Henry County Board of Supervisors

Meeting Agenda
August 25, 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
      - July 28, 2020
   B) Approval of Accounts Payable

6) Monthly Report on Delinquent Tax Collection Efforts

7) Monthly Update from the Martinsville-Henry County Economic Development Corporation

8) Financial Matters
   A) Award of Contract re: Ambulance – Public Safety
   B) Consideration of Performance Agreements With Drake Extrusion and Applied Felts/Ferratex Solutions

9) Informational Items
   A) Comments from the Board

10) Closed Meeting
   A) §2.2-3711(A)1 for Discussion of Appointees to the Southern Virginia Recreation Facilities Authority
   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. 11) General Highway Matters

12) Public Hearing – Proposed Amendment to the FY '20-'21 Total County Budget

13) Public Hearing – Change to Local Ordinance re: Courthouse Security Fees

14) Matters by the Public

15) Adjournment

HENRY COUNTY BOARD OF SUPERVISORS
MINUTES

July 28, 2020 – 3:00 p.m.

The Henry County Board of Supervisors held its regular meeting on July 28, 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; Richard Stanfield, Deputy Director of Finance; Michelle Via, Director of Human Resources/Public Information Officer; and Jennifer Gregory, Administrative Assistant.

Sheriff Lane Perry, Lt. Col. Steve Eanes, Major Eric Hairston, Captain Scott Barker, Lt. Brian Lawson, Deputy Nicole Dunn, and Deputy Jeff Jones of the Sheriff's Office were present. Also present were Kim Meeks of the Martinsville Bulletin, Charles Roark of Star News, Luis Romero of BTW21, and Brandon Martin of Henry County Enterprise.

INVOCATION AND PLEDGE OF ALLEGIANCE:

Mr. Slaughter gave the invocation, and Ms. Buchanan 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.

ITEMS OF CONSENT:

Confirmation of Minutes of Meetings

Copy included in Board's File.

- June 23, 2020

Approval of Accounts Payable

Copy included in Board's File.

Resolution

Consideration of Resolution Honoring the 70th Anniversary of the Ridgeway Ruritan Club

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 92.61% of 2019 personal property taxes and 94.18% of 2019 real estate taxes had been collected. Since January 1, 2020, TACS has collected approximately $444,255.63. There were eighteen VRW stops collected in June 2020 and seven stops collected in July 2020.

MONTHLY UPDATE FROM THE MARTINSVILLE-HENRY COUNTY ECONOMIC DEVELOPMENT CORPORATION

Mr. Mark Heath, President/CEO of the Martinsville-Henry County Economic Development Corporation, was present to make the monthly update to the Board. Mr. Heath reviewed a summary of activities by division (Copy included in Board's File).

ADDITIONAL APPROPRIATION RE: CARRYOVER OF EMERGENCY FUNDS – DEPARTMENT OF SOCIAL SERVICES

Mr. Hall said 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 $17,053.29 to the FY'21 budget. The funds are usually exhausted before the end of the year. Still, 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 the disconnecting of services.

On a motion by Mr. Bryant and seconded by Mr. Zehr, the Board unanimously approved the carryover in the amount of $17,053.29.

AWARD OF CONTRACT RE: LANDSCAPING AND TURF MAINTENANCE – COMMONWEALTH CROSSING BUSINESS CENTRE

Mr. Hall 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.

On a motion by Dr. Martin and seconded by Ms. Buchanan, the Board unanimously approved awarding a contract in the amount of $32,904 to Prillaman Landscape Dimensions, Inc. for landscaping and turf maintenance at CCBC.

ADDITIONAL APPROPRIATION RE: RESCUE SQUAD ASSISTANCE FUND GRANT – PUBLIC SAFETY

Mr. Hall said 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.

On a motion by Mr. Zehr and seconded by Mr. Slaughter, the Board unanimously approved the additional appropriation of grant funds in the amount of $3,530.

CONSIDERATION OF RESOLUTION SUPPORTING SMART SCALE APPLICATION

Mr. Hall said 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 SR 87 (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.

On a motion by Ms. Buchanan and seconded by Mr. Zehr, the Board unanimously approved the resolution (Copy included in Board's File).

CONSIDERATION OF CHANGE TO LOCAL ORDINANCE RE: COURTHOUSE SECURITY FEES

Mr. Lyle said 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.

On a motion by Mr. Zehr and seconded by Dr. Martin, the Board unanimously approved setting a public hearing for the Board's August 25 meeting to consider changes to the courthouse and courtroom security fees.

DISCUSSION OF FUNDING FOR SCHOOL CAPITAL PROJECTS

Mr. Hall said 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 voters approve the referendum, 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.

On a motion by Dr. Martin and seconded by Ms. Buchanan, the Board unanimously approved placing the matter on the November ballot (Copy included in Board's File).

DISCUSSION OF CABLE FRANCHISE AGREEMENT

Mr. Lyle said 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

te matter before taking a vote to approve the changes. Nathan Daugherty, Sr. Manager Comcast Government Affairs answered questions and concerns of the Board.

On a motion by Mr. Bryant and seconded by Mr. Zehr, the Board unanimously approved the cable franchise agreement with Comcast (Copy included in Board's File).

INFORMATIONAL ITEMS

Comments from the Board

Mr. Hall asked Sheriff Perry to come forward and introduce Brian Lawson, who will be the new Lieutenant of SRO and Community Crime Prevention. Mr. Hall updated the Board on the CARES Act Applications. As of July 24, the County has received 64 applications, with 51 being approved for a combined total of $126,000 in small business grants. The "Mask Up MHC" campaign has several online videos on the Harvest Foundation website and the County has free masks for the public. Mr. Hall said the County is in the process of getting the former John Redd Smith school building named as a historic building and hopefully transfer the building to a developer for future apartments. Online census responses for the 2020 Census have been around 63%.

CLOSED MEETING

Ms. Buchanan moved that the Board go into a closed meeting at 4:03 p.m. Mr. Zehr seconded the motion and it unanimously carried to discuss the following:

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.

OPEN MEETING

The Board returned to open meeting at 6:00 p.m. on a motion by Mr. Slaughter, 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.

Roanoke River Basin Association - On a motion by Ms. Buchanan and seconded by Mr. Zehr, the Board unanimously approved the appointment of Mike Ward to a one-year term ending August 31, 2021.

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

PUBLIC HEARING – REZONING APPLICATION R-20-04-CHARLES D. HODGE

Mr. Clark said 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.

Mr. Adams opened the public hearing at 6:06 p.m. There being no one present who wished to speak, Mr. Adams closed the public hearing at 6:06 p.m. On a motion by Mr. Zehr and seconded by Mr. Slaughter, the Board unanimously approved the rezoning request.

PUBLIC HEARING – PROPOSED AMENDMENT TO THE FY '20-'21 SCHOOL AND TOTAL COUNTY BUDGET

Mr. Hall said the School Board had 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.

Mr. Adams opened the public hearing at 6:08 p.m. no one present wished to speak, Mr. Adams closed the public hearing at 6:08 p.m. On a motion by Dr. Martin and seconded by Mr. Bryant, the Board unanimously approved the appropriation of $2,098.231.94.

PUBLIC HEARING – PROPOSED CHANGES TO COUNTY PROCUREMENT ORDINANCE

Mr. Hall said at the Board's June 23 meeting he 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.

Mr. Adams opened the public hearing at 6:09 p.m. No one present wished to speak, Mr. Adams closed the public hearing at 6:09 p.m. On a motion by Mr. Zehr and seconded by Ms. Buchanan, the Board unanimously approved the

adoption of the proposed changes to the County ordinance regarding procurement (Copy included in Board's File).

MATTERS PRESENTED BY THE PUBLIC

No one present wished to speak.

CONSIDERATION OF REQUIRED COMMENT PERIOD FOR 2020 JAG GRANT – SHERIFF'S OFFICE

Mr. Hall said Sheriff Perry indicates that the Sheriff's Office has been designated to receive $13,797 for the 2020 JAG grant for law enforcement needs. One requirement of this grant is that the governing body provides a public comment period of 30 days. Sheriff Perry is asking the Board to set the 30-day public comment period beginning today. The grant will be brought to the Board at the September 22, 2020 meeting for acceptance and appropriation.

On a motion by Mr. Bryant and seconded by Mr. Slaughter, the Board unanimously recommended establishing a 30-day comment period beginning today.

PRESENTATION REGARDING IMPACTS ON HENRY COUNTY OF A POSSIBLE CITY OF MARTINSVILLE REVERSION

Mr. Hall said the City of Martinsville had 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 presented their initial report (Copy included in Board's File).

There being no further business to discuss, Mr. Slaughter moved to adjourn at 7:34 p.m., seconded by Ms. Buchanan and unanimously carried.

Henry County
Board of Supervisors

Meeting Date August 25, 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
AUGUST 25, 2020

		AUGUST 2020	JULY 2020
ALL FUNDS PAYABLES:			
REGULAR PAYABLES:			
JULY 31, 2020	CHECK # 20136698 THROUGH 20136912		
AUGUST 14, 2020	CHECK # 20136913 THROUGH 20137124		
GENERAL FUND		$ 3,707,599.21	$ 1,676,938.27
LAW LIBRARY FUND		3,216.00	578.91
CENTRAL DISPATCH FUND		141,507.10	69,194.76
REGIONAL INDUSTRIAL SITE PROJECT		144.00	3,242.00
SPECIAL CONSTRUCTION GRANT		7,000.00	13,829.26
COMPREHENSIVE SERVICE ACT FUND		-	-
FIELDALE SANITARY DISTRICT		1,290.30	-
PHILPOTT MARINA FUND		12,532.29	12,423.16
PAYROLL:			
JULY 31, 2020	DIRECT DEPOSIT ADVICES # 0556895 THROUGH 0557281		
AUGUST 14, 2020	DIRECT DEPOSIT ADVICES # 0557537 THROUGH 0557747		
GENERAL FUND		231,549.54	607,153.29
E911 CENTRAL DISPATCH FUND		190.52	58,872.07
PHILPOTT MARINA FUND		2,852.70	3,035.20
TOTAL ALL FUND PAYABLES		$ 4,107,881.66	$ 2,445,266.92

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 AUGUST 25, 2020.

JIM ADAMS, CHAIRMAN
HENRY COUNTY BOARD OF SUPERVISORS

Henry County
Board of Supervisors

Meeting Date August 25, 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

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

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

SCOTT B.GRINDSTAFF
MGT

To: Tim Hall
Board of Supervisors

From: Scott Grindstaff

CC: George Lyle

Date: August 17, 2020

Re: Delinquent Taxes

1. **PP Collection** –As of July 31, 2020 we have collected **92.90% of 2019 PP taxes**. The amount collected during the month was $ 64,290.77.

2. **RE Collection** – As of July 31, 2020, we have collected **94.43% of 2019 RE taxes.** The amount collected during the month was $ 97,819.22.

3. Since the first of January 2020, TACS has collected $ 550,130.41

4. Debt Set-off – collected - $ 137,703.82.

5. VRW STOPS:
   August 2020 – 9 Stops collected
   July 2020 – 13 Stops collected
   June 2020 – 18
   May 2020 – 16
   April 2020 – 8
   March 2020 – 17
   February 2020 – 38
   January 2020 – 39

   Total 2019 stops collected - 298

.

PERSONAL PROPERTY	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20
2019	1,737,425.07	1,530,206.57	1,264,303.63	1,131,424.74	1,044,492.93	982,323.05	944,817.22
2018	726,644.92	700,207.81	674,069.72	656,478.61	600,414.19	564,860.64	545,171.05
2017	258,115.47	249,705.77	240,196.23	236,941.37	226,314.42	218,519.20	214,760.47
2016	98,351.35	96,231.42	94,991.34	93,630.19	91,684.81	90,083.06	88,126.41
2015	75,309.42	73,523.81	72,970.81	71,568.72	68,830.29	68,260.70	66,880.73
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	1,859,755.88
COLLECTED		245,970.85	303,343.65	156,488.10	158,306.99	107,689.99	64,290.77
2019 BILLED							
13,298,099.19	86.93%	88.49%	90.49%	91.49%	92.15%	92.61%	92.90%

REAL ESTATE	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20
2019	1,679,657.24	1,562,370.53	1,225,552.34	1,108,016.13	1,008,434.22	940,262.28	900,426.61
2018	673,555.80	641,263.38	587,245.19	564,725.02	533,515.02	511,136.50	482,550.45
2017	376,207.94	359,271.71	339,429.80	325,025.76	305,251.17	291,309.16	276,878.87
2016	173,843.02	164,223.74	153,586.14	146,515.98	141,039.47	134,122.08	128,579.14
2015	132,617.67	127,592.33	122,515.57	118,408.54	115,771.54	111,103.53	107,983.61
2014	96,935.83	94,623.06	88,630.83	84,199.84	81,061.17	77,388.29	73,423.90
2013	39,628.16	37,731.61	36,385.25	35,600.73	34,815.77	33,893.27	32,256.27
2012	26,054.34	23,425.07	22,288.04	21,949.84	21,701.26	21,220.68	20,930.60
2011	17,856.21	17,036.73	16,794.60	16,542.64	16,289.79	15,829.69	15,713.66
2010	14,047.19	13,431.46	13,110.54	12,853.08	12,793.05	11,940.69	11,678.29
2009	10,669.05	9,498.38	9,498.38	8,858.06	8,279.24	7,610.51	7,576.06
2008	7,156.61	6,850.98	6,463.07	6,422.10	6,183.77	6,155.25	6,155.25
2007	4,837.90	4,434.66	4,323.19	4,236.06	4,220.98	4,192.47	4,192.47
2006	3,970.13	3,609.03	3,608.63	3,548.44	3,548.63	3,441.16	3,441.16
2005	3,458.31	3,146.46	3,145.62	3,145.62	3,145.59	3,132.73	3,132.73
2004	8,370.59	3,201.20	3,201.20	3,201.20	3,201.19	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	3,183.16
2002	3,586.42	3,500.89	3,500.89	3,500.88	3,500.87	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	2,317.79
2000	1,659.83	1,564.13	1,564.13	1,564.13	1,564.13	1,564.13	1,564.13
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	2,088,686.21
COLLECTED		197,704.56	435,931.94	172,529.36	163,997.21	123,318.91	97,819.22
2019 RE BILLED							
16,157,063.23	89.60%	90.33%	92.41%	93.14%	93.76%	94.18%	94.43%

Henry County
Board of Supervisors

Meeting Date August 25, 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 August 25, 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.

THROUGH JULY 31, 2020

FOR 2021 01

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
31 GENERAL FUND	55,842,222	55,852,599	2,648,488.44	2,648,488.44	53,204,110.52	4.7%
33 LAW LIBRARY FUND	22,700	22,700	675.90	675.90	22,024.10	3.0%
36 CENTRAL DISPATCH FUND	2,107,058	2,107,058	461,358.12	461,358.12	1,645,699.88	21.9%
39 SPECIAL CONSTRUCTION GRANTS	0	0	22,422.17	22,422.17	-22,422.17	100.0%
45 INDUSTRIAL DEVELOPMENT AUTH	1,550,027	1,800,027	2,410,000.00	2,410,000.00	-609,973.00	133.9%
46 CHILDRENS SERVICES ACT FUND	2,050,201	2,050,201	.00	.00	2,050,201.00	.0%
50 FIELDALE SANITARY DISTRICT	20,500	20,500	.00	.00	20,500.00	.0%
51 PHILPOTT MARINA FUND	159,900	159,900	64,859.36	64,859.36	95,040.64	40.6%
58 SELF-INSURANCE FUND	15,492,004	15,492,004	1,133,108.07	1,133,108.07	14,358,895.93	7.3%
65 HENRY-MTSV SOCIAL SERVICES	8,595,646	8,805,852	871,367.27	871,367.27	7,934,485.06	9.9%
70 SCHOOL FUND	87,226,333	89,324,565	4,534,885.13	4,534,885.13	84,789,679.87	5.1%
71 SCHOOL TEXTBOOK FUND	1,020,000	1,020,000	48,136.75	48,136.75	971,863.25	4.7%
81 SCHOOL CAFETERIA FUND	5,802,252	5,802,252	130,062.18	130,062.18	5,672,189.82	2.2%
GRAND TOTAL	179,888,843	182,457,658	12,325,363.39	12,325,363.39	170,132,294.90	6.8%

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

FOR 2021 01

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
31 GENERAL FUND	55,842,222	55,852,599	3,165,985.66	3,165,985.66	642,046.66	52,044,566.64	6.8%
33 LAW LIBRARY FUND	22,700	22,700	578.91	578.91	.00	22,121.09	2.6%
36 CENTRAL DISPATCH FUND	2,107,058	2,107,058	193,869.71	193,869.71	407,023.96	1,506,164.33	28.5%
37 HCO/MTSV INDUSTRIAL SITE PROJ	0	0	200.00	200.00	.00	-200.00	100.0%
43 GATEWAY STREETSCAPE FOUND	0	0	50.00	50.00	.00	-50.00	100.0%
45 INDUSTRIAL DEVELOPMENT AUTH	1,550,027	1,800,027	133,343.00	133,343.00	44,140.32	1,622,543.68	9.9%
46 CHILDRENS SERVICES ACT FUND	2,050,201	2,050,201	-1,501.45	-1,501.45	.00	2,051,702.45	-.1%
50 FIELDALE SANITARY DISTRICT	20,500	20,500	.00	.00	.00	20,500.00	.0%
51 PHILPOTT MARINA FUND	159,900	159,900	16,356.78	16,356.78	2,248.00	141,295.22	11.6%
58 SELF-INSURANCE FUND	15,492,004	15,492,004	1,315,534.88	1,315,534.88	.00	14,176,469.12	8.5%
65 HENRY-MTSV SOCIAL SERVICES	8,595,646	8,805,852	590,628.38	590,628.38	45,138.87	8,170,085.08	7.2%
70 SCHOOL FUND	87,226,333	89,324,565	4,066,054.71	4,066,054.71	2,102,149.75	83,156,360.54	6.9%
71 SCHOOL TEXTBOOK FUND	1,020,000	1,020,000	.00	.00	5,117.00	1,014,883.00	.5%
81 SCHOOL CAFETERIA FUND	5,802,252	5,802,252	160,917.87	160,917.87	1,053,456.06	4,587,878.07	20.9%
GRAND TOTAL	179,888,843	182,457,658	9,642,018.45	9,642,018.45	4,301,320.62	168,514,319.22	7.6%

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

FOR 2021 01

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
31 GENERAL FUND						
31301100 GENERAL PROPERTY TAXES	27,905,117	27,905,117	213,069.80	213,069.80	27,692,047.20	.8%
31301200 OTHER LOCAL TAXES	13,018,500	13,018,500	967,311.64	967,311.64	12,051,188.36	7.4%
31301300 PERMITS, FEES & LICENSES	55,800	55,800	5,554.70	5,554.70	50,245.30	10.0%
31301400 FINES AND FORFEITURES	136,000	136,000	10,835.24	10,835.24	125,164.76	8.0%
31301500 REVENUE FROM USE OF PROPERTY	975,900	975,900	126,255.06	126,255.06	849,644.94	12.9%
31301600 CHARGES FOR SERVICES	262,554	262,554	29,795.77	29,795.77	232,758.23	11.3%
31301800 MISCELLANEOUS REVENUE	30,000	30,000	8,868.34	8,868.34	21,131.66	29.6%
31301900 RECOVERED COST	2,984,445	2,984,445	545,435.12	545,435.12	2,439,009.88	18.3%
31302200 NON-CATEGORICAL AID STATE	3,852,828	3,852,828	198,218.25	198,218.25	3,654,609.75	5.1%
31302300 SHARED EXPENSES (CATEGORICAL)	6,296,492	6,296,492	536,487.34	536,487.34	5,760,004.66	8.5%
31302400 CATEGORICAL AID STATE	86,127	89,657	.00	.00	89,657.00	.0%
31303100 FED PAYMENTS IN LIEU OF TAXES	3,500	3,500	.00	.00	3,500.00	.0%
31303300 CATEGORICAL AID FEDERAL	214,959	214,959	6,656.18	6,656.18	208,302.82	3.1%
31304100 NON-REVENUE RECEIPTS	20,000	20,000	1.00	1.00	19,999.00	.0%
31304109 RESERVE FUNDS	0	6,847	.00	.00	6,846.96	.0%
TOTAL GENERAL FUND	55,842,222	55,852,599	2,648,488.44	2,648,488.44	53,204,110.52	4.7%
33 LAW LIBRARY FUND						
33301600 CHARGES FOR SERVICES	6,000	6,000	303.30	303.30	5,696.70	5.1%
33301900 RECOVERED COST	3,500	3,500	372.60	372.60	3,127.40	10.6%
33304109 RESERVE FUNDS	13,200	13,200	.00	.00	13,200.00	.0%
TOTAL LAW LIBRARY FUND	22,700	22,700	675.90	675.90	22,024.10	3.0%
36 CENTRAL DISPATCH FUND						
36301900 RECOVERED COST	470,437	470,437	421,374.04	421,374.04	49,062.96	89.6%
36302300 SHARED EXPENSES (CATEGORICAL)	203,068	203,068	14,142.42	14,142.42	188,925.58	7.0%
36302400 CATEGORICAL AID STATE	443,000	443,000	25,841.66	25,841.66	417,158.34	5.8%
36304105 FUND TRANSFERS	990,553	990,553	.00	.00	990,553.00	.0%
TOTAL CENTRAL DISPATCH FUND	2,107,058	2,107,058	461,358.12	461,358.12	1,645,699.88	21.9%
39 SPECIAL CONSTRUCTION GRANTS						

