for funding in the future.

* * *

CLOSED SESSION

On motion of Ms. Bragg, 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
- (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) Ladd School
 - b) Buffalo Gap House
 - c) Mill Place Commerce Park
- (3) **the legal counsel exemption under Virginia Code § 2.2-3711(A) (7)**

April 12, 2017, at 7:00 p.m.

CLOSED SESSION (CONT'D)

{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) Attorney General's opinion in regards to the courthouse.
- b) Mill Place Commerce Park

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

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

Motion carried.

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

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

CSPDC APPOINTMENT

Dr. Pattie moved, seconded by Mr. Shull, that the Board appoint Leslie Tate and Veronica Moran as Augusta County's citizen representatives for a 3 year term to expire on April 12, 2020.

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

Motion carried.

April 12, 2017, at 7:00 p.m.

DRAFT LETTER

Ms. Bragg moved, seconded by Mr. Shull, that the Board move to authorize the County Administrator to execute a draft letter based on closed session discussion.

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

Motion carried.

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ADJOURNMENT

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

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

Motion carried.

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Chairman

County Administrator

Staff *Briefing* Meeting, Monday, April 24, 2017, 1:30 p.m., Government Center, Verona, VA.

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

VIRGINIA: At an adjourned meeting of the Augusta County Board of Supervisors held on Monday, April 24, 2017, at 1:30 p.m., at the Government Center, Verona, Virginia, and in the 241th year of the Commonwealth....

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VDOT ROADS

The Board discussed the VDOT status report of April 24, 2017.

The Board accepted the report as information.

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ECONOMIC DEVELOPMENT

The Board discussed the Economic Development monthly report of March, 2017.

The Board accepted the monthly report as information.

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FIRE AND RESCUE

The Board discussed the Fire and Rescue monthly report of March, 2017.

The Board accepted the monthly report as information.

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SHENANDOAH VALLEY JUVENILE CENTER

Presentation by Tim Smith on the Shenandoah Valley Juvenile Center.

The Board accepted the report as information.

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REASSESSMENT

The Board discussed the committee's recommendation for the reassessment contract.

The Board authorized placing on regular meeting agenda for April 26, 2017.

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RABIES CLINIC REQUEST

The Board discussed a request to hold a rabies clinic for the purpose of rabies vaccination for cats and dogs at the Buffalo Gap High School on Saturday, May 13, 2017.

The Board authorized placing on regular meeting agenda for April 26, 2017.

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March 20, 2017, at 1:30 p.m.

PLANNING COMMISSION/PUBLIC HEARINGS

- 1) The Board discussed a request to add the Source Water Protection Overlay District Area 2 designation to properties in the recharge areas for the Deerfield well and spring, containing approximately 11,217 acres stretching from the county's western boundary east to just past Marble Valley Road (Rt. 600). The Source water Protection Area 2 is located on both sides of the following private lanes: Phillips Lane, Still House Lane, Radio Park Lane, and a portion of Burgandine Lane as well as Deerfield Valley Road (Rt. 629) in the Pastures District.

The Board authorized placing on the regular meeting agenda for April 26, 2017.

WAIVERS/ VARIANCES – NONE

MATTERS TO BE PRESENTED BY THE BOARD

The Board discussed the following:

The Augusta Health emergency room groundbreaking is Wednesday.

Mr. Shull received a call from a number of the Deerfield Valley Volunteer Fire Department in regards to their EMS license.

MATTERS TO BE PRESENTED BY STAFF

Staff discussed the following:

- 1) VDOT six year plan meeting: April 27, 5:30 p.m. at Blue Ridge Plecker Center. HB2 projects recommended for funding include exit 235 Weyers Cave turn lanes, Mill Place Commerce Park entrance improvements, Park & Ride improvements and SAW MPO Waynesboro Park & Ride improvements.
- 2) Ladder truck visit.
- 3) ISO report on building code effectiveness rating. Not a requirement, however it is helpful to insurers in that they can give insurance discounts based on the rating. They want more staff for inspections and plan reviews. Their requirements would require us to probably add 2 or 3 inspectors and a couple of plans exam specialist.
- 4) John Swett passed away.
- 5) VDOT secondary six year plan-send any new road you want to add.
- 6) The State has reduced its funding by \$500 for the Arts Grant. Augusta County will hold the match at \$5,000.
- 7) Misty Cook, the new Finance Director-first meeting was today.
- 8) Ms. Whetzel will be participating in the Park to Park half marathon.

CLOSED SESSION

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

- (1) 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]:

March 20, 2017, at 1:30 p.m.

CLOSED SESSION (CONT'D)

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

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On motion of Mr. Shull, seconded by Mr. Kelley, 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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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.

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March 20, 2017, at 1:30 p.m.

ADJOURNMENT

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

Vote was as follows:

Yeas: Pyles, Kelley, Coleman, Bragg, Garber, Shull and
Pattie

Nays: None

Motion carried.

