



## Henry County Board of Supervisors

Meeting Agenda

April 28, 2015

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
      - February 24, 2015
      - March 24, 2015
      - April 7, 2015
      - April 9, 2015
      - April 20, 2015
    - B) Approval of Accounts Payable
    - C) Proclamation Declaring May 1, 2015 as “Volunteer Fire & EMS Appreciation Day” in Henry County
    - D) Proclamation Establishing May 15, 2015 as “National Police Officers Memorial Day” in Henry County
    - E) Proclamation Declaring April 30, 2015 as “National Window Film Day” in Henry County
  - 6) Update on West Piedmont Planning District Commission
  - 7) Matters by the Public – Skip Ressel
  - 8) Adoption of the FY 2015-2016 Henry County Budget
  - 9) Report on Delinquent Tax Collection Efforts
  - 10) Monthly Update from the Martinsville-Henry County Economic Development Corporation

- 11) Financial Matters
  - A) Transfer of Funds re: Capital Improvement Items
  - B) Award of Contract re: Various FY 2015 Capital Items
  - C) Award of Contract re: Financial Advisory Services
  - D) Award of Contract re: Engineering Services – Patriot Centre Industrial Park National Guard Project
  - E) Award of Contract re: Generators – Public Service Authority
  - F) Additional Appropriation and Award of Contract re: Officer-Worn Body Cameras – Sheriff’s Office
  - G) Additional Appropriation re: State Refund – Registrar’s Office
  - H) Consideration of Changes to County Procurement Procedures

- 12) Informational Items
  - A) Comments from the Board

- 13) Closed Meeting
  - A) §2.2-3711(A)1 for Discussion of Appointees to the Henry-Martinsville Social Services Board, Blue Ridge Regional Library Board, Parks and Recreation Board, Community Policy and Management Team, Patrick Henry Community College Board, Piedmont Regional Community Services Board, and Southside Community Action Board.
  - B) §2.2-3711(A)7 for Discussion of Pending Legal Matters.
  - C) §2.2-3711(A)3 for Discussion of Acquisition/Disposal of Real Estate.
  - D) §2.2-3711(A)5 for Discussion of As-Yet Unannounced Industries.

- 6:00 pm 14) Public Hearing – Proposed Change in Voting Precincts
- 15) Public Hearing – Rezoning Application R-15-01 – Kevin W. and Paula P. Hankins
- 16) Matters by the Public
- 17) General Highway Matters

A) Consideration of Application to the Commonwealth  
Transportation Board for Economic Development  
Funds

18) Adjournment

**HENRY COUNTY BOARD OF SUPERVISORS  
MINUTES**

**February 24, 2015 – 3:00 p.m.**

The Henry County Board of Supervisors held its regular meeting on February 24, 2015, 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: Chairman H.G. Vaughn, Vice-Chairman Jim Adams, Debra Buchanan, Tommy Slaughter, Milton Kendall, and Joe Bryant.

Staff members present were Tim Hall, County Administrator; Dale Wagoner, Deputy County Administrator; Darrell Jones, Director of Finance; Richard Stanfield, Deputy Director of Finance; County Attorney George Lyle; Susan Reynolds, Director of Human Resources; and Michelle Via, Administrative Assistant.

Lt. Troy Easter and Deputy Mike Hooper of the Sheriff's Office were present. Also present was Ben Williams of the Martinsville Bulletin.

**INVOCATION AND PLEDGE OF ALLEGIANCE:**

Mr. Lyle gave the invocation and Ms. Buchanan led in the Pledge of Allegiance.

**CALL TO ORDER:**

Chairman Vaughn called the meeting to order and welcomed everyone present. 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 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

- January 21, 2015
- January 27, 2015
- February 2, 2015

**Approval of Accounts Payable**

Copy included in Board's File

Ms. Buchanan moved the Items of Consent be adopted, seconded by Mr. Slaughter. The motion carried 6 to 0.

## **REPORT ON DELINQUENT TAX COLLECTION EFFORTS**

Mr. Scott Grindstaff reviewed the monthly reports on delinquent tax collection efforts. Mr. Grindstaff noted that 90.4% of 2014 personal property taxes have been collected; 89.02% of 2014 real estate taxes; and since January 1, TACS collected approximately \$82,722. Mr. Grindstaff said tangible property forms have been mailed and decals are now on sale. Lastly, Mr. Grindstaff reported that the initial advertisement for the next real estate sale should be in the next week or so. Mr. Grindstaff said there are around 70 to 80 parcels that will be advertised.

## **MONTHLY UPDATE FROM THE MARTINSVILLE-HENRY COUNTY ECONOMIC DEVELOPMENT CORPORATION**

Mr. Mark Heath, President and 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 FY '14 FUNDS – SCHOOL BOARD AND COUNTY ADMINISTRATION**

School Superintendent Dr. Jared Cotton and the County Administrator requested the Board to approve a carryover amount of \$1,615,583 from the schools' FY 2014 Budget. Mr. Hall said the largest portion of the carryover, \$864,408, would go toward the continuing upgrades at Basset High School. Mr. Hall said the remaining balance would be used for one-time stipends for School Board and County employees. Mr. Hall said the County stipends, if approved, would take \$190,500 of the carryover amount; and the School Board stipends, if approved, would take \$560,675.

On a motion by Mr. Bryant and second by Mr. Kendall, the Board unanimously approved the carryover request as outlined.

## **ADDITIONAL APPROPRIATION AND AWARD OF CONTRACT RE: RESPONSE VEHICLE – PUBLIC SAFETY**

Mr. Hall said Henry County has been awarded a grant in the amount of \$20,000 from the Virginia Office of Emergency Medical Services Rescue Squad Assistance Fund (RSAF). The funds must be used toward 50% of the costs to replace a response vehicle being used by the supplemental EMS staff. Mr. Rodney Howell is asking the Board to approve the necessary appropriations for the grant and match, and to award a contract to Jim Mills Auto in the amount of \$31,627 for the 2015 Dodge Durango SSV.

Mr. Hall said revenue generated from EMS soft billing continues to exceed the FY '15 budget amount. Part of this increase can be attributed to the fact that the number of calls handled by the EMS supplemental staff continues to increase. Because of the increased number of responses, operating expenses are also expected to exceed FY '15 budgeted funds for fuel and vehicle repairs.

Mr. Hall said staff is asking the Board to approve an additional appropriation totaling \$56,000 from the EMS soft billing revenue to match the grant (\$20,000) and cover anticipated fuel (\$23,000) and vehicle repairs (\$13,000) for the remainder of the year.

On a motion by Mr. Kendall and second by Mr. Bryant, the Board unanimously approved the various appropriations as outlined, including the grant of \$20,000 and \$56,000 from EMS billing revenue; and awarded a contract to Jim Mills Auto in the amount of \$31,627 for a new Dodge Durango.

## **INFORMATIONAL ITEMS**

### **Comments from the Board**

Mr. Kendall discussed the need for residents to clearly mark their home addresses to ensure prompt assistance in the event of an emergency. Mr. Hall said he and Mr. Kendall had discussed the issue and had come up with a few ideas. Mr. Hall said Sheriff's deputies and other county employees who are frequently on the road are asked to take note of areas where address numbers are not clearly marked and report those to the 911 Center. Mr. Hall said staff can also address the issue through social media as well as a media campaign.

Mr. Hall noted the Fast Track Trade Show March 3-4; VIP night is March 3. Mr. Hall reminded the Board of the joint meeting with the School Board on March 5 at 4 p.m. Mr. Hall said the employee appreciation dinner is scheduled March 26 and will be held at NCI this year; formal invitations will be forthcoming.

Mr. Wagoner said he recently attended a meeting for Virginia local government leaders in Staunton at which many of the speakers spoke specifically about Henry County when citing examples of good economic decision making in southwest Virginia. One of several examples Mr. Wagoner offered was that of former Lt. Gov. Bill Bolling, who said that looking back at his time in office, he was most proud of the economic progress he was a part of in southern Virginia. Mr. Wagoner added that several people attending the meeting asked him how they could replicate some of Henry County's initiatives, for example, the paid supplemental EMS staff and the extensive use of iPads in County schools.

## **CLOSED MEETING**

Mr. Slaughter moved that the Board go into a closed meeting at 3:30 p.m., seconded by Ms. Buchanan and unanimously carried to discuss the following.

- 1) §2.2-3711(A)1 for Discussion of Appointees to the Industrial Development Authority.
- 2) §2.2-3711(A)7 for Discussion of Pending Legal Matters.
- 3) §2.2-3711(A)3 for Discussion of the Acquisition/Disposal of Real Estate.
- 4) §2.2-3711(A)5 for Discussion of As-Yet Unannounced Industries.

## **OPEN MEETING**

The Board returned to an open meeting at 5:18 p.m. on a motion by Ms. Buchanan, seconded by Mr. Slaughter and unanimously carried.

## **CERTIFICATION OF CLOSED MEETING**

Mr. Wagoner read the Certification of the Closed Meeting and took a roll call vote. Those voting in the affirmative were Mr. Bryant, Mr. Kendall, Mr. Adams, Ms. Buchanan, Mr. Slaughter and Mr. Vaughn.

Industrial Development Authority – On a motion by Mr. Kendall and second by Mr. Bryant, the Board voted unanimously to reappoint Marshall Stowe and Barry Helmstutler to four-year terms ending March 31, 2019.

Fieldale Community Center Lease – Ms. Buchanan moved that the Board authorize the County Administrator to terminate the lease with the Fieldale Community Center, seek a new tenant and negotiate a lease for the community center building, second by Mr. Adams and unanimously carried.

There being no further action, Mr. Vaughn recessed at 5:20 p.m. until the 6:00 p.m. evening meeting.

Mr. Vaughn called the meeting back to order at 6:00 p.m. and welcomed everyone present.

## **MATTERS PRESENTED BY THE PUBLIC**

Dorothy Carter of the Reed Creek District thanked the Board on behalf of the Henry County Education Association for approving carryover funds to be used to provide one-time bonuses for school employees and additional improvements to Bassett High School. Ms. Carter also commended the Board for its continuing fiscal responsibility and urged them to consider funding the school system's full budget request in next year's County budget.

Skip Ressel of the Iriswood District and president of the Martinsville-Henry County I-73 Committee was present to address the Board concerning \$8.5 million in funds that has long has been earmarked for preliminary engineering of the planned interstate near Martinsville. Mr. Ressel said we would to get started with preliminary engineering on I-73 and the eventual purchase of the right-of-way at the interchange at the Patriot Centre headed toward Laurel Park interchange, and also include the interchange at Clover Road.

Following Mr. Ressel's comments, Mr. Kendall said he has been concerned that this money may eventually go away and feels the Board needs to take action. Mr. Kendall made a motion to direct the County Administrator to write a letter to the Commonwealth Transportation Board (CTB) on behalf of the Board asking CTB to use those earmarked funds to begin preliminary engineering work on I-73 between Patriot Centre and U.S. 220 South as soon as possible. The motion was seconded by Ms. Buchanan and unanimously carried.

## **GENERAL HIGHWAY MATTERS**

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

weather, the safety project to improve an intersection on Carver Road is scheduled to begin March 2. In addition, the bridge on College Drive is scheduled for repair and will be closed for up to 45 days.

### **UPDATE ON THE BENNY SUMMERLIN SCHOLARSHIP**

April Haynes, Executive Director of the Martinsville Area Community Foundation, was present to provide an update on the Benny Summerlin Scholarship Fund. Ms. Haynes said the scholarship was started in August 2012 and this will be the second year the scholarship is awarded to a student seeking a college degree with an interest in a public service career. Last year, Kolton Helbert received a \$1,000 scholarship to Virginia Commonwealth University, where he is studying criminal justice with plans to become a Virginia state trooper. Ms. Haynes said the scholarship application is available online at [www.martinsvilleareacommunityfoundation.org](http://www.martinsvilleareacommunityfoundation.org) and has a deadline of April 1. Ms. Haynes thanked the Board and County employees for their support of the scholarship fund.

### **PRESENTATION OF 2014 JACK DALTON COMMUNITY SERVICE AWARD**

Mr. Adams said the Jack Dalton Community Service Award is presented annually to the Henry County resident who best exemplifies the standards for community service set by the late Mr. Dalton, who served on the Board for more than 24 years.

Mr. Adams proudly announced that J. Smith Chaney, Jr. is the recipient of the 2014 Jack Dalton Community Service Award. Mr. Adams said in 2014 alone, Mr. Chaney served as treasurer of the Kiwanis Club; on the board of directors for the Martinsville Area Community Foundation; as a moderator for the Presbytery of the Peaks board of trustees; on the board of directors for Habitat for Humanity, and also built houses for the organization; on the executive board for the Blue Mountain Council of the Boy Scouts of America; as treasurer for the Patrick Henry Community College board of directors; as a board member of the MARC Workshop; and as secretary to the Virginia Museum of Natural History Foundation board. Also in 2014, Mr. Chaney volunteered to provide computer support and building maintenance to Piedmont Arts Association; volunteered to provide building maintenance to the First Presbyterian Church of Martinsville, where he also is part of the choir, praise band and hand bell choir; and volunteered to provide computer support for the Grace Network. In addition, Mr. Adams said Mr. Chaney is a founding member of the Smith River Singers, plays trombone for the M-City Jazz Ensemble and acts and serves as technical director for the Wesley Senior Theater.

Members of the Board and Ms. Lois Dalton, wife of the late Jack Dalton, then presented Mr. Chaney with a plaque.

There being no further business to discuss, Mr. Slaughter moved to continue the meeting to March 5, 2015 at 4 p.m. for a joint meeting with the School Board, seconded by Mr. Bryant and carried 6 to 0.

**HENRY COUNTY BOARD OF SUPERVISORS  
MINUTES**

**March 24, 2015 – 3:00 p.m.**

The Henry County Board of Supervisors held its regular meeting on March 24, 2015, 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: Chairman H.G. Vaughn, Vice-Chairman Jim Adams, Debra Buchanan, Tommy Slaughter, Milton Kendall, and Joe Bryant.

Staff members present were Tim Hall, County Administrator; Dale Wagoner, Deputy County Administrator; Darrell Jones, Director of Finance; Richard Stanfield, Deputy Director of Finance; County Attorney George Lyle; Susan Reynolds, Director of Human Resources; and Michelle Via, Administrative Assistant.

Deputies Mike Hooper and Brian Lawson of the Sheriff's Office were present. Also present was Ben Williams of the Martinsville Bulletin and Ron Morris of B99.

**INVOCATION AND PLEDGE OF ALLEGIANCE:**

Mr. Hall gave the invocation and Mr. Bryant led in the Pledge of Allegiance.

**ADJOURNMENT OF FEBRUARY 24, 2015 MEETING**

Chairman Vaughn asked for a motion to officially adjourn the meeting from February 24, 2015. The February meeting was previously continued in order to have a joint budget meeting with the school board; however, the meeting had to be canceled because of inclement weather. Mr. Slaughter moved to adjourn the February 24 meeting, second by Mr. Kendall and unanimously carried.

**CALL TO ORDER:**

Chairman Vaughn called the meeting to order and welcomed everyone present. 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 Agenda Item - Matters Presented by the Public without contacting the County Administrator's Office.

**ITEMS OF CONSENT:**

**Approval of Accounts Payable**

Copy included in Board's File

**Proclamation Establishing April 1 – 7, 2015 as "Local Government Education Week" in Henry County**

Copy included in Board's File

Mr. Bryant moved the Items of Consent be adopted, seconded by Ms. Buchanan. The motion carried 6 to 0.

### **CONSIDERATION OF PROCLAMATION ESTABLISHING APRIL 2015 AS "CHILD ABUSE PREVENTION MONTH" IN HENRY COUNTY**

Mr. Slaughter read aloud a proclamation establishing April 2015 as "Child Abuse Prevention Month" in Henry County and moved the Board adopt it as presented, second by Mr. Bryant and unanimously carried.

Ms. Nancy Kennett of the Martinsville-Henry County Exchange Club was present to accept the proclamation. Ms. Kennett thanked the Board for its support and stated this year's campaign is titled "Enough," enough secrets, enough shame, enough hurt, enough confusion, enough denial, enough child sexual abuse.

### **CONSIDERATION OF PROCLAMATION ESTABLISHING MARCH 29, 2015 THROUGH APRIL 4, 2015 AS "BOYS AND GIRLS CLUB WEEK" IN HENRY COUNTY**

Mr. Adams read aloud a proclamation naming March 29 through April 4, 2015 as "Boys and Girls Club Week" in Henry County and moved the Board adopt it, second by Mr. Slaughter and unanimously approved.

Ms. Beth Ann James with the Martinsville-Henry County Boys and Girls Club was present to accept the honor. Ms. James thanked the Board and noted the Club currently serves over 500 children in the Martinsville-Henry County area.

### **CONSIDERATION OF A RESOLUTION HONORING THE RETIREMENT OF GLENDA COMER**

Ms. Buchanan read aloud a resolution honoring the retirement of Glenda Comer from the Commissioner of the Revenue's Office and her 44 years of loyal service to the citizens of Henry County. On a motion by Ms. Buchanan and second by Mr. Adams, the Board unanimously adopted the resolution. Ms. Comer was present to accept the resolution and thanked the Board. Ms. Linda Love also spoke and praised Ms. Comer for being a dedicated employee.

### **CONSIDERATION OF A RESOLUTION OPPOSING THE KERR LAKE REGIONAL WATER SYSTEM INTERBASIN TRANSFER CERTIFICATE REQUEST**

Mr. Vaughn requested the Board consider a resolution in opposition of the Kerr Lake Regional Water System (KLRWS) interbasin transfer certificate request. Mr. Vaughn said additional water withdrawal from the Roanoke River Basin could have negative economic and environmental impacts on communities within the Roanoke River Basin, including Henry County.

Mr. Bryant read aloud the resolution and moved the Board adopt it as presented, second by Mr. Slaughter and unanimously carried.

## **GENERAL ASSEMBLY UPDATE FROM DELEGATE CHARLES POINDEXTER**

The Honorable Charles D. Poindexter, 9<sup>th</sup> District Representative to the Virginia House of Delegates, was present to provide a summary update of the 2015 session of the Virginia General Assembly. Delegate Poindexter said he and his colleagues worked professionally and without animosity and he was pleased with the session. Unfortunately, Del. Poindexter said the economy is not rebounding as expected, largely because of the reduction in defense spending. Del. Poindexter also brought several pieces of legislation to the Board's attention including a bill to freeze base electricity rates for four or six years, depending on the electricity provider.

## **REQUEST FOR CHANGE IN VOTING PRECINCTS RE: SPENCER AND DYERS STORE PRECINCTS – ELECTORAL BOARD**

Mr. Hall said the Henry County Electoral Board is asking the Board to consider two changes to voting precincts. First, the Electoral Board would like to move the polling place for the Spencer precinct from the upper level to the lower level of Spencer Ruritan building. Secondly, the Electoral Board would like to move the polling place for the Dyers Store precinct from the Dyers Store Ruritan building to the Dyers Store Fire Department. Mr. Hall said if the Board wishes to move forward with the proposed changes, a public hearing will be required but the changes do not require approval of the U.S. Department of Justice.

Ms. Peggy Moran, Secretary of the Electoral Board, was present and said that the Dyers Store Ruritan building in particular had a number of issues, including black mold, a furnace with an oil leak and electrical outlets that don't function resulting in the need for extension cords that cause tripping hazards. In addition, Ms. Moran said the windows permit wasps to enter and one poll worker is highly allergic to insect stings. Ms. Moran added that during the last election, one voter refused to enter the building due to its condition.

Mr. Adams moved the Board set a public hearing for the April 28 meeting, second by Ms. Buchanan and unanimously approved.

## **REPORT ON DELINQUENT TAX COLLECTION EFFORTS**

Mr. Scott Grindstaff was unable to attend today's meeting but the monthly reports on delinquent tax collection efforts were included in the Board's working papers.

## **ACCEPTANCE AND ADDITIONAL APPROPRIATION RE: CLEAN VESSEL ACT GRANT – PHILPOTT MARINA**

Mr. Hall said Henry County has been awarded a Clean Vessel Act (CVA) grant from the Virginia Department of Health in the amount of \$22,500 to install a sanitary waste pump-out system at the Philpott Marina. The pump-out system will allow boats on the lake with sewer systems to safely dispose of its waste. Mr. Hall said the grant requires a 25% match and will be provided from existing budgeted funds.

On a motion by Ms. Buchanan and second by Mr. Slaughter, the Board unanimously approved acceptance and appropriation of the grant as outlined.

### **ADDITIONAL APPROPRIATION RE: ASSET FORFEITURE – COMMONWEALTH’S ATTORNEY’S OFFICE**

Mr. Hall said Commonwealth’s Attorney Andrew Nester is asking the Board to approve an additional appropriation of \$2,263 from his asset forfeiture funds to cover the purchase of audio/visual equipment for the court room and software for a laptop computer.

On a motion by Mr. Bryant and second by Mr. Kendall, the Board unanimously approved the additional appropriated.

### **ADDITIONAL APPROPRIATION RE: AIR COMPRESSOR BUILDING – PUBLIC SAFETY**

Mr. Hall said at the September meeting, the Board approved the sale of surplus property located at Public Safety. Mr. Hall said Rodney Howell is asking the Board to allow Public Safety to use up to \$23,000 of the revenue generated from the sale of the items to build an air compressor and storage building near the burn building. Mr. Howell said the building will improve efficiency and safety when conducting fire simulations at the burn building.

On a motion by Mr. Kendall and second by Mr. Bryant, the Board unanimously approved the additional appropriation as requested.

### **AWARD OF CONTRACT RE: HOUSING REHABILITATION – LINDEN ROAD HOUSING REHABILITATION PROJECT**

Mr. Hall said Lee Clark is asking the Board to award a contract to Kenneth D. Robertson Masonry in the amount of \$63,900 for substantial reconstruction of 62 Elm Street, Bassett. Mr. Hall said funds for this project were previously appropriated from a Virginia Department of Housing and Community Development grant.

On a motion by Mr. Slaughter and second by Mr. Kendall, the Board voted unanimously to award a contract to Kenneth Robertson Masonry in the amount of \$63,900.

### **AWARD OF CONTRACT RE: FENCING – PARKS AND RECREATION DEPARTMENT**

Mr. Hall said Roger Adams is requested the Board award a contract to Holland Fence Company in the amount of \$26,325 to repair fencing at various County parks. Mr. Hall said funds for this project are included in the FY ’15 capital improvement and operating budget.

On a motion by Ms. Buchanan and second by Mr. Slaughter, the Board unanimously approved an award of contract to Holland Fence Company in the amount of \$26,325.