FOR 2021 01

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
39301900 RECOVERED COST	0	0	4,675.00	4,675.00	-4,675.00	100.0%
39303300 CATEGORICAL AID FEDERAL	0	0	17,747.17	17,747.17	-17,747.17	100.0%
TOTAL SPECIAL CONSTRUCTION GRANTS	0	0	22,422.17	22,422.17	-22,422.17	100.0%
45 INDUSTRIAL DEVELOPMENT AUTH						
45301900 RECOVERED COST	31,350	31,350	700,000.00	700,000.00	-668,650.00	2232.9%
45302400 CATEGORICAL AID STATE	0	0	1,710,000.00	1,710,000.00	-1,710,000.00	100.0%
45304105 FUND TRANSFERS	1,518,677	1,768,677	.00	.00	1,768,677.00	.0%
TOTAL INDUSTRIAL DEVELOPMENT AUTH	1,550,027	1,800,027	2,410,000.00	2,410,000.00	-609,973.00	133.9%
46 CHILDRENS SERVICES ACT FUND						
46302400 CATEGORICAL AID STATE	1,426,572	1,426,572	.00	.00	1,426,572.00	.0%
46304105 FUND TRANSFERS	623,629	623,629	.00	.00	623,629.00	.0%
TOTAL CHILDRENS SERVICES ACT FUND	2,050,201	2,050,201	.00	.00	2,050,201.00	.0%
50 FIELDALE SANITARY DISTRICT						
50301500 REVENUE FROM USE OF PROPERTY	500	500	.00	.00	500.00	.0%
50304109 RESERVE FUNDS	20,000	20,000	.00	.00	20,000.00	.0%
TOTAL FIELDALE SANITARY DISTRICT	20,500	20,500	.00	.00	20,500.00	.0%
51 PHILPOTT MARINA FUND						
51301500 REVENUE FROM USE OF PROPERTY	82,900	82,900	58,258.65	58,258.65	24,641.35	70.3%
51301800 MISCELLANEOUS REVENUE	77,000	77,000	6,600.71	6,600.71	70,399.29	8.6%
TOTAL PHILPOTT MARINA FUND	159,900	159,900	64,859.36	64,859.36	95,040.64	40.6%
58 SELF-INSURANCE FUND						

FOR 2021 01

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
58301500 REVENUE FROM USE OF PROPERTY	26,250	26,250	.00	.00	26,250.00	.0%
58301600 CHARGES FOR SERVICES	14,965,754	14,965,754	1,133,108.07	1,133,108.07	13,832,645.93	7.6%
58304109 RESERVE FUNDS	500,000	500,000	.00	.00	500,000.00	.0%
TOTAL SELF-INSURANCE FUND	15,492,004	15,492,004	1,133,108.07	1,133,108.07	14,358,895.93	7.3%
65 HENRY-MTSV SOCIAL SERVICES						
65401900 RECOVERED COSTS	473,917	477,276	336,620.64	336,620.64	140,655.73	70.5%
65402400 CATEGORICAL AID STATE	3,313,139	3,313,139	186,367.98	186,367.98	3,126,771.02	5.6%
65403300 CATEGORICAL AID FEDERAL	3,913,896	3,913,896	348,378.65	348,378.65	3,565,517.35	8.9%
65404105 FUND TRANSFERS	894,694	1,101,541	.00	.00	1,101,540.96	.0%
TOTAL HENRY-MTSV SOCIAL SERVICES	8,595,646	8,805,852	871,367.27	871,367.27	7,934,485.06	9.9%
70 SCHOOL FUND						
70702401 STATE RETAIL SALES & USE TAX	8,702,765	8,702,765	637,936.40	637,936.40	8,064,828.60	7.3%
70702402 STATE SOQ FUNDS	32,954,706	32,954,706	2,746,225.50	2,746,225.50	30,208,480.50	8.3%
70702403 STATE SOQ FRINGE BENEFITS	5,616,779	5,616,779	468,064.92	468,064.92	5,148,714.08	8.3%
70702404 STATE OTHER SOQ FUNDS	8,276,492	8,276,492	118,028.78	118,028.78	8,158,463.22	1.4%
70702405 STATE CATEGORICAL FUNDS	134,222	134,222	.00	.00	134,222.00	.0%
70702406 OTHER STATE FUNDS	903,571	903,571	35,902.50	35,902.50	867,668.50	4.0%
70702407 FEDERAL FUNDS / GRANTS	10,000,000	12,098,232	504,801.61	504,801.61	11,593,430.39	4.2%
70702408 FROM OTHER FUNDS	1,712,366	1,712,366	23,925.41	23,925.41	1,688,440.59	1.4%
70702409 FROM COUNTY FUNDS	18,925,432	18,925,432	.00	.00	18,925,432.00	.0%
70702411 FROM LOANS, BONDS AND INVEST	0	0	.01	.01	-.01	100.0%
TOTAL SCHOOL FUND	87,226,333	89,324,565	4,534,885.13	4,534,885.13	84,789,679.87	5.1%
71 SCHOOL TEXTBOOK FUND						
71704105 FUND TRANSFERS	577,641	577,641	48,136.75	48,136.75	529,504.25	8.3%
71704109 RESERVE FUNDS	442,359	442,359	.00	.00	442,359.00	.0%
TOTAL SCHOOL TEXTBOOK FUND	1,020,000	1,020,000	48,136.75	48,136.75	971,863.25	4.7%
81 SCHOOL CAFETERIA FUND						

FOR 2021 01

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
80100160 CAFETERIA OPERATING REVENUES	260,395	260,395	9,092.10	9,092.10	251,302.90	3.5%
80300160 CAFETERIA OPERATING REVENUES	542,228	542,228	10,399.70	10,399.70	531,828.30	1.9%
80800160 CAFETERIA OPERATING REVENUES	264,994	264,994	4,404.51	4,404.51	260,589.49	1.7%
80900160 CAFETERIA OPERATING REVENUES	240,932	240,932	7,250.59	7,250.59	233,681.41	3.0%
81000160 CAFETERIA OPERATING REVENUES	326,890	326,890	279.18	279.18	326,610.82	.1%
81100160 CAFETERIA OPERATING REVENUES	284,755	284,755	12,178.80	12,178.80	272,576.20	4.3%
81300160 CAFETERIA OPERATING REVENUES	298,084	298,084	8,370.61	8,370.61	289,713.39	2.8%
81400160 CAFETERIA OPERATING REVENUES	827,761	827,761	34,831.73	34,831.73	792,929.27	4.2%
81900160 CAFETERIA OPERATING REVENUES	491,806	491,806	7,352.76	7,352.76	484,453.24	1.5%
82000160 CAFETERIA OPERATING REVENUES	653,974	653,974	15,187.69	15,187.69	638,786.31	2.3%
82300160 CAFETERIA OPERATING REVENUES	686,555	686,555	781.46	781.46	685,773.54	.1%
83200160 CAFETERIA OPERATING REVENUES	472,599	472,599	9,346.31	9,346.31	463,252.69	2.0%
83300160 CAFETERIA OPERATING REVENUES	451,279	451,279	10,586.74	10,586.74	440,692.26	2.3%
TOTAL SCHOOL CAFETERIA FUND	5,802,252	5,802,252	130,062.18	130,062.18	5,672,189.82	2.2%
GRAND TOTAL	179,888,843	182,457,658	12,325,363.39	12,325,363.39	170,132,294.90	6.8%

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

FOR 2021 01

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
31 GENERAL FUND							
31311010 BOARD OF SUPERVISORS	190,055	190,055	40,785.34	40,785.34	7,907.45	141,362.21	25.6%
31312110 COUNTY ADMINISTRATOR	363,267	363,267	29,424.85	29,424.85	18,752.09	315,090.06	13.3%
31312240 INDEPENDENT AUDITOR	60,000	60,000	.00	.00	.00	60,000.00	.0%
31312250 HUMAN RESOURCES / TRAINING	70,859	70,859	5,258.56	5,258.56	2,269.15	63,331.29	10.6%
31312260 COUNTY ATTORNEY	183,734	183,734	15,840.49	15,840.49	2,269.15	165,624.36	9.9%
31312310 COMMISSIONER OF REVENUE	613,157	613,157	43,849.49	43,849.49	18,153.20	551,154.31	10.1%
31312320 ASSESSORS	222,444	222,444	14,814.33	14,814.33	11,345.75	196,283.92	11.8%
31312410 COUNTY TREASURER'S OFFICE	588,788	588,788	34,849.45	34,849.45	34,167.50	519,771.05	11.7%
31312430 FINANCE	415,297	415,297	32,943.17	32,943.17	27,229.80	355,124.03	14.5%
31312510 COUNTY INFORMATION SERVICES	375,438	375,438	177,292.66	177,292.66	18,204.85	179,940.49	52.1%
31312520 CENTRAL PURCHASING	228,404	228,404	18,190.53	18,190.53	6,807.45	203,406.02	10.9%
31313200 REGISTRAR	339,912	339,912	22,492.65	22,492.65	-1,044.55	318,463.90	6.3%
31321100 CIRCUIT COURT	92,784	92,784	6,739.24	6,739.24	3,500.75	82,544.01	11.0%
31321200 GENERAL DISTRICT COURT	22,820	22,820	.00	.00	.00	22,820.00	.0%
31321300 SPECIAL MAGISTRATES	3,090	3,090	682.46	682.46	.00	2,407.54	22.1%
31321500 JUVENILE & DOMESTIC RELATIONS	6,790	6,790	150.00	150.00	.00	6,640.00	2.2%
31321600 CLERK OF THE CIRCUIT COURT	806,445	806,445	64,557.15	64,557.15	.00	741,887.85	8.0%
31321700 SHERIFF CIVIL & COURT SECURIT	1,056,425	1,056,425	95,952.14	95,952.14	2,269.15	958,203.71	9.3%
31321900 VICTIM / WITNESS ASSIST	172,995	172,995	11,522.62	11,522.62	.00	161,472.38	6.7%
31322100 COMMONWEALTH ATTORNEY	1,100,202	1,100,202	85,159.64	85,159.64	2,500.00	1,012,542.36	8.0%
31331200 SHERIFF LAW ENFORCEMENT	6,128,049	6,127,663	580,904.64	580,904.64	255,243.12	5,291,515.24	13.6%
31331330 ENFORCE SAFETY EQUIPMENT #1	0	0	.00	.00	-544.17	544.17	100.0%
31331341 ENFORCE DUI AND SEATBELT #2	0	0	1,193.18	1,193.18	.00	-1,193.18	100.0%
31331351 ENFORCE SAFETY EQUIPMENT #3	0	0	.00	.00	3,555.67	-3,555.67	100.0%
31331751 SCH RESOURCE OFFICER PRG #SCH	277,368	277,368	.00	.00	.00	277,368.00	.0%
31332400 OTHER FIRE AND RESCUE SERVICE	615,074	615,074	347,434.64	347,434.64	22,580.19	245,059.17	60.2%
31332500 EMERGENCY SERVICES TRAINING	300,466	300,466	22,373.55	22,373.55	6,807.45	271,285.00	9.7%
31332510 EMERGENCY SERVICES OPERATIONS	2,231,217	2,234,747	149,917.51	149,917.51	160,603.56	1,924,225.93	13.9%
31333100 SHERIFF CORRECTION & DETENTIO	4,557,961	4,558,347	240,117.45	240,117.45	246,140.82	4,072,088.73	10.7%
31333110 SHERIFF ELECTRONIC MONITORING	18,530	18,530	26.81	26.81	18,500.00	3.19	100.0%
31333310 JUVENILE PROBATION OFFICE	382,800	382,800	-150.00	-150.00	.00	382,950.00	.0%
31333410 SCAAP GRANT AWARD #1	0	0	273.35	273.35	.00	-273.35	100.0%
31334410 CODE ENFORCEMENT	342,730	342,730	28,444.15	28,444.15	-107,988.19	422,274.04	-23.2%
31334420 FIRE PREVENTION	198,732	198,732	15,770.93	15,770.93	6,807.45	176,153.62	11.4%
31335100 ANIMAL CONTROL	211,663	211,663	16,897.91	16,897.91	6,876.46	187,888.63	11.2%
31335510 PUBLIC SAFETY	192,870	192,870	16,158.66	16,158.66	12,957.16	163,754.18	15.1%
31335610 MTSV- HENRY COUNTY SPCA	11,667	11,667	.00	.00	.00	11,667.00	.0%
31339500 CARES ACT - COVID	0	-450,000	8,775.00	8,775.00	.00	-458,775.00	-2.0%
31341210 RURAL ADDITIONS / STREET SIGN	9,000	9,000	.00	.00	.00	9,000.00	.0%
31342300 REFUSE COLLECTION	1,535,242	1,535,242	35,459.12	35,459.12	.00	1,499,782.88	2.3%

FOR 2021 01

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
31342301 REFUSE MAN COLLECTION SITES	261,457	261,457	10,056.62	10,056.62	.00	251,400.38	3.8%
31342610 REFUSE DISPOSAL- CLOSURE MAIN	10,500	10,500	.00	.00	9,000.00	1,500.00	85.7%
31343100 GENERAL ENGINEERING / ADM	297,158	297,158	25,494.18	25,494.18	8,348.58	263,315.24	11.4%
31343101 COMMUNICATION EQUIP MAINTENAN	75,305	75,305	5,651.93	5,651.93	2,382.57	67,270.50	10.7%
31343400 MAINT ADMINISTRATION BUILDING	490,097	490,097	38,958.87	38,958.87	31,183.27	419,954.86	14.3%
31343500 MAINT COURT HOUSE	380,998	380,998	25,812.89	25,812.89	34,974.60	320,210.51	16.0%
31343610 MAINT SHERIFF'S OFFICE	60,900	60,900	5,716.63	5,716.63	2,871.25	52,312.12	14.1%
31343620 MAINTENANCE JAIL	316,450	316,450	6,396.96	6,396.96	10,031.76	300,021.28	5.2%
31343630 MAINT DOG POUND	18,925	18,925	109.00	109.00	483.20	18,332.80	3.1%
31343640 MAINT SHERIFF'S FIRING RANGE	2,242	2,242	25.00	25.00	.00	2,217.00	1.1%
31343690 MAINT COMMUNICATIONS SITE	76,025	76,025	2,656.31	2,656.31	11,195.50	62,173.19	18.2%
31343710 MAINT STORAGE BUILDING	7,025	7,025	90.00	90.00	.00	6,935.00	1.3%
31343720 MAINT OTHER CO BUILDINGS	48,400	48,400	8,474.46	8,474.46	.00	39,925.54	17.5%
31343730 MAINT SHARE HLTH DEPT/JSS BLD	65,992	65,992	4,762.64	4,762.64	.00	61,229.36	7.2%
31343750 MAINT PATRIOT CTE F/R BUILDIN	13,585	13,585	144.00	144.00	2,013.28	11,427.72	15.9%
31343770 MAINT CERT BUILDING	68,250	68,250	5,294.36	5,294.36	11,192.00	51,763.64	24.2%
31343771 MAINT BURN BUILDING	12,670	12,670	377.00	377.00	.00	12,293.00	3.0%
31343772 MAINT SUMMERLIN STATION	18,000	18,000	169.00	169.00	1,509.55	16,321.45	9.3%
31343780 MAINT DUPONT PROPERTY	127,196	127,196	6,617.87	6,617.87	.00	120,578.13	5.2%
31351100 LOCAL HEALTH DEPARTMENT	315,000	315,000	.00	.00	.00	315,000.00	.0%
31352500 MENTAL HEALTH AND RETARDATION	169,920	169,920	.00	.00	.00	169,920.00	.0%
31353230 AREA AGENCY ON AGING	16,000	16,000	.00	.00	.00	16,000.00	.0%
31353241 TRANSPOR GRANT TPORT FED OYE	49,271	49,271	.00	.00	.00	49,271.00	.0%
31353242 TRANSPOR GRANT TPORT INC OYE	5,000	5,000	.00	.00	.00	5,000.00	.0%
31353243 TRANSPOR GRANT TPORT PUB OYE	28,484	28,484	.00	.00	.00	28,484.00	.0%
31353244 TRANSPOR GRANT TPORT IN-K OYE	250	250	.00	.00	.00	250.00	.0%
31353251 TRANSPOR GRANT RECRE FED OYE	12,616	12,616	.00	.00	.00	12,616.00	.0%
31353252 TRANSPOR GRANT RECRE INC OYE	1,200	1,200	.00	.00	.00	1,200.00	.0%
31353253 TRANSPOR GRANT RECRE PUB OYE	30,984	30,984	.00	.00	.00	30,984.00	.0%
31353254 TRANSPOR GRANT RECRE IN-K OYE	250	250	.00	.00	.00	250.00	.0%
31353270 TRANSPOR GRANT SUPP TPORT OYE	27,841	27,841	.00	.00	.00	27,841.00	.0%
31353295 TRANSPOR GRANT LOCAL OYE	10,642	10,642	.00	.00	.00	10,642.00	.0%
31353321 TRANSPOR GRANT TPORT FED EYE	0	0	8,544.74	8,544.74	.00	-8,544.74	100.0%
31353323 TRANSPOR GRANT TPORT PUB EYE	0	0	2,078.97	2,078.97	.00	-2,078.97	100.0%
31353324 TRANSPOR GRANT TPORT IN-K EYE	0	0	20.84	20.84	.00	-20.84	100.0%
31353331 TRANSPOR GRANT RECRE FED EYE	0	0	33.33	33.33	.00	-33.33	100.0%
31353333 TRANSPOR GRANT RECRE PUB EYE	0	0	2,078.97	2,078.97	.00	-2,078.97	100.0%
31353334 TRANSPOR GRANT RECRE IN-K EYE	0	0	20.83	20.83	.00	-20.83	100.0%
31353395 TRANSPOR GRANT LOCAL EYE	0	0	2,349.04	2,349.04	.00	-2,349.04	100.0%
31353420 GROUP HOME SERVICES	81,566	81,566	20,391.50	20,391.50	.00	61,174.50	25.0%
31353600 OTHER SOCIAL SERVICES	96,981	96,981	.00	.00	.00	96,981.00	.0%
31353900 PROPERTY TAX RELIEF	115,000	115,000	.00	.00	.00	115,000.00	.0%
31368100 COMMUNITY COLLEGES	59,442	59,442	.00	.00	.00	59,442.00	.0%
31371110 PARKS AND RECREATION	1,196,494	1,196,494	68,959.84	68,959.84	64,839.44	1,062,694.72	11.2%