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Chairman
H4-24sbmin.17

County Administrator

DATE	CHECK #	PAYEE	DESCRIPTION	TOTAL	GENERAL	CENTRAL	MISC
20170406	8437	ACE HARDWARE-VERONA	OFFICE SUPPLIES	339.39	329.07	-	10.32
20170406	8438	ADVANCED TELEPHONE & DATA	TELEPHONE SERVICE	4,742.47	4,614.97	-	127.50
20170406	8439	AUGUSTA PAINT	SITE SUPPLIES	1,040.65	236.61	-	804.04
20170406	8440	CHEMSEARCH	SHOP SUPPLIES	187.25	187.25	-	-
20170406	8442	COUNTY OF AUGUSTA HEALTH	SELF INSURANCE	566,653.65	-	-	566,653.65
20170406	8444	FISHER AUTO PARTS, INC.	VEHICLE SUPPLIES	88.30	88.30	-	-
20170406	8445	GROUND CONTROL SYSTEMS,	INTERNET	2,148.00	2,148.00	-	-
20170406	8447	JENKINS SECURITY SERVICE	MISCELLANEOUS SUPPLIES	430.49	430.49	-	-
20170406	8448	OFFICE DEPOT	OFFICE SUPPLIES	624.07	624.07	-	-
20170406	8449	PENGUIN RANDOM HOUSE LLC	BOOKS	102.75	102.75	-	-
20170406	8450	R.L. MEADOWS ELECTRICAL	MISCELLANEOUS SUPPLIES	4,426.00	4,426.00	-	-
20170406	8451	ROCKINGHAM COOPERATIVE	K9 SUPPLIES	86.48	86.48	-	-
20170406	8452	RXBENEFITS INC	SELF INSURANCE	145,942.50	-	-	145,942.50
20170406	8453	SHEN.VALLEY ELECTRIC COOP	ELECTRIC SERVICE	76.61	76.61	-	-
20170406	8454	SOUTHERN ELEVATOR	REPAIRS & MAINT - CONTRACT	240.75	240.75	-	-
20170413	8457	ACE HARDWARE-VERONA	REPAIR SUPPLIES	79.93	79.93	-	-
20170413	8459	BOBBY'S TOWING SERVICE	REFUSE COLLECTION	73,937.25	73,845.45	-	91.80
20170413	8460	CAROLINA DIGITAL PHONE	TELEPHONE SERVICE	2,148.35	1,916.00	232.35	-
20170413	8461	CLEAR COMMUNICATIONS	POLICE SUPPLIES	4,473.87	1,578.29	-	2,895.58
20170413	8462	COMMONWEALTH DISTR. LLC	JANITORIAL SUPPLIES	2,294.03	2,294.03	-	-
20170413	8463	COUNTY OF AUGUSTA HEALTH	SELF INSURANCE	17,070.31	-	-	17,070.31
20170413	8464	DIXIE GAS & OIL CORP.	PROPANE	342.53	342.53	-	-
20170413	8467	G & K FACILITIES	JANITORIAL SERVICES	2,472.00	2,472.00	-	-
20170413	8468	HAJOCA CORP.	MISCELLANEOUS SUPPLIES	136.21	136.21	-	-
20170413	8469	JENKINS SECURITY SERVICE	MISCELLANEOUS SUPPLIES	13.20	13.20	-	-
20170413	8470	MSC INDUSTRIAL SUPPLY CO	MISCELLANEOUS SUPPLIES	86.15	86.15	-	-
20170413	8471	OFFICE DEPOT	OFFICE SUPPLIES	304.24	304.24	-	-
20170413	8472	ROCKINGHAM COOPERATIVE	POOL SUPPLIES	9.99	9.99	-	-
20170413	8473	SHEN.VALLEY ELECTRIC COOP	ELECTRIC SERVICE	2,882.18	2,589.52	-	292.66
20170413	8474	STAUNTON STEAM LAUNDRY	OFFICE SUPPLIES	667.50	667.50	-	-
20170413	8476	WASH J & L, INC	CAR WASHES	369.00	369.00	-	-
20170413	8477	XEROX CORP.	MAINT SERVICE CONTRACT	111.44	111.44	-	-
20170420	8482	ADVANCED TELEPHONE & DATA	TELEPHONE SERVICE	250.00	250.00	-	-
20170420	8484	ATLANTIC TACTICAL	TACTICAL UNIT EXPENSES	11,014.60	11,014.60	-	-
20170420	8486	CDW GOVERNMENT	EMERGENCY COMMUNICATIONS	4,794.14	558.14	-	4,236.00
20170420	8487	CENTRAL VIRGINIA RENTAL 3	RENTAL	111.53	111.53	-	-