### **INFORMATIONAL ITEMS**

#### **Comments from the Board**

Mr. Slaughter commented on the continuing need to address ongoing litter problems throughout the county.

Ms. Buchanan called attention to road projects in the Horsepasture District, Routes 58 and 687, and asked the community to be cautious of workers in those areas.

Mr. Adams said that he and Ms. Buchanan, along with County and PSA staff, recently held a public informational meeting concerning a waterline extension in the Pleasant Grove area. Mr. Adams said guidelines were set forth about residents who wish to hook on to the line and noted there is no penalty if landowners agree to an easement. Mr. Adams said this waterline extension would bring a redundant line closer to Commonwealth Crossing Business Centre. Ms. Buchanan encouraged citizens who have questions about the project to contact Mr. Hall.

Mr. Vaughn noted the economic development monthly report was distributed for the Board's information. Mr. Vaughn also reminded everyone of the upcoming race weekend and encouraged everyone to welcome all of the visitors to the area.

Mr. Hall reminded the Board of the employee service banquet on Thursday, March 26 at 6 p.m. at NCI. Also, Mr. Hall reminded the Board of the meeting on April 7 at 5 p.m. for the budget presentation.

## **FY 2015-16 BUDGET PRESENTATION – DR. JARED COTTON, DIVISION SUPERINTENDENT**

Superintendent Dr. Jared Cotton was present to deliver the school division's FY 2015-16 Budget presentation (Copy of Presentation included in Board's file). The proposed budget totals \$73,971,123, an overall increase of \$852,026 compared with the current fiscal year. Dr. Cotton's proposed budget includes \$915,025 for teacher salary adjustments, the creation of new positions (including a math specialist/coordinator and an additional technology position) and the restoration of funds for supplies and technology and capital outlay funds for items such as furniture and equipment.

## **CLOSED MEETING**

Mr. Slaughter moved that the Board go into a closed meeting at 4:30 p.m., seconded by Ms. Buchanan and unanimously carried to discuss the following.

- 1) §2.2-3711(A)1 for Discussion of Appointees to the Henry-Martinsville Social Services Board and West Piedmont Planning District Commission Technical Advisory Committee.
- 2) §2.2-3711(A)7 for Discussion of Pending Legal Matters.
- 3) §2.2-3711(A)3 for Discussion of the Acquisition/Disposal of Real Estate.
- 4) §2.2-3711(A)5 for Discussion of As-Yet Unannounced Industries.

## **OPEN MEETING**

The Board returned to an open meeting at 6 p.m. on a motion by Ms. Buchanan, seconded by Mr. Slaughter and unanimously carried.

## **CERTIFICATION OF CLOSED MEETING**

Mr. Wagoner read the Certification of the Closed Meeting and took a roll call vote. Those voting in the affirmative were Mr. Bryant, Mr. Kendall, Mr. Adams, Ms. Buchanan, Mr. Slaughter and Mr. Vaughn.

West Piedmont Planning District Commission Technical Advisory Committee – On a motion by Mr. Adams and second by Ms. Buchanan, the Board voted unanimously to appoint Lee Clark to an unexpired term ending December 31, 2017.

### **Board Endorsement of New Elementary School in Collinsville District**

Chairman Vaughn read aloud a prepared statement following closed session concerning the acquisition of real estate for the proposed school. The statement read as follows:

“The Henry County Board of Supervisors recognizes and supports the need for a new elementary school to serve students in the Collinsville Primary and John Redd Smith Elementary School districts. School officials have received several proposals for land for the new school. The Board of Supervisors gives its verbal support for school administration and the school board to move forward with negotiating with one or more of the proposers. At this point in the process, it is important to keep further information confidential so as not to hinder the negotiation process. We look forward to hearing back from them in the near future.”

## **CONSIDERATION OF RESOLUTION IN HONOR OF THE CARLISLE SCHOOL GIRLS BASKETBALL TEAM**

Mr. Adams read aloud a resolution recognizing the Carlisle School girls' basketball team that recently won the VISAA Division III state championship. On a motion by Mr. Adams and second by Mr. Slaughter, the Board unanimously adopted the resolution. Coaches, staff, and student-athletes of the team were present to accept the resolution.

## **PUBLIC HEARING - ECONOMIC DEVELOPMENT GRANT, VIRGINIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (VDHCD) RE: SMITH RIVER SMALL TOWNS BUSINESS DISTRICT REVITALIZATION PROJECT**

Mr. Hall said through the utilization of a Community Development Block Grant (CDBG), Henry County has assisted the Smith River Small Towns Collaborative with the development of an Economic and Physical Improvements Revitalization Master Plan to identify and address revitalization opportunities in the Bassett and Fieldale areas. Mr. Lee Clark is asking the Board to authorize an Economic Development Grant application to the state Department of Housing and Community Development (VDHCD) to start phase 1 improvements as identified by the master plan. Mr. Hall said the grant would fund physical improvements to potentially 16 business facades in Bassett and Fieldale; physical improvements to the central town squares in Bassett and Fieldale; streetscape improvements in both communities; and improvements to the farmers market in Bassett and the community grounds in Fieldale.

Mr. Hall said the estimated cost of the project is \$3,242,625, which includes \$700,000 in CDBG funds; \$80,000 from local sources; \$1,662,625 from private sources; \$100,000 from federal sources; and \$700,000 from state sources.

Lastly, Mr. Hall said VDHCD requires that two public hearings be held during this process – the first public hearing was held on January 20, 2015 and the second public hearing is scheduled for today's meeting. Mr. Adams said a substantial number of people attended the first public hearing and the project has received a significant amount of financial support in the private sector.

Mr. Vaughn opened the public hearing at 6:12 p.m. There being no one present who wished to speak, Mr. Vaughn closed the public hearing at 6:12 p.m. On a motion by Mr. Adams and second by Mr. Slaughter, the Board unanimously adopted the resolution authorizing the submittal of the Economic Development Grant application.

### **GENERAL HIGHWAY MATTERS**

David Kiser, Assistant Resident Engineer for the Virginia Department of Transportation, will address the Board on general highway matters. Mr. Kiser said road crews are now focusing on patching potholes and any other road repairs after all of the winter weather. In addition, the 58/Carver Road intersection project is underway, but VDOT will have all lanes of traffic open for this weekend's race activities.

### **MATTERS PRESENTED BY THE PUBLIC**

Dorothy Carter, Reed Creek District, addressed the Board on behalf of the Henry County Education Association. Ms. Carter noted that teachers have not received step raises for four consecutive years, and because of the change in the Virginia Retirement System, County educators take home an average of \$60-\$80 less each month. Ms. Carter commended the Board for being fiscally responsible; however, in the last two years, the County has saved an additional \$7 million while the needs of the school system are not being met. Ms. Carter urged the Board to not only fully fund Dr. Cotton's budget request, but to also ask him how much more funding is needed to implement step raises for every school employee.

James Whitlow, Jr., a special education paraprofessional at G.W. Carver Elementary School, addressed the Board and asked that they please vote yes when considering the school budget. Mr. Whitlow said the proposed budget includes a five percent pay raise for special education paraprofessionals, noting this is his fifth year of working in the program with an annual pay of only \$15,436.

Ashby Pinkard, Stanleytown Elementary School librarian, thanked the Board for the 1.25 percent bonus received this past week, but said it would take 30 bonuses to make up for the money she has lost the past three years with no step increase. Ms. Pinkard encouraged the implementation of step raises effective this coming year.

Clifford Stone voiced his concern that the Sanville community does not want to see Sanville Elementary School closed.

There being no further business to discuss, Mr. Slaughter moved to continue the meeting to April 7, 2015 at 5 p.m. for the County Administrator's Budget Presentation, seconded by Ms. Buchanan and carried 6 to 0.

# HENRY COUNTY BOARD OF SUPERVISORS MINUTES

**April 7, 2015 – 5:00 p.m.**

The Henry County Board of Supervisors met on April 7, 2015, at 5:00 p.m. in the Fourth Floor Conference Room of the County Administration Building, King's Mountain Road, Collinsville, Virginia. The purpose of the meeting was to present the FY 2015-'16 County Budget. The following Board members were present: Chairman H.G. Vaughn; Vice Chairman Jim Adams; Tommy Slaughter; Debra Buchanan; Joe Bryant; and Milton Kendall.

Staff members present were Tim Hall, County Administrator; Dale Wagoner, Deputy County Administrator; Michelle Via, Administrative Assistant; Darrell Jones, Director of Finance; Richard Stanfield, Assistant Director of Finance; Susan Reynolds, Director of Human Resources; and George Lyle, County Attorney, arrived at 5:27 p.m.

Ben Williams of the Martinsville Bulletin was present. Also present was Sheriff Lane Perry; Superintendent Dr. Jared Cotton and Chief Financial Officer Dawn Lawson of the Henry County School Board.

Chairman Vaughn called the meeting to order and welcomed everyone present. He stated this is a continuation of the Board's March 24 meeting.

## **PRESENTATION OF COUNTY ADMINISTRATOR'S PROPOSED 2015-2016 BUDGET**

Mr. Hall gave an overview of the Management Discussion and Analysis for Fiscal Year 2015-2016 Proposed Operating Budget for the County of Henry. (Copy of presentation included in Board's file)

Mr. Hall opened by prefacing the pop song "I Can See Clearly Now" by Johnny Nash which hit the top of the charts in 1972. Mr. Hall said part of the lyrics of that song tell us "I can see all of the obstacles in my way/gone are the dark clouds that had me blind." Mr. Hall said the administrative staff does not pretend that our dark clouds are gone, but we are convinced that the clouds are breaking up. We are beginning to see clearly that Henry County is poised to be better than ever.

Mr. Hall highlighted several accomplishments this year and the proposed budget as follows:

### **FY 2014-'15 Highlights**

- Monogram Snacks - \$36.5 million, 200 new jobs
- Hardide Coatings - \$7.25 million, 29 jobs, avg. \$50k
- Net job growth for 2<sup>nd</sup> year in a row
- Grading at CCBC, 57 of 63 workers are local hires
- National Guard Project at Patriot Centre
- Upgrades to Barrows Mill Road
- Philpott Marina Project
- Increase in tourism spending
- Consolidation of Eastman and Commonwealth Laminating

- Advanced Film Manufacturing training program
- Henry County is home to the largest market share of the window film industry
- SAFER Grant – improved response times and ALS availability
- Collaboration with PHCC and NCI
- School successes
- Linden Road Housing Rehabilitation Project
- Rooster Walk Music Festival
- Susan Fulcher, Telecommunicator of the Year
- Outstanding Veteran – Robert Hayzlett, Jr.
- Jack Dalton Award – Smith Chaney

### **FY 2015-'16 Proposed County Budget**

- Proposed FY 15-16 budget of \$129,551,261
  - Increase of 10.5%, or \$12,313,147
  - Self-insurance program is now showing on the books
- Freed-up debt from Courthouse and radio system
- Balanced budget – WITHOUT dipping into reserve funds
- **NO TAX INCREASE**
- 2% pay raise for County employees to match Commonwealth's proposed raise to state employees and Constitutional Officers
- 2% VRS-mandated "raise," offsetting the employees' mandatory contribution to their retirement
- \$125,000 for a jail needs assessment
- No increase in healthcare coverage costs; self-insurance estimated savings of \$840,000 first year

### **School System**

- \$16,952,895 of local funds, an increase of \$300,000, but less than they requested
- Supports construction of a new elementary school to serve the Collinsville school district
- Financing options available that will not result in a tax increase
- Recommend using reserve funds to buy the land
- Current year funding to school system
  - \$225,000 for I-Pad initiative
  - \$1,616,583 in carryover funds
- \$6,784,918 in carryover funds in the past 5 years

Mr. Hall said the budget will be available on the County website and also at all four branches of the Blue Ridge Regional Library. Mr. Hall reminded the Board of the budget work session scheduled on April 9, 2015 at 5:00 p.m. in the Fourth Floor Conference Room. Mr. Hall requested that the Board review the budget and on Thursday, staff will go through each category and answer any questions.

### **Advertise FY '15-'16 Budget**

Following the presentation, Mr. Slaughter moved that the Board advertise the FY 2015-'16 Budget on Sunday, April 12, 2015, for a scheduled public hearing on April 20, 2015, seconded by Mr. Bryant and carried 6 to 0.

### **CLOSED MEETING**

Mr. Adams moved that the Board go into a closed meeting at 5:38 p.m., seconded by Ms. Buchanan and unanimously carried to discuss the following.

- 1) §2.2-3711(A)5 for Discussion of As-Yet Unannounced Industries.

### **OPEN MEETING**

The Board returned to an open meeting at 5:48 p.m. on a motion by Ms. Buchanan, seconded by Mr. Slaughter and unanimously carried.

### **CERTIFICATION OF CLOSED MEETING:**

Mr. Wagoner read the Certification of the Closed Meeting and took a roll call vote. Those voting in the affirmative were Mr. Bryant, Mr. Kendall, Mr. Adams, Ms. Buchanan, Mr. Slaughter, and Mr. Vaughn.

There being no action taken out of closed meeting and no further business to discuss, Mr. Adams moved at 5:49 pm that the Board continue the meeting to April 9, 2015 at 5:00 p.m., second by Mr. Bryant and unanimously carried.

## **HENRY COUNTY BOARD OF SUPERVISORS MINUTES**

**April 9, 2015 – 5:00 p.m.**

The Henry County Board of Supervisors met on April 9, 2015, at 5:00 p.m. in the Fourth Floor Conference Room of the County Administration Building, King's Mountain Road, Collinsville, Virginia. The purpose of the meeting was to hold a work session on the FY '15-'16 Total County Budget. The following Board members were present: Chairman H. G. Vaughn, Vice Chairman Jim Adams, Tommy Slaughter, Debra Buchanan and Joe Bryant. Milton Kendall was absent.

Staff members present were Tim Hall, County Administrator; Dale Wagoner, Deputy County Administrator; Michelle Via, Administrative Assistant; Darrell Jones, Director of Finance; Richard Stanfield, Deputy Director of Finance; George Lyle, County Attorney; and Susan Reynolds, Director of Human Resources.

Ben Williams of the Martinsville Bulletin was present. Lt. Col. Steve Eanes of the Sheriff's Office and Superintendent Dr. Jared Cotton were also present.

Chairman Vaughn called the meeting to order and welcomed everyone present. He stated the meeting is a continuation of its April 7, 2015 meeting.

### **WORK SESSION ON FY 2015-2016 PROPOSED HENRY COUNTY BUDGET**

Mr. Hall first briefed the Board on pending issues currently being considered by the state Board of Elections concerning voting machines. Mr. Hall said Henry County along with 28 other localities statewide use the WINVote voting machines which contain a wireless feature that has resulted in glitches, including machines crashing and votes being cast for the wrong candidate. Mr. Hall said in 2005, the state Board of Elections told all counties to disconnect that wireless component, which Henry County did. Mr. Hall said the County has not had the first issue with these machines since then. However, some localities did not follow the state's request to disconnect the wireless component, which has caused problems for those localities. Mr. Hall said the Board of Elections is scheduled to vote April 14 on whether to require all localities to replace the WINVote machines. Mr. Hall said if they vote to take these machines out of commission, the County will have to replace a significant number of voting machines at an estimated cost of \$250,000 to \$300,000. Mr. Hall said these funds are not budgeted and will have to come out of the unencumbered reserves. Mr. Hall noted the machines must be in place before the November elections.

Mr. Hall then reviewed the budget by category and asked the Board to intervene if they had any questions.

There was some discussion concerning the jail needs assessment. Lt. Col. Steve Eanes said the state estimates it costs \$48 per day to house an inmate. Lt. Col. Eanes said although the jail is rated to hold only 67 inmates, as of today, it had 186 inmates. Lt. Col. Eanes said the inmates are double-bunked, but even so, there are only 126 beds; the remaining 60 inmates sleep on mattresses on the floor. Lt. Col. Eanes said an

additional 61 inmates have been sent to other jails in Martinsville, Danville, Roanoke, Dillwyn, Patrick County and Southampton County. Mr. Hall said the jail needs assessment will study the current jail situation, population trends, cost estimates and other factors to determine how the overcrowding best can be addressed.

There were some general inquiries about various line items in the revenue and expenditure categories. Mr. Hall discussed the future of the Gateway Streetscape Foundation. Mr. Hall said Mike Amos has been running the program in the absence of an executive director but Mr. Amos already has many responsibilities on his plate. Mr. Hall said while the organization does great work with limited resources, it struggles to raise money and during the next fiscal year, the County needs to determine if they want to continue with Gateway or find a new way to fulfil the organization's goals.

There being no further business to discuss, Ms. Buchanan moved to adjourn at 5:35 p.m., seconded by Mr. Bryant and unanimously carried.

# **HENRY COUNTY BOARD OF SUPERVISORS MINUTES**

**April 20, 2015 – 7:00 pm**

The Henry County Board of Supervisors met on April 20, 2015, at 7:00 pm in the Summerlin Meeting Room of the County Administration Building, King's Mountain Road, Collinsville, Virginia. The purpose of the meeting was to hold public hearings on the FY '15-'16 School Budget and Total County Budget. The following Board members were present: Chairman H. G. Vaughn, Vice Chairman Jim Adams, Debra Buchanan, Tommy Slaughter, Joe Bryant and Milton Kendall.

Staff members present were Tim Hall, County Administrator; Dale Wagoner, Deputy County Administrator; George Lyle, County Attorney; Michelle Via, Administrative Assistant; Darrell Jones, Director of Finance; Richard Stanfield, Deputy Director of Finance; and Susan Reynolds, Director of Human Resources.

School Superintendent Dr. Jared Cotton, Chief Financial Officer Dawn Lawson, and several School Board members were present.

Ben Williams of the Martinsville Bulletin was present. Also in attendance were Lt. Col. Steve Eanes, Lt. Troy Easter and Deputy Mike Hooper of the Sheriff's Office.

## **INVOCATION AND PLEDGE OF ALLEGIANCE**

Mr. Hall gave the invocation and Ms. Buchanan led in the Pledge of Allegiance.

## **CALL TO ORDER**

Chairman Vaughn called the meeting to order. He welcomed everyone present and stated there are two public hearings scheduled; the first public hearing is on the FY '15-'16 School Budget and the second public hearing is on the FY '15-'16 Total County Budget. He stated if anyone wishes to address the Board to come to the podium, state your name and the district in which you live. He stated those who wish to speak will agree to exhibit respect to the Board and they would receive the same level of respect.

## **PUBLIC HEARING - PROPOSED FY '15-'16 SCHOOL BUDGET**

Mr. Vaughn opened the public hearing at 7:03 pm.

School Superintendent Dr. Jared Cotton thanked the Board for its support over the past year, citing funding for additional iPads, land purchase for a new school, and carryover funds. However, Dr. Cotton said the school division's inability to offer needed step raises to staff has resulted in highly qualified teachers leaving the county each year to find better salaries in other school systems. Dr. Cotton said he understood it was unlikely any changes would be made to the budget, but he hoped that with the Board's partnership, we can address these salary issues in future budget years so that we can ensure students in Henry County are taught by highly qualified teachers.

Dorothy Carter, President of the Henry County Education Association, urged the Board to consider fully funding the schools' budget request. Ms. Carter said it has been four years since school employees received step raises. But, Ms. Carter said her biggest concern in the proposed budget is a jail needs assessment study and construction of a new jail that could cost the County \$40,000,000. Ms. Carter cited statistics that show a direct correlation between the lack of education and a troubled adult life. Ms. Carter said the focus should be to prevent the need for a jail by educating our students and fully funding our schools.

Ashby Pinkard, Stanleytown Elementary School librarian, also spoke and said she and other teachers were very disappointed that their voices were not heard last month when they addressed the Board. Ms. Pinkard said you will not be able to keep qualified teachers in Henry County if salaries are not aligned with other school systems.

There being no further comments the public hearing was closed at 7:16 pm.

### **PUBLIC HEARING - PROPOSED FY '15-'16 TOTAL COUNTY BUDGET**

Mr. Vaughn opened the public hearing at 7:17 pm.

Dick Ephgrave, Director of the Longwood University Small Business Development Center, requested a funding increase of \$3,000 to create a five-week program called Simple Start for prospective business owners.

Others who spoke at the public hearing included Barbara Parker with Piedmont Arts Association; Jack Hanbury, Patrick Henry Community College; Rick Ward, Karen Barley, and Amy Bunn of the Blue Ridge Regional Library system; Joe Keiper and Denny Casey of the Virginia Museum of Natural History; and Melissa White and Nicole Harris of the SPCA, all of whom thanked the Board for their support.

There being no further comments the public hearing was closed at 7:55 pm.

### **CONSIDERATION OF ANY PROPOSED BUDGET CHANGES**

Mr. Hall said at the conclusion of tonight's meeting, staff will need any changes the Board wishes to make to the proposed FY '16 budget, as it will be included in the Board package for adoption at the April 28 meeting and scheduled for appropriation at the May meeting.

Mr. Vaughn asked Board members for comments and suggestions on the FY '16 Budget. Mr. Vaughn addressed one comment made during the public hearing concerning funding for a new jail that was included in the capital improvements plan (CIP). Mr. Vaughn said projects and items listed in the CIP for fiscal year 2017 and beyond are merely a wish list. Mr. Vaughn said these numbers are often shifted further out and may not ever materialize.

The Board did not recommend any changes to the proposed budget. There being no further business to discuss, Mr. Slaughter moved at 7:58 pm to adjourn its meeting, seconded by Ms. Buchanan and unanimously carried.



