



Henry County Board of Supervisors

Meeting Agenda

July 28, 2020

3:00 p.m.

- 1) Invocation
- 2) Pledge of Allegiance
- 3) Call to Order
- 4) Welcome of Visitors and Advise Role of County Administrator as Contact Person for the Board
- 5) Items of Consent
 - A) Confirmation of Minutes of Meeting
 - June 23, 2020
 - B) Approval of Accounts Payable
 - C) Consideration of Resolution Honoring the 70th Anniversary of the Ridgeway Ruritan Club
- 6) Monthly Report on Delinquent Tax Collection Efforts
- 7) Monthly Update from the Martinsville-Henry County Economic Development Corporation
- 8) Financial Matters
 - A) Additional Appropriation re: Carryover of Emergency Funds – Department of Social Services
 - B) Award of Contract re: Landscaping and Turf Maintenance – Commonwealth Crossing Business Centre
 - C) Additional Appropriation re: Rescue Squad Assistance Fund Grant – Public Safety
- 9) Consideration of Resolution Supporting Smart Scale Application

- 10) Consideration of Change to Local Ordinance re: Courthouse Security Fees
- 11) Discussion of Funding for School Capital Projects
- 12) Discussion of Cable Franchise Agreement
- 13) Informational Items
 - A) Comments from the Board
- 14) Closed Meeting
 - A) §2.2-3711(A)1 for Discussion of Appointees to the Roanoke River Basin Association
 - B) §2.2-3711(A)7 for Discussion of Pending Legal Matters
 - C) §2.2-3711(A)3 for Discussion of Acquisition/Disposal of Real Estate
 - D) §2.2-3711(A)5 for Discussion of As-Yet Unannounced Industries
- 6:00 p.m. 15) Public Hearing – Rezoning Application R-20-04 – Charles D. Hodge
- 16) Public Hearing – Proposed Amendment to the FY '20-'21 School and Total County Budget
- 17) Public Hearing – Proposed Changes to County Procurement Ordinance
- 18) Matters by the Public
- 19) Presentation Regarding Impacts on Henry County of a Possible City of Martinsville Reversion
- 20) Adjournment

HENRY COUNTY BOARD OF SUPERVISORS MINUTES

June 23, 2020 – 3:00 p.m.

The Henry County Board of Supervisors held its regular meeting on June 23, 2020, at 3:00 p.m. in the Summerlin Meeting Room of the County Administration Building, King's Mountain Road, Collinsville, Virginia. The following Board members were present: Jim Adams, Chairman, Debra Buchanan, Vice-Chairman, Joe Bryant, Tommy Slaughter, David Martin, and Ryan Zehr.

Staff members present were Tim Hall, County Administrator; Dale Wagoner, Deputy County Administrator; George Lyle, County Attorney; Darrell Jones, Director of Finance; and Jennifer Gregory, Administrative Assistant.

Sheriff Lane Perry, Deputy Nicole Dunn, and Lt. Steve Raines of the Sheriff's Office were present. Also present were Kim Meeks of the Martinsville Bulletin, and Brandon Martin of Henry County Enterprise.

INVOCATION AND PLEDGE OF ALLEGIANCE:

Mr. Adams gave the invocation, and Dr. Martin led the Pledge of Allegiance.

CALL TO ORDER:

Chairman Adams called the meeting to order and welcomed everyone. He stated that anyone who wishes to be on the agenda for the Board's regular business meeting held at 3:00 p.m. must contact the County Administrator's Office seven days prior to a scheduled meeting. Those wishing to speak at the Board's public meeting starting at 6:00 p.m. may do so under the agenda item - Matters Presented by the Public without contacting the County Administrator's Office.

Mr. Bryant moved to accept the revised agenda, and Mr. Zehr seconded it. The motion carried unanimously.

ITEMS OF CONSENT:

Confirmation of Minutes of Meetings

Copy included in Board's File.

- May 26, 2020

Approval of Accounts Payable

Copy included in Board's File.

Dr. Martin moved the Items of Consent be approved, and Mr. Zehr seconded it. The motion carried unanimously.

REPORT ON DELINQUENT TAX COLLECTION EFFORTS

Mr. Grindstaff noted that 92.15% of 2019 personal property taxes and 93.76% of 2019 real estate taxes had been collected. Since January 1, 2020,

TACS has collected approximately \$361,034.30. There were sixteen VRW stops collected in May 2020 and eleven stops collected in June 2020.

CONSIDERATION OF A PROCLAMATION ENDING THE LOCAL DECLARATION OF EMERGENCY RELATED TO FLOODING ON MAY 24, 2020

Mr. Hall said on May 24, 2020, our office declared a local state of emergency in response to the significant flooding occurring in the County. The Board of Supervisors affirmed the declaration at its meetings on May 26. The emergency as a result of the flooding is now over, and the Board must officially rescind the emergency declaration

On a motion by Dr. Martin and seconded by Mr. Zehr, the Board unanimously approved a proclamation rescinding the declaration of emergency. (Copy included in Board's file).

APPROPRIATION OF THE FY 2020-2021 COUNTY BUDGET

Mr. Hall said the Board of Supervisors, at its May 26, 2020 meeting, adopted the FY 2020-2021 Total County Budget. These actions included setting of tax codes and adoption of the School Budget. However, no County funds can be expended or obligated until an appropriation resolution is approved. It reflects categorical appropriation, based on previous Board decisions regarding appropriations.

Mr. Zehr moved that the Board adopt the Appropriations Resolution as outlined, seconded by Dr. Martin, with a note correcting a section number. The motion unanimously carried. Mr. Hall took a roll call vote. Those voting in the affirmative were Mr. Zehr, Dr. Martin, Mr. Bryant, Mr. Slaughter, Ms. Buchanan, and Mr. Adams. (Copy included in Board's file).

ADDITIONAL APPROPRIATION RE: TRANSFER OF FY'20 FUNDS FOR CAPITAL IMPROVEMENT ITEMS

Mr. Hall said during the recent budget presentation, staff recommended using current year funds of \$445,600 to purchase eight patrol vehicles for the Sheriff's Office (\$301,600) and personal protective equipment/airpacks for Public Safety (\$144,000). In order to move forward with the purchase of these capital items, the transfer appropriations must be approved.

On a motion by Mr. Bryant and seconded by Mr. Slaughter, the Board unanimously approved the transfer of current year funds totaling \$445,600 as detailed on the attached transfer sheet for the purchase of capital items as outlined above. (Copy included in Board's file).

ADDITIONAL APPROPRIATION RE: UTILITY LINES TO THE NEW RESTROOM FACILITY AT SMITH RIVER SPORTS COMPLEX

Mr. Hall said staff is asking the Board to approve an additional appropriation of \$7,273 to cover the costs of extending the water and sewer lines to the new restroom facility at the Smith River Sports Complex. The restrooms are part of the Dick & Willie Passage Trail, Section 6B. Revenue for this appropriation was available from a Harvest Foundation grant and County operating funds.

On a motion by Ms. Buchanan and seconded by Dr. Martin, the Board unanimously approved the additional appropriation of \$7,273 to cover the costs of extending the water and sewer lines at the Smith River Sports Complex.

ADDITIONAL APPROPRIATION RE: CHILDREN'S SERVICES ACT PROGRAM FUNDS

Mr. Hall said staff is asking the Board to approve an additional appropriation of \$350,000 to cover overages in the Children's Service Act (CSA) Program Fund. Staff recommends using \$80,000 from the Board's contingency funds and \$270,000 from other revenue sources to cover the overages. The cost of providing services to certain at-risk youth continues to escalate, and there has been a higher number of youth placed in foster care in recent months. Both of the factors have resulted in the expenditures exceeding the budget amount. Amy Rice, Director of Henry-Martinsville Department of Social Services, provided additional information about the escalating costs in providing children's services.

On a motion by Dr. Martin and seconded by Ms. Buchanan, the Board unanimously approved the additional appropriation of \$350,000 to the Children's Services Act Program Funds.

ADDITIONAL APPROPRIATION RE: HOUSING INMATES – SHERIFF'S OFFICE

Mr. Hall said Sheriff Perry is asking the Board to approve the transfer of funds totaling \$210,000 to cover expenses related to housing inmates at other facilities. The original budget included \$900,000, and it is anticipated that this expenditure will reach \$1,110,000 for the fiscal year. The FY'21 budget includes \$1,200,000 for this line item.

On a motion by Mr. Bryant and seconded by Mr. Slaughter, the Board unanimously approved the transfer appropriation of \$210,000 to cover the additional costs of housing inmates at other facilities.

AWARD OF CONTRACT RE: FOOD FOR INMATES AT COUNTY JAIL – SHERIFF'S OFFICE

Mr. Hall said Sheriff Perry is asking the Board to award a contract to J.L. Culpepper & Company, Inc. to supply food for the Henry County Jail. This contract does not stipulate a total expenditure amount because of the fluctuation in numbers of inmates; however, Sheriff Perry estimates that the overall contract will be approximately \$160,000. Staff feels that even though there is not set amount to be spent in the contract, it is good practice for the Board to award the contract because of the size of the potential expenditure. The Purchasing Department concurs with this process.

On a motion by Mr. Zehr and seconded by Ms. Buchanan, the Board unanimously approved awarding the contract to J.L. Culpepper & Company, Inc. as requested by Sheriff Perry.

AWARD OF CONTRACT RE: HOUSING INMATES – SHERIFF'S OFFICE

Mr. Hall said Sheriff Perry is asking the Board to approve monthly expenditures during FY '21 associated with housing inmates at the Blue Ridge Regional Jail and New River Valley Regional Jail. Each of these facilities provides housing for a portion of the overflow inmates from the Henry County Jail. Expenditures for housing inmates at each of these facilities are likely to exceed \$20,000, requiring approval by the Board of Supervisors. The FY '21 budget includes \$1,200,000 for these expenses.

On a motion by Dr. Martin and seconded by Mr. Slaughter, the Board unanimously approved monthly expenditures associated with housing inmates at the Blue Ridge Regional Jail and New River Valley Regional Jail.

AWARD OF CONTRACT RE: PHYSICIAN SERVICES – SHERIFF'S OFFICE

Mr. Hall said Sheriff Perry is requesting the Board to award a contract in the amount of \$24,000 to Dr. Edna E. Gordon for physician services for inmates during FY '21. This is an approved renewal of the existing contract. Dr. Gordon has provided these services to the jail for the past several years.

On a motion by Ms. Buchanan and seconded by Zehr, the Board unanimously approved awarding the contract in the amount of \$24,000 to Dr. Edna E. Gordon for physician services for inmates.

AWARD OF CONTRACT RE: PERSONAL PROTECTIVE EQUIPMENT (AIRPACKS) – PUBLIC SAFETY

Mr. Hall said Public Safety Director Matt Tatum is asking the Board to award a contract in the amount of \$130,030 to Municipal Emergency Services for 18 airpacks and associated equipment. Airpacks are essential personal protective equipment used for firefighting and hazardous material incident responses. Pricing is based on Stafford County contract #18-3120. Funding for these items is part of the capital improvements budget recently presented to the Board for consideration in FY '20.

On a motion by Mr. Bryant and seconded by Mr. Slaughter, the Board unanimously approved awarding the contract to Municipal Emergency Services in the amount of \$130,030 for airpacks and associated equipment.

ADDITIONAL APPROPRIATION RE: SLOPE REPAIRS – PHILPOTT MARINA

Mr. Hall said staff is asking the Board to approve an additional appropriation of \$18,950 needed to make repairs to a failing slope at the Philpott Marina. During the storm event of May 24, heavy rains caused a slope adjacent to the parking lot to fail. The repairs are needed to ensure the integrity of the parking lot and the safety of visitors to the Marina. Staff has identified available funds in the current Parks and Recreation budget to cover this repair, but since the Marina is a separate cost center, the appropriation must be approved by the Board.

On a motion by Mr. Zehr and seconded by Ms. Buchanan, the Board unanimously approved the additional appropriation of \$18,950, as noted on the attached appropriation sheet. (Copy included in Board's file).

ADDITIONAL APPROPRIATION AND AWARD OF CONTRACT RE: VIRGINIA INFORMATION TECHNOLOGY AGENCY GRANT – 911 CENTER

Mr. Hall said J.R. Powell, Director of the Martinsville-Henry County 9-1-1 Communications Center, is asking the Board to approve an appropriation of \$30,000 received from a Virginia Information Technology Agency (VITA) grant. The funds will be used as part of a multi-year project to upgrade call handling equipment in the 9-1-1 Center. Additionally, funds for the project have already been appropriated as part of the FY '21 budget.

In addition, Mr. Powell is asking the Board to award a sole-source contract in the amount of \$217,443.57 to Mobile Communications of America, Inc. for the purchase and installation of the call handling equipment.

On a motion by Mr. Zehr and seconded by Dr. Martin, the Board unanimously approved the additional appropriation of \$30,000 received from the VITA grant and the award of contract to Mobile Communications of America in the amount of \$217,443.57 for call handling equipment.

DISCUSSION OF CARES ACT FUNDS AND SPENDING REQUIREMENTS

Mr. Hall discussed the CARES (Coronavirus Aid, Relief, and Economic Security) Act funds and potential initiatives that could be covered by those funds.

CONSIDERATION OF POLICY CHANGE TO MATCH VIRGINIA PROCUREMENT ACT REQUIREMENTS

Mr. Hall said the Procurement Act of the Code of Virginia allows the Commonwealth and its localities to spend up to \$100,000 for goods and nonprofessional services and up to \$80,000 on professional services before a Request for Proposals would be required. Many localities follow this threshold, but Henry County does not at this time. Our current threshold for both is \$20,000. The Public Service Authority follows the Commonwealth of Virginia benchmarks.

In light of the State of Emergency in place regarding the COVID-19 pandemic, Henry County can follow the Commonwealth thresholds as long as the State of Emergency is in effect. However, a public hearing would be needed to make the change permanent.

On a motion by Mr. Zehr and seconded by Dr. Martin, the Board unanimously approved the setting of a public hearing for the Board's July 28 meeting to consider changing County Code to match the Commonwealth of Virginia policy.

On a motion by Dr. Martin and seconded by Mr. Zehr, the Board unanimously approved authorizing the County Administrator to approve purchases up to \$100,000 for purchases related to the pandemic and CARES Act funds without bringing it back to the Board for approval.

AWARD OF CONTRACT RE: COMPUTER HARDWARE AND SOFTWARE – INFORMATION SERVICES DEPARTMENT

Mr. Hall said staff is asking the Board to award contracts to Dell Computer in the amount of \$302,003, Daly Computer in the amount of \$233,648, and Software House International (SHI) in the amount of \$76,271 to improve telework

capabilities of public employees and to enable compliance with COVID-19 public health precautions. Pricing is based on existing County or State contracts for this equipment. This award is contingent upon the approval of the appropriation of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") funds scheduled to be considered by the Board at the 6:00 p.m. session.

On a motion by Mr. Bryant and seconded by Mr. Slaughter, the Board unanimously approved awarding the contracts outlined above, contingent upon the Board's approval of the appropriation of the C.A.R.E.S. Act scheduled to be considered by the Board at the 6:00 p.m. session.

ADDITIONAL APPROPRIATION RE: CARES ACT FUNDING FOR REGISTRARS

Mr. Hall said General Registrar Elizabeth Stone is asking the Board to appropriate grants funds in the amount of \$65,113 received from the Coronavirus Aid, Relief, and Economic Security (C.A.R.E.S.) Act. Mrs. Stone has indicated that the funds will be used to buy personal protective equipment and sanitizing supplies for use by poll workers in the November election.

On a motion by Dr. Martin and seconded by Mr. Slaughter, the Board unanimously approved the grant funds of \$65,113 to assist the General Registrar in managing the COVID-19 pandemic locally.

INFORMATIONAL ITEMS

Comments from the Board

Mr. Adams thanked the local media for their efforts in getting the word out to the public regarding information on the Coronavirus.

Mr. Hall said Governor Ralph Northam announced today the Commonwealth will enter Phase three of the coronavirus re-opening plan on July 1.

CLOSED MEETING

Mr. Slaughter moved that the Board go into a closed meeting at 4:07 p.m. It was seconded by Ms. Buchanan and the motion unanimously carried to discuss the following:

- A) §2.2-3711(A)1 for Discussion of Appointees to the Roanoke River Basin Association and Southern Area Agency on Aging Board
- B) §2.2-3711(A)7 for Discussion of Pending Legal Matters.
- C) §2.2-3711(A)3 for Discussion of Acquisition/Disposal of Real Estate
- D) §2.2-3711(A)5 for Discussion of As-Yet Unannounced Industries.

OPEN MEETING

The Board returned to open meeting at 5:14p.m. On a motion by Mr. Zehr, seconded by Ms. Buchanan and unanimously carried.

CERTIFICATION OF CLOSED MEETING

Mr. Wagoner read the Certification of the Closed Meeting and took a roll call vote.

Board members voting in the affirmative were Mr. Adams, Mr. Bryant, Ms. Buchanan, Mr. Zehr, Dr. Martin, and Mr. Slaughter.

Southern Area Agency on Aging Board - On a motion by Mr. Slaughter and seconded by Mr. Zehr, the Board unanimously approved the appointment of Donna "Marie" Stone to a three-year term ending June 1, 2023.

CPEG – On a motion by Mr. Bryant and seconded by Dr. Martin, the Board unanimously approved allocating \$20,000 to the Chamber's Partnership for Economic Progress (CPEG) for retail recruiting.

Mr. Adams recessed at 5:16 p.m. until the 6:00 p.m. evening meeting.

Mr. Adams welcomed everyone to the 6:00 p.m. meeting.

PUBLIC HEARING – REZONING APPLICATION R-20-02- JOHN A. COMPTON

Mr. Clark said the property is located at 1279 Chatham Rd. in the Collinsville District. The Tax Map number is 43.2(66)/C. The applicant is requesting the rezoning of approximately 3.73-acres from Commercial District B-1 to Agricultural District A-1. The applicant intends to create an additional building lot and to keep agricultural animals on the property.

Mr. Adams opened the public hearing at 6:01 p.m. There being no one present who wished to speak, Mr. Adams closed the public hearing at 6:01 p.m. On a motion by Mr. Bryant and seconded by Ms. Buchanan, the Board unanimously approved the rezoning request.

PUBLIC HEARING – REZONING APPLICATION R-20-03-PAR 5 DEVELOPMENT GROUP, LLC

Mr. Clark said the property is located at 22485 A.L. Philpott Hwy. in the Horsepasture District. The Tax Map number is 58.1/47E. The applicant is requesting the rezoning of approximately 4.355-acres from Agricultural District A-1 to Commercial District B-1. The applicant intends to develop a retail store on the property.

Mr. Adams opened the public hearing at 6:02 p.m. There being no one present who wished to speak Mr. Adams closed the public hearing at 6:02 p.m. On a motion by Ms. Buchanan and seconded by Mr. Slaughter, the Board unanimously approved the rezoning request.

PUBLIC HERING – PROPOSED AMENDMENT FY '19-'20 COUNTY BUDGET

Mr. Hall said the County had received \$4,410,903 in Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020 funds. The CARES Act provides that the funds may be used to cover costs that:

- 1) Are necessary expenditures incurred due to the public health emergency with respects to the Coronavirus Disease (COVID-19)
- 2) Were not accounted for in the County's budget
- 3) Were incurred during the period of March 1, 2020 and December 30, 2020.

The Board must hold a public hearing in order to amend the FY '19-'20 Budget and appropriate these funds. Whenever a budget is altered by more than 1% of the total budget, a public hearing is required. Because of the Declaration of Emergency in response to the pandemic, interested persons were encouraged to submit comments by email or phone. County Administrator Tim Hall will read comments received during the public hearing. Following the public hearing, staff will ask the Board to approve an appropriation of \$4,410,903. The public hearing has been appropriately advertised and scheduled for the 6:00 p.m. portion of the meeting.

Mr. Adams opened the public hearing at 6:04 p.m. There being no one present who wished to speak, Mr. Adams closed the public hearing at 6:04 p.m. On a motion by Ms. Buchanan and seconded by Mr. Zehr, the Board unanimously approved the appropriation of \$4,410,903.

MATTERS PRESENTED BY THE PUBLIC

There was no one present who wished to speak.

There being no further business to discuss, Ms. Buchanan moved to adjourn at 6:05 p.m., seconded by Mr. Bryant and unanimously carried.



Henry County
Board of Supervisors

Meeting Date July 28, 2020

Item Number 5B

Issue

Approval of Accounts Payable

Background

See attached details.

Attachments

Summary of Accounts Payable

Staff Recommendation

Staff recommends approval of the Summary of Accounts Payable.

**SUMMARY OF ACCOUNTS PAYABLE
JULY 28, 2020**

	<u>JULY 2020</u>	<u>JUNE 2020</u>
ALL FUNDS PAYABLES:		
REGULAR PAYABLES:		
JUNE 17 & 30, 2020	CHECK # 20136132 THROUGH 20136469	
JULY 15, 2020	CHECK # 20136470 THROUGH 20136697	
GENERAL FUND	\$ 3,544,160.81	\$ 1,237,861.92
LAW LIBRARY FUND	-	-
CENTRAL DISPATCH FUND	34,118.79	48,643.63
REGIONAL INDUSTRIAL SITE PROJECT	-	5,648.30
SPECIAL CONSTRUCTION GRANT	-	10,895.92
COMPREHENSIVE SERVICE ACT FUND	175,859.11	218,806.13
FIELDALE SANITARY DISTRICT	1,301.73	-
PHILPOTT MARINA FUND	24,656.90	5,513.98
 PAYROLL:		
JUNE 30, 2020	DIRECT DEPOSIT ADVICES # 0554925 THROUGH 0555310	
JULY 15, 2020	DIRECT DEPOSIT ADVICES # 0556383 THROUGH 0556592	
GENERAL FUND	233,611.69	620,075.68
E911 CENTRAL DISPATCH FUND	186.00	57,719.86
PHILPOTT MARINA FUND	2,583.08	2,538.74
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TOTAL ALL FUND PAYABLES	\$ 4,016,478.11	\$ 2,207,704.16

I HEREBY CERTIFY THAT THE ABOVE ACCOUNTS PAYABLE SUMMARY, A RECAP OF THE BILL LIST AS PRESENTED, HAS BEEN DRAWN IN PAYMENT OF LEGAL OBLIGATIONS OF HENRY COUNTY.

TIM HALL
COUNTY ADMINISTRATOR

I HEREBY CERTIFY THAT THE LISTED ITEMS, AS REPRESENTED BY THE ABOVE ACCOUNTS PAYABLE SUMMARY, WERE APPROVED BY THE HENRY COUNTY BOARD OF SUPERVISORS AT THEIR REGULAR MONTHLY MEETING ON JULY 28, 2020.

JIM ADAMS, CHAIRMAN
HENRY COUNTY BOARD OF SUPERVISORS



Resolution of the
**HENRY COUNTY BOARD OF
SUPERVISORS**

WHEREAS, the Board of Supervisors, our families, our friends and our neighbors all have the good fortune to live in Henry County; and

WHEREAS, many of our best citizens donate their time, talents, money and energy to helping their fellow residents; and

WHEREAS, many of our citizens contribute by being a part of civic clubs, including the Ridgeway Ruritan Club; and

WHEREAS, the Ridgeway Ruritan Club was organized in 1950 with 39 charter members for the purpose of community service; and

WHEREAS, the Ridgeway Ruritan Club is celebrating its 70th anniversary and continues to set the standard for civic involvement in this community; and

WHEREAS, the Ridgeway Ruritan Club is an all-volunteer, non-profit community service organization committed to fellowship, goodwill, and community services; and

WHEREAS, the fundraising efforts and generosity of the Ridgeway Ruritan Club help provide vital community programs such as scholarships for high school seniors, support for the Boy Scouts, donations to schools, fire departments and rescue squads, and numerous other worthwhile activities; and

WHEREAS, the past and present members of the Ridgeway Ruritan Club have devoted thousands of hours over the past 70 years to help make Henry County what it is today:

NOW, THEREFORE, BE IT RESOLVED, on this 28th day of July 2020, that the Henry County Board of Supervisors congratulates all past and current members of the Ridgeway Ruritan Club for their devotion to their community. Furthermore, the Board congratulates the Club on its 70th birthday and extends wishes for many more.

Jim Adams, Chairman
Henry County Board of Supervisors



Henry County Board of Supervisors

Meeting Date July 28, 2020

Item Number 6

Issue

Monthly Report on Delinquent Tax Collection Efforts

Background

County Treasurer Scott Grindstaff will provide an update on delinquent tax collection efforts.

Attachments

Report from County Treasurer

Staff Recommendation

None

County of Henry



OFFICE OF THE TREASURER
COUNTY ADMINISTRATION BUILDING
3300 KINGS MOUNTAIN ROAD
COLLINSVILLE, VIRGINIA

SCOTT B. GRINDSTAFF
MGT

P.O. BOX 218
COLLINSVILLE, VIRGINIA 24078-0218

TELEPHONE (276) 634-4675
FAX (276) 634-4774
EMAIL: sgrindstaff@co.henry.va.us

To: Tim Hall
Board of Supervisors

From: Scott Grindstaff

CC: George Lyle

Date: July 20, 2020

Re: Delinquent Taxes

1. **PP Collection** – As of June 30, 2020 we have collected **92.61% of 2019 PP taxes**.
The amount collected during the month was \$ 107,689.99.
2. **RE Collection** – As of June 30, 2020, we have collected **94.18% of 2019 RE taxes**.
The amount collected during the month was \$ 123,505.43.
3. Since the first of January 2020, TACS has collected \$ 444,255.63
4. Debt Set-off – collected - \$ 132,964.18.
5. **VRW STOPS:**
July 2020 – 7 Stops collected
June 2020 – 18 Stops collected
May 2020 – 16
April 2020 – 8
March 2020 – 17
February 2020 – 38
January 2020 – 39

Total 2019 stops collected - 298

PERSONAL PROPERTY	<u>Jan-20</u>	<u>Feb-20</u>	<u>Mar-20</u>	<u>Apr-20</u>	<u>May-20</u>	<u>Jun-20</u>
2019	1,737,425.07	1,530,206.57	1,264,303.63	1,131,424.74	1,044,492.93	982,323.05
2018	726,644.92	700,207.81	674,069.72	656,478.61	600,414.19	564,860.64
2017	258,115.47	249,705.77	240,196.23	236,941.37	226,314.42	218,519.20
2016	98,351.35	96,231.42	94,991.34	93,630.19	91,684.81	90,083.06
2015	<u>75,309.42</u>	<u>73,523.81</u>	<u>72,970.81</u>	<u>71,568.72</u>	<u>68,830.29</u>	<u>68,260.70</u>
TOTAL	2,895,846.23	2,649,875.38	2,346,531.73	2,190,043.63	2,031,736.64	1,924,046.65
COLLECTED		245,970.85	303,343.65	156,488.10	158,306.99	107,689.99
2019 <u>BILLED</u>						
13,298,099.19	86.93%	88.49%	90.49%	91.49%	92.15%	92.61%

REAL ESTATE	<u>Jan-20</u>	<u>Feb-20</u>	<u>Mar-20</u>	<u>Apr-20</u>	<u>May-20</u>	<u>Jun-20</u>
2019	1,679,657.24	1,562,370.53	1,225,552.34	1,108,016.13	1,008,434.22	940,262.28
2018	673,555.80	641,263.38	587,245.19	564,725.02	533,515.02	511,136.50
2017	376,207.94	359,271.71	339,429.80	325,025.76	305,251.17	291,309.16
2016	173,843.02	164,223.74	153,586.14	146,515.98	141,039.47	134,122.08
2015	132,617.67	127,592.33	122,515.57	118,408.54	115,771.54	111,103.53
2014	96,935.83	94,623.06	88,630.83	84,199.84	81,061.17	77,388.29
2013	39,628.16	37,731.61	36,385.25	35,600.73	34,815.77	33,893.27
2012	26,054.34	23,425.07	22,288.04	21,949.84	21,701.26	21,220.68
2011	17,856.21	17,036.73	16,794.60	16,542.64	16,289.79	15,829.69
2010	14,047.19	13,431.46	13,110.54	12,853.08	12,793.05	11,940.69
2009	10,669.05	9,498.38	9,498.38	8,858.06	8,279.24	7,610.51
2008	7,156.61	6,850.98	6,463.07	6,422.10	6,183.77	6,155.25
2007	4,837.90	4,434.66	4,323.19	4,236.06	4,220.98	4,192.47
2006	3,970.13	3,609.03	3,608.63	3,548.44	3,548.63	3,441.16
2005	3,458.31	3,146.46	3,145.62	3,145.62	3,145.59	3,132.73
2004	8,370.59	3,201.20	3,201.20	3,201.20	3,201.19	3,201.19
2003	3,471.84	3,189.70	3,189.70	3,189.70	3,189.69	3,183.16
2002	3,586.42	3,500.89	3,500.89	3,500.88	3,500.87	3,500.87
2001	2,403.33	2,317.80	2,317.80	2,317.80	2,317.79	2,317.79
2000	<u>1,659.83</u>	<u>1,564.13</u>	<u>1,564.13</u>	<u>1,564.13</u>	<u>1,564.13</u>	<u>1,564.13</u>
TOTAL	3,279,987.41	3,082,282.85	2,646,350.91	2,473,821.55	2,309,824.34	2,186,505.43
COLLECTED		197,704.56	435,931.94	172,529.36	163,997.21	123,318.91
2019 RE BILLED						
16,157,063.23	89.60%	90.33%	92.41%	93.14%	93.76%	94.18%



Henry County
Board of Supervisors

Meeting Date July 28, 2020

Item Number 7

Issue

Monthly Update from the Martinsville-Henry County Economic Development Corporation

Background

Mark Heath, President/CEO of the Martinsville-Henry County Economic Development Corporation, will make his monthly update to the Board of Supervisors.

Attachments

None

Staff Recommendation

None



Henry County Board of Supervisors

Meeting Date July 28, 2020

Item Number 8

Issue

Monthly Financial Reports

Background

See attached.

Attachments

1. Fund Summary of Revenue
2. Fund Summary of Expenditures
3. Summary of Revenue by Cost Centers
4. Summary of Expenditures by Cost Center
5. Treasurer's Cash Report
6. Contingency Reserve Report

Staff Recommendation

Information only; no action needed.