A/P DISTRIBUTION BY CHECK #

04/01/17 to 04/30/17

DATE	CHECK#	PAYEE	DESCRIPTION	TOTAL	GENERAL	CENTRAL	MISC
20170420	8488	CLEAR COMMUNICATIONS	VEHICLE MAINT & SUPPLIES	60.79	60.79	-	-
20170420	8490	COMMONWEALTH DISTR. LLC	MISCELLANEOUS SUPPLIES	1,478.07	1,478.07	-	-
20170420	8491	COUNTY OF AUGUSTA HEALTH	SELF INSURANCE	265,992.37	-	-	265,992.37
20170420	8494	H & R CONTRACTORS INC	CUSTODIAL SERVICES	950.00	950.00	-	-
20170420	8495	JENKINS SECURITY SERVICE	MISCELLANEOUS SUPPLIES	128.39	128.39	-	-
20170420	8496	OFFICE DEPOT	OFFICE SUPPLIES	1,344.08	1,344.08	-	-
20170420	8497	ROCKINGHAM COOPERATIVE	EQUIPMENT	1,439.88	1,439.88	-	-
20170420	8498	RXBENEFITS INC	SELF INSURANCE	143,437.62	-	-	143,437.62
20170420	8499	UNIQUE MANAGEMENT SERVICE	PLACEMENTS	107.40	107.40	-	-
20170420	8500	WAYNE OXYGEN & WELDING	MISCELLANEOUS SUPPLIES	28.83	28.83	-	-
20170427	8501	BRUBECK LIVING TRUST	RENT	850.00	850.00	-	-
20170427	8502	CLEAR COMMUNICATIONS	VEHICLE MAINT & SUPPLIES	599.50	599.50	-	-
20170427	8504	COMMONWEALTH DISTR. LLC	JANITORIAL SUPPLIES	4,779.06	4,779.06	-	-
20170427	8505	COUNTY OF AUGUSTA HEALTH	SELF INSURANCE	201,759.74	-	-	201,759.74
20170427	8508	INTOXIMETERS INC	POLICE SUPPLIES	2,049.00	2,049.00	-	-
20170427	8509	KPD, INC. PORT-A-JOHNS	RENTAL	595.00	595.00	-	-
20170427	8510	LANGUAGE LINE SERVICES	TELEPHONE SERVICE	187.78	93.89	-	93.89
20170427	8511	NEW HOPE RURITAN CLUB	SITE	1,410.07	1,410.07	-	-
20170427	8512	OFFICE DEPOT	OFFICE SUPPLIES	3,236.82	3,236.82	-	-
20170427	8513	ROCKINGHAM COOPERATIVE	K9 SUPPLIES	183.87	183.87	-	-
20170427	8514	SAFEWARE, INC.	HAZ MAT	290.00	-	-	290.00
20170427	8515	SOUTHERN ELEVATOR	REPAIRS & MAINT - CONTRACT	240.75	240.75	-	-
20170427	8516	STAUNTON STEAM LAUNDRY	OFFICE SUPPLIES	47.50	47.50	-	-
20170427	8517	TACTICAL & SURVIVAL	TACTICAL UNIT EXPENSES	2,219.15	2,219.15	-	-
20170407	486153	LEE EDWARD OAKES SR	REIMBURSEMENT	123.20	-	-	123.20
20170407	486154	STONEWALL JACKSON HOTEL	LODGING	755.44	-	-	755.44
20170406	486155	AETNA INC	SELF INSURANCE	49,629.62	-	-	49,629.62
20170406	486156	APPLE DOOR CO.	MISCELLANEOUS SUPPLIES	230.00	230.00	-	-
20170406	486157	ASHLEY CRAUN	REIMBURSEMENT	186.18	186.18	-	-
20170406	486158	AT&T	TELEPHONE SERVICE	2.48	2.48	-	-
20170406	486159	ATKINS AUTOMOTIVE CO.,INC	FOAM	538.94	538.94	-	-
20170406	486160	AUGUSTA COUNTY GENERAL	FEE	240.00	240.00	-	-
20170406	486161	AUGUSTA EQUIPMENT COMPANY	FIRING RANGE	202.19	-	-	202.19
20170406	486162	AUGUSTA GLASS & MIRROR CO	OFFICE SUPPLIES	80.00	80.00	-	-
20170406	486165	BLUE RIDGE RESCUE	EQUIPMENT	129.84	129.84	-	-
20170406	486167	BOUND TREE MEDICAL, LLC	EMS SUPPLIES	422.04	422.04	-	-

DATE	CHECK#	PAYEE	DESCRIPTION	TOTAL	GENERAL	CENTRAL	MISC
20170406	486168	BRANNER PRINTING	ADVERTISING	46.10	46.10	-	-
20170406	486169	BUILDERS FIRSTSOURCE	SITE SUPPLIES	234.57	234.57	-	-
20170406	486171	CARSON HOLLOWAY	REIMBURSEMENT	38.66	38.66	-	-
20170406	486173	CENTRAL TIRE CORP.	VEHICLE MAINT & SUPPLIES	42.32	42.32	-	-
20170406	486174	CHARLES TAYLOR	REIMBURSEMENT	75.00	75.00	-	-
20170406	486176	CITY OF STAUNTON	MAINT SERVICE CONTRACT	17,984.00	17,984.00	-	-
20170406	486178	COM SONICS INC	RADAR	190.13	190.13	-	-
20170406	486179	COMCAST	TELEPHONE SERVICE	104.85	104.85	-	-
20170406	486180	COMMONWEALTH RESCUE	VEHICLE SUPPLIES	115.00	115.00	-	-
20170406	486181	COREY RICHIE	REIMBURSEMENT	5.00	5.00	-	-
20170406	486184	DEERFIELD RURITAN CLUB	MOWING	300.00	300.00	-	-
20170406	486187	DOMINION VIRGINIA POWER	ELECTRIC SERVICE	8,246.66	7,755.67	490.99	-
20170406	486188	EAST COAST EMERGENCY	VEHICLE SUPPLIES	800.00	800.00	-	-
20170406	486190	ELIZABETH COLEMAN	REIMBURSEMENT	15.25	15.25	-	-
20170406	486193	GALE/CENGAGE LEARNING	BOOKS	585.04	585.04	-	-
20170406	486194	GALLS, LLC	UNIFORMS	740.69	740.69	-	-
20170406	486197	GRAFIX SHOPPE	EQUIPMENT	553.00	-	-	553.00
20170406	486198	GREEHAN, TAVES & PANDAK	CONTRACT SERVICES	3,386.28	3,386.28	-	-
20170406	486199	GREG SCHACHT	REIMBURSEMENT	72.60	72.60	-	-
20170406	486202	HEROES APPAREL LLC	WEARING APPAREL	7,665.75	7,665.75	-	-
20170406	486203	INGRAM LIBRARY SERVICES	BOOKS	1,586.61	1,586.61	-	-
20170406	486204	KENNETH RANDOZZO	REIMBURSEMENT	130.54	130.54	-	-
20170406	486205	LOWES COMPANIES, INC.	EQUIPMENT	3,463.92	3,014.92	-	-
20170406	486207	LUMOS NETWORKS	TELEPHONE SERVICE	10,316.93	8,353.99	1,962.94	-
20170406	486208	M&W PRINTERS	OFFICE SUPPLIES	160.45	160.45	-	-
20170406	486209	MANSFIELD OIL COMPANY	FUEL	13,426.54	11,894.71	-	1,531.83
20170406	486212	MCI	TELEPHONE SERVICE	14.36	14.36	-	-
20170406	486214	MIDWEST TAPE	BOOKS	171.96	171.96	-	-
20170406	486218	NATIONAL DISTRICT	DUES	250.00	250.00	-	-
20170406	486219	OPTIMA BEHAVIORAL HEALTH	EAP	680.80	680.80	-	-
20170406	486220	PAM CARPER	REIMBURSEMENT	10.00	10.00	-	-
20170406	486224	PIONEER MANUFACTURING CO	ATHLETIC SUPPLIES	113.00	113.00	-	-
20170406	486226	PRIORITY DISPATCH	MAINT SERVICE CONTRACT	98.00	98.00	-	-
20170406	486228	RICHMOND TIMES-DISPATCH	ADVERTISING	253.00	253.00	-	-
20170406	486229	RON JACOBS ELECTRIC INC	MISCELLANEOUS SUPPLIES	9,875.51	-	-	9,875.51
20170406	486235	SHEN.VALLEY OFFICE EQUIP.	OFFICE SUPPLIES	34.37	34.37	-	-