Henry County  
Board of Supervisors

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**Meeting Date** April 28, 2015

**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 for March 2015.

**SUMMARY OF ACCOUNTS PAYABLE  
APRIL 28, 2015**

	<u>APRIL 2015</u>	<u>MARCH 2015</u>
ALL FUNDS PAYABLES:		
REGULAR PAYABLES:		
MARCH 31, 2015	CHECK # 20105551 THROUGH 20105853	
APRIL 2 & 15, 2015	CHECK # 20105854 THROUGH 20106052	
GENERAL FUND	\$ 662,767.18	\$ 585,660.74
LAW LIBRARY FUND	-	3,500.00
ECON DEV OPPORTUNITY FUND	-	-
INDUSTRIAL PARK FUND	-	-
CENTRAL DISPATCH FUND	12,145.64	21,858.22
REGIONAL INDUSTRIAL SITE PROJECT	420,205.75	1,455.00
SPECIAL CONSTRUCTION GRANT	-	4,487.12
HCO/MTSV INDUSTRIAL SITE	-	-
GATEWAY STREETScape FOUNDATION	703.86	308.97
COMPREHENSIVE SERVICE ACT FUND	89,617.88	739.47
FIELDALE SANITARY DISTRICT	1,353.84	-
PHILPOTT MARINA FUND	18,344.31	13,114.40
PAYROLL:		
MARCH 20, 2015 (Stipend)	DIRECT DEPOSIT ADVICES # 0414907 THROUGH 0415231	
MARCH 26, 2015 (Awards)	DIRECT DEPOSIT ADVICES # 0416364 THROUGH 0416381	
MARCH 31, 2015	DIRECT DEPOSIT ADVICES # 0417488 THROUGH 0417876	
APRIL 15, 2015	DIRECT DEPOSIT ADVICES # 0418393 THROUGH 0418595	
GENERAL FUND	146,495.33	602,609.83
E911 CENTRAL DISPATCH FUND	163.70	55,439.41
COMPREHENSIVE SERVICE ACT FUND	1,217.71	1,229.71
PHILPOTT MARINA FUND	1,051.28	1,251.11
	\$ 1,354,066.48	\$ 1,291,653.98
TOTAL ALL FUND PAYABLES		

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 APRIL 28, 2015.

\_\_\_\_\_  
H G VAUGHN, CHAIRMAN  
HENRY COUNTY BOARD OF SUPERVISORS

**PROCLAMATION**  
**OF THE**  
**HENRY COUNTY BOARD OF SUPERVISORS**

**WHEREAS**, the citizens of Henry County receive professional fire and rescue services each day without physical demand the volunteer fire and EMS agencies of the county; and

**WHEREAS**, approximately 500 citizens unselfishly risk their lives and donate many hours of personal time to meet the needs of our community by membership in rescue squads and fire departments serving the County; and

**WHEREAS**, there are approximately 1,526 calls for service for a fire department response and approximately 6,460 calls for service for an EMS response; and

**WHEREAS**, these members of the Axton, Bassett, Collinsville, Dyers Store, Fieldale, Horsepasture, Patrick Henry and Ridgeway volunteer fire departments and the Axton, Bassett, Fieldale-Collinsville, Horsepasture, and Ridgeway rescue squads continue to set the example of community spirit, pride, interest in their community and love for their fellow man; and

**WHEREAS**, the Henry County Board of Supervisors is cognizant of the tremendous value of the services performed by these volunteers, not only in terms of human needs met, but also in consideration of the financial asset which their volunteer services provide to the County during our economic revival; and

**WHEREAS**, the Henry County Board of Supervisors desires to recognize these dedicated public servants who contribute so much to the health and safety of their community;

**NOW, THEREFORE, BE IT RESOLVED** by the Henry County Board of Supervisors that, on the 28<sup>th</sup> day of April, 2015, it does hereby proclaim May 1, 2015, as **FIRE/RESCUE VOLUNTEER APPRECIATION DAY** in Henry County, and does express its gratitude to the men and women who serve as members of the Volunteer Fire Departments and Rescue Squads serving Henry County and encourages all other organizations and media to express appreciation to our volunteers.

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H. G. Vaughn, Chairman  
Henry County Board of Supervisors



Henry County  
Board of Supervisors

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**Meeting Date** April 28, 2015

**Item Number** 5D

**Issue**

Proclamation Establishing May 15, 2015 as “National Police Officers Memorial Day” in Henry County

**Background**

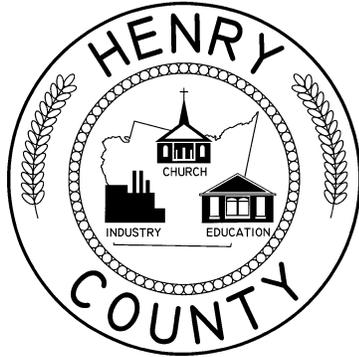
Sheriff Perry is requesting that the Board designate May 15, 2015 as “National Police Officers Memorial Day” in Henry County. Six Henry County law enforcement officers – John Hughes Mitchell, George S. Frame, John J. Johnston, Willis Herman Ferguson, George Melvin Brown and Paul Edward Grubb – have given their lives in the line of duty. Local law enforcement agencies will hold a memorial service to pay tribute to these fallen heroes on May 14<sup>th</sup> at 11:00 a.m. in the Martinsville Council Chambers. The Board is invited to attend.

**Attachments**

Proposed Proclamation

**Staff Recommendation**

Staff recommends approval of the proclamation establishing May 15, 2015 as “National Police Officers Memorial Day” in Henry County.



# PROCLAMATION

OF THE  
HENRY COUNTY BOARD OF SUPERVISORS

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

**WHEREAS**, a major reason for that peace of mind is the quality law enforcement provided by the men and women of the Henry County Sheriff's Office who help create and maintain the wonderful quality of life that we enjoy, and put themselves at risk each day so that the citizens of Henry County can enjoy without fear the opportunities afforded them in this great community; and

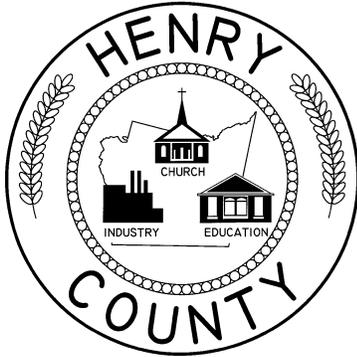
**WHEREAS**, six Henry County law enforcement officers – John Hughes Mitchell, George S. Frame, John J. Johnston, Willis Herman Ferguson, George Melvin Brown and Paul Edward Grubb – have given their lives in the line of duty; and

**WHEREAS**, May 10-16, 2015 has been set aside to remember these fallen heroes across the nation, with May 15, 2015 designated as National Police Officers Memorial Day, and is a time to recognize the sacrifices made nationally and locally by the brave men and women of law enforcement, particularly our six fallen officers:

**NOW, THEREFORE, BE IT PROCLAIMED**, on this 28<sup>th</sup> day of April 2015 that the Henry County Board of Supervisors declares May 15, 2015 to be National Police Officers Memorial Day in Henry County. Furthermore, the Board realizes that while a mere "thank you" is inadequate to convey the true feelings of this community toward the Henry County Sheriff's Office, the hope is that these heroic men and women accept our deepest devotion and admiration for themselves, their profession, and their six brethren who made the ultimate sacrifice.

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H.G. Vaughn, Chairman  
Henry County Board of Supervisors



**PROCLAMATION**  
**OF THE**  
**HENRY COUNTY BOARD OF SUPERVISORS**

*National Window Film Day*

**WHEREAS**, window film ensures safe and secure environments for home and vehicle owners, public buildings, and retail establishments; and

**WHEREAS**, nearly 80 percent of all window film in the world is manufactured in the United States and over 35 percent of it is manufactured right here in Henry County, Virginia; and

**WHEREAS**, Virginia is home to the International Window Film Association and Henry County is the home of the primary window film manufacturing facilities of Eastman Chemical Company; and

**WHEREAS**, Henry County proudly claims the title of the world's largest manufacturer of window film; and

**WHEREAS**, the window film industry contributes to a strong economy in Virginia and provides quality advanced manufacturing jobs for the citizens of Henry County; and

**WHEREAS**, National Window Film Day is an opportunity to acknowledge the men and women in the industry who manufacture, distribute, and install window film and educate the public about the industry's many contributions to our society:

**NOW, THEREFORE, BE IT PROCLAIMED**, on this 28<sup>th</sup> day of April 2015 that the Henry County Board of Supervisors declares April 30, 2015 as NATIONAL WINDOW FILM DAY in Henry County and calls this observance to the attention of all of our citizens.

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H.G. Vaughn, Chairman  
Henry County Board of Supervisors



# Henry County Board of Supervisors

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**Meeting Date** April 28, 2015

**Item Number** 6

**Issue**

Update on West Piedmont Planning District Commission

**Background**

Mr. David Hoback, Executive Director of the West Piedmont Planning District Commission, requested time on the agenda to update the Board on activities at WPPDC and to introduce himself as the new executive director.

**Attachments**

None

**Staff Recommendation**

None



Henry County  
Board of Supervisors

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**Meeting Date** April 28, 2015

**Item Number** 7

**Issue**

Matters Presented by the Public – Skip Ressel

**Background**

Mr. Ressel requested time on the Board's agenda to discuss Interstate 73.

**Attachments**

None

**Staff Recommendation**

None



Henry County  
Board of Supervisors

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**Meeting Date** April 28, 2015

**Item Number** 8

**Issue**

Adoption of the FY 2015-16 Henry County Budget

**Background**

The County Administrator has projected this meeting for adoption of the FY '16 Budget. Numerous actions are necessary to complete the budget process: setting of tax rates, adoption of budget, and appropriation of budget. The Board of Supervisors is scheduled to set the tax rates and adopt the budget today; appropriation of the budget is scheduled for May 26, 2015.

Pursuant to § 58.1-3001 of the Code, the Board must fix the total amount of tax levies for the coming year. The rates projected in the proposed budget are reflected in the following motion:

***"I move that the Board adopt the following tax rates for FY '16:  
Real Estate:    \$.488 per \$100 assessed value***

***Personal Property and Machinery and Tools:       \$1.48       per  
\$100 of assessed value for personal property, including motor  
vehicles, and \$1.48 per \$100 of assessed value for machinery  
and tools/business equipment."***

***Personal Property Tax Relief: The effective reimbursement rate  
for the Personal Property Tax Relief Act on a qualifying vehicle  
is 46.8 percent."***

As you know, the above rate on machinery and tools/business equipment is the nominal rate. The effective rate is the nominal rate times the assessment ratio, which results in the following effective rates:

Personal Property (motor vehicles)	\$1.48 per \$100	
Machinery/Tools/Business Equipment	Year 1	97%
	Year 2	87%

Year 3	77%
Year 4	67%
Year 5/till disposed	57%

Also, mobile homes are considered personal property but are taxed at the real estate rate; therefore, their rate would be \$0.488 per \$100.

The **School Budget** and **Total Budget** are listed separately for approval.

**School Budget:** The “*Summary of Revenues and Expenditures*” is listed as Exhibits A and B, which will be distributed at the meeting. The staff is unaware of any pending issues that may alter the proposed budget; therefore, the following motion is in order for this purpose:

***“I move that the Board adopt the proposed budget for school expenditures for FY 2016 by category as summarized in Exhibits A and B, subject to the state, federal, and local funds becoming available as estimated.”***

**Total Budget:** The “*Summary of Revenues and Expenditures*” is listed as Exhibits A and B.

**Adoption of Budget for Fiscal Planning Purposes:** Pursuant to § 15.2-2503 of the Code, the Board must approve the total budget, including Interfund transfers, for fiscal planning purposes, prior to June 30. The appropriate motion would be:

***“I move that the Board adopt the proposed FY 2016 Budget for fiscal planning purposes as summarized in Exhibits A and B.”***

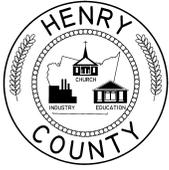
No County funds can be expended or obligated until an appropriation of the budget is made. The Board of Supervisors is scheduled to appropriate the budget May 26, 2015.

**Attachments** (to be distributed at the meeting)

1. Exhibit A, Expenditures by Cost Centers
2. Exhibit B, Revenues by Funds

**Staff Recommendation**

Staff recommends adoption of the items as outlined by the motions above.



# Henry County Board of Supervisors

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**Meeting Date** April 28, 2015

**Item Number** 9

**Issue**

Monthly Report on Delinquent Tax Collection Efforts

**Background**

County Treasurer Scott Grindstaff will provide an update on delinquent tax collection efforts. Also attached is the report from Taxing Authority Consulting Services (TACS) concerning collection of delinquent taxes.

**Attachments**

1. Report from County Treasurer
2. Report from TACS

**Staff Recommendation**

None

# County of Henry



OFFICE OF THE TREASURER

COUNTY ADMINISTRATION BUILDING  
3300 KINGS MOUNTAIN ROAD  
COLLINSVILLE, VIRGINIA

SCOTT B. GRINDSTAFF  
MGT

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

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

To: Tim Hall  
Board of Supervisors

From: Scott Grindstaff

CC: George Lyle

Date: April 14, 2015

Re: Delinquent Taxes

1. **PP Collection** – As of March 31, 2015, we have collected **93.33% of 2014 PP taxes**. We collected \$206,991.79 in March.
2. **RE Collection** – As of March 31, 2015, we have collected **91.14% of 2014 RE taxes**. We collected \$246,859.82 in March.
3. Since the first of January 2015, TACS has collected \$239,244.66.
4. VRW STOPS:

We just added 302 stops on DMV Registration Withholding.

2012 - 845  
2013 - 249  
2014 - 103

<b>PERSONAL PROPRERTY TAX OUTSTANDING</b>	<b><u>Jan-15</u></b>	<b><u>Feb-15</u></b>	<b><u>Mar-15</u></b>
<b>2014</b>	987,980.15	878,713.98	686,932.06
<b>2013</b>	202,772.16	194,748.00	185,135.08
<b>2012</b>	114,181.36	111,537.55	108,569.91
<b>2011</b>	75,168.02	74,756.54	73,355.60
<b>2010</b>	<u>114,244.89</u>	<u>113,836.95</u>	<u>112,608.58</u>
 <b>TOTAL</b>	 1,494,346.58	 1,373,593.02	 1,166,601.23
 <b>COLLECTED</b>		 120,753.56	 206,991.79
 <b>2014 PP TAX <u>BILLED</u></b>			
	<b>PERCENT OF 2014 PP TAXES COLLECTED</b>		
<b>10,291,446.50</b>	90.40%	91.46%	93.33%

**REAL  
ESTATE  
TAX  
OUTSTANDING**

	<b>Jan-15</b>	<b>Feb-15</b>	<b>Mar-15</b>
<b>2014</b>	1,544,609.05	1,404,151.84	1,247,279.31
<b>2013</b>	729,192.61	700,526.52	669,263.31
<b>2012</b>	398,880.62	373,988.19	348,984.96
<b>2011</b>	225,552.13	211,179.59	200,599.22
<b>2010</b>	138,452.66	131,732.58	124,686.89
<b>2009</b>	97,205.65	94,946.96	89,423.93
<b>2008</b>	75,434.44	73,400.13	69,617.84
<b>2007</b>	51,866.35	50,880.06	46,441.66
<b>2006</b>	42,121.58	41,286.84	40,229.13
<b>2005</b>	32,146.83	31,813.23	31,691.35
<b>2004</b>	27,870.30	27,831.72	27,447.87
<b>2003</b>	20,292.47	18,705.23	18,339.16
<b>2002</b>	13,473.44	13,473.46	13,341.21
<b>2001</b>	10,151.89	10,108.10	10,062.32
<b>2000</b>	11,758.24	11,553.73	11,329.12
<b>1999</b>	6,203.55	6,129.86	6,110.94
<b>1998</b>	5,336.37	5,304.36	5,304.36
<b>1997</b>	8,040.34	8,008.32	8,008.32
<b>1996</b>	4,650.54	4,648.35	4,648.35
<b>1995</b>	<u>4,129.54</u>	<u>4,127.13</u>	<u>4,127.13</u>

**TOTAL** 3,447,368.60 3,223,796.20 2,976,936.38

**COLLECTED** 223,572.40 246,859.82

<b>2014 RE BILLED</b>	<b>PERCENT OF 2014 RE TAXES COLLECTED</b>		
<b>14,071,102.81</b>	89.02%	90.02%	91.14%



Henry County  
Board of Supervisors

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**Meeting Date** April 28, 2015

**Item Number** 10

**Issue**

Monthly Update from the Martinsville-Henry County Economic Development Corporation

**Background**

Mark Heath, President and 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

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**Meeting Date** April 28, 2015

**Item Number** 11

**Issue**

Monthly Financial Reports

**Background**

See attached.

**Attachments**

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

**Staff Recommendation**

Information only; no action needed.

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COUNTY OF HENRY LIVE DATABASE  
FUND SUMMARY OF REVENUE  
THROUGH MARCH 31, 2015

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FOR 2015 09

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
31 GENERAL FUND	47,769,505	61,556,792	43,054,969.35	2,882,114.41	18,501,822.98	69.9%
33 LAW LIBRARY FUND	31,500	31,500	11,481.50	724.10	20,018.50	36.4%
36 CENTRAL DISPATCH FUND	1,488,551	1,496,945	1,045,182.90	24,560.02	451,762.10	69.8%
37 HCO/MTSV INDUSTRIAL SITE PROJ	0	20,910,760	7,463,495.72	2,263,878.47	13,447,264.49	35.7%
39 SPECIAL CONSTRUCTION GRANTS	0	1,613,639	311,295.10	7,386.96	1,302,343.47	19.3%
43 GATEWAY STREETScape FOUND	95,155	95,155	78,917.80	5,000.00	16,237.20	82.9%
45 INDUSTRIAL DEVELOPMENT AUTH	2,336,912	3,821,720	2,340,586.04	155,778.79	1,481,133.63	61.2%
46 COMPREHENSIVE SERV ACT FUND	1,028,857	1,028,857	596,563.97	85,738.97	432,293.03	58.0%
50 FIELDDALE SANITARY DISTRICT	19,500	19,500	556.91	.00	18,943.09	2.9%
51 PHILPOTT MARINA FUND	311,522	343,522	144,846.04	17,371.69	198,675.96	42.2%
58 SELF-INSURANCE FUND	0	0	8,641,533.06	105,001.12	-8,641,533.06	100.0%
65 HENRY-MTSV SOCIAL SERVICES	6,446,425	6,446,706	4,640,339.18	447,907.11	1,806,367.08	72.0%
70 SCHOOL FUND	73,119,097	76,643,698	47,556,686.15	5,697,777.87	29,087,011.58	62.0%
71 SCHOOL TEXTBOOK FUND	506,012	692,288	347,879.73	42,167.67	344,408.30	50.3%
81 SCHOOL CAFETERIA FUND	4,321,838	4,542,619	2,743,269.42	491,914.87	1,799,349.84	60.4%
GRAND TOTAL	137,474,874	179,243,701	118,977,602.87	12,227,322.05	60,266,098.19	66.4%

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

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COUNTY OF HENRY LIVE DATABASE  
FUND SUMMARY OF EXPENDITURES  
THROUGH MARCH 31, 2015

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FOR 2015 09

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
31 GENERAL FUND	47,769,505	61,556,792	34,160,007.87	2,305,715.10	1,015,476.01	26,381,308.45	57.1%
33 LAW LIBRARY FUND	31,500	31,500	11,490.16	4,414.49	3,568.00	16,441.84	47.8%
36 CENTRAL DISPATCH FUND	1,488,551	1,496,945	1,114,735.01	131,595.55	22,103.14	360,106.85	75.9%
37 HCO/MTSV INDUSTRIAL SITE PROJ	0	20,910,760	6,702,519.50	689,561.33	10,463,342.07	3,744,898.64	82.1%
39 SPECIAL CONSTRUCTION GRANTS	0	1,613,639	338,272.22	8,068.22	133,829.95	1,141,536.40	29.3%
43 GATEWAY STREETSCAPE FOUND	95,155	95,155	42,563.03	560.10	.00	52,591.97	44.7%
45 INDUSTRIAL DEVELOPMENT AUTH	2,336,912	3,821,720	2,096,871.86	18,661.62	198,310.54	1,526,537.27	60.1%
46 COMPREHENSIVE SERV ACT FUND	1,028,857	1,028,857	532,841.40	73,259.97	633,843.87	-137,828.27	113.4%
50 FIELDDALE SANITARY DISTRICT	19,500	19,500	11,765.45	1,397.76	.00	7,734.55	60.3%
51 PHILPOTT MARINA FUND	311,522	343,522	135,014.07	15,446.57	26,810.70	181,697.23	47.1%
58 SELF-INSURANCE FUND	0	0	6,499,638.30	787,747.58	.00	-6,499,638.30	100.0%
65 HENRY-MTSV SOCIAL SERVICES	6,446,425	6,446,706	4,637,747.49	532,949.78	41,507.00	1,767,451.77	72.6%
70 SCHOOL FUND	73,119,097	76,643,698	50,465,121.91	5,811,525.14	1,912,685.10	24,265,890.72	68.3%
71 SCHOOL TEXTBOOK FUND	506,012	692,288	459,869.38	.00	.00	232,418.65	66.4%
81 SCHOOL CAFETERIA FUND	4,321,838	4,542,619	3,311,167.64	457,246.38	275,592.47	955,859.15	79.0%
GRAND TOTAL	137,474,874	179,243,701	110,519,625.29	10,838,149.59	14,727,068.85	53,997,006.92	69.9%

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

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COUNTY OF HENRY LIVE DATABASE  
SUMMARY OF REVENUE BY COST CENTERS  
THROUGH MARCH 31, 2015

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FOR 2015 09

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
<b>31 GENERAL FUND</b>						
31301100 GENERAL PROPERTY TAXES	22,956,023	22,956,023	22,864,900.06	472,190.55	91,122.94	99.6%
31301200 OTHER LOCAL TAXES	11,265,000	11,265,000	8,674,863.98	1,450,299.56	2,590,136.02	77.0%
31301300 PERMITS, FEES & LICENSES	70,500	70,500	37,522.90	3,708.64	32,977.10	53.2%
31301400 FINES AND FORFEITURES	178,650	178,650	150,891.11	16,689.36	27,758.89	84.5%
31301500 REVENUE FROM USE OF PROPERTY	575,206	575,206	470,397.32	27,881.40	104,808.68	81.8%
31301600 CHARGES FOR SERVICES	266,954	270,406	246,909.18	35,038.91	23,496.82	91.3%
31301800 MISCELLANEOUS REVENUE	70,000	70,000	73,007.08	4,659.21	-3,007.08	104.3%
31301900 RECOVERED COST	2,249,509	2,646,023	1,711,214.69	130,829.67	934,808.31	64.7%
31302200 NON-CATEGORICAL AID STATE	4,295,828	4,295,828	3,567,699.13	190,506.57	728,128.87	83.1%
31302300 SHARED EXPENSES (CATEGORICAL)	5,569,112	5,571,818	4,234,812.29	475,921.24	1,337,005.71	76.0%
31302400 CATEGORICAL AID STATE	109,731	2,781,234	307,922.98	472.32	2,473,311.25	11.1%
31303100 FED PAYMENTS IN LIEU OF TAXES	3,000	3,000	.00	.00	3,000.00	.0%
31303300 CATEGORICAL AID FEDERAL	139,992	1,909,488	668,664.72	72,492.83	1,240,823.56	35.0%
31304100 NON-REVENUE RECEIPTS	20,000	43,000	46,163.91	1,424.15	-3,163.91	107.4%
31304109 RESERVE FUNDS	0	8,920,616	.00	.00	8,920,615.82	.0%
TOTAL GENERAL FUND	47,769,505	61,556,792	43,054,969.35	2,882,114.41	18,501,822.98	69.9%
<b>33 LAW LIBRARY FUND</b>						
33301600 CHARGES FOR SERVICES	7,000	7,000	6,668.80	724.10	331.20	95.3%
33301900 RECOVERED COST	6,000	6,000	4,812.70	.00	1,187.30	80.2%
33304109 RESERVE FUNDS	18,500	18,500	.00	.00	18,500.00	.0%
TOTAL LAW LIBRARY FUND	31,500	31,500	11,481.50	724.10	20,018.50	36.4%
<b>36 CENTRAL DISPATCH FUND</b>						
36301900 RECOVERED COST	361,219	363,737	338,859.24	8.90	24,877.96	93.2%
36302300 SHARED EXPENSES (CATEGORICAL)	190,071	190,071	116,896.21	12,733.47	73,174.79	61.5%
36302400 CATEGORICAL AID STATE	132,000	132,000	107,828.09	11,817.65	24,171.91	81.7%
36304105 FUND TRANSFERS	722,399	722,399	481,599.36	.00	240,799.64	66.7%
36304109 RESERVE FUNDS	82,862	88,738	.00	.00	88,737.80	.0%
TOTAL CENTRAL DISPATCH FUND	1,488,551	1,496,945	1,045,182.90	24,560.02	451,762.10	69.8%
<b>37 HCO/MTSV INDUSTRIAL SITE PROJ</b>						