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COUNTY OF HENRY LIVE DATABASE
FUND SUMMARY OF REVENUE
THROUGH JUNE 30, 2020

P 1
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FOR 2020 12

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
31 GENERAL FUND	55,053,129	151,719,151	85,587,097.61	3,765,938.04	66,132,053.48	56.4%
33 LAW LIBRARY FUND	20,700	20,700	7,615.50	-1,807.10	13,084.50	36.8%
36 CENTRAL DISPATCH FUND	1,846,578	1,880,590	1,705,632.11	1,038.70	174,958.17	90.7%
37 HCO/MTSV INDUSTRIAL SITE PROJ	0	1,450,302	20,000.00	.00	1,430,301.78	1.4%
39 SPECIAL CONSTRUCTION GRANTS	0	3,469,005	331,056.22	4,617.10	3,137,948.34	9.5%
43 GATEWAY STREETScape FOUND	83,916	83,916	109,351.73	32,614.92	-25,435.73	130.3%
45 INDUSTRIAL DEVELOPMENT AUTH	1,542,568	1,335,753	2,876,113.12	100,000.00	-1,540,359.77	215.3%
46 CHILDRENS SERVICES ACT FUND	1,033,000	1,383,000	1,321,151.44	77,572.47	61,848.56	95.5%
50 FIELDDALE SANITARY DISTRICT	20,500	20,500	305.91	.00	20,194.09	1.5%
51 PHILPOTT MARINA FUND	271,600	407,727	247,883.21	4,595.29	159,843.77	60.8%
58 SELF-INSURANCE FUND	14,102,700	14,191,875	12,829,718.05	840,107.65	1,362,156.47	90.4%
65 HENRY-MTSV SOCIAL SERVICES	8,012,853	8,023,701	6,895,160.04	50,734.12	1,128,540.50	85.9%
70 SCHOOL FUND	85,019,466	88,736,468	79,003,859.61	6,213,998.67	9,732,608.49	89.0%
71 SCHOOL TEXTBOOK FUND	1,270,700	1,519,993	554,924.09	43,381.25	965,068.66	36.5%
81 SCHOOL CAFETERIA FUND	5,636,452	5,876,607	5,049,204.71	276,300.19	827,402.71	85.9%
GRAND TOTAL	173,914,162	280,119,287	196,539,073.35	11,409,091.30	83,580,214.02	70.2%

** END OF REPORT - Generated by Pauline Pilson **

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COUNTY OF HENRY LIVE DATABASE
FUND SUMMARY OF EXPENDITURES
THROUGH JUNE 30, 2020

P 1
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FOR 2020 12

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
31 GENERAL FUND	55,053,129	151,719,151	74,336,567.34	9,208,807.83	49,011,346.59	28,371,237.16	81.3%
33 LAW LIBRARY FUND	20,700	20,700	14,253.28	87.52	3,216.00	3,230.72	84.4%
36 CENTRAL DISPATCH FUND	1,846,578	1,880,590	1,799,131.01	159,409.86	2,740.00	78,719.27	95.8%
37 HCO/MTSV INDUSTRIAL SITE PROJ	0	1,450,302	923,327.26	27,548.30	78,201.60	448,772.92	69.1%
39 SPECIAL CONSTRUCTION GRANTS	0	3,469,005	1,375,849.94	31,753.10	345,774.58	1,747,380.04	49.6%
43 GATEWAY STREETSCAPE FOUND	83,916	83,916	266,271.05	162,760.92	.00	-182,355.05	317.3%
45 INDUSTRIAL DEVELOPMENT AUTH	1,542,568	1,335,753	1,957,178.13	32,490.47	17,629.72	-639,054.50	147.8%
46 CHILDRENS SERVICES ACT FUND	1,033,000	1,383,000	1,915,127.45	391,546.68	.00	-532,127.45	138.5%
50 FIELDDALE SANITARY DISTRICT	20,500	20,500	15,627.70	2,603.46	.00	4,872.30	76.2%
51 PHILPOTT MARINA FUND	271,600	407,727	351,239.56	38,748.84	.00	56,487.42	86.1%
58 SELF-INSURANCE FUND	14,102,700	14,191,875	12,855,408.98	745,800.83	.00	1,336,465.54	90.6%
65 HENRY-MTSV SOCIAL SERVICES	8,012,853	8,023,701	7,366,219.26	635,358.87	728.00	656,753.28	91.8%
70 SCHOOL FUND	85,019,466	88,736,468	81,698,972.90	10,676,324.44	3,967,221.80	3,070,273.40	96.5%
71 SCHOOL TEXTBOOK FUND	1,270,700	1,519,993	1,022,208.21	109,190.18	.00	497,784.54	67.3%
81 SCHOOL CAFETERIA FUND	5,636,452	5,876,607	5,359,310.89	360,502.71	2,587.00	514,709.53	91.2%
GRAND TOTAL	173,914,162	280,119,287	191,256,692.96	22,582,934.01	53,429,445.29	35,433,149.12	87.4%

** END OF REPORT - Generated by Pauline Pilson **

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COUNTY OF HENRY LIVE DATABASE
SUMMARY OF REVENUE BY COST CENTERS
THROUGH JUNE 30, 2020

P 1
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FOR 2020 12

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
31 GENERAL FUND						
31301100 GENERAL PROPERTY TAXES	27,645,670	27,645,670	27,536,620.51	-56,806.09	109,049.49	99.6%
31301200 OTHER LOCAL TAXES	12,681,000	12,626,627	12,249,489.49	-716,990.55	377,137.51	97.0%
31301300 PERMITS, FEES & LICENSES	58,000	58,000	49,805.97	8,399.94	8,194.03	85.9%
31301400 FINES AND FORFEITURES	175,000	175,000	129,853.53	-8,409.12	45,146.47	74.2%
31301500 REVENUE FROM USE OF PROPERTY	970,800	2,293,945	2,276,712.09	92,020.72	17,232.51	99.2%
31301600 CHARGES FOR SERVICES	270,334	270,334	253,012.60	9,128.81	17,321.40	93.6%
31301800 MISCELLANEOUS REVENUE	60,000	60,000	41,471.79	4,488.00	18,528.21	69.1%
31301900 RECOVERED COST	2,723,540	2,815,106	2,721,172.20	48,877.42	93,933.36	96.7%
31302200 NON-CATEGORICAL AID STATE	3,925,828	3,925,828	3,553,836.38	-165,370.23	371,991.62	90.5%
31302300 SHARED EXPENSES (CATEGORICAL)	6,223,858	6,223,858	5,826,211.47	118,511.34	397,646.53	93.6%
31302400 CATEGORICAL AID STATE	85,997	881,233	640,935.22	1,663.43	240,297.90	72.7%
31303100 FED PAYMENTS IN LIEU OF TAXES	3,000	3,000	3,735.00	3,735.00	-735.00	124.5%
31303300 CATEGORICAL AID FEDERAL	210,102	5,410,397	4,951,389.78	4,426,689.37	459,007.33	91.5%
31304100 NON-REVENUE RECEIPTS	20,000	20,000	26,332.36	.00	-6,332.36	131.7%
31304104 PROCEEDS FROM INDEBTEDNESS	0	25,300,000	25,300,000.00	.00	.00	100.0%
31304105 FUND TRANSFERS	0	26,519	26,519.22	.00	.00	100.0%
31304109 RESERVE FUNDS	0	63,983,634	.00	.00	63,983,634.48	.0%
TOTAL GENERAL FUND	55,053,129	151,719,151	85,587,097.61	3,765,938.04	66,132,053.48	56.4%
33 LAW LIBRARY FUND						
33301600 CHARGES FOR SERVICES	6,000	6,000	5,333.90	-362.90	666.10	88.9%
33301900 RECOVERED COST	3,000	3,000	2,281.60	-1,444.20	718.40	76.1%
33304109 RESERVE FUNDS	11,700	11,700	.00	.00	11,700.00	.0%
TOTAL LAW LIBRARY FUND	20,700	20,700	7,615.50	-1,807.10	13,084.50	36.8%
36 CENTRAL DISPATCH FUND						
36301900 RECOVERED COST	436,798	437,962	411,902.42	33.95	26,059.14	94.0%
36302300 SHARED EXPENSES (CATEGORICAL)	203,109	203,109	172,005.04	399.66	31,103.96	84.7%
36302400 CATEGORICAL AID STATE	291,000	321,000	282,359.53	605.09	38,640.47	88.0%
36304105 FUND TRANSFERS	915,671	918,520	839,365.12	.00	79,154.60	91.4%
TOTAL CENTRAL DISPATCH FUND	1,846,578	1,880,590	1,705,632.11	1,038.70	174,958.17	90.7%
37 HCO/MTSV INDUSTRIAL SITE PROJ						

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COUNTY OF HENRY LIVE DATABASE
SUMMARY OF REVENUE BY COST CENTERS
THROUGH JUNE 30, 2020

P 2
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FOR 2020 12

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
37301900 RECOVERED COST	0	323,793	20,000.00	.00	303,793.48	6.2%
37302400 CATEGORICAL AID STATE	0	65,702	.00	.00	65,702.00	.0%
37304105 FUND TRANSFERS	0	717,307	.00	.00	717,307.21	.0%
37304109 RESERVE FUNDS	0	343,499	.00	.00	343,499.09	.0%
TOTAL HCO/MTSV INDUSTRIAL SITE PR	0	1,450,302	20,000.00	.00	1,430,301.78	1.4%
<hr/> 39 SPECIAL CONSTRUCTION GRANTS						
39301900 RECOVERED COST	0	1,564,114	1,227.42	.00	1,562,886.08	.1%
39302400 CATEGORICAL AID STATE	0	126,014	4,617.10	4,617.10	121,396.90	3.7%
39303300 CATEGORICAL AID FEDERAL	0	1,652,080	325,211.70	.00	1,326,868.63	19.7%
39304105 FUND TRANSFERS	0	95,650	.00	.00	95,649.81	.0%
39304109 RESERVE FUNDS	0	31,147	.00	.00	31,146.92	.0%
TOTAL SPECIAL CONSTRUCTION GRANTS	0	3,469,005	331,056.22	4,617.10	3,137,948.34	9.5%
<hr/> 43 GATEWAY STREETSCAPE FOUND						
43301500 REVENUE FROM USE OF PROPERTY	300	300	631.06	.00	-331.06	210.4%
43301900 RECOVERED COST	70,616	70,616	96,220.67	32,614.92	-25,604.67	136.3%
43303300 CATEGORICAL AID FEDERAL	13,000	13,000	12,500.00	.00	500.00	96.2%
TOTAL GATEWAY STREETSCAPE FOUND	83,916	83,916	109,351.73	32,614.92	-25,435.73	130.3%
<hr/> 45 INDUSTRIAL DEVELOPMENT AUTH						
45301500 REVENUE FROM USE OF PROPERTY	600	600	.94	.00	599.06	.2%
45301800 MISCELLANEOUS REVENUE	0	0	58,836.09	.00	-58,836.09	100.0%
45301900 RECOVERED COST	31,350	131,350	1,022,428.68	100,000.00	-891,078.68	778.4%
45302400 CATEGORICAL AID STATE	0	0	200,000.00	.00	-200,000.00	100.0%
45304105 FUND TRANSFERS	1,510,618	1,203,803	1,594,847.41	.00	-391,044.06	132.5%
TOTAL INDUSTRIAL DEVELOPMENT AUTH	1,542,568	1,335,753	2,876,113.12	100,000.00	-1,540,359.77	215.3%
<hr/> 46 CHILDRENS SERVICES ACT FUND						

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COUNTY OF HENRY LIVE DATABASE
SUMMARY OF REVENUE BY COST CENTERS
THROUGH JUNE 30, 2020

P 3
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FOR 2020 12

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
46302400 CATEGORICAL AID STATE	705,529	705,529	1,020,969.69	77,572.47	-315,440.69	144.7%
46304105 FUND TRANSFERS	327,471	677,471	300,181.75	.00	377,289.25	44.3%
TOTAL CHILDRENS SERVICES ACT FUND	1,033,000	1,383,000	1,321,151.44	77,572.47	61,848.56	95.5%
<hr/> 50 FIELDALE SANITARY DISTRICT						
50301500 REVENUE FROM USE OF PROPERTY	500	500	305.91	.00	194.09	61.2%
50304109 RESERVE FUNDS	20,000	20,000	.00	.00	20,000.00	.0%
TOTAL FIELDALE SANITARY DISTRICT	20,500	20,500	305.91	.00	20,194.09	1.5%
<hr/> 51 PHILPOTT MARINA FUND						
51301500 REVENUE FROM USE OF PROPERTY	69,600	69,600	129,616.97	.00	-60,016.97	186.2%
51301800 MISCELLANEOUS REVENUE	77,000	77,000	70,791.24	4,595.29	6,208.76	91.9%
51301900 RECOVERED COST	0	47,475	47,475.00	.00	.00	100.0%
51304105 FUND TRANSFERS	125,000	213,652	.00	.00	213,651.98	.0%
TOTAL PHILPOTT MARINA FUND	271,600	407,727	247,883.21	4,595.29	159,843.77	60.8%
<hr/> 58 SELF-INSURANCE FUND						
58301500 REVENUE FROM USE OF PROPERTY	50,000	50,000	95,724.30	.00	-45,724.30	191.4%
58301600 CHARGES FOR SERVICES	13,052,700	13,052,700	12,733,993.75	840,107.65	318,706.25	97.6%
58304109 RESERVE FUNDS	1,000,000	1,089,175	.00	.00	1,089,174.52	.0%
TOTAL SELF-INSURANCE FUND	14,102,700	14,191,875	12,829,718.05	840,107.65	1,362,156.47	90.4%
<hr/> 65 HENRY-MTSV SOCIAL SERVICES						
65401900 RECOVERED COSTS	400,303	400,307	357,684.03	-1,906.50	42,623.39	89.4%
65402400 CATEGORICAL AID STATE	3,195,041	3,195,093	2,087,413.46	6,364.31	1,107,679.54	65.3%
65403300 CATEGORICAL AID FEDERAL	3,664,266	3,664,266	3,748,807.26	46,276.31	-84,541.26	102.3%
65404105 FUND TRANSFERS	753,243	764,034	701,255.29	.00	62,778.83	91.8%
TOTAL HENRY-MTSV SOCIAL SERVICES	8,012,853	8,023,701	6,895,160.04	50,734.12	1,128,540.50	85.9%

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COUNTY OF HENRY LIVE DATABASE
SUMMARY OF REVENUE BY COST CENTERS
THROUGH JUNE 30, 2020

P 4
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FOR 2020 12

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
70 SCHOOL FUND						
70702401 STATE RETAIL SALES & USE TAX	8,475,440	8,475,440	7,594,872.96	687,563.74	880,567.04	89.6%
70702402 STATE SOQ FUNDS	32,254,163	32,254,163	31,904,438.55	2,453,580.71	349,724.45	98.9%
70702403 STATE SOQ FRINGE BENEFITS	5,147,652	5,147,652	5,126,729.00	414,723.09	20,923.00	99.6%
70702404 STATE OTHER SOQ FUNDS	7,641,744	7,641,744	7,289,485.58	979,989.38	352,258.42	95.4%
70702405 STATE CATEGORICAL FUNDS	98,933	98,933	130,678.66	51,459.93	-31,745.66	132.1%
70702406 OTHER STATE FUNDS	910,736	910,736	392,093.62	1,348.20	518,642.38	43.1%
70702407 FEDERAL FUNDS / GRANTS	9,853,000	9,853,000	7,489,946.57	1,352,431.81	2,363,053.43	76.0%
70702408 FROM OTHER FUNDS	1,712,366	1,712,366	1,680,329.27	272,901.80	32,036.73	98.1%
70702409 FROM COUNTY FUNDS	18,925,432	22,642,434	17,395,231.14	.00	5,247,202.96	76.8%
70702411 FROM LOANS, BONDS AND INVEST	0	0	54.26	.01	-54.26	100.0%
TOTAL SCHOOL FUND	85,019,466	88,736,468	79,003,859.61	6,213,998.67	9,732,608.49	89.0%
71 SCHOOL TEXTBOOK FUND						
71701500 REVENUE FROM USE OF PROPERTY	0	0	9,247.09	.00	-9,247.09	100.0%
71704105 FUND TRANSFERS	547,904	547,904	545,677.00	43,381.25	2,227.00	99.6%
71704109 RESERVE FUNDS	722,796	972,089	.00	.00	972,088.75	.0%
TOTAL SCHOOL TEXTBOOK FUND	1,270,700	1,519,993	554,924.09	43,381.25	965,068.66	36.5%
81 SCHOOL CAFETERIA FUND						
80000415 FUND TRANSFERS	0	291	291.42	.00	.00	100.0%
80100160 CAFETERIA OPERATING REVENUES	253,849	277,330	241,265.68	12,934.82	36,064.32	87.0%
80300160 CAFETERIA OPERATING REVENUES	528,675	571,768	482,664.98	27,024.96	89,103.02	84.4%
80800160 CAFETERIA OPERATING REVENUES	258,347	278,352	229,754.07	13,669.35	48,597.93	82.5%
80900160 CAFETERIA OPERATING REVENUES	234,799	253,689	235,718.34	12,934.02	17,970.66	92.9%
81000160 CAFETERIA OPERATING REVENUES	319,790	350,683	300,656.07	12,782.07	50,026.93	85.7%
81100160 CAFETERIA OPERATING REVENUES	269,221	286,274	239,459.92	12,351.01	46,814.08	83.6%
81300160 CAFETERIA OPERATING REVENUES	310,795	329,685	248,810.91	14,563.40	80,874.09	75.5%
81400160 CAFETERIA OPERATING REVENUES	746,481	746,481	643,180.14	33,652.09	103,300.86	86.2%
81900160 CAFETERIA OPERATING REVENUES	479,330	479,330	487,296.64	26,861.21	-7,966.64	101.7%
82000160 CAFETERIA OPERATING REVENUES	640,501	640,501	556,858.19	32,719.36	83,642.81	86.9%
82300160 CAFETERIA OPERATING REVENUES	672,665	672,665	548,221.14	26,719.68	124,443.86	81.5%
83200160 CAFETERIA OPERATING REVENUES	482,331	513,158	444,262.69	26,597.41	68,895.31	86.6%

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COUNTY OF HENRY LIVE DATABASE
SUMMARY OF REVENUE BY COST CENTERS
THROUGH JUNE 30, 2020

P 5
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FOR 2020 12

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
83300160 CAFETERIA OPERATING REVENUES	439,668	476,400	390,764.52	23,490.81	85,635.48	82.0%
TOTAL SCHOOL CAFETERIA FUND	5,636,452	5,876,607	5,049,204.71	276,300.19	827,402.71	85.9%
GRAND TOTAL	173,914,162	280,119,287	196,539,073.35	11,409,091.30	83,580,214.02	70.2%

** END OF REPORT - Generated by Pauline Pilson **

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COUNTY OF HENRY LIVE DATABASE
SUMMARY OF EXPENDITURES BY COST CENTERS
THROUGH JUNE 30, 2020

P 1
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FOR 2020 12

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
31 GENERAL FUND							
31311010 BOARD OF SUPERVISORS	139,105	157,105	148,869.62	22,149.80	5,505.00	2,730.38	98.3%
31312110 COUNTY ADMINISTRATOR	353,703	353,703	370,146.22	28,608.09	.00	-16,443.22	104.6%
31312240 INDEPENDENT AUDITOR	60,000	60,000	38,400.00	.00	.00	21,600.00	64.0%
31312250 HUMAN RESOURCES / TRAINING	69,500	69,500	64,727.27	4,946.19	.00	4,772.73	93.1%
31312260 COUNTY ATTORNEY	182,873	182,873	179,142.77	14,482.34	.00	3,730.23	98.0%
31312310 COMMISSIONER OF REVENUE	595,904	595,904	575,142.29	44,060.25	.00	20,761.71	96.5%
31312320 ASSESSORS	197,245	197,245	179,483.55	15,357.58	.00	17,761.45	91.0%
31312410 COUNTY TREASURER'S OFFICE	574,034	574,034	550,746.34	48,177.93	1,700.00	21,587.66	96.2%
31312430 FINANCE	406,464	409,585	408,875.01	33,285.07	.00	709.99	99.8%
31312510 COUNTY INFORMATION SERVICES	358,802	358,802	347,708.99	16,862.84	.00	11,093.01	96.9%
31312520 CENTRAL PURCHASING	223,888	223,888	217,530.54	18,838.35	.00	6,357.46	97.2%
31313200 REGISTRAR	315,499	388,162	299,290.88	42,001.61	7,852.00	81,019.12	79.1%
31321100 CIRCUIT COURT	89,705	90,955	93,936.82	8,014.51	.00	-2,981.82	103.3%
31321200 GENERAL DISTRICT COURT	23,070	23,070	14,368.15	368.80	.00	8,701.85	62.3%
31321300 SPECIAL MAGISTRATES	3,140	3,140	2,757.64	270.45	.00	382.36	87.8%
31321500 JUVENILE & DOMESTIC RELATIONS	9,990	9,990	5,138.52	585.17	.00	4,851.48	51.4%
31321600 CLERK OF THE CIRCUIT COURT	788,452	797,640	772,945.13	71,478.66	9,188.48	15,506.87	98.1%
31321610 CLERK O LIBRARY OF VA GRANTS	0	15,260	.00	.00	.00	15,260.00	.0%
31321700 SHERIFF CIVIL & COURT SECURIT	1,033,181	1,074,156	1,019,299.95	81,702.85	599.00	54,256.92	94.9%
31321900 VICTIM / WITNESS ASSIST	173,923	173,923	154,763.05	16,158.18	.00	19,159.95	89.0%
31322100 COMMONWEALTH ATTORNEY	939,807	939,807	951,736.13	110,920.03	3,720.50	-15,649.63	101.7%
31331200 SHERIFF LAW ENFORCEMENT	6,276,392	6,531,811	6,153,860.57	502,949.95	15,257.85	362,692.85	94.4%
31331330 ENFORCE SAFETY EQUIPMENT #1	0	20,217	8,974.88	599.00	11,183.94	58.15	99.7%
31331340 ENFORCEMENT DUI AND SEATBELT	0	16,143	6,080.92	.00	.00	10,062.28	37.7%
31331341 ENFORCE DUI AND SEATBELT #2	0	43,960	9,289.40	752.53	.00	34,670.60	21.1%
31331342 ENFORCE DUI AND SEATBELT #3	0	20,928	.00	.00	.00	20,928.09	.0%
31331351 ENFORCE SAFETY EQUIPMENT #3	0	14,201	.00	.00	197.06	14,003.94	1.4%
31331452 JAG GRANT	0	14,743	14,743.01	121.80	.00	.00	100.0%
31331453 JAG GRANT #2	0	14,970	14,873.92	7,434.22	.00	96.08	99.4%
31331751 SCH RESOURCE OFFICER PRG #SCH	269,038	269,038	269,037.96	22,419.83	.00	.04	100.0%
31331815 HOMELAND SECURITY GRANT #1	0	196,106	195,927.97	.00	.00	178.03	99.9%
31331835 DOJ BJA GRANT	0	48,233	9,471.00	9,471.00	.00	38,762.00	19.6%
31331910 SHER ST FORFEITED ASSET SHARI	0	116,163	117,130.54	87,859.99	.00	-967.99	100.8%
31331911 ATTY ST FORFEITED ASSET SHARI	0	26,961	26,473.97	.00	.00	486.60	98.2%
31331912 SHER FED FORFEITED ASSET SHAR	0	752	.00	.00	.00	751.96	.0%
31332400 OTHER FIRE AND RESCUE SERVICE	1,050,625	1,345,682	1,327,188.55	35,300.00	.00	18,493.28	98.6%
31332500 EMERGENCY SERVICES TRAINING	293,326	293,675	267,439.22	20,358.69	.00	26,236.08	91.1%
31332510 EMERGENCY SERVICES OPERATIONS	2,259,768	2,722,485	2,001,378.52	160,474.42	523,983.06	197,123.06	92.8%
31332710 EMS ONE-TIME GRANT EYE	0	10,000	9,285.76	1,250.00	710.19	4.05	100.0%
31332712 EMS 1-TIME GRANT EYE 2	0	0	10,000.00	10,000.00	.00	-10,000.00	100.0%

07/21/2020 07:59
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COUNTY OF HENRY LIVE DATABASE
SUMMARY OF EXPENDITURES BY COST CENTERS
THROUGH JUNE 30, 2020

P 2
glytdbud

FOR 2020 12

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
31333100 SHERIFF CORRECTION & DETENTIO	4,198,003	4,263,844	4,108,756.24	390,465.12	20,520.02	134,567.77	96.8%
31333110 SHERIFF ELECTRONIC MONITORING	32,727	32,727	3,089.50	1,722.50	15,437.50	14,200.00	56.6%
31333310 JUVENILE PROBATION OFFICE	384,100	384,100	366,770.21	66,711.46	.00	17,329.79	95.5%
31333410 SCAAP GRANT AWARD #1	0	9,331	2,576.81	-408.05	.00	6,754.19	27.6%
31333411 SCAAP GRANT AWARD #2	0	3,892	4,398.42	.00	.00	-506.00	113.0%
31333412 SCAAP GRANT AWARD #3	0	6,043	.00	.00	.00	6,042.69	.0%
31334410 CODE ENFORCEMENT	351,301	503,205	329,888.19	30,788.71	148,558.69	24,757.71	95.1%
31334420 FIRE PREVENTION	193,322	193,322	187,913.27	16,066.62	.00	5,408.73	97.2%
31335100 ANIMAL CONTROL	238,853	238,853	194,398.83	18,607.85	29,494.00	14,960.17	93.7%
31335510 PUBLIC SAFETY	187,612	187,612	186,715.67	15,187.04	.00	896.33	99.5%
31335610 MTSV- HENRY COUNTY SPCA	11,667	11,667	11,667.00	11,667.00	.00	.00	100.0%
31339500 CARES ACT - COVID	0	4,410,903	.00	.00	.00	4,410,903.00	.0%
31341210 RURAL ADDITIONS / STREET SIGN	9,000	12,207	5,296.98	.00	3,942.00	2,968.47	75.7%
31342300 REFUSE COLLECTION	1,542,680	1,544,625	1,530,992.90	229,675.54	1,945.00	11,687.10	99.2%
31342301 REFUSE MAN COLLECTION SITES	238,394	238,394	238,655.05	22,831.68	.00	-261.05	100.1%
31342610 REFUSE DISPOSAL- CLOSURE MAIN	10,500	10,500	6,228.34	.00	3,920.66	351.00	96.7%
31343100 GENERAL ENGINEERING / ADM	289,239	299,055	291,031.52	26,762.82	.00	8,023.48	97.3%
31343101 COMMUNICATION EQUIP MAINTENAN	76,461	76,461	66,934.23	6,083.58	.00	9,526.77	87.5%
31343400 MAINT ADMINISTRATION BUILDING	485,538	517,216	448,005.04	52,039.40	287.50	68,923.46	86.7%
31343500 MAINT COURT HOUSE	377,873	379,225	291,455.34	32,718.60	2,779.80	84,989.86	77.6%
31343610 MAINT SHERIFF'S OFFICE	60,900	61,923	39,841.91	5,387.33	.00	22,081.09	64.3%
31343620 MAINTENANCE JAIL	316,450	327,050	251,715.30	44,473.11	150.00	75,184.70	77.0%
31343630 MAINT DOG POUND	18,925	19,257	11,275.82	1,727.15	25.00	7,956.18	58.7%
31343640 MAINT SHERIFF'S FIRING RANGE	2,242	2,242	1,087.86	132.35	.00	1,154.14	48.5%
31343690 MAINT COMMUNICATIONS SITE	76,025	89,075	59,129.45	5,878.86	.00	29,945.55	66.4%
31343710 MAINT STORAGE BUILDING	7,025	7,025	3,243.86	362.85	.00	3,781.14	46.2%
31343720 MAINT OTHER CO BUILDINGS	48,400	64,273	49,059.34	925.21	.00	15,213.66	76.3%
31343730 MAINT SHARE HLTH DEPT/JSS BLD	64,241	74,192	70,444.75	4,534.82	.00	3,747.25	94.9%
31343750 MAINT PATRIOT CTE F/R BUILDIN	13,835	14,787	8,875.07	840.67	15.00	5,896.93	60.1%
31343770 MAINT CERT BUILDING	65,600	65,600	43,568.83	4,519.97	60.00	21,971.17	66.5%
31343771 MAINT BURN BUILDING	9,170	55,649	17,548.83	9,627.39	6,160.00	31,940.17	42.6%
31343772 MAINT SUMMERLIN STATION	18,025	18,025	11,021.18	1,325.23	.00	7,003.82	61.1%
31343780 MAINT DUPONT PROPERTY	125,111	125,111	90,865.77	9,509.52	.00	34,245.23	72.6%
31351100 LOCAL HEALTH DEPARTMENT	315,000	315,000	315,000.00	.00	.00	.00	100.0%
31352500 MENTAL HEALTH AND RETARDATION	169,920	169,920	169,920.00	.00	.00	.00	100.0%
31353230 AREA AGENCY ON AGING	16,000	16,000	13,223.00	5,000.00	.00	2,777.00	82.6%
31353241 TRANSPOR GRANT TPORT FED OYE	0	19,180	19,179.65	.00	.00	.01	100.0%
31353242 TRANSPOR GRANT TPORT INC OYE	0	4,816	444.74	.00	.00	4,371.07	9.2%
31353243 TRANSPOR GRANT TPORT PUB OYE	0	7,016	6,150.33	.00	.00	865.76	87.7%
31353244 TRANSPOR GRANT TPORT IN-K OYE	0	62	62.52	.00	.00	-.08	100.1%
31353251 TRANSPOR GRANT RECRE FED OYE	0	1,785	1,785.24	.00	.00	-.02	100.0%
31353252 TRANSPOR GRANT RECRE INC OYE	0	-1,027	.00	.00	.00	-1,027.40	.0%
31353253 TRANSPOR GRANT RECRE PUB OYE	0	9,517	6,150.33	.00	.00	3,366.76	64.6%
31353254 TRANSPOR GRANT RECRE IN-K OYE	0	63	429.69	.00	.00	-367.16	687.2%

07/21/2020 07:59
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COUNTY OF HENRY LIVE DATABASE
SUMMARY OF EXPENDITURES BY COST CENTERS
THROUGH JUNE 30, 2020