FOR 2021 01

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
31371115 PARKS & RECR - SPECIAL EVENTS	75,000	75,000	379.45	379.45	.00	74,620.55	.5%
31371180 PARKS & RECREATION - OTHER	16,000	16,000	.00	.00	.00	16,000.00	.0%
31372200 MUSEUMS	27,075	27,075	.00	.00	.00	27,075.00	.0%
31372300 ART GALLERIES	8,500	8,500	.00	.00	.00	8,500.00	.0%
31372610 OTHER CULTURAL ENRICHMENT	54,513	54,513	.00	.00	.00	54,513.00	.0%
31373200 LIBRARY	735,541	735,541	183,885.25	183,885.25	.00	551,655.75	25.0%
31381100 PLANNING, COMMUNITY DEV & BZA	324,285	324,285	26,303.73	26,303.73	9,076.60	288,904.67	10.9%
31381220 ENGINEERING & MAPPING	306,234	306,234	27,198.57	27,198.57	11,345.75	267,689.68	12.6%
31381500 M/HC ECONOMIC DEV CORP	948,247	948,247	77,117.42	77,117.42	.00	871,129.58	8.1%
31381510 ECONOMIC DEVELOPMENT AGENCIES	504,513	504,513	.00	.00	.00	504,513.00	.0%
31381520 ENTERPRISE ZONE INCENTIVES	15,000	15,000	.00	.00	.00	15,000.00	.0%
31381600 OTH PLANNING / COMM DEV AGENC	66,883	66,883	29,783.00	29,783.00	.00	37,100.00	44.5%
31381930 SPECIAL PLANNING GRANTS	42,000	42,000	.00	.00	.00	42,000.00	.0%
31382400 SOIL & WATER CONSERVATION DIS	2,500	2,500	.00	.00	.00	2,500.00	.0%
31382730 COMMUNITY BEAUTIFICATION	72,974	72,974	3,920.52	3,920.52	2,269.15	66,784.33	8.5%
31383500 VPI COOPERATIVE EXTENSION PRO	66,319	66,319	3,843.31	3,843.31	.00	62,475.69	5.8%
31391400 EMPLOYEE BENEFITS	113,052	113,052	.00	.00	.00	113,052.00	.0%
31391510 CENTRAL STORES	0	0	32,270.71	32,270.71	.00	-32,270.71	100.0%
31391520 POOL VEHICLES	4,200	4,200	1,378.78	1,378.78	.00	2,821.22	32.8%
31391521 MOBILE COMMAND VEHICLE	7,510	7,510	1,417.27	1,417.27	9,891.56	-3,798.83	150.6%
31391610 CONTINGENCY RESERVE	100,000	100,000	.00	.00	.00	100,000.00	.0%
31393100 TRANSFERS TO OTHER FUNDS	22,952,985	23,409,832	.00	.00	.00	23,409,831.96	.0%
31394102 ONE-TIME NON-DEPART GRANTS	0	0	1,672.54	1,672.54	.00	-1,672.54	100.0%
31394304 JAIL FACILITY	900,000	900,000	361,427.66	361,427.66	-366,432.66	905,005.00	-.6%
31395350 DEBT SERVICE OTHER DEBTS #1	1,500	1,500	.00	.00	.00	1,500.00	.0%
31395351 DEBT SERVICE OTHER DEBTS #2	1,500	1,500	.00	.00	.00	1,500.00	.0%
31395352 DEBT SERVICE OTHER DEBTS #3	1,500	1,500	.00	.00	.00	1,500.00	.0%
TOTAL GENERAL FUND	55,842,222	55,852,599	3,165,985.66	3,165,985.66	642,046.66	52,044,566.64	6.8%
33 LAW LIBRARY FUND							
33321800 LAW LIBRARY	22,700	22,700	578.91	578.91	.00	22,121.09	2.6%
TOTAL LAW LIBRARY FUND	22,700	22,700	578.91	578.91	.00	22,121.09	2.6%
36 CENTRAL DISPATCH FUND							
36331400 JOINT DISPATCH CENTER	1,889,058	1,886,614	193,869.71	193,869.71	179,625.89	1,513,118.40	19.8%
36331402 SPECIAL GRANT EYE	0	0	.00	.00	9,954.50	-9,954.50	100.0%

FOR 2021 01

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
36331403 SPECIAL GRANT OYE	3,000	3,000	.00	.00	.00	3,000.00	.0%
36394300 CIP CAPITAL OUTLAYS	215,000	217,444	.00	.00	217,443.57	.43	100.0%
TOTAL CENTRAL DISPATCH FUND	2,107,058	2,107,058	193,869.71	193,869.71	407,023.96	1,506,164.33	28.5%
37 HCO/MTSV INDUSTRIAL SITE PROJ							
37381970 REG COMWEALTH CROSSN PK	0	0	200.00	200.00	.00	-200.00	100.0%
TOTAL HCO/MTSV INDUSTRIAL SITE PR	0	0	200.00	200.00	.00	-200.00	100.0%
43 GATEWAY STREETSCAPE FOUND							
43382720 GATEWAY STREETSCAPE FOUND	0	0	50.00	50.00	.00	-50.00	100.0%
TOTAL GATEWAY STREETSCAPE FOUND	0	0	50.00	50.00	.00	-50.00	100.0%
45 INDUSTRIAL DEVELOPMENT AUTH							
45381520 ENTERPRISE ZONE INCENTIVES	840,252	840,252	.00	.00	.00	840,252.00	.0%
45381530 OTHER ECONOMIC DEV INCENTIVES	50,000	300,000	129,000.00	129,000.00	.00	171,000.00	43.0%
45381810 INDUSTRIAL PARK OPERATING EXP	2,650	2,650	1,475.00	1,475.00	.00	1,175.00	55.7%
45381950 REG PATRIOT CTR ORIG PARK	53,000	53,000	.00	.00	11,236.32	41,763.68	21.2%
45381960 REG PATRIOT CTR EXPANSION PAR	220,000	220,000	.00	.00	.00	220,000.00	.0%
45381965 REG BRYANT PROPERTY PARK	30,000	30,000	.00	.00	.00	30,000.00	.0%
45381970 REG COMMONWEALTH CROSSN PARK	260,075	260,075	28.72	28.72	32,904.00	227,142.28	12.7%
45394310 REG IND PARK SHELL BUILDING	94,050	94,050	2,839.28	2,839.28	.00	91,210.72	3.0%
TOTAL INDUSTRIAL DEVELOPMENT AUTH	1,550,027	1,800,027	133,343.00	133,343.00	44,140.32	1,622,543.68	9.9%
46 CHILDRENS SERVICES ACT FUND							
46353500 CHILDRENS SERVICES ACT PROG	2,050,201	2,050,201	-1,501.45	-1,501.45	.00	2,051,702.45	-.1%
TOTAL CHILDRENS SERVICES ACT FUND	2,050,201	2,050,201	-1,501.45	-1,501.45	.00	2,051,702.45	-.1%
50 FIELDALE SANITARY DISTRICT							

FOR 2021 01

50 FIELDALE SANITARY DISTRICT	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
50343900 FIELDALE SANITARY DISTRICT	20,500	20,500	.00	.00	.00	20,500.00	.0%
TOTAL FIELDALE SANITARY DISTRICT	20,500	20,500	.00	.00	.00	20,500.00	.0%
51 PHILPOTT MARINA FUND							
51371140 MARINA	159,900	159,900	16,270.65	16,270.65	.00	143,629.35	10.2%
51394300 CIP CAPITAL OUTLAYS	0	0	86.13	86.13	2,248.00	-2,334.13	100.0%
TOTAL PHILPOTT MARINA FUND	159,900	159,900	16,356.78	16,356.78	2,248.00	141,295.22	11.6%
58 SELF-INSURANCE FUND							
58312550 SELF-INSURANCE	15,492,004	15,492,004	1,315,534.88	1,315,534.88	.00	14,176,469.12	8.5%
TOTAL SELF-INSURANCE FUND	15,492,004	15,492,004	1,315,534.88	1,315,534.88	.00	14,176,469.12	8.5%
65 HENRY-MTSV SOCIAL SERVICES							
65480400 AUXILIARY GRANTS S/L	330,000	330,000	20,431.00	20,431.00	.00	309,569.00	6.2%
65480800 AFDC- MANUAL CHECKS F/S	2,000	2,000	-20.00	-20.00	.00	2,020.00	-1.0%
65481100 AFDC- FC F/S	460,000	460,000	15,314.60	15,314.60	.00	444,685.40	3.3%
65481200 ADOPTION SUBSIDY F/S	721,000	721,000	65,972.00	65,972.00	.00	655,028.00	9.2%
65481400 FOSTERING FUTURE IV-E FOSTER	16,000	16,000	.00	.00	.00	16,000.00	.0%
65481700 SPECIAL NEEDS ADOPTION S	95,000	95,000	6,818.00	6,818.00	.00	88,182.00	7.2%
65482000 ADOPTION INCENTIVE	5,000	5,000	.00	.00	.00	5,000.00	.0%
65482900 FAMILY PRESERVATION	10,487	10,487	325.00	325.00	.00	10,162.00	3.1%
65483000 CHILD WELFARE SUBST ABUSE	11,532	11,532	.00	.00	.00	11,532.00	.0%
65483300 ADULT SERVICES	8,600	8,600	471.25	471.25	.00	8,128.75	5.5%
65484400 FSET PURCHASED SERVICES F/	30,000	30,000	.00	.00	.00	30,000.00	.0%
65484800 AFDC- UP F/S	2,000	2,000	.00	.00	.00	2,000.00	.0%
65484900 STAFF & OPER - NO LOCAL MATCH	281,619	281,619	22,779.38	22,779.38	.00	258,839.62	8.1%
65485000 OUTSTATION ELIGIBILITY WORKER	53,068	53,068	4,337.54	4,337.54	.00	48,730.46	8.2%
65485500 SINGLE POOL ADMIN	5,742,238	5,742,238	447,226.85	447,226.85	45,138.87	5,249,872.28	8.6%
65485800 SINGLE POOL ADMIN PASS-THROUG	448,844	448,844	.00	.00	.00	448,844.00	.0%
65486100 INDEPENDENT LIVIN EDUC/TRAIN	5,820	5,820	.00	.00	.00	5,820.00	.0%
65486200 INDEPENDENT LIVING- PURCH SER	5,820	5,820	360.70	360.70	.00	5,459.30	6.2%
65486400 RESPITE CARE FOSTER PARENT	3,000	3,000	.00	.00	.00	3,000.00	.0%

FOR 2021 01

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
65486600 SAFE & STABLE FAMILIES	66,628	66,628	3,193.46	3,193.46	.00	63,434.54	4.8%
65487200 VIEW - AFDC (15)	230,000	230,000	2,348.01	2,348.01	.00	227,651.99	1.0%
65487300 FOSTER PARENT TRAINING	2,400	2,400	.00	.00	.00	2,400.00	.0%
65488500 OTHER- LOCAL ONLY	44,837	255,043	.00	.00	.00	255,043.33	.0%
65489500 ADULT PROTECTIVE SERVICES	6,000	6,000	54.74	54.74	.00	5,945.26	.9%
65499600 JOINT ADMINISTRATIVE EXPENSES	3,810	3,810	.00	.00	.00	3,810.00	.0%
65499700 COMPENSATION BOARD MEMBERS	9,943	9,943	1,015.85	1,015.85	.00	8,927.15	10.2%
TOTAL HENRY-MTSV SOCIAL SERVICES	8,595,646	8,805,852	590,628.38	590,628.38	45,138.87	8,170,085.08	7.2%
70 SCHOOL FUND							
70104200 OPER BUILDING SERVICES	201,471	201,471	42,017.14	42,017.14	40,749.09	118,704.77	41.1%
70104300 OPER GROUNDS SERVICES	11,300	11,300	4,455.00	4,455.00	4,545.00	2,300.00	79.6%
70104400 OPER EQUIPMENT SERVICES	9,900	9,900	.00	.00	.00	9,900.00	.0%
70111102 CLASSROOM INSTRUCTION REG	1,041,890	1,041,890	40.01	40.01	1,729.57	1,040,120.42	.2%
70111212 INSTR SUP GUIDANCE SERV REG	67,632	67,632	.00	.00	.00	67,632.00	.0%
70111322 INSTR SUP MEDIA SERVICE REG	80,523	80,523	.00	.00	.00	80,523.00	.0%
70111412 INSTR SUP OFF PRINCIPAL REG	148,776	148,776	8,173.62	8,173.62	.00	140,602.38	5.5%
70121102 CLASSROOM INSTRUCTION SP ED	362,742	362,742	-103.20	-103.20	.00	362,845.20	.0%
70302220 HEALTH SERVICES	113,440	113,440	.00	.00	.00	113,440.00	.0%
70304200 OPER BUILDING SERVICES	209,830	209,830	45,563.60	45,563.60	43,252.64	121,013.76	42.3%
70304300 OPER GROUNDS SERVICES	72,300	72,300	34,155.00	34,155.00	34,845.00	3,300.00	95.4%
70304400 OPER EQUIPMENT SERVICES	8,400	8,400	.00	.00	.00	8,400.00	.0%
70311102 CLASSROOM INSTRUCTION REG	2,325,666	2,325,666	705.02	705.02	5,138.38	2,319,822.60	.3%
70311212 INSTR SUP GUIDANCE SERV REG	70,829	70,829	.00	.00	.00	70,829.00	.0%
70311322 INSTR SUP MEDIA SERVICE REG	102,762	102,762	.00	.00	.00	102,762.00	.0%
70311412 INSTR SUP OFF PRINCIPAL REG	294,790	294,790	9,018.65	9,018.65	.00	285,771.35	3.1%
70321102 CLASSROOM INSTRUCTION SP ED	953,220	953,220	-33.60	-33.60	.00	953,253.60	.0%
70604200 OPER BUILDING SERVICES	0	0	142.41	142.41	.00	-142.41	100.0%
70708209 INSTRUCTIONAL SUPPORT	1,149,722	1,149,722	34,257.80	34,257.80	165,229.47	950,234.73	17.4%
70708309 ADMINISTRATION	431,401	431,401	17,944.44	17,944.44	33,797.00	379,659.56	12.0%
70708609 OPERATIONS AND MAINTENANCE	1,592,967	1,592,967	524,120.91	524,120.91	5,400.00	1,063,446.09	33.2%
70721100 ADM BOARD SERVICES	81,459	81,459	6,648.82	6,648.82	.00	74,810.18	8.2%
70721200 ADM EXECUTIVE ADMIN SERV	582,747	582,747	30,323.62	30,323.62	21,412.11	531,011.27	8.9%
70721400 ADM PERSONNEL SERVICES	594,049	594,049	43,115.96	43,115.96	.00	550,933.04	7.3%
70721600 ADM FISCAL SERVICES	751,201	751,201	60,042.02	60,042.02	.00	691,158.98	8.0%
70722100 ADM ATTENDANCE SERVICE	121,076	121,076	9,868.35	9,868.35	.00	111,207.65	8.2%
70722200 ADM HEALTH SERVICES	928,475	928,475	15,249.39	15,249.39	32,582.82	880,642.79	5.2%
70722300 ADM PSYCHOLOGICAL SERVICES	408,310	408,310	.00	.00	1,250.00	407,060.00	.3%
70731000 TRANSP MANAGEMENT & DIRECTION	675,878	675,878	22,852.29	22,852.29	.00	653,025.71	3.4%
70732000 TRANSP VEHICLE OPERATION SERV	4,202,371	4,202,371	222,749.27	222,749.27	-89,932.09	4,069,553.82	3.2%

FOR 2021 01

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
70732002 TRANS VEHICLE OPERATION SPEC	707,825	707,825	.00	.00	.00	707,825.00	.0%
70734000 TRANSP VEHICLE MAINT SERVICE	451,391	451,391	36,007.36	36,007.36	.00	415,383.64	8.0%
70760000 FACILITIES	2,144,000	2,144,000	19,310.00	19,310.00	-19,310.00	2,144,000.00	.0%
70771000 DEBT SERVICE	2,614,700	2,614,700	921,747.48	921,747.48	.00	1,692,952.52	35.3%
70772000 FUND TRANSFERS	577,641	577,641	48,136.75	48,136.75	.00	529,504.25	8.3%
70790000 CONTINGENCY RESERVE	50,000	50,000	.00	.00	.00	50,000.00	.0%
70804200 OPER BUILDING SERVICES	128,039	128,039	22,335.53	22,335.53	23,060.48	82,642.99	35.5%
70804300 OPER GROUNDS SERVICES	7,600	7,600	2,970.00	2,970.00	3,030.00	1,600.00	78.9%
70804400 OPER EQUIPMENT SERVICES	7,500	7,500	.00	.00	.00	7,500.00	.0%
70811102 CLASSROOM INSTRUCTION REG	1,068,247	1,068,247	.00	.00	.00	1,068,247.00	.0%
70811212 INSTR SUP GUIDANCE SERV REG	76,339	76,339	.00	.00	.00	76,339.00	.0%
70811322 INSTR SUP MEDIA SERVICE REG	74,728	74,728	.00	.00	.00	74,728.00	.0%
70811412 INSTR SUP OFF PRINCIPAL REG	143,542	143,542	9,037.21	9,037.21	.00	134,504.79	6.3%
70821102 CLASSROOM INSTRUCTION SP ED	450,324	450,324	-43.17	-43.17	.00	450,367.17	.0%
70904200 OPER BUILDING SERVICES	147,914	147,914	31,504.67	31,504.67	29,120.48	87,288.85	41.0%
70904300 OPER GROUNDS SERVICES	13,850	13,850	5,940.00	5,940.00	6,060.00	1,850.00	86.6%
70904400 OPER EQUIPMENT SERVICES	7,700	7,700	.00	.00	.00	7,700.00	.0%
70911102 CLASSROOM INSTRUCTION REG	1,062,578	1,062,578	.00	.00	.00	1,062,578.00	.0%
70911212 INSTR SUP GUIDANCE SERV REG	69,562	69,562	.00	.00	.00	69,562.00	.0%
70911322 INSTR SUP MEDIA SERVICE REG	86,915	86,915	.00	.00	.00	86,915.00	.0%
70911412 INSTR SUP OFF PRINCIPAL REG	154,820	154,820	8,577.00	8,577.00	.00	146,243.00	5.5%
70921102 CLASSROOM INSTRUCTION SP ED	264,050	264,050	.00	.00	.00	264,050.00	.0%
71004200 OPER BUILDING SERVICES	155,392	155,392	28,333.52	28,333.52	28,123.07	98,935.41	36.3%
71004300 OPER GROUNDS SERVICES	17,100	17,100	7,015.98	7,015.98	7,070.00	3,014.02	82.4%
71004400 OPER EQUIPMENT SERVICES	9,500	9,500	.00	.00	.00	9,500.00	.0%
71011102 CLASSROOM INSTRUCTION REG	1,581,190	1,581,190	.00	.00	.00	1,581,190.00	.0%
71011212 INSTR SUP GUIDANCE SERV REG	72,466	72,466	.00	.00	.00	72,466.00	.0%
71011322 INSTR SUP MEDIA SERVICE REG	74,610	74,610	.00	.00	.00	74,610.00	.0%
71011412 INSTR SUP OFF PRINCIPAL REG	165,908	165,908	8,280.76	8,280.76	.00	157,627.24	5.0%
71021102 CLASSROOM INSTRUCTION SP ED	318,524	318,524	.00	.00	.00	318,524.00	.0%
71104200 OPER BUILDING SERVICES	141,714	141,714	28,654.39	28,654.39	26,663.53	86,396.08	39.0%
71104300 OPER GROUNDS SERVICES	8,900	8,900	3,366.00	3,366.00	3,434.00	2,100.00	76.4%
71104400 OPER EQUIPMENT SERVICES	7,800	7,800	.00	.00	.00	7,800.00	.0%
71111102 CLASSROOM INSTRUCTION REG	1,031,006	1,031,006	40.01	40.01	.00	1,030,965.99	.0%
71111212 INSTR SUP GUIDANCE SERV REG	74,289	74,289	.00	.00	.00	74,289.00	.0%
71111322 INSTR SUP MEDIA SERVICE REG	79,677	79,677	.00	.00	.00	79,677.00	.0%
71111412 INSTR SUP OFF PRINCIPAL REG	144,992	144,992	7,753.85	7,753.85	.00	137,238.15	5.3%
71121102 CLASSROOM INSTRUCTION SP ED	355,180	355,180	.00	.00	.00	355,180.00	.0%
71304200 OPER BUILDING SERVICES	148,617	148,617	31,503.33	31,503.33	28,151.16	88,962.51	40.1%
71304300 OPER GROUNDS SERVICES	11,200	11,200	4,455.00	4,455.00	4,545.00	2,200.00	80.4%
71304400 OPER EQUIPMENT SERVICES	9,700	9,700	.00	.00	.00	9,700.00	.0%
71311102 CLASSROOM INSTRUCTION REG	1,058,475	1,058,475	555.01	555.01	.00	1,057,919.99	.1%
71311212 INSTR SUP GUIDANCE SERV REG	67,009	67,009	.00	.00	.00	67,009.00	.0%
71311322 INSTR SUP MEDIA SERVICE REG	82,418	82,418	.00	.00	.00	82,418.00	.0%