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COUNTY OF HENRY LIVE DATABASE  
SUMMARY OF REVENUE BY COST CENTERS  
THROUGH MARCH 31, 2015

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FOR 2015 09

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
37301900 RECOVERED COST	0	6,666,332	1,000,000.00	.00	5,666,332.02	15.0%
37302400 CATEGORICAL AID STATE	0	10,911,864	6,463,495.72	2,263,878.47	4,448,368.40	59.2%
37304105 FUND TRANSFERS	0	3,332,564	.00	.00	3,332,564.07	.0%
TOTAL HCO/MTSV INDUSTRIAL SITE PR	0	20,910,760	7,463,495.72	2,263,878.47	13,447,264.49	35.7%
39 SPECIAL CONSTRUCTION GRANTS						
39301900 RECOVERED COST	0	69,575	37,547.72	7,386.96	32,027.49	54.0%
39303300 CATEGORICAL AID FEDERAL	0	1,516,461	273,747.38	.00	1,242,713.22	18.1%
39304105 FUND TRANSFERS	0	22,379	.00	.00	22,378.72	.0%
39304109 RESERVE FUNDS	0	5,224	.00	.00	5,224.04	.0%
TOTAL SPECIAL CONSTRUCTION GRANTS	0	1,613,639	311,295.10	7,386.96	1,302,343.47	19.3%
43 GATEWAY STREETSCAPE FOUND						
43301500 REVENUE FROM USE OF PROPERTY	120	120	38.42	.00	81.58	32.0%
43301900 RECOVERED COST	70,960	70,960	66,857.88	.00	4,102.12	94.2%
43303300 CATEGORICAL AID FEDERAL	12,000	12,000	12,021.50	5,000.00	-21.50	100.2%
43304109 RESERVE FUNDS	12,075	12,075	.00	.00	12,075.00	.0%
TOTAL GATEWAY STREETSCAPE FOUND	95,155	95,155	78,917.80	5,000.00	16,237.20	82.9%
45 INDUSTRIAL DEVELOPMENT AUTH						
45301500 REVENUE FROM USE OF PROPERTY	711,518	711,518	765,586.04	5,778.79	-54,068.04	107.6%
45301900 RECOVERED COST	275,450	275,450	20,000.00	.00	255,450.00	7.3%
45302400 CATEGORICAL AID STATE	0	650,000	1,555,000.00	150,000.00	-905,000.00	239.2%
45304104 PROCEEDS FROM INDEBTEDNESS	0	170,925	.00	.00	170,925.00	.0%
45304105 FUND TRANSFERS	1,349,944	2,013,827	.00	.00	2,013,826.67	.0%
TOTAL INDUSTRIAL DEVELOPMENT AUTH	2,336,912	3,821,720	2,340,586.04	155,778.79	1,481,133.63	61.2%
46 COMPREHENSIVE SERV ACT FUND						

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COUNTY OF HENRY LIVE DATABASE  
SUMMARY OF REVENUE BY COST CENTERS  
THROUGH MARCH 31, 2015

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FOR 2015 09

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
46301900 RECOVERED COST	42,251	42,251	42,251.00	.00	.00	100.0%
46302400 CATEGORICAL AID STATE	652,295	652,295	331,438.97	85,738.97	320,856.03	50.8%
46304105 FUND TRANSFERS	334,311	334,311	222,874.00	.00	111,437.00	66.7%
TOTAL COMPREHENSIVE SERV ACT FUND	1,028,857	1,028,857	596,563.97	85,738.97	432,293.03	58.0%
50 FIELDALE SANITARY DISTRICT						
50301500 REVENUE FROM USE OF PROPERTY	750	750	556.91	.00	193.09	74.3%
50304109 RESERVE FUNDS	18,750	18,750	.00	.00	18,750.00	.0%
TOTAL FIELDALE SANITARY DISTRICT	19,500	19,500	556.91	.00	18,943.09	2.9%
51 PHILPOTT MARINA FUND						
51301500 REVENUE FROM USE OF PROPERTY	58,000	58,000	94,633.37	16,283.36	-36,633.37	163.2%
51301800 MISCELLANEOUS REVENUE	171,000	171,000	45,774.87	1,088.33	125,225.13	26.8%
51301900 RECOVERED COST	0	0	4,437.80	.00	-4,437.80	100.0%
51303300 CATEGORICAL AID FEDERAL	0	22,500	.00	.00	22,500.00	.0%
51304105 FUND TRANSFERS	80,000	89,500	.00	.00	89,500.00	.0%
51304109 RESERVE FUNDS	2,522	2,522	.00	.00	2,522.00	.0%
TOTAL PHILPOTT MARINA FUND	311,522	343,522	144,846.04	17,371.69	198,675.96	42.2%
58 SELF-INSURANCE FUND						
58301500 REVENUE FROM USE OF PROPERTY	0	0	4,618.80	35.04	-4,618.80	100.0%
58301600 CHARGES FOR SERVICES	0	0	8,636,914.26	104,966.08	-8,636,914.26	100.0%
TOTAL SELF-INSURANCE FUND	0	0	8,641,533.06	105,001.12	-8,641,533.06	100.0%
65 HENRY-MTSV SOCIAL SERVICES						
65401900 RECOVERED COSTS	318,094	318,113	314,517.50	4,038.66	3,595.63	98.9%
65402400 CATEGORICAL AID STATE	2,537,445	2,537,670	1,430,320.44	160,693.17	1,107,349.56	56.4%
65403300 CATEGORICAL AID FEDERAL	2,999,687	2,999,687	2,501,368.60	283,175.28	498,318.40	83.4%

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COUNTY OF HENRY LIVE DATABASE  
SUMMARY OF REVENUE BY COST CENTERS  
THROUGH MARCH 31, 2015

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FOR 2015 09

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
65404105 FUND TRANSFERS	591,199	591,236	394,132.64	.00	197,103.49	66.7%
TOTAL HENRY-MTSV SOCIAL SERVICES	6,446,425	6,446,706	4,640,339.18	447,907.11	1,806,367.08	72.0%
70 SCHOOL FUND						
70702401 STATE RETAIL SALES & USE TAX	7,663,002	7,690,080	4,489,838.06	549,793.22	3,200,241.94	58.4%
70702402 STATE SOQ FUNDS	27,538,133	27,872,553	20,905,053.66	2,404,379.46	6,967,499.34	75.0%
70702403 STATE SOQ FRINGE BENEFITS	4,401,708	4,417,528	3,315,638.24	376,949.26	1,101,889.76	75.1%
70702404 STATE OTHER SOQ FUNDS	5,122,799	5,001,297	2,371,623.00	790,541.00	2,629,674.00	47.4%
70702405 STATE CATEGORICAL FUNDS	101,100	101,100	25,737.51	1,606.38	75,362.49	25.5%
70702406 OTHER STATE FUNDS	821,460	821,003	173,472.29	57,913.09	647,530.71	21.1%
70702407 FEDERAL FUNDS / GRANTS	9,653,000	9,653,000	4,073,715.98	1,426,965.17	5,579,284.02	42.2%
70702408 FROM OTHER FUNDS	1,165,000	1,214,646	1,099,676.86	89,629.73	114,969.14	90.5%
70702409 FROM COUNTY FUNDS	16,652,895	19,872,491	11,101,929.92	.00	8,770,560.81	55.9%
70702411 FROM LOANS, BONDS AND INVEST	0	0	.63	.56	-.63	100.0%
TOTAL SCHOOL FUND	73,119,097	76,643,698	47,556,686.15	5,697,777.87	29,087,011.58	62.0%
71 SCHOOL TEXTBOOK FUND						
71701500 REVENUE FROM USE OF PROPERTY	0	0	10,538.37	.00	-10,538.37	100.0%
71704105 FUND TRANSFERS	506,012	511,498	337,341.36	42,167.67	174,156.64	66.0%
71704109 RESERVE FUNDS	0	180,790	.00	.00	180,790.03	.0%
TOTAL SCHOOL TEXTBOOK FUND	506,012	692,288	347,879.73	42,167.67	344,408.30	50.3%
81 SCHOOL CAFETERIA FUND						
80000410 RESERVE FUNDS	0	605	.00	.00	605.26	.0%
80000415 FUND TRANSFERS	0	17,038	.00	.00	17,038.00	.0%
80100160 CAFETERIA OPERATING REVENUES	244,425	267,302	168,071.38	34,432.84	99,230.62	62.9%
80200160 CAFETERIA OPERATING REVENUES	194,570	214,987	125,206.93	24,419.66	89,780.07	58.2%
80600160 CAFETERIA OPERATING REVENUES	178,045	178,045	114,743.34	21,526.27	63,301.66	64.4%
80800160 CAFETERIA OPERATING REVENUES	190,177	190,177	126,415.63	23,031.96	63,761.37	66.5%
80900160 CAFETERIA OPERATING REVENUES	202,630	218,927	132,355.23	25,419.15	86,571.77	60.5%
81000160 CAFETERIA OPERATING REVENUES	228,903	228,903	141,068.93	26,797.65	87,834.07	61.6%
81100160 CAFETERIA OPERATING REVENUES	201,473	218,692	157,270.90	27,122.82	61,421.10	71.9%

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COUNTY OF HENRY LIVE DATABASE  
SUMMARY OF REVENUE BY COST CENTERS  
THROUGH MARCH 31, 2015

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FOR 2015 09

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
81300160 CAFETERIA OPERATING REVENUES	270,267	270,267	164,345.34	26,821.43	105,921.66	60.8%
81400160 CAFETERIA OPERATING REVENUES	580,594	580,594	325,312.82	56,361.64	255,281.18	56.0%
81900160 CAFETERIA OPERATING REVENUES	473,642	473,642	268,531.24	48,195.33	205,110.76	56.7%
82000160 CAFETERIA OPERATING REVENUES	478,746	478,746	291,068.33	45,424.71	187,677.67	60.8%
82300160 CAFETERIA OPERATING REVENUES	425,252	425,252	273,567.99	38,303.21	151,684.01	64.3%
83000160 CAFETERIA OPERATING REVENUES	0	68,090	221.68	.00	67,868.32	.3%
83200160 CAFETERIA OPERATING REVENUES	329,485	356,298	211,935.51	41,270.60	144,362.49	59.5%
83300160 CAFETERIA OPERATING REVENUES	323,629	355,054	243,154.17	52,787.60	111,899.83	68.5%
TOTAL SCHOOL CAFETERIA FUND	4,321,838	4,542,619	2,743,269.42	491,914.87	1,799,349.84	60.4%
GRAND TOTAL	137,474,874	179,243,701	118,977,602.87	12,227,322.05	60,266,098.19	66.4%

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

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COUNTY OF HENRY LIVE DATABASE  
SUMMARY OF EXPENDITURES BY COST CENTERS  
THROUGH MARCH 31, 2015

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FOR 2015 09

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
31 GENERAL FUND							
31311010 BOARD OF SUPERVISORS	126,704	126,704	80,251.08	12,370.55	.00	46,452.92	63.3%
31312110 COUNTY ADMINISTRATOR	331,851	331,851	253,507.73	31,178.06	.00	78,343.27	76.4%
31312240 INDEPENDENT AUDITOR	55,000	55,000	36,799.00	.00	.00	18,201.00	66.9%
31312250 HUMAN RESOURCES / TRAINING	56,940	56,940	39,542.41	4,957.12	2,100.25	15,297.34	73.1%
31312260 COUNTY ATTORNEY	163,054	163,054	114,941.29	14,076.85	.00	48,112.71	70.5%
31312310 COMMISSIONER OF REVENUE	550,411	550,411	416,852.06	60,492.16	.00	133,558.94	75.7%
31312320 ASSESSORS	109,709	109,709	79,376.43	9,386.91	.00	30,332.57	72.4%
31312410 COUNTY TREASURER'S OFFICE	566,031	555,849	412,890.93	52,528.15	.00	142,958.07	74.3%
31312430 FINANCE	363,309	363,309	272,562.75	34,631.09	.00	90,746.25	75.0%
31312510 COUNTY INFORMATION SERVICES	307,394	310,294	245,849.86	16,427.40	1,076.00	63,368.39	79.6%
31312520 CENTRAL PURCHASING	204,273	209,973	155,737.06	18,003.01	.00	54,235.94	74.2%
31313200 REGISTRAR	238,862	238,862	154,864.71	14,171.99	.00	83,997.29	64.8%
31321100 CIRCUIT COURT	91,995	91,995	64,505.89	8,901.04	.00	27,489.11	70.1%
31321200 GENERAL DISTRICT COURT	17,086	17,086	8,383.35	1,150.43	.00	8,702.65	49.1%
31321300 SPECIAL MAGISTRATES	3,060	3,060	1,651.74	15.52	43.93	1,364.33	55.4%
31321500 JUVENILE & DOMESTIC RELATIONS	9,124	9,124	5,928.14	371.15	.00	3,195.86	65.0%
31321600 CLERK OF THE CIRCUIT COURT	721,109	723,559	541,075.52	69,203.58	5,216.41	177,267.07	75.5%
31321700 SHERIFF CIVIL & COURT SECURIT	1,027,839	1,060,479	786,818.76	90,777.86	1,356.30	272,304.14	74.3%
31321900 VICTIM / WITNESS ASSIST	145,000	148,194	101,785.20	11,642.53	.00	46,408.80	68.7%
31322100 COMMONWEALTH ATTORNEY	814,992	814,992	613,070.18	67,348.36	.00	201,921.82	75.2%
31331200 SHERIFF LAW ENFORCEMENT	5,480,669	5,505,082	4,016,459.90	540,435.59	201,429.66	1,287,192.42	76.6%
31331330 ENFORCE SAFETY EQUIPMENT #1	0	11,536	.00	.00	.00	11,536.00	.0%
31331341 ENFORCE DUI AND SEATBELT #2	0	11,262	9,085.88	.00	.00	2,175.92	80.7%
31331342 ENFORCE DUI AND SEATBELT #3	0	40,736	10,411.24	121.33	.00	30,324.76	25.6%
31331350 ENFORCE SAFETY EQUIPMENT #2	0	6,167	2,493.00	.00	.00	3,674.00	40.4%
31331351 ENFORCE SAFETY EQUIPMENT EYE	0	869	831.00	.00	.00	38.00	95.6%
31331452 JAG GRANT	0	5,471	5,400.37	.00	.00	71.02	98.7%
31331453 JAG GRANT #2	0	24,139	5,001.14	-103.79	.00	19,137.86	20.7%
31331700 RADIO COMMUNICATION SYSTEM	711,518	711,518	711,004.88	.00	.00	513.12	99.9%
31331751 SCH RESOURCE OFFICER PRG #SCH	168,755	168,755	124,530.45	16,186.54	.00	44,224.55	73.8%
31331911 ATTY ST FORFEITED ASSET SHARI	0	4,852	236.72	.00	.00	4,615.51	4.9%
31331912 SHER FED FORFEITED ASSET SHAR	0	127,573	75,285.00	.00	.00	52,287.80	59.0%
31332400 OTHER FIRE AND RESCUE SERVICE	954,053	1,446,786	1,083,845.22	75,392.37	10,305.95	352,634.35	75.6%
31332500 EMERGENCY MEDICAL SERVICES	195,390	197,160	143,124.36	19,024.65	1,305.41	52,730.32	73.3%
31332510 EMS SUPPLEMENTAL SERVICES	857,373	1,113,784	722,932.85	79,097.80	164,208.52	226,642.13	79.7%
31332550 PS - FEMA "SAFER" GRANT	0	1,144,773	481,357.42	57,718.21	.00	663,415.16	42.0%
31333100 SHERIFF CORRECTION & DETENTIO	2,689,088	2,798,504	2,001,957.34	270,962.14	78,445.23	718,101.43	74.3%
31333110 SHERIFF ELECTRONIC MONITORING	10,230	10,230	4,997.55	999.00	3,968.45	1,264.00	87.6%
31333310 JUVENILE PROBATION OFFICE	326,100	326,100	122,780.88	52,282.48	.00	203,319.12	37.7%
31333410 SCAAP GRANT AWARD #1	0	9,083	3,991.48	.00	.00	5,091.41	43.9%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
31333411 SCAAP GRANT AWARD #2	0	7,832	.00	.00	.00	7,832.00	.0%
31334410 CODE ENFORCEMENT	333,296	408,885	275,403.51	39,057.19	120.50	133,360.51	67.4%
31334420 FIRE MARSHAL	284,711	284,711	208,338.18	25,847.17	633.50	75,739.32	73.4%
31335100 ANIMAL CONTROL	185,371	185,415	120,901.33	12,641.74	12,000.00	52,513.40	71.7%
31335510 PUBLIC SAFETY	121,549	121,735	86,661.82	9,919.78	824.00	34,249.18	71.9%
31335610 MTSV- HENRY COUNTY SPCA	11,667	11,667	.00	.00	.00	11,667.00	.0%
31341210 RURAL ADDITIONS / STREET SIGN	9,000	9,000	2,766.24	2,766.24	.00	6,233.76	30.7%
31342300 REFUSE COLLECTION	1,470,146	1,470,146	933,959.13	100,480.14	293,957.68	242,229.19	83.5%
31342301 REFUSE MAN COLLECTION SITES	217,088	217,088	155,051.06	17,223.31	.00	62,036.94	71.4%
31342610 REFUSE DISPOSAL- CLOSURE MAIN	16,000	20,744	9,770.88	720.00	6,002.85	4,970.02	76.0%
31343100 GENERAL ENGINEERING / ADM	277,602	277,602	210,198.80	26,081.25	.00	67,403.20	75.7%
31343101 COMMUNICATION EQUIP MAINTENAN	74,796	74,796	50,159.67	6,235.32	5,895.92	18,740.41	74.9%
31343400 MAINT ADMINISTRATION BUILDING	411,287	410,833	282,814.09	39,220.91	13,361.15	114,657.86	72.1%
31343500 MAINT COURT HOUSE	328,434	328,284	221,613.64	26,279.99	2,556.27	104,114.09	68.3%
31343610 MAINT SHERIFF'S OFFICE	54,750	54,750	31,825.53	4,436.43	45.00	22,879.47	58.2%
31343620 MAINTENANCE JAIL	277,250	282,098	179,744.00	22,477.54	5,010.45	97,343.50	65.5%
31343630 MAINT DOG POUND	13,450	13,450	10,667.84	1,553.51	88.00	2,694.16	80.0%
31343640 MAINT SHERIFF'S FIRING RANGE	1,592	1,592	1,080.12	309.37	.00	511.88	67.8%
31343690 MAINT COMMUNICATIONS SITE	137,800	138,700	104,927.70	12,301.58	19,286.44	14,485.86	89.6%
31343710 MAINT STORAGE BUILDING	6,075	6,075	3,297.04	635.12	.00	2,777.96	54.3%
31343720 MAINT OTHER CO BUILDINGS	41,000	41,000	11,469.26	2,708.66	.00	29,530.74	28.0%
31343730 MAINT SHARE HLTH DEPT/JSS BLD	59,185	59,185	40,805.59	4,173.20	.00	18,379.41	68.9%
31343750 MAINT PATRIOT CTE F/R BUILDIN	12,635	13,535	9,378.68	1,437.94	2,000.00	2,156.32	84.1%
31343770 MAINT CERT BUILDING	46,850	48,469	37,460.22	3,721.28	1,687.00	9,321.74	80.8%
31343771 MAINT BURN BUILDING	6,420	7,665	5,781.94	398.15	.00	1,883.06	75.4%
31343772 MAINT HCPS MART STATION	14,425	14,425	7,863.32	1,305.89	45.00	6,516.68	54.8%
31343780 MAINT DUPONT PROPERTY	163,115	163,115	96,544.27	11,495.23	25,206.62	41,364.11	74.6%
31351100 LOCAL HEALTH DEPARTMENT	293,429	293,429	220,071.75	.00	.00	73,357.25	75.0%
31352500 MENTAL HEALTH AND RETARDATION	117,567	117,567	117,567.00	29,391.75	.00	.00	100.0%
31353230 AREA AGENCY ON AGING	13,036	13,036	.00	.00	.00	13,036.00	.0%
31353241 TRANSPOR GRANT TPORT FED OYE	42,060	37,283	7,393.30	2,798.81	.00	29,889.70	19.8%
31353242 TRANSPOR GRANT TPORT INC OYE	5,000	5,000	3,284.80	2,255.09	.00	1,715.20	65.7%
31353243 TRANSPOR GRANT TPORT PUB OYE	17,037	25,556	12,851.69	2,337.64	.00	12,704.31	50.3%
31353244 TRANSPOR GRANT TPORT IN-K OYE	166	250	121.18	21.47	.00	128.82	48.5%
31353251 TRANSPOR GRANT RECRE FED OYE	10,515	12,444	7,343.94	213.43	.00	5,100.06	59.0%
31353252 TRANSPOR GRANT RECRE INC OYE	250	250	.00	.00	.00	250.00	.0%
31353253 TRANSPOR GRANT RECRE PUB OYE	19,537	28,055	12,851.69	2,337.64	.00	15,203.31	45.8%
31353254 TRANSPOR GRANT RECRE IN-K OYE	167	250	1,480.21	189.26	.00	-1,230.21	592.1%
31353265 TRANSPOR GRANT HEALT FED OYE	8,018	0	.00	.00	.00	.00	.0%
31353267 TRANSPOR GRANT HEALTH PUB OY	17,037	0	.00	.00	.00	.00	.0%
31353268 TRANSPOR GRANT HEALTH IN-K OY	167	0	.00	.00	.00	.00	.0%
31353270 TRANSPOR GRANT SUPP TPORT OYE	24,791	24,721	24,195.76	1,236.87	.00	525.24	97.9%
31353290 TRANSPOR GRANT MATC TPORT OYE	10,762	10,537	5,018.42	1,445.13	.00	5,518.58	47.6%
31353295 TRANSPOR GRANT LOCAL OYE	9,949	9,949	133.40	.00	.00	9,815.60	1.3%