A/P DISTRIBUTION BY CHECK #

04/01/17 to 04/30/17

DATE	CHECK#	PAYEE	DESCRIPTION	TOTAL	GENERAL	CENTRAL	MISC
20170406	486236	SHENANDOAH AWARDS	OFFICE SUPPLIES	53.95	53.95	-	-
20170406	486237	SHENANDOAH VALLEY	OFFICE SUPPLIES	269.00	269.00	-	-
20170406	486238	SHORT CIRCUIT ELECTRONICS	VEHICLE MAINT & SUPPLIES	280.00	-	-	280.00
20170406	486239	SHRED-IT USA	OFFICE SUPPLIES	112.38	89.90	22.48	-
20170406	486241	SOUTHEASTERN SECURITY	ADULT PROGRAM SUPPLIES	37.00	37.00	-	-
20170406	486242	SOUTHERN ELECTRIC CORP.	MISCELLANEOUS SUPPLIES	56.91	56.91	-	-
20170406	486243	STAPLES ADVANTAGE	OFFICE SUPPLIES	380.97	380.97	-	-
20170406	486244	SUMMERTIME TRADITIONS	MOWING	960.00	960.00	-	-
20170406	486245	THE DAILY NEWS LEADER	NEWSPAPERS	17.80	17.80	-	-
20170406	486246	THE NEWS & ADVANCE	ADVERTISING	543.00	543.00	-	-
20170406	486247	THE NEWS LEADER	ADVERTISING	1,127.44	1,127.44	-	-
20170406	486248	TRACTOR SUPPLY COMPANY	MISCELLANEOUS SUPPLIES	72.95	72.95	-	-
20170406	486249	TREASURER OF VIRGINIA	CORONER	20.00	20.00	-	-
20170406	486250	VA.REC.& PARK SOCIETY,INC	ADULT PROGRAM SUPPLIES	15.00	15.00	-	-
20170406	486251	VERIZON	TELEPHONE SERVICE	262.70	262.70	-	-
20170406	486252	VERIZON WIRELESS	TELEPHONE SERVICE	80.02	80.02	-	-
20170406	486253	VERTICAL BRIDGE HOLDCO	TOWER	3,285.00	3,285.00	-	-
20170406	486257	WINTERGREEN PROPERTY	TOWER	3,627.84	3,627.84	-	-
20170406	486260	LOWES COMPANIES, INC.	EQUIPMENT	422.66	422.66	-	-
20170413	486275	AETNA INC	SELF INSURANCE	9,537.94	-	-	9,537.94
20170413	486276	ATKINS AUTOMOTIVE CO.,INC	VEHICLE SUPPLIES	13.29	13.29	-	-
20170413	486277	AUGUSTA COUNTY SERVICE	WATER & SEWER	74.96	74.96	-	-
20170413	486278	AUGUSTA HEALTH WORKPLACE	PHYSICALS	1,040.00	1,040.00	-	-
20170413	486280	AUGUSTA-STANTON HEALTH	CONTRIBUTION	132,984.00	132,984.00	-	-
20170413	486282	BAYCOM INC	VEHICLE SUPPLIES	287.00	287.00	-	-
20170413	486285	BOYERS HEATING & AIR	REPAIRS & MAINT - CONTRACT	150.00	150.00	-	-
20170413	486286	BUILDERS FIRSTSOURCE	VOTING SUPPLIES	191.69	191.69	-	-
20170413	486289	CAROL M BRYDGE	REIMBURSEMENT	212.61	212.61	-	-
20170413	486291	CENTRAL SHEN.EMS COUNCIL	TEXTBOOKS	170.50	170.50	-	-
20170413	486292	CENTRAL TIRE CORP.	VEHICLE MAINT & SUPPLIES	5,539.48	5,539.48	-	-
20170413	486293	CHECKERED FLAG GRAFFIX	VEHICLE MAINT & SUPPLIES	430.00	-	-	430.00
20170413	486294	COBB TECHNOLOGIES	OFFICE SUPPLIES	1.68	1.68	-	-
20170413	486296	COMMONWEALTH ENGINE	VEHICLE MAINT & SUPPLIES	387.96	387.96	-	-
20170413	486297	COMMONWEALTH RESCUE	EQUIPMENT	3,458.15	-	-	3,458.15
20170413	486298	COMMONWEALTH VET.CLINIC	VET	419.99	419.99	-	-
20170413	486300	COUNTY OF ALBEMARLE	TRAINING	75.00	75.00	-	-