FOR 2021 01

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
71311412 INSTR SUP OFF PRINCIPAL REG	175,128	175,128	9,769.09	9,769.09	.00	165,358.91	5.6%
71321102 CLASSROOM INSTRUCTION SP ED	493,610	493,610	.00	.00	.00	493,610.00	.0%
71404200 BUILDING SERVICES	326,737	326,737	77,935.13	77,935.13	74,200.53	174,601.34	46.6%
71404300 GROUNDS SERVICES	25,573	25,573	10,890.00	10,890.00	11,110.00	3,573.00	86.0%
71404400 EQUIPMENT SERVICES	18,950	18,950	.00	.00	.00	18,950.00	.0%
71411102 CLASSROOM INSTRUCTION	1,692,790	1,692,790	145.00	145.00	.00	1,692,645.00	.0%
71411103 CLASSROOM INSTRUCTION	1,536,837	1,536,837	145.00	145.00	.00	1,536,692.00	.0%
71411212 INSTR SUP GUIDANCE SERV	124,440	124,440	.00	.00	.00	124,440.00	.0%
71411213 INSTR SUP GUIDANCE SERV	124,440	124,440	.00	.00	.00	124,440.00	.0%
71411322 INSTR SUP MEDIA SERVICE	63,490	63,490	.00	.00	.00	63,490.00	.0%
71411323 INSTR SUP MEDIA SERVICE	63,490	63,490	.00	.00	.00	63,490.00	.0%
71411412 INSTR SUP OFF PRINCIPAL	193,763	193,763	14,162.22	14,162.22	.00	179,600.78	7.3%
71411413 INSTR SUP OFF PRINCIPAL	193,764	193,764	14,162.39	14,162.39	.00	179,601.61	7.3%
71421102 CLASSROOM INSTRUCTION	272,071	272,071	.00	.00	.00	272,071.00	.0%
71421103 CLASSROOM INSTRUCTION	161,935	161,935	.00	.00	.00	161,935.00	.0%
71431102 CLASSROOM INSTRUCTION	84,693	84,693	.00	.00	.00	84,693.00	.0%
71431103 CLASSROOM INSTRUCTION	265,180	265,180	.00	.00	.00	265,180.00	.0%
71904200 BUILDING SERVICES	333,924	333,924	75,163.27	75,163.27	85,830.17	172,930.56	48.2%
71904300 GROUNDS SERVICES	36,550	36,550	15,840.00	15,840.00	16,160.00	4,550.00	87.6%
71904400 EQUIPMENT SERVICES	15,550	15,550	.00	.00	.00	15,550.00	.0%
71911102 CLASSROOM INSTRUCTION	1,301,240	1,301,240	382.60	382.60	7,250.79	1,293,606.61	.6%
71911103 CLASSROOM INSTRUCTION	1,588,101	1,588,101	425.86	425.86	7,250.75	1,580,424.39	.5%
71911212 INSTR SUP GUIDANCE SERV	122,544	122,544	.00	.00	.00	122,544.00	.0%
71911213 INSTR SUP GUIDANCE SERV	122,544	122,544	.00	.00	.00	122,544.00	.0%
71911322 INSTR SUP MEDIA SERVICE	59,850	59,850	.00	.00	.00	59,850.00	.0%
71911323 INSTR SUP MEDIA SERVICE	59,850	59,850	.00	.00	.00	59,850.00	.0%
71911412 INSTR SUP OFF PRINCIPAL	194,416	194,416	14,772.19	14,772.19	.00	179,643.81	7.6%
71911413 INSTR SUP OFF PRINCIPAL	194,416	194,416	14,772.35	14,772.35	.00	179,643.65	7.6%
71921102 CLASSROOM INSTRUCTION	166,240	166,240	.00	.00	.00	166,240.00	.0%
71921103 CLASSROOM INSTRUCTION	79,371	79,371	.00	.00	.00	79,371.00	.0%
71931102 CLASSROOM INSTRUCTION	101,107	101,107	.00	.00	.00	101,107.00	.0%
71931103 CLASSROOM INSTRUCTION	314,426	314,426	.00	.00	.00	314,426.00	.0%
72004200 OPER BUILDING SERVICES	525,395	525,395	125,743.58	125,743.58	114,095.53	285,555.89	45.6%
72004300 OPER GROUNDS SERVICES	48,250	48,250	20,790.00	20,790.00	21,210.00	6,250.00	87.0%
72004400 OPER EQUIPMENT SERVICES	26,100	26,100	.00	.00	.00	26,100.00	.0%
72011103 CLASSROOM INSTRUCTION REG	4,036,694	4,036,694	8,276.46	8,276.46	.00	4,028,417.54	.2%
72011213 INSTR SUP GUIDANCE SERV REG	363,018	363,018	3,935.60	3,935.60	.00	359,082.40	1.1%
72011323 INSTR SUP MEDIA SERVICE REG	134,008	134,008	.00	.00	.00	134,008.00	.0%
72011413 INSTR SUP OFF PRINCIPAL REG	519,431	519,431	37,343.98	37,343.98	.00	482,087.02	7.2%
72021103 CLASSROOM INSTRUCTION SP ED	469,223	469,223	.00	.00	.00	469,223.00	.0%
72031103 CLASSROOM INSTRUCTION VOC	775,964	775,964	6,051.45	6,051.45	.00	769,912.55	.8%
72304200 OPER BUILDING SERVICES	465,677	465,677	97,523.17	97,523.17	106,370.53	261,783.30	43.8%
72304300 OPER GROUNDS SERVICES	54,300	54,300	23,265.00	23,265.00	23,735.00	7,300.00	86.6%
72304400 OPER EQUIPMENT SERVICES	25,300	25,300	559.50	559.50	.00	24,740.50	2.2%

FOR 2021 01

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
72311103 CLASSROOM INSTRUCTION REG	4,045,122	4,045,122	16,375.64	16,375.64	17,543.62	4,011,202.74	.8%
72311213 INSTR SUP GUIDANCE SERV REG	370,754	370,754	3,885.55	3,885.55	.00	366,868.45	1.0%
72311323 INSTR SUP MEDIA SERVICE REG	134,037	134,037	.00	.00	4,739.07	129,297.93	3.5%
72311413 INSTR SUP OFF PRINCIPAL REG	512,905	512,905	35,783.15	35,783.15	.00	477,121.85	7.0%
72321103 CLASSROOM INSTRUCTION SP ED	599,337	599,337	.00	.00	.00	599,337.00	.0%
72331103 CLASSROOM INSTRUCTION VOC	582,561	582,561	.00	.00	.00	582,561.00	.0%
72404200 OPER BUILDING SERVICES	109,376	109,376	23,458.14	23,458.14	25,345.46	60,572.40	44.6%
72404300 OPER GROUNDS SERVICES	5,900	5,900	2,272.05	2,272.05	2,317.95	1,310.00	77.8%
72404400 OPER EQUIPMENT SERVICES	8,000	8,000	.00	.00	.00	8,000.00	.0%
72411103 CLASSROOM INSTRUCTION REG	431,093	431,093	.00	.00	.00	431,093.00	.0%
72411213 INSTR SUP GUIDANCE SERV REG	67,941	67,941	.00	.00	.00	67,941.00	.0%
72411313 INSTR SUP IMPROV INSTR REG	149,618	149,618	9,238.91	9,238.91	.00	140,379.09	6.2%
72421103 CLASSROOM INSTRUCTION SP ED	73,728	73,728	.00	.00	.00	73,728.00	.0%
72504200 BUILDING SERVICES	84,657	84,657	14,904.77	14,904.77	14,360.23	55,392.00	34.6%
72504300 GROUNDS SERVICES	8,850	8,850	3,465.00	3,465.00	3,535.00	1,850.00	79.1%
72504400 OPER EQUIPMENT SERVICES	5,200	5,200	.00	.00	.00	5,200.00	.0%
72531103 CLASSROOM INSTRUCTION VOC	352,990	352,990	8,670.12	8,670.12	.00	344,319.88	2.5%
72531313 INSTR SUP IMPROV INSTR VOC	44,950	44,950	2,975.88	2,975.88	.00	41,974.12	6.6%
72704200 OPER BUILDING SERVICES	29,058	29,058	359.12	359.12	321.88	28,377.00	2.3%
72704300 OPER GROUNDS SERVICES	2,100	2,100	742.50	742.50	757.50	600.00	71.4%
72704400 OPER EQUIPMENT SERVICES	1,000	1,000	.00	.00	.00	1,000.00	.0%
72804200 OPER BUILDING SERVICES	1,146,607	1,146,607	84,174.40	84,174.40	.00	1,062,432.60	7.3%
72804300 OPER GROUNDS SERVICES	600	600	.00	.00	.00	600.00	.0%
72804400 OPER EQUIPMENT SERVICES	3,700	3,700	233.45	233.45	.00	3,466.55	6.3%
73004100 OPER MANAGEMENT AND DIRECTION	188,132	188,132	12,204.39	12,204.39	.00	175,927.61	6.5%
73004200 OPER BUILDING SERVICES	1,070,087	1,070,087	238,264.86	238,264.86	422,775.21	409,046.93	61.8%
73004300 OPER GROUNDS SERVICES	138,629	138,629	15,202.95	15,202.95	3,565.30	119,860.75	13.5%
73004400 OPER EQUIPMENT SERVICES	20,700	20,700	87.69	87.69	.00	20,612.31	.4%
73004500 OPER VEHICLE SERVICES	2,500	2,500	.00	.00	.00	2,500.00	.0%
73011102 CLASSROOM INSTRUCTION REG	2,527,788	2,527,788	67,746.40	67,746.40	103,409.00	2,356,632.60	6.8%
73011103 CLASSROOM INSTRUCTION REG	3,790,432	3,736,432	222,725.61	222,725.61	140,116.89	3,373,589.50	9.7%
73011222 INSTR SUP SOCIAL WORKER REG	167,533	167,533	.00	.00	.00	167,533.00	.0%
73011223 INSTR SUP SOCIAL WORKER REG	167,533	167,533	.00	.00	.00	167,533.00	.0%
73011232 INSTR SUP HOMEBOUND REG	11,842	11,842	.00	.00	.00	11,842.00	.0%
73011233 INSTR SUP HOMEBOUND REG	59,208	59,208	.00	.00	.00	59,208.00	.0%
73011312 INSTR SUP IMPROV INSTR REG	379,430	379,430	37,576.25	37,576.25	.00	341,853.75	9.9%
73011313 INSTR SUP IMPROV INSTR REG	526,137	526,137	45,848.25	45,848.25	.00	480,288.75	8.7%
73011322 INSTR SUP MEDIA SERVICE REG	14,000	14,000	.00	.00	6,227.12	7,772.88	44.5%
73011323 INSTR SUP MEDIA SERVICE REG	3,760	3,760	.00	.00	3,000.00	760.00	79.8%
73021102 CLASSROOM INSTRUCTION SP ED	80,304	80,304	.00	.00	.00	80,304.00	.0%
73021103 CLASSROOM INSTRUCTION SP ED	206,427	260,427	.00	.00	128,038.00	132,389.00	49.2%
73021232 INSTR SUP HOMEBOUND SP ED	4,306	4,306	.00	.00	.00	4,306.00	.0%
73021233 INSTR SUP HOMEBOUND SP ED	32,295	32,295	.00	.00	.00	32,295.00	.0%
73021312 INSTR SUP IMPROV INSTR SP ED	180,333	180,333	14,162.43	14,162.43	.00	166,170.57	7.9%

FOR 2021 01

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
73021313 INSTR SUP IMPROV INSTR SP ED	180,334	180,334	14,162.53	14,162.53	.00	166,171.47	7.9%
73031103 CLASSROOM INSTRUCTION VOC	6,500	6,500	.00	.00	.00	6,500.00	.0%
73031313 INSTR SUP IMPROV INSTR VOC	130,224	130,224	7,293.69	7,293.69	.00	122,930.31	5.6%
73041102 CLASSROOM INSTRUCTION G&T	3,500	3,500	.00	.00	.00	3,500.00	.0%
73041103 CLASSROOM INSTRUCTION G&T	500	500	.00	.00	.00	500.00	.0%
73061102 CLASSROOM INSTRUCTION SUMMER	52,230	52,230	.00	.00	.00	52,230.00	.0%
73061103 CLASSROOM INSTRUCTION SUMMER	15,671	15,671	.00	.00	.00	15,671.00	.0%
73081102 CLASSROOM INSTRUCTION NR DAY	1,694,111	1,694,111	-51.89	-51.89	.00	1,694,162.89	.0%
73202220 HEALTH SERVICES	107,979	107,979	.00	.00	.00	107,979.00	.0%
73204200 BUILDING SERVICES	219,128	219,128	39,498.28	39,498.28	35,698.07	143,931.65	34.3%
73204300 GROUNDS SERVICES	11,950	11,950	4,890.60	4,890.60	4,989.40	2,070.00	82.7%
73204400 EQUIPMENT SERVICES	10,200	10,200	.00	.00	.00	10,200.00	.0%
73211102 CLASSROOM INSTRUCTION	1,541,934	1,541,934	.00	.00	.00	1,541,934.00	.0%
73211212 INSTR SUP GUIDANCE SERV	67,009	67,009	.00	.00	.00	67,009.00	.0%
73211322 INSTR SUP MEDIA SERVICE	89,764	89,764	.00	.00	.00	89,764.00	.0%
73211412 INSTR SUP OFF PRINCIPAL	207,690	207,690	8,342.55	8,342.55	.00	199,347.45	4.0%
73221102 CLASSROOM INSTRUCTION	161,084	161,084	.00	.00	.00	161,084.00	.0%
73304200 BUILDING SERVICES	222,049	222,049	43,106.20	43,106.20	43,273.07	135,669.73	38.9%
73304300 GROUNDS SERVICES	16,200	16,200	6,930.00	6,930.00	7,070.00	2,200.00	86.4%
73304400 EQUIPMENT SERVICES	11,000	11,000	.00	.00	.00	11,000.00	.0%
73311102 CLASSROOM INSTRUCTION	1,652,086	1,652,086	.00	.00	.00	1,652,086.00	.0%
73311212 INSTR SUP GUIDANCE SERV	78,932	78,932	.00	.00	.00	78,932.00	.0%
73311322 INSTR SUP MEDIA SERVICE	111,609	111,609	.00	.00	.00	111,609.00	.0%
73311412 INSTR SUP OFF PRINCIPAL	267,846	267,846	16,571.53	16,571.53	.00	251,274.47	6.2%
73321102 CLASSROOM INSTRUCTION	554,904	554,904	.00	.00	.00	554,904.00	.0%
73411102 CLASSROOM INSTRUCTION	10,000,000	6,442,780	.00	.00	.00	6,442,780.00	.0%
73600440 EQUIPMENT SERVICES	0	2,000	.00	.00	945.00	1,055.00	47.3%
73604110 CLASSROOM INSTRUCTION	0	790,370	6,500.00	6,500.00	20,280.73	763,589.27	3.4%
73604131 INSTR SUP IMPROV INSTR	0	211,118	13,989.33	13,989.33	13,103.13	184,025.54	12.8%
73604200 BUILDING SERVICES	0	0	107.53	107.53	.00	-107.53	100.0%
74231133 CARL PERKINS CY SEC CLASSROOM	0	0	767.37	767.37	.00	-767.37	100.0%
75202131 INSTR SUP IMPROV INSTR	0	0	823.71	823.71	.00	-823.71	100.0%
75212131 INSTR SUP IMPROV INSTR	0	0	1,479.85	1,479.85	.00	-1,479.85	100.0%
75911413 REGIONAL ALT PROG CY INSTR OF	0	0	7,325.85	7,325.85	.00	-7,325.85	100.0%
76051131 INSTR SUP IMPROV INSTR	0	186,629	85,236.92	85,236.92	44,316.00	57,076.08	69.4%
76108110 CLASSROOM INSTRUCTION	0	45,977	.00	.00	1,430.97	44,546.03	3.1%
76118110 CLASSROOM INSTRUCTION	0	84,867	.00	.00	.00	84,867.00	.0%
76128110 CLASSROOM INSTRUCTION	0	951	147.96	147.96	.00	803.04	15.6%
76321110 CLASSROOM INSTRUCTION	0	1,725	.00	.00	.00	1,725.00	.0%
76351110 CLASSROOM INSTRUCTION	0	0	731.52	731.52	63,045.10	-63,776.62	100.0%
76361131 INSTR SUP IMPROV INSTR	0	0	11,807.04	11,807.04	.00	-11,807.04	100.0%
76431110 CLASSROOM INSTRUCTION	0	61	60.83	60.83	.00	.17	99.7%
76441110 CLASSROOM INSTRUCTION	0	0	-1,905.75	-1,905.75	.00	1,905.75	100.0%
76481110 CLASSROOM INSTRUCTION	0	0	.00	.00	1,286.04	-1,286.04	100.0%

FOR 2021 01

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
76551110 CLASSROOM INSTRUCTION	0	39,575	.00	.00	.00	39,575.00	.0%
76632110 CLASSROOM INSTRUCTION	0	0	815.94	815.94	75,000.00	-75,815.94	100.0%
76642110 CLASSROOM INSTRUCTION	0	2,136,747	.00	.00	.00	2,136,747.00	.0%
76652110 CLASSROOM INSTRUCTION	0	0	4.09	4.09	.00	-4.09	100.0%
76691131 VA TOBACCO SF #3	0	50,000	.00	.00	.00	50,000.00	.0%
76802110 CLASSROOM INSTRUCTION	0	7,200	391.02	391.02	.00	6,808.98	5.4%
76981110 CARES ACT FUND #1	0	2,098,232	.00	.00	.00	2,098,232.00	.0%
78911102 TITLE VI, PART B #2 CLASS INS	0	0	7,117.92	7,117.92	.00	-7,117.92	100.0%
78911312 INSTR SUP IMPROV INSTR	0	0	710.46	710.46	.00	-710.46	100.0%
79011102 TITLE VI, PART B #1 CLASS INS	0	0	.00	.00	8,500.00	-8,500.00	100.0%
79939143 EMPLOYEE BENEFITS	0	0	1.08	1.08	.00	-1.08	100.0%
TOTAL SCHOOL FUND	87,226,333	89,324,565	4,066,054.71	4,066,054.71	2,102,149.75	83,156,360.54	6.9%
71 SCHOOL TEXTBOOK FUND							
73111102 CLASSROOM INSTRUCTION ELE TXB	510,000	510,000	.00	.00	2,717.00	507,283.00	.5%
73111103 CLASSROOM INSTRUCTION SEC TXB	510,000	510,000	.00	.00	2,400.00	507,600.00	.5%
TOTAL SCHOOL TEXTBOOK FUND	1,020,000	1,020,000	.00	.00	5,117.00	1,014,883.00	.5%
81 SCHOOL CAFETERIA FUND							
80105100 CAFETERIA OPERATING EXPENSES	241,471	241,471	3,615.30	3,615.30	47,676.91	190,178.79	21.2%
80305100 CAFETERIA OPERATING EXPENSES	524,689	524,689	6,477.06	6,477.06	91,503.02	426,708.92	18.7%
80805100 CAFETERIA OPERATING EXPENSES	242,677	242,677	3,030.87	3,030.87	40,065.39	199,580.74	17.8%
80905100 CAFETERIA OPERATING EXPENSES	218,519	218,519	2,600.84	2,600.84	38,308.64	177,609.52	18.7%
81005100 CAFETERIA OPERATING EXPENSES	288,597	288,597	3,710.31	3,710.31	52,629.37	232,257.32	19.5%
81105100 CAFETERIA OPERATING EXPENSES	254,773	254,773	21,010.41	21,010.41	45,086.63	188,675.96	25.9%
81305100 CAFETERIA OPERATING EXPENSES	265,044	265,044	23,203.06	23,203.06	53,913.29	187,927.65	29.1%
81405100 CAFETERIA OPERATING EXPENSES	664,604	664,604	16,698.59	16,698.59	143,652.78	504,252.63	24.1%
81405200 SCHOOL CATERING SERVICES	78,777	78,777	.00	.00	4,031.00	74,746.00	5.1%
81905100 CAFETERIA OPERATING EXPENSES	467,746	467,746	5,584.11	5,584.11	86,658.58	375,503.31	19.7%
82005100 CAFETERIA OPERATING EXPENSES	587,040	587,040	7,759.97	7,759.97	128,121.00	451,159.03	23.1%
82305100 CAFETERIA OPERATING EXPENSES	609,551	609,551	6,550.37	6,550.37	139,618.26	463,382.37	24.0%
83005100 CAFETERIA OPERATING EXPENSES	556,858	556,858	32,474.02	32,474.02	31,299.25	493,084.73	11.5%
83205100 CAFETERIA OPERATING EXPENSES	411,823	411,823	23,840.06	23,840.06	75,950.27	312,032.67	24.2%
83305100 CAFETERIA OPERATING EXPENSES	390,083	390,083	4,362.88	4,362.88	74,941.67	310,778.45	20.3%
89909140 EMPLOYEE BENEFITS	0	0	.02	.02	.00	-.02	100.0%
TOTAL SCHOOL CAFETERIA FUND	5,802,252	5,802,252	160,917.87	160,917.87	1,053,456.06	4,587,878.07	20.9%
GRAND TOTAL	179,888,843	182,457,658	9,642,018.45	9,642,018.45	4,301,320.62	168,514,319.22	7.6%

	May 29, 2020	JUNE 30, 2020
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	10,554,672.44	10,630,285.42
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	$ 656,600.30	$ 656,842.53
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, VIRGINIA
CONTINGENCY RESERVE BALANCE F/Y 2020-2021
AUGUST 25, 2020

G/L Account No. 31391610 599010

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

Appropriations Previously Approved and Finalized Since Last Meeting:

Board Meeting	Department	Purpose	Amount	
	None			
	Total Appropriations			0

CONTINGENCY RESERVE AVAILABLE - AUGUST 25, 2020		**100,000**

Request Pending at August 25, 2020 Meeting:

None		
Total Pending		0
PROJECTED CONTINGENCY RESERVE AVAILABLE	**$**	**100,000**

Henry County
Board of Supervisors

Meeting Date August 25, 2020 **Item Number** 8A

Issue
Award of Contract re: Ambulance – Public Safety

Background
Public Safety Director Matt Tatum is asking the Board to award a contract in the amount of $249,330 to Vest's Sales and Service, Inc. for a new ambulance. The ambulance will improve staff's ability to respond and treat patients experiencing symptoms of COVD-19. Vest's Sales and Service has been approved as a sole source vendor for County ambulances. Staff is recommending that Coronavirus Aid, Relief, and Economic Security (CARES) Act funds be used for this purchase. The ambulance will be delivered prior to December 30, 2020.