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31353321	TRANSPOR GRANT TPORT FED EYE	0	22,124	22,123.75	.00	.00	100.0%	
31353322	TRANSPOR GRANT TPORT INC EYE	0	0	-181.11	.00	.00	100.0%	
31353323	TRANSPOR GRANT TPORT PUB EYE	0	4,351	4,187.82	.00	163.65	96.2%	
31353324	TRANSPOR GRANT TPORT IN-K EYE	0	42	41.49	.00	.04	99.9%	
31353331	TRANSPOR GRANT RECRE FED EYE	0	2,441	2,064.68	.00	376.14	84.6%	
31353333	TRANSPOR GRANT RECRE PUB EYE	0	6,851	4,187.82	.00	2,663.65	61.1%	
31353334	TRANSPOR GRANT RECRE IN-K EYE	0	42	289.09	.00	-247.37	692.9%	
31353345	TRANSPOR GRANT HEALT FED EYE	0	3,624	3,393.91	.00	230.23	93.6%	
31353347	TRANSPOR GRANT HEALTH PUB EY	0	4,356	4,186.23	.00	169.86	96.1%	
31353348	TRANSPOR GRANT HEALTH IN-K EY	0	42	912.13	.00	-870.41	2186.3%	
31353395	TRANSPOR GRANT LOCAL EYE	0	8,958	6,513.74	.00	2,443.82	72.7%	
31353420	GROUP HOME SERVICES	66,192	66,192	49,644.00	.00	16,548.00	75.0%	
31353600	OTHER SOCIAL SERVICES	66,793	66,793	62,280.00	12,484.25	4,513.00	93.2%	
31353900	PROPERTY TAX RELIEF	80,000	80,000	.00	.00	80,000.00	.0%	
31368100	COMMUNITY COLLEGES	52,467	52,467	.00	.00	52,467.00	.0%	
31371110	PARKS AND RECREATION	1,026,829	1,030,694	691,213.04	71,389.47	38,580.82	70.8%	
31371115	PARKS & RECR - SPECIAL EVENTS	0	23,604	6,784.26	.00	1,900.00	36.8%	
31372200	MUSEUMS	27,075	27,075	27,075.00	.00	.00	100.0%	
31372300	ART GALLERIES	8,123	8,123	8,123.00	.00	.00	100.0%	
31372610	OTHER CULTURAL ENRICHMENT	67,148	67,148	62,635.00	.00	4,513.00	93.3%	
31373200	LIBRARY	711,264	711,264	533,448.00	.00	177,816.00	75.0%	
31381100	PLANNING, COMMUNITY DEV & BZA	287,954	287,954	213,155.76	25,342.92	74,798.24	74.0%	
31381220	ENGINEERING & MAPPING	275,231	279,026	197,857.93	22,582.39	81,168.15	70.9%	
31381500	M/HC ECONOMIC DEV CORP	818,918	818,918	563,127.82	61,856.98	255,790.18	68.8%	
31381510	ECONOMIC DEVELOPMENT AGENCIES	465,513	465,513	312,013.00	.00	153,500.00	67.0%	
31381520	ENTERPRISE ZONE INCENTIVES	15,000	15,000	.00	.00	15,000.00	.0%	
31381600	OTH PLANNING / COMM DEV AGENC	64,394	64,394	64,394.00	27,075.00	.00	100.0%	
31381930	SPECIAL PLANNING GRANTS	32,000	44,738	18,304.00	2,089.00	26,434.00	40.9%	
31381931	SPEC PLANNING GR #1	0	25,250	16,750.00	.00	.00	100.0%	
31382400	SOIL & WATER CONSERVATION DIS	1,354	1,354	1,354.00	.00	.00	100.0%	
31382600	FLOOD AND EROSION CONTROL	0	16,325	.00	.00	16,325.00	.0%	
31382710	LITTER GRANT	27,435	27,435	27,412.00	.00	23.00	99.9%	
31383101	SEED LANDSCAPE PROGRAM	0	19,643	4,177.00	.00	1,950.00	31.2%	
31383500	VPI COOPERATIVE EXTENSION PRO	54,239	54,239	25,192.63	155.95	29,046.37	46.4%	
31391400	EMPLOYEE BENEFITS	96,123	281,207	44,034.23	3,696.84	237,172.77	15.7%	
31391510	CENTRAL STORES	0	0	33,882.10	4,449.75	1,088.80	-34,970.90	100.0%
31391520	POOL VEHICLES	4,000	4,000	2,648.31	57.75	1,351.69	66.2%	
31391521	MOBILE COMMAND VEHICLE	6,860	36,575	35,674.72	2,236.27	440.00	460.28	98.7%
31391610	CONTINGENCY RESERVE	149,500	169,500	.00	.00	169,500.00	.0%	
31393100	TRANSFERS TO OTHER FUNDS	19,730,748	26,978,706	12,200,535.92	.00	14,778,170.40	45.2%	
31394300	CIP CAPITAL OUTLAYS	398,569	4,151,003	713,779.83	26,894.42	104,839.90	3,332,383.18	19.7%
31395310	DEBT SERVICE COURTHOUSE	773,875	773,875	773,875.00	.00	.00	100.0%	
TOTAL GENERAL FUND		47,769,505	61,556,792	34,160,007.87	2,305,715.10	1,015,476.01	26,381,308.45	57.1%

33 LAW LIBRARY FUND

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33	LAW LIBRARY FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
33321800	LAW LIBRARY	31,500	31,500	11,490.16	4,414.49	3,568.00	16,441.84	47.8%
	TOTAL LAW LIBRARY FUND	31,500	31,500	11,490.16	4,414.49	3,568.00	16,441.84	47.8%
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36	CENTRAL DISPATCH FUND							
36331400	JOINT DISPATCH CENTER	1,486,551	1,494,945	1,113,825.01	131,235.55	22,103.14	359,016.85	76.0%
36331403	SPECIAL GRANT OYE	2,000	2,000	910.00	360.00	.00	1,090.00	45.5%
	TOTAL CENTRAL DISPATCH FUND	1,488,551	1,496,945	1,114,735.01	131,595.55	22,103.14	360,106.85	75.9%
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37	HCO/MTSV INDUSTRIAL SITE PROJ							
37381970	REG COMWEALTH CROSSN PK	0	20,910,760	6,702,519.50	689,561.33	10,463,342.07	3,744,898.64	82.1%
	TOTAL HCO/MTSV INDUSTRIAL SITE PR	0	20,910,760	6,702,519.50	689,561.33	10,463,342.07	3,744,898.64	82.1%
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39	SPECIAL CONSTRUCTION GRANTS							
39394380	SMITH RIVER MULTI-USE TRAIL	0	25,000	18,269.75	4,220.92	6,725.25	5.00	100.0%
39394484	PH I VA AVE ENHANCEMENTS	0	651,428	.00	.00	5,787.50	645,640.58	.9%
39394531	LINDEN RD - ADMIN COST	0	69,968	871.22	250.00	2,575.00	66,521.82	4.9%
39394532	LINDEN RD - DEMOLITION/CLEAR	0	15,650	.00	.00	3,400.00	12,250.00	21.7%
39394533	LINDEN RD - OWNER HOUSING/REH	0	162,662	156,406.90	72.90	23,848.10	-17,593.00	110.8%
39394534	LINDEN RD - INVESTOR REHAB	0	286,816	200.00	.00	60,150.00	226,466.00	21.0%
39394535	LINDEN RD - SUBST RECONSTRUCT	0	402,114	162,524.35	3,524.40	31,344.10	208,246.00	48.2%
	TOTAL SPECIAL CONSTRUCTION GRANTS	0	1,613,639	338,272.22	8,068.22	133,829.95	1,141,536.40	29.3%
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43	GATEWAY STREETScape FOUND							
43382720	GATEWAY STREETScape FOUND	95,155	95,155	42,563.03	560.10	.00	52,591.97	44.7%
	TOTAL GATEWAY STREETScape FOUND	95,155	95,155	42,563.03	560.10	.00	52,591.97	44.7%
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45	INDUSTRIAL DEVELOPMENT AUTH							

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45	INDUSTRIAL DEVELOPMENT AUTH	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
45381520	ENTERPRISE ZONE INCENTIVES	525,000	525,000	.00	.00	.00	525,000.00	.0%
45381530	OTHER ECONOMIC DEV INCENTIVES	50,000	300,000	1,235,000.00	.00	.00	-935,000.00	411.7%
45381810	INDUSTRIAL PARK OPERATING EXP	2,000	7,000	227.72	.00	5,000.00	1,772.28	74.7%
45381950	REG PATRIOT CTR ORIG PARK	44,100	44,100	26,076.18	3,051.70	4,500.00	13,523.82	69.3%
45381960	REG PATRIOT CTR EXPANSION PAR	200,000	458,883	110,997.97	.00	56,795.54	291,089.16	36.6%
45381965	REG BRYANT PROPERTY PARK	25,000	825,000	32,904.16	1,890.00	112,015.00	680,080.84	17.6%
45381970	REG COMMONWEALTH CROSSN PARK	227,775	227,775	4,318.72	503.59	.00	223,456.28	1.9%
45394310	REG IND PARK SHELL BUILDING	75,450	246,375	217,262.06	332.98	20,000.00	9,112.94	96.3%
45394315	REG IND PARK 07 BONDS	476,069	476,069	463,184.25	12,883.35	.00	12,884.75	97.3%
45395340	DEBT SERVICE OTHER / ECON DEV	711,518	711,518	6,900.80	.00	.00	704,617.20	1.0%
	TOTAL INDUSTRIAL DEVELOPMENT AUTH	2,336,912	3,821,720	2,096,871.86	18,661.62	198,310.54	1,526,537.27	60.1%
46 COMPREHENSIVE SERV ACT FUND								
46353180	COMPRHENSIVE SERVICE ACT ADMI	67,150	67,150	65,273.53	4,915.09	.00	1,876.47	97.2%
46353500	COMPREHENSIVE SERVICE ACT PRO	961,707	961,707	467,567.87	68,344.88	633,843.87	-139,704.74	114.5%
	TOTAL COMPREHENSIVE SERV ACT FUND	1,028,857	1,028,857	532,841.40	73,259.97	633,843.87	-137,828.27	113.4%
50 FIELDALE SANITARY DISTRICT								
50343900	FIELDALE SANITARY DISTRICT	19,500	19,500	11,765.45	1,397.76	.00	7,734.55	60.3%
	TOTAL FIELDALE SANITARY DISTRICT	19,500	19,500	11,765.45	1,397.76	.00	7,734.55	60.3%
51 PHILPOTT MARINA FUND								
51371140	MARINA	231,522	231,522	80,855.71	5,946.57	.00	150,666.29	34.9%
51394300	CIP CAPITAL OUTLAYS	80,000	112,000	54,158.36	9,500.00	26,810.70	31,030.94	72.3%
	TOTAL PHILPOTT MARINA FUND	311,522	343,522	135,014.07	15,446.57	26,810.70	181,697.23	47.1%
58 SELF-INSURANCE FUND								
58312550	SELF-INSURANCE	0	0	6,499,638.30	787,747.58	.00	-6,499,638.30	100.0%

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58	SELF-INSURANCE FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
	TOTAL SELF-INSURANCE FUND	0	0	6,499,638.30	787,747.58	.00	-6,499,638.30	100.0%
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65	HENRY-MTSV SOCIAL SERVICES							
65480400	AUXILIARY GRANTS S/L	360,000	360,000	248,865.00	26,913.00	.00	111,135.00	69.1%
65480800	AFDC- MANUAL CHECKS F/S	2,000	2,000	-543.59	.00	.00	2,543.59	-27.2%
65481100	AFDC- FC F/S	385,000	385,000	227,453.57	20,369.10	.00	157,546.43	59.1%
65481200	ADOPTION SUBSIDY F/S	605,000	605,000	430,452.00	46,843.00	.00	174,548.00	71.1%
65481600	INTERNATIONAL HOME STUDIES	1,700	1,700	.00	.00	.00	1,700.00	.0%
65481700	SPECIAL NEEDS ADOPTION S	130,000	130,000	66,578.00	7,410.00	.00	63,422.00	51.2%
65482900	FAMILY PRESERVATION	14,648	14,648	8,234.73	-15.00	.00	6,413.27	56.2%
65483300	ADULT SERVICES	74,000	74,000	40,700.91	4,348.93	.00	33,299.09	55.0%
65484400	FSET PURCHASED SERVICES F/	42,000	42,000	16,567.09	1,349.57	.00	25,432.91	39.4%
65484800	AFDC- UP F/S	2,000	2,000	.00	.00	.00	2,000.00	.0%
65485000	OUTSTATION ELIGIBILITY WORKER	0	0	78,296.31	5,422.30	.00	-78,296.31	100.0%
65485200	LOCAL MED-FAMIS DEDICATED WOR	0	0	41,018.72	.00	.00	-41,018.72	100.0%
65485500	SINGLE POOL ADMIN	4,442,277	4,442,558	3,259,067.27	407,578.05	41,507.00	1,141,983.99	74.3%
65485800	SINGLE POOL ADMIN PASS-THROUG	37,079	37,079	.00	.00	.00	37,079.00	.0%
65486100	INDEPENDENT LIVIN EDUC/TRAIN	5,282	5,282	562.76	.00	.00	4,719.24	10.7%
65486200	INDEPENDENT LIVING- PURCH SER	5,628	5,628	2,765.63	.00	.00	2,862.37	49.1%
65486400	RESPITE CARE FOSTER PARENT	2,280	2,280	1,325.00	65.00	.00	955.00	58.1%
65486600	SAFE & STABLE FAMILIES	51,228	51,228	22,113.23	70.00	.00	29,114.77	43.2%
65487200	VIEW - AFDC (15)	205,000	205,000	140,334.51	9,442.45	.00	64,665.49	68.5%
65487300	FOSTER PARENT TRAINING	2,400	2,400	977.17	276.34	.00	1,422.83	40.7%
65488500	OTHER- LOCAL ONLY	44,837	44,837	38,687.82	853.97	.00	6,149.18	86.3%
65489000	CHILD DC QUALITY INITIATIVE	17,473	17,473	5,632.00	.00	.00	11,841.00	32.2%
65489500	ADULT PROTECTIVE SERVICES	6,000	6,000	1,356.54	755.00	.00	4,643.46	22.6%
65489600	FUEL ASSISTANCE LOCAL ONLY	0	0	22.35	.00	.00	-22.35	100.0%
65499600	JOINT ADMINISTRATIVE EXPENSES	750	750	-34.62	514.50	.00	784.62	-4.6%
65499700	COMPENSATION BOARD MEMBERS	9,843	9,843	7,315.09	753.57	.00	2,527.91	74.3%
	TOTAL HENRY-MTSV SOCIAL SERVICES	6,446,425	6,446,706	4,637,747.49	532,949.78	41,507.00	1,767,451.77	72.6%
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70	SCHOOL FUND							
70104200	OPER BUILDING SERVICES	164,100	172,924	144,921.74	9,970.22	448.74	27,553.52	84.1%
70104300	OPER GROUNDS SERVICES	11,300	10,300	8,235.91	.00	.00	2,064.09	80.0%
70104400	OPER EQUIPMENT SERVICES	10,100	10,100	1,900.52	.00	3,473.68	4,725.80	53.2%
70111102	CLASSROOM INSTRUCTION REG	1,158,413	1,163,086	792,944.20	100,663.33	.00	370,142.28	68.2%
70111212	INSTR SUP GUIDANCE SERV REG	59,860	59,860	40,744.26	5,103.65	.00	19,115.74	68.1%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
70111322 INSTR SUP MEDIA SERVICE REG	66,976	67,442	46,617.75	8,735.14	.00	20,824.50	69.1%
70111412 INSTR SUP OFF PRINCIPAL REG	148,157	148,157	107,726.94	12,284.36	.00	40,430.06	72.7%
70121102 CLASSROOM INSTRUCTION SP ED	411,688	411,688	237,239.25	29,539.94	.00	174,448.75	57.6%
70204200 OPER BUILDING SERVICES	105,700	104,841	88,101.55	7,456.93	757.46	15,981.89	84.8%
70204300 OPER GROUNDS SERVICES	6,300	5,800	3,969.97	.00	.00	1,830.03	68.4%
70204400 OPER EQUIPMENT SERVICES	8,500	8,000	1,377.20	.00	1,151.40	5,471.40	31.6%
70211102 CLASSROOM INSTRUCTION REG	1,229,525	1,236,235	753,106.06	91,710.50	.00	483,128.49	60.9%
70211212 INSTR SUP GUIDANCE SERV REG	61,274	61,274	41,697.09	5,225.13	.00	19,576.91	68.1%
70211322 INSTR SUP MEDIA SERVICE REG	66,376	66,693	46,217.56	5,373.53	.00	20,475.59	69.3%
70211412 INSTR SUP OFF PRINCIPAL REG	145,083	145,083	102,812.55	12,331.10	.00	42,270.45	70.9%
70221102 CLASSROOM INSTRUCTION SP ED	169,392	169,392	115,156.95	14,412.68	.00	54,235.05	68.0%
70604200 OPER BUILDING SERVICES	116,200	115,414	94,589.99	7,947.56	1,550.50	19,273.35	83.3%
70604300 OPER GROUNDS SERVICES	6,300	6,300	4,691.42	.00	.00	1,608.58	74.5%
70604400 OPER EQUIPMENT SERVICES	8,600	7,600	1,457.50	.00	3,176.50	2,966.00	61.0%
70611102 CLASSROOM INSTRUCTION REG	986,801	992,797	628,495.38	80,085.14	.00	364,301.67	63.3%
70611212 INSTR SUP GUIDANCE SERV REG	60,425	60,425	41,371.18	5,262.39	.00	19,053.82	68.5%
70611322 INSTR SUP MEDIA SERVICE REG	62,990	63,247	43,901.05	5,304.77	.00	19,345.60	69.4%
70611412 INSTR SUP OFF PRINCIPAL REG	147,115	147,115	106,794.23	12,134.89	.00	40,320.77	72.6%
70621102 CLASSROOM INSTRUCTION SP ED	72,776	72,776	100,981.06	12,596.34	.00	-28,205.06	138.8%
70708209 INSTRUCTIONAL SUPPORT	843,354	895,168	636,363.22	69,211.45	146,202.47	112,602.65	87.4%
70708309 ADMINISTRATION	344,602	331,436	278,526.71	13,635.37	1,174.96	51,734.33	84.4%
70708609 OPERATIONS AND MAINTENANCE	802,720	839,131	660,006.47	47,872.19	41,149.20	137,975.18	83.6%
70721100 ADM BOARD SERVICES	65,981	65,981	44,586.40	5,628.05	165.00	21,229.60	67.8%
70721200 ADM EXECUTIVE ADMIN SERV	485,755	512,543	363,289.21	41,390.91	16,217.60	133,036.32	74.0%
70721400 ADM PERSONNEL SERVICES	347,997	373,905	284,432.03	54,061.45	.00	89,472.97	76.1%
70721600 ADM FISCAL SERVICES	593,574	593,924	431,600.51	43,713.24	.00	162,323.49	72.7%
70722100 ADM ATTENDANCE SERVICE	94,337	94,337	70,000.44	7,778.06	.00	24,336.56	74.2%
70722200 ADM HEALTH SERVICES	684,897	690,612	467,221.06	60,967.48	25,444.82	197,945.73	71.3%
70722300 ADM PSYCHOLOGICAL SERVICES	368,484	368,484	246,403.20	31,076.28	296.00	121,784.80	66.9%
70731000 TRANSP MANAGEMENT & DIRECTION	283,866	287,778	217,665.43	22,638.43	.00	70,112.72	75.6%
70732000 TRANSP VEHICLE OPERATION SERV	4,553,057	5,003,184	3,158,050.02	324,447.67	509,099.90	1,336,034.08	73.3%
70734000 TRANSP VEHICLE MAINT SERVICE	397,714	397,714	302,955.56	32,187.24	.00	94,758.44	76.2%
70760000 FACILITIES	284,000	1,736,660	704,269.30	2,497.00	652,252.71	380,138.00	78.1%
70771000 DEBT SERVICE	2,016,789	2,016,789	1,479,758.49	375.00	.00	537,030.51	73.4%
70772000 FUND TRANSFERS	506,012	528,536	379,509.03	42,167.67	.00	149,026.97	71.8%
70790000 CONTINGENCY RESERVE	100,000	100,000	.00	.00	.00	100,000.00	.0%
70804200 OPER BUILDING SERVICES	124,000	123,520	109,237.84	13,159.87	1,353.06	12,929.13	89.5%
70804300 OPER GROUNDS SERVICES	7,600	7,600	5,255.88	.00	.00	2,344.12	69.2%
70804400 OPER EQUIPMENT SERVICES	8,600	8,736	3,484.60	310.96	1,554.80	3,696.50	57.7%
70811102 CLASSROOM INSTRUCTION REG	1,031,808	1,068,623	784,731.96	101,311.32	.00	283,891.37	73.4%
70811212 INSTR SUP GUIDANCE SERV REG	62,692	62,692	42,622.45	5,343.18	.00	20,069.55	68.0%
70811322 INSTR SUP MEDIA SERVICE REG	72,307	72,698	48,981.14	5,902.38	1,135.66	22,581.25	68.9%
70811412 INSTR SUP OFF PRINCIPAL REG	151,161	151,161	102,734.22	10,945.82	.00	48,426.78	68.0%
70821102 CLASSROOM INSTRUCTION SP ED	169,605	169,605	122,463.02	15,274.05	.00	47,141.98	72.2%