P 3
glytddb

FOR 2020 12

			ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
31353295	TRANSPOR GRANT LOCAL OYE		0	7,844	7,960.92	.00	.00	-116.74	101.5%
31353321	TRANSPOR GRANT TPORT FED EYE		47,715	49,271	27,176.32	7,184.96	.00	22,094.68	55.2%
31353322	TRANSPOR GRANT TPORT INC EYE		5,000	5,000	.00	.00	.00	5,000.00	.0%
31353323	TRANSPOR GRANT TPORT PUB EYE		27,742	27,742	18,443.91	2,044.75	.00	9,298.09	66.5%
31353324	TRANSPOR GRANT TPORT IN-K EYE		250	250	187.56	20.84	.00	62.44	75.0%
31353331	TRANSPOR GRANT RECRE FED EYE		9,315	12,616	5,717.18	40.63	.00	6,898.82	45.3%
31353332	TRANSPOR GRANT RECRE INC EYE		1,200	1,200	1,515.84	.00	.00	-315.84	126.3%
31353333	TRANSPOR GRANT RECRE PUB EYE		30,242	30,242	18,443.91	2,044.75	.00	11,798.09	61.0%
31353334	TRANSPOR GRANT RECRE IN-K EYE		250	250	788.38	20.83	.00	-538.38	315.4%
31353350	TRANSPOR GRANT SUPP TPORT EYE		24,779	27,841	27,841.00	.00	.00	.00	100.0%
31353395	TRANSPOR GRANT LOCAL EYE		10,282	10,282	.00	.00	.00	10,282.00	.0%
31353420	GROUP HOME SERVICES		66,192	66,192	66,192.00	.00	.00	.00	100.0%
31353600	OTHER SOCIAL SERVICES		96,981	96,981	96,981.00	13,500.00	.00	.00	100.0%
31353900	PROPERTY TAX RELIEF		111,000	111,000	116,304.85	116,304.85	.00	-5,304.85	104.8%
31368100	COMMUNITY COLLEGES		59,442	59,442	59,442.00	.00	.00	.00	100.0%
31371110	PARKS AND RECREATION		1,183,670	1,172,955	1,068,454.20	88,011.21	5,111.82	99,389.33	91.5%
31371115	PARKS & RECR - SPECIAL EVENTS		5,000	56,772	23,391.31	859.00	.00	33,380.65	41.2%
31372200	MUSEUMS		27,075	27,075	27,075.00	.00	.00	.00	100.0%
31372300	ART GALLERIES		8,500	8,500	8,500.00	.00	.00	.00	100.0%
31372610	OTHER CULTURAL ENRICHMENT		68,013	68,013	68,013.00	.00	.00	.00	100.0%
31373200	LIBRARY		735,541	735,541	735,541.00	.00	.00	.00	100.0%
31381100	PLANNING, COMMUNITY DEV & BZA		316,256	316,256	310,658.74	26,168.21	.00	5,597.26	98.2%
31381220	ENGINEERING & MAPPING		297,519	297,519	282,161.97	27,613.15	.00	15,357.03	94.8%
31381500	M/HC ECONOMIC DEV CORP		779,385	779,385	852,109.08	76,062.12	.00	-72,724.08	109.3%
31381510	ECONOMIC DEVELOPMENT AGENCIES		504,513	504,513	462,846.26	.00	.00	41,666.74	91.7%
31381520	ENTERPRISE ZONE INCENTIVES		15,000	15,000	3,919.72	3,919.72	.00	11,080.28	26.1%
31381530	OTHER ECONOMIC DEV INCENTIVES		0	67,500	75,000.00	.00	67,500.00	-75,000.00	211.1%
31381600	OTH PLANNING / COMM DEV AGENC		66,883	66,883	57,858.00	.00	.00	9,025.00	86.5%
31381930	SPECIAL PLANNING GRANTS		40,000	50,183	28,897.00	.00	.00	21,285.50	57.6%
31382400	SOIL & WATER CONSERVATION DIS		2,500	2,500	2,500.00	.00	.00	.00	100.0%
31382710	LITTER GRANT		25,408	25,408	22,476.00	.00	.00	2,932.00	88.5%
31383101	SEED LANDSCAPE PROGRAM		0	60,223	9,643.98	1,842.54	9,500.00	41,079.16	31.8%
31383500	VPI COOPERATIVE EXTENSION PRO		64,101	64,101	59,270.03	15,274.22	.00	4,830.97	92.5%
31391400	EMPLOYEE BENEFITS		107,657	131,055	61,402.35	.00	.00	69,652.87	46.9%
31391510	CENTRAL STORES		0	0	41,111.75	29,152.79	.00	-41,111.75	100.0%
31391520	POOL VEHICLES		4,200	4,200	1,891.73	.00	.00	2,308.27	45.0%
31391521	MOBILE COMMAND VEHICLE		7,510	7,510	3,862.90	569.20	.00	3,647.10	51.4%
31391610	CONTINGENCY RESERVE		110,000	50,000	.00	.00	.00	50,000.00	.0%
31393100	TRANSFERS TO OTHER FUNDS		22,557,435	27,175,170	20,773,179.55	.00	.00	6,401,990.58	76.4%
31394102	ONE-TIME NON-DEPART GRANTS		0	10,000	8,364.07	3,343.70	.00	1,635.93	83.6%
31394300	CIP CAPITAL OUTLAYS		95,000	1,809,929	1,266,389.83	32,073.85	180,556.41	362,982.66	79.9%
31394304	JAIL FACILITY		900,000	77,959,735	18,829,384.86	6,310,332.05	47,935,486.11	11,194,864.03	85.6%
31395350	DEBT SERVICE OTHER DEBTS #1		0	4,940,463	2,471,481.26	.00	.00	2,468,981.27	50.0%
31395351	DEBT SERVICE OTHER DEBTS #2		0	-56,877	-269,676.85	.00	.00	212,800.01	474.1%

07/21/2020 07:59
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COUNTY OF HENRY LIVE DATABASE
SUMMARY OF EXPENDITURES BY COST CENTERS
THROUGH JUNE 30, 2020

P 4
glytddbud

FOR 2020 12

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
31395352 DEBT SERVICE OTHER DEBTS #3	0	1,668,954	302,903.66	.00	.00	1,366,050.00	18.1%
TOTAL GENERAL FUND	55,053,129	151,719,151	74,336,567.34	9,208,807.83	49,011,346.59	28,371,237.16	81.3%
<hr/> 33 LAW LIBRARY FUND							
33321800 LAW LIBRARY	20,700	20,700	14,253.28	87.52	3,216.00	3,230.72	84.4%
TOTAL LAW LIBRARY FUND	20,700	20,700	14,253.28	87.52	3,216.00	3,230.72	84.4%
<hr/> 36 CENTRAL DISPATCH FUND							
36331400 JOINT DISPATCH CENTER	1,843,578	1,847,590	1,798,256.01	159,409.86	2,740.00	46,594.27	97.5%
36331402 SPECIAL GRANT EYE	0	30,000	.00	.00	.00	30,000.00	.0%
36331403 SPECIAL GRANT OYE	3,000	3,000	875.00	.00	.00	2,125.00	29.2%
TOTAL CENTRAL DISPATCH FUND	1,846,578	1,880,590	1,799,131.01	159,409.86	2,740.00	78,719.27	95.8%
<hr/> 37 HCO/MTSV INDUSTRIAL SITE PROJ							
37381970 REG COMWEALTH CROSSN PK	0	1,450,302	923,327.26	27,548.30	78,201.60	448,772.92	69.1%
TOTAL HCO/MTSV INDUSTRIAL SITE PR	0	1,450,302	923,327.26	27,548.30	78,201.60	448,772.92	69.1%
<hr/> 39 SPECIAL CONSTRUCTION GRANTS							
39394380 SMITH RIVER MULTI-USE TRAIL	0	1,437,801	180,753.78	13,929.40	67,168.46	1,189,878.43	17.2%
39394381 SMITH RIVER MULTI-USE TRAIL #	0	837,918	837,915.72	8,707.68	.00	2.47	100.0%
39394484 PH I VA AVE ENHANCEMENTS	0	414,993	113,942.35	.00	111,090.30	189,960.09	54.2%
39394492 SRST - ADMINISTRATIVE COSTS	0	17,382	210.96	.00	.00	17,171.08	1.2%
39394493 SRST-BASSETT FACADE IMPR PROG	0	19,882	9,212.75	.00	2,264.12	8,405.00	57.7%
39394494 SRST-FIELDALE FACADE IMPR PRO	0	17,172	.00	.00	8,025.87	9,146.45	46.7%
39394495 SRST-BASSETT TOWN SQ/STRSCAPE	0	216,166	185,368.63	.00	52.83	30,745.00	85.8%
39394496 SRST-FIELDALE TOWN SQ/STRSCAP	0	10,511	.00	.00	16,911.00	-6,399.85	160.9%
39394497 SRST-BASSETT TRAIN DEPOT	0	61,050	38,987.88	.00	22,062.00	.24	100.0%
39394498 SRST-FIELDALE REC CENTER	0	71,429	182.45	116.02	45,000.00	26,246.55	63.3%

07/21/2020 07:59
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COUNTY OF HENRY LIVE DATABASE
SUMMARY OF EXPENDITURES BY COST CENTERS
THROUGH JUNE 30, 2020

P 5
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FOR 2020 12

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
39394541 VRHRP - ADMIN COST	0	64,250	225.00	.00	52,200.00	11,825.00	81.6%
39394542 VRHRP - REHAB	0	270,400	.00	.00	.00	270,400.00	.0%
39394550 PLANNING GRANT #1	0	30,050	9,050.42	9,000.00	21,000.00	-.42	100.0%
TOTAL SPECIAL CONSTRUCTION GRANTS	0	3,469,005	1,375,849.94	31,753.10	345,774.58	1,747,380.04	49.6%
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43 GATEWAY STREETScape FOUND							
43382720 GATEWAY STREETScape FOUND	83,916	83,916	266,271.05	162,760.92	.00	-182,355.05	317.3%
TOTAL GATEWAY STREETScape FOUND	83,916	83,916	266,271.05	162,760.92	.00	-182,355.05	317.3%
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45 INDUSTRIAL DEVELOPMENT AUTH							
45381520 ENTERPRISE ZONE INCENTIVES	835,793	760,793	689,217.45	.00	.00	71,575.55	90.6%
45381530 OTHER ECONOMIC DEV INCENTIVES	50,000	50,000	1,035,000.00	.00	.00	-985,000.00	2070.0%
45381810 INDUSTRIAL PARK OPERATING EXP	2,650	4,150	1,518.73	.00	1,500.00	1,131.27	72.7%
45381950 REG PATRIOT CTR ORIG PARK	53,000	53,000	38,843.62	2,760.91	1,872.72	12,283.66	76.8%
45381960 REG PATRIOT CTR EXPANSION PAR	220,000	220,725	44,714.68	4,100.00	6,115.00	169,895.67	23.0%
45381965 REG BRYANT PROPERTY PARK	30,000	30,000	21,821.83	.00	.00	8,178.17	72.7%
45381970 REG COMMONWEALTH CROSSN PARK	257,075	123,035	24,905.16	3,654.99	8,142.00	89,987.84	26.9%
45394310 REG IND PARK SHELL BUILDING	94,050	94,050	101,156.66	21,974.57	.00	-7,106.66	107.6%
TOTAL INDUSTRIAL DEVELOPMENT AUTH	1,542,568	1,335,753	1,957,178.13	32,490.47	17,629.72	-639,054.50	147.8%
<hr/>							
46 CHILDRENS SERVICES ACT FUND							
46353180 CHILDRENS SERVICES ACT ADMIN	0	0	749.50	.00	.00	-749.50	100.0%
46353500 CHILDRENS SERVICES ACT PROG	1,033,000	1,383,000	1,914,377.95	391,546.68	.00	-531,377.95	138.4%
TOTAL CHILDRENS SERVICES ACT FUND	1,033,000	1,383,000	1,915,127.45	391,546.68	.00	-532,127.45	138.5%
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50 FIELDale SANITARY DISTRICT							
50343900 FIELDale SANITARY DISTRICT	20,500	20,500	15,627.70	2,603.46	.00	4,872.30	76.2%
TOTAL FIELDale SANITARY DISTRICT	20,500	20,500	15,627.70	2,603.46	.00	4,872.30	76.2%

07/21/2020 07:59
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COUNTY OF HENRY LIVE DATABASE
SUMMARY OF EXPENDITURES BY COST CENTERS
THROUGH JUNE 30, 2020

P 6
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FOR 2020 12

51	PHILPOTT MARINA FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
51 PHILPOTT MARINA FUND								
51371140	MARINA	146,600	146,600	128,343.36	19,198.84	.00	18,256.64	87.5%
51394300	CIP CAPITAL OUTLAYS	125,000	261,127	222,896.20	19,550.00	.00	38,230.78	85.4%
	TOTAL PHILPOTT MARINA FUND	271,600	407,727	351,239.56	38,748.84	.00	56,487.42	86.1%
58 SELF-INSURANCE FUND								
58312550	SELF-INSURANCE	14,102,700	14,102,700	12,766,234.46	745,800.83	.00	1,336,465.54	90.5%
58393100	TRANSFERS TO OTHER FUNDS	0	89,175	89,174.52	.00	.00	.00	100.0%
	TOTAL SELF-INSURANCE FUND	14,102,700	14,191,875	12,855,408.98	745,800.83	.00	1,336,465.54	90.6%
65 HENRY-MTSV SOCIAL SERVICES								
65480400	AUXILIARY GRANTS S/L	345,000	345,000	219,869.00	16,397.00	.00	125,131.00	63.7%
65480800	AFDC- MANUAL CHECKS F/S	2,000	2,000	-240.00	-20.00	.00	2,240.00	-12.0%
65481100	AFDC- FC F/S	460,000	460,000	353,992.57	25,270.47	.00	106,007.43	77.0%
65481200	ADOPTION SUBSIDY F/S	715,000	715,000	719,919.72	64,836.00	.00	-4,919.72	100.7%
65481400	FOSTERING FUTURE IV-E FOSTER	17,394	17,394	.00	.00	.00	17,394.00	.0%
65481700	SPECIAL NEEDS ADOPTION S	90,000	90,000	80,395.00	6,818.00	.00	9,605.00	89.3%
65482000	ADOPTION INCENTIVE	5,000	5,000	1,870.23	.00	.00	3,129.77	37.4%
65482900	FAMILY PRESERVATION	8,203	8,203	7,591.82	275.00	.00	611.18	92.5%
65483000	CHILD WELFARE SUBST ABUSE	13,032	13,032	5,153.77	.00	.00	7,878.23	39.5%
65483300	ADULT SERVICES	35,000	35,000	6,426.90	664.23	.00	28,573.10	18.4%
65484400	FSET PURCHASED SERVICES F/	30,000	30,000	15,327.91	.00	.00	14,672.09	51.1%
65484800	AFDC- UP F/S	2,000	2,000	.00	.00	.00	2,000.00	.0%
65484900	STAFF & OPER - NO LOCAL MATCH	280,418	280,418	283,444.96	18,989.31	.00	-3,026.96	101.1%
65485000	OUTSTATION ELIGIBILITY WORKER	50,784	50,784	50,595.33	4,285.69	.00	188.67	99.6%
65485500	SINGLE POOL ADMIN	5,388,594	5,388,659	5,387,425.74	493,872.16	728.00	505.26	100.0%
65485800	SINGLE POOL ADMIN PASS-THROUG	196,605	196,605	5,766.06	.00	.00	190,838.94	2.9%
65486100	INDEPENDENT LIVIN EDUC/TRAIN	4,500	4,500	2,041.69	.00	.00	2,458.31	45.4%
65486200	INDEPENDENT LIVING- PURCH SER	6,000	6,000	2,722.98	.00	.00	3,277.02	45.4%
65486400	RESPIRE CARE FOSTER PARENT	4,000	4,000	2,065.00	.00	.00	1,935.00	51.6%
65486600	SAFE & STABLE FAMILIES	63,273	63,273	44,867.82	136.00	.00	18,405.18	70.9%
65487200	VIEW - AFDC (15)	230,000	230,000	114,753.03	2,187.53	.00	115,246.97	49.9%
65487300	FOSTER PARENT TRAINING	2,400	2,400	2,324.67	.00	.00	75.33	96.9%

07/21/2020 07:59
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COUNTY OF HENRY LIVE DATABASE
SUMMARY OF EXPENDITURES BY COST CENTERS
THROUGH JUNE 30, 2020

P 7
glytdbud

FOR 2020 12

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
65488500 OTHER- LOCAL ONLY	44,837	44,837	34,630.67	820.82	.00	10,206.33	77.2%
65489500 ADULT PROTECTIVE SERVICES	6,000	6,000	2,528.62	-5.00	.00	3,471.38	42.1%
65489600 FUEL ASSISTANCE LOCAL ONLY	0	0	990.69	.00	.00	-990.69	100.0%
65499600 JOINT ADMINISTRATIVE EXPENSES	2,870	2,870	2,937.54	78.09	.00	-67.54	102.4%
65499700 COMPENSATION BOARD MEMBERS	9,943	20,726	18,817.54	753.57	.00	1,908.00	90.8%
TOTAL HENRY-MTSV SOCIAL SERVICES	8,012,853	8,023,701	7,366,219.26	635,358.87	728.00	656,753.28	91.8%
70 SCHOOL FUND							
70104200 OPER BUILDING SERVICES	204,000	183,412	183,254.66	9,860.58	.00	157.34	99.9%
70104300 OPER GROUNDS SERVICES	11,300	10,100	8,682.30	.00	.00	1,417.70	86.0%
70104400 OPER EQUIPMENT SERVICES	9,900	8,500	6,392.71	694.34	.00	2,107.29	75.2%
70111102 CLASSROOM INSTRUCTION REG	1,120,114	1,120,492	1,033,578.73	150,481.19	1,675.65	85,237.99	92.4%
70111212 INSTR SUP GUIDANCE SERV REG	66,240	66,240	66,351.31	9,929.77	.00	-111.31	100.2%
70111322 INSTR SUP MEDIA SERVICE REG	79,274	79,274	78,486.82	12,149.58	.00	787.18	99.0%
70111412 INSTR SUP OFF PRINCIPAL REG	159,525	159,525	146,739.84	16,204.64	.00	12,785.16	92.0%
70121102 CLASSROOM INSTRUCTION SP ED	360,665	361,585	393,407.38	56,438.25	.00	-31,822.38	108.8%
70302220 HEALTH SERVICES	113,221	112,291	111,688.08	17,064.37	.00	602.92	99.5%
70304200 OPER BUILDING SERVICES	212,500	192,400	190,298.11	3,579.55	.00	2,101.89	98.9%
70304300 OPER GROUNDS SERVICES	72,300	82,300	75,325.10	393.94	.00	6,974.90	91.5%
70304400 OPER EQUIPMENT SERVICES	8,400	10,000	8,963.99	794.44	.00	1,036.01	89.6%
70311102 CLASSROOM INSTRUCTION REG	2,256,323	2,259,347	2,342,494.34	346,875.63	5,269.39	-88,416.80	103.9%
70311212 INSTR SUP GUIDANCE SERV REG	69,411	69,411	120,407.79	18,144.29	.00	-50,996.79	173.5%
70311322 INSTR SUP MEDIA SERVICE REG	100,707	100,707	99,782.65	13,579.16	.00	924.35	99.1%
70311412 INSTR SUP OFF PRINCIPAL REG	288,372	288,372	281,493.50	31,132.19	.00	6,878.50	97.6%
70321102 CLASSROOM INSTRUCTION SP ED	828,116	828,116	954,261.38	139,896.68	.00	-126,145.38	115.2%
70604200 OPER BUILDING SERVICES	0	3,600	5,128.52	211.20	.00	-1,528.52	142.5%
70611102 CLASSROOM INSTRUCTION REG	0	1,291	1,290.16	.00	.00	.84	99.9%
70708209 INSTRUCTIONAL SUPPORT	1,135,664	1,082,248	1,065,756.69	98,970.56	7,207.74	9,283.57	99.1%
70708309 ADMINISTRATION	390,937	506,143	420,566.39	78,965.86	62,681.55	22,895.06	95.5%
70708609 OPERATIONS AND MAINTENANCE	1,536,345	1,755,903	1,734,954.60	54,888.78	6,880.30	14,068.51	99.2%
70721100 ADM BOARD SERVICES	81,718	80,765	80,350.50	6,602.79	.00	414.50	99.5%
70721200 ADM EXECUTIVE ADMIN SERV	593,691	431,497	409,378.58	63,115.40	4,508.00	17,610.25	95.9%
70721400 ADM PERSONNEL SERVICES	560,454	541,841	532,366.62	45,111.37	2,340.00	7,134.38	98.7%
70721600 ADM FISCAL SERVICES	744,221	711,022	710,291.50	61,470.85	.00	730.50	99.9%
70722100 ADM ATTENDANCE SERVICE	121,109	96,544	98,616.44	10,976.43	.00	-2,072.44	102.1%
70722200 ADM HEALTH SERVICES	816,572	892,467	891,066.87	145,691.26	.00	1,400.13	99.8%
70722300 ADM PSYCHOLOGICAL SERVICES	423,981	396,359	395,019.53	58,155.56	.00	1,339.47	99.7%
70731000 TRANSP MANAGEMENT & DIRECTION	439,994	864,615	382,311.49	73,220.82	451,638.00	30,665.11	96.5%
70732000 TRANSP VEHICLE OPERATION SERV	4,075,225	4,172,333	3,961,863.58	378,036.43	161,629.80	48,839.62	98.8%
70732002 TRANSP VEHICLE OPERATION SPEC	896,250	843,050	849,134.00	132,642.38	.00	-6,084.00	100.7%

07/21/2020 07:59
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COUNTY OF HENRY LIVE DATABASE
SUMMARY OF EXPENDITURES BY COST CENTERS
THROUGH JUNE 30, 2020

P 8
glytdbud

FOR 2020 12

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED	
70734000	TRANSP VEHICLE MAINT SERVICE	441,239	441,043	426,962.26	35,423.74	.00	14,080.74	96.8%
70760000	FACILITIES	2,144,000	3,417,435	1,689,333.78	516,369.91	1,693,606.00	34,495.47	99.0%
70771000	DEBT SERVICE	2,767,673	2,767,673	2,752,203.91	484,500.00	.00	15,469.09	99.4%
70772000	FUND TRANSFERS	547,904	547,904	545,677.00	43,381.25	.00	2,227.00	99.6%
70790000	CONTINGENCY RESERVE	50,000	50,000	.00	.00	.00	50,000.00	.0%
70804200	OPER BUILDING SERVICES	129,500	122,000	118,144.43	3,867.07	.00	3,855.57	96.8%
70804300	OPER GROUNDS SERVICES	7,600	7,600	6,805.17	200.00	.00	794.83	89.5%
70804400	OPER EQUIPMENT SERVICES	7,500	7,200	5,616.62	366.59	.00	1,583.38	78.0%
70811102	CLASSROOM INSTRUCTION REG	1,049,756	1,053,482	1,137,125.31	166,346.01	4,670.88	-88,314.11	108.4%
70811212	INSTR SUP GUIDANCE SERV REG	74,880	74,880	75,024.43	11,291.71	.00	-144.43	100.2%
70811322	INSTR SUP MEDIA SERVICE REG	76,145	76,145	73,147.52	10,549.62	.00	2,997.48	96.1%
70811412	INSTR SUP OFF PRINCIPAL REG	140,694	140,694	137,838.11	15,071.31	.00	2,855.89	98.0%
70821102	CLASSROOM INSTRUCTION SP ED	260,316	260,316	342,362.96	51,512.96	.00	-82,046.96	131.5%
70904200	OPER BUILDING SERVICES	149,500	172,500	167,892.29	3,534.79	.00	4,607.71	97.3%
70904300	OPER GROUNDS SERVICES	13,850	14,750	13,164.60	.00	.00	1,585.40	89.3%
70904400	OPER EQUIPMENT SERVICES	7,700	6,900	4,341.88	498.66	.00	2,558.12	62.9%
70911102	CLASSROOM INSTRUCTION REG	1,038,724	1,041,354	1,053,455.77	155,627.61	2,493.35	-14,595.38	101.4%
70911212	INSTR SUP GUIDANCE SERV REG	68,155	68,155	67,822.46	10,219.99	.00	332.54	99.5%
70911322	INSTR SUP MEDIA SERVICE REG	85,568	85,568	85,506.43	12,515.56	.00	61.57	99.9%
70911412	INSTR SUP OFF PRINCIPAL REG	135,488	135,488	153,213.64	16,724.97	.00	-17,725.64	113.1%
70921102	CLASSROOM INSTRUCTION SP ED	232,459	232,459	257,745.02	37,982.71	.00	-25,286.02	110.9%
71004200	OPER BUILDING SERVICES	157,500	154,230	148,278.37	3,911.81	.00	5,951.63	96.1%
71004300	OPER GROUNDS SERVICES	17,100	19,400	18,304.00	200.00	.00	1,096.00	94.4%
71004400	OPER EQUIPMENT SERVICES	9,500	8,100	6,315.60	668.75	.00	1,784.40	78.0%
71011102	CLASSROOM INSTRUCTION REG	1,575,603	1,578,736	1,607,961.30	237,178.03	4,634.46	-33,859.38	102.1%
71011212	INSTR SUP GUIDANCE SERV REG	71,036	71,036	71,190.76	10,689.36	.00	-154.76	100.2%
71011322	INSTR SUP MEDIA SERVICE REG	75,936	75,936	73,514.27	10,288.02	.00	2,421.73	96.8%
71011412	INSTR SUP OFF PRINCIPAL REG	175,605	175,605	120,275.43	9,578.95	.00	55,329.57	68.5%
71021102	CLASSROOM INSTRUCTION SP ED	299,261	299,261	311,682.79	46,472.54	.00	-12,421.79	104.2%
71104200	OPER BUILDING SERVICES	143,400	141,400	137,171.85	5,865.54	.00	4,228.15	97.0%
71104300	OPER GROUNDS SERVICES	8,900	7,700	7,246.80	.00	.00	453.20	94.1%
71104400	OPER EQUIPMENT SERVICES	7,800	6,300	4,231.39	414.12	.00	2,068.61	67.2%
71111102	CLASSROOM INSTRUCTION REG	1,002,587	1,003,525	1,003,580.36	141,281.56	976.97	-1,032.22	100.1%
71111212	INSTR SUP GUIDANCE SERV REG	72,845	72,845	72,997.06	10,973.33	.00	-152.06	100.2%
71111322	INSTR SUP MEDIA SERVICE REG	78,374	78,374	78,375.04	11,422.44	.00	-1.04	100.0%
71111412	INSTR SUP OFF PRINCIPAL REG	132,627	132,627	148,730.03	16,572.22	.00	-16,103.03	112.1%
71121102	CLASSROOM INSTRUCTION SP ED	316,676	316,676	347,452.61	51,589.13	.00	-30,776.61	109.7%
71304200	OPER BUILDING SERVICES	150,500	169,500	166,275.59	3,955.27	.00	3,224.41	98.1%
71304300	OPER GROUNDS SERVICES	11,200	10,900	10,595.42	.00	.00	304.58	97.2%
71304400	OPER EQUIPMENT SERVICES	9,700	6,700	3,301.47	430.34	.00	3,398.53	49.3%
71311102	CLASSROOM INSTRUCTION REG	914,534	925,042	1,051,676.70	153,869.58	2,366.52	-129,001.71	113.9%
71311212	INSTR SUP GUIDANCE SERV REG	65,621	38,097	19,147.95	7,417.12	.00	18,949.05	50.3%
71311322	INSTR SUP MEDIA SERVICE REG	81,125	81,125	79,735.61	11,761.90	.00	1,389.39	98.3%
71311412	INSTR SUP OFF PRINCIPAL REG	168,435	168,435	172,468.87	17,760.20	.00	-4,033.87	102.4%

07/21/2020 07:59
ppilson

COUNTY OF HENRY LIVE DATABASE
SUMMARY OF EXPENDITURES BY COST CENTERS
THROUGH JUNE 30, 2020

P 9
glytdbud

FOR 2020 12

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
71321102 CLASSROOM INSTRUCTION SP ED	446,431	446,431	491,865.56	74,083.79	.00	-45,434.56	110.2%
71404200 BUILDING SERVICES	330,671	371,437	370,630.83	7,525.81	.00	806.17	99.8%
71404300 GROUNDS SERVICES	25,573	22,073	20,874.40	.00	.00	1,198.60	94.6%
71404400 EQUIPMENT SERVICES	18,950	13,450	8,504.34	847.00	.00	4,945.66	63.2%
71411102 CLASSROOM INSTRUCTION	1,455,763	1,463,883	1,611,863.43	241,503.14	2,720.78	-150,700.80	110.3%
71411103 CLASSROOM INSTRUCTION	1,648,726	1,642,373	1,479,288.83	211,155.25	2,723.14	160,360.62	90.2%
71411212 INSTR SUP GUIDANCE SERV	131,237	121,237	108,124.04	15,727.55	.00	13,112.96	89.2%
71411213 INSTR SUP GUIDANCE SERV	131,237	121,237	108,124.35	15,727.60	.00	13,112.65	89.2%
71411322 INSTR SUP MEDIA SERVICE	58,694	58,694	53,020.81	5,712.52	.00	5,673.19	90.3%
71411323 INSTR SUP MEDIA SERVICE	58,695	58,695	52,997.10	5,712.59	.00	5,697.90	90.3%
71411412 INSTR SUP OFF PRINCIPAL	187,159	187,159	190,003.90	16,995.03	.00	-2,844.90	101.5%
71411413 INSTR SUP OFF PRINCIPAL	187,159	187,159	190,006.08	16,995.26	.00	-2,847.08	101.5%
71421102 CLASSROOM INSTRUCTION	264,389	264,389	319,142.25	49,922.09	.00	-54,753.25	120.7%
71421103 CLASSROOM INSTRUCTION	204,878	204,878	182,890.49	26,767.40	.00	21,987.51	89.3%
71431102 CLASSROOM INSTRUCTION	109,743	109,743	95,611.58	15,142.79	.00	14,131.42	87.1%
71431103 CLASSROOM INSTRUCTION	293,266	293,266	296,422.28	45,428.35	.00	-3,156.28	101.1%
71904200 BUILDING SERVICES	338,000	339,421	351,660.58	21,155.29	.00	-12,239.58	103.6%
71904300 GROUNDS SERVICES	36,550	40,150	38,129.00	.00	.00	2,021.00	95.0%
71904400 EQUIPMENT SERVICES	15,550	10,050	7,133.46	1,424.01	.00	2,916.54	71.0%
71911102 CLASSROOM INSTRUCTION	1,254,092	1,255,700	1,266,319.39	186,005.32	2,332.97	-12,952.27	101.0%
71911103 CLASSROOM INSTRUCTION	1,560,641	1,562,255	1,536,721.69	217,340.28	2,317.95	23,214.98	98.5%
71911212 INSTR SUP GUIDANCE SERV	123,016	123,016	120,541.62	20,077.41	.00	2,474.38	98.0%
71911213 INSTR SUP GUIDANCE SERV	123,016	123,016	120,543.37	20,077.66	.00	2,472.63	98.0%
71911322 INSTR SUP MEDIA SERVICE	61,055	61,055	61,544.18	8,249.50	.00	-489.18	100.8%
71911323 INSTR SUP MEDIA SERVICE	61,055	61,055	62,069.33	8,249.68	.00	-1,014.33	101.7%
71911412 INSTR SUP OFF PRINCIPAL	195,102	195,102	175,600.80	14,758.14	.00	19,501.20	90.0%
71911413 INSTR SUP OFF PRINCIPAL	195,102	195,102	175,602.57	14,758.27	.00	19,499.43	90.0%
71921102 CLASSROOM INSTRUCTION	163,031	163,031	162,502.78	24,327.93	.00	528.22	99.7%
71921103 CLASSROOM INSTRUCTION	102,695	102,695	75,906.76	11,349.77	.00	26,788.24	73.9%
71931102 CLASSROOM INSTRUCTION	108,356	108,356	100,665.46	16,189.43	.00	7,690.54	92.9%
71931103 CLASSROOM INSTRUCTION	289,108	289,108	312,393.86	48,568.61	.00	-23,285.86	108.1%
72004200 OPER BUILDING SERVICES	532,000	496,109	497,018.86	12,876.85	.00	-910.15	100.2%
72004300 OPER GROUNDS SERVICES	48,250	51,650	47,578.64	.00	.00	4,071.36	92.1%
72004400 OPER EQUIPMENT SERVICES	26,100	34,850	29,581.93	1,337.64	.00	5,268.07	84.9%
72011103 CLASSROOM INSTRUCTION REG	4,215,186	4,219,760	4,014,647.21	598,423.99	10,145.62	194,966.80	95.4%
72011110 CLASSROOM INSTRUCTION	0	25,000	17,531.81	4,986.58	.00	7,468.19	70.1%
72011213 INSTR SUP GUIDANCE SERV REG	355,528	335,528	322,649.00	44,374.21	.00	12,879.00	96.2%
72011323 INSTR SUP MEDIA SERVICE REG	131,675	131,675	138,368.75	20,365.07	.00	-6,693.75	105.1%
72011413 INSTR SUP OFF PRINCIPAL REG	513,031	513,031	501,426.38	45,973.73	.00	11,604.62	97.7%
72021103 CLASSROOM INSTRUCTION SP ED	342,140	342,140	460,419.98	71,078.46	.00	-118,279.98	134.6%
72031103 CLASSROOM INSTRUCTION VOC	690,682	690,682	745,239.74	104,724.10	.00	-54,557.74	107.9%
72304200 OPER BUILDING SERVICES	472,000	537,103	526,324.15	12,035.79	1,745.11	9,033.74	98.3%
72304300 OPER GROUNDS SERVICES	54,300	77,800	74,421.63	.00	.00	3,378.37	95.7%
72304400 OPER EQUIPMENT SERVICES	25,300	22,800	18,328.87	519.55	.00	4,471.13	80.4%