Attachments
Memorandum from Matt Tatum

Staff Recommendation
Staff recommends awarding a contract to Vest Sales and Service, Inc. in the amount of $249,330 for a new ambulance.

County of Henry
Department of Public Safety

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

August 14, 2020

To: Tim Hall
County Administrator

From: Matt Tatum, MPP
Director

Sub: COVID Ambulance Contract

Whenever a patient who is confirmed to be positive for COVID-19 is transported in an ambulance, that unit, as well as all of the equipment within it, is out of service for an extended period so that it can be disinfected. This process is to reduce the chances of continuing to expose staff, or any additional patients, to the disease. Due to the current call volumes and not having any additional ambulances, frequently, multiple calls are required to be answered by this unit before the proper, thorough, disinfecting process can take place.

I request that another ambulance, as well as the required equipment associated with the ambulance, be purchased utilizing the CARES fund. This will allow us to have a complete ambulance, ready for service, that can be used while an exposed ambulance is being adequately disinfected.

Vest's Sales and Service, Inc, located in Check, VA, has been identified as a sole source provider for Osage Ambulances (the brand currently used by the County) for Henry County. I have discussed this purchase with Vest's Sales and obtained an assurance, with an immediate order, the unit will be built to our specs and delivered to us before 12/30/2020, the deadline associated with the CARES fund.

I ask the Board of Supervisors to award a contract to Vest Sales and Service Inc. for $249,330.00 for an Osage ambulance module onto a new Ram 4X4 chassis. Funds for this project will come from the CARES fund.

Please contact me should you have any questions and comments.

Enc. Vest's Proposal

Henry County
Board of Supervisors

Meeting Date August 25, 2020 **Item Number** 8B

Issue
Consideration of Performance Agreements With Drake Extrusion and Applied Felts/Ferratex Solutions

Background
Because of the ongoing pandemic response, economic development announcements have transitioned from the regular in-person announcement to the issuance of press releases from the Governor's Office. Two companies located in Henry County – Drake Extrusion and Applied Felts/Ferratex Solutions -– announced expansions earlier this year via this new method. The Board of Supervisors is being asked to formally approve the Performance Agreements for each of these expansions. The Henry County Industrial Development Authority also will consider approval of these documents.

Attachments
1. Commonwealth Opportunity Fund Performance Agreement for Applied Felts/Ferratex Solutions
2. Commonwealth Opportunity Fund Performance Agreement for Drake Extrusion
3. Harvest Opportunity Fund Performance Agreement for Drake Extrusion

Staff Recommendation
Staff recommends approval of the Performance Agreements, pending approval by the Industrial Development Authority.

COMMONWEALTH'S DEVELOPMENT OPPORTUNITY FUND

PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** (this "Agreement") is made and entered as of July 30, 2020, by and among the **COUNTY OF HENRY, VIRGINIA** (the "Locality"), a political subdivision of the Commonwealth of Virginia (the "Commonwealth"), **APPLIED FELTS, INC.**, a Virginia corporation, and **FERRATEX SOLUTIONS, LLC**, a Virginia limited liability company (together, jointly and severally, the "Company"), the **INDUSTRIAL DEVELOPMENT AUTHORITY OF THE COUNTY OF HENRY, VIRGINIA** (the "Authority"), a political subdivision of the Commonwealth, and the **VIRGINIA ECONOMIC DEVELOPMENT PARTNERSHIP AUTHORITY** ("VEDP"), a political subdivision of the Commonwealth.

WITNESSETH:

WHEREAS, the Locality has been awarded a grant of and expects to receive $65,000 (the "COF Grant") from the Commonwealth's Development Opportunity Fund (the "Fund") through VEDP for the purpose of inducing the Company to acquire, equip, improve and operate a manufacturing facility in the Locality (the "Facility"), thereby making a significant Capital Investment, and creating and Maintaining a significant number of New Jobs, as such capitalized terms are hereinafter defined;

WHEREAS, the Company has existing facilities in the Locality (the "Existing Facility" and, together with the Facility, the "Henry County Facilities");

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

WHEREAS, the Locality, the Authority, the Company, and VEDP desire to set forth their understanding and agreement as to the payout of the COF Grant, the use of the COF Grant proceeds, and the obligations of the Company regarding Capital Investment and New Jobs;

WHEREAS, the acquisition, equipping, improvement and operation of the Facility will entail a capital expenditure by or on behalf of the Company of approximately $1,950,000, of which approximately $1,750,000 will be invested in machinery and tools, and approximately $200,000 will be invested in the improvement and up-fit of the building for the Facility;

WHEREAS, the acquisition, equipping, improvement and operation of the Facility will further entail the creation and Maintenance of 15 New Jobs at the Henry County Facilities; and

WHEREAS, the stimulation of the additional tax revenue and economic activity to be generated by the Capital Investment and New Jobs constitutes a valid public purpose for the expenditure of public funds and is the animating purpose for the COF Grant:

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

Section 1. Definitions.

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

"Capital Investment" means a capital expenditure by or on behalf of the Company in taxable real property, taxable tangible personal property, or both, at the Facility. The purchase or lease of machinery and tools or furniture, fixtures, and business personal property, including under an operating lease, and expected building up-fit and improvements by or on behalf of the Company will qualify as Capital Investment. The Capital Investment must be in addition to the capital improvements at the Facility as of June 1, 2020.

"Existing Facility" means the Company's existing facilities in the Locality. As of June 1, 2020, there are 155 full-time positions at the Existing Facility as of June 1, 2020.

"Henry County Facilities" means the Existing Facility and the Facility.

"Maintain" means that the New Jobs will continue without interruption from the date of creation through the Performance Date. Positions for the New Jobs will be treated as Maintained during periods in which such positions are not filled due to (i) temporary reductions in the Company's employment levels (so long as there is active recruitment for open positions), (ii) strikes, and (iii) other temporary work stoppages.

"New Job" means new permanent full-time employment of an indefinite duration at the Henry County Facilities for which the standard fringe benefits are provided by the Company for the employee, and for which the Company pays an average annual wage of at least $50,000. Average annual wage means the average annual salary of full-time positions at the Henry County Facilities determined by dividing total payroll (of a type included in W-2 compensation) provided to full-time positions at the Henry County Facilities by the number of full-time positions at the Henry County Facilities. Each New Job must require a minimum of either (i) 35 hours of an employee's time per week for the entire normal year of the Company's operations, which "normal year" must consist of at least 48 weeks, or (ii) 1,680 hours per year. Seasonal or temporary positions, and positions with construction contractors, vendors, suppliers and similar multiplier or spin-off jobs shall not qualify as New Jobs. Except as noted in the next sentence, positions created when a job function is shifted from an existing location in the Commonwealth shall not qualify as New Jobs. New Jobs may include full-time positions moved between the Facility and the Existing Facility. As of June 1, 2020, there are no full-time positions at the Facility.

"Performance Date" means December 31, 2024. If the Locality, in consultation with the Authority and VEDP, deems that good faith and reasonable efforts have been made and are being

made by the Company to achieve the Targets, the Locality may, at any time prior to the Performance Date, request an extension of the Performance Date by up to 15 months. Any extension of the Performance Date shall require the prior approval of the Company and the Board of Directors of VEDP (the "Board"). If the Performance Date is extended, the Locality shall send written notice of the extension to the Authority, the Company and VEDP and the date to which the Performance Date has been extended shall be the "Performance Date" for the purposes of this Agreement.

"Targets" means the Company's obligations to make or cause to be made Capital Investments at the Facility of at least $1,950,000 and to create and Maintain at least 15 New Jobs at the Henry County Facilities, all as of the Performance Date.

"Virginia Code" means the Code of Virginia of 1950, as amended.

Section 2. <u>Targets; Statutory Criteria</u>.

(a) *Targets:* The Company will acquire, equip, improve and operate the Facility in the Locality, make or cause to be made a Capital Investment of at least $1,950,000, and create and Maintain at least 15 New Jobs, all as of the Performance Date.

(b) *Encouragement to Offer New Jobs to Residents of the Commonwealth:* The Locality, the Authority, and VEDP hereby strongly encourage the Company to ensure that at least 30% of the New Jobs are offered to "Residents" of the Commonwealth, as defined in Virginia Code Section 58.1-302. In pertinent part, that definition includes natural persons domiciled in Virginia or natural persons who, for an aggregate of more than 183 days of the year, maintained a place of abode within the Commonwealth, whether domiciled in the Commonwealth or not.

(c) *Prevailing Wage; Unemployment and Poverty Rates:* The average annual wage of the New Jobs of at least $50,000 is more than the prevailing average annual wage in the Locality of $34,329. The Locality is a high-unemployment locality, with an unemployment rate for 2019, which is the last year for which such data is available, of 3.3% as compared to the 2019 statewide unemployment rate of 2.8%. The Locality is a high-poverty locality, with a poverty rate for 2018, which is the last year for which such data is available, of 20.0% as compared to the 2018 statewide poverty rate of 10.7%.

(d) *Disclosure of Political Contributions:* The Company acknowledges that the name of the Company will be shared by VEDP with the Governor of Virginia, and any campaign committee or political action committee associated with the Governor. The Company acknowledges that within 18 months of the date of this Performance Agreement, the Governor, his campaign committee, and his political action committee will submit to the Virginia Conflict of Interest and Ethics Advisory Council a report listing any contribution, gift, or other item with a value greater than $100 provided by the Company to the Governor, his campaign committee, or his political action committee, respectively, during the period from the date of the Company's application for the COF Grant through the one-year period immediately after the date of this Agreement.

(e) *Support for Virginia's and Locality's Economic Development Efforts*: Recognizing that it is in the best interest of all parties for the Commonwealth and the Locality to achieve sustained economic growth, the parties will periodically engage with one another to advise on economic development strategies and initiatives for the Commonwealth and the Locality, such as promoting the attributes of the Commonwealth and the Locality as great places to do business, or highlighting important industry trends and/or business development opportunities that the Commonwealth or the Locality may wish to pursue. Such engagement would include the Company's participation in occasional business retention and expansion visits from VEDP or Locality personnel, as deemed appropriate based on the project parameters and nature of the incentives provided to the Company.

Section 3. <u>Disbursement of COF Grant</u>.

(a) *Disbursement of the COF Grant:* The disbursement of the COF Grant proceeds to the Company will serve as an inducement to the Company to achieve the Targets.

Within 90 days after the Performance Date, the Company will provide the Performance Date Report described in Section 5(b). Through this report, the Company will provide notice and evidence to the Locality, the Authority and VEDP of the amount of Capital Investments made or caused to be made and retained, and the number of New Jobs created and Maintained, as of the Performance Date. The report will be subject to verification by the Locality and VEDP.

Upon such verification, the amount of the COF Grant proceeds to be disbursed shall be calculated as follows:

If Statutory Minimum Requirements Not Met: If, as of the Performance Date, the Company has not made or caused to be made and retained Capital Investments of at least $1,500,000 and created and Maintained at least 15 New Jobs, it will not receive any of the proceeds of the COF Grant. These are the statutory minimum requirements (the "Statutory Minimum Requirements") for a grant from the Fund under the Virginia Code for a project located in the Locality.

If Targets Met: If, as of the Performance Date, the Company has made or caused to be made and retained Capital Investments of at least $1,950,000 and created and Maintained at least 15 New Jobs, the Company will receive all $65,000 of the proceeds of the COF Grant.

If Statutory Minimum Requirements Met and Targets Not Met: If, as of the Performance Date, the Company has achieved the Statutory Minimum Requirements, but has not achieved the full Capital Investment Target of $1,950,000, the Company will qualify for a reduced disbursement of the COF Grant. In calculating the reduced disbursement, the COF Grant is to be allocated as 10% ($6,500) for the Company's Capital Investment Target, and 90% ($58,500) for the Company's New Jobs Target. If the Company achieved the Statutory Minimum Requirements, but has not fully achieved the Capital Investment Target, the Company will not receive that part of the COF Grant that is proportional to the

shortfall in the Capital Investment Target. For example, if as of the Performance Date, only $1,755,000 of the Capital Investment has been made and retained (reflecting achievement of 90% of the Capital Investment Target), and at least 15 New Jobs have been created and Maintained, the Company will receive $5,850 (reflecting 90% of the $6,500 allocated to the Capital Investment Target), *plus* $58,500 (reflecting 100% of the $58,500 allocated to the New Jobs Target), for a total of $64,350. This amounts reflect the percentage of the shortfall from the expected amount of Capital Investment, multiplied by the portion of the COF Grant proceeds available to the Company allocated to the Capital Investment Target.

The COF Grant proceeds shall be retained in the Fund until needed for disbursement or the COF Grant is withdrawn in accordance with the terms of this Agreement. Within 30 days after verification of the Performance Date Report, if any amount of COF Grant proceeds are available for disbursement to the Company, as determined in accordance with the foregoing calculations, VEDP will disburse that amount to the Locality. Within 30 days after receipt of such amount, the Locality will disburse such COF Grant proceeds to the Authority. Within 30 days after receipt of such amount, the Authority will disburse such COF Grant proceeds to the Company.

If no COF Grant proceeds are available for disbursement to the Company, as determined in accordance with the foregoing calculations, then, automatically: (i) the Company's rights under this Agreement will terminate, (ii) the COF Grant will be withdrawn, and (iii) the proceeds of the COF Grant retained in the Fund will be freed for redeployment to support other economic development projects, as permitted by the Virginia Code. If less than $65,000 of the COF Grant proceeds are available for disbursement to the Company, as determined in accordance with the foregoing calculations, then, automatically, the amount of the proceeds of the COF Grant not available for disbursement to the Company will be retained in the Fund will be freed for redeployment to support other economic development projects, as permitted by the Virginia Code.

(b) *Use of the COF Grant Proceeds:* The Company will use the COF Grant proceeds to pay or reimburse the cost of the construction or build-out of a building for the Facility, as permitted by Section 2.2-115(D) of the Virginia Code.

Section 4. <u>Break-Even Point; State and Local Incentives</u>.

(a) *State-Level Incentives:* VEDP has estimated that the Commonwealth will reach its "break-even point" by the Performance Date. The break-even point compares new revenues realized as a result of the Capital Investment and New Jobs with the Commonwealth's expenditures on discretionary incentives, including but not limited to the COF Grant. With regard to the Facility, the Commonwealth expects to provide discretionary incentives in the following amounts:

Category of Incentive:	Total Amount
COF Grant	$65,000
Enterprise Zone Job Creation Grant ("EZJCG") (Estimated)	44,000

Enterprise Zone Real Property Investment Grant ("EZRPIG") (Estimated)	20,000
Virginia Jobs Investment Program ("VJIP") (Approximate Value)	12,750

The proceeds of the COF Grant shall be used for the purposes described in Section 3(b). The proceeds of the EZJCG and the EZRPIG may be used by the Company for any lawful purpose. The VJIP program proceeds shall be used by the Company to pay or reimburse itself for recruitment and training costs.

(b) *Local-Level Incentives:* The Locality expects to provide the following discretionary incentives, as matching grants or otherwise, for the Facility by the Performance Date:

Category of Incentive:	Total Amount
Machinery and Tools Tax Grant	$65,371
Cash Grant	50,000
Local Enterprise Zone Incentives (Approximate Value)	3,330

If, by the Performance Date, the total of all Local-Level Incentives disbursed or provided, or committed to be disbursed or provided, by the Locality to the Company is less than the $65,000 COF Grant local match requirement, the Locality, subject to appropriation, will make an additional grant to the Company of the difference promptly after Performance Date, so long as the Company has met its Targets.

The proceeds of any Local-Level Incentives may be used by the Company for any lawful purpose.

(c) *Other Incentives:* This Agreement relates solely to the COF Grant. The qualification for, and payment of all State-Level Incentives and Local-Level Incentives, except for the COF Grant, will be governed by separate arrangements between the Company and the entities offering the other incentives.

Section 5. Company Reporting.

(a) *Progress Reporting:* The Company shall provide, at the Company's expense, in the form attached hereto as Exhibit A, detailed verification satisfactory to the Locality, the Authority, and VEDP of the Company's progress on the Targets. Such progress reports will be provided annually by April 1, starting at April 1, 2021, and covering the period through the prior December 31. Further, the Company shall provide progress reports at such other times as the Locality, the Authority, or VEDP may require.

(b) *Performance Date Report:* The Company shall provide, at the Company's expense, in the form attached hereto as Exhibit B (the "Performance Date Report"), detailed verification satisfactory to the Locality, the Authority, and VEDP of the Company's achievement of the Targets. The Performance Date Report shall be filed within 90 days after the Performance Date.

Should the Company be unable to file the Performance Date Report within the 90-day timeframe, the Company may request a 60-day delay in filing the Performance Date Report. VEDP will require a $3,000 fee, payable to VEDP, to process the request for the filing delay. Should the Company not file the Performance Date Report within the 90-day window nor request a filing delay (including payment of the required fee), or if the Company requests a filing delay but does not file the Performance Date Report prior to the new filing deadline, VEDP will withhold any COF Grant payment that might otherwise be due and all rights of the Company under this Agreement will automatically terminate.

(c) *Virginia Corporate Income Tax Information:* With each such progress report or the Performance Date Report, the Company shall report to VEDP the amount paid by the Company (or for a pass-through entity, by its shareholders, members or partners) in the prior calendar year in Virginia corporate (or for a pass-through entity, personal) income tax. VEDP hereby represents to the Company that it considers such information to be confidential proprietary information that is exempt from public disclosure under the Virginia Freedom of Information Act and that such information will be used by VEDP solely in calculating aggregate return on invested capital analyses for purposes of gauging the overall effectiveness of economic development incentives.

Section 6. <u>Verification of Targets</u>.

(a) *Verification of Capital Investment:* The Company hereby authorizes the Locality, including the Locality's Commissioner of the Revenue and Treasurer, to release to VEDP the Company's real estate tax, business personal property tax and machinery and tools tax information. Such information shall be marked and considered confidential and proprietary and shall be used by VEDP solely for verifying satisfaction of the Capital Investment Target. If the Locality, the Office of the Commissioner of the Revenue or the Office of the Treasurer should require additional documentation or consents from the Company to access such information, the Company shall promptly provide, at the Company's expense, such additional documentation or consents as the Locality, the Authority, or VEDP may request. In accordance with Virginia Code Section 58.1-3122.3, VEDP is entitled to receive the Company's real estate tax, business personal property tax and machinery and tools tax information from the Locality's Commissioner of the Revenue.

(b) *Verification of New Jobs and Wages:* The Company must submit copies of its four most recent Employer's Quarterly Tax Reports (Form FC-20) for the Henry County Facilities, as filed with the Virginia Employment Commission, with the Performance Date Report. The forms shall be marked and considered confidential and proprietary and shall be used by VEDP solely for verifying satisfaction of the New Jobs Target. In accordance with Virginia Code Section 60.2-114, VEDP is entitled to receive the Company's employment level and wage information from the Virginia Employment Commission.