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70904200	OPER BUILDING SERVICES	140,860	150,493	106,630.68	4,693.43	5,568.05	38,294.29 74.6%
70904300	OPER GROUNDS SERVICES	13,850	13,850	11,471.08	.00	.00	2,378.92 82.8%
70904400	OPER EQUIPMENT SERVICES	8,700	7,880	2,300.81	188.14	1,576.05	4,003.32 49.2%
70911102	CLASSROOM INSTRUCTION REG	686,892	691,279	539,255.16	68,230.37	.00	152,023.65 78.0%
70911212	INSTR SUP GUIDANCE SERV REG	61,418	61,418	41,753.90	5,236.52	.00	19,664.10 68.0%
70911322	INSTR SUP MEDIA SERVICE REG	70,974	71,316	49,393.35	6,406.51	.00	21,922.90 69.3%
70911412	INSTR SUP OFF PRINCIPAL REG	144,876	144,876	105,091.55	11,923.79	.00	39,784.45 72.5%
70921102	CLASSROOM INSTRUCTION SP ED	368,345	368,345	190,290.41	23,499.24	.00	178,054.59 51.7%
71004200	OPER BUILDING SERVICES	156,000	155,146	131,720.49	6,659.23	4,240.76	19,185.06 87.6%
71004300	OPER GROUNDS SERVICES	17,600	17,100	14,104.12	.00	.00	2,995.88 82.5%
71004400	OPER EQUIPMENT SERVICES	9,600	9,100	1,728.87	.00	3,151.83	4,219.30 53.6%
71011102	CLASSROOM INSTRUCTION REG	1,368,792	1,374,553	993,848.49	123,530.39	1,890.39	378,813.70 72.4%
71011212	INSTR SUP GUIDANCE SERV REG	80,275	80,275	54,494.33	6,856.70	.00	25,780.67 67.9%
71011322	INSTR SUP MEDIA SERVICE REG	71,440	71,796	48,607.46	5,702.81	1,510.00	21,678.19 69.8%
71011412	INSTR SUP OFF PRINCIPAL REG	153,558	153,558	111,161.18	12,674.63	.00	42,396.82 72.4%
71021102	CLASSROOM INSTRUCTION SP ED	346,111	346,111	193,674.15	24,192.53	.00	152,436.85 56.0%
71104200	OPER BUILDING SERVICES	137,900	137,255	117,833.98	7,339.93	5,407.54	14,013.65 89.8%
71104300	OPER GROUNDS SERVICES	8,900	8,900	6,245.82	.00	.00	2,654.18 70.2%
71104400	OPER EQUIPMENT SERVICES	8,900	7,900	1,950.82	.00	3,159.98	2,789.20 64.7%
71111102	CLASSROOM INSTRUCTION REG	1,162,653	1,165,992	745,933.64	91,906.62	1,609.92	418,448.88 64.1%
71111212	INSTR SUP GUIDANCE SERV REG	80,275	80,275	54,448.41	6,850.96	.00	25,826.59 67.8%
71111322	INSTR SUP MEDIA SERVICE REG	65,976	66,277	46,119.03	5,371.30	.00	20,158.22 69.6%
71111412	INSTR SUP OFF PRINCIPAL REG	162,898	162,898	118,814.70	13,467.71	.00	44,083.30 72.9%
71121102	CLASSROOM INSTRUCTION SP ED	295,373	295,373	239,896.04	30,014.95	.00	55,476.96 81.2%
71302220	HEALTH SERVICES	173,736	173,736	117,757.15	14,831.61	.00	55,978.85 67.8%
71304200	OPER BUILDING SERVICES	146,800	147,784	119,614.34	21,549.47	4,855.47	23,314.06 84.2%
71304300	OPER GROUNDS SERVICES	10,100	10,100	8,368.58	.00	.00	1,731.42 82.9%
71304400	OPER EQUIPMENT SERVICES	10,100	10,593	1,877.81	.00	928.99	7,786.40 26.5%
71311102	CLASSROOM INSTRUCTION REG	1,248,846	1,254,959	863,115.65	106,164.41	.00	391,843.72 68.8%
71311212	INSTR SUP GUIDANCE SERV REG	59,373	59,373	40,408.56	5,060.87	.00	18,964.44 68.1%
71311322	INSTR SUP MEDIA SERVICE REG	74,781	75,073	51,579.59	6,039.35	.00	23,492.91 68.7%
71311412	INSTR SUP OFF PRINCIPAL REG	239,307	239,307	107,018.03	12,317.64	.00	132,288.97 44.7%
71321102	CLASSROOM INSTRUCTION SP ED	625,362	625,362	391,867.04	48,918.15	.00	233,494.96 62.7%
71404200	BUILDING SERVICES	291,800	292,047	239,403.04	23,668.15	4,760.87	47,883.09 83.6%
71404300	GROUNDS SERVICES	20,650	27,573	24,538.09	.00	.00	3,035.16 89.0%
71404400	EQUIPMENT SERVICES	20,350	19,350	8,405.92	3,057.41	7,152.08	3,792.00 80.4%
71411102	CLASSROOM INSTRUCTION	1,367,237	1,372,729	914,096.22	113,810.13	5,013.37	453,618.99 67.0%
71411103	CLASSROOM INSTRUCTION	1,269,543	1,275,038	896,556.39	114,661.71	5,013.34	373,468.35 70.7%
71411212	INSTR SUP GUIDANCE SERV	82,843	82,843	54,019.28	6,538.14	.00	28,823.72 65.2%
71411213	INSTR SUP GUIDANCE SERV	82,844	82,844	54,019.20	6,538.13	.00	28,824.80 65.2%
71411322	INSTR SUP MEDIA SERVICE	51,864	52,168	36,918.78	5,126.59	.00	15,249.12 70.8%
71411323	INSTR SUP MEDIA SERVICE	51,866	52,072	36,900.03	5,126.64	.00	15,171.97 70.9%
71411412	INSTR SUP OFF PRINCIPAL	170,703	169,703	126,624.83	14,135.82	.00	43,078.17 74.6%
71411413	INSTR SUP OFF PRINCIPAL	170,705	169,705	124,771.94	14,136.06	.00	44,933.06 73.5%

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71421102 CLASSROOM INSTRUCTION	156,254	156,254	128,389.58	15,959.15	.00	27,864.42	82.2%
71421103 CLASSROOM INSTRUCTION	138,297	138,297	51,019.49	6,289.27	.00	87,277.51	36.9%
71431102 CLASSROOM INSTRUCTION	110,401	110,401	42,487.34	5,885.44	.00	67,913.66	38.5%
71431103 CLASSROOM INSTRUCTION	341,878	335,136	137,783.18	17,656.36	.00	197,352.82	41.1%
71904200 BUILDING SERVICES	288,336	288,987	242,179.74	19,854.80	3,026.38	43,780.68	84.9%
71904300 GROUNDS SERVICES	33,950	33,950	30,208.54	.00	.00	3,741.46	89.0%
71904400 EQUIPMENT SERVICES	18,650	15,650	1,367.41	105.00	977.79	13,304.80	15.0%
71911102 CLASSROOM INSTRUCTION	1,072,307	1,075,591	724,249.21	95,417.28	.00	351,341.52	67.3%
71911103 CLASSROOM INSTRUCTION	1,258,840	1,262,104	838,112.09	104,374.84	.00	423,991.52	66.4%
71911212 INSTR SUP GUIDANCE SERV	106,467	106,467	72,201.95	8,791.01	.00	34,265.05	67.8%
71911213 INSTR SUP GUIDANCE SERV	106,468	106,468	72,202.29	8,791.05	.00	34,265.71	67.8%
71911322 INSTR SUP MEDIA SERVICE	58,047	58,446	41,290.53	4,920.81	.00	17,154.97	70.6%
71911323 INSTR SUP MEDIA SERVICE	58,047	58,226	41,141.28	4,879.24	.00	17,084.72	70.7%
71911412 INSTR SUP OFF PRINCIPAL	167,171	167,171	125,338.43	13,974.87	.00	41,832.57	75.0%
71911413 INSTR SUP OFF PRINCIPAL	167,172	167,172	125,339.10	13,974.96	.00	41,832.90	75.0%
71921102 CLASSROOM INSTRUCTION	97,240	97,240	86,298.67	10,855.32	.00	10,941.33	88.7%
71921103 CLASSROOM INSTRUCTION	107,851	107,851	73,414.43	9,177.85	.00	34,436.57	68.1%
71931102 CLASSROOM INSTRUCTION	100,769	100,769	67,754.88	8,335.14	.00	33,014.12	67.2%
71931103 CLASSROOM INSTRUCTION	312,982	312,982	211,245.29	25,005.69	.00	101,736.71	67.5%
72004200 OPER BUILDING SERVICES	463,241	465,713	341,073.47	25,186.25	6,791.04	117,848.22	74.7%
72004300 OPER GROUNDS SERVICES	39,650	42,811	39,237.25	.00	.00	3,574.00	91.7%
72004400 OPER EQUIPMENT SERVICES	29,100	26,100	10,892.68	90.00	9,946.72	5,260.60	79.8%
72011103 CLASSROOM INSTRUCTION REG	3,843,544	3,854,075	2,436,909.80	304,869.98	8,214.52	1,408,950.74	63.4%
72011213 INSTR SUP GUIDANCE SERV REG	333,177	333,177	225,248.51	28,446.16	.00	107,928.49	67.6%
72011323 INSTR SUP MEDIA SERVICE REG	118,055	118,882	82,869.40	8,591.26	2,336.59	33,676.26	71.7%
72011413 INSTR SUP OFF PRINCIPAL REG	500,701	500,701	362,453.28	39,699.37	.00	138,247.72	72.4%
72021103 CLASSROOM INSTRUCTION SP ED	495,603	495,603	301,378.20	37,489.75	.00	194,224.80	60.8%
72031103 CLASSROOM INSTRUCTION VOC	766,191	766,191	540,869.95	64,846.60	2,853.19	222,467.86	71.0%
72304200 OPER BUILDING SERVICES	449,000	453,775	386,756.05	41,125.83	10,901.16	56,117.62	87.6%
72304300 OPER GROUNDS SERVICES	42,400	45,561	40,801.99	.00	.00	4,759.26	89.6%
72304400 OPER EQUIPMENT SERVICES	26,700	23,700	11,027.51	2,000.00	4,096.97	8,575.52	63.8%
72311103 CLASSROOM INSTRUCTION REG	3,031,567	3,039,876	2,171,927.10	281,502.33	13,354.84	854,593.60	71.9%
72311213 INSTR SUP GUIDANCE SERV REG	407,343	407,343	278,504.82	33,848.39	.00	128,838.18	68.4%
72311323 INSTR SUP MEDIA SERVICE REG	129,660	130,568	88,545.80	9,832.49	6,020.98	36,000.72	72.4%
72311413 INSTR SUP OFF PRINCIPAL REG	544,130	544,130	379,738.01	42,779.38	.00	164,391.99	69.8%
72321103 CLASSROOM INSTRUCTION SP ED	368,282	368,282	319,808.91	40,660.85	.00	48,473.09	86.8%
72331103 CLASSROOM INSTRUCTION VOC	773,477	774,786	501,671.39	66,530.52	10,582.59	262,531.66	66.1%
72404200 OPER BUILDING SERVICES	88,500	88,534	78,375.28	2,099.41	3,152.58	7,006.46	92.1%
72404300 OPER GROUNDS SERVICES	8,850	8,850	7,215.35	.00	.00	1,634.65	81.5%
72404400 OPER EQUIPMENT SERVICES	5,200	5,611	1,155.52	144.44	988.92	3,466.72	38.2%
72411103 CLASSROOM INSTRUCTION REG	306,388	307,728	208,334.46	25,526.63	.00	99,393.95	67.7%
72411213 INSTR SUP GUIDANCE SERV REG	35,034	35,034	55,891.64	6,841.61	.00	-20,857.64	159.5%
72411313 INSTR SUP IMPROV INSTR REG	108,963	108,963	72,328.44	8,146.28	.00	36,634.56	66.4%
72411323 INSTR SUP MEDIA SERVICE REG	500	767	260.00	.00	.00	507.00	33.9%

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COUNTY OF HENRY LIVE DATABASE  
SUMMARY OF EXPENDITURES BY COST CENTERS  
THROUGH MARCH 31, 2015

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FOR 2015 09

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
72421103 CLASSROOM INSTRUCTION SP ED	62,965	62,965	42,882.55	5,544.35	.00	20,082.45	68.1%
72482131 INTERPRETER TRAINING #3	0	23,270	9,626.57	.00	.00	13,643.43	41.4%
72704200 OPER BUILDING SERVICES	35,500	35,508	18,528.02	3,023.94	1,549.17	15,430.79	56.5%
72704300 OPER GROUNDS SERVICES	2,100	2,100	1,224.67	.00	.00	875.33	58.3%
72704400 OPER EQUIPMENT SERVICES	1,000	1,000	.00	.00	.00	1,000.00	.0%
72804200 OPER BUILDING SERVICES	1,018,857	1,048,865	757,670.20	88,746.43	13,169.51	278,025.39	73.5%
72804300 OPER GROUNDS SERVICES	700	700	.00	.00	.00	700.00	.0%
72804400 OPER EQUIPMENT SERVICES	3,700	3,700	.00	.00	.00	3,700.00	.0%
73004100 OPER MANAGEMENT AND DIRECTION	161,030	173,863	128,013.11	21,628.36	.00	45,849.89	73.6%
73004200 OPER BUILDING SERVICES	1,264,705	1,293,645	585,137.93	25,252.62	74,657.83	633,849.09	51.0%
73004300 OPER GROUNDS SERVICES	139,371	148,994	98,878.38	10,352.56	1,995.00	48,120.12	67.7%
73004400 OPER EQUIPMENT SERVICES	44,500	45,001	13,283.68	.00	9,210.11	22,507.21	50.0%
73011102 CLASSROOM INSTRUCTION REG	1,248,982	2,123,023	1,256,378.05	264,491.05	62,873.92	803,771.09	62.1%
73011103 CLASSROOM INSTRUCTION REG	1,924,030	2,308,406	1,986,049.04	205,612.31	71,636.85	250,719.85	89.1%
73011222 INSTR SUP SOCIAL WORKER REG	146,100	146,100	97,275.17	12,228.84	.00	48,824.83	66.6%
73011223 INSTR SUP SOCIAL WORKER REG	146,104	146,104	97,275.63	12,228.90	.00	48,828.37	66.6%
73011232 INSTR SUP HOMEBOUND REG	11,842	11,842	5,860.62	447.91	.00	5,981.38	49.5%
73011233 INSTR SUP HOMEBOUND REG	59,208	59,208	15,072.45	2,115.44	.00	44,135.55	25.5%
73011312 INSTR SUP IMPROV INSTR REG	389,780	378,780	264,791.38	30,961.78	.00	113,988.62	69.9%
73011313 INSTR SUP IMPROV INSTR REG	363,566	352,566	242,601.52	26,751.84	.00	109,964.48	68.8%
73011322 INSTR SUP MEDIA SERVICE REG	5,000	6,372	2,153.68	.00	.00	4,218.07	33.8%
73011323 INSTR SUP MEDIA SERVICE REG	5,000	5,630	630.00	.00	.00	5,000.00	11.2%
73011412 INSTR SUP OFF PRINCIPAL REG	0	0	180.27	180.27	.00	-180.27	100.0%
73011413 INSTR SUP OFF PRINCIPAL REG	0	0	771.69	534.25	.00	-771.69	100.0%
73021102 CLASSROOM INSTRUCTION SP ED	20,518	20,518	17,567.58	7,799.83	1,478.84	1,471.58	92.8%
73021103 CLASSROOM INSTRUCTION SP ED	310,307	310,307	224,975.93	28,773.11	23,075.04	62,256.03	79.9%
73021232 INSTR SUP HOMEBOUND SP ED	4,306	4,306	6,259.96	1,904.97	.00	-1,953.96	145.4%
73021233 INSTR SUP HOMEBOUND SP ED	32,295	32,295	10,587.92	1,931.93	.00	21,707.08	32.8%
73021312 INSTR SUP IMPROV INSTR SP ED	156,570	156,570	117,301.76	13,036.99	.00	39,268.24	74.9%
73021313 INSTR SUP IMPROV INSTR SP ED	156,570	156,570	117,301.57	13,036.97	.00	39,268.43	74.9%
73031102 CLASSROOM INSTRUCTION VOC	546	546	.00	.00	.00	546.00	.0%
73031103 CLASSROOM INSTRUCTION VOC	546	546	.00	.00	.00	546.00	.0%
73031313 INSTR SUP IMPROV INSTR VOC	86,795	86,795	59,473.56	7,104.76	.00	27,321.44	68.5%
73041102 CLASSROOM INSTRUCTION G&T	3,500	3,500	2,639.43	.00	.00	860.57	75.4%
73041103 CLASSROOM INSTRUCTION G&T	500	500	.00	.00	.00	500.00	.0%
73061102 CLASSROOM INSTRUCTION SUMMER	59,524	59,524	.00	.00	.00	59,524.00	.0%
73061103 CLASSROOM INSTRUCTION SUMMER	5,383	5,383	1,079.30	.00	.00	4,303.70	20.1%
73081102 CLASSROOM INSTRUCTION NR DAY	1,761,508	1,761,508	1,156,658.08	143,444.56	.00	604,849.92	65.7%
73202220 HEALTH SERVICES	96,986	96,986	64,866.95	8,274.26	.00	32,119.05	66.9%
73204200 BUILDING SERVICES	201,000	200,952	156,800.00	15,906.22	1,717.38	42,434.43	78.9%
73204300 GROUNDS SERVICES	10,950	10,450	8,721.11	.00	.00	1,728.89	83.5%
73204400 EQUIPMENT SERVICES	10,800	11,816	6,318.88	553.40	3,664.25	1,832.63	84.5%
73211102 CLASSROOM INSTRUCTION	1,450,662	1,454,230	824,061.68	105,282.02	2,494.82	627,673.38	56.8%
73211212 INSTR SUP GUIDANCE SERV	59,373	59,373	40,394.48	5,059.11	.00	18,978.52	68.0%

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COUNTY OF HENRY LIVE DATABASE  
SUMMARY OF EXPENDITURES BY COST CENTERS  
THROUGH MARCH 31, 2015

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
73211322 INSTR SUP MEDIA SERVICE	82,257	82,738	56,500.69	6,534.51	.00	26,237.71	68.3%
73211412 INSTR SUP OFF PRINCIPAL	145,895	145,895	174,415.41	19,679.12	.00	-28,520.41	119.5%
73221102 CLASSROOM INSTRUCTION	27,319	27,319	60,838.57	7,618.31	.00	-33,519.57	222.7%
73304200 BUILDING SERVICES	193,100	193,274	158,209.27	11,559.73	3,701.14	31,363.53	83.8%
73304300 GROUNDS SERVICES	14,100	13,600	11,807.86	.00	.00	1,792.14	86.8%
73304400 EQUIPMENT SERVICES	11,600	11,100	2,229.07	.00	2,451.69	6,419.24	42.2%
73311102 CLASSROOM INSTRUCTION	1,564,074	1,568,888	1,019,217.71	130,262.03	.00	549,670.59	65.0%
73311212 INSTR SUP GUIDANCE SERV	64,323	64,323	43,732.76	5,484.71	.00	20,590.24	68.0%
73311322 INSTR SUP MEDIA SERVICE	94,969	95,342	62,749.85	7,514.60	770.55	31,822.00	66.6%
73311412 INSTR SUP OFF PRINCIPAL	152,744	152,744	109,959.77	12,618.22	.00	42,784.23	72.0%
73321102 CLASSROOM INSTRUCTION	413,815	413,815	282,369.34	35,264.70	.00	131,445.66	68.2%
73411102 CLASSROOM INSTRUCTION	9,800,000	1,087,316	.00	.00	.00	1,087,316.00	.0%
73600440 EQUIPMENT SERVICES	0	2,000	1,479.00	.00	358.00	163.00	91.9%
73604110 CLASSROOM INSTRUCTION	0	736,110	470,595.22	57,065.47	4,840.36	260,674.42	64.6%
73604131 INSTR SUP IMPROV INSTR	0	254,794	194,114.66	18,343.83	.00	60,679.34	76.2%
73604200 BUILDING SERVICES	0	1,200	848.70	113.90	.00	351.30	70.7%
73604400 EQUIPMENT SERVICES	0	1,842	1,066.05	118.45	775.95	.00	100.0%
73671104 ADULT BAS ED CURR YR CLASSROO	0	189,017	104,493.71	12,180.06	.00	84,523.29	55.3%
73871104 ADULT HS (GAE) CUR YR CLASSRM	0	16,421	2,771.16	518.07	.00	13,649.84	16.9%
74231103 CARL PERKINS CY SEC CLASSROOM	0	162,049	131,645.40	106,346.50	.00	30,403.60	81.2%
75202110 CLASSROOM INSTRUCTION	0	644,735	405,483.45	51,211.89	.00	239,251.55	62.9%
75202131 INSTR SUP IMPROV INSTR	0	10,560	7,134.39	797.81	.00	3,425.61	67.6%
75212110 CLASSROOM INSTRUCTION	0	434,215	289,571.17	36,580.35	.00	144,643.83	66.7%
75212131 INSTR SUP IMPROV INSTR	0	18,405	11,878.91	1,126.23	.00	6,526.09	64.5%
75904200 BUILDING SERVICES	0	17,100	17,100.00	17,100.00	.00	.00	100.0%
75904400 EQUIPMENT SERVICES	0	400	16.28	.00	254.42	129.30	67.7%
75911103 REGIONAL ALT PROG CY CLASSROO	0	85,232	49,308.56	4,429.07	800.00	35,123.44	58.8%
75911413 REGIONAL ALT PROG CY INSTR OF	0	63,527	53,132.94	5,903.66	.00	10,394.06	83.6%
76051131 INSTR SUP IMPROV INSTR	0	12,093	8,196.61	963.70	.00	3,896.39	67.8%
76061131 INSTR SUP IMPROV INSTR	0	500,000	335,054.71	22,148.51	37,535.79	127,409.50	74.5%
76103200 VEHICLE OPERATION SERVICES	0	1,400	1,113.57	.00	.00	286.43	79.5%
76108110 CLASSROOM INSTRUCTION	0	34,381	21,801.22	270.00	3,740.00	8,839.78	74.3%
76111213 INSTR SUP GUIDANCE SERV	0	31,434	18,454.87	1,845.48	915.00	12,064.13	61.6%
76118110 CLASSROOM INSTRUCTION	0	79,919	19,851.21	5,086.91	.00	60,067.79	24.8%
76128110 CLASSROOM INSTRUCTION	0	1,964	1,956.23	.00	.00	7.77	99.6%
76132110 SUPPLEMENTAL SE TRANSITION	0	20,000	18,394.63	.00	.00	1,605.37	92.0%
76172110 CLASSROOM INSTRUCTION	0	5,871	5,863.77	.00	.00	7.23	99.9%
76182110 CLASSROOM INSTRUCTION	0	10,000	7,888.40	.00	.00	2,111.60	78.9%
76192110 CLASSROOM INSTRUCTION	0	10,000	6,714.63	.00	.00	3,285.37	67.1%
76250420 SECURITY EQUIP GRANT	0	53,900	.00	.00	.00	53,900.00	.0%
76321110 CLASSROOM INSTRUCTION	0	7,800	3,264.91	674.57	.00	4,535.09	41.9%
76331110 CLASSROOM INSTRUCTION	0	7,800	4,149.93	706.94	.00	3,650.07	53.2%
76341110 CLASSROOM INSTRUCTION	0	10,000	259.03	172.68	.00	9,740.97	2.6%
76351110 CLASSROOM INSTRUCTION	0	64,316	41,674.79	.00	.00	22,641.21	64.8%