DATE	CHECK #	PAYEE	DESCRIPTION	TOTAL	GENERAL	CENTRAL	MISC
20170413	486302	CUSTOM DELIVERIES OF VA	COURIER	250.00	250.00	-	-
20170413	486306	DOMINION VIRGINIA POWER	ELECTRIC SERVICE	24,217.53	19,394.53	4,823.00	-
20170413	486307	DONALD L SMITH, SHERIFF	PETTY CASH	90.87	90.87	-	-
20170413	486309	DUNCAN PARNELL INC	GIS SUPPLIES	835.84	-	-	835.84
20170413	486310	EAVERS ENT.	VEHICLE MAINT & SUPPLIES	16.00	16.00	-	-
20170413	486312	EGS & ASSOCIATES INC	STORM WATER	6,875.00	-	-	6,875.00
20170413	486314	FIRE APPARATUS SALES LLC	VEHICLE SUPPLIES	201.80	201.80	-	-
20170413	486316	GALE/CENGAGE LEARNING	BOOKS	98.11	98.11	-	-
20170413	486317	GALLS, LLC	UNIFORMS	2,746.31	2,746.31	-	-
20170413	486318	GLOBAL EQUIPMENT COMPANY	WELLNESS	1,035.24	1,035.24	-	-
20170413	486319	GRAINCOMM I LLC	TOWER	850.00	850.00	-	-
20170413	486320	GTP ACQUISITION PARTNERS	TOWER	3,715.27	3,715.27	-	-
20170413	486321	HEROES APPAREL LLC	WEARING APPAREL	3,054.49	3,054.49	-	-
20170413	486322	HERSHEY TIRE & AUTO REPAI	VEHICLE SUPPLIES	159.00	159.00	-	-
20170413	486324	INGRAM LIBRARY SERVICES	BOOKS	1,784.68	1,784.68	-	-
20170413	486325	INTERSTATE ALL-BATTERY	EQUIPMENT	224.20	224.20	-	-
20170413	486330	KENNETH RANDOZZO	REIMBURSEMENT	107.66	107.66	-	-
20170413	486332	LABORATORY CORPORATION OF	PHYSICALS	215.25	215.25	-	-
20170413	486333	LEVEL 7 SIGNS	GART	110.00	110.00	-	-
20170413	486335	MAY SUPPLY	REPAIR SUPPLIES	9.59	9.59	-	-
20170413	486337	MG-W TELEPHONE	TELEPHONE SERVICE	1,690.82	1,644.33	46.49	-
20170413	486338	MIDWEST TAPE	BOOKS	906.01	906.01	-	-
20170413	486339	MONGOLD'S REPAIR	REPAIR SUPPLIES	800.00	800.00	-	-
20170413	486341	NAFECO INC	WEARING APPAREL	450.04	450.04	-	-
20170413	486343	NEW HOPE TELEPHONE	TELEPHONE SERVICE	358.35	358.35	-	-
20170413	486344	PAUL OBAUGH FORD INC	VEHICLE MAINT & SUPPLIES	4,812.24	4,812.24	-	-
20170413	486345	PREMIER AUTO BODY OF STAU	VEHICLE MAINT & SUPPLIES	250.00	250.00	-	-
20170413	486346	PROVIDES US INC	VJIP	3,600.00	-	-	3,600.00
20170413	486347	QUEEN CITY CREATIVE	GART	595.00	595.00	-	-
20170413	486348	QUICK LANE TIRE & AUTO	VEHICLE MAINT & SUPPLIES	88.10	88.10	-	-
20170413	486349	RACHAEL PHILLIPS	REIMBURSEMENT	35.16	35.16	-	-
20170413	486350	REBEKAH CASTLE	REIMBURSEMENT	107.60	107.60	-	-
20170413	486351	ROCKINGHAM REDI-MIX, INC	SITE SUPPLIES	461.00	461.00	-	-
20170413	486353	RONNIE RITCHIE SERVICE CO	MISCELLANEOUS SUPPLIES	395.42	395.42	-	-
20170413	486354	SHAUNA GARSIMOWICZ	REIMBURSEMENT	209.93	209.93	-	-
20170413	486355	SHEFFER'S ELECTRICAL SERV	MISCELLANEOUS SUPPLIES	1,244.65	-	-	1,244.65