The Company agrees that it will report to the Virginia Employment Commission with respect to its employees at a facility-level, rather than at the company-level.

(c) *Additional Documentation:* In addition to the verification data described above, in the sole discretion of the Locality, the Authority, or VEDP, the Locality, the Authority or VEDP, may each require such other documentation or audits as may be required to properly verify the Capital Investment and New Jobs.

Section 7. Redeployment.

If the Locality, the Authority or VEDP shall determine at any time prior to the Performance Date that the Company is unable or unwilling to meet and Maintain its Targets by and through the Performance Date, and if the Locality, the Authority or VEDP shall have promptly notified the Company of such determination, then, automatically: (i) the Company's rights under this Agreement will terminate, (ii) the COF Grant will be withdrawn, and (iii) the proceeds of the COF Grant retained in the Fund will be freed for redeployment to support other economic development projects, as permitted by the Virginia Code. Such a determination will be based on such circumstances as a filing by or on behalf of the Company under Chapter 7 of the U.S. Bankruptcy Code, the liquidation of the Company, an abandonment of the Henry County Facilities by the Company or other similar significant event that demonstrates that the Company will be unable or is unwilling to satisfy the Targets for the COF Grant.

Section 8. Notices.

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

if to the Company, to:
[Applied Felts, Inc.]
[FerraTex Solutions, LLC]
_____
_____
Email: cfleming@appliedfelts.com
Attention: Carl Fleming_____

if to the Locality, to:
County of Henry, Virginia
Mailing Address:
P.O. Box 7

County of Henry, Virginia
Mailing Address:
P.O. Box 7

Collinsville, Virginia 24078
Physical Address:
3300 Kings Mountain Road
Martinsville, Virginia 24078
Email: thall@co.henry.va.us
Attention: Tim Hall, County Administrator

Collinsville, Virginia 24078
Physical Address:
3300 Kings Mountain Road
Martinsville, Virginia 24078
Email: glyle@co.henry.va.us
Attention: George Lyle, County Attorney

if to the Authority, to:

Industrial Development Authority of the County of Henry, Virginia
c/o County of Henry, Virginia
Mailing Address:
P.O. Box 7
Collinsville, Virginia 24078
Physical Address:
3300 Kings Mountain Road
Martinsville, Virginia 24078
Email: thall@co.henry.va.us
Attention: Chair

with a copy to:

if to VEDP, to:

Virginia Economic Development Partnership
One James Center, Suite 900
901 East Cary Street
Richmond, Virginia 23219
Email: moret@vedp.org
Attention: President and CEO

with a copy to:

Virginia Economic Development Partnership
One James Center, Suite 900
901 East Cary Street
Richmond, Virginia 23219
Email: smcninch@vedp.org
Attention: General Counsel

Section 9. Miscellaneous.

(a) *Entire Agreement; Amendments:* This Agreement constitutes the entire agreement among the parties hereto as to the COF Grant and may not be amended or modified, except in writing, signed by each of the parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The Company may not assign its rights and obligations under this Agreement without the prior written consent of the Locality, the Authority and VEDP.

(b) *Governing Law; Venue:* This Agreement is made, and is intended to be performed, in the Commonwealth and shall be construed and enforced in accordance with the laws of the Commonwealth. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Circuit Court of the City of Richmond, and such litigation shall be brought only in such court.

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

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

(e) *Attorneys' Fees:* Attorneys' fees shall be paid by the party incurring such fees.

(f) *Force Majeure*: Notwithstanding the foregoing provisions of this Agreement, if the Company does not achieve a Target or take any action required under this Agreement because of an "Event of Force Majeure" (as defined below), the time for achieving the applicable Target or taking such action will be extended day-for-day by the delay in meeting the applicable Target or taking such action caused by the Event of Force Majeure. "Event of Force Majeure" means without limitation, any of the following: acts of God; strikes, lockouts or other industrial disturbances; act of public enemies; orders of any kind of the government of the United States of America or of the Commonwealth or any of their respective departments, agencies, political subdivisions or officials, or any civil or military authority; insurrections; riots; epidemics; pandemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery, transmission pipes or canals not caused by the Company; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the Company.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed below by their duly authorized representatives, as of the date first above written.

COUNTY OF HENRY, VIRGINIA

By _____
Name: _____
Title: _____
Date: _____

INDUSTRIAL DEVELOPMENT AUTHORITY OF THE COUNTY OF HENRY, VIRGINIA

By _____
Name: _____
Title: _____
Date: _____

APPLIED FELTS, INC.

By _____
Name: Carl Fleming
Title: USA Based CFO
Date: __08/12/20_____

FERRATEX SOLUTIONS, LLC

By _____
Name: Carl Fleming
Title: USA Based CFO
Date: __08/12/20_____

VIRGINIA ECONOMIC DEVELOPMENT PARTNERSHIP AUTHORITY

By _____
Name: _____
Title: _____
Date: _____

Exhibit A: Annual Progress Report Form
Exhibit B: Performance Date Report Form

Exhibit A

ANNUAL PROGRESS REPORT
COMMONWEALTH'S DEVELOPMENT OPPORTUNITY FUND

PROJECT SUMMARY:

Project	
Location	
Amount of Grant	
Performance Reporting Period	
Performance Date	

PROJECT PERFORMANCE:

Performance Measurement	Target	As of _____	% Complete
New Jobs (over ____ baseline)[1]			
Confidence level target will be reached by Performance Date shown above (check one)	High ☐	Moderate ☐	Low ☐
Capital Investment (provide breakdown below)[2]			
Confidence level target will be reached by Performance Date shown above (check one)	High ☐	Moderate ☐	Low ☐
Average Annual Wage			N/A
Confidence level target will be reached by Performance Date shown above (check one)	High ☐	Moderate ☐	Low ☐
Standard Fringe Benefits (check one)	Yes ☐	No ☐	N/A
Virginia Corporate Income Tax Paid in Prior Calendar Year[3]	$		

[1] Data will be verified using Virginia Employment Commission records.
[2] Data will be verified with locality records.
[3] This confidential information is protected from disclosure pursuant to § 2.2-3705.6 of FOIA.

Capital Investment Breakdown	Amount
Land	$
Land Improvements	$
New Construction or Expansion	$
Renovation or Building Up-fit	$
Production Machinery and Tools	$
Furniture, Fixtures and Equipment	$
Other	$
Total	**$**

COMMENTS:

Discuss project status, including the current level of new jobs and capital investment, progress on targets, changes or likely changes in project's nature that may impact achievement of targets, and other information relevant to project performance. If the project is not on track to meet targets, please provide an explanation.

TO BE CERTIFIED BY AN OFFICER OF THE COMPANY:

I certify that I have examined this report and to the best of my knowledge and belief, it is true, correct, and complete.

Company: _____

Submitted By: _____
Signature of Official

Name: _____
Print Name

Title: _____

Date: _____

Please return to:

Kim Ellett, Incentives Compliance Manager, Virginia Economic Development Partnership, 804.545.5618, kellett@vedp.org

Exhibit B

PERFORMANCE DATE REPORT
COMMONWEALTH'S DEVELOPMENT OPPORTUNITY FUND

PROJECT SUMMARY:

Project	
Location	
Amount of Grant	
Performance Date	

PROJECT PERFORMANCE:[1]

Performance Measurement	Target	As of _____	% Complete
New Jobs (over __ baseline)[2]			
Capital Investment (provide breakdown below)[3]			
Average Annual Wage			N/A
Standard Fringe Benefits			
Virginia Corporate Income Tax Paid in Prior Calendar Year[4]	$		

Capital Investment Breakdown	Amount
Land	$
Land Improvements	$
New Construction or Expansion	$
Renovation or Building Up-fit	$
Production Machinery and Tools	$
Furniture, Fixtures and Equipment	$
Other	$
Total	**$**

[1] Final, actual performance will be reported on VEDP's public reporting website.
[2] Attach the company's four most recent Quarterly Tax Reports (Form FC-20) filed with the Virginia Employment Commission.
[3] Data will be verified using records from the Commissioner of the Revenue and, if requested, invoices.
[4] This confidential information is protected from disclosure pursuant to § 2.2-3705.6 of FOIA.

LOCAL MATCH:

Goal	
Actual	

COMMENTS:

Discuss Project status or the importance of the Project to the locality and region.

TO BE CERTIFIED BY AN OFFICER OF THE COMPANY:

I certify that I have examined this report and to the best of my knowledge and belief, it is true, correct, and complete.

Company: _____

Submitted By: _____
Signature of Official

Name: _____
Print Name

Title: _____

Date: _____

Please return to:

Kim Ellett, Incentives Compliance Manager, Virginia Economic Development Partnership, 804.545.5618, kellett@vedp.org

COMMONWEALTH'S DEVELOPMENT OPPORTUNITY FUND

PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** (this "Agreement") is made and entered as of _____, ____, 2020, by and among the **COUNTY OF HENRY, VIRGINIA** (the "Locality"), a political subdivision of the Commonwealth of Virginia (the "Commonwealth"), **DRAKE EXTRUSION, INC.** (the "Company"), a Delaware limited liability company authorized to transact business in the Commonwealth, the **INDUSTRIAL DEVELOPMENT AUTHORITY OF THE COUNTY OF HENRY, VIRGINIA** (the "Authority"), a political subdivision of the Commonwealth, and the **VIRGINIA ECONOMIC DEVELOPMENT PARTNERSHIP AUTHORITY** ("VEDP"), a political subdivision of the Commonwealth.

WITNESSETH:

WHEREAS, the Locality has been awarded a grant of and expects to receive $90,000 (the "COF Grant") from the Commonwealth's Development Opportunity Fund (the "Fund") through VEDP for the purpose of inducing the Company to expand, equip, improve and operate a manufacturing facility in the Locality (the "Facility"), thereby making a significant Capital Investment, and creating and Maintaining a significant number of New Jobs, as such capitalized terms are hereinafter defined;

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

WHEREAS, the Locality, the Authority, the Company, and VEDP desire to set forth their understanding and agreement as to the payout of the COF Grant, the use of the COF Grant proceeds, and the obligations of the Company regarding Capital Investment and New Jobs;

WHEREAS, the expansion, equipping, improvement and operation of the Facility will entail a capital expenditure by or on behalf of the Company of approximately $6,850,000, of which approximately $6,100,000 will be invested in machinery and tools, and approximately $750,000 will be invested in the expansion and up-fit of the building for the Facility;

WHEREAS, the expansion, equipping, improvement and operation of the Facility will further entail the creation and Maintenance of 30 New Jobs at the Facility; and

WHEREAS, the stimulation of the additional tax revenue and economic activity to be generated by the Capital Investment and New Jobs constitutes a valid public purpose for the expenditure of public funds and is the animating purpose for the COF Grant:

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

Section 1. <u>Definitions</u>.

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

"Capital Investment" means a capital expenditure by or on behalf of the Company in taxable real property, taxable tangible personal property, or both, at the Facility. The purchase or lease of machinery and tools or furniture, fixtures, and business personal property, including under an operating lease, and expected building up-fit and improvements by or on behalf of the Company will qualify as Capital Investment. The Capital Investment must be in addition to the capital improvements at the Facility as of June 1, 2020.

"Maintain" means that the New Jobs will continue without interruption from the date of creation through the Performance Date. Positions for the New Jobs will be treated as Maintained during periods in which such positions are not filled due to (i) temporary reductions in the Company's employment levels (so long as there is active recruitment for open positions), (ii) strikes, and (iii) other temporary work stoppages.

"New Job" means new permanent full-time employment of an indefinite duration at the Facility for which the standard fringe benefits are provided by the Company for the employee, and for which the Company pays an average annual wage of at least $34,500. Average annual wage means the average annual salary of full-time positions at the Facility determined by dividing total payroll (of a type included in W-2 compensation) provided to full-time positions at the Facility by the number of full-time positions at the Facility. Each New Job must require a minimum of either (i) 35 hours of an employee's time per week for the entire normal year of the Company's operations, which "normal year" must consist of at least 48 weeks, or (ii) 1,680 hours per year. Seasonal or temporary positions, positions created when a job function is shifted from an existing location in the Commonwealth, and positions with construction contractors, vendors, suppliers and similar multiplier or spin-off jobs shall not qualify as New Jobs. The New Jobs must be in addition to the ____ full-time positions at the Facility as of June 1, 2020. [PLEASE CONFIRM THE 060120 FULL-TIME HEADCOUNT AT THE FACILITY]

"Performance Date" means December 31, 2024. If the Locality, in consultation with the Authority and VEDP, deems that good faith and reasonable efforts have been made and are being made by the Company to achieve the Targets, the Locality may, at any time prior to the Performance Date, request an extension of the Performance Date by up to 15 months. Any extension of the Performance Date shall require the prior approval of the Company and the Board of Directors of VEDP (the "Board"). If the Performance Date is extended, the Locality shall send written notice of the extension to the Authority, the Company and VEDP and the date to which the Performance Date has been extended shall be the "Performance Date" for the purposes of this Agreement.

"Targets" means the Company's obligations to make or cause to be made Capital Investments at the Facility of at least $6,850,000 and to create and Maintain at least 30 New Jobs at the Facility, all as of the Performance Date.

"Virginia Code" means the Code of Virginia of 1950, as amended.

Section 2. <u>Targets; Statutory Criteria</u>.

(a) *Targets:* The Company will expand, equip, improve and operate the Facility in the Locality, make or cause to be made a Capital Investment of at least $6,850,000, and create and Maintain at least 30 New Jobs, all as of the Performance Date.

(b) *Encouragement to Offer New Jobs to Residents of the Commonwealth:* The Locality, the Authority, and VEDP hereby strongly encourage the Company to ensure that at least 30% of the New Jobs are offered to "Residents" of the Commonwealth, as defined in Virginia Code Section 58.1-302. In pertinent part, that definition includes natural persons domiciled in Virginia or natural persons who, for an aggregate of more than 183 days of the year, maintained a place of abode within the Commonwealth, whether domiciled in the Commonwealth or not.

(c) *Prevailing Wage; Unemployment and Poverty Rates:* The average annual wage of the New Jobs of at least $34,500 is more than the prevailing average annual wage in the Locality of $34,329. The Locality is a high-unemployment locality, with an unemployment rate for 2019, which is the last year for which such data is available, of 3.3% as compared to the 2019 statewide unemployment rate of 2.8%. The Locality is a high-poverty locality, with a poverty rate for 2018, which is the last year for which such data is available, of 20.0% as compared to the 2018 statewide poverty rate of 10.7%.

(d) *Disclosure of Political Contributions:* The Company acknowledges that the name of the Company will be shared by VEDP with the Governor of Virginia, and any campaign committee or political action committee associated with the Governor. The Company acknowledges that within 18 months of the date of this Performance Agreement, the Governor, his campaign committee, and his political action committee will submit to the Virginia Conflict of Interest and Ethics Advisory Council a report listing any contribution, gift, or other item with a value greater than $100 provided by the Company to the Governor, his campaign committee, or his political action committee, respectively, during the period from the date of the Company's application for the COF Grant through the one-year period immediately after the date of this Agreement.

(e) *Support for Virginia's and Locality's Economic Development Efforts*: Recognizing that it is in the best interest of all parties for the Commonwealth and the Locality to achieve sustained economic growth, the parties will periodically engage with one another to advise on economic development strategies and initiatives for the Commonwealth and the Locality, such as promoting the attributes of the Commonwealth and the Locality as great places to do business, or highlighting important industry trends and/or business development opportunities that the Commonwealth or the Locality may wish to pursue. Such engagement would include the Company's participation in occasional business retention and expansion visits from VEDP or Locality personnel, as deemed appropriate based on the project parameters and nature of the incentives provided to the Company.

Section 3. <u>Disbursement of COF Grant</u>.

(a) *Disbursement of the COF Grant:* The disbursement of the COF Grant proceeds to the Company will serve as an inducement to the Company to achieve the Targets.

Within 90 days after the Performance Date, the Company will provide the Performance Date Report described in Section 5(b). Through this report, the Company will provide notice and evidence to the Locality, the Authority and VEDP of the amount of Capital Investments made or caused to be made and retained, and the number of New Jobs created and Maintained, as of the Performance Date. The report will be subject to verification by the Locality and VEDP.

Upon such verification, the amount of the COF Grant proceeds to be disbursed shall be calculated as follows:

If Statutory Minimum Requirements Not Met: If, as of the Performance Date, the Company has not made or caused to be made and retained Capital Investments of at least $1,500,000 and created and Maintained at least 15 New Jobs, it will not receive any of the proceeds of the COF Grant. These are the statutory minimum requirements (the "Statutory Minimum Requirements") for a grant from the Fund under the Virginia Code for a project located in the Locality.

If Targets Met: If, as of the Performance Date, the Company has made or caused to be made and retained Capital Investments of at least $6,850,000 and created and Maintained at least 30 New Jobs, the Company will receive all $90,000 of the proceeds of the COF Grant.

If Statutory Minimum Requirements Met and Targets Not Met: If, as of the Performance Date, the Company has achieved the Statutory Minimum Requirements, but has not achieved the full Capital Investment of $6,850,000 and created and Maintained at least 30 New Jobs, the Company will qualify for a reduced disbursement of the COF Grant. In calculating the reduced disbursement, the COF Grant is to be allocated as 10% ($9,000) for the Company's Capital Investment Target, and 90% ($81,000) for the Company's New Jobs Target. If the Company achieved the Statutory Minimum Requirements, but has not fully achieved the Targets, the Company will not receive that part of the COF Grant that is proportional to the Target or Targets for which there is a shortfall. For example, if as of the Performance Date, only $6,165,000 of the Capital Investment has been made and retained (reflecting achievement of 90% of the Capital Investment Target), and only 15 New Jobs have been created and Maintained (reflecting achievement of 50% of the New Jobs Target), the Company will receive $8,100 (reflecting 90% of the $9,000 allocated to the Capital Investment Target), *plus* $40,500 (reflecting 50% of the $81,000 allocated to the New Jobs Target), for a total of $48,600. These amounts reflect the percentages of the shortfall from the expected amount of Capital Investment and expected number of New Jobs, each multiplied by the portion of the COF Grant proceeds available to the Company allocated to that Target.

The COF Grant proceeds shall be retained in the Fund until needed for disbursement or the COF Grant is withdrawn in accordance with the terms of this Agreement. Within 30 days after verification of the Performance Date Report, if any amount of COF Grant proceeds are available for disbursement to the Company, as determined in accordance with the foregoing calculations, VEDP will disburse that amount to the Locality. Within 30 days after receipt of such amount, the Locality will disburse such COF Grant proceeds to the Authority. Within 30 days after receipt of such amount, the Authority will disburse such COF Grant proceeds to the Company.

If no COF Grant proceeds are available for disbursement to the Company, as determined in accordance with the foregoing calculations, then, automatically: (i) the Company's rights under this Agreement will terminate, (ii) the COF Grant will be withdrawn, and (iii) the proceeds of the COF Grant retained in the Fund will be freed for redeployment to support other economic development projects, as permitted by the Virginia Code. If less than $90,000 of the COF Grant proceeds are available for disbursement to the Company, as determined in accordance with the foregoing calculations, then, automatically, the amount of the proceeds of the COF Grant not available for disbursement to the Company will be retained in the Fund will be freed for redeployment to support other economic development projects, as permitted by the Virginia Code.

(b) *Use of the COF Grant Proceeds:* The Company will use the COF Grant proceeds to pay or reimburse the cost of the construction or build-out of a building for the Facility, as permitted by Section 2.2-115(D) of the Virginia Code.

Section 4. <u>Break-Even Point; State and Local Incentives</u>.

(a) *State-Level Incentives:* VEDP has estimated that the Commonwealth will reach its "break-even point" by the Performance Date. The break-even point compares new revenues realized as a result of the Capital Investment and New Jobs with the Commonwealth's expenditures on discretionary incentives, including but not limited to the COF Grant. With regard to the Facility, the Commonwealth expects to provide discretionary incentives in the following amounts:

Category of Incentive:	Total Amount
COF Grant	$ 90,000
Enterprise Zone Job Creation Grant ("EZJCG") (Estimated)	99,200
Enterprise Zone Real Property Investment Grant ("EZRPIG") (Estimated)	100,000
Virginia Talent Accelerator Program ("VTAP") (Approximate Value)	118,000

The proceeds of the COF Grant shall be used for the purposes described in Section 3(b). The proceeds of the EZJCG and the EZRPIG may be used by the Company for any lawful purpose. The VTAP represents workforce development services to be provided to the Company for recruitment and training.