07/21/2020 07:59
ppilson

COUNTY OF HENRY LIVE DATABASE
SUMMARY OF EXPENDITURES BY COST CENTERS
THROUGH JUNE 30, 2020

P 10
glytdbud

FOR 2020 12

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
72311103 CLASSROOM INSTRUCTION REG	3,851,157	3,853,225	4,052,305.01	598,878.14	5,255.81	-204,335.45	105.3%
72311213 INSTR SUP GUIDANCE SERV REG	371,851	371,851	369,695.19	57,189.71	.00	2,155.81	99.4%
72311323 INSTR SUP MEDIA SERVICE REG	132,082	132,082	137,694.49	19,188.19	.00	-5,612.49	104.2%
72311413 INSTR SUP OFF PRINCIPAL REG	502,858	502,858	490,630.06	45,213.26	.00	12,227.94	97.6%
72321103 CLASSROOM INSTRUCTION SP ED	651,069	651,069	583,103.25	84,392.95	.00	67,965.75	89.6%
72331103 CLASSROOM INSTRUCTION VOC	572,980	572,980	561,440.97	87,659.60	384.92	11,154.11	98.1%
72404200 OPER BUILDING SERVICES	110,500	116,400	113,557.06	3,232.33	.00	2,842.94	97.6%
72404300 OPER GROUNDS SERVICES	5,900	5,900	4,544.10	.00	.00	1,355.90	77.0%
72404400 OPER EQUIPMENT SERVICES	8,000	3,000	456.83	.00	.00	2,543.17	15.2%
72411103 CLASSROOM INSTRUCTION REG	417,704	417,704	404,108.92	51,038.61	.00	13,595.08	96.7%
72411213 INSTR SUP GUIDANCE SERV REG	66,546	66,546	67,798.21	9,958.61	.00	-1,252.21	101.9%
72411313 INSTR SUP IMPROV INSTR REG	142,564	142,564	138,343.46	12,459.61	.00	4,220.54	97.0%
72421103 CLASSROOM INSTRUCTION SP ED	72,488	72,488	72,230.69	10,878.45	.00	257.31	99.6%
72504200 BUILDING SERVICES	85,500	77,900	74,116.85	6,167.78	.00	3,783.15	95.1%
72504300 GROUNDS SERVICES	8,850	5,850	4,544.10	.00	.00	1,305.90	77.7%
72504400 OPER EQUIPMENT SERVICES	5,200	3,200	468.15	43.16	.00	2,731.85	14.6%
72531103 CLASSROOM INSTRUCTION VOC	255,606	255,606	257,432.72	30,763.35	.00	-1,826.72	100.7%
72531313 INSTR SUP IMPROV INSTR VOC	44,090	44,090	38,229.79	3,723.20	.00	5,860.21	86.7%
72704200 OPER BUILDING SERVICES	29,508	27,708	23,829.22	1,138.03	1,100.00	2,778.78	90.0%
72704300 OPER GROUNDS SERVICES	2,100	2,100	1,333.95	.00	.00	766.05	63.5%
72704400 OPER EQUIPMENT SERVICES	1,000	1,000	450.00	.00	.00	550.00	45.0%
72804200 OPER BUILDING SERVICES	1,030,532	945,532	972,694.52	86,621.09	.00	-27,162.52	102.9%
72804300 OPER GROUNDS SERVICES	600	3,100	2,056.40	.00	.00	1,043.60	66.3%
72804400 OPER EQUIPMENT SERVICES	3,700	2,500	5,977.32	345.92	.00	-3,477.32	239.1%
73004100 OPER MANAGEMENT AND DIRECTION	177,967	161,917	158,612.96	13,088.09	.00	3,304.04	98.0%
73004200 OPER BUILDING SERVICES	923,451	1,294,045	855,771.40	29,539.12	393,875.90	44,397.99	96.6%
73004300 OPER GROUNDS SERVICES	155,542	167,856	154,607.20	11,569.81	.00	13,248.34	92.1%
73004400 OPER EQUIPMENT SERVICES	43,701	238,210	27,441.89	1,837.29	233,790.13	-23,022.02	109.7%
73011102 CLASSROOM INSTRUCTION REG	1,793,284	2,015,766	1,046,089.13	225,016.97	457,774.36	511,902.40	74.6%
73011103 CLASSROOM INSTRUCTION REG	3,606,808	4,739,391	3,578,244.60	350,772.62	425,039.12	736,107.41	84.5%
73011222 INSTR SUP SOCIAL WORKER REG	164,211	164,211	156,114.86	25,291.29	.00	8,096.14	95.1%
73011223 INSTR SUP SOCIAL WORKER REG	164,212	164,212	156,715.73	25,891.18	.00	7,496.27	95.4%
73011232 INSTR SUP HOMEBOUND REG	11,842	11,842	3,757.35	.00	.00	8,084.65	31.7%
73011233 INSTR SUP HOMEBOUND REG	59,208	29,208	22,840.52	.00	.00	6,367.48	78.2%
73011312 INSTR SUP IMPROV INSTR REG	474,231	474,231	418,394.73	37,077.79	.00	55,836.27	88.2%
73011313 INSTR SUP IMPROV INSTR REG	502,237	502,237	518,705.47	45,618.84	.00	-16,468.47	103.3%
73011322 INSTR SUP MEDIA SERVICE REG	39,000	14,000	12,367.38	3,606.74	.00	1,632.62	88.3%
73011323 INSTR SUP MEDIA SERVICE REG	4,000	4,000	3,925.28	.00	.00	74.72	98.1%
73011412 INSTR SUP OFF PRINCIPAL REG	0	0	296.50	.00	.00	-296.50	100.0%
73011413 INSTR SUP OFF PRINCIPAL REG	0	0	2,401.58	.00	.00	-2,401.58	100.0%
73021102 CLASSROOM INSTRUCTION SP ED	181,587	182,287	77,983.09	9,533.67	.00	104,303.91	42.8%
73021103 CLASSROOM INSTRUCTION SP ED	387,350	389,793	265,521.07	17,902.88	.00	124,271.93	68.1%
73021232 INSTR SUP HOMEBOUND SP ED	4,306	4,306	11,126.47	.00	.00	-6,820.47	258.4%
73021233 INSTR SUP HOMEBOUND SP ED	32,295	32,295	24,123.47	.00	.00	8,171.53	74.7%

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COUNTY OF HENRY LIVE DATABASE
SUMMARY OF EXPENDITURES BY COST CENTERS
THROUGH JUNE 30, 2020

P 11
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FOR 2020 12

			ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
73021312	INSTR SUP IMPROV INSTR SP ED		170,153	170,153	167,174.17	14,082.41	.00	2,978.83	98.2%
73021313	INSTR SUP IMPROV INSTR SP ED		170,157	170,157	180,505.58	14,082.59	.00	-10,348.58	106.1%
73031103	CLASSROOM INSTRUCTION VOC		6,500	6,500	.00	.00	.00	6,500.00	.0%
73031313	INSTR SUP IMPROV INSTR VOC		83,252	83,252	82,681.99	6,584.11	.00	570.01	99.3%
73041102	CLASSROOM INSTRUCTION G&T		3,500	3,500	3,020.40	.00	.00	479.60	86.3%
73041103	CLASSROOM INSTRUCTION G&T		500	500	100.00	.00	.00	400.00	20.0%
73061102	CLASSROOM INSTRUCTION SUMMER		59,524	59,524	24,458.83	24,458.83	.00	35,065.17	41.1%
73061103	CLASSROOM INSTRUCTION SUMMER		9,441	9,441	15,293.46	.00	.00	-5,852.46	162.0%
73081102	CLASSROOM INSTRUCTION NR DAY		1,748,340	1,748,340	1,623,723.65	229,863.81	.00	124,616.35	92.9%
73202220	HEALTH SERVICES		107,713	105,647	105,024.09	16,623.28	.00	622.91	99.4%
73204200	BUILDING SERVICES		222,500	155,635	149,082.78	8,570.74	.00	6,552.22	95.8%
73204300	GROUPS SERVICES		11,950	141,595	139,632.20	.00	.00	1,962.80	98.6%
73204400	EQUIPMENT SERVICES		10,200	10,200	6,779.23	727.77	.00	3,420.77	66.5%
73211102	CLASSROOM INSTRUCTION		1,503,027	1,506,601	1,509,483.21	207,765.80	2,453.53	-5,335.60	100.4%
73211212	INSTR SUP GUIDANCE SERV		65,621	65,621	65,688.76	9,822.52	.00	-67.76	100.1%
73211322	INSTR SUP MEDIA SERVICE		88,523	88,523	87,514.46	11,961.86	.00	1,008.54	98.9%
73211412	INSTR SUP OFF PRINCIPAL		259,635	259,635	261,937.19	27,853.40	.00	-2,302.19	100.9%
73221102	CLASSROOM INSTRUCTION		74,747	74,747	158,660.58	23,831.42	.00	-83,913.58	212.3%
73304200	BUILDING SERVICES		224,500	220,802	220,301.43	4,333.27	.00	500.57	99.8%
73304300	GROUPS SERVICES		16,200	11,200	10,058.99	.00	.00	1,141.01	89.8%
73304400	EQUIPMENT SERVICES		11,000	11,000	7,293.14	762.69	.00	3,706.86	66.3%
73311102	CLASSROOM INSTRUCTION		1,801,920	1,804,876	1,634,364.10	237,321.23	4,907.40	165,604.98	90.8%
73311212	INSTR SUP GUIDANCE SERV		67,408	67,408	69,725.26	11,256.92	.00	-2,317.26	103.4%
73311322	INSTR SUP MEDIA SERVICE		107,794	107,794	107,848.81	15,189.24	.00	-54.81	100.1%
73311412	INSTR SUP OFF PRINCIPAL		262,299	262,299	263,553.60	26,672.05	.00	-1,254.60	100.5%
73321102	CLASSROOM INSTRUCTION		499,268	499,268	525,447.23	74,346.36	.00	-26,179.23	105.2%
73411102	CLASSROOM INSTRUCTION		10,000,000	264,097	.00	.00	.00	264,097.00	.0%
73600440	EQUIPMENT SERVICES		0	1,000	900.00	.00	.00	100.00	90.0%
73604110	CLASSROOM INSTRUCTION		0	792,193	769,260.20	121,763.41	.00	22,932.80	97.1%
73604131	INSTR SUP IMPROV INSTR		0	201,595	192,929.37	13,902.61	.00	8,665.63	95.7%
73604200	BUILDING SERVICES		0	1,000	1,294.52	98.86	.00	-294.52	129.5%
73671104	ADULT BAS ED CURR YR CLASSROO		0	114,286	111,456.45	13,734.90	.00	2,829.55	97.5%
73871104	ADULT HS (GAE) CUR YR CLASSRM		0	9,571	9,575.14	.00	.00	-4.14	100.0%
74231103	CARL PERKINS CY SEC CLASSROOM		0	178,065	178,063.43	16,845.89	.00	1.57	100.0%
74231133	CARL PERKINS CY SEC CLASSROOM		0	8,517	8,532.90	725.58	.00	-15.90	100.2%
75202110	CLASSROOM INSTRUCTION		0	666,389	624,299.38	91,097.61	.00	42,089.62	93.7%
75202131	INSTR SUP IMPROV INSTR		0	12,005	9,649.82	818.76	.00	2,355.18	80.4%
75212110	CLASSROOM INSTRUCTION		0	536,050	458,188.55	56,954.96	.00	77,861.45	85.5%
75212131	INSTR SUP IMPROV INSTR		0	19,000	17,448.43	1,471.10	.00	1,551.57	91.8%
75904200	BUILDING SERVICES		0	17,100	17,100.00	.00	.00	.00	100.0%
75911103	REGIONAL ALT PROG CY CLASSROO		0	117,336	82,899.02	5,645.95	5,076.45	29,360.53	75.0%
75911413	REGIONAL ALT PROG CY INSTR OF		0	63,855	84,672.57	7,282.17	.00	-20,817.57	132.6%
76031131	INSTR SUP IMPROV INSTR		0	1,131	1,131.84	.00	.00	-.84	100.1%
76051131	INSTR SUP IMPROV INSTR		0	445,684	263,966.24	17,026.38	.00	181,717.76	59.2%

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COUNTY OF HENRY LIVE DATABASE
SUMMARY OF EXPENDITURES BY COST CENTERS
THROUGH JUNE 30, 2020

P 12
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FOR 2020 12

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
76071131 INSTR SUP IMPROV INSTR	0	132,167	132,167.00	.00	.00	.00	100.0%
76108110 CLASSROOM INSTRUCTION	0	84,609	38,631.35	11,192.53	.00	45,977.65	45.7%
76111213 INSTR SUP GUIDANCE SERV	0	33,545	34,946.67	4,960.78	.00	-1,401.67	104.2%
76118110 CLASSROOM INSTRUCTION	0	663	661.23	.00	.00	1.77	99.7%
76128110 CLASSROOM INSTRUCTION	0	45,439	43,764.54	-723.17	.00	1,674.46	96.3%
76250420 SECURITY EQUIP GRANT	0	53,836	53,836.00	32,208.90	.00	.00	100.0%
76321110 CLASSROOM INSTRUCTION	0	3,714	1,989.16	.00	.00	1,724.84	53.6%
76331110 CLASSROOM INSTRUCTION	0	2,000	1,983.80	.00	.00	16.20	99.2%
76341110 CLASSROOM INSTRUCTION	0	20,402	11,945.85	.00	.00	8,456.15	58.6%
76351110 CLASSROOM INSTRUCTION	0	2,370,611	2,187,827.71	331,545.35	.00	182,783.29	92.3%
76351131 INSTR SUP IMPROV INSTR	0	139,024	139,183.33	11,734.69	.00	-159.33	100.1%
76371110 CLASSROOM INSTRUCTION	0	179,482	174,124.18	10,966.48	.00	5,357.82	97.0%
76421110 CLASSROOM INSTRUCTION	0	2,217	2,191.66	.00	.00	25.34	98.9%
76431110 CLASSROOM INSTRUCTION	0	13,256	13,195.09	497.00	.00	60.91	99.5%
76441110 CLASSROOM INSTRUCTION	0	323,100	253,880.55	44,268.90	3,000.00	66,219.45	79.5%
76481110 CLASSROOM INSTRUCTION	0	54,791	37,079.17	16,089.60	.00	17,711.83	67.7%
76501110 CLASSROOM INSTRUCTION	0	34,086	34,086.27	.00	.00	-.27	100.0%
76551110 CLASSROOM INSTRUCTION	0	50,002	10,427.38	.00	.00	39,574.62	20.9%
76632110 CLASSROOM INSTRUCTION	0	2,101,718	1,703,106.84	243,609.38	.00	398,611.16	81.0%
76642110 CLASSROOM INSTRUCTION	0	6,237	6,228.53	.00	.00	8.47	99.9%
76652110 CLASSROOM INSTRUCTION	0	397,071	384,340.84	52,204.99	.00	12,730.16	96.8%
76671131 INSTR SUP IMPROV INSTR	0	8,065	7,210.47	.00	.00	854.53	89.4%
76681131 INSTR SUP IMPROV INSTR	0	50,000	42,665.53	7,514.87	.00	7,334.47	85.3%
76702229 HEALTH SERVICES	0	14,896	14,896.00	.00	.00	.00	100.0%
76721110 TITLE IV-A #2	0	26,661	26,661.07	.00	.00	-.07	100.0%
76731110 TITLE IV-A #3	0	195,642	124,433.51	31,694.00	.00	71,208.49	63.6%
76822110 CLASSROOM INSTRUCTION	0	7,200	4,667.53	389.09	.00	2,532.47	64.8%
78811102 TITLE VI, PART B #3 CLASS INS	0	29,811	29,748.46	1,244.30	.00	62.54	99.8%
78911102 TITLE VI, PART B #2 CLASS INS	0	88	88.10	.00	.00	-.10	100.1%
79011102 TITLE VI, PART B #1 CLASS INS	0	138,256	99,117.63	15,084.17	.00	39,138.37	71.7%
79011131 TITLE VI, PART B #1 IMPRV INS	0	7,537	8,095.51	688.39	.00	-558.51	107.4%
79939143 EMPLOYEE BENEFITS	0	0	-850.09	1.03	.00	850.09	100.0%
TOTAL SCHOOL FUND	85,019,466	88,736,468	81,698,972.90	10,676,324.44	3,967,221.80	3,070,273.40	96.5%
71 SCHOOL TEXTBOOK FUND							
73111102 CLASSROOM INSTRUCTION ELE TXB	635,350	884,643	647,526.02	91,285.26	.00	237,116.73	73.2%
73111103 CLASSROOM INSTRUCTION SEC TXB	635,350	635,350	374,682.19	17,904.92	.00	260,667.81	59.0%
TOTAL SCHOOL TEXTBOOK FUND	1,270,700	1,519,993	1,022,208.21	109,190.18	.00	497,784.54	67.3%
81 SCHOOL CAFETERIA FUND							

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COUNTY OF HENRY LIVE DATABASE
SUMMARY OF EXPENDITURES BY COST CENTERS
THROUGH JUNE 30, 2020

P 13
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FOR 2020 12

81	SCHOOL CAFETERIA FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
80105100	CAFETERIA OPERATING EXPENSES	244,016	265,049	236,284.70	15,195.84	.00	28,764.30	89.1%
80305100	CAFETERIA OPERATING EXPENSES	509,066	523,949	482,538.09	37,088.56	.00	41,410.91	92.1%
80805100	CAFETERIA OPERATING EXPENSES	239,015	233,270	217,087.71	13,981.38	.00	16,182.29	93.1%
80905100	CAFETERIA OPERATING EXPENSES	215,241	231,554	227,331.03	15,032.75	.00	4,222.97	98.2%
81005100	CAFETERIA OPERATING EXPENSES	288,148	292,298	257,966.24	11,789.10	.00	34,331.76	88.3%
81105100	CAFETERIA OPERATING EXPENSES	252,849	271,943	226,564.01	12,385.12	.00	45,378.99	83.3%
81305100	CAFETERIA OPERATING EXPENSES	276,865	294,755	254,920.98	14,367.72	.00	39,834.02	86.5%
81405100	CAFETERIA OPERATING EXPENSES	669,807	668,082	617,662.39	46,605.07	.00	50,419.61	92.5%
81405200	SCHOOL CATERING SERVICES	24,003	24,003	2,334.18	.00	.00	21,668.82	9.7%
81905100	CAFETERIA OPERATING EXPENSES	450,148	493,923	468,909.52	40,517.81	.00	25,013.48	94.9%
82005100	CAFETERIA OPERATING EXPENSES	570,038	595,329	576,108.44	44,224.73	.00	19,220.98	96.8%
82305100	CAFETERIA OPERATING EXPENSES	602,031	595,911	535,621.84	36,211.57	.00	60,289.16	89.9%
83005100	CAFETERIA OPERATING EXPENSES	477,438	580,467	553,878.79	32,322.80	2,587.00	24,001.21	95.9%
83205100	CAFETERIA OPERATING EXPENSES	430,330	432,435	362,825.10	20,026.94	.00	69,609.90	83.9%
83305100	CAFETERIA OPERATING EXPENSES	387,457	373,639	339,120.44	20,753.33	.00	34,518.56	90.8%
83305200	SCHOOL CATERING SERVICES	0	0	157.27	.00	.00	-157.27	100.0%
89909140	EMPLOYEE BENEFITS	0	0	.16	-.01	.00	-.16	100.0%
	TOTAL SCHOOL CAFETERIA FUND	5,636,452	5,876,607	5,359,310.89	360,502.71	2,587.00	514,709.53	91.2%
	GRAND TOTAL	173,914,162	280,119,287	191,256,692.96	22,582,934.01	53,429,445.29	35,433,149.12	87.4%

** END OF REPORT - Generated by Pauline Pilson **

**HENRY COUNTY, VIRGINIA
CONTINGENCY RESERVE BALANCE F/Y 2020-2021
JULY 28, 2020**

G/L Account No. 31391610 599010

CONTINGENCY RESERVE BEGINNING OF FISCAL YEAR	\$	100,000
Sheriff's Criminal Apprehension Fund Carried Forward from Previous Fiscal Year		50,000
		150,000
APPROPRIATIONS PREVIOUSLY APPROVED:		
Reserve for Sheriff's Criminal Apprehension Fund		(50,000)
		100,000
CONTINGENCY RESERVE PRIOR TO JULY 28, 2020 BOARD MEETING	\$	100,000

Appropriations Previously Approved and Finalized Since Last Meeting:

Board Meeting	Department	Purpose	Amount
	None		
			0
	Total Appropriations		0

CONTINGENCY RESERVE AVAILABLE - JULY 28, 2020		100,000
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Request Pending at July 28, 2020 Meeting:

None		
		0
Total Pending		0

PROJECTED CONTINGENCY RESERVE AVAILABLE	\$	100,000
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	<u>May</u> <u>29, 2020</u>	<u>JUNE</u> <u>30, 2020</u>
GENERAL FUND		
Branch Banking & Trust - Public Special MRC-MM	50.00	0.00
American National Bank - DDA	2,870,319.24	4,724,490.14
American National Bank - MMA	13,157,194.70	17,575,918.80
American National Bank - Investment	10,598,909.83	10,613,129.30
Blue Ridge Bank CD - matures 5/23/24	5,219,878.64	5,219,878.64
Blue Ridge Bank CD - matures 6/06/24	<u>10,554,672.44</u>	<u>10,630,285.42</u>
Total	\$ 42,401,024.85	\$ 48,763,702.30
HENRY COUNTY SCHOOL CAFETERIA FUND		
Carter Bank & Trust - Cafeteria DDA	\$ 733,335.76	\$ 621,137.47
Carter Bank & Trust - Cafeteria MMA	<u>\$ 656,600.30</u>	<u>\$ 656,842.53</u>
Total	\$ 1,389,936.06	\$ 1,277,980.00
HENRY COUNTY SCHOOL TEXTBOOK FUND		
American National Bank - MMA	\$ 783,725.17	\$ 718,155.36



Henry County Board of Supervisors

Meeting Date July 28, 2020

Item Number 8A

Issue

Additional Appropriation re: Carryover of Emergency Funds – Department of Social Services

Background

Amy Rice, Director of Henry-Martinsville Department of Social Services, is asking the Board to approve the carryover of FY'20 emergency funds in the amount of \$10,206.33 to the FY'21 budget. The funds are usually exhausted before the end of the year, but with utility companies not performing disconnects over the last few months because of the pandemic, some money remained in the account. The funds will be used to assist residents with emergency needs as utility companies resume disconnecting of services.

Attachments

Appropriation Sheet

Staff Recommendation

Staff recommends the Board approve the carryover in the amount of \$10,206.33.

ADDITIONAL OR TRANSFER APPROPRIATIONS

FUND NAME General Fund / Henry Martinsville DSS
 DEPARTMENT Fund Balance / Other - Local Only
 YEAR ENDING June 30, 2021

COMPLETE ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT (WHOLE DOLLARS)
ADDITIONAL APPROPRIATION SECTION		
Henry/Martinsville Social Services		
65488500 557070	Emergency Assistance H	\$ 6,846.96
65488500 557071	Emergency Assistance M	3,359.37
General Fund		
31393100 592650	Transfers Henry/Martinsville Social Services	6,846.96
Total Additional Appropriation		\$ 17,053.29

REVENUE SOURCE OR ACCOUNT TRANSFERRED SECTION		
Henry/Martinsville Social Services		
65404105 441531	Transfers from General Fund	\$ 6,846.96
65401900 419216	City Share H-M Social Services	3,359.37
General Fund		
31304109 441901	Reserve Used to Balance Budget	6,846.96
Total Revenue Source or Account Transferred		\$ 17,053.29

Difference (Should be Zero)	\$	-
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REASON FOR APPROPRIATION:

To carry over unused Emergency Assistance funds from FY 2020 to FY 2021.

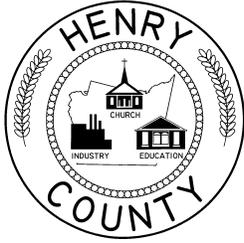
APPROVED BY:

DEPARTMENT HEAD DATE

CO ADMINISTRATOR DATE

THE ADDITIONAL APPROPRIATION (FROM REVENUE SOURCE OR CONTINGENCY) AND/OR TRANSFERS (EXCEEDING \$20,000 OR CROSSING COST CENTERS) WAS APPROVED BY THE HENRY COUNTY BOARD OF SUPERVISORS AT THEIR MEETING ON:

July 28, 2020



Henry County
Board of Supervisors

Meeting Date July 28, 2020

Item Number 8B

Issue

Award of Contract re: Landscaping and Turf Maintenance – Commonwealth Crossing Business Centre

Background

Staff is asking the Board to award a contract in the amount of \$32,904 to Prillaman Landscape Dimensions, Inc. for landscaping and turf maintenance at Commonwealth Crossing Business Centre during FY 2021. The pricing is based on an existing contract with Prillaman Landscape Dimensions. Funding for this maintenance is included in the FY 2021 operating budget.

Attachments

None

Staff Recommendation

Staff recommends awarding a contract in the amount of \$32,904 to Prillaman Landscape Dimensions, Inc. for landscaping and turf maintenance at CCBC.



Henry County
Board of Supervisors

Meeting Date July 28, 2020

Item Number 8C

Issue

Additional Appropriation re: Rescue Squad Assistance Fund Grant – Public Safety

Background

Public Safety Director Matt Tatum is asking the Board to approve an additional appropriation of \$3,530 received from the Virginia Office of Emergency Medical Services, Rescue Squad Assistance Fund grant program. The grant will be used to purchase EMS equipment. The required 50% match for this grant is included in the FY'21 operating budget.

Attachments

1. Memorandum for Matt Tatum
2. Appropriation Sheet

Staff Recommendation

Staff recommends approval of the additional appropriation of grant funds in the amount of \$3,530.



County of Henry

Department of Public Safety

1024 DuPont Road
Martinsville, VA 24112
Voice: 276.634.4660
Fax: 276.634.4770

July 20, 2020

To: Tim Hall
County Administrator

From: Matt Tatum
Director

Subject: Grant Awards / Bid Award

I am pleased to report that Henry County has received a Rescue Squad Assistance Fund (RSAF) Grant from the Virginia Office of EMS to help purchase two stair chairs for use by the operations division of the department. The total grant amount of \$ \$3,529.68 must be used to cover no more than 50% of the costs of the project. The required match for this grant is budgeted within the department's FY21 operations budget.

I am asking the Board of Supervisors to appropriate the grant funds as specified by the grant award.

Please contact me should you have any questions and comments.

Enc. OEMS Grant Award Letter



COMMONWEALTH of VIRGINIA

Department of Health

PO BOX 2448
RICHMOND, VA 23218

TTY 7-1-1 OR
1-800-828-1120

July 01, 2020

Matthew Tatum
Henry County Department Of Public Safety
1024 Dupont Road
Martinsville, VA 24112

Dear Grant Administrator:

The Office of Emergency Medical Services (OEMS) is pleased to announce that your agency has been awarded funding from the Financial Assistance for Emergency Medical Services Grant Program, known as the Rescue Squad Assistance Fund (RSF). The attached Award Page itemizes the actual dollar value, quantity, funding level and item(s) your agency has been awarded under this program. The following documents can be completed and submitted via E-Gift:

Memorandum of Agreement: Must be submitted by September 1, 2020.

Instructions for Grant Reimbursement: All items must be submitted in order to process your reimbursement.

Equipment Status/Final Report Form: This form must be submitted sixty (60) days after the grant cycle deadline.

If your agency has had special conditions placed on your grant award, any and all conditions must be met in order to receive reimbursement. Items awarded may be available by state contract, www.eva.virginia.gov, OEMS recommends your agency purchase under state contract if applicable.

Any funding your agency receives through Return to Localities funding cannot be used as the matching share of Rescue Squad Assistance Fund grants or any grants offered using **Four-For-Life** funds. "Any funds received from Section 16.2-694 by a non-state agency cannot be used to match any other funds derived from Section 46.2-691 by that same non-state agency".

All items awarded funding must be ordered from the vendor by **September 1, 2020** invoices for all items awarded funding must be submitted to OEMS by **December 31, 2020**. You must contact OEMS prior to the September 1, 2020 deadline if your agency has encountered difficulties in meeting these deadlines.

If you have any questions, please contact Luke Parker, OEMS Grant Program Manager at (804) 888-9106, luke.parker@vdh.virginia.gov or Linwood P. Pulling, Grant Specialist at (804) 888-9105, Linwood.Pulling@vdh.virginia.gov or 1-800-523-6019 for additional grant information.

Congratulations,

A handwritten signature in black ink that reads "Gary R. Brown".

Gary R. Brown, Director

ADDITIONAL OR TRANSFER APPROPRIATIONS

FUND NAME General Fund
 DEPARTMENT ES Operating
 YEAR ENDING June 30, 2021

ACCOUNT NUMBER			AMOUNT
ORG	OBJECT	ACCOUNT NAME	(WHOLE DOLLARS)

ADDITIONAL APPROPRIATION SECTION			
31332510	580020	Furniture & Fixtures	\$ 3,530
		Total Additional Appropriation	\$ 3,530

REVENUE SOURCE OR ACCOUNT TRANSFERRED SECTION			
31302400	424402	Emergency Services Grant	\$ 3,530
		Total Revenue Source or Account Transferred	\$ 3,530

Difference (Should be Zero)	\$	0
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REASON FOR APPROPRIATION:

To appropriate grant from the Rescue Squad Assistance Fund (RSAF) in the amount of \$3,529.68 to be used toward 50% cost of two Stair Chairs. The 50% match will come from FY 2021 Operations budget.