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COUNTY OF HENRY LIVE DATABASE  
SUMMARY OF EXPENDITURES BY COST CENTERS  
THROUGH MARCH 31, 2015

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
76361110 CLASSROOM INSTRUCTION	0	2,242,505	1,499,266.87	178,784.80	7,722.66	735,515.47	67.2%
76361131 INSTR SUP IMPROV INSTR	0	123,021	88,723.06	10,503.71	.00	34,297.94	72.1%
76371110 CLASSROOM INSTRUCTION	0	0	-85.00	.00	.00	85.00	100.0%
76421110 CLASSROOM INSTRUCTION	0	344,136	220,878.38	26,009.95	.00	123,257.62	64.2%
76491110 CLASSROOM INSTRUCTION	0	46,820	27,309.91	3,540.52	.00	19,510.09	58.3%
76632110 CLASSROOM INSTRUCTION	0	229,450	141,425.36	11,062.54	35,609.45	52,415.19	77.2%
76633200 VEHICLE OPERATION SERVICES	0	3,130	.00	.00	.00	3,130.00	.0%
76642110 CLASSROOM INSTRUCTION	0	1,991,027	1,019,186.10	129,448.02	.00	971,840.90	51.2%
76652110 CLASSROOM INSTRUCTION	0	15,409	15,398.52	.00	.00	10.48	99.9%
76691131 VA TOBACCO SF #3	0	51,726	23,365.00	.00	.00	28,361.00	45.2%
76802110 CLASSROOM INSTRUCTION	0	7,200	3,818.45	432.30	.00	3,381.55	53.0%
78811102 TITLE VI, PART B #3 CLASS INS	0	1,752	1,750.00	.00	.00	2.00	99.9%
78911102 TITLE VI, PART B #2 CLASS INS	0	136,862	72,288.11	14,660.65	.00	64,573.89	52.8%
79011102 TITLE VI, PART B #1 CLASS INS	0	7,891	.00	.00	.00	7,891.00	.0%
79939143 EMPLOYEE BENEFITS	0	0	-3,930.74	-4,330.66	.00	3,930.74	100.0%
TOTAL SCHOOL FUND	73,119,097	76,643,698	50,465,121.91	5,811,525.14	1,912,685.10	24,265,890.72	68.3%
71 SCHOOL TEXTBOOK FUND							
73111102 CLASSROOM INSTRUCTION ELE TXB	253,006	413,792	393,390.78	.00	.00	20,400.84	95.1%
73111103 CLASSROOM INSTRUCTION SEC TXB	253,006	278,496	66,478.60	.00	.00	212,017.81	23.9%
TOTAL SCHOOL TEXTBOOK FUND	506,012	692,288	459,869.38	.00	.00	232,418.65	66.4%
81 SCHOOL CAFETERIA FUND							
80105100 CAFETERIA OPERATING EXPENSES	232,053	259,311	190,395.88	26,808.29	14,869.92	54,045.20	79.2%
80205100 CAFETERIA OPERATING EXPENSES	191,210	213,601	157,552.80	20,969.31	9,549.35	46,498.85	78.2%
80605100 CAFETERIA OPERATING EXPENSES	169,559	183,117	128,736.12	16,151.89	6,582.82	47,798.06	73.9%
80805100 CAFETERIA OPERATING EXPENSES	179,092	186,359	137,748.56	18,448.63	6,182.32	42,428.12	77.2%
80905100 CAFETERIA OPERATING EXPENSES	174,852	186,929	148,510.42	20,651.82	9,910.86	28,507.32	84.7%
81005100 CAFETERIA OPERATING EXPENSES	216,756	214,506	147,651.98	19,464.09	7,170.17	59,683.85	72.2%
81105100 CAFETERIA OPERATING EXPENSES	192,526	216,418	173,200.67	27,686.42	16,285.53	26,931.56	87.6%
81305100 CAFETERIA OPERATING EXPENSES	245,863	237,033	182,633.61	21,723.00	15,987.97	38,411.42	83.8%
81405100 CAFETERIA OPERATING EXPENSES	487,190	483,760	360,927.30	52,746.27	27,256.18	95,576.52	80.2%
81405200 SCHOOL CATERING SERVICES	25,673	25,673	14,702.05	2,272.33	6,983.92	3,987.03	84.5%
81905100 CAFETERIA OPERATING EXPENSES	409,692	390,098	274,497.40	37,054.78	17,945.61	97,654.99	75.0%
82005100 CAFETERIA OPERATING EXPENSES	457,985	475,567	344,149.86	46,747.08	27,125.61	104,291.73	78.1%
82305100 CAFETERIA OPERATING EXPENSES	416,295	441,841	316,797.77	43,588.81	26,764.01	98,279.22	77.8%

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COUNTY OF HENRY LIVE DATABASE  
SUMMARY OF EXPENDITURES BY COST CENTERS  
THROUGH MARCH 31, 2015

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FOR 2015 09

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
83005100 CAFETERIA OPERATING EXPENSES	334,053	391,427	256,200.01	39,605.51	41,222.39	94,004.60	76.0%
83205100 CAFETERIA OPERATING EXPENSES	294,005	305,093	233,544.85	30,949.03	26,091.31	45,456.84	85.1%
83305100 CAFETERIA OPERATING EXPENSES	295,034	331,887	243,917.45	32,379.14	15,664.50	72,304.75	78.2%
89909140 EMPLOYEE BENEFITS	0	0	.91	-.02	.00	-.91	100.0%
TOTAL SCHOOL CAFETERIA FUND	4,321,838	4,542,619	3,311,167.64	457,246.38	275,592.47	955,859.15	79.0%
GRAND TOTAL	137,474,874	179,243,701	110,519,625.29	10,838,149.59	14,727,068.85	53,997,006.92	69.9%

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

		<b><u>FEB</u></b>		<b><u>MAR</u></b>
		<b><u>27, 2015</u></b>		<b><u>31, 2015</u></b>
<b>GENERAL FUND</b>				
Branch Banking & Trust - Public Special MRC-MM	\$	3,291,860.28	\$	6,451,969.01
Carter Bank & Trust - MMA		<u>25,108,830.71</u>		<u>25,143,484.33</u>
<b>Total</b>	\$	28,400,690.99	\$	31,595,453.34
 <b>HENRY COUNTY SCHOOL CAFETERIA FUND</b>				
Branch Banking & Trust - Public Fund MRS		<u>600,401.99</u>		<u>931,635.32</u>
<b>Total</b>	\$	600,401.99	\$	931,635.32
 <b>HENRY COUNTY SCHOOL TEXTBOOK FUND</b>				
Carter Bank & Trust - MMA		<u>901,621.68</u>		<u>945,082.52</u>
<b>Total</b>	\$	901,621.68	\$	945,082.52

**HENRY COUNTY, VIRGINIA  
CONTINGENCY RESERVE BALANCE F/Y 2014-2015  
APRIL 28, 2015**

G/L Account No. 31391610 599010

<b>CONTINGENCY RESERVE BEGINNING OF FISCAL YEAR</b>	<b>\$ 149,500</b>
Sheriff's Criminal Apprehension Fund Carried Forward from Previous Fiscal Year	50,000
	<b>199,500</b>

**APPROPRIATIONS PREVIOUSLY APPROVED:**

Reserve for Sheriff's Criminal Apprehension Fund	(50,000)
Reserve for Fuel for Sheriff, Refuse, Etc. as part of Original Budget	(50,000)
Match for Grant on Purchase of New Ambulance	(30,000)

<b>CONTINGENCY RESERVE PRIOR TO MARCH 24, 2015 BOARD MEETING</b>	<b>\$ 69,500</b>
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Appropriations Previously Approved and Finalized Since Last Meeting:

Board Meeting	Department	Purpose	Amount
	None		
Total Appropriations			0

<b>CONTINGENCY RESERVE AVAILABLE - APRIL 28, 2015</b>	<b>69,500</b>
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Request Pending at April 28, 2015 Meeting:

4/28/2015	Sheriff's Office	Body Camera System	67,475
Total Pending			(67,475)

<b>PROJECTED CONTINGENCY RESERVE AVAILABLE</b>	<b>\$ 2,025</b>
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Henry County  
Board of Supervisors

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**Meeting Date** April 28, 2015

**Item Number** 11A

**Issue**

Transfer of Funds re: Capital Improvement Items

**Background**

During the recent budget presentation, County Administrator Tim Hall recommended using current year budget funds of \$348,500 to purchase several needed capital items, including the following:

- Replacement vehicles for Building Inspection (\$26,000), EMS (\$40,000), Parks and Recreation (\$28,000), Maintenance (\$35,000) and an employee pool vehicle (\$22,000).
- Replacing the carpet at the Public Safety building - \$25,000
- Renovations to the Sheriff's Office - \$30,000
- Replacement mowers for Parks and Recreation (\$28,500) and Maintenance - \$14,000
- Resurfacing of the parking lot at the Administration Building (another \$100,000 is included in the FY '15-'16 budget) - \$100,000

In order to move forward with the purchase of these capital items, the attached transfer appropriations must be approved.

**Attachments**

Transfer Appropriation Sheets

**Staff Recommendation**

Staff recommends approval of the transfer of current year funds of \$348,500 for the purchase of capital items as outlined above.

**ADDITIONAL OR TRANSFER APPROPRIATIONS**

FUND NAME General Fund and IDA Fund  
 DEPARTMENT Various Departments as Indicated  
Henry County IDA Fund  
 YEAR ENDING June 30, 2015

COMPLETE ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT (WHOLE DOLLARS)
<b>ADDITIONAL APPROPRIATION SECTION</b>		
<b>CIP Capital Outlays</b>		
31394300 584046	Insp Motor Vehicles & Equip	1 \$ 26,000
31394300 584048	P&R Motor Vehicles & Equip	2 28,000
31394300 584062	Sheriff - Building Renovations	3 30,000
31394300 584070	EMS Motor Vehicles & Equip	4 40,000
31394300 584079	P&R Machinery & Equip	5 28,500
31394300 584083	NDEP Motor Vehicles & Equip	6 22,000
31394300 584098	Abld Var Capital Projects	7 100,000
31394300 584100	Bldg & Grounds Motor Vehicles	8 35,000
31394300 584102	Cert Bldg Capital Projects	9 25,000
31394300 584103	Bldg & Grounds Machinery & Equip	10 14,000
<b>Henry County IDA Fund</b>		
45304105 441531	Transfers From General Fund	348,500 R
	<b>Total Additional Appropriation</b>	\$ <b>697,000</b>

<b>REVENUE SOURCE OR ACCOUNT TRANSFERRED SECTION</b>		
<b>Transfers to Other Funds</b>		
		\$
31393100 592450	Transfers Industrial Development Authority	348,500
<b>Henry County IDA Fund</b>		
45301500 415105	Interest on Revolving Loan	53,500 R
45381520 558430	E Zone Investment Tax Refund	65,000
45381960 558460	Construction Incentives Costs	102,500
45381970 531500	Prof Serv Legal	25,000
45381970 558460	Construction Incentives Costs	102,500
	<b>Total Revenue Source or Account Transferred</b>	\$ <b>697,000</b>

<b>Difference (Should be Zero)</b>	\$	<b>0</b>
------------------------------------	----	----------

**REASON FOR APPROPRIATION:**

To transfer funds for: 1. Inspection Vehicle, 2. Parks & Recreation Vehicle, 3. Sheriff's Office Renovations, 4. EMS Vehicle, 5. Parks & Recreation Mower, 6. Pool Vehicle, 7. Resurface Admin Building Parking Lot, 8. Building & Grounds Vehicle, 9. Replace Carpet CERT building, 10. Building & Grounds Mower. Also to appropriate IDA Interest on Revolving Loans. Funds to C/O to FY 2016.

**APPROVED BY:**

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

DEPARTMENT HEAD \_\_\_\_\_ DATE \_\_\_\_\_

CO ADMINISTRATOR \_\_\_\_\_ DATE \_\_\_\_\_

April 28, 2015



Henry County  
Board of Supervisors

---

**Meeting Date** April 28, 2015

**Item Number** 11B

**Issue**

Award of Contract re: Various FY 2015 Capital Items

**Background**

Contingent upon the Board's approval of the previous financial item relating to the transfer of funds, staff is recommending the Board award contracts for the following FY 2015 capital items:

Parks and Recreation – 2016 Ford F-250 truck in the amount of \$27,851.95 to Colonial Ford of Richmond, Virginia (State Contract #E194-73326)

Building and Grounds – 2016 Ford F-250 truck with snowplow package in the amount of \$34,941.15 of Colonial Ford of Richmond, Virginia (State Contract #E194-73326)

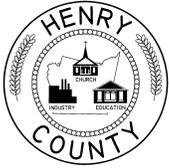
Pool Vehicle – 2016 Chevrolet Impala LS Fleet vehicle in the amount of \$17,915.40 of Capital GMC in Richmond, Virginia (State Contract #E194-727265)

**Attachments**

None

**Staff Recommendation**

Staff recommends awarding the contracts as outlined above.



# Henry County Board of Supervisors

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**Meeting Date** April 28, 2015

**Item Number** 11C

## **Issue**

Award of Contract re: Financial Advisory Services

## **Background**

Staff is asking the Board to award a contract to Davenport and Company, LLC for financial advisory services regarding the potential construction of a new Collinsville school district facility. Henry County is allowed by Code to “piggyback” contracts from other localities, and staff is seeking to do so here based on a contract between Davenport and Company and King George County from 2014. Purchasing Director Carole Jones’s attached memo explains this procedure. Contract terms would match those in the King George contract. A contract amount is based on the number of hours worked and therefore cannot be identified at this point; however, staff feels that it could exceed the \$15,000 threshold that requires Board approval.

## **Attachments**

1. Memo from Carole Jones, Purchasing Director
2. King George County contract
3. Proposed Financial Advisory Agreement

## **Staff Recommendation**

Staff recommends awarding of the contract to Davenport and Company, LLC, as outlined.

# County of Henry

P.O. BOX 7  
COLLINSVILLE, VIRGINIA 24078-0007  
<http://www.henrycountyva.gov>

TELEPHONE (276) 634-4670  
FAX (276) 634-4535



MEMBER OF  
VAGP  
NIGP

PURCHASING DEPARTMENT

To: Tim Hall, County Administrator  
From: Carole Jones, Chief Purchasing Agent  
Date: April 15, 2015  
Subject: Cooperative Procurement-Davenport & Company, LLC

I have reviewed the Request for Proposal (RFP) #05232014-1400 that was done by King George County, Virginia for Financial Advisory Services. The proper language for doing cooperative procurement was included in the RFP and the contract is still in effect. Under the Henry County Code section 2-507 Cooperative Procurement, we have the authority to participate in, sponsor, conduct or administer a cooperative procurement agreement with one or more public bodies. The RFP was awarded to Davenport & Company, LLC and I feel that all the proper procurement has been followed. Therefore, the County can choose to piggyback off of this RFP and use Davenport & Company, LLC for Financial Advisory Services.

King George County, Virginia



COUNTY ADMINISTRATOR  
10459 Courthouse Drive, Suite 200  
King George, Va. 22485  
Telephone: (540) 775-9181  
Fax: (540) 775-5248

A. TRAVIS QUESENBERRY, P.E.  
COUNTY ADMINISTRATOR

August 7, 2014

Mr. Kyle A. Laux  
First Vice President  
Davenport & Company, LLC  
901 East Cary Street, 11<sup>th</sup> Floor  
Richmond, Virginia 22485

Re: Notice to Proceed -- Financial Advisory Services

Dear Mr. Laux,

The purpose of this letter is to establish August 4, 2014 as the date of Notice to Proceed for the above referenced services. Attached is an executed copy of Services Agreement Number 05232014-1400-001 for your files.

King George County looks forward to continuing working with Davenport & Company for Financial Advisory Services.

Sincerely,

A. Travis Quesenberry, P.E.  
County Administrator

Cc: Mr. Robyn Shugart, Director of Finance  
Ms. Kelly Dixon, Procurement Manager



**Kelly S. Dixon, CPPO CPPB**  
**Procurement Manager**

10459 Courthouse Dr., Suite 201, King George, Virginia • Telephone (540) 775-1657 • Fax (540) 775-5560

**SERVICES AGREEMENT**  
**NUMBER: 05232014-1400-001**

**SUBJECT: FINANCIAL ADVISORY SERVICES**

**Between:**

**King George County**  
**10459 Courthouse Dr.**  
**Suite 200**  
**King George, Virginia 22485**

**Phone: (540) 775-9181**  
**Fax: (540) 775-5248**

**And CONTRACTOR:**

**Davenport & Company, LLC**  
**901 East Cary Street, 11<sup>th</sup> Floor**  
**Richmond, Virginia 23219**

**Phone: (804) 697-2900**  
**Fax: (804) 549-4913**

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**ATTACHMENTS:**

GENERAL TERMS AND CONDITIONS (EXHIBIT 1)

CERTIFICATE OF INSURANCE (EXHIBIT 2)

REQUEST FOR PROPOSALS # 05232014-1400 (EXHIBIT 3)

PROPOSAL TO PROVIDE FINANCIAL ADVISORY SERVICES DATED 5/23/2014 (EXHIBIT 4)



**SERVICES AGREEMENT  
NUMBER: 05232014-1400-001**

This **SERVICES AGREEMENT** ("AGREEMENT"), entered into this 4th day of **August, 2014** between **KING GEORGE COUNTY** ("COUNTY"), a political subdivision of the Commonwealth of Virginia and a body politic, by and through its undersigned Purchasing Agent, pursuant to the authority expressly granted by the King George County Board of Supervisors, and **DAVENPORT & COMPANY LLC** ("CONTRACTOR"), COUNTY and CONTRACTOR are collectively referred to as "PARTIES."

**WITNESSETH:**

**WHEREAS**, COUNTY desires to obtain financial advisory services concerning developments in the financial community and local and state government finance, and associated services related the development of a multi-year financial plan and the issuance of bonds or notes as may hereafter be authorized by the COUNTY as more particularly set forth in the attached and referenced exhibits and contract documents, in accordance with the requirements of the King George County Purchasing Ordinance; and

**WHEREAS**, CONTRACTOR has the expertise, knowledge and ability to provide the services set forth herein and in the referenced and attached documents; and

**WHEREAS**, COUNTY desires to hire CONTRACTOR to provide the services set forth herein and in the referenced and attached documents; and

**WHEREAS** CONTRACTOR was awarded this AGREEMENT after a duly performed competitive process; and

**THEREFORE**, in consideration of the mutual agreements contained in this AGREEMENT and the terms and conditions set forth below and in the referenced and attached documents, it is hereby AGREED between the Parties as follows:

**1.0 GENERAL TERMS AND CONDITIONS**

This AGREEMENT shall be subject to the "General Terms and Conditions", attached as Exhibit 1, and incorporated into this AGREEMENT.

**2.0 SCOPE OF SERVICES**

All services shall in all ways comply with the specifications set forth in Request for Proposal #05232014-1400 and Davenport's Proposal to Provide Financial Advisory Services dated May 23, 2014, attached and incorporated into this Agreement as Exhibits 3 and 4.

**3.0 PRICING & PAYMENT**

All pricing and payment shall be as set forth in Section 1.9 of this AGREEMENT.

**4.0 WARRANTIES AND TITLE**

CONTRACTOR warrants that it has free and clear title, without encumbrance of any kind to services set forth in this AGREEMENT and all attachments, and that it has the lawful right to dispose of, provide and/or sell services in this AGREEMENT.

**5.0 AGREEMENT DOCUMENTS**

This AGREEMENT includes the following Agreement Documents:

- a. General Terms and Conditions, Exhibit 1
- b. Certificate of Insurance, Exhibit 2
- c. Request for Proposal # 05232014-1400, Exhibit 3
- d. Davenport Proposal to Provide Financial Advisory Services dated May 23, 2014, Exhibit 4

**6.0 MERGER**

CONTRACTOR and COUNTY agree that the Agreement Documents set forth in the previous paragraph contain the entire agreement between the parties and that any previous representation or agreement, in writing or otherwise, is hereby superseded and made null and void. All amendments to this AGREEMENT shall be in writing with the notice provided as set forth in the General Terms and Conditions, attached as Exhibit 1.

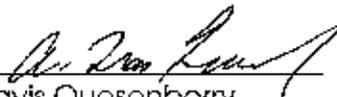
**7.0 CHOICE OF LAWS AND VENUE**

Any and all disputes of any kind related to this AGREEMENT shall be brought before the King George County Circuit Court and determined under the Laws of the Commonwealth of Virginia.

**IN WITNESS WHEREOF**, the parties hereby set their signature to this AGREEMENT on August 4, 2014.

County of King George, Virginia:

Contractor:

By:   
A. Travis Guesenberry  
County Administrator  
King George County

Davenport & Company, LLC  
901 East Cary Street, 11<sup>th</sup> Floor  
Richmond, Virginia 23219  
(804) 697-2900

By:   
David P. Rose

Phone: (540) 775-9181  
Fax: (540) 775-5248

Title: Senior Vice President

Approved as to form:

  
County Attorney

CERTIFICATION: I, David P. Rose, certify by my signature above that I am the duly authorized agent of Davenport & Company, LLC, and have all right and authority to represent Davenport & Company, LLC, and to enter into this AGREEMENT.