DATE	CHECK #	PAYEE	DESCRIPTION	TOTAL	GENERAL	CENTRAL	MISC.
20170413	486356	SHEN.VALLEY OFFICE EQUIP.	OFFICE SUPPLIES	388.00	388.00	-	-
20170413	486357	SHENANDOAH VALLEY	DUES	100.00	100.00	-	-
20170413	486358	SHENANDOAH VALLEY	4TH QTR FY16-17	27,773.00	10,553.74	-	17,219.26
20170413	486359	SHENTEL	TELEPHONE SERVICE	966.80	966.80	-	-
20170413	486361	SHRED-IT USA	OFFICE SUPPLIES	112.38	89.90	22.48	-
20170413	486362	SIMPLE ELEGANCE CATERING	ADVERTISING	230.50	230.50	-	-
20170413	486366	STAUNTON FOODS, LLC	CARE PROGRAM SUPPLIES	33.39	33.39	-	-
20170413	486367	STAUNTON MACHINE WORKS	SITE SUPPLIES	612.50	612.50	-	-
20170413	486369	STRYKER MEDICAL	EMS SUPPLIES	333.77	333.77	-	-
20170413	486370	SYCOM TECHNOLOGIES	MISCELLANEOUS SUPPLIES	178.00	178.00	-	-
20170413	486371	TCM, INC	JANITORIAL SERVICES	3,850.00	1,850.00	2,000.00	-
20170413	486372	TEI LANDMARK AUDIO	BOOKS	96.78	96.78	-	-
20170413	486373	TOWN OF CRAIGSVILLE	FY17 DECALS	30,961.00	30,961.00	-	-
20170413	486375	TREASURER OF VIRGINIA	CORONER	20.00	20.00	-	-
20170413	486376	UNITED PARCEL SERVICE	FREIGHT	52.26	32.25	-	20.01
20170413	486378	VERIZON	TELEPHONE SERVICE	55.81	55.81	-	-
20170413	486379	VERIZON	TELEPHONE SERVICE	571.87	571.87	-	-
20170413	486380	VERONA CAR CARE INC	VEHICLE MAINT & SUPPLIES	678.42	678.42	-	-
20170413	486381	VET. EMERGENCY SERV. INC.	VET	180.20	180.20	-	-
20170413	486382	VIRGINIA AGRIBUSINESS	TRAVEL	300.00	300.00	-	-
20170413	486383	VIRGINIA FIRE CHIEFS	REGISTRATION	395.00	395.00	-	-
20170413	486385	WEST CENTRAL COMMISSIONER	REGISTRATIONS	80.00	80.00	-	-
20170413	486388	XEROX FINANCIAL SERVICES	OFFICE SUPPLIES	75.71	75.71	-	-
20170413	486401	TOWN OF CRAIGSVILLE	WATER & SEWER	59.00	59.00	-	-
20170420	486514	ALEXANDRA M MEADOR	REIMBURSEMENT	99.77	99.77	-	-
20170420	486515	AUGUSTA CO-OP FARM BUREAU	MISCELLANEOUS SUPPLIES	7.99	7.99	-	-
20170420	486516	AUGUSTA COUNTY SERVICE	JANITORIAL SUPPLIES	5,331.39	1,858.69	3,472.70	-
20170420	486518	AUGUSTA PETRO COOP INC	FUEL	2,105.68	2,105.68	-	-
20170420	486522	BMS DIRECT	OFFICE SUPPLIES	6,115.68	6,115.68	-	-
20170420	486528	BOUND TREE MEDICAL, LLC	EMS SUPPLIES	764.36	764.36	-	-
20170420	486533	BURKS PAINT & WALLCOVER	MISCELLANEOUS SUPPLIES	217.69	-	-	217.69
20170420	486537	CAROL M BRYDGE	REIMBURSEMENT	32.63	32.63	-	-
20170420	486538	CARTER MACHINERY CO INC	VEHICLE MAINT & SUPPLIES	2,757.64	2,757.64	-	-
20170420	486541	CENTRAL SHEN.EMS COUNCIL	TEXTBOOKS	90.00	90.00	-	-
20170420	486543	CENTRAL VIRGINIA ELECTRIC	ELECTRIC SERVICE	229.36	229.36	-	-
20170420	486548	CLINE ASSOCIATES INC	SERVICE	90.00	90.00	-	-

DATE	CHECK#	PAYEE	DESCRIPTION	TOTAL	GENERAL	CENTRAL	MISC
20170420	486551	COLONIAL WEBB CONTRACTORS	CONTRACT - MAINT	377.42	377.42	-	-
20170420	486552	COMCAST	TELEPHONE SERVICE	918.75	918.75	-	-
20170420	486553	COMMONWEALTH ENGINE	VEHICLE MAINT & SUPPLIES	16.00	16.00	-	-
20170420	486554	COMMONWEALTH VET.CLINIC	VET	20.00	20.00	-	-
20170420	486560	DISCOUNT SCHOOL SUPPLY	CARE PROGRAM SUPPLIES	170.29	170.29	-	-
20170420	486561	DOMINION VIRGINIA POWER	ELECTRIC SERVICE	2,662.60	190.95	2,662.60	-
20170420	486563	EDIBLE BLUE RIDGE	GART	725.00	725.00	-	-
20170420	486566	FIRST CLASS SERVICES INC	GART	241.98	241.98	-	-
20170420	486569	FRIENDS OF AUGUSTA COUNTY	HEATING DEERFIELD	1,060.91	1,060.91	-	-
20170420	486571	FUN EXPRESS LLC	CARE PROGRAM SUPPLIES	330.12	330.12	-	-
20170420	486572	G.F. SPROUSE ENTERPRISES	POOL SUPPLIES	415.28	-	-	415.28
20170420	486573	GALLS, LLC	UNIFORMS	966.70	966.70	-	-
20170420	486594	IHEARTMEDIA	MARKETING	1,080.00	1,080.00	-	-
20170420	486595	INGRAM LIBRARY SERVICES	BOOKS	852.28	852.28	-	-
20170420	486597	INTERNATIONAL ECONOMIC	ADVERTISING	165.00	165.00	-	-
20170420	486599	JOHN C WHITE SERVICES INC	VEHICLE SUPPLIES	180.00	180.00	-	-
20170420	486613	MANSFIELD OIL COMPANY	FUEL	13,769.19	12,312.38	-	1,456.81
20170420	486614	MARIE ROTHWELL	REIMBURSEMENT	85.07	85.07	-	-
20170420	486615	MARSH & MCLENNAN AGENCY	PROFESSIONAL FEES	916.67	916.67	-	-
20170420	486617	MAY SUPPLY	REPAIR SUPPLIES	11.51	11.51	-	-
20170420	486621	MERRY MAIDS	CLEANING	220.00	220.00	-	-
20170420	486624	MONGOLD'S REPAIR	WATER & SEWER	1,751.00	1,751.00	-	-
20170420	486626	MOORE PUBLIC RELATIONS	GART	14,256.00	14,256.00	-	-
20170420	486628	MOUNTAIN VALLEY TRUCK &	VEHICLE MAINT & SUPPLIES	782.25	782.25	-	-
20170420	486629	NATIONAL POOLS	POOL SUPPLIES	1,485.00	1,485.00	-	-
20170420	486631	NOLAND COMPANY	SITE SUPPLIES	1,976.16	1,660.72	-	315.44
20170420	486632	NTELOS	TELEPHONE SERVICE	105.65	79.23	-	26.42
20170420	486634	OCLC, INC	BOOKS	35.15	35.15	-	-
20170420	486635	OFFICE PRODUCTS	FURNITURE	530.00	530.00	-	-
20170420	486641	PREMIER AUTO BODY OF STAU	VEHICLE MAINT & SUPPLIES	2,635.40	2,635.40	-	-
20170420	486642	QUEEN CITY CREATIVE	ADVERTISING	255.00	255.00	-	-
20170420	486645	RICOH USA	MAINT SERVICE CONTRACT	138.92	138.92	-	-
20170420	486648	ROBYN WILHELM	REIMBURSEMENT	39.26	39.26	-	-
20170420	486650	RON JACOBS ELECTRIC INC	PARK SUPPLIES	15,949.49	-	-	15,949.49
20170420	486653	SAFE KIDS WORLDWIDE	CHILD SEAT	100.00	-	-	100.00
20170420	486654	SALVATORE COPPOLA	REIMBURSEMENT	75.00	75.00	-	-