APPROVED BY:

 DEPARTMENT HEAD DATE

 CO ADMINISTRATOR DATE

THE ADDITIONAL APPROPRIATION (FROM REVENUE SOURCE OR CONTINGENCY) AND/OR TRANSFERS (EXCEEDING \$15,000 OR CROSSING COST CENTERS) WAS APPROVED BY THE HENRY COUNTY BOARD OF SUPERVISORS AT THEIR MEETING ON:

July 28, 2020



Henry County Board of Supervisors

Meeting Date July 28, 2020

Item Number 9

Issue

Consideration of Resolution Supporting Smart Scale Application

Background

The Virginia Department of Transportation (VDOT) requires a resolution regarding the submission of projects for the Smart Scale program. In consultation with VDOT, staff is asking the Board to approve a resolution supporting three project submissions to the 2020 VDOT Smart Scale program. The first project proposes to relocate 2500 feet of the northbound lanes of U.S. 220, Virginia Avenue, north of Bassett Forks, to improve the vertical and horizontal alignments. The second project proposes to reconstruct the intersection of U.S. 220 South (Greensboro Rd) and SR87 (Morehead Ave) using a “Continuous Green T” design to more efficiently and safely move traffic through this intersection. The third project proposes to widen SR930, Dogwood Drive to accommodate both left and right turn lanes onto U.S. 58, A.L. Philpott Highway, to relieve congestion during certain periods of the day, and to implement access management designs into the adjoining convenience store/gas station. The project applications cannot be submitted without a resolution of support by the Board of Supervisors.

Attachments

Proposed Resolution

Staff Recommendation

Staff recommends approval of the resolution.



RESOLUTION OF THE HENRY COUNTY BOARD OF SUPERVISORS

In Support of Henry County Smart Scale Projects 2020

WHEREAS, the County of Henry is submitting Smart Scale funding applications to the Commonwealth Transportation Board for projects, including relocating 2500' of the north bound lanes of Route 220 Virginia Avenue, north of Bassett Forks, to improve the vertical and horizontal alignment; the second project proposes to reconstruct the intersection of U.S. 220 South (Greensboro Rd) and SR87 (Morehead Ave) using a "Continuous Green T" design to more efficiently and safely move traffic through this intersection; and the third project proposes to widen SR930, Dogwood Drive to accommodate both left and right turn lanes onto U.S. 58, A.L. Philpott Highway, to relieve congestion during certain periods of the day, and to implement access management designs regarding the adjoining convenience store/gas station.

WHEREAS, these proposed projects are located within a Corridor of Statewide Significance as identified in VTRANS 2040; and

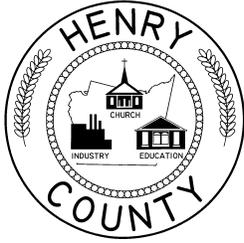
WHEREAS, under the requirements of Smart Scale, a resolution of support from the local governing body is required in order for the application to be considered for approval; and

WHEREAS, on this date the Henry County Board of Supervisors reviewed the projects; and

WHEREAS, based on this review, it has been determined that the proposed projects will enhance the flow and improve the safety of traffic through these corridors; and

NOW THEREFORE BE IT RESOLVED on the 28th day of July, 2020, that Henry County Board of Supervisors strongly supports and endorses the Smart Scale Project applications to the Commonwealth Transportation Board.

Jim Adams, Chairman
Henry County Board of Supervisors



Henry County
Board of Supervisors

Meeting Date July 28, 2020

Item Number 10

Issue

Consideration of Change to Local Ordinance re: Courthouse Security Fees

Background

The Virginia General Assembly recently passed legislation allowing localities to increase courthouse and courtroom security fees to \$20. Henry County currently has an ordinance authorizing a \$10 fee.

Attachments

Memorandum for County Attorney George Lyle

Staff Recommendation

Staff recommends the setting of a public hearing for the Board's August 25 meeting to consider changes to the courthouse and courtroom security fees.

MEMO

TO: Board of Supervisors

FROM: George Lyle

DATE: 21 July 2020

RE: Assessment for Courthouse Security

Legislation passed at the most recent General Assembly session allows for the Henry County Board of Supervisors to increase the fee charged to those convicted of criminal or traffic offenses from \$10 to \$20. This would be for convictions in Henry County General District Court, Henry County Juvenile and Domestic Relations Court and Henry County Circuit Court. The sheriff's office has requested the fee be increased.

Background:

Those convicted of criminal and traffic offenses are, in addition to fines and restitution, charged a number of fees that are collected by the court clerk and paid into the County treasury. Since 2002, Henry County has assessed a fee for courthouse security, as is specifically authorized by the Code of Virginia. For the fiscal year ending June 30, 2020 approximately \$40,000 was collected in courthouse security fees. The current fee is \$10 per case.

Below is the proposed amended ordinance. The only suggested change is from \$10 to \$20.

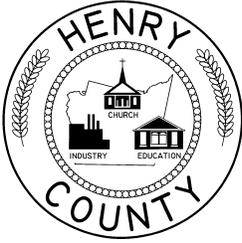
Proposed amended ordinance:

Sec. 8-1304. - Assessment for courthouse security.

There is hereby assessed, as part of the costs in each criminal or traffic case in all Henry County Courts, in which the defendant is convicted of a violation of any statute or ordinance, a fee of twenty dollars (\$20.00). The fee shall be dedicated to the funding of courthouse security personnel.

Recommendation:

If the Board desires to consider increasing the fee, a public hearing should be advertised and held in August.



Henry County
Board of Supervisors

Meeting Date July 28, 2020

Item Number 11

Issue

Discussion of Funding for School Capital Projects

Background

Legislation passed at the most recent General Assembly session allows for the Board of Supervisors to call for a referendum to consider adopting a one percent retail sales and use tax that would be used to pay for school construction costs. If passed, the tax could last no longer than 20 years.

In order to have the matter placed on this November's ballot the Board must pass a resolution requesting the referendum and petition the Henry County Circuit Court to order the matter to be put before the voters. If the matter is approved by voters, the Board will then have to advertise and hold a public hearing, adopt an ordinance imposing the new tax and notify the Virginia Tax Commissioner.

Attachments

- 1) Memorandum for County Attorney George Lyle
- 2) Proposed Resolution

Staff Recommendation

If the Board desires to have the matter placed on the November ballot, the attached resolution should be adopted.

MEMO**TO:** Board of Supervisors**FROM:** George Lyle**DATE:** 20 July 2020**RE:** Sales and Use Tax to Fund School Construction

Legislation passed at the most recent General Assembly session allows for the Henry County Board of Supervisors to call for a referendum to consider adopting a one percent retail sales and use tax that would be used to pay for school construction costs. If passed the tax could last no longer than 20 years.

In order to have the matter placed on this November's ballot the Board must pass a resolution requesting the referendum and petition the Henry County Circuit Court to order the matter to be put before the voters. If the matter is approved by voters, the Board will then have to advertise and hold a public hearing, adopt an ordinance imposing the new tax and notify the Virginia Tax Commissioner. The new tax would start being collected four months later.

Background:

Retail Sales and Use tax rates in Virginia vary from 5.3 percent to 7 percent depending on the region, but in Henry County the existing tax rate is 5.3 percent. Of the current 5.3 percent tax, 1 percent is returned from the Commonwealth to Henry County with no restrictions on how the money can be spent. Based on recent historical sales 1 percent will generate approximately \$5 Million annually. All that money would be required to be spent on school capital improvements or paying the debt for school capital improvements.

In 2019 the General Assembly passed identical legislation allowing Halifax County to adopt a tax to build and fix the county's school and such a referendum passed in November 2019. This year the General Assembly added several other southern Virginia counties, including Henry County, to the list of counties authorized to hold a referendum concerning the new sales and use tax¹.

Recommendation:

If the Board desires to have the matter placed on the November ballot, adopt the attached resolution.

¹ Use tax is closely related to Sales Tax and in Virginia they are the same rate. While sales tax is collected by the seller and sent to the Virginia Tax Commissioner monthly, Use Tax is for transactions not initially subject to tax collection at the time of transaction. Use tax is generally reported and paid by the purchaser after the transaction. These transactions are not common, but for equity and uniformity, Sales and Use tax rates should be kept identical.

MEMO

TO: Board of Supervisors

FROM: George Lyle

DATE: 20 July 2020

RE: Sales and Use Tax to Fund School Construction

Legislation passed at the most recent General Assembly session allows for the Henry County Board of Supervisors to call for a referendum to consider adopting a one percent retail sales and use tax that would be used to pay for school construction costs. If passed the tax could last no longer than 20 years.

In order to have the matter placed on this November's ballot the Board must pass a resolution requesting the referendum and petition the Henry County Circuit Court to order the matter to be put before the voters. If the matter is approved by voters, the Board will then have to advertise and hold a public hearing, adopt an ordinance imposing the new tax and notify the Virginia Tax Commissioner. The new tax would start being collected four months later.

Background:

Retail Sales and Use tax rates in Virginia vary from 5.3 percent to 7 percent depending on the region, but in Henry County the existing tax rate is 5.3 percent. Of the current 5.3 percent tax, 1 percent is returned from the Commonwealth to Henry County with no restrictions on how the money can be spent. Based on recent historical sales 1 percent will generate approximately \$5 Million annually. All that money would be required to be spent on school capital improvements or paying the debt for school capital improvements.

In 2019 the General Assembly passed identical legislation allowing Halifax County to adopt a tax to build and fix the county's school and such a referendum passed in November 2019. This year the General Assembly added several other southern Virginia counties, including Henry County, to the list of counties authorized to hold a referendum concerning the new sales and use tax.

Recommendation:

If the Board desires to have the matter placed on the November ballot, adopt the attached resolution.

Resolution of the Henry County Board of Supervisors

Whereas, the Henry County Board of Supervisors recognizes the value of the world class education provided by Henry County Public Schools, and

Whereas, the Henry County Board of Supervisors is committed to providing the safest, most secure and highest quality facilities for Henry County Public Schools to house their programming.

Now therefore, be it resolved that the Henry County Board of Supervisors, pursuant to the authority granted by Virginia Code Sections 58.1-605.1 and 58.1-606.1 does hereby petition the Circuit Court for the County of Henry to enter an order requiring a question in the form of a referendum be put before the voters of Henry County on November 3, 2020, and that question shall state:

Question 1:

“May Henry County levy a general retail sales tax at a rate not to exceed one percent as determined by its governing body to provide revenue solely for capital projects for the construction or renovation of schools in Henry County?”

“ Yes”

“ No”

Question 2:

“May Henry County levy a use tax at a rate not to exceed one percent as determined by its governing body to provide revenue solely for capital projects for the construction or renovation of schools in Henry County?”

“ Yes”

“ No”

This resolution adopted by the Henry County Board of Supervisors on this the 28th Day of July, 2020.

Jim Adams, Chairman

Henry County Board of Supervisors



Henry County Board of Supervisors

Meeting Date July 28, 2020

Item Number 12

Issue

Discussion of Cable Franchise Agreement

Background

In February, the Board held a public hearing to receive input regarding changes to the ordinance pertaining to the cable television franchise agreement. Following the public hearing, the Board asked for more time to study the matter before taking a vote to approve the changes. Additional information about the agreement is enclosed in this packet.

Attachments

- 1) Memorandum from County Attorney George Lyle
- 2) Proposed Franchise Agreement
- 3) Letter from Comcast

Staff Recommendation

None

MEMO

TO: Henry County Board of Supervisors

FROM: George Lyle

DATE: February 14, 2020

RE: Proposed franchise agreement with the Comcast

BACKGROUND: The local cable television provider, Comcast, desires to enter into a new franchise agreement with Henry County. A representative from the Board, myself, and Deputy County Administrator Dale Wagoner negotiated with Comcast and ultimately reached the attached draft franchise agreement between the County and Comcast. The agreement contains numerous changes from the old agreement, which expired many years ago.

Of note, here are two significant changes that were negotiated into the agreement.

- 1) Comcast will no longer be required to maintain a customer service center open to the public in Martinsville and Henry County. Comcast has indicated it intends to close the location on Commonwealth Boulevard for payments and equipment exchange, leaving the Comcast/Xfinity store at Coleman Marketplace in Danville as the closet payment and equipment exchange location.
- 2) Comcast has agreed to construct an expansion of its network in Henry County and commence construction on two projects within the next year. One will be on J.S. Holland Road in the Horsepasture District and the other will be along the Sandy River Road in the Irisburg District. In addition to the expansions, which are described in an attached letter and maps, the new franchise agreement calls for Comcast to expand its network when neighborhood density reaches 20 homes per linear mile. Under the old agreement the density was 30 homes.

Henry County has a lengthy cable television ordinance. Significant parts of it are outdated, have never been enforced or are unenforceable. State law and federal regulations have superseded portions of the ordinance. Because we are adopting a new agreement with the franchisee referenced in the ordinance, and because some of the terms of the proposed franchise agreement are in contradiction of the existing ordinance, I recommended advertising and holding a public hearing before considering agreeing to the 15-year franchise agreement. I will likely propose an amended cable television ordinance, which acknowledges the new agreement and reflects current policy and practices, at a future date.

The City of Martinsville and Comcast are also parties to an existing, expired franchise agreement with Comcast that is on almost identical terms. Martinsville and Comcast have been in discussions about a new franchise agreement. Comcast desires to have an identical agreement with Martinsville.

If the Board takes no action, the terms of the expired agreement would continue until a superseding agreement is put in place. Absent a negotiated franchise agreement, Virginia law allows for Comcast to bring a legal proceeding and ask a court to order the terms of a statewide ordinance to be put in place.

RECOMMENDATION: Approve the new franchise agreement.

CABLE FRANCHISE AGREEMENT

BETWEEN

HENRY COUNTY, VIRGINIA

AND

COMCAST OF CONNECTICUT/GEORGIA/MASSACHUSETTS/NEW HAMPSHIRE/NEW
YORK/NORTH CAROLINA/VIRGINIA/VERMONT, LLC

TABLE OF CONTENTS

Section 1.	Definition of Terms	3
Section 2.	Grant of Authority	5
Section 3.	Construction and Maintenance of the Cable System.....	6
Section 4.	Service Obligations	8
Section 5.	Fees and Charges to Customers.....	9
Section 6.	Customer Service Standards; Customer Bills; and Privacy Protection	9
Section 7.	Oversight and Regulation by Franchise Authority	9
Section 8.	Transfer or Change of Control of Cable System or Franchise	11
Section 9.	Insurance and Indemnity	11
Section 10.	System Description and Service	12
Section 11.	Enforcement and Revocation Proceedings	13
Section 12.	Competitive Equity.....	14
Section 13.	Performance Bond.....	16
Section 14.	Miscellaneous Provisions	16

FRANCHISE AGREEMENT

This Franchise Agreement (hereinafter, the “Agreement” or “Franchise Agreement”) is made between Henry County, a political subdivision of the Commonwealth of Virginia (hereinafter, “County” or “Franchise Authority”) and Comcast of Connecticut/Georgia/Massachusetts/New Hampshire/New York/North Carolina/ Virginia/Vermont, LLC (hereinafter, “Franchisee”).

The County having determined that the financial, legal, and technical ability of the Franchisee is reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Franchisee for the construction, operation, and maintenance of a Cable System on the terms and conditions set forth herein.

SECTION 1 - Definition of Terms

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Code of Virginia, Article 1.2, §15.2-2108.19, and the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§521 - 631 (the “Cable Act”), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words used to refer to the masculine include the feminine, and words in the plural number include the singular number. The word “shall” is mandatory and “may” is permissive. Words not defined in the Code of Virginia, Article 1.2, §15.2-2108.19, the Cable Act, or herein shall be given their common and ordinary meaning.

1.1. “Cable Service” or “Service” shall mean the one-way transmission to Subscribers of Video Programming or other Programming service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other Programming service.

1.2. “Cable System” shall mean a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Franchise Area, and as further defined under Section 602 (7) of the Cable Act.

1.3. “County” shall mean Henry County, Virginia or the lawful successor, transferee, designee, or assignee thereof.

1.4. “Customer” or “Subscriber” shall mean a Person or user of the Cable System who lawfully receives Cable Service therefrom with the Franchisee’s express permission.

1.5. “Effective Date” shall mean _____ 2020.

1.6. “FCC” shall mean the Federal Communications Commission, or successor governmental entity thereto.

1.7. “Franchise” shall mean the initial authorization, or renewal thereof, issued by the Franchise Authority, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction and operation of the Cable System.

1.8. “Franchise Agreement” or “Agreement” shall mean this Agreement and any amendments or modifications hereto.

1.9. “Franchise Area” shall mean the present legal boundaries of Henry County, Virginia, as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means during the term of the Franchise, as per the requirements set forth in Section 15.12 of this Agreement.

1.10. “Franchise Authority” shall mean Henry County, Virginia or the lawful successor, transferee, designee, or assignee thereof.

1.11. “Franchisee” shall mean Comcast of Connecticut/Georgia/Massachusetts/New Hampshire/New York/North Carolina/Virginia/Vermont, LLC.

1.12. “Person” shall mean any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Franchise Authority.

1.13. “Public Buildings” shall mean those buildings owned or leased by the Franchise Authority for municipal government administrative purposes, and shall not include buildings owned by Franchise Authority but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

1.14. “Public Way” shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle, park, waterway, dock, bulkhead, wharf, pier, other public ground or water subject to the jurisdiction and control of the Franchise Authority, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or easements dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchise Authority in the Franchise Area, which shall entitle the Franchisee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Franchise Authority within the Franchise Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Franchisee to the use thereof for the purposes of installing, operating, and maintaining the Franchisee’s Cable System over

poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and, including but not limited to, above ground enclosures, markers and concrete pads, other property as may be ordinarily necessary and appurtenant to the Cable System.

1.15. “Standard Installation” shall mean the standard one hundred twenty-five foot (125’) aerial Drop connection to the existing distribution system.

1.16. “Video Programming” or “Programming” shall mean the programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

1.17. “Video Service Provider” or “VSP” shall mean any entity using the public rights-of-way to provide multiple Video Programming services to subscribers, for purchase or at no cost, regardless of the transmission method, facilities, or technology used. A VSP shall include but is not limited to any entity that provides cable services, multi-channel multipoint distribution services, broadcast satellite services, satellite-delivered services, wireless services, and Internet-Protocol based services.

SECTION 2 - Grant of Authority

2.1. Franchise Grant. The Franchise Authority hereby grants to the Franchisee under the Code of Virginia and the Cable Act a non-exclusive Franchise authorizing the Franchisee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to use, erect, install, construct, repair, alter, inspect, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and, including but not limited to, above ground enclosures, markers, and concrete pads, or other related property, equipment, or fixtures as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be ten (10) years, commencing upon the Effective Date of the Franchise, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement, the Code of Virginia, and the Cable Act. This Franchise shall be automatically extended for one (1) additional term of five (5) years unless either party notifies the other in writing of its desire to enter renewal negotiations under the Cable Act at least three (3) years before the expiration date of the then-current Franchise Agreement.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Article 1.2 of the Code of Virginia and Section 626 of the Cable Act [47 U.S.C. §546], as amended.

2.4 Reservation of Authority. Nothing in this Franchise Agreement shall be construed as a waiver of any codes or ordinances of general applicability promulgated by the Franchise Authority.

SECTION 3 - Construction and Maintenance of the Cable System

3.1. Permits and General Obligations. The Franchisee shall be responsible for obtaining all generally applicable permits, licenses, or other forms of approval or authorization prior to the commencement of any activity that materially disturbs the surface of any street, curb, sidewalk or other public improvement in the Public Way, or impedes vehicular traffic. The issuance of such permits shall not be unreasonably withheld, conditioned, or delayed. Construction, installation, and maintenance of the Cable System shall be performed in a safe, thorough and reliable manner using materials of good and durable quality. Notwithstanding the requirements herein, Franchisee shall not be required to obtain a permit for individual drop connections to Subscribers, servicing or installing pedestals or other similar facilities, or other instances of routine maintenance or repair to its Cable System. All transmission and distribution structures, poles, other lines, and equipment installed by the Franchisee for use in the Cable System in accordance with the terms and conditions of this Franchise Agreement shall be located so as to minimize the interference with the proper use of the Public Ways and the rights and reasonable convenience of property owners who own property that adjoins any such Public Way.

3.2. Conditions of Street Occupancy.

3.2.1. New Grades or Lines. If the grades or lines of any Public Way within the Franchise Area are lawfully changed at any time during the term of this Franchise Agreement, then the Franchisee shall, upon reasonable advance written notice from the Franchise Authority (which shall not be less than thirty (30) business days) and at its own cost and expense, protect or promptly alter or relocate the Cable System, or any part thereof, so as to conform with any such new grades or lines. If public funds, over which the Franchise Authority has control, are available to any other user of the Public Way for the purpose of defraying the cost of any of the foregoing, the Franchise Authority shall notify Franchisee of such funding and make available such funds to the Franchisee. In the event that public funds are not available, or do not cover the entire cost, Franchisee reserves the right to pass its costs, or in the case of partial reimbursement from public funds its incremental cost, through to its Subscribers in accordance with applicable law.

3.2.2. Relocation at Request of Third Party. The Franchisee shall, upon reasonable prior written request of any Person holding a permit issued by the Franchise Authority to move any structure, temporarily move its wires to permit the moving of such structure; provided (i) the Franchisee may impose a reasonable charge on any Person for the movement of its wires, and such charge may be required to be paid in advance of the movement of its wires; and (ii) the Franchisee is given not less than thirty (30) business days advance written notice to arrange for such temporary relocation.

3.2.3. Restoration of Public Ways. If in connection with the construction, operation, maintenance, or repair of the Cable System, the Franchisee disturbs, alters, or damages any Public Way, the Franchisee agrees that it shall at its own cost and expense replace and restore any such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to the disturbance as is practical.

3.2.4. Safety Requirements. The Franchisee shall undertake all necessary and appropriate efforts to maintain its work sites in a safe manner in order to prevent failures and accidents that may cause damage, injuries or nuisances. All work undertaken on the Cable System shall be performed in substantial accordance with applicable FCC or other federal and state regulations. The Cable System shall not unreasonably endanger or interfere with the safety of Persons or property in the Franchise Area.

3.2.5. Trimming of Trees and Shrubbery. The Franchisee shall have the authority to trim trees or other natural vegetative growth encroaching or overhanging any of its Cable System in the Franchise Area so as to prevent contact with the Franchisee's wires, cables, or other equipment. All such trimming shall be done at the Franchisee's sole cost and expense. The Franchisee shall be responsible for any collateral, real property damage caused by such trimming.

3.2.6. Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Franchisee shall place its Cable System transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Franchisee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Franchisee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing in this Agreement shall be construed to require the Franchisee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.2.7. Undergrounding and Beautification Projects. In the event all users of the Public Way relocate aerial facilities underground as part of an undergrounding or neighborhood beautification project, Franchisee shall participate in the planning for relocation of its aerial facilities contemporaneously with other utilities. Franchisee's relocation costs shall be included in any computation of necessary project funding by the Franchise Authority or private parties. Franchisee shall be given reasonable notice and access to the public utilities' facilities at the time that such are placed underground and shall be entitled to reimbursement of its relocation costs from public or private funds raised for the project and made available to other users of the Public Way. In the event that public and/or private funds are not available, or do not cover the entire cost of the relocation, Franchisee reserves the right to pass its costs, or in the case of partial reimbursement from

public and/or private funds, its incremental costs, through to its Subscribers in accordance with applicable law.

SECTION 4 - Service Obligations

4.1. **General Service Obligation.** The Franchisee shall make Cable Service available to every occupied residential dwelling unit within the Franchise Area where the minimum density is at least twenty (20) occupied residential dwelling units per mile and is within one (1) mile as measured in strand footage from the nearest point on the Cable System trunk or feeder line from which a usable cable signal can be obtained. For purposes of this section, a home shall only be counted as a “dwelling unit” if, such home is within two hundred seventy-five (275) feet of the public right of way. Subject to the density requirement, Franchisee shall offer Cable Service to all new homes or previously unserved homes located within one hundred and twenty-five (125) feet of the Franchisee’s distribution cable at the standard installation rate. Should, through new construction, an area within the Franchise Area meet the density requirements, Franchisee shall provide Cable Service to such area within one (1) year after it confirms that the density requirements have been met following notice from the Franchise Authority that one (1) or more residents has requested Service.

The Franchisee may elect to extend Cable Service to areas that do not otherwise qualify to receive Cable Service under this section if any resident or group of residents agree in writing to pay to Franchisee the cost of construction, including materials, labor, and the total cost of any easement(s) necessary to accomplish the proposed line extension. One half of the cost of construction shall be paid to the Franchisee prior to engineering and the balance shall be paid prior to commencement of construction.

4.2. **Programming.** The Franchisee shall offer to all Customers a diversity of Video Programming services in accordance with federal law.

4.3. **No Unfair Discrimination.** Neither the Franchisee nor any of its employees, agents, representatives, contractors, subcontractors, or consultants, nor any other Person, shall discriminate or permit discrimination between or among any Persons in the availability of Cable Services provided in connection with the Cable System in the Franchise Area; provided, however, Franchisee reserves the right to deny service for good cause, including but not limited to non-payment or theft of service, vandalism of equipment, or documented or founded harassment or abuse of Franchisee’s employees or agents. It shall be the right of all Persons to receive all available services provided on the Cable System so long as such Person’s financial or other obligations to the Franchisee are satisfied. Nothing contained herein shall prohibit the Franchisee from offering bulk discounts, promotional discounts, package discounts, or other such pricing strategies as part of its business practice.

4.4. **New Developments.** The Franchise Authority shall provide the Franchisee with written notice of the issuance of building or development permits for planned

developments within the Franchise Area requiring undergrounding of cable facilities. The Franchise Authority agrees to require the developer, as a condition of issuing the permit, to give the Franchisee access to open trenches for deployment of cable facilities and at least ten (10) business days written notice of the date of availability of open trenches.

4.5. Prohibition Against Reselling Service. No Person shall sell, offer for sale, or resell, without the express prior written consent of the Franchisee, any Cable Service, program or signal transmitted over the Cable System by the Franchisee.

SECTION 5 - Fees and Charges to Customers

5.1. All rates, fees, charges, deposits and associated terms and conditions to be imposed by the Franchisee or any affiliated Person for any Cable Service as of the Effective Date shall be in accordance with applicable FCC rate regulations. Before any new or modified rate, fee, or charge is imposed, the Franchisee shall follow the applicable FCC notice requirements and rules and notify affected Customers, which notice may be by any means permitted under applicable law.

SECTION 6 - Customer Service Standards; Customer Bills; and Privacy Protection

6.1. Customer Service Standards. The Franchise Authority hereby adopts the customer service standards set forth in Part 76, §76.309 of the FCC's rules and regulations, as amended, and attached hereto as Exhibit A. The Franchisee shall comply in all respects with the customer service requirements established by the FCC.

6.2. Customer Bills. Customer bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to Customers, and in a way that (i) is not misleading and (ii) does not omit material information. Notwithstanding anything to the contrary in Section 6.1, above, the Franchisee may, in its sole discretion, consolidate costs on Customer bills as may otherwise be permitted by Section 622 (c) of the Cable Act [47 U.S.C. §542 (c)].

6.3. Privacy Protection. The Franchisee shall comply with all applicable federal and state privacy laws, including Section 631 of the Cable Act and regulations adopted pursuant thereto.

6.4. Service Center. Notwithstanding Section 6.5-109(d) of the County Code, the Franchisee and County agree that Franchisee shall have no obligation to maintain a customer service center or business office within the County or the City of Martinsville.

SECTION 7 - Oversight and Regulation by Franchise Authority

7.1. Communications Tax. Franchisee shall comply with the provisions of Section 58.1-645 *et seq.* of the Code of Virginia, pertaining to the Virginia Communications Sales and Use Tax, as amended. Franchisee may designate the Virginia Communications Sales and Use Tax as a separate item in any bill to a Subscriber as permitted under applicable law.

7.2. Oversight of Franchise. In accordance with applicable law, the Franchise Authority shall have the right to, at its sole cost and expense and upon reasonable prior written notice and in the presence of Franchisee's employee, periodically inspect the construction and maintenance of the Cable System in the Franchise Area as necessary to monitor Franchisee's compliance with the provisions of this Franchise Agreement.

7.3. Technical Standards. The Franchisee shall comply with all applicable technical standards of the FCC as published in subpart K of 47 C.F.R. § 76.601 *et seq.* To the extent those standards are altered, modified, or amended during the term of this Franchise, the Franchisee shall comply with such altered, modified or amended standards within a reasonable period after such standards become effective. The Franchise Authority shall have, upon written request, the right to obtain a copy of tests and records required to be performed pursuant to the FCC rules.

7.4. Maintenance of Books, Records, and Files.

7.4.1. Books and Records. Throughout the term of this Franchise Agreement, the Franchisee agrees that the Franchise Authority may review the Franchisee's books and records regarding customer service performance levels in the Franchise Area as are reasonably necessary to monitor Franchisee's compliance with the provisions of this Franchise Agreement, upon reasonable prior written notice to the Franchisee pursuant to this Agreement, at the Franchisee's business office, during Normal Business Hours, and without unreasonably interfering with Franchisee's business operations. All such documents that may be the subject of an inspection by the Franchise Authority shall be retained by the Franchisee for a minimum period of twenty-four (24) months.

7.4.2. File for Public Inspection. Throughout the term of this Franchise Agreement, the Franchisee shall maintain for public inspection those documents required pursuant to the FCC's Public Inspection File rules and regulations.

7.4.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Section, the Franchisee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Franchise Authority agrees to treat any information disclosed by the Franchisee as confidential and only to disclose it to those employees, representatives, and agents of the Franchise Authority that have a need to know in order to enforce this Franchise Agreement and who agree, through the execution of a non-disclosure agreement, to maintain the confidentiality of all such information. The Franchisee shall not be required to provide Customer information in violation of Section 631 of the Cable Act or any other applicable federal or state privacy

law. For purposes of this Section, the terms “proprietary or confidential” include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Franchisee to be competitively sensitive. Franchisee may make proprietary or confidential information available for inspection, but not copying or removal of information by the Franchise Authority’s representative. In the event that the Franchise Authority has in its possession and receives a request under a state “sunshine,” public records, or similar law for the disclosure of information the Franchisee has designated as confidential, trade secret or proprietary, the Franchise Authority shall notify Franchisee of such request and cooperate with Franchisee in opposing such request.

SECTION 8 - Transfer or Change of Control of Cable System or Franchise

8.1. Neither the Franchisee nor any other Person may transfer the Cable System or the Franchise without prior written notice to the Franchise Authority. No prior notice shall be required, however, for: (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Franchisee in the Franchise or in the Cable System in order to secure indebtedness, (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation, or (iii) the sale, conveyance, transfer, exchange or release of fifty percent (50%) or less of its equitable ownership. Within thirty (30) days of receiving a notice of transfer, the Franchise Authority may, in accordance with FCC rules and regulations, notify the Franchisee in writing of the additional information, if any, it requires regarding the legal, financial, and technical qualifications of the transferee or new controlling party.