(b) *Local-Level Incentives:* The Locality expects to provide the following incentives, as matching grants or otherwise, for the Facility by the Performance Date:

Category of Incentive:	Total Amount
Machinery and Tools Tax Grant	$261,485
Harvest Opportunity Fund Cash Grant	$100,000

If, by the Performance Date, the total of all Local-Level Incentives disbursed or provided, or committed to be disbursed or provided, by the Locality to the Company is less than the $90,000 COF Grant local match requirement, the Locality, subject to appropriation, will make an additional grant to the Company of the difference promptly after Performance Date, so long as the Company has met its Targets.

The proceeds of any machinery and tools tax grant or cash grant may be used by the Company for any lawful purpose.

(c) *Other Incentives:* This Agreement relates solely to the COF Grant. The qualification for, and payment of all State-Level Incentives and Local-Level Incentives, except for the COF Grant, will be governed by separate arrangements between the Company and the entities offering the other incentives.

Section 5. Company Reporting.

(a) *Progress Reporting:* The Company shall provide, at the Company's expense, in the form attached hereto as Exhibit A, detailed verification satisfactory to the Locality, the Authority, and VEDP of the Company's progress on the Targets. Such progress reports will be provided annually, starting at April 1, 2021, and covering the period through the prior December 31. Further, the Company shall provide progress reports at such other times as the Locality, the Authority, or VEDP may require.

(b) *Performance Date Report:* The Company shall provide, at the Company's expense, in the form attached hereto as Exhibit B (the "Performance Date Report"), detailed verification satisfactory to the Locality, the Authority, and VEDP of the Company's achievement of the Targets. The Performance Date Report shall be filed within 90 days after the Performance Date.

Should the Company be unable to file the Performance Date Report within the 90-day timeframe, the Company may request a 60-day delay in filing the Performance Date Report. VEDP will require a $3,000 fee, payable to VEDP, to process the request for the filing delay. Should the Company not file the Performance Date Report within the 90-day window nor request a filing delay (including payment of the required fee), or if the Company requests a filing delay but does not file the Performance Date Report prior to the new filing deadline, VEDP will withhold any COF Grant payment that might otherwise be due and all rights of the Company under this Agreement will automatically terminate.

(c) *Virginia Corporate Income Tax Information:* With each such progress report or the Performance Date Report, the Company shall report to VEDP the amount paid by the Company (or for a pass-through entity, by its shareholders, members or partners) in the prior calendar year in Virginia corporate (or for a pass-through entity, personal) income tax. VEDP hereby represents to the Company that it considers such information to be confidential proprietary information that is exempt from public disclosure under the Virginia Freedom of Information Act and that such information will be used by VEDP solely in calculating aggregate return on invested capital analyses for purposes of gauging the overall effectiveness of economic development incentives.

Section 6. <u>Verification of Targets</u>.

(a) *Verification of Capital Investment:* The Company hereby authorizes the Locality, including the Locality's Commissioner of the Revenue and Treasurer, to release to VEDP the Company's real estate tax, business personal property tax and machinery and tools tax information. Such information shall be marked and considered confidential and proprietary and shall be used by VEDP solely for verifying satisfaction of the Capital Investment Target. If the Locality, the Office of the Commissioner of the Revenue or the Office of the Treasurer should require additional documentation or consents from the Company to access such information, the Company shall promptly provide, at the Company's expense, such additional documentation or consents as the Locality, the Authority, or VEDP may request. In accordance with Virginia Code Section 58.1-3122.3, VEDP is entitled to receive the Company's real estate tax, business personal property tax and machinery and tools tax information from the Locality's Commissioner of the Revenue.

(b) *Verification of New Jobs and Wages:* The Company must submit copies of its four most recent Employer's Quarterly Tax Reports (Form FC-20), as filed with the Virginia Employment Commission, with the Performance Date Report. The forms shall be marked and considered confidential and proprietary and shall be used by VEDP solely for verifying satisfaction of the New Jobs Target. In accordance with Virginia Code Section 60.2-114, VEDP is entitled to receive the Company's employment level and wage information from the Virginia Employment Commission.

The Company agrees that it will report to the Virginia Employment Commission with respect to its employees at a facility-level, rather than at the company-level.

(c) *Additional Documentation:* In addition to the verification data described above, in the sole discretion of the Locality, the Authority, or VEDP, the Locality, the Authority or VEDP, may each require such other documentation or audits as may be required to properly verify the Capital Investment and New Jobs.

Section 7. <u>Redeployment</u>.

If the Locality, the Authority or VEDP shall determine at any time prior to the Performance Date that the Company is unable or unwilling to meet and Maintain its Targets by and through the Performance Date, and if the Locality, the Authority or VEDP shall have

promptly notified the Company of such determination, then, automatically: (i) the Company's rights under this Agreement will terminate, (ii) the COF Grant will be withdrawn, and (iii) the proceeds of the COF Grant retained in the Fund will be freed for redeployment to support other economic development projects, as permitted by the Virginia Code. Such a determination will be based on such circumstances as a filing by or on behalf of the Company under Chapter 7 of the U.S. Bankruptcy Code, the liquidation of the Company, an abandonment of the Facility by the Company or other similar significant event that demonstrates that the Company will be unable or is unwilling to satisfy the Targets for the COF Grant.

Section 8. Notices.

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

if to the Company, to:

Drake Extrusion, Inc.
P.O. Box 4868
790 Industrial Park Road
Martinsville, Virginia 24115
Email: _____
Attention: Jay Huffman, CEO

with a copy to:

if to the Locality, to:

County of Henry, Virginia
Mailing Address:
P.O. Box 7
Collinsville, Virginia 24078
Physical Address:
3300 Kings Mountain Road
Martinsville, Virginia 24078
Email: thall@co.henry.va.us
Attention: Tim Hall, County Administrator

with a copy to:

County of Henry, Virginia
Mailing Address:
P.O. Box 7
Collinsville, Virginia 24078
Physical Address:
3300 Kings Mountain Road
Martinsville, Virginia 24078
Email: glyle@co.henry.va.us
Attention: George Lyle, County Attorney

if to the Authority, to:

with a copy to:

Industrial Development Authority of the County of
Henry, Virginia
c/o County of Henry, Virginia
Mailing Address:
P.O. Box 7
Collinsville, Virginia 24078
Physical Address:
3300 Kings Mountain Road
Martinsville, Virginia 24078
Email: thall@co.henry.va.us
Attention: Chair

if to VEDP, to:

Virginia Economic Development Partnership
One James Center, Suite 900
901 East Cary Street
Richmond, Virginia 23219
Email: moret@vedp.org
Attention: President and CEO

with a copy to:

Virginia Economic Development Partnership
One James Center, Suite 900
901 East Cary Street
Richmond, Virginia 23219
Email: smcninch@vedp.org
Attention: General Counsel

Section 9. <u>Miscellaneous</u>.

(a) *Entire Agreement; Amendments:* This Agreement constitutes the entire agreement among the parties hereto as to the COF Grant and may not be amended or modified, except in writing, signed by each of the parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The Company may not assign its rights and obligations under this Agreement without the prior written consent of the Locality, the Authority and VEDP.

(b) *Governing Law; Venue:* This Agreement is made, and is intended to be performed, in the Commonwealth and shall be construed and enforced in accordance with the laws of the Commonwealth. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Circuit Court of the City of Richmond, and such litigation shall be brought only in such court.

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

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

(e) *Attorneys' Fees:* Attorneys' fees shall be paid by the party incurring such fees.

(f) *Force Majeure*: Notwithstanding the foregoing provisions of this Agreement, if the Company does not achieve a Target or take any action required under this Agreement because of an "Event of Force Majeure" (as defined below), the time for achieving the applicable Target or taking such action will be extended day-for-day by the delay in meeting the applicable Target or taking such action caused by the Event of Force Majeure. "Event of Force Majeure" means without limitation, any of the following: acts of God; strikes, lockouts or other industrial disturbances; act of public enemies; orders of any kind of the government of the United States of America or of the Commonwealth or any of their respective departments, agencies, political subdivisions or officials, or any civil or military authority; insurrections; riots; epidemics; pandemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery, transmission pipes or canals not caused by the Company; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the Company.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed below by their duly authorized representatives, as of the date first above written.

COUNTY OF HENRY, VIRGINIA

By _____
Name: _____
Title: _____
Date: _____

INDUSTRIAL DEVELOPMENT AUTHORITY OF THE COUNTY OF HENRY, VIRGINIA

By _____
Name: _____
Title: _____
Date: _____

DRAKE EXTRUSION, INC.

By _____
Name: _____
Title: _____
Date: _____

VIRGINIA ECONOMIC DEVELOPMENT PARTNERSHIP AUTHORITY

By _____
Name: _____
Title: _____
Date: _____

Exhibit A: Annual Progress Report Form
Exhibit B: Performance Date Report Form

Exhibit A

ANNUAL PROGRESS REPORT
COMMONWEALTH'S DEVELOPMENT OPPORTUNITY FUND

PROJECT SUMMARY:

Project	
Location	
Amount of Grant	
Performance Reporting Period	
Performance Date	

PROJECT PERFORMANCE:

Performance Measurement	Target	As of _____	% Complete
New Jobs (over ___ baseline)[1]			
Confidence level target will be reached by Performance Date shown above (check one)	High ☐	Moderate ☐	Low ☐
Capital Investment (provide breakdown below)[2]			
Confidence level target will be reached by Performance Date shown above (check one)	High ☐	Moderate ☐	Low ☐
Average Annual Wage			N/A
Confidence level target will be reached by Performance Date shown above (check one)	High ☐	Moderate ☐	Low ☐
Standard Fringe Benefits (check one)	Yes ☐	No ☐	N/A
Virginia Corporate Income Tax Paid in Prior Calendar Year[3]	$		

[1] Data will be verified using Virginia Employment Commission records.
[2] Data will be verified with locality records.
[3] This confidential information is protected from disclosure pursuant to § 2.2-3705.6 of FOIA.

Capital Investment Breakdown	**Amount**
Land	$
Land Improvements	$
New Construction or Expansion	$
Renovation or Building Up-fit	$
Production Machinery and Tools	$
Furniture, Fixtures and Equipment	$
Other	$
Total	**$**

COMMENTS:

Discuss project status, including the current level of new jobs and capital investment, progress on targets, changes or likely changes in project's nature that may impact achievement of targets, and other information relevant to project performance. If the project is not on track to meet targets, please provide an explanation.

TO BE CERTIFIED BY AN OFFICER OF THE COMPANY:

I certify that I have examined this report and to the best of my knowledge and belief, it is true, correct, and complete.

Company: _____

Submitted By: _____
Signature of Official

Name: _____
Print Name

Title: _____

Date: _____

Please return to:

Kim Ellett, Incentives Compliance Manager, Virginia Economic Development Partnership, 804.545.5618, kellett@vedp.org

Exhibit B

PERFORMANCE DATE REPORT
COMMONWEALTH'S DEVELOPMENT OPPORTUNITY FUND

PROJECT SUMMARY:

Project	
Location	
Amount of Grant	
Performance Date	

PROJECT PERFORMANCE:[1]

Performance Measurement	Target	As of _____	% Complete
New Jobs (over __ baseline)[2]			
Capital Investment (provide breakdown below)[3]			
Average Annual Wage			N/A
Standard Fringe Benefits			
Virginia Corporate Income Tax Paid in Prior Calendar Year[4]	$		

Capital Investment Breakdown	**Amount**
Land	$
Land Improvements	$
New Construction or Expansion	$
Renovation or Building Up-fit	$
Production Machinery and Tools	$
Furniture, Fixtures and Equipment	$
Other	$
Total	**$**

[1] Final, actual performance will be reported on VEDP's public reporting website.
[2] Attach the company's four most recent Quarterly Tax Reports (Form FC-20) filed with the Virginia Employment Commission.
[3] Data will be verified using records from the Commissioner of the Revenue and, if requested, invoices.
[4] This confidential information is protected from disclosure pursuant to § 2.2-3705.6 of FOIA.

LOCAL MATCH:

Goal	
Actual	

COMMENTS:

Discuss Project status or the importance of the Project to the locality and region.

TO BE CERTIFIED BY AN OFFICER OF THE COMPANY:

I certify that I have examined this report and to the best of my knowledge and belief, it is true, correct, and complete.

Company: _____

Submitted By: _____
Signature of Official

Name: _____
Print Name

Title: _____

Date: _____

Please return to:

Kim Ellett, Incentives Compliance Manager, Virginia Economic Development Partnership, 804.545.5618, kellett@vedp.org

PERFORMANCE AGREEMENT

This Performance Agreement (this "Agreement") is made and entered into this 10th day of June, 2020, by and among the **HARVEST FOUNDATION OF THE PIEDMONT**, (the "Foundation"), a Virginia non-profit organization; the **COUNTY OF HENRY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the "Locality"); the **HENRY COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY** (the "Grantee"), a political subdivision of the Commonwealth; and **DRAKE EXTRUSION, LLC,** a corporation (the "Company") whose Federal Employer Identification Number is 54-1764685.

WITNESSETH:

WHEREAS, the Grantee has been selected to receive a grant in the amount of $100,000 (the "Grant") from the Foundation for the Grantee's use in inducing the Company to construct or locate taxable assets and employ persons in Henry County (the "Locality"); and

WHEREAS, the Grantee has indicated its desire to tender the Grant to the Company for its use and benefit, provided that the Company commits to the achievement of certain goals relating to employment and the construction or location of taxable assets in compliance with the terms hereof; and

WHEREAS, the Foundation, the Grantee and the Company desire to set forth their understanding and agreement as to the use of the Grant, the obligations of each party hereto, the conditions under which the Grant must be repaid, and the obligations of each party hereto in the Event of Default (as defined herein); and

WHEREAS, the Foundation has determined that the approval and funding of the Grant constitutes a valid public purpose for the expenditure of public funds and is consistent with and in furtherance of the Foundation's public purposes as outlined in Section 3.2-3100, *et. seq.* of the *Code of Virginia* of 1950, as amended.

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

Section 1. <u>Disbursement of the Grant</u>

After receipt by the Foundation of this Agreement fully executed by all parties hereto, and provided that the Grantee is not in default on its obligations to the Foundation as of the date first written above, the Foundation shall disburse the Grant to the Grantee on one of the following schedules to be selected by the Grantee:

Schedule 1 – In Arrears. Not more than two (2) installments as requested by the Grantee in writing at such times as the Grantee may elect, subject to the reasonable approval of the Foundation. The amount of each disbursement shall be limited to that portion of the Grant which has been earned by the Company based upon information described in Section 5 or 6 of this Agreement, as applicable, when the same is delivered to and approved by the Foundation in its sole discretion.

Schedule 2 – In Advance. Not more than two (2) installments as requested by the Grantee in writing at such times as the Grantee may elect, subject to the reasonable approval of the Foundation.

Unless otherwise agreed to in writing by all parties to this Agreement, Grantee shall disburse all Grant proceeds to the Company or for the Company's benefit within 30 days of receipt of Grant proceeds from the Foundation or return the undisbursed proceeds to the Foundation.

Once the Company has completed $700,000 in renovations on its leased facility located at 790 Industrial Park Drive, Ridgeway VA 24148 and it provides invoices to that effect to the Locality, the Locality shall disburse the $100,000 HOF Grant within 30 days.

Section 2. Grant Restrictions and Conditions

Under this Agreement, the Foundation places no restriction on the use of the Grant proceeds by the Company and imposes no conditions beyond those described herein. Should any such restrictions or conditions be imposed by the Grantee, the same shall be described in **Exhibit A**, which shall be attached hereto and made a part hereof, but which shall be binding upon the Company only if signed thereon by an authorized representative of the Company. The Grantee shall be responsible for enforcement of any restrictions or conditions described in **Exhibit A.**

Section 3. Employment Obligation

For the purposes of this Grant Agreement the Company shall hire and retain for at least 36 months at least 20 new employees in the Locality, with an average hourly wage of $17 per hour. These new employees shall be in addition to the 195 employees currently working for the Company in Henry County. The effective date entered in the first paragraph of this document is in the Second Quarter of 2020; therefore, the effective date of the "Base Quarter" within this agreement shall be June 30, 2020.

Section 4. Obligations Regarding Taxable Assets

The Company shall locate or construct taxable assets in the Locality having an assessed value of at least $7,750,000 (SEVEN MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS), as determined by the Locality's Commissioner of Revenue ("COR"). If the Locality elects to arrange for reimbursement to the Company of all, or any portion of, the tax paid by the Company on said taxable assets, or elects to waive all or any portion of such tax liability, the Company's aforementioned obligation to locate or construct taxable assets in the Locality shall not be waived or reduced. The Company shall receive credit for the value of all taxable assets so determined by the COR, notwithstanding the local taxing authority's election to waive or refund the taxes so levied. Said taxable assets will be in addition to those counted in fulfillment of any other taxable asset or capital investment obligation made to the Foundation by the Company under any other agreement. If the Company is exempt from the payment of property taxes on certain assets by state law, the Company shall not be entitled to receive or keep any portion of the Grant allocated to its investment in those certain assets.

_____

Section 5. Determination of Performance - Employment

The Company shall maintain its number of full-time employees in the Locality for at least 36 months from the Base Quarter date of June 30, 2020, as outlined above in Section 3, and for the duration of this agreement.

All determinations of performance made under this Section 5 shall be based upon reports made by, or on behalf of, the Company to the VEC including but not limited to *VEC Form FC-20 Employer's Quarterly Tax Report* and *O.M.B. Form No 1220-0134 Multiple Worksite Report – BLS 3020* (or any successor forms designated by VEC, or accepted by VEC in lieu thereof). If such tax filings include Company employees who did not work in the Locality, it shall be the duty of the Company to provide additional information sufficient to identify those employees who did work in the Locality. Employees of control affiliates (*e.g.*, subsidiary companies, parent companies, entities under common ownership or control) or employees of independent contractors hired by the Company shall not be counted as employees of the Company in fulfillment of its promise hereunder UNLESS such entities and their relationship to the Company are disclosed to and approved by the Foundation in writing, AND such entities supply the Foundation with the same employment documentation as described herein. Employees of temporary employment agencies ("temps") who are assigned to work for the Company in the Locality shall not be counted UNLESS evidenced by letter from the temporary employment agency setting forth the number of man-hours so assigned during the Base Quarter and the 36 months immediately following the Base Quarter. Such man hours shall be credited to the Company's job-creation obligation at the rate of one job for one quarter for every 520-man hours evidenced by such letter.

Section 6. Determination of Performance – Taxable Assets

In order to earn the Grant, the Company must meet its taxable asset obligations hereunder not later than thirty-six (36) months after the Base Quarter, which is June 30, 2023. The Company is considered to have met its obligations if it reaches at least 90% of its contractually obligated investment as outlined in Section 4.

Company assets located, constructed, or leased in the Locality prior to the Base Year will not be counted in fulfillment of the Company's taxable asset obligation. For purposes of this Agreement, the calendar year that includes the Base Quarter shall be called the "Base Year."

Leased assets not on record with the COR in the name of the Company will be counted in fulfilment of the Company's taxable asset obligation only if a copy of the lease is submitted to the Foundation indicating that the asset(s) under lease meet the other requirements listed above and were not leased from the Locality or its control affiliates at a substantial discount from market rates.

The Company's achievement toward meeting its taxable asset obligation shall be based on asset values assessed by the COR for the Locality and shall be the sum of the following:

a. the highest real property assessed value of record for any one of the three years, less and except the assessed value prior to the Base Year, PLUS

b. the first personal property assessed value for each asset first appearing of record during the three calendar years following to the Base Year.

The Foundation shall rely upon the information described above as the same is reported to the Foundation by the COR in writing, without exception.

Taxable assets owned by subsidiary companies, related entities, or entities under common ownership or control shall not be counted as taxable assets of the Company in fulfillment of its taxable asset obligation hereunder UNLESS such entities and their relationships to the Company are disclosed to and approved by the Foundation in writing, AND such entities supply the Foundation with the same taxable assets documentation as described herein.

Section 7. <u>Verification of Performance</u>

The Company hereby expressly grants its consent for (a) the COR for the Locality to release to the Foundation or the Grantee records necessary to disclose the information required in this Section, and (b) the Virginia Employment Foundation to release to the Foundation all Company employment records of any kind held by the Virginia Employment Foundation.

If any of the taxable assets described in Section 4 have been acquired or improved on behalf of the Company by a lessor, the Company shall be responsible for gathering and reporting to the Foundation information regarding the taxable assets acquired or improved by the lessor on behalf of the Company.