DATE	CHECK#	PAYEE	DESCRIPTION	TOTAL	GENERAL	CENTRAL	MISC.
20170420	486655	SECURITY INNOVATIONS, INC	SECURITY	364.00	-	-	364.00
20170420	486658	SHEN-VALLEY DISPOSAL CO	MAINT SERVICE CONTRACT	66.00	66.00	-	-
20170420	486659	SHENANDOAH MOBILE LLC	TOWER	435.90	435.90	-	-
20170420	486665	STAPLES ADVANTAGE	OFFICE SUPPLIES	481.55	481.55	-	-
20170420	486666	STAUNTON FOODS, LLC	CARE PROGRAM SUPPLIES	164.36	164.36	-	-
20170420	486670	SUMMIT PUBLISHING LLC	GART	897.50	897.50	-	-
20170420	486671	SYCOM TECHNOLOGIES	MAINT SERVICE CONTRACT	3,937.52	2,625.02	437.50	875.00
20170420	486672	TAPCO	STREET SIGN SUPPLIES	227.95	227.95	-	-
20170420	486677	TREASURER OF VIRGINIA	CORONER	20.00	20.00	-	-
20170420	486678	TREASURER OF VIRGINIA	SALARIES	2,981.55	2,981.55	-	-
20170420	486679	TREASURER OF VIRGINIA	TELEPHONE SERVICE	1,415.39	1,113.32	0.51	301.56
20170420	486681	VALLEY TERMITE & PEST	PEST CONTROL	161.00	161.00	-	-
20170420	486682	VERIZON	TELEPHONE SERVICE	13,681.32	11,657.84	1,117.28	906.20
20170420	486683	VET. EMERGENCY SERV. INC.	VET	35.00	35.00	-	-
20170420	486685	VIRGINIA EMPLOYMENT	VEC	141.31	-	-	141.31
20170420	486686	VIRGINIA STATE POLICE	OFFICE SUPPLIES	35.00	35.00	-	-
20170420	486688	WASTE MANAGEMENT OF VA-	REFUSE COLLECTION	3,024.90	2,565.70	459.20	-
20170420	486697	XEROX FINANCIAL SERVICES	OFFICE SUPPLIES	447.91	447.91	-	-
20170420	486698	ZEP SALES & SERVICE	JANITORIAL SUPPLIES	238.53	238.53	-	-
20170420	486700	BRAD YOUNG	REIMBURSEMENT	397.37	-	-	397.37
20170427	488080	ANTHEM BLUE CROSS & BLUE	REFUND	73.94	-	-	73.94
20170427	488081	APPALACHIAN GRASS INC	PARK SUPPLIES	493.00	493.00	-	-
20170427	488082	AT&T	TELEPHONE SERVICE	49.88	49.88	-	-
20170427	488083	ATLANTIC EMERGENCY	EQUIPMENT	3,400.00	-	-	3,400.00
20170427	488084	AUGUSTA COUNTY GENERAL	FEE	650.00	650.00	-	-
20170427	488085	AUGUSTA COUNTY SCH.BOARD	NATURAL GAS	442.20	442.20	-	-
20170427	488086	AUGUSTA COUNTY SERVICE	WATER & SEWER	54.87	54.87	-	-
20170427	488089	AUGUSTA HEALTH WORKPLACE	PHYSICALS	166.10	166.10	-	-
20170427	488090	BALZER & ASSOCIATES INC	MILL PLACE PARK	1,740.00	-	-	1,740.00
20170427	488092	BROWN EXTERMINATING CO	PEST CONTROL	250.00	250.00	-	-
20170427	488093	BUSINESS CARD	CREDIT CARD CHARGES	21,088.77	20,346.39	-	742.38
20170427	488094	C.W. WILLIAMS	REPAIRS & MAINT - CONTRACT	6,446.60	6,446.60	-	-
20170427	488095	CARRIE MILLER	REIMBURSEMENT	101.12	101.12	-	-
20170427	488096	CARSON HOLLOWAY	REIMBURSEMENT	20.28	20.28	-	-
20170427	488097	CHARLIE OBAUGH AUTO GROUP	VEHICLE MAINT & SUPPLIES	9,425.73	9,425.73	-	-
20170427	488098	CHILDREN'S PLUS INC	BOOKS	41.40	41.40	-	-