SECTION 9 - Insurance and Indemnity

9.1. Insurance. Throughout the term of this Franchise Agreement, the Franchisee shall, at its own cost and expense, maintain Commercial General Liability Insurance and provide the Franchise Authority certificates of insurance designating the Franchise Authority and its officers, boards, commissions, councils, elected officials and employees as additional insureds and demonstrating that the Franchisee has obtained the insurance required in this Section. Such policy or policies shall be in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence for bodily injury or property damage resulting from any one accident. The Franchisee shall provide workers’ compensation coverage in accordance with applicable law. The Franchisee shall indemnify and hold harmless the Franchise Authority from any workers compensation claims to which the Franchisee may become subject during the term of this Franchise Agreement.

9.2. Indemnification. The Franchisee shall indemnify, defend and hold harmless the Franchise Authority, its officers and employees acting in their official capacities from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that directly arise out of the Franchisee’s construction,

operation, maintenance, or removal of the Cable System, including, but not limited to, reasonable attorneys' fees and costs, provided that the Franchise Authority shall give the Franchisee written notice of its obligation to indemnify and defend the Franchise Authority within ten (10) business days of receipt of a claim or action pursuant to this Section. The Franchise Authority agrees that it will take all necessary action to avoid a default judgment and not prejudice the Franchisee's ability to defend the claim or action. If the Franchise Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchise Authority.

9.2.1 Franchisee shall not be required to indemnify the Franchise Authority for negligence or misconduct on the part of the Franchise Authority or its officials, boards, commissions, agents, or employees, including any loss or claims related to PEG access Channels in which the Franchise Authority or its designee participates, subject to applicable law.

SECTION 10 - System Description and Service

10.1. System Capacity. During the term of this Agreement, the Franchisee's Cable System shall be capable of providing Video Programming with reception available to its customers in the Franchise Area in accordance with the Cable Act.

10.2. Cable Service to School Buildings. To the extent applicable law no longer defines services provided at no cost as Franchise Fees or otherwise precludes complimentary accounts as a condition of a cable franchise, the Franchisee shall provide, at no cost to the Franchise Authority, Basic Cable Service and Standard Installation at one (1) outlet to each public and private grade school (K-12) building identified in Exhibit B located in the Franchise Area within one hundred fifty (150) feet drop distance of the Franchisee's distribution cable. No charge shall be made for installation or service, except that Franchisee may charge for installation beyond one hundred fifty (150) feet aerial distance of the cable plant and service for more than one (1) drop in each building. For the purposes of this section, the term "school" means an educational institution that receives funding pursuant to Title I of the Elementary and Secondary Education Act of 1965, 20 U.S.C. § 6301 et seq., as amended, and does not include "home schools."

10.3. Cable Service to Governmental and Institutional Facilities. To the extent applicable law no longer defines services provided at no cost as Franchise Fees or otherwise precludes complimentary accounts as a condition of a cable franchise, the Franchisee shall provide, at no cost to the Franchise Authority, Basic Cable Service and Standard Installation at one outlet to each Public Building identified in Exhibit B, and upon written request, to new Public Buildings located in the Franchise Area within one hundred fifty (150) feet drop distance of the Franchisee's distribution cable. No charge shall be made for installation or service, except that Franchisee may charge for installation beyond one hundred fifty (150) feet aerial distance of the cable plant and service for more than one (1) drop in each building.

SECTION 11 - Enforcement and Revocation Proceedings

11.1. Notice of Violation or Default and Opportunity to Cure. In the event the Franchise Authority believes that the Franchisee has not complied with the material terms of the Franchise, it shall notify the Franchisee in writing with specific details regarding the exact nature of the alleged non-compliance or default.

11.1.1. Franchisee's Right to Cure or Respond. The Franchisee shall have forty-five (45) days from the receipt of the Franchise Authority's written notice: (i) to respond to the Franchise Authority, contesting the assertion of non-compliance or default; or (ii) to cure such default; or (iii) in the event that, by nature of the default, such default cannot be cured within the forty-five (45) day period, initiate reasonable steps to remedy such default and notify the Franchise Authority of the steps being taken and the projected date that the cure will be completed.

11.1.2. Public Hearings. In the event the Franchisee fails to respond to the Franchise Authority's notice or in the event that the alleged default is not remedied within forty-five (45) days or the date projected by the Franchisee, the Franchise Authority shall schedule a public hearing to investigate the default. Such public hearing shall be held at the next regularly scheduled meeting of the Franchise Authority that is scheduled at a time that is no less than ten (10) business days therefrom. The Franchise Authority shall notify the Franchisee, in advance, in writing of the time and place of such meeting and provide the Franchisee with a reasonable opportunity to be heard.

11.1.3. Enforcement. Subject to applicable federal and state law, in the event the Franchise Authority, after such public hearing, determines that the Franchisee is in default of any material provision of the Franchise, the Franchise Authority may: (i) seek specific performance of any provision that reasonably lends itself to such remedy as an alternative to damages, or seek other equitable relief; or (ii) in the case of a substantial default of a material provision of the Franchise, initiate revocation proceedings in accordance with the following:

(a) The Franchise Authority shall give written notice to the Franchisee of its intent to revoke the Franchise on the basis of a pattern of non-compliance by the Franchisee, including two or more instances of substantial non-compliance with a material provision of the Franchise. The notice shall set forth with specificity the exact nature of the non-compliance. The Franchisee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the Franchise Authority has not received a response from the Franchisee or upon receipt of the response does not agree that the allegations of non-compliance have been or will be resolved, it may then seek revocation of the Franchise at a public hearing. The Franchise Authority shall cause to be served upon the Franchisee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request revocation of the Franchise.

(b) At the designated public hearing, the Franchise Authority shall give the Franchisee an opportunity to state its position on the matter, present evidence and question witnesses, in accordance with the standards of a fair hearing applicable to administrative hearings in the Commonwealth of Virginia, after which it shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record and a written transcript shall be made available to the Franchisee within ten (10) business days. The decision of the Franchise Authority shall be in writing and shall be delivered to the Franchisee by certified mail. The Franchisee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Franchise Authority “de novo” and to modify or reverse such decision as justice may require.

11.2. Technical Violation. The Franchise Authority agrees that it is not its intention to subject the Franchisee to penalties, fines, forfeitures or revocation of the Franchise for so-called “technical” breach(es) or violation(s) of the Franchise, which shall include, but not be limited, to the following:

11.2.1. in instances or for matters where a violation or a breach of the Franchise by the Franchisee was good faith error that resulted in no or minimal negative impact on the Customers within the Franchise Area; or

11.2.2. where there existed circumstances reasonably beyond the control of the Franchisee and which precipitated a violation by the Franchisee of the Franchise, or which were deemed to have prevented the Franchisee from complying with a term or condition of the Franchise.

11.3. No Removal of System. Franchisee shall not be required to remove its Cable System or to sell the Cable System, or any portion thereof as a result of revocation, denial of renewal, or any other lawful action to forbid or disallow Franchisee from providing Cable Service, if the Cable System is actively being used to facilitate any other services not governed by the Cable Act, or any portion thereof [47 U.S.C. §541(b)].

SECTION 12 - Competitive Equity

12.1. Purposes. The Franchisee and the Franchise Authority acknowledge that there is increasing competition in the video marketplace among cable operators, direct broadcast satellite providers, telephone companies, broadband content providers and others; new technologies are emerging that enable the provision of new and advanced services to residents of the Franchise Area; and changes in the scope and application of the traditional regulatory framework governing the provision of video services are being considered in a variety of federal, state and local venues. To foster an environment where video service providers using the public rights-of-way can compete on a competitively neutral and nondiscriminatory basis; encourage the provision of new and advanced services to residents of the Franchise Area; promote local communications infrastructure

investments and economic opportunities in the Franchise Area; and provide flexibility in the event of subsequent changes in the law, the Franchisee and the Franchise Authority have agreed to the provisions in this Section, and they should be interpreted and applied with such purposes in mind.

12.2. New Video Service Provider.

12.2.1. Notwithstanding any other provision of this Agreement or any other provision of law, if any Video Service Provider (“VSP”) (i) enters into any agreement with the Franchise Authority to provide video services to subscribers in the Franchise Area, or (ii) otherwise begins to provide video services to subscribers in the Franchise Area (with or without entering into an agreement with the Franchise Authority), the Franchise Authority, upon written request of the Franchisee, shall permit the Franchisee to construct and operate its Cable System and to provide video services to subscribers in the Franchise Area under the same agreement and/or under the same terms and conditions as apply to the new VSP. The Franchisee and the Franchise Authority shall enter into an agreement or other appropriate authorization (if necessary) containing the same terms and conditions as are applicable to the VSP within sixty (60) days after the Franchisee submits a written request to the Franchise Authority.

12.2.2. If there is no written agreement or other authorization between the new VSP and the Franchise Authority, the Franchisee and the Franchise Authority shall use the sixty (60) day period to develop and enter into an agreement or other appropriate authorization (if necessary) that to the maximum extent possible contains provisions that will ensure competitive equity between the Franchisee and other VSPs, taking into account the terms and conditions under which other VSPs are allowed to provide video services to subscribers in the Franchise Area.

12.3. Subsequent Change in Law. If there is a change in federal, state or local law that provides for a new or alternative form of authorization for a VSP to provide video services to Subscribers in the Franchise Area, or that otherwise changes the nature or extent of the obligations that the Franchise Authority may request from or impose on a VSP providing video services to subscribers in the Franchise Area, the Franchise Authority agrees that, notwithstanding any other provision of law, upon Franchisee’s written request the Franchise Authority shall: (i) permit the Franchisee to provide video services to subscribers in the Franchise Area on the same terms and conditions as are applicable to a VSP under the changed law; (ii) modify this Agreement to comply with the changed law; or (iii) modify this Agreement to ensure competitive equity between the Franchisee and other VSPs, taking into account the conditions under which other VSPs are permitted to provide video services to Subscribers in the Franchise Area. The Franchise Authority and the Franchisee shall implement the provisions of this Section within sixty (60) days after the Franchisee submits a written request to the Franchise Authority. Notwithstanding any provision of law that imposes a time or other limitation on the Franchisee’s ability to take advantage of the changed law’s provisions, the Franchisee may exercise its rights under this Section at any time, but not sooner than thirty (30) days after the changed law goes into effect.

12.4. Effect on This Agreement. Any agreement, authorization, right or determination to provide video services to subscribers in the Franchise Area under Sections 12.2 or 12.3 shall supersede this Agreement, and the Franchisee, at its option, may terminate this Agreement or portions thereof, upon written notice to the Franchise Authority, without penalty or damages.

SECTION 13 - Performance Bond

13.1. Performance Bond. Within thirty (30) days of the Effective Date of this Agreement, Franchisee shall post a performance bond in the amount of Fifty Thousand Dollars (\$50,000) as surety for the faithful performance and discharge by Franchisee of all obligations imposed by this Franchise Agreement. The performance bond shall remain in force and effect throughout the Term of this Franchise Agreement. The Franchise Authority shall give Franchisee twenty (20) business days' notice of its intent to draw from the performance bond. The Franchise Authority may not draw from the performance bond while any action, appeal or other process has been instituted by Franchisee to challenge the amount owed.

SECTION 14 - Miscellaneous Provisions

14.1. Force Majeure. The Franchisee shall not be held in default under, or in non-compliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such non-compliance or alleged defaults occurred or were caused by lightning strike, earthquake, flood, tidal wave, unusually severe rain, ice or snow storm, hurricane, tornado, or other catastrophic act of nature; riot, war, labor disputes, environmental restrictions, failure of utility service or failure of equipment or facilities not belonging to Franchisee, denial of access to facilities or rights-of-way essential to serving the Franchise Area, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Franchisee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Franchisee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary.

14.2. Notice. All notices shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the Franchise Authority:

Henry County
3300 Kings Mountain Road

Martinsville, VA 24112
Attention: County Manager

To the Franchisee:

Comcast
600 Hays Avenue
Staunton, VA 24401
Attention: Government Affairs Department

With copies to:

Comcast Cable
1215 East Fort Avenue, Suite 103
Baltimore, MD 21230
Attention: Government Affairs Department

And to:

Comcast Cable Northeast Division
676 Island Pond Rd.
Manchester, NH 03109
Attention: Government Affairs Department

15.3. Entire Agreement. This Franchise Agreement and any exhibits or addendums hereto constitute the entire agreement between the Franchise Authority and the Franchisee and supersedes all prior or contemporaneous agreements, ordinances, representations, or understandings -- whether written or oral -- of the parties regarding the subject matter hereof. Any agreements, ordinances, representations, or understandings or parts of such measures that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

15.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

15.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State where the Franchise Area is located, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of such State, as applicable to contracts entered into and performed entirely within the State.

15.6. Modification. No provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Franchise Authority and the Franchisee, which amendment shall be authorized on behalf of the Franchise Authority through the adoption of an appropriate resolution or order by the Franchise Authority, as required by applicable law.

15.7. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Franchise Agreement.

15.8. Captions. Captions to sections throughout this Franchise Agreement are solely to facilitate the reading and reference to the sections and provisions of this Franchise Agreement. Such captions shall not affect the meaning or interpretation of this Franchise Agreement.

15.9. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, which Franchisee may have under federal or state law unless such waiver is expressly stated herein.

15.10. Incorporation by Reference

15.10.1. All presently and hereafter applicable conditions and requirements of federal, State and generally applicable local laws, including but not limited to the rules and regulations of the FCC and the State where the Franchise Area is located, as they may be amended from time to time, are incorporated herein by reference to the extent not enumerated herein. However, no such general laws, rules, regulations, and codes, as amended, may alter the obligations, interpretation, and performance of this Renewal Franchise to the extent that any provision of this Renewal Franchise conflicts with or is inconsistent with such laws, rules or regulations.

15.10.2. Should the State, the federal government or the FCC require Franchisee to perform or refrain from performing any act the performance or non-performance of which is inconsistent with any provisions herein, the Franchise Authority and Franchisee will thereupon, if they determine that a material provision herein is affected, modify any of the provisions herein to reflect such government action.

15.11. Calculation of Time. Where the performance or doing of any act, duty, matter, payment, or operation is required hereunder and the period of time or duration for the performance or doing thereof is prescribed and fixed herein, the time shall be computed so as to exclude the first day and include the last day of the prescribed or fixed period or duration of time. When the last day of the period falls on Saturday, Sunday, or a legal holiday, that day shall be omitted from the computation.

15.12. Annexation. Upon ninety (90) days written notice, any additions of territory to the Franchise Authority, by annexation or other legal means, contiguous to the Franchise Area, shall thereafter be subject to all the terms of this Agreement as though it

were an extension made hereunder related to the Cable System located or operated within said territory.

REMAINDER OF PAGE LEFT BLANK UNTIL SIGNATURE PAGE.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the last date set forth below:

Henry County, Virginia:

By: _____

Print Name: _____

Title: _____

Date: _____

Comcast of Connecticut/Georgia/ Massachusetts/New Hampshire/New York/North Carolina/Virginia/Vermont, LLC.:

By: _____

Print Name: Mary McLaughlin

Title: Regional Senior Vice President

Date: _____

Exhibit A
FCC Customer Service Standards

Code of Federal Regulations
Title 47: Telecommunications
Part 76 – Multichannel Video and Cable Television Service
Subpart H – General operating Requirements

§ 76.309 Customer Service Obligations

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability—

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an

answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

(3) Communications between cable operators and cable subscribers—

(i) Refunds—Refund checks will be issued promptly, but no later than either—

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(ii) Credits—Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions—

(i) Normal business hours—The term “normal business hours” means those hours during which most similar businesses in the community are open to serve customers. In all cases, “normal business hours” must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions—The term “normal operating conditions” means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption—The term “service interruption” means the loss of picture or sound on one or more cable channels.

Note to §76.309: Section 76.1602 contains notification requirements for cable operators with regard to operator obligations to subscribers and general information to be provided to customers regarding service. Section 76.1603 contains subscriber notification requirements governing rate and service changes. Section 76.1619 contains notification requirements for cable operators with regard to subscriber bill information and operator response procedures pertaining to bill disputes.

Exhibit B
Courtesy Service Locations

Axton Elementary School	1500 Axton School Road, Axton, VA 24054
Axton Fire Department	55 Mountain Valley Road, Axton, VA 24054
Bassett Community Center	119 Blackberry Road, Bassett, VA 24055
Bassett Fire Department	3745 Fairystone Park Highway, Bassett, VA 24055
Bassett High School	85 Riverside Drive, Bassett, VA 24055
Bassett Historical Center	3964 Fairystone Park Highway, Bassett, VA 24055
Bassett Rescue Squad	1950 Riverside Drive, Bassett, VA 24055
Campbell Court Elementary School	220 Campbell Court, Bassett, VA 24055
Collinsville Fire Department	205 John Redd Boulevard, Collinsville, VA 24078
Collinsville Primary School	15 Primary School Road, Collinsville, VA 24078
Collinsville Public Library	2540 Virginia Avenue, Collinsville, VA 24078
Drewry Mason Elementary School	45 Drewry Mason School Road, Ridgeway, VA 24148
Dyers Store Fire Department	3230 Chatham Road, Martinsville, 24112
Fieldale Fire Department	500 Field Avenue, Fieldale, VA 24089
Fieldale-Collinsville Middle School	645 Miles Road, Collinsville, VA 24078
Fieldale-Collinsville Rescue Squad	1827 Daniels Creek Road, Collinsville, VA 24078
G.W. Carver Elementary School	220 Trott Circle, Martinsville, VA 24112
Henry County Administration	3300 Kings Mountain Road, Martinsville, VA 24112
Henry County Jail	3260 Kings Mountain Road, Martinsville, VA 24112
Henry County Public Schools	119 Coffman Drive, Collinsville, VA 24078
Henry County Sheriff	3250 Kings Mountain Road, Martinsville, VA 24112
Horsepasture Fire Department	17815 Al Philpott Highway, Ridgeway, VA 24148
Horsepasture Rescue Squad	18287 Al Philpott Highway, Martinsville, VA 24112
John Redd Smith Elementary School	40 School Drive, Collinsville, VA 24078
Laurel Park Middle School	280 Laurel Park Avenue, Martinsville, VA 24112
Mt. Olivet Elementary School	Mt. Olivet Road, Martinsville, VA 24112
Patriot Centre Fire and EMS	155 Beaver Creek Drive, Martinsville, VA 24112
Patrick-Henry Fire Department	3125 County Line Road, Bassett, VA 24055
Rich Acres Elementary School	400 Rich Acres School Road, Martinsville, VA 24112
Ridgeway Fire Department, #2	1766 Joseph Martin Highway, Martinsville, VA 24112
Sanville Elementary School	19 Sanville School Road, Fieldale, VA 24089



1215 East Fort Avenue, Suite 103
Baltimore, MD 21230

February XX, 2020

Tim Hall
County Administrator
Henry County, Virginia
3300 Kings Mountain Road
Martinsville, VA 24112

Dear Mr. Hall:

The purpose of this letter is to provide further information and confirm the understanding that has been reached between Comcast of Connecticut/Georgia/Massachusetts/New Hampshire/New York/North Carolina/Virginia/Vermont, LLC (“Comcast”) and Henry County (“County”) with respect to certain matters that were discussed with the County during franchise renewal negotiations, but are not covered by the Franchise Agreement that is effective February _____, 2020 (“Franchise Agreement”).

The term of this letter shall be the same as the term of the Franchise Agreement. The commitments made in this letter shall terminate in the event the Franchise Agreement is terminated prior to expiration, or renewal is denied.

1. Cable System Extensions. Comcast agrees to extend its Cable System along the Public Rights-of-Way in the areas of J S Holland Road and Sandy River Road as identified in Exhibit A and in accordance with the terms set forth herein.

1.1 Subject to receipt of all necessary easements, permits, pole licenses, required authorizations, and pole make ready work, Comcast shall use commercially reasonable efforts to complete the Cable System Extensions within one (1) year of the Effective Date of the Franchise Agreement.

1.2 Comcast may charge subscribers an additional charge in excess of its standard installation rate for any service installation requiring a drop in or line extension in excess of one hundred twenty-five (125) feet from the Public Right of Way in accordance with Section 4.1 of the Franchise Agreement.

1.3 Upon written notice to the County, Comcast shall be allowed additional time to complete an extension where the extension is delayed for reasons beyond Comcast’s reasonable ability to control or anticipate, including but not limited to cost, denial of access to facilities or rights-of-way, delays caused by waiting for utility providers to service or monitor their own utility poles, and adverse weather. The County will not unreasonably refuse to grant an extension.

We look forward to continuing our longstanding partnership in serving the needs and interests of the citizens of Henry County. Should you have any questions regarding these matters, please do not hesitate to contact Nathan Daugherty at 434-238-0729.

Sincerely,

Misty Allen
Regional Vice President, Government Affairs & Regulatory Affairs

Agreed to and accepted by:
Connecticut/Georgia/Massachusetts/New Hampshire/New York/North Carolina/Virginia/Vermont, LLC

Mary McLaughlin
Regional Senior Vice President

Date: _____

Agreed to and accepted by:
Henry County

Tim Hall
County Administrator

Date: _____



Henry County Board of Supervisors

Meeting Date July 28, 2020

Item Number 13

Issue

Informational Items

Background

Routine reports from:

- 1) Building Inspection
- 2) Parks and Recreation
- 3) Public Safety
- 4) Sheriff's Office

The County Administrator's Report will be given at the meeting.

Attachments

Enumerated Above

Staff Recommendation

Information only; no action needed.

PROJECT CODE RECAP FOR PERMITS ISSUED: 6/01/2020 TO 6/30/2020

Description	# of Permits	Fees	Value
COMMERCIAL - ADDITIONS	1	75.00	12,500
COMMERCIAL - RENOVATE/REPAIR	2	50.00	15,260
DEMOLITIONS	1	25.00	10,000
LAND DISTURBING PERMITS	2	250.00	8,070,115
ELECTRICAL	23	390.00	34,179
INDUSTRIAL - REROOF, ETC	1	0	566,300
MECHANICAL	3	30.00	1,200
MOBILE HOME	5	500.00	46,000
NEW SINGLE FAMILY DWELLING	2	578.56	205,000
PLUMBING	2	15.00	1,250
RESIDENTIAL - ADDITIONS	7	258.56	69,100
RESIDENTIAL - MISCELLANEOUS	4	164.64	23,969
RESIDENTIAL - OTHER	16	891.76	235,591
SIGN	2	60.00	40,600
TOTALS	71	3288.52	9,331,064

NEW SINGLE FAMILY REPORT BY DISTRICT: 6/01/2020 TO 6/30/2020

BLACKBERRY DISTRICT:

DBLW	0
MOBL	0
NSFD	2
TOTAL FOR BLACKBERRY	2

COLLINSVILLE DISTRICT:

DBLW	0
MOBL	1
NSFD	0
TOTAL FOR COLLINSVILLE	1

HORSEPASTURE DISTRICT:

DBLW	0
MOBL	0
NSFD	0
TOTAL FOR HORSEPASTURE	0

IRISWOOD DISTRICT:

DBLW	0
MOBL	2
NSFD	0
TOTAL FOR IRISWOOD	2

REED CREEK DISTRICT:

DBLW	0
MOBL	1
NSFD	0
TOTAL FOR REED CREEK	1

RIDGEWAY DISTRICT:

DBLW	0
MOBL	1
NSFD	0
TOTAL FOR RIDGEWAY	1

TOTAL	7
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PROJECT CODE RECAP FOR PERMITS ISSUED: 7/01/2019 TO 6/30/2020

Description	# of Permits	Fees	Value
APARTMENTS - ADD/RENOVATIONS	2	101.00	65,000
COMMERCIAL - ADDITIONS	11	516.16	452,684
COMMERCIAL - MISC/STORAGE ETC	11	780.72	1,483,775
COMMERCIAL - NEW CONSTRUCTION	5	1,428.00	64,198,000
COMMERCIAL - REROOF, TENT, ETC	31	805.00	2,697,594
COMMERCIAL - RENOVATE/REPAIR	20	940.32	1,226,581
DOUBLEWIDES	9	1,483.84	836,500
DEMOLITIONS	9	225.00	81,300
LAND DISTURBING PERMITS	24	619.00	11,560,190
ELECTRICAL	378	6,752.50	7,684,623
INDUSTRIAL - ADDITIONS	1	0	1,764,000
INDUSTRIAL - REROOF, ETC	1	0	566,300
INDUSTRIAL - RENOVATE/REPAIR	4	71.00	3,355,000
MECHANICAL	71	1,150.55	5,697,713
MOBILE HOME	41	4,100.00	780,800
NEW SINGLE FAMILY DWELLING	13	3,596.72	4,078,264
PLUMBING	16	98.00	9,546,549
RESIDENTIAL - ADDITIONS	77	3,445.08	1,675,939
RESIDENTIAL - MISCELLANEOUS	38	2,784.28	530,108
RESIDENTIAL - OTHER	56	2,713.96	773,618
RESIDENTIAL - RENOVATE/REPAIR	38	1,804.60	1,240,846
SIGN	24	645.00	267,284
TOTALS	880	34060.73	120,562,668

NEW SINGLE FAMILY REPORT BY DISTRICT: 7/01/2019 TO 6/30/2020

BLACKBERRY DISTRICT:

DBLW	1
MOBL	8
NSFD	4
TOTAL FOR BLACKBERRY	13

COLLINSVILLE DISTRICT:

DBLW	0
MOBL	7
NSFD	2
TOTAL FOR COLLINSVILLE	9

HORSEPASTURE DISTRICT:

DBLW	2
MOBL	9
NSFD	1
TOTAL FOR HORSEPASTURE	12

IRISWOOD DISTRICT:

DBLW	2
MOBL	7
NSFD	3
TOTAL FOR IRISWOOD	12

REED CREEK DISTRICT:

DBLW	0
MOBL	4
NSFD	1
TOTAL FOR REED CREEK	5

RIDGEWAY DISTRICT:

DBLW	4
MOBL	6
NSFD	2
TOTAL FOR RIDGEWAY	12

TOTAL	63
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Senior Services Programs

- ▶ Offered three programs/activities that had 133 seniors participating.
- ▶ Programs offered included:
 - ✓ Transportation Program
 - ✓ Dick and Willie Walk
 - ✓ Trail Trekkers
- * All senior programs except for essential transportation and small outdoor activities were suspended because of the coronavirus.

Athletics

- * Started planning for fall youth sports.

Recreation Programs & Special Events

- ▶ Offered 10 programs/activities that had 100 participants.
- ▶ Programs offered included:
 - ✓ Tie Dye Day
 - ✓ Golf Camp
 - ✓ Geocaching
 - ✓ Southside Area Tennis Association
 - ✓ Fishing Program
 - ✓ Canoe Club
 - ✓ Bike Club
 - ✓ Blue Ridge Ski and Outing Club
 - ✓ Henry County Photography Club
 - ✓ Patrick Henry Patriots Remote Control Airplane Club
- * All recreation programs except for small group outdoor activities were suspended because of the coronavirus.

Parks Maintenance & Development

- ✓ Worked on gate at group campground.
- ✓ Cleaned up mud at Fieldale and Jordan Creek Parks.
- ✓ Sprayed herbicide in parks and on trails.

- ✓ Worked on split rail fence in a lot of the parks.
- ✓ Hauled dirt to the Henry County Recreation Center to fill in pool.
- ✓ Pressure washed at the marina.
- ✓ Made electrical repairs at Jaycee Park.
- ✓ Repaired rock on the Spruce Street Restrooms.
- ✓ Worked on wash out sections on the Dick and Willie Trail.
- ✓ Mowed all parks and trails every 10 days.
- ✓ Cleaned all parks five times a week.
- ✓ Completed monthly inspection of playgrounds.
- ✓ Completed monthly inspection at marina.
- ✓ Did litter patrol in all parks.
- ✓ Performed preventive maintenance on equipment.
- ✓ Performed miscellaneous maintenance on park maintenance vehicles.
- ✓ Set up activity rooms for various activities.



County of Henry
Department of Public Safety

1024 DuPont Road
 Martinsville, VA 24112
 Voice: 276.634.4660
 Fax: 276.634.4770

JUNE 2020

Emergency Responses

EMS Related Incidents by District

EMS Coverage by District	Dist. Calls Rec'd	Calls Ans.	Ans. By M/A*	Asst'd by HCDPS	Ans. by HCDPS	Ans. by Back-up	Vol. Ans. YTD
Axton	70	4	1	4	65	0	38
Bassett	159	43	13	41	103	0	301
Fieldale-Collinsville	162	91	2	36	67	2	585
Horsepasture	66	15	2	10	49	0	97
Ridgeway	117	18	2	18	97	0	290
TOTAL	574	171	20	109	381	2	1311

*M/A or Mutual Aid is when an agency handles a call outside of their primary response zone.

Fire Related Incidents by District	Monthly	YTD
Axton Fire Department	10	78
Bassett Fire Department	20	178
Collinsville Fire Department	33	180
Dyers Store Fire Department	10	78
Fieldale Fire Department	15	91
Horsepasture Fire Department	13	103
Patrick-Henry Fire Department	2	55
Ridgeway Fire Department	26	184
TOTAL	129	947

Department of Public Safety Responses	Monthly	YTD
Assist Rescue Squads	109	810
Assist Fire Departments	67	483
Ambulance Responses	381	1985
Responses to Another Jurisdiction	9	50
TOTAL	566	3328

Non-Emergency Activities

Fire Prevention					Monthly	YTD
Fire Investigations					1	12
Environmental Investigations					1	4
Follow-up Investigative Activities					7	71
Non-Emergency Assists					1	19
Inspections	Schools – 0	Restaurants – 2	Hotels - 8	Other- 20	30	72
Smoke/Carbon Monoxide Detector Installs					20	243
Fire Permits Issued					3	32

Department Training	Monthly	YTD
EMS Contact Hours	19.5	478
Fire Contact Hours	21	270
Other Contact Hours	16	162
TOTAL	56.5	910

Volunteer Recruitment/Retention/Training & Pub Ed	Monthly	YTD
Pub. Ed & Recruitment Events	0	12
Pub. Ed & Recruitment Event Participants	0	1186
Background Checks	5	18
Volunteer Training Sessions	25	147
Volunteer Training Contact Hours	1548	9498.5
HCP CPR Cards Issued	0	58
First Aid/CPR Cards Issued	0	93
Mentoring/Precepting Hours	48	268

Miscellaneous	Monthly	YTD
Professional Development Activities	13	42
Emergency Management Activities	14	287

COVID-19 Impacts

(Events canceled or postponed due to the COVID-19 Pandemic)

June: 4 classes, three public education events.