Section 8. <u>Events of Default</u>

If any of the following should occur within the thirty-six (36) month period after the end of the Base Quarter, it shall constitute an "Event of Default" and the Foundation may, at its election, accelerate the Company's obligation to repay the portion of the Grant that has not been earned as of the date of the Event of Default:

a. The Company applies for or consents to the appointment of a receiver, trustee or liquidator of all or a substantial part of its assets, files a voluntary petition of bankruptcy, makes a general assignment for the benefit of creditors, files a petition or an answer seeking reorganization or arrangement with creditors, or if an order, judgment or decree shall be entered by any court of competent jurisdiction, on the application of a creditor, adjudicating the Company as bankrupt or insolvent or approving a petition seeking reorganization of the Company or appointing a receiver, trustee or liquidator of the Company or of all or a substantial part of its assets which remains undismissed, undischarged or unstayed for a period of forty-five (45) days;

b. The Company ceases to be of record and in good standing with the Virginia State Corporation Foundation, and such failure is not cured within sixty (60) days from notice thereof, unless Company obligations hereunder have been assumed by another entity and that assumption was approved by the Foundation and the Grantee;

c. The Company fails, for reasons other than an Event of Force Majeure (as defined herein), to fulfill at least twenty-five percent (25%) its taxable asset obligation described in Section 4 above within eighteen (18) months after the end of the Base Quarter;

d. The Company's employment level is less than 90% of that defined in Section 3 and Section 5 as within the Base Quarter in more than 2 calendar quarters following the Base Quarter.

e. The Company fails to provide verification to the Foundation, via the Locality as described in Section 7, within sixty (60) days from a written request from the Foundation; or

f. The Company closes its business in the Locality for a period of more than thirty (30) days during the thirty-six (36) months following the Base Quarter.

Section 9. **<u>Repayment Obligation</u>**

In the event that the Company does not meet its obligations hereunder within thirty-six (36) months after the end of the Base Quarter, or an Event of Default occurs, the Company shall repay to the Grantee the unearned portion of the Grant that has been received by the Company, which is calculated as follows:

a. A minimum increase in taxable assets is required before **any** portion of the Grant is earned by the Company, hereinafter called the Minimum Investment Requirement. The Minimum Investment Requirement is (a) $1.0 million if the taxable asset obligation described in Section 4 hereof is higher than $1.0 million **or** (b) one-half of the taxable asset obligation described in Section 4 hereof when listed as lower than $1.0 million.

b. After exceeding the Minimum Investment Requirement, the fraction of the Grant allocated to taxable assets that is earned by the Company is determined by dividing the greatest value of assets attested to by the COR under Sections 6 and 7 above by the taxable assets promised in Section 4.

c. All unearned portions of the Grant shall be repaid by the Company to the Grantee not later than thirty (30) days after the date on which the Company is notified of the unearned amount. The Grantee agrees to remit the same to the Foundation. Neither the Locality nor the Grantee shall have any responsibility for the repayment of any sums payable by the Company hereunder unless said sums have been received by the Grantee from the Company.

d. Interest shall accrue on unpaid balances at the rate of three percent (3%) per annum beginning on the 31st day after the Company is notified of the amount due.

e. Monies due to the Locality pursuant to this Agreement, if any, shall be considered to be owed to the Treasurer for the Locality and subject to the Treasurer's statutory powers provided for in the Code of Virginia.

f. If the Company does not meet its obligations hereunder by the date which is thirty-six (36) months after the end of the Base Quarter because of an Event of Force Majeure (as defined herein), the date by which a requirement to meet such commitments shall be extended day-for-day for a period equal to the time elapsed during the Event of Force Majeure. "Event of Force Majeure" means any of the following: acts of God, strikes, lockouts, crime, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, tornadoes, storms, floods, washouts, draughts, or explosions.

g. In the event the Foundation is required to take legal action under this Agreement, the Grantee and the Company, jointly and severally, shall be liable for all of the Foundation's costs expended for the administration and enforcement of this Agreement, including but not limited to reasonable attorney's fees and court costs.

Section 10. **<u>Acknowledgment and Notice</u>**

The Company and the Grantee each acknowledge and agree to its respective repayment obligation in accordance with this Agreement. Any notices required or permitted under this Agreement shall be given in writing, and shall be deemed to be received upon receipt or refusal after mailing of the same in the United

States Mail by certified mail, postage fully pre-paid or by overnight courier (refusal shall mean return of certified mail, undelivered) and addressed as follows:

If to the Company, to:

NAME: DRAKE EXTRUSION INC
ADDRESS: 790 Industrial Park
Drive, Ridgeway Va.
24148
Attention: John Parkinson

If to the Locality, to:

NAME: HENRY COUNTY, VIRGINIA
ADDRESS: P.O. Box 7
Collinsville, VA 24078
Attention: Mr. Tim Hall

If to the Grantee, to:

NAME: HENRY COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY
ADDRESS: PO BOX 7
Collinsville, VA. 24078
Attention: Mr. Tim Hall

If to the Foundation, to:

NAME: HARVEST FOUNDATION OF THE PIEDMONT
ADDRESS: P.O. Box 5183, Martinsville, VA 24115
Attention: Allyson Rothrock, President

This Agreement constitutes the entire agreement between the parties hereto and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The Company may not assign its rights or obligations under this Agreement without the prior written consent of the Grantee and the Foundation; provided that the Company shall have the right, without the consent of the Grantee or the Foundation, to assign its rights (not its obligations) under this Agreement to any entity that controls, is controlled by, or is under common control with, the Company.

This Agreement is made, and intended to be performed, in the Commonwealth and shall be construed and enforced by the laws of that state. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Circuit Court of the Locality and such litigation shall be brought only in such court.

This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall be one and the same instrument. If any provision of this Agreement is determined to be unenforceable, then the remaining provisions of this Agreement shall, in the sole discretion of the Foundation, be voidable by the Foundation or interpreted as in effect as if such unenforceable provisions were not included therein.

The Company hereby warrants that from the date of this Agreement until all obligations hereunder have been satisfied that it is, and will remain, registered and in good standing with the Virginia State Corporation Foundation and that the Company is, and will remain, legally authorized to conduct business in the Commonwealth of Virginia.

The provisions of this Agreement are intended to and shall survive closing, the delivery of any deed or other instrument, and any other event. If this Agreement has not been executed by all parties hereto and returned to the Foundation within 90 days from the date hereof, the Grantee's and the Company's rights to the Grant Proceeds shall automatically terminate.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to become effective as of the date first written above.

HARVEST FOUNDATION OF THE PIEDMONT

By: _____
Allyson Rothrock, President

Date:_____

HENRY COUNTY, VIRGINIA

By:_____
Jim Adams, Chairman
Board of Supervisors

Date:_____

_____

HENRY COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

By:_____
Len Dillon, Chairman

Date:_____

DRAKE EXTRUSION INC

By:_____

John Parkinson, Chief Executive Officer

Date:_____

Grant Restrictions

There are no grant restrictions.

Henry County
Board of Supervisors

Meeting Date August 25, 2020 **Item Number** 9

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.

County of Henry Printed: 7/31/2020 4:58 pm

PROJECT CODE RECAP FOR PERMITS ISSUED: 7/01/2020 TO 7/31/2020

Description	# of Permits	Fees	Value
COMMERCIAL - ADDITIONS	1	40.00	4,000
COMMERCIAL - REROOF, TENT, ETC	3	80.00	24,400
DOUBLEWIDES	2	276.64	212,013
DEMOLITIONS	1	25.00	2,500
LAND DISTURBING PERMITS	2	61.00	2,001,000
ELECTRICAL	41	665.00	373,368
MECHANICAL	9	175.00	34,219
MOBILE HOME	2	200.00	12,500
NEW SINGLE FAMILY DWELLING	4	1,390.80	1,130,000
PLUMBING	2	23.00	5,225
RESIDENTIAL - ADDITIONS	13	512.28	203,500
RESIDENTIAL - MISCELLANEOUS	9	592.84	184,752
RESIDENTIAL - OTHER	15	698.04	282,936
RESIDENTIAL - RENOVATE/REPAIR	6	174.00	35,700
SIGN	1	30.00	54,331
TOTALS	111	4943.60	4,560,444

County of Henry **Printed: 7/31/2020 5:00 pm**

NEW SINGLE FAMILY REPORT BY DISTRICT: 7/01/2020 TO 7/31/2020

BLACKBERRY DISTRICT:	
DBLW	1
MOBL	1
NSFD	0
TOTAL FOR BLACKBERRY	2
COLLINSVILLE DISTRICT:	
DBLW	0
MOBL	0
NSFD	0
TOTAL FOR COLLINSVILLE	0
HORSEPASTURE DISTRICT:	
DBLW	0
MOBL	0
NSFD	1
TOTAL FOR HORSEPASTURE	1
IRISWOOD DISTRICT:	
DBLW	1
MOBL	1
NSFD	1
TOTAL FOR IRISWOOD	3
REED CREEK DISTRICT:	
DBLW	0
MOBL	0
NSFD	1
TOTAL FOR REED CREEK	1
RIDGEWAY DISTRICT:	
DBLW	0
MOBL	0
NSFD	1
TOTAL FOR RIDGEWAY	1
TOTAL	8

Henry County Parks & Recreation
July 2020 Programs & Facilities Summary

Senior Services Programs

- Offered 4 programs/activities that had 230 seniors participating.

- Programs offered included:

  - ✓ Transportation Program
  - ✓ Dick and Willie Walk
  - ✓ Breakfast Club
  - ✓ Trail Trekkers

- All senior programs except for transportation and small group activities were suspended because of the coronavirus.

Athletics

- Started planning for fall youth sports.

Recreation Programs & Special Events

- Offered 13 programs/activities that had 514 participants.

- Programs offered included:

  - ✓ Tie Dye Day
  - ✓ Movie in the Park
  - ✓ Craft Class
  - ✓ Archery Class
  - ✓ Explore 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

- Only small group and outdoor activities were offered because of the coronavirus.

Parks Maintenance & Development

- ✓ Painted restrooms at Liberty Street.

- ✓ Worked at the Henry County Recreation Center hauling dirt, removing fences and other tasks.
- ✓ Installed ladder at group campground dock.
- ✓ Pressure washed the decking at Philpott Marina.
- ✓ Cut trees off the Fieldale Trail and Dick and Willie Trail.
- ✓ Worked on lights at Philpott Marina.
- ✓ Repaired split rail fence in several parks.
- ✓ Sprayed herbicide in parks and on trails.
- ✓ 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

JULY 2020

Emergency Responses

EMS Related Incidents 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	83	4	2	4	77	0	**42**
Bassett	185	24	15	22	145	1	**325**
Fieldale-Collinsville	227	117	4	53	103	3	**702**
Horsepasture	64	10	4	10	46	4	**107**
Ridgeway	130	40	5	31	83	2	**330**
TOTAL	**689**	**195**	**30**	**120**	**454**	**10**	**1506**

*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	17	**95**
Bassett Fire Department	37	**215**
Collinsville Fire Department	41	**221**
Dyers Store Fire Department	7	**85**
Fieldale Fire Department	17	**108**
Horsepasture Fire Department	19	**122**
Patrick-Henry Fire Department	5	**60**
Ridgeway Fire Department	40	**224**
TOTAL	**183**	**1130**

Department of Public Safety Responses	Monthly	YTD
Assist Rescue Squads	120	**930**
Assist Fire Departments	97	**580**
Ambulance Responses	454	**2439**
Responses to Another Jurisdiction	15	**65**
TOTAL	**686**	**4014**

Non-Emergency Activities

Fire Prevention					Monthly	YTD
Fire Investigations					1	**13**
Environmental Investigations					0	**4**
Follow-up Investigative Activities					5	**76**
Non-Emergency Assists					2	**21**
Inspections	Schools – 5	Restaurants – 1	Hotels - 4	Other- 10	20	**92**
Smoke/Carbon Monoxide Detector Installs	Smoke - 5	CO -0			5	**248**
Fire Permits Issued					2	**36**

Department Training	Monthly	YTD
EMS Contact Hours	49	527
Fire Contact Hours	20	290
Other Contact Hours	34	196
TOTAL	**103**	**1013**

Volunteer Recruitment/Retention/Training & Pub Ed		
Pub. Ed & Recruitment Events	2	**14**
Pub. Ed & Recruitment Event Participants	23	**1209**
Background Checks	3	**21**
Volunteer Training Sessions	23	**170**
Volunteer Training Contact Hours	2286.5	**11785**
HCP CPR Cards Issued	39	**97**
First Aid/CPR Cards Issued	0	**93**
Mentoring/Precepting Hours	9.5	**277.5**

Miscellaneous	Monthly	YTD
Professional Development Activities	15	**57**
Emergency Management Activities	18	**305**

COVID-19 Impacts

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

July: 2 classes, 3 public education events, and 1 OEMS state testing

Upcoming Training/Events

- Firefighter 1 — July 27-Nov. 7 — 1800
- Swiftwater Rescue L4 Day 2 (2 classes) — Aug. 29/30 — 0800
- Advanced Cardiac Life Support Recert — Sept. 11 — 0800
- Henry County Emergency Services Parade — Sept. 11 — 1900
- BLS/ALS CE (Trauma) — Sept. 16 — 1800
- Operations Staff 12 Hour Training — Sept 15/22 — 0645

Additional Notables					
EMS Revenue Recovery for FY20	**Net Received**	**Sharing Payout**	**Sharing Received**	**Net Total**	**Year to Date**
Axton			$345.73	$345.73	**$345.73**
Bassett	$11,158.76	$602.64	$331.50	$10,887.62	**$10,887.62**
Fieldale-C'ville	$23,743.79	$287.70	$448.60	$23,904.70	**$23,904.70**
Public Safety	$86,725.45	$5,030.12	$7,665.53	$89,360.86	**$89,360.86**
Horsepasture			$4,457.30	$4,457.30	**$4,457.30**
Ridgeway	$15,522.23	$7,328.21	$-	$8,194.02	**$8,194.02**
Total	**$137,150.23**	**$13,248.67**	**$13,248.67**	**$137,150.23**	**$137,150.23**

- Department staff completed inspections for the local hotels and motels and began the annual inspections on the public schools, so to have them completed before the opening of schools this fall. Historically, inspections lead to many follow-up questions where staff would return to the site and assist the property owner in finding a solution; however, to reduce COVID exposure, when possible, this assistance is now being provided by telephone.

- As we continue to seek what the 'New Normal' is going to look like, and as County departments begin making adjustments to accommodate this new normal, public safety continues to support the logistics COVID related items for the County. Specifically, proper personal protective equipment for the County's employees throughout the departments.

- As COVID continues to spread throughout our community, staff continues demonstrating their dedication and commitment to serve by responding to every call and providing the highest level of care possible. We are now at the point that it is rare for a day to pass in which staff does not come into contact with at least one patient with COVID. Even with that, we have been blessed in that none of our staff have contracted the disease. We say that with a prayer that we continue that trend. A significant factor in the safety of our staff is their proper use of PPE and other established guidelines related to this disease. These guidelines have required staff to wear extra layers of equipment, even during the recent extreme temperatures. The team continues to decon after every call and wear all required PPE to every call following the assumption that every patient is a potential COVID patient.

- A couple more team members were able to complete Critical Incident Training (CIT), a week-long course learning about mental disorders and how to better assist patients with mental health issues and de-escalation. The staff continues to seek ways to expand training opportunities, much of which includes virtual type lessons, in order to keep all our responded trained to the latest standards as well as introductory classes for new members.

HENRY COUNTY SHERIFF'S OFFICE

Activity Report

July 2020

Incident	Incidents Reported	Unfounded Incidents	Actual Incidents	Cleared Incidents
Homicide	0	0	0	2
Rape	0	0	0	0
Other Sex Offenses	5	1	4	1
Robbery	2	1	1	1
Aggravated Assault	8	0	8	3
Simple Assault	25	0	25	19
Burglary	12	0	12	2
Larceny*	72	0	72	26
Vehicle Theft	2	0	2	3
Arson	1	0	1	0
TOTALS	**127**	**2**	**125**	**57**

Percent Cleared	**(Henry Co - Jul. '20)**	**46%**	Includes only above
Percent Cleared	*(Virginia - Jul. '20)*	*28%*	listed offense types
Property Stolen	**(Henry Co - Jul. '20)**	**$78,721.78**	
Property Recovered	**(Henry Co - Jul. '20)**	**$58,128.22**	
% Property Recovered	**(Henry Co - Jul. '20)**	**74%**	
% Property Recovered	*(Virginia - Jul. '20)*	*17%*	

Average Daily Jail Population	166
Average Daily Housed Out Population	89
IBR Reportable Incidents Investigated**	216
Criminal Warrants Served	299
Littering / Green Box Violations	1
Inmate Workforce (Bag Count)	49
Virginia Uniform Summons	87
Drive Under the Influence--Arrests	2
Assist Funerals	43
Assist Motorists	53
Alarms Answered	171
Prisoners Transported	67
Total Civil Process Papers Served	2,278
Total Dispatched Calls	**3,628**

Animal Control Report:

Animals Picked Up:	Dog (29) Cats (23)	
Number of Calls:		198
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 August 25, 2020 **Item Number** 10

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 Southern Virginia Recreation Facilities Authority;

§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 August 25, 2020 **Item Number** 11

Issue
General Highway Matters

Background
Lisa Hughes, Resident Engineer for the Virginia Department of Transportation, will address the Board on general highway matters.

Attachments
None

Staff Recommendation
None

Henry County
Board of Supervisors

Meeting Date August 25, 2020 **Item Number** 12

Issue
Public Hearing – Proposed Amendment FY '20-'21 County Budget

Background
The County has received an additional $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 '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 $4,410,903. The public hearing has been appropriately advertised and scheduled for the 6:00 p.m. portion of the meeting.

Attachments
1. Public Hearing Notice
2. Appropriation Sheet

Staff Recommendation
Staff recommends the Board hold the public hearing to receive input regarding the amendment of the FY '20-'21 county budget. Following the public hearing, staff recommends approval of the appropriation of $4,410,903.

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 for the purpose of receiving comments on the proposed amendment to the Henry County FY20-21 Budget related to the coronavirus (COVID-19) response during its regular meeting on Tuesday, August 25, 2020 at 6:00 p.m. The proposed appropriation of $4,410,903 is intended to cover expenditures related to the County's coronavirus response through December 31, 2020. The proposed budget amendment does not constitute an obligation on the part of the Board of Supervisors to appropriate funds for any items or purpose. Citizens wishing to submit public comment on this amendment should email publichearing@co.henry.va.us by noon on August 25, 2020. All comments received will be read during the public meeting on this date at 6:00 p.m. Attendance at the public hearing may be limited in order to comply with social distancing requirements. Attendees are required to wear a face mask or covering. For more information, contact the County Administrator's Office at 276-634-4601.

ADDITIONAL OR TRANSFER APPROPRIATIONS

FUND NAME **General Fund**

DEPARTMENT **CARES Act - COVID**

YEAR ENDING **June 30, 2021**

COMPLETE ACCOUNT NUMBER		ACCOUNT NAME		AMOUNT (WHOLE DOLLARS)
ADDITIONAL APPROPRIATION SECTION				
31339500	599500	COVID Expenses	$	4,410,903
		Total Additional Appropriation	**$**	**4,410,903**
REVENUE SOURCE OR ACCOUNT TRANSFERRED SECTION				
31303300	433201	Special One-Time Grants	$	4,410,903
		Total Revenue Source or Account Transferred	**$**	**4,410,903**
		Difference (Should be Zero)	**$**	**0**

REASON FOR APPROPRIATION:

To appropriate funds from the CARES Act funding to be used toward expenses directly related to COVID.
This is the second half of the distribution.

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:

August 25, 2020

M:\BDGCHG\DA200801.exl

Henry County
Board of Supervisors

Meeting Date August 25, 2020 **Item Number** 13

Issue
Public Hearing – 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. Following the discussion at the last meeting, the Board set a public hearing for tonight on this topic.

Attachments
Memorandum for County Attorney George Lyle
Public Hearing Notice

Staff Recommendation
Following the public hearing, staff recommends the Board approve the changes to the local ordinance setting the courthouse and courtroom security fee to $20.

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.

PUBLIC HEARING NOTICE

The Henry County Board of Supervisors will hold a public hearing on Tuesday, August 25, 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 *Sec. 8-1304 - Assessment for courthouse security.* It is proposed that the current security fee assed to criminal and traffic cases be raised from $10 to $20 per case.

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 August 25, 2020 **Item Number** 14

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