DATE	CHECK#	PAYEE	DESCRIPTION	TOTAL	GENERAL	CENTRAL	MISC
20170427	488099	CHURCHVILLE RESCUE SQUAD	REVENUE RECOVERY	22,584.94	-	-	22,584.94
20170427	488100	COBB TECHNOLOGIES	MAINT SERVICE CONTRACT	110.12	110.12	-	-
20170427	488101	COLONIAL WEBB CONTRACTORS	CONTRACT - MAINT	7,764.41	7,764.41	-	-
20170427	488102	COLUMBIA GAS	NATURAL GAS CONSUMPTION	10,253.62	8,990.96	1,262.66	-
20170427	488103	COMCAST	TELEPHONE SERVICE	624.29	624.29	-	-
20170427	488107	DAZA CRAIG	REIMBURSEMENT	10.00	10.00	-	-
20170427	488108	DEERFIELD RESCUE SQUAD	REVENUE RECOVERY	49,751.95	49,146.33	-	605.62
20170427	488109	DOMINION VIRGINIA POWER	ELECTRIC SERVICE	9,605.48	8,760.97	844.51	-
20170427	488110	EAST COAST EMERGENCY	VEHICLE SUPPLIES	800.00	800.00	-	-
20170427	488111	ELDON JAMES & ASSOC. INC.	LEGISLATIVE SERVICES	2,200.00	2,200.00	-	-
20170427	488112	ELECTION SERVICES ONLINE	VOTING MACHINES	146,945.00	-	-	146,945.00
20170427	488114	FIRE & SAFETY EQUIPMENT	HAZ MAT	52,966.28	-	-	52,966.28
20170427	488118	GALLS, LLC	UNIFORMS	581.80	581.80	-	-
20170427	488120	GLOBAL EQUIPMENT COMPANY	WELLNESS SUPPLIES	78.90	78.90	-	-
20170427	488121	HARRISONBURG AUTO GLASS	VEHICLE SUPPLIES	240.00	240.00	-	-
20170427	488123	HUMANA INC	REFUND	58.26	-	-	58.26
20170427	488124	HUNTER E AYRES GENERAL	FIRING RANGE	489.00	-	-	489.00
20170427	488125	INGRAM LIBRARY SERVICES	BOOKS	1,699.17	1,699.17	-	-
20170427	488126	INTERNATIONAL SOCIETY OF	DUES	125.00	125.00	-	-
20170427	488128	JAMES RIVER EQUIPMENT	EQUIPMENT	315.99	315.99	-	-
20170427	488129	JULIE HAWKINS	REIMBURSEMENT	450.00	450.00	-	-
20170427	488130	KAESER & BLAIR, INC	FIRE PREVENTION SUPPLIES	835.54	835.54	-	-
20170427	488131	KENNETH RANDOZZO	REIMBURSEMENT	90.00	90.00	-	-
20170427	488132	KNOCKERBALL HARRISONBURG	KIDS CAMP	964.08	964.08	-	-
20170427	488133	LAYMAN, DIENER, &	OFFICE SUPPLIES	44.00	44.00	-	-
20170427	488134	LEXIS NEXIS MATTHEW	FIXTURES	951.72	951.72	-	-
20170427	488135	LOGAN SYSTEMS INC	TECHNOLOGY TRUST FUND - CLERK	20,000.00	20,000.00	-	-
20170427	488137	MARDEN PRESS	OFFICE SUPPLIES	94.00	94.00	-	-
20170427	488140	MIDWEST TAPE	BOOKS	1,021.93	1,021.93	-	-
20170427	488143	MT.SOLON RESCUE SQUAD	REVENUE RECOVERY	28,817.91	17,318.47	-	11,499.44
20170427	488144	NEW HOPE RESCUE	REVENUE RECOVERY	10,071.63	-	-	10,071.63
20170427	488147	PIONEER MANUFACTURING CO	ATHLETIC SUPPLIES	981.00	981.00	-	-
20170427	488148	R & M AUTOMOTIVE	TOWING	1,692.71	1,692.71	-	-
20170427	488151	SHEN.VALLEY OFFICE EQUIP.	OFFICE SUPPLIES	445.62	445.62	-	-
20170427	488152	SHENANDOAH AWARDS	OFFICE SUPPLIES	169.80	169.80	-	-
20170427	488153	SHENANDOAH MOBILE LLC	TOWER	2,385.90	2,385.90	-	-

DATE	CHECK#	PA/YEE	DESCRIPTION	TOTAL	GENERAL	CENTRAL	MISC
20170427	488154	SHENANDOAH SIGN CO	ATHLETIC SUPPLIES	250.00	250.00	-	-
20170427	488155	SHI INTERNATIONAL CORP	OFFICE SUPPLIES	17.88	17.88	-	-
20170427	488157	SHRED-JT USA	OFFICE SUPPLIES	198.36	198.36	-	-
20170427	488158	SIGN MASTER	EQUIPMENT	45.00	45.00	-	-
20170427	488162	SOUTHEASTERN SECURITY	CARE PROGRAM	18.50	18.50	-	-
20170427	488163	STAPLES ADVANTAGE	OFFICE SUPPLIES	541.46	541.46	-	-
20170427	488164	STUARTS DRAFT RESCUE	REVENUE RECOVERY	45,372.75	-	-	45,372.75
20170427	488165	STUDIO 360	WEARING APPAREL	390.00	390.00	-	-
20170427	488167	THE WASHINGTON POST	NEWSPAPERS	135.20	135.20	-	-
20170427	488169	TORX MEDIA	GART	200.00	200.00	-	-
20170427	488171	U. S. POSTAL SERVICE	POSTAGE	10,000.00	-	10,000.00	-
20170427	488173	VALLEY CHRYSLER DODGE	VEHICLE MAINT & SUPPLIES	977.59	977.59	-	-
20170427	488174	VALLEY COMMUNITY	FY17 4TH QTR	44,275.00	44,275.00	-	-
20170427	488175	VERIZON	TELEPHONE SERVICE	46.99	46.99	-	-
20170427	488176	VERIZON WIRELESS	TELEPHONE SERVICE	6,838.58	6,201.66	24.27	612.65
20170427	488177	VIRGINIA BUSINESS SYSTEMS	COPIER CHARGES	246.12	246.12	-	-
20170427	488178	WEYERS CAVE VOL.FIRE DEPT	REVENUE RECOVERY	7,938.27	-	-	7,938.27
20170427	488179	XEROX FINANCIAL SERVICES	OFFICE SUPPLIES	364.23	364.23	-	-
20170427	488180	YOUNG HARDWARE,INC.	JANITORIAL SUPPLIES	304.99	304.99	-	-
			TOTALS	2,567,055.83	754,288.52	29,881.96	1,782,885.35