Upcoming Training/Events

○ Firefighter 1	July 27	1800
○ Fire Instructor 1	Aug. 1	1800
○ Swiftwater Rescue L3	Aug. 8	1800
○ EMS CE “Look At the Birds”	Aug. 19	1800
○ Advanced Cardiac Life Support	Aug. 13	0800

Additional Notables

EMS Revenue Recovery for FY20	Net Received	Sharing Payout	Sharing Received	Net Total	Year to Date
Axton			\$ 944.19	\$ 944.19	\$ 10,145.93
Bassett	\$ 12,343.23	\$ 842.80	\$ 243.78	\$ 11,744.20	\$ 147,323.68
Fieldale-C'ville	\$ 31,178.75	\$ 122.39	\$ 259.49	\$ 31,315.85	\$ 212,347.32
Public Safety	\$ 74,778.16	\$5,141.09	\$ 2,237.19	\$ 71,874.26	\$1,039,785.90
Horsepasture			\$ 4,075.52	\$ 4,075.52	\$ 55,853.63
Ridgeway	\$ 7,327.65	\$1,653.88	\$ -	\$ 5,673.77	\$ 87,449.61
Total	\$125,627.78	\$7,760.16	\$7,760.16	\$125,627.78	\$1,552,906.87

- Members of Henry County Volunteer Rescue Squads and Volunteer Fire Departments, along with HCDPS staff, completed the American Canoe Association's L3 Swiftwater Rescue Course this month. Due to the increase of flooding and in tourism relating to fishing and kayaking the Smith River over the past several years, the need for certified Swiftwater Rescuers has become a priority. The Harvest Foundation awarded a grant to HCDPS to train 25 responders and purchase basic safety gear that will be distributed to volunteer and career agencies who have the highest frequency of water-related responses. Within two weeks of the class, responders performed a rescue on the Smith River immediately using the skills learned in the class. Agencies who participated in the first Swiftwater Rescue Course included Bassett Fire Department, Bassett Rescue Squad, Fieldale Fire Department, Ridgeway Rescue Squad, Ridgeway Fire Department, Martinsville Fire/EMS, and HCDPS.

- While maintaining precautions related to COVID-19, staff started back in the field with fire inspections. Inspections were scheduled in advance with our local hotels and some businesses. These businesses were asked in advance for them to wear a mask while the staff was there and informed that the staff would be wearing one as well. This has allowed staff to get back in line with the annual inspection schedule.

- Though there were no fans in attendance, staff worked with the Martinsville Speedway and NASCAR regarding emergency management activities during the race. Extra precautions regarding COVID-19, such as everyone wearing masks throughout the entire event and temperature checks being conducted of everyone when they arrived onto the property. The event took place without incident.

- As confirmed cases continue to increase, staff continues to work with regional and state partners in responses and recovery regarding the Pandemic.

HENRY COUNTY SHERIFF'S OFFICE

Activity Report

June 2020

<u>Incident</u>	<u>Incidents Reported</u>	<u>Unfounded Incidents</u>	<u>Actual Incidents</u>	<u>Cleared Incidents</u>
Homicide	2	0	2	2
Rape	3	1	2	0
Other Sex Offenses	1	0	1	1
Robbery	0	0	0	0
Aggravated Assault	12	0	12	6
Simple Assault	22	0	22	15
Burglary	15	1	14	2
Larceny*	59	0	59	11
Vehicle Theft	9	1	8	1
Arson	1	0	1	0
TOTALS	124	3	121	38

Percent Cleared	(Henry Co - Jun. '20)	31%	} Includes only above listed offense types
<i>Percent Cleared</i>	<i>(Virginia - Jun. '20)</i>	<i>29%</i>	
Property Stolen	(Henry Co - Jun. '20)	\$80,526.33	
Property Recovered	(Henry Co - Jun. '20)	\$14,342.52	
% Property Recovered	(Henry Co - Jun. '20)	18%	
<i>% Property Recovered</i>	<i>(Virginia - Jun. '20)</i>	<i>22%</i>	

Average Daily Jail Population	171
Average Daily Housed Out Population	85
IBR Reportable Incidents Investigated**	199
Criminal Warrants Served	176
Littering / Green Box Violations	0
Inmate Workforce (Bag Count)	164
Virginia Uniform Summons	60
Drive Under the Influence--Arrests	5
Assist Funerals	37
Assist Motorists	43
Alarms Answered	180
Prisoners Transported	62
Total Civil Process Papers Served	3,338
Total Dispatched Calls	3,465

Animal Control Report:

Animals Picked Up: Dogs (22) Cats (14)	36
Number of Calls:	202
Number of Violations:	7

*Larceny (includes larceny/theft, fraud, blackmail, bribery and embezzlement offenses)

**Each incident may include one or more offenses.



Henry County
Board of Supervisors

Meeting Date July 28, 2020

Item Number 14

Issue

Closed Meeting

Background

If the Board would like one motion to go into a Closed Meeting to cover the items listed on the agenda, the following motion would be in order:

“That the Board convene in a Closed Meeting as permitted under the following Sections of the Virginia Freedom of Information Act:

§2.2-3711(A)1 for Discussion of Appointees to the Roanoke River Basin Association;

§2.2-3711(A)7 for Discussion of Pending Legal Matters;

§2.2-3711(A)3 for Discussion of the Acquisition/Disposal of Real Estate;

§2.2-3711(A)5 for Discussion of As-Yet Unannounced Industries;

Attachments

None

Staff Recommendation

None



Henry County Board of Supervisors

Meeting Date July 28, 2020

Item Number 15

Issue

Public Hearing – Rezoning Application R-20-04 – Charles D. Hodge

Background

The property is located at 86 Friendship Dr. in the Blackberry District. The Tax Map number is 13.8/64. The applicant is requesting the rezoning of approximately 0.69-acres from Mixed Residential District M-R to Rural Residential District R-R. The applicant intends to replace the site built home on the property with a single wide manufactured home.

Attachments

1. Application for Rezoning
2. Letter from Applicant
3. Survey
4. Excerpt from the Henry County Tax Map

Staff Recommendation

Following a public hearing, both the Planning Commission and staff recommended that the rezoning request be approved.

COUNTY OF HENRY

APPLICATION FOR REZONING

Part 1 - To be completed by Applicant
Please type or print in ink the following information

Applicant's Name Charles D. Hodge Telephone: 629-3636

Applicant's Address: 86 Friendship DR. BASSETT, VA 24055

Location of Property: 86 Friendship DR. BASSETT, VA. 24055

Real Estate Map and Parcel Number 13.8/64 Size of Property: .69 acres sq. ft

Existing Land Use: Old site built home

Proposed Land Use: single wide mobile home

Existing Zoning: M-R Proposed Zoning: R-R

To be completed by County:
The Henry County Planning Department will list below the name and complete address (including the zip code) of the owner of all property adjacent to or directly across a road from the property for which the rezoning is requested.

Name: Seab & Eunice Hodge

Address: 86 Friendship Drive Bassett VA 24055

Real Estate Map and Parcel Number 13.8/64 Zoning: MR

Name: Michael Bolling

Address: 327 Foxglove Lane Rocky Mount VA 24151

Real Estate Map and Parcel Number 13.8/65, 62E, 62D Zoning: SR

Name: Victoria Dehart

Address: 130 Friendship Drive Bassett VA 24055

Real Estate Map and Parcel Number 13.8/64B Zoning: MR

ADDITIONAL SHEET

LISTING OF ADJACENT PROPERTY OWNERS

Attach to Application # R-20-04 for Charles Hodge submitted by _____

00

Name: Calfee Properties

Address: 5744 Stones Dairy Rd Bassett VA 24055

Real Estate Map and Parcel Number 13.8/81 Zoning: SR

Name: David Drake

Address: 133 Friendship Drive Bassett VA 24055

Real Estate Map and Parcel Number 13.8/83 Zoning: SR

Name: _____

Address: _____

Real Estate Map and Parcel Number: _____ Zoning: _____

Name: _____

Address: _____

Real Estate Map and Parcel Number: _____ Zoning: _____

Name: _____

Address: _____

Real Estate Map and Parcel Number: _____ Zoning: _____

Name: _____

Address: _____

Real Estate Map and Parcel Number: _____ Zoning: _____

Application for Rezoning

Page 2

I hereby apply for a change in the zoning classification of the property described herein subject to all County and State laws, ordinances, rules and regulations. I authorize appropriate County officials to enter upon the above-described property during normal business hours to conduct required inspections and post signs. I hereby certify, under penalties of perjury, that the above information is true, complete, and correct. I also understand that I or a representative must attend both the Planning Commission and Board of Supervisors public hearings.

Charles D. Hodge
Signature of Applicant

Owner's consent if different from applicant:

Charles D. Hodge
Signature of Owner

Part 2 - To be completed by County

Rezoning Number: R-20-04 Date Completed Application Received 6-22-20

Date Planning Commission Public Hearing: 7-15-20 Dates of Advertisements 7-1-20, 7-8-20

Date Board of Supervisors Public Hearing: 7-28-20 Dates of Advertisements _____

I certify that, on 7/2/20, each of the property owners adjacent to and across the road from applicant's property were sent by first class mail a notification of the public hearings.

Cristy Adams
Signature of Staff

Recommendation by Planning Commission: Approval (5) Favor (1) Absent

Action by Henry County Board of Supervisors

Date: _____

Approved

Denied

Clerk, Board of Supervisors

To The Planning Commission + Board
of Supervisors.

I understand that The Property in question
was rezoned For Double-wides But
in Late of my Parents Passing They Left
The property to me Charles D. Hodge
I would appreciate it Being rezoned
Rural Residential To place a Single wide
Mobile Home on.

I can't afford to put a Double-wide
on the premises due to Financial circumstances

I will Be Tearing down most of House
saving a portion of it For a storage
Building.

Charles D. Hodge

6-22-10

I need to put a mobile home on property
because my home is in really bad shape
and I can't afford to fix house

NOTES:

This Plat Represents A Current Survey By Terry A. Waller, L.L.S.

County Tax Map Designation = 138 - 64

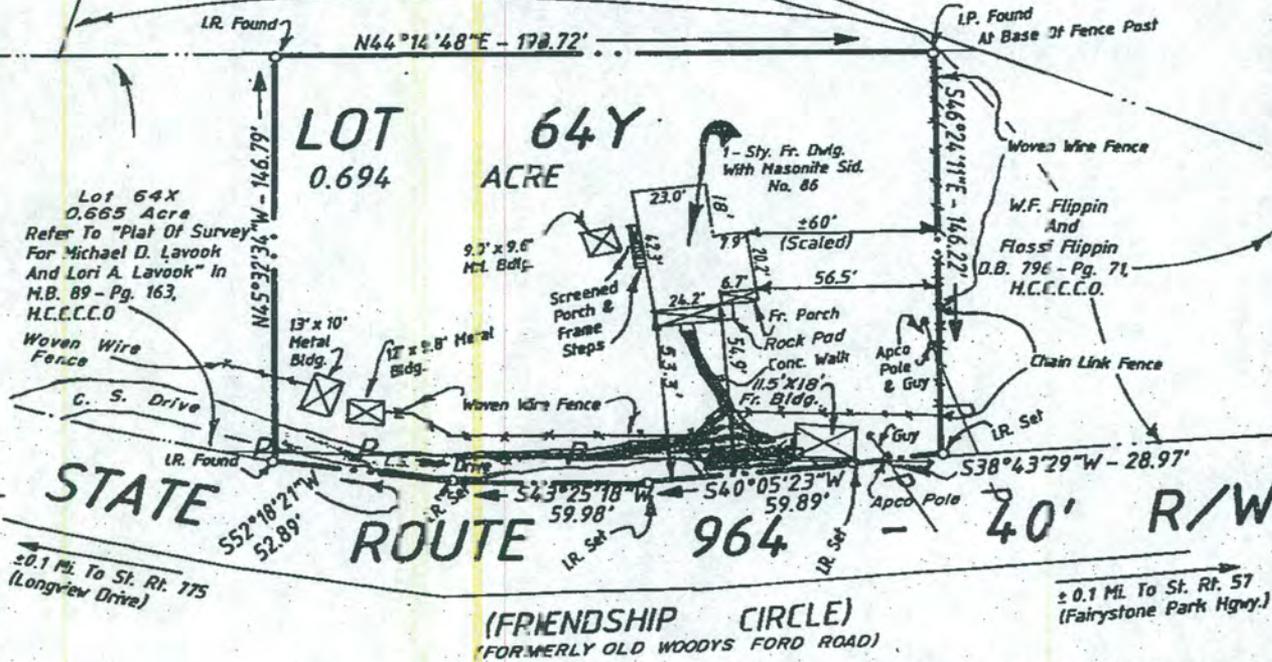
This Property Is Not Located In A Special Flood Hazard Area (Zone C)

Zoning = Mixed Residential

I Certify That The Henry County Subdivision Ordinance Does Not Apply To This Plat Offered For Recordation Because It Is A Survey Of The Remainder Of A Parent Tract.

Terry A. Waller
Terry A. Waller, L.L.S.

(FAIRYSTONE STATE ROUTE 57)
PARK HIGHWAY) 57
R/W VARIES



Lot 64X
0.665 Acre
Refer To "Plat Of Survey
For Michael D. Lavook
And Lori A. Lavook" In
H.B. 89 - Pg. 163,
H.C.C.C.C.O.

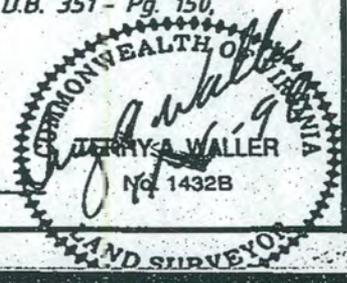
In the Clerk's Office of the Circuit Court for the County of Henry, Virginia, this instrument is admitted to record at 11:21 clock AM on 11/30/98 and with the certificate of acknowledgment thereto annexed: -
Terry A. Waller - DG/Clerk

PLAT OF FOR SEAB A. HODGE AND EUNICE L. HODGE

Showing Property Situated On The Northwest Side Of State Route 964, Blackberry Distict, Henry County, Virginia; Being Part Of The Property Which Seab A. Hodge And Eunice L. Hodge Acquired From Herbert C. Robertson's And Anna Myrtle Robertson's Heirs At Law, In D.B. 351 - Pg. 150, H.C.C.C.C.O., Now Designated As Lot 64Y.

Scale: 1" = 50'
November 6, 1998.

Prepared By
TERRY A. WALLER, L.L.S.
Licensed Land Surveyor Number 14328
Collinsville Virginia

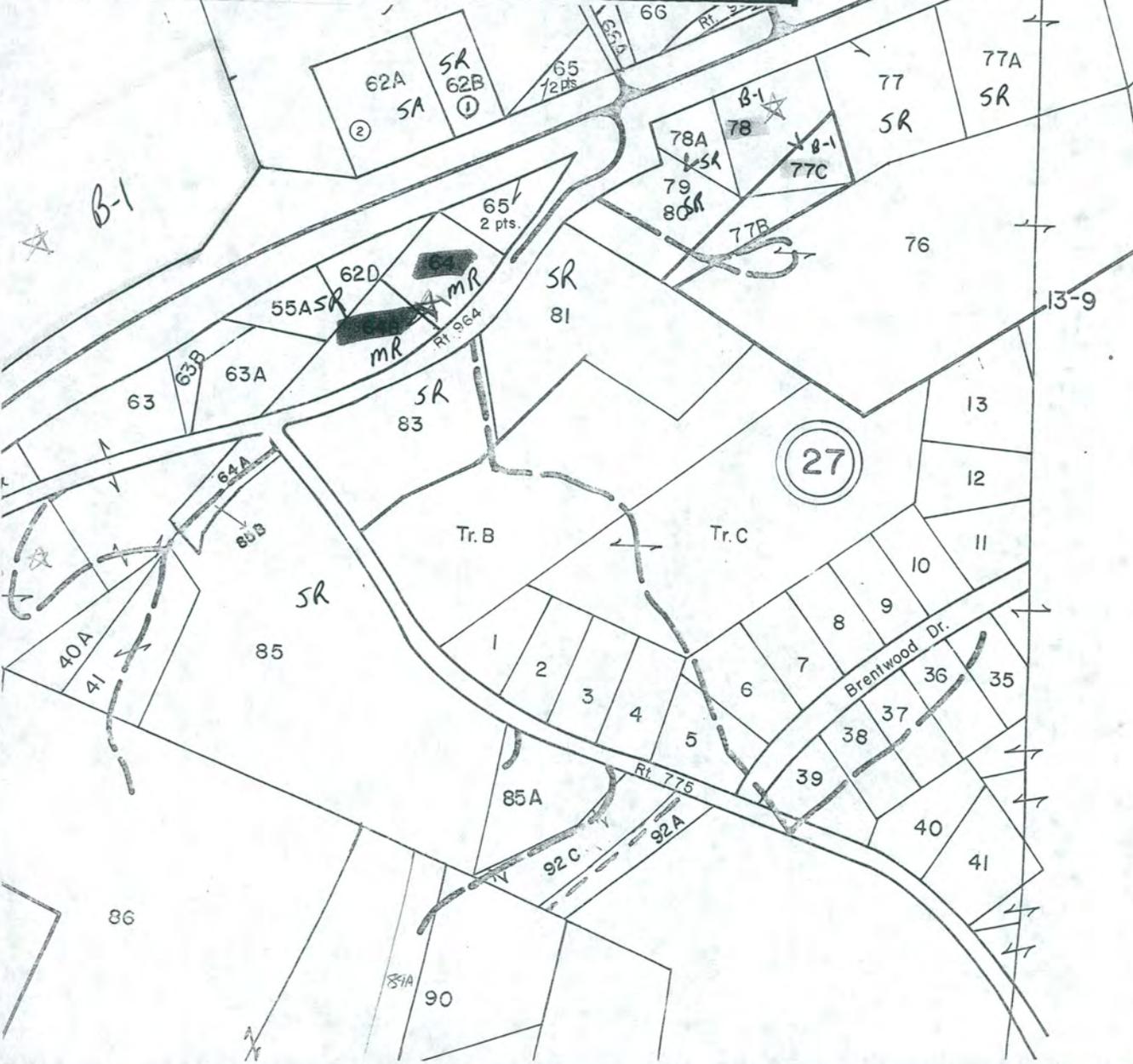
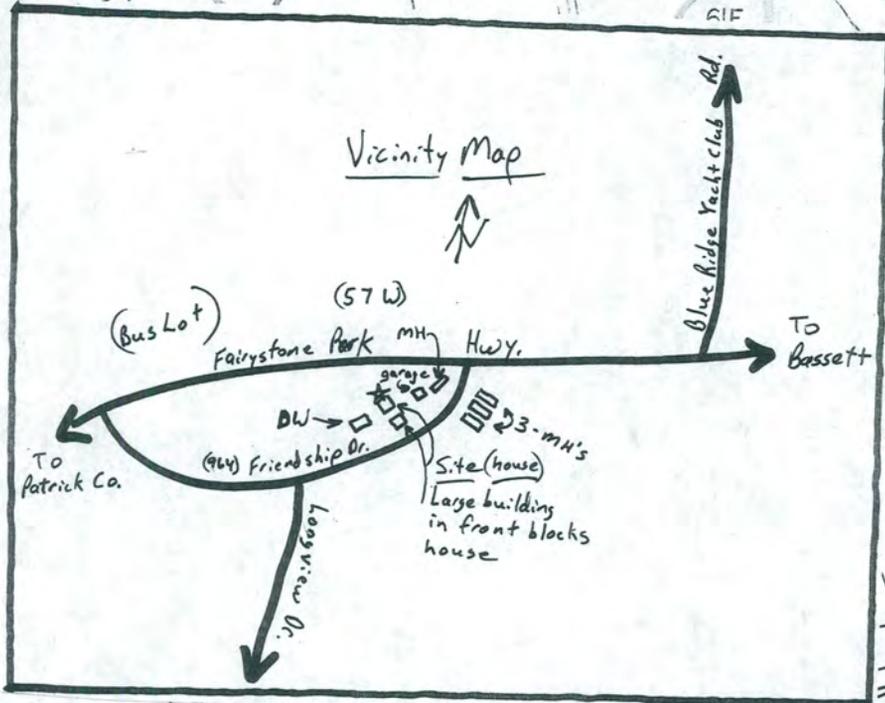


80108 2PG0151

60
60A
61

109
See 114

Vicinity Map





Henry County Board of Supervisors

Meeting Date July 28, 2020

Item Number 16

Issue

Public Hearing – Proposed Amendment FY '20-'21 School Budget and Total County Budget

Background

The School Board has received \$2,098,231.94 in Coronavirus Aid, Relief, and Economic Security (CARES) Act – Elementary and Secondary School funds. The School Board has indicated it will use the funds to support essential instructional/maintenance supplies and personnel costs over the next two years.

The Board of Supervisors must hold a public hearing in order to amend the FY '20-'21 budget and appropriate these funds. Whenever a budget is altered by more than 1% of the total budget, a public hearing is required. Following the public hearing, staff will ask the Board to approve an appropriation of \$2,098,231.94 to the schools. The public hearing has been appropriately advertised and scheduled for the 6:00 p.m. portion of the meeting.

Attachments

1. Memorandum from School Superintendent Sandy Strayer
2. Public Hearing Notice
3. Appropriation Sheet

Staff Recommendation

Staff recommends the Board hold the public hearing to receive input regarding the amendment of the FY '20-'21 School budget and Total County budget. Following the public hearing, staff recommends approval of the appropriation of \$2,098,231.94.

TO: Tim Hall, Administrator

FROM: Sandy Strayer, Superintendent

SUBJECT: Appropriation of CARES Act ESSER FUNDS for FY 21-FY22

DATE: July 9, 2020

The School Board requests that the Board of Supervisors approve the appropriation of \$2,098,231.94 awarded through the 2020-2021 Coronavirus Aid, Relief, and Economic Security (CARES) Act – Elementary and Secondary School Emergency (ESSER). The appropriation is for funds available to be used over a two-year period. CARES Act ESSER funds will be used to support essential instructional/maintenance supplies and personnel costs. We ask that the appropriation request be presented at the Board of Supervisors July 2020 meeting for consideration.

Thank you for your consideration of this matter.

SS/lar
Attachments



PUBLIC HEARING NOTICE
COUNTY OF HENRY, VA
PROPOSED AMENDMENT TO FY21 BUDGET

Notice is hereby given pursuant to Section 15.2-2507, Code of Virginia, that the Henry County Board of Supervisors will conduct a public hearing during its regular meeting on Tuesday, July 28, 2020 at 6:00 p.m. for the purpose of receiving comments on the proposed amendment to the Henry County and Henry County Public Schools FY20-21 Budget related to the coronavirus (COVID-19) response. Henry County Public Schools has received \$2,098,231.94 from the Coronavirus Aid, Relief, and Economy Security (CARES) Act – Elementary and Secondary Schools. The proposed budget amendment does not constitute an obligation on the part of the Board of Supervisors or the School Board to appropriate funds for any items or purpose. Citizens wishing to submit public comment on this amendment should email publichearing@co.henry.va.us or call 276-634-4699 no later than July 28, 2020 at noon. All comments received will be read during the public meeting on this date at 6:00 p.m. Comments will also be accepted during the meeting, but all attendees are expected to wear a face mask or covering and practice social distancing. For more information, contact the County Administrator's Office at 276-634-4601.

ADDITIONAL OR TRANSFER APPROPRIATIONS

FUND NAME SCHOOL FUND

DEPARTMENT GRANTS - CARES ACT FUNDS

YEAR ENDING June 30, 2021

COMPLETE ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT (WHOLE DOLLARS)
ADDITIONAL APPROPRIATION SECTION		
70 - 03 - 698 - 18 - 000 - 711000		
76981110 513210	PART-TIME TEACHERS	\$ 644,469
76981110 521000	EMPLOYER FICA	34,000
76981110 521100	EMPLOYER MEDI	6,663
76981110 526000	UNEMPLOYMENT INSURANCE	179,551
76981110 527000	WORKER'S COMP	3,000
76981110 530000	PURCHASED SERVICES	769,609
76981110 560130	EDUCATION & RECREATION	460,940
	Total Additional Appropriation	\$ 2,098,232

COMPLETE ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT (WHOLE DOLLARS)
REVENUE SOURCE OR ACCOUNT TRANSFERRED SECTION		
70 - 00 - 000 - 00 - 000 - 702407		
70702407 433698	CARES ACT FUND	2,098,232
	Total Revenue Source or Account Transferred	\$ 2,098,232

Difference (Should be Zero)	\$	0
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REASON FOR APPROPRIATION:
 APPROPRIATION FOR CARES ACT FUNDS

APPROVED BY:

 DEPARTMENT HEAD

 DATE

 CO ADMINISTRATOR

 DATE

THE ADDITIONAL APPROPRIATION (FROM REVENUE SOURCE OR CONTINGENCY) AND/OR TRANSFERS (EXCEEDING 20,000 OR CROSSING COST CENTERS) WAS APPROVED BY THE HENRY COUNTY BOARD OF SUPERVISORS AT THEIR MEETING ON:



Henry County Board of Supervisors

Meeting Date July 28, 2020

Item Number 17

Issue

Public Hearing – Proposed Changes to County Procurement Ordinance

Background

At the Board's June 23 meeting, County Administrator Tim Hall discussed the need to modify the County procurement ordinance to better align it with the Procurement Act of the Code of Virginia. Before the County ordinance can be changed, the Board must hold a public hearing on the topic. The public hearing has been properly advertised and is scheduled for this meeting.

Attachments

1. Proposed Changes to the Ordinance
2. Purchasing Thresholds
3. Public Hearing Notice

Staff Recommendation

Following the public hearing, staff recommends the adoption of the proposed changes to the County ordinance regarding procurement.

ARTICLE V. - CENTRAL PURCHASING

DIVISION 1. - GENERALLY

Sec. 2-500. - Department of Purchasing created; director.

There is hereby created a Department of Purchasing. The head of the department shall be the Director of Purchasing. The director shall be appointed by and subject to the direction of the County Administrator and shall give bond in such manner as prescribed by the Board.

(Ord. of 11-25-96)

State law reference— Code of Virginia, § 15.2-1543.

Sec. 2-501. - Duties.

In accordance with this article and the procedures established by the Board, the director shall purchase or contract for all supplies, materials, equipment and contractual services required by any department or agency of the County government including the school division; shall draw up, subject to the approval of the Board, and enforce standard specifications which shall apply to all supplies, materials and equipment purchased for the use of the County government; shall have charge of all central storerooms and shall transfer to or between County departments and agencies all sales, supplies, materials and equipment which are surplus, obsolete or unused.

The School Board shall establish suitable specifications and standards for all supplies, materials and equipment to be purchased for the school operations.

(Ord. of 11-25-96)

State law reference— Code of Virginia, § 15.2-1543.

Sec. 2-502. - Rules and regulations.

- A. Except as otherwise provided in this article, any and all supplies, materials, equipment or contractual services needed by one or more departments or agencies of the County government shall be directly purchased or contracted for by the director in accordance with rules and regulations adopted pursuant to this section.
- B. The director, subject to the approval of the Board, shall adopt, promulgate, and from time to time amend, rules and regulations for the following purposes:
 - 1. Prescribing the manner in which supplies, materials and equipment shall be purchased, delivered, stored and distributed;
 - 2. Prescribing the dates for making requisitions and estimates, the future period which they are to cover, the form in which they shall be submitted, the manner of their authentication, and their revision.
 - 3. Providing for the transfer to or between County departments and agencies of supplies, materials, and equipment which are surplus with one department or agency but which may be needed by another or others, and for the disposal by sale, after receipt of competitive bids, of supplies, materials and equipment which are obsolete and unusable;
 - 4. Prescribing the amount of deposit or bond to be submitted with a bid on a contract and the amount of deposit or bond to be given for the faithful performance of a contract;

5. Prescribing the manner in which claims for supplies, materials, equipment and contractual services delivered to any and all departments and agencies of the County shall be submitted, examined, approved and paid; and
6. Providing for such other matters as may be necessary to give effect to the foregoing rules and the provisions of this article.

State law reference— Code of Virginia, § 15.2-1235.

Sec. 2-503. - Purchases and sales to be based on competitive bids.

- A. All purchases of, and contracts for, supplies, materials, equipment and contractual services shall be in accordance with this article.
- B. All sales of such personal property which has become obsolete and unusable shall be based, wherever feasible, on competitive bids. If the amount of the sale is estimated to exceed five thousand dollars (\$5,000.00), sealed bids shall, unless the Board of Supervisors shall provide otherwise, be solicited by public notice inserted at least once in a newspaper of county-wide circulation and at least five (5) calendar days before the final date of submitting bids.

State law reference— Code of Virginia, § 15.2-1236.

Sec. 2-504. - Legal review of contracts; filing.

The director shall submit to the County Attorney a copy of all contracts for approval as to form. The County Attorney shall file a copy of each long-term contract with the Treasurer.

State law reference— Code of Virginia, § 15.2-1237.

Sec. 2-505. - Definitions.

The words defined in this section shall have the meanings set forth below throughout this article.

- A. *Competitive sealed bidding* is a method of contractor selection which includes the following elements:
 1. Issuance of a written invitation for bid obtaining or incorporating by reference the specifications and contractual terms and conditions applicable to the procurement. All bidders must meet prequalification standards, and the invitation for bid shall include a statement of any additional requisite qualifications of potential contractors. When it is impractical to prepare initially a purchase description to support an award based on prices, an invitation for bid may be issued requesting the submission of unpriced offers to be followed by an invitation for bid limited to those bidders whose offers have been qualified under the criteria set forth in the first solicitation.
 2. Public notice of the invitation for bid at least ten (10) days prior to the date set for receipt of bids by posting in a designated public area, publication in a newspaper of general circulation, or both. In addition, bids may be solicited directly from potential contractors. Any such additional solicitations shall include businesses selected from a list made available by the Department of Minority Business Enterprise.
 3. Public opening and announcement of all bids received.
 4. Evaluation of bids based upon the requirements set forth in the invitation, which may include special qualifications of potential contractors, life-cycle costing, value analysis, and any other criteria such as inspection, testing, quality, workmanship, delivery, and suitability for a

particular purpose, which are helpful in determining acceptability. Evaluation shall be made by the director and applicable department head except evaluation for purchase for the public schools shall be made by the director and Assistant Superintendent-Finance.

5. Award to the lowest responsive and responsible bidder. When the terms and conditions of multiple bids are so provided in the invitation for bid, awards may be made to more than one bidder. Awards shall be made by the County Administrator except in the case of contracts in excess of **one hundred thousand dollars (\$100,000)** which shall be awarded by the Board. The County Administrator may refer any contract to the Board for award. Informalities in bids may be waived and all bids or proposals may be cancelled or rejected.
 6. Competitive sealed bidding shall not be required for procurement of professional services.
- B. *Competitive negotiation* is a method of contractor selection which includes the following elements:
1. Issuance of a written request for proposal indicating in general terms that which is sought to be procured, specifying the factors which will be used in evaluating the proposal and containing or incorporating by reference the other applicable contractual terms and conditions, including any unique capabilities or qualifications which will be required of the contractor.
 2. Public notice of the request for proposal at least ten (10) days prior to the date set for receipt of proposals by posting in a public area normally used for posting of public notices and by publication in a newspaper of general circulation in the County. In addition, proposals may be solicited directly from potential contractors.
 3. Procurement of services.
 - (a) Professional services. The County shall engage in individual discussions with two (2) or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. Such offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. The request for proposal shall not, however, request that offerors furnish estimates of man-hours or cost for services. At the discussion stage, the County may discuss nonbinding estimates of total project cost, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors. At the conclusion of discussions outlined above, on the basis of evaluation factors published in the request for proposal and all information developed in the selection process to this point, the County shall select, in the order of preference, two (2) or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the County can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified and more suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.
 - (b) Other than professional services. Selection shall be made of two (2) or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the request for proposal, including price if so stated in the request for proposal. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal, and shall award the

contract to that offeror. Should it be determined in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

- C. *Construction* means building, altering, repairing, improving or demolishing any structure, building or highway, and any draining, dredging, excavation, grading or similar work upon real property.
- D. *Construction management contract* means a contract in which a party is retained by the owner to coordinate and administer contracts for construction services for the benefit of the owner, and may also include, if provided in the contract, the furnishing of construction services to the owner.
- E. *County* means the County of Henry and all agencies covered by this article including Henry County Public Schools and may include agents duly designated by the Board of Supervisors with responsibility of administering this article.
- F. *Design-build contract* means a contract between a public body and another party in which the party contracting with the public body agrees to both design and build the structure, roadway or other item specified in the contract.
- G. *Goods* means all material, equipment, supplies, printing, and automated data processing hardware and software.
- H. *Informality* means a minor defect or variation of a bid or proposal from the exact requirements of the invitation for bid or request for proposal which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.
- H.1. *Multiphase professional services contract* means a contract for the providing of professional services where the total scope of work of the second or subsequent phase of the contract cannot be specified without the results of the first or prior phase of the contract.
- I. *Nonprofessional services* means any services not specifically identified as professional services in the definition of professional services.
- J. *Potential bidder or offeror* means a person who, at the time a public body negotiates and awards or proposes to award a contract, is engaged in the sale or lease of goods, or the sale of services, insurance or construction, of the type to be procured under such contract, and who at such time is eligible and qualified in all respects to perform that contract, and who would have been eligible and qualified to submit a bid or proposal had the contract been procured through competitive sealed bidding or competitive negotiation.
- K. *Professional services* means work performed by an independent contractor within the scope of the practice of accounting, architecture, land surveying, landscape architecture, law, medicine, optometry, professional engineering, or pharmacy.
- L. *Responsible bidder or offeror* means a person who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance, and who has been prequalified, if required.
- M. *Responsive bidder* means a person who has submitted a bid which conforms in all material respects to the invitation for bid.
- N. *Services* means any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.
- O. *Sheltered workshop* means a work-oriented rehabilitative facility with a controlled working environment and individual goals which utilizes work experience and related services for assisting the handicapped person to progress toward normal living and a productive vocational status.

(Ord. of 4-24-95)

State law reference— Code of Virginia, § 2.2-4301, 2.2-4302.1 and 2.2-4302.2.

Sec. 2-506. - Compliance with conditions on federal grants or contracts.

Where a procurement transaction involves the expenditure of federal assistance or contract funds, the receipt of which is conditioned upon compliance with mandatory requirements in federal laws or regulations not in conformity with the provisions of this article, such compliance with such federal requirements shall be permitted, notwithstanding the provisions of this article, upon resolution of the Board that acceptance of the grant or contract funds under the applicable conditions is in the public interest. Such determination shall state the specific provision of this article in conflict with the conditions of the grant or contract.

State law reference— Code of Virginia, § 2.2-4343.B.

Sec. 2-507. - Cooperative procurement.

The County may participate in, sponsor, conduct or administer a cooperative procurement agreement with one or more other public bodies, [or] agencies of the United States, for the purpose of combining requirements to increase efficiency or reduce administrative expenses. The County, when entering into such cooperative procurement with a county, city or town whose governing body has adopted alternative policies and procedures, may comply with said alternative policies and procedures.

In addition, the County may purchase from another public body's contract or from the contract of the Metropolitan Washington Council of Governments or the Virginia Sheriff's Association even if it did not participate in the request for proposal or invitation to bid, if the request for proposal or invitation to bid specified that the procurement was a cooperative procurement being conducted on behalf of other public bodies, except for:

1. Contracts for architectural or engineering services; or
2. Construction. This subdivision shall not be construed to prohibit sole source or emergency procurements awarded pursuant to subsections E and F § 2.2-4303.

Subdivision 2 shall not apply to (i) the installation of artificial turf and track surfaces, (ii) stream restoration or (iii) stormwater management practices, including all associated and necessary construction and maintenance.

State law reference— Code of Virginia, § 2.2-4304.

Sec. 2-508. - Methods of procurement.

- A. All public contracts with nongovernmental contractors for the purchase or lease of goods, or for the purchase of services, insurance, or construction, shall be awarded after competitive sealed bidding or competitive negotiation as provided in this section, unless otherwise authorized by law.

Unless canceled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted, except that if the bid from the lowest responsible bidder exceeds available funds, the County may negotiate with the apparent low bidder to obtain a contract price within available funds; however, such negotiation may be undertaken only under conditions and procedures described in writing and approved by the public body prior to issuance of the invitation to bid and summarized therein.

- B. Professional services shall be procured by competitive negotiation.
- C. Upon determination made in advance by the County and set forth in writing that competitive sealed bidding is either not practicable or not fiscally advantageous to the public, such writing documenting the basis for this determination:
1. Goods, services, or insurance may be procured by competitive negotiation.
 2. Insurance may be procured through a licensed agent or broker selected in the manner provided for the procurement of things other than professional services under "competitive negotiation" in section 2-505

- D. Construction may be procured only by competitive sealed bidding, except that competitive negotiation may be used in the following instances:
1. By any public body on a fixed price design-build basis or construction management basis as provided in Chapter 43.1 (§ 2.2-4378 et seq.); or
 2. By any public body for the construction of highways and any draining, dredging, excavation, grading or similar work upon real property upon a determination made in advance by the public body and set forth in writing that competitive sealed bidding is either not practicable or not fiscally advantageous to the public, which writing shall document the basis for this determination.
- E. Upon a determination in writing that there is only one source practicably available for that which is to be procured, a contract may be negotiated and awarded to that source without competitive sealed bidding or competitive negotiation. The writing shall document the basis for this determination. The County shall issue a written notice stating that only one source was determined to be practicably available and identifying that which is being procured, the contractor selected, and the date on which the contract was or will be awarded. This notice shall be posted in a designated public area or published in a newspaper of general circulation on the day the County awards or announces its decision to award the contract, whichever occurs first.
- F. In case of emergency, a contract may be awarded without competitive bidding or competitive negotiation; however, such procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the election of the particular contractor shall be included in the contract file. The County shall issue a written notice stating that the contract is being awarded on an emergency basis and identifying that which is being procured, the contract selected, and the date on which the contract was or will be awarded. This notice shall be posted in a designated public area or published in a newspaper of general circulation on the day the County awards or announces its decision to award the contract, whichever occurs first, as soon thereafter as is practicable.
- G. The Board may establish written purchase procedures, not requiring competitive sealed bids or competitive negotiations for single or term contracts for:
1. Goods and services other than professional services and non-transportation-related construction, if the aggregate or the sum of all phases is not expected to exceed \$200,000; and
 2. Transportation-related construction, if the aggregate or sum of all phases is not expected to exceed \$25,000.
- However, such small purchase procedures shall provide for competition wherever practical.
- Such purchase procedures may allow for single or term contracts for professional services without requiring competitive negotiation, provided the aggregate or the sum of all phases is not expected to exceed \$80,000.
- H. Upon determination made in advance by the Board and set forth in writing that the purchase of goods, products or commodities from a public auction sale is in the best interest of the public, such items may be purchased at the auction, including online public auctions. The writing shall document the basis for this determination.
- I. The School Board may authorize any of its public schools or its school division to enter into contracts providing that caps and gowns, photographs, class rings, yearbooks and graduation announcements will be available for purchase or rental by students, parents, faculty or other persons using nonpublic money through the use of competitive negotiations as provided in this chapter, competitive sealed bidding not necessarily being required for such contracts. The Superintendent of Public Instruction may provide assistance to public school systems regarding this chapter and other related laws.

(Ord. of 4-24-95)

State law reference— Code of Virginia, § 2.2-4303 and 2.2-4346.

Sec. 2-509. - Competitive bidding on state-aid projects.

No contract for the construction of any building or for an addition to or improvement of an existing building by the County for which state funds of **fifty thousand dollars (\$50,000.00) or more**, either by appropriation, grant-in-aid or loan, are used or are to be used for all or part of the cost of construction shall be let except after competitive sealed bidding or after competitive negotiation as provided under this article. The procedure for the advertising for bids or for proposals and for letting of the contract shall conform, mutatis mutandis, to this article. A person or firm who has been engaged as architect or engineer for the same project under a separate contract shall not be eligible to bid on or submit a proposal for any such contract or to have the contract awarded to him.

State law reference— Code of Virginia, § 2.2-4305.

Sec. 2-509.1. - Contract pricing arrangements.

- A. Except as prohibited herein, public contracts may be awarded on a fixed price or cost reimbursement basis, or on any other basis that is not prohibited.
- B. Except in case of emergency affecting the public health, safety or welfare, no public contract shall be awarded on the basis of cost plus a percentage of cost. A policy or contract of insurance or prepaid coverage having a premium computed on the basis of claims paid or incurred, plus the insurance carrier's administrative costs and retention stated in whole or part as a percentage of such claims, shall not be prohibited by this section.

(Ord. of 4-24-95)

State law reference— Code of Virginia, § 2.2-4331.

Sec. 2-510. - Discrimination prohibited.

In the solicitation or awarding of contracts, no agent shall discriminate because of the race, religion, color, sex, or national origin of the bidder or offeror. Whenever solicitations are made, there shall be included businesses selected from a list made available by the Department of Minority Business Enterprise.

State law reference— Code of Virginia, § 2.2-4310.A.

Sec. 2-511. - Exceptions to requirement for competitive procurement.

- A. The County may enter into contracts without competition for the purchase of the following goods or services:
 - 1. Those which are performed or produced by persons or in schools or workshops under the supervision of the Virginia Department for the **Blind and Vision Impaired**;
 - 2. Those which are performed or produced by nonprofit sheltered workshops or other nonprofit organizations which offer transitional or supported employment services serving individuals with disabilities.
- B. The County may enter into contracts without competition for the following:
 - 1. Legal services, provided that the pertinent provisions of Chapter **5 (§ 2.2-500 et seq.)** 2.1, Code of Virginia, remain applicable;
 - 2. Expert witnesses and other services associated with litigation or regulatory proceedings.
- C. The County may extend the term of an existing contract for services to allow completion of any work undertaken but not completed during the original term of the contract.
- D. The County may enter into contracts without competitive sealed bidding or competitive negotiation for insurance **or electric utility services** if purchased through an association of which it is a member if the

association was formed and is maintained for the purpose of promoting the interest and welfare of and developing close relationships with similar public bodies, provided such association has procured the insurance or electric utility services by use of competitive principles and provided that the County has made a determination in advance after reasonable notice to the public and set forth in writing that competitive sealed bidding and competitive negotiation are not fiscally advantageous to the public. The writing shall document the basis for this determination.

State law reference— Code of Virginia, § 2.2-4309, 2.2-4344 and 2.2-4345.

Sec. 2-512. - Prequalification.

Prospective contractors may be prequalified for particular types of supplies, services, insurance or construction, and consideration of bids or proposals limited to prequalified contractors. Any prequalification procedure shall be established in writing and sufficiently in advance of its implementation to allow potential contractors a fair opportunity to complete the process.

State law reference— Code of Virginia, § 2.2-4317.

Sec. 2-513. - Debarment.

Prospective contractors may be debarred from contracting for particular types of supplies, services, insurance or construction, for specified periods of time. The debarment procedure shall be established in writing by the Board of Supervisors. Any debarment procedure may provide for debarment on the basis of a contractor's unsatisfactory performance for a public body.

State law reference— Code of Virginia, § 2.2-4321.

Sec. 2-514. - Preference for Virginia products and firms.

- A. In the case of a tie bid, preference shall be given to goods, services and construction produced in Virginia or provided by Virginia persons, firms or corporations, if such a choice is available; otherwise the tie shall be decided by lot.
- B. Whenever any bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a preference, a like preference may be allowed to the lowest responsible bidder who is a resident of Virginia.
- C. In the event of a tie bid, preference may be given to goods, services and construction produced in the County as provided by persons, firms and corporations having principal places of business in the County.

(Ord. of 4-24-95)

State law reference— Code of Virginia, § 2.2-4324.

Sec. 2-515. - Use of brand names.

Unless otherwise provided in the invitation for bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

State law reference— Code of Virginia, § 2.2-4315.

Sec. 2-516. - Employment discrimination by contractor prohibited.

Every contract of over ten thousand dollars (\$10,000.00) shall include the following provisions:

- A. During the performance of this contract, the contractor agrees as follows:
 - 1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- B. The contractor will include the provisions of the foregoing paragraphs 1, 2 and 3 in every subcontract or purchase order of over ten thousand dollars (\$10,000.00) so that the provisions will be binding upon such subcontractor or vendor.

State law reference— Code of Virginia, § 2.2-4311.

Sec. 2-517. - Withdrawal of bid due to error.

- A. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his bid from consideration if the bid price was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder shall give notice in writing of his claim of right to withdraw his bid within two (2) business days after the conclusion of the bid opening procedure, and shall submit original work papers with such notice. This procedure for withdrawal of a bid shall be included in the advertisement for bids.
- B. The County may allow for the withdrawal of bids for other than construction contracts.
- C. No bid may be withdrawn under this section when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five (5) percent.
- D. If a bid is withdrawn under the authority of this section, the lowest remaining bid shall be deemed to be the low bid.
- E. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
- F. If the County denies the withdrawal of a bid under the provisions of this section, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.

(Ord. of 4-24-95)

State law reference— Code of Virginia, § 2.2-4330.

Sec. 2-518. - Modification of the contract.

- A. A public contract may include provisions for modification of the contract during performance, but no fixed-price contract may be increased by more than twenty-five percent of the amount of the contract or \$50,000.00, whichever is greater, without the advance written approval of the Governor or his designee, in the case of state agencies, or the governing body, in the case of political subdivisions. In no event may the amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of an offeror from the consequences of an error in its bid or offer.
- B. Any public body may extend the term of an existing contract for services to allow completion of any work undertaken but not completed during the original term of the contract.
- C. Nothing in this section shall prevent any public body from placing greater restrictions on contract modifications.

State law reference— Code of Virginia, § 2.2-4309.

Sec. 2-519. - Retainage on construction contracts.

- A. In any public contract for construction which provides for progress payments in installments based upon an estimated percentage of completion, the contractor shall be paid at least ninety-five (95) percent of the earned sum when payment is due, with not more than five (5) percent being retained to assure faithful performance of the contract. All amounts withheld may be included in the final payment. The contractor may elect to use escrow account pursuant to section 11-56.1, Code of Virginia.
- B. Any subcontract for a public project which provides for similar progress payments shall be subject to the same limitations.

(Ord. of 4-24-95)

State law reference— Code of Virginia, § 2.2-4333.

Sec. 2-520. - Bid bonds.

- A. Except in cases of emergency, all bids or proposals for construction contracts in excess of one hundred thousand dollars (\$100,000.00) shall be accompanied by a bid bond from a surety company selected by the bidder which is legally authorized to do business in Virginia, as a guarantee that if the contract is awarded to such bidder, that bidder will enter into the contract for the work mentioned in the bid. The amount of the bid bond shall not exceed five (5) percent of the amount bid.
- B. No forfeiture under a bid bond shall exceed the lesser of the difference between the bid for which the bond was written and the next low bid; or the face amount of the bid bond.
- C. Nothing in this section shall preclude requiring bid bonds to accompany bids or proposals for construction contracts anticipated to be less than one hundred thousand dollars (\$100,000.00).

State law reference— Code of Virginia, § 2.2-4336.

Sec. 2-521. - Performance and payment bonds.

- A. Upon the award of any public construction contract exceeding one hundred thousand dollars (\$100,000.00) to any prime contractor, such contractor shall furnish to the public body the following bonds:

1. A performance bond in the sum of the contract amount conditioned upon the faithful performance of the contract in strict conformity with the plans, specifications and conditions of the contract.
 2. A payment bond in the sum of the contract amount. Such bond shall be for the protection of claimants who have and fulfill contracts to supply labor or materials to the prime contractor to whom the contract was awarded, or to any subcontractors, in the prosecution of the work provided for in such contract, and shall be conditioned upon the prompt payment for all such material furnished or labor supplied or performed in the prosecution of the work. "Labor or materials" shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site.
- B. Each of such bonds shall be executed by one or more surety companies selected by the contractor which are legally authorized to do business in Virginia.
 - C. Bonds required for the contracts of other public bodies shall be payable to the County of Henry.
 - D. Each of the bonds shall be filed with the director.
 - E. Nothing in this section shall preclude the County from requiring payment or performance bonds for construction contracts below one hundred thousand dollars (\$100,000.00).
 - F. Nothing in this section shall preclude such contractor from requiring each subcontractor to furnish a payment bond with surety thereon in the sum of the full amount of contract with such subcontractor conditioned upon the payment to all persons who have and fulfill contracts which are directly with the subcontractor for performing labor and furnishing materials in the prosecution of the work provided for in the subcontract.

State law reference— Code of Virginia, § 2.2-4337.

Sec. 2-522. - Action on performance bond.

Any action against the surety on a performance bond shall be brought within one year after completion of the contract, including the expiration of all warranties and guarantees, or discovery of the defect or breach of warranty, if the action be for such, in all other cases.

State law reference— Code of Virginia, § 2.2-4340.

Sec. 2-523. - Actions on payment bonds.

- A. Subject to the provisions of paragraph B below, any claimant who has performed labor or furnished material in accordance with the contract documents in the prosecution of the work provided in any contract for which a payment bond has been given, and who has not been paid in full therefor before the expiration of ninety (90) days after the day on which such claimant performed the last of such labor or furnished the last such materials for which he claims payment, may bring an action on such payment bond to recover any amount due him for such labor or material, and may prosecute such action to final judgment and have execution on the judgment. The obligee named in the bond need not be named a party to such action.
- B. Any claimant who has a direct contractual relationship with any subcontractor from whom the contractor has not required a subcontractor payment bond but who has no contractual relationship expressed or implied, with such contractor, may bring an action on the contractor's payment bond only if he has given written notice to such contractor within one hundred eighty (180) days from the date on which the claimant performed the last of the labor or furnished the last of the materials for which he claims payment, stating with substantial accuracy the amount claimed and the name of the person for whom the work was performed or to whom the material was furnished. Any claimant who had a direct contractual relationship with a subcontractor from whom the contractor has required a subcontractor payment bond but who has no contractual relationship, expressed or implied, with such contractor,

may bring an action on the subcontractor's payment bond. Notice to the contractor shall be served by registered or certified mail, postage prepaid, in an envelope addressed to such contractor at any place where his office is regularly maintained for the transaction of business. Claims for sums withheld as retainages with respect to labor performed or materials furnished shall not be subject to the time limitations stated in this paragraph.

- C. Any action on a payment bond must be brought within one year after the day on which the person bringing such action last performed labor or last furnished or supplied materials.

State law reference— Code of Virginia, § 2.2-4341.

Sec. 2-524. - Alternative forms of security.

- A. In lieu of a bid, payment, or performance bond, a bidder may furnish a certified check or cash escrow in the face amount required for the bond.
- B. If approved by the County Attorney, a bidder may furnish a personal bond, property bond, or bank or savings and loan association's letter of credit on certain designated funds in the face amount required for the bid payment or performance bond. Approval shall be granted only upon a determination that the alternative form of security proffered affords protection equivalent to a corporate surety's bond.

State law reference— Code of Virginia, § 2.2-4338.

Sec. 2-525. - Bonds on other than construction contracts.

The County may require bid, payment, or performance bonds for contracts for goods or services if provided in the invitation for bid or request for proposal.

State law reference— Code of Virginia, § 2.2-4339.

DIVISION 2. - REMEDIES

Sec. 2-526. - Ineligibility.

- A. Any bidder, offeror or contractor refused permission to, or disqualified from participating in any contracts shall be notified in writing. Such notice shall state the reasons for the action taken. This decision shall be final unless the bidder, offeror, or contractor appeals within thirty (30) days of receipt. Such appeal shall be filed with the Board through the County Administrator.
- B. Any appeal denied by the Board may be appealed to the Henry County Circuit Court, and upon appeal, if it is determined that the action taken by the Board was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the court may restore the eligibility of appellant.

State law reference— Code of Virginia, § 2.2-4357.

Sec. 2-527. - Determination of nonresponsibility.

- A. Any bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder for a particular contract shall be notified in writing. Such notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision in writing within ten (10) days to the Board.

- B. If, upon appeal, it is determined that the decision was arbitrary or capricious, and the award of the contract in question has been made, sole relief shall be a finding that the bidder is a responsible bidder for the contract in question.

State law reference— Code of Virginia, § 2.2-4359.

Sec. 2-528. - Protest of award or decision of award.

- A. Any bidder or offeror who desires to protest the award or decision to award a contract shall submit such protest to the Board not later than ten (10) days after the award or announcement of the decision to award, whichever occurs first. No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror. The written protest shall include the basis for the protest and the relief sought. The Board shall make its decision at its next meeting and such decision shall be final.
- B. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. When the award has been made but performance has not begun, the performance of the contract may be enjoined. Where the award has been made and performance has begun, the Board may declare the contract void upon a finding that this action is in the best interest of the public. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.

State law reference— Code of Virginia, § 2.2-4360.

Sec. 2-529. - Effect of appeal upon contract.

Pending final determination of a protest or appeal the validity of a contract awarded and accepted shall not be effected by the fact that a protest or appeal has been filed.

State law reference— Code of Virginia, § 2.2-4361.

DIVISION 3. - ETHICS IN PUBLIC CONTRACTING

Sec. 2-530. - Purpose.

The provisions of this section supplement, but do not supersede, other provisions of law including, but not limited to, the Comprehensive Conflict of Interests Act (section 2.1-599 et seq., Code of Virginia), and the Virginia Governmental Frauds Act (section 18.2-498.1 et seq., section 18.2-438 et seq. and section 18.2-446 et seq., Code of Virginia). The provisions of this section apply notwithstanding the fact that the conduct described may not constitute a violation of the Comprehensive Conflict of Interests Act.

State law reference— Code of Virginia, § 2.2-4367.

Sec. 2-531. - Definitions.

The words defined in this section shall have the meanings set forth below throughout this section.

- A. *Immediate family* means a spouse, children, parents, brothers and sisters, and any other person living in the same household as the employee.
- B. *Official responsibility* means administrative or operating authority, whether intermediate or final, to initiate, approve, disapprove or otherwise affect a procurement transaction, or any claim resulting therefrom.
- C. *Pecuniary interest arising from the procurement* means a personal interest in a contract as defined in the State and Local Government Conflict of Interests Act.

- D. *Procurement transaction* means all functions that pertain to the obtaining of any goods, services or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.
- E. *Public employee* means any person employed by the County, including elected officials or appointed members of Board of Supervisors.

State law reference— Code of Virginia, § 2.2-4368.

Sec. 2-532. - Proscribed participation by public employees in procurement transactions.

Except as may be specifically allowed by provisions of the State and Local Government Conflict of Interests Act (section 2.1-639.1 et seq., Code of Virginia), no public employee having official responsibility for a procurement transaction shall participate in that transaction on behalf of the public body when the employee knows that:

- A. The employee is contemporaneously employed by a bidder, offeror or contractor involved in the procurement transaction; or
- B. The employee, the employee's partner, or any member of the employee's immediate family holds a position with a bidder, offeror or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five (5) percent; or
- C. The employee, the employee's partner, or any member of the employee's immediate family has a pecuniary interest arising from the procurement transaction; or
- D. The employee, the employee's partner, or any member of the employee's immediate family is negotiating or has an arrangement concerning, prospective employment with a bidder, offeror or contractor.

State law reference— Code of Virginia, § 2.2-4369.

Sec. 2-533. - Solicitation or acceptance of gifts.

No public employee having official responsibility for a procurement transaction shall solicit, demand, accept, or agree to accept from a bidder, offeror, contractor or subcontractor any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value is exchanged. The County may recover the value of anything conveyed in violation of this section.

State law reference— Code of Virginia, § 2.2-4371.A.

Sec. 2-534. - Disclosure of subsequent employment.

No public employee or former public employee having official responsibility for procurement transactions shall accept employment with any bidder, offeror or contractor with whom the employee or former employee dealt in an official capacity concerning procurement transactions for a period of one year from the cessation of employment by the County unless the employee or former employee provides written notification to the County, or an official designated by the County, or both, prior to commencement of employment by that bidder, offeror or contractor.

State law reference— Code of Virginia, § 2.2-4370.

Sec. 2-535. - Gifts by bidders, offerors, contractors or subcontractors.

No bidder, offeror, contractor or subcontractor shall confer upon any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

State law reference— Code of Virginia, § 2.2-4371.B.

Sec. 2-536. - Kickbacks.

- A. No contractor or subcontractor shall demand or receive from any of his suppliers or his subcontractors, as an inducement for the award of a subcontract or order, any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.
- B. No subcontractor or supplier shall make, or offer to make, kickbacks as described in this section.
- C. No person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.
- D. If a subcontractor or supplier makes a kickback or other prohibited payment as described in this section, the amount thereof shall be conclusively presumed to have been included in the price of the subcontract or order and ultimately borne by the County and will be recoverable from both the maker and recipient. Recovery from one offending party shall not preclude recovery from other offending parties.

State law reference— Code of Virginia, § 2.2-4372.

Sec. 2-537. - Purchase of building materials, etc., from architect or engineer prohibited.

Except in cases of emergency, no building materials, supplies or equipment for any building or structure constructed by or for the County shall be sold by or purchased from any person employed as an independent contractor by the County to furnish architectural or engineering services, but not construction, for such building or structure, or from any partnership, association or corporation in which such architect or engineer has a pecuniary interest.

State law reference— Code of Virginia, § 2.2-4374.

Sec. 2-538. - Penalty for violation.

Willful violation of any provision of sections 2-530 through 2-537 of this article shall constitute a Class 1 misdemeanor. Upon conviction, any public employee, in addition to any other fine or penalty provided by law, shall forfeit his employment.

State law reference— Code of Virginia, § 2.2-4377.

Secs. 2-539—2-599. - Reserved.

OVERVIEW OF DOLLAR AMOUNT THRESHOLDS CURRENT & PROPOSED FOR HENRY CO. (AS OF JULY 2020)

<u>TYPES OF PURCHASES</u>	<u>CURRENT</u>	<u>PROPOSED</u>
1.) FIELD PROCUREMENTS-	FROM \$0 - \$1,000	FROM \$0 - \$2,000
2.) PURCHASE ORDERS-	EXCEEDING \$1,000	EXCEEDING \$2,000
3.) <u>SMALL PURCHASE PROCEDURES</u>		
QUOTES- VERBAL	\$3,000 - \$10,000 (3 QUOTES)	\$3,000 - \$20,000 (3 QUOTES)
QUOTES- WRITTEN	EXCEEDING \$10,000 & UP TO \$20,000 ALL GOODS, PROFESSIONAL & NONPROFESSIONAL SERVICES AND CONSTRUCTION (3 QUOTES)	EXCEEDING \$10,000 & UP TO \$25,000 TRANSPORTATION RELATED CONSTRUCTION (3 QUOTES)
		EXCEEDING \$20,000 & UP TO \$80,000 PROFESSIONAL SERVICES (3 QUOTES)
		EXCEEDING \$20,000 & UP TO \$200,000 GOODS, NONPROFESSIONAL SERV. & NON-TRANSPORTATION RELATED CONSTRUCTION (3 QUOTES)
4.) BIDS/RFP'S-	EXCEEDING \$20,000 ALL GOODS, PROFESSIONAL & NONPROFESSIONAL SERVICES AND CONSTRUCTION (BID/RFP)	EXCEEDING \$25,000 TRANSPORTATION RELATED CONSTRUCTION (BID/RFP)
		EXCEEDING \$80,000 PROFESSIONAL SERVICES (BID/RFP)
		EXCEEDING \$200,000 GOODS & NONPROFESSIONAL SERV.& NON-TRANSPORTATION RELATED CONSTRUCTION (BID/RFP)
5.) CONTRACT APPROVAL- CO ADMINISTRATOR	UP TO \$20,000	UP TO \$100,000
BOARD APPROVAL	EXCEEDING \$20,000	EXCEEDING \$100,000

*CONSTRUCTION STATE AIDED WITH FUNDS OVER \$50,000 REQUIRES A COMPETITIVE BID OR RFP PER VA PUBLIC PROCUREMENT ACT 2.2-4305. WHEN GRANTS ARE INVOLVED, WE MAY NEED TO DO BIDS OR RFP'S BELOW STATE DOLLAR THRESHOLD AMOUNTS, IN ORDER TO MEET GRANT REQUIREMENTS.

NOTE- THE VA PUBLIC PROCUREMENT ACT § 2.2-4303 (G) PERMITS A PUBLIC BODY TO ESTABLISH SMALL PURCHASE PROCEDURES, IF ADOPTED IN WRITING, NOT REQUIRING THE USE OF COMPETITIVE SEALED BIDDING OR COMPETITIVE NEGOTIATION FOR SINGLE OR TERM CONTRACTS IF THE AGGREGATE OR SUM OF ALL PHASES IS NOT EXPECTED TO EXCEED \$80,000 FOR PROFESSIONAL SERVICES, \$200,000 FOR GOODS, NONPROFESSIONAL SERVICES AND NON-TRANSPORTATION-RELATED CONSTRUCTION AND \$25,000 FOR TRANSPORTATION-RELATED CONSTRUCTION, HOWEVER, SUCH SMALL PURCHASE PROCEDURES SHALL PROVIDE FOR COMPETITION WHEREVER PRACTICABLE.



PUBLIC HEARING NOTICE

The Henry County Board of Supervisors will hold a public hearing on Tuesday, July 28, 2020 at 6:00 p.m., or as soon thereafter as can be heard, in the Summerlin Meeting Room on the first floor of the Henry County Administration Building on Kings Mountain Road in Collinsville, Virginia.

The purpose of the public hearing is to receive citizen input on a proposed amendment to the Henry County Code of Ordinances regarding changes to Henry County's purchasing procedures to make bidding and RFP process mirror the State's procurement guidelines

A copy of the full text of the ordinance may be viewed in the County Administrator's Office in the Henry County Administration Building, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

Tim Hall
County Administrator



Henry County Board of Supervisors

Meeting Date July 28, 2020

Item Number 18

Issue

Matters Presented by the Public

Background

No one has contacted the County Administrator's Office and requested time on the Board's 6:00 p.m. agenda.

Attachments

None

Staff Recommendation

None



Henry County
Board of Supervisors

Meeting Date July 28, 2020

Item Number 19

Issue

Presentation Regarding Impacts on Henry County of a Possible City of Martinsville Reversion

Background

The City of Martinsville has declared its intent to pursue reversion to town status. If reversion occurs, it will have a negative financial impact on Henry County and its citizens. With that in mind, the Board of Supervisors hired the law firm of Guynn, Waddell, Carroll & Lockaby, P.C. of Salem, VA to provide counsel for this process. Members of the firm will present their initial report at the 6 p.m. meeting.

Attachments

None

Staff Recommendation

None