**GENERAL TERMS AND CONDITIONS**

**I.1 DEFINITIONS**

- I.1.1 "Department Head" means the director of the using department of King George County.
- I.1.2 "Duly authorized representative" means any person authorized in writing by the department head to act for the department head in connection with this AGREEMENT.
- I.1.3 "Purchasing Agent" means the Purchasing Agent of King George County whose duties and responsibilities are more particularly described in the King George County Purchasing Ordinance, or his or her designees, as duly authorized pursuant to the Purchasing Ordinance.
- I.1.4 "Services" shall be as defined in the King George County Purchasing Ordinance in effect at the time of the execution of this agreement.
- I.1.5 "Work" means the Financial Advisory Services for King George County, Virginia
- I.1.6 "Contractor" shall mean: Davenport & Company, LLC  
901 East Cary Street, 11<sup>th</sup> Floor  
Richmond, Virginia 23219

**I.2 AGREEMENT PERIOD**

The term of this AGREEMENT is as follows:

- 1.2.1 The term for the Agreement shall be for an initial twelve (12) months from the date of execution. Upon mutual consent, COUNTY shall have the option to extend the contract for up to four (4) additional twelve (12) month periods contingent upon need and availability of funds for this purpose.
- 1.2.2 Agreement will renew automatically unless a Notice of Intent to Terminate is issued by either party no less than 90 days prior to the expiration of the current term.

**I.3 COMPLIANCE WITH LAWS**

CONTRACTOR shall at all times observe and comply with all laws, ordinances and regulations of the federal, state and local government, which may in any manner affect the performance of this Agreement, including, without limitation, the King George County Purchasing Ordinance, the King George County and Commonwealth of Virginia Building Codes, the King George County Zoning Ordinance, The Standards, Specifications and Regulations of the King George

County Service Authority and the Code of Virginia. Copies of the Purchasing Ordinance, the Zoning Ordinance, and COUNTY Code are available for inspection in the Purchasing Office and Department of Community Development.

This AGREEMENT is governed by the applicable provisions of the King George County Purchasing Ordinance, which is incorporated herein by reference. Procedures for Agreement disputes, appeals and protests shall be governed by the Ordinance and the Virginia Public Procurement Act, where applicable.

#### **1.4 TAXES**

King George County is exempt from excise taxation by virtue of exemption certificate No. 54-0716449. The Purchasing Agent will complete such documents as may be necessary for CONTRACTOR to comply with applicable tax laws and regulations. The price or prices quoted here shall include all other federal and state, direct and indirect taxes which apply.

#### **1.5 NOTICE**

All communications and notices provided for herein shall be in writing, delivered personally or by certified mail, to CONTRACTOR by name and address listed on the proposal; to the department head by name and address listed on the cover here and to the Procurement Manager, Suite 201, 10459 Courthouse Drive, King George, VA 22485.

#### **1.6 NONDISCRIMINATION**

During the performance of this Agreement, CONTRACTOR agrees as follows:

- 1.6.1 CONTRACTOR will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, creed, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of CONTRACTOR. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- 1.6.2 CONTRACTOR, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, will state that such CONTRACTOR is an equal opportunity employer.
- 1.6.3 Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

1.6.4 CONTRACTOR shall comply with the provisions of the Americans with Disabilities Act of 1990, which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.

1.6.5 CONTRACTOR will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

## **1.7 DRUG-FREE WORKPLACE**

CONTRACTOR agrees to (i) provide a drug-free workplace for CONTRACTOR'S employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in CONTRACTOR'S workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR that CONTRACTOR maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Agreement awarded to a CONTRACTOR in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

## **1.8 NO FIREARMS, WEAPONS OR DRUGS**

Contractor agrees that no employee or agent of CONTRACTOR of any kind will possess or cause to possess firearms and/or weapons and/or alcohol and/or illegal or controlled substances within 500 feet of King George County property and facilities except as required by private security employed by King George County or official public law enforcement.

## **1.9 PRICE, PAYMENT, AND SERVICES**

Each project will be determined in advance by both parties to be either a "flat fee"/transactional rate structure; or an hourly rate structure; or a blend.

The hourly rates, and fees are as follows:

### **Hourly Rates**

<u>Position</u>	<u>Hourly Rate</u>
Senior/First Vice President	\$300
Vice President	\$285

Associate Vice President \$255

Associate/Analyst \$225

Hourly wages subject to 5% escalation factor for each renewal period.

Bond Transaction Fee: To be negotiated for each transaction

Prior to the beginning of each project the CONTRACTOR shall provide a written estimate of the total expected fee based upon the hourly rates above, a per bond fee for a transaction, or a flat fee, or other arrangement acceptable to the County. The County may wish to enter into a flat or capped fee arrangement on any given project, based upon the estimates.

**EXPENSE REIMBURSEMENT:**

Travel Mileage: Rate as Set by the Federal Government

Miscellaneous Travel Expenses: Actual Out-of-Pocket Travel Related Expenses (i.e. Meats)

Direct Expenses: Billed at Actual Incurred Costs

Indirect Expenses: Billed at 4% of Billed Amount per Task/Activity

Contractor will provide all general financial advisory services for the General Fund and Service Authority (i.e. non-transaction specific general capital planning and financial advice) to be negotiated for each task, based on the specified hourly rates.

**Contractor shall be paid within 30 days of invoice submission, review and approval by COUNTY.**

**1.10 SECRECY OF COUNTY'S DATA**

CONTRACTOR shall not use or disclose to third parties any data, designs, or other information belonging to or supplied by or on behalf of COUNTY, without first obtaining the prior written authorization of COUNTY. Upon COUNTY'S request, such data, designs, or other information, including all copies thereof, shall be returned to COUNTY. Where COUNTY'S data, designs, or other information are furnished to CONTRACTOR'S suppliers for procurement of supplies for use in the performance of COUNTY'S orders, CONTRACTOR shall insert the substance of this provision in its orders.

**1.11 ASSIGNMENT AND SET-OFF**

No part of this Agreement, nor the Agreement itself may be transferred or assigned to any other party by CONTRACTOR without the express, written consent of COUNTY.

This AGREEMENT shall be binding upon all successors, assigns, employees or other agents of CONTRACTOR. CONTRACTOR shall not delegate any duties, nor assign any rights or claims under this AGREEMENT, without prior written consent of COUNTY (but in no case shall the consent relieve CONTRACTOR from its

obligations or change the terms of the AGREEMENT). CONTRACTOR shall not transfer or assign any Agreement funds or claims due or to become due without the written approval of the Purchasing Agent having first been obtained. All claims for monies due or to become due from COUNTY shall be subject to deduction by COUNTY for any set-off or counterclaim arising out of this or any other of COUNTY'S purchase orders with CONTRACTOR, or for any other liquidated debt from CONTRACTOR to COUNTY, whether or not any such assignment is made, and whether such set-off or counterclaim arose before or after any such assignment by CONTRACTOR.

#### **1.12 NON-INFRINGEMENT**

To the extent that the services are provided relating to detailed designs not originated and furnished by COUNTY, or by a process or method the use of which is not specifically directed by COUNTY, CONTRACTOR guarantees that the sale or use of such services or the use of such process or method hereunder will not infringe any United States or foreign patents, trademarks, trade names, copyrights, or trade secrets, and shall indemnify and save COUNTY and its customers harmless from any expenses, loss, cost, damage, or liability which may be incurred on account of infringement or alleged infringement of patent rights, trademarks, trade names, copyrights, or trade secrets with respect to such services. CONTRACTOR shall defend, at its own expense, any action or claim in which such infringement is alleged, provided CONTRACTOR is notified within a reasonable time of such action or claim against COUNTY. Indemnification shall not apply to infringements arising from use in combination with other items where infringement would not have occurred from the normal use of which the article supplied by CONTRACTOR was designed.

#### **1.13 BANKRUPTCY**

In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against CONTRACTOR or in the event of the appointment, with or without CONTRACTOR'S consent, of an assignee for the benefit of creditors or of a receiver, COUNTY shall be entitled to cancel any unfilled part of this AGREEMENT without any liability whatsoever.

#### **1.14 CHOICE OF LAW AND VENUE; NO ARBITRATION OR MEDIATION**

This AGREEMENT between the PARTIES evidenced hereby, shall be deemed made in the Commonwealth of Virginia, and shall be construed and interpreted solely in accordance with the laws of Virginia. Venue for any action arising hereunder shall be in the Circuit Court for King George County, Virginia. Nothing under this AGREEMENT shall be subject to arbitration or mediation, and any references to arbitration or mediation are expressly deleted from this AGREEMENT. CONTRACTOR and COUNTY hereby waive any and all rights to arbitration under the laws of Virginia, the United States, or otherwise.

**1.15 INDEMNIFICATION**

CONTRACTOR shall save, defend, hold harmless and indemnify COUNTY, and all of its officers, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, or exposure, by reason of property damage or personal injury to any person, including CONTRACTOR'S employees, of whatsoever nature or kind to the proportionate extent arising out of, as a result of, or in connection with such performance caused by the negligent actions or omissions of CONTRACTOR, its employees, agents, subcontractors, or representatives. Without in any way limiting the foregoing, CONTRACTOR and its subcontractors shall maintain public liability and property damage insurance as provided in Exhibit 3, and shall maintain Workman's Compensation insurance as required by law covering all employees performing under this AGREEMENT.

**1.16 LIMITATION OF LIABILITY**

COUNTY'S liability shall be limited to the unpaid balance of amounts due under this AGREEMENT, and in no event shall COUNTY be liable to CONTRACTOR for indirect, incidental, consequential or special damages.

**1.17 DEFAULT**

COUNTY may, subject to the provisions below, by written notice of default to CONTRACTOR, terminate the whole or any part of this AGREEMENT in any one of the following circumstances:

1.17.1 If CONTRACTOR fails to make delivery of the supplies or to perform the work within the time specified here or any written extension; or

1.17.2 If CONTRACTOR fails to perform any of the other provisions of this AGREEMENT, or so fails to make progress so as to endanger performance of this AGREEMENT in accordance with its terms, and in either of these two circumstances does not cure the failure within a period of ten (10) days (or other such period as the Purchasing Agent may authorize in writing) after receipt of notice from the Purchasing Agent specifying the failure.

**1.18 TERMINATION FOR THE CONVENIENCE OF COUNTY**

This AGREEMENT may be terminated by the Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in COUNTY'S best interest. Any such termination shall be effected by the delivery to CONTRACTOR of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance under the AGREEMENT is terminated and the date upon which such termination becomes effective.

After receipt of a notice of termination and except as otherwise directed CONTRACTOR shall stop all performance, cancel orders for parts and terminate

Subcontractor's as of the date specified in the notice; and accept no further orders from COUNTY. However, any authorized work not delivered as of the date of termination shall be delivered as required herein.

**1.19 FORCE MAJEURE**

CONTRACTOR is not responsible for damages or delay in performance caused by conditions beyond its control including, but not limited to, Acts of God, wars, and natural disasters. In any such event, CONTRACTOR'S fee and schedule shall be equitably adjusted.

**1.20 OWNERSHIP & CONFIDENTIALITY OF GOODS AND SERVICES**

CONTRACTOR acknowledges that COUNTY will be sole and exclusive owner of all goods and services produced under this AGREEMENT, including but not limited to tangible items, writing, drawings, plans, images, intellectual property and data compilations of any form whatsoever, shall be the exclusive and sole property of COUNTY and shall not be otherwise reproduced, disclosed or used by CONTRACTOR, elsewhere, for any reason.

Further, CONTRACTOR agrees that all information provided to and by COUNTY pursuant to this AGREEMENT is private, confidential and proprietary and shall be the exclusive and sole property of COUNTY and shall not be otherwise reproduced, disclosed or used by CONTRACTOR, elsewhere, for any reason.

**1.21** {This Section Intentionally Left Blank}

**1.22 IMMIGRATION REFORM AND CONTROL ACT OF 1986**

CONTRACTOR certifies that they do not and will not during the performance of this Agreement employ illegal alien workers, including subcontractors or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

**1.23 OFFICIAL NOT TO BENEFIT**

CONTRACTOR certifies that to the best of his knowledge no COUNTY official or employee having official responsibility for the procurement transaction or member of his/her immediate family has received or will receive any financial benefit relating to this AGREEMENT. If such a benefit has been received or will be received, this fact shall be immediately disclosed to COUNTY Procurement Manager. Failure to disclose the information prescribed above may result in rescission of this AGREEMENT, or affect payment pursuant to the terms of the AGREEMENT.

Whenever there is reason to believe that a benefit of the sort described in the paragraph above has been or will be received in connection with this AGREEMENT that CONTRACTOR has failed to immediately disclose, or has inadequately disclosed it, COUNTY as a prerequisite to payment pursuant to

CONTRACTOR, or at any time may require CONTRACTOR to furnish, under oath, answers to any interrogatories related to such possible benefit.

**1.24 NON-APPROPRIATION**

COUNTY shall be bound, hereunder, only to the extent that such funds shall have been appropriated and budgeted and are otherwise available for the purpose of this Agreement. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for payment due under this Agreement, then COUNTY shall immediately notify CONTRACTOR, in writing, of such occurrence and this AGREEMENT shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to COUNTY of any kind whatsoever.

**1.25 NO AGENCY RELATIONSHIP**

CONTRACTOR is not the agent, subagent or representative of COUNTY; and this AGREEMENT shall not make COUNTY liable to any person, firm, corporation or other who contracts with or provides goods or services to CONTRACTOR in connection with the services it has agreed to perform hereunder or otherwise for debts or claims accruing to such parties against CONTRACTOR and any other person, firm, corporation or other supplying any work, labor, services, goods or materials to CONTRACTOR as a result of its services to COUNTY hereunder or otherwise.

**1.26 CERTIFICATION OF AUTHORITY TO TRANSACT BUSINESS IN THE COMMONWEALTH**

A Contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

If your authority to transact business is revoked or cancelled at any time during the term of this Agreement the AUTHORITY may void any and all agreements and/or contracts at any time without notice, set-off or recourse.

I certify that Davenport & Company LLC is authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Virginia Code: **Yes**

CONTRACTOR'S identification number issued by the SCC: **SO18330-3**

**1.27 AGREEMENT MODIFICATION**

Pursuant to Virginia law, including Virginia Code Section 2.2-4309, this Agreement may be modified during performance for all purposes allowed by law, as agreed by all parties; however, any modification of this Agreement shall be in writing and shall be signed by authorized representatives of the Parties.

**1.28 ANTI-TRUST**

By entering into this Agreement, CONTRACTOR conveys, sells, assigns, and transfers to COUNTY all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust law of the United States and Virginia, relating to the particular goods or services purchased or acquired by the COUNTY under this Agreement.

Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or Investigation for Antitrust violations.

**1.29 QUALIFICATIONS OF BIDDERS OR OFFERORS**

COUNTY may make such reasonable investigations as deemed proper and necessary to determine the ability of CONTRACTOR to perform the work and/or furnish the goods under this Agreement and CONTRACTOR shall furnish to COUNTY all such information and data for this purpose as may be requested.

COUNTY reserves the right to inspect CONTRACTOR's physical facilities to satisfy questions regarding CONTRACTOR's capabilities.

COUNTY reserves the right to reject any bid or proposal if the evidence submitted by or investigations of, such CONTRACTOR fails to satisfy the COUNTY that such CONTRACTOR is properly qualified to carry out the obligations of this Agreement.

**1.30 DEBARMENT**

By submitting their bids or proposals and entering into this Agreement, CONTRACTOR certifies that it is not currently debarred from submitting bids or proposals on contracts by any agency of County or state, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by any agency of COUNTY or state.

In the event that CONTRACTOR becomes debarred during the term of this Agreement, such shall be an event of Default.

(Remainder of page intentionally blank)

**EXHIBIT 2  
CERTIFICATE OF INSURANCE  
(Attach Following This Page)**



# CERTIFICATE OF LIABILITY INSURANCE

DATE: MM/DD/YYYY  
07/30/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services South, Inc. Richmond VA Office 7325 Beaufort Springs Drive Suite 300 Richmond VA 23225 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 353-0105 <b>E-MAIL ADDRESS:</b>		
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> Davenport & Company, LLC One James Center 901 E. Cary Street Suite 1100 Richmond VA 23219-4037 USA	INSURER A:	Catlin Specialty Insurance Company	15969
	INSURER B:	Great Northern Insurance Co.	20303
	INSURER C:	Chubb Indemnity Insurance Co.	12777
	INSURER D:	Federal Insurance Company	20281
	INSURER E:	St Paul Fire & Marine Insurance Co.	24767
	INSURER F:		

Holder Identifier:

**COVERAGES**      **CERTIFICATE NUMBER: 570054768855**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL SLUR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		35979076	12/31/2013	12/31/2014	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTAL PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPO AGG Included
U	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		(13)7337-27-99	12/31/2013	12/31/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS TIRE <input type="checkbox"/> CLAIMS MADE DED RETENTION		79884900	12/31/2013	12/31/2014	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY <input type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	1471746657	12/31/2013	12/31/2014	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - SA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Fin Inst E&O		BPP6730531213 SIA applies per policy terms & conditions	12/31/2013	12/31/2014	Limit (1) \$2,000,000

Certificate No : 670054768855

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

REF # 05232014-1400  
King George County is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

<b>CERTIFICATE HOLDER</b>  King George County Procurement Manager 10459 Courthouse Drive, Suite 201 King George VA 22485 USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services South Inc</i>
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**EXHIBIT 3**  
**REQUEST FOR PROPOSAL #05232014-1400**  
**(Attach Following This Page)**



KING GEORGE COUNTY, VIRGINIA

REQUEST FOR PROPOSAL

ISSUE DATE: 05/12/2014

RFP # 05232014-1400

TITLE: MUNICIPAL FINANCIAL ADVISOR

Sealed Proposals will be received until **2:00 PM on May 23, 2014** local prevailing time, as per the Official Purchasing Timedclock, for furnishing for furnishing the services described herein. Late, facsimile and/or electronic proposals will **not** be accepted. All inquiries must be directed to:

**Kelly S. Dixon, CPPO CPPB – Procurement Manager**  
**Phone: (540) 775-8575 Fax: (540) 775-7692**  
**E-Mail: kdixon@co.kinggeorge.state.va.us**

**PROPOSALS MUST BE MARKED AS FOLLOWS ON THE OUTERMOST DELIVERY PACKAGING, AND DELIVERED TO:**

**King George County Procurement Manager**  
**10459 Courthouse Drive, Suite 201**  
**King George, VA 22485**  
**RFP #05232014-1400**

**Offeror's Name and Address must also be noted on the outside of the delivery container.**

King George County does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4310 or against any Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by law relating to discrimination in employment. If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact the Procurement Manager as soon as possible.

**Name and Address of Firm/Individual Submitting Proposal:**

\_\_\_\_\_ **Date:** \_\_\_\_\_

\_\_\_\_\_ **By:** \_\_\_\_\_  
Signature In Ink (Preferably Blue Ink)

\_\_\_\_\_ **Telephone/Fax:** \_\_\_\_\_  
Print/Type

**U.S. Securities and Exchange Commission Registration #** \_\_\_\_\_ **Municipal Securities Rulemaking Board Registration #** \_\_\_\_\_  
**Virginia State Corporation Commission No.** \_\_\_\_\_

**E-mail Address** \_\_\_\_\_

Questions: All questions must be submitted in writing directly to the King George County Procurement Manager at the address referenced above. Questions will be accepted until 1:00 PM, May 16, 2014. Questions may be sent by fax or email.

**DO NOT RETURN ALL PAGES OF THIS RFP PACKAGE – SEE SECTION 2**

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This Request for Proposals (RFP) plus the resulting contract shall be consistent with and governed by the King George County Purchasing Ordinance and has been prepared in accordance with the Virginia Public Procurement Act.

This section of the RFP sets forth general information to all potential Offerors to assist in the preparation of proposals for the services identified in this RFP. The proposal submission requirements are addressed in Section 2 of this RFP. King George County's process for selecting the best proposal and developing a contract are summarized in Section 3. The requirements and processes set forth therein shall be binding on all Offerors.

### **1.1 PURPOSE OF THE REQUEST:**

King George County Virginia, and King George County Service Authority Virginia, political subdivisions of the Commonwealth of Virginia and a body politic, (County/Authority), herein referred to as KGC, desire to engage the services of a qualified Municipal Advisor with a proven track record of providing successful municipal financial advisory services, to provide pertinent advice and counsel to KGC concerning developments in the financial community in general and municipal finance in particular, to enable KGC to remain in the best possible financial posture, and further detailed below under Scope of Services.

This Request for Proposal (RFP) is part of a competitive procurement process that allows KGC to obtain the best value and also provides interested Offerors a fair opportunity for their services and capabilities to be duly considered. Price is not the only factor in determining an award.

KGC intends to enter into a contract with the selected Offeror using its standard Services Agreement. A sample Services Agreement is attached to this Request for Proposals as Attachment A.

The contents of the proposal submitted by the successful Offeror, this RFP and all modifications made thereof, will become part of any contract awarded as a result of this solicitation.

For ease of reference, each organization submitting a response to the Request for Proposal will hereinafter be referred to as an "Offeror". An Offeror whose proposal would result in a formal agreement will hereinafter be referred to as a "Contractor".

## **1.2 COMPETITION INTENDED**

It is KGC's intent that this Request for Proposal (RFP) permit competition. It shall be the Offeror's responsibility to advise the King George County Procurement Manager in writing if any language, requirement, scope of work, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification shall be received by the Procurement Manager not later than 12:00 PM on May 15, 2014.

## **1.3 BACKGROUND:**

KGC operates under a Board of Supervisors/County Administrator form of government and also has elected officials known as Constitutional Officers: Treasurer, Commissioner of Revenue, Sheriff, Commonwealth's Attorney and Clerk of the Circuit Court. KGC provides general governmental services including emergency medical services and fire protection, water and sewer services, parks and recreation and libraries. Other services provided by KGC, which receive partial funding from the State, include public education in grades kindergarten through twelve and certain technical, vocational and special education, mental health assistance, agricultural services, law enforcement, judicial activities, health and social services.

KGC has a population of approximately 24,926 and will operate under a FY15 general/operating budget of \$68,202,063 and a five-year capital improvement plan of \$20,797,413 and \$4,755,558 for the enterprise operating fund for the fiscal year 2015. KGC's outstanding debt at the end of fiscal year 2013 includes \$14,322,865 in general obligation bonds, \$51,485,174 in lease revenue bonds, \$1,500,000 in State Literacy loans, and \$26,293,902 in loans for utilities.

## **1.4 CONTRACT TERM:**

The contract period shall be for twelve (12) months from the date of contract execution. Upon mutual consent KGC shall have the option to renew the contract for up to four (4) additional twelve-month periods contingent upon satisfaction with services provided, and availability of funds for the purpose.

Details for each renewal term may be negotiated. Amended fees, and program modifications shall be agreed upon in writing a minimum of sixty (60) days prior to the date set for contract renewal. A new/revise fee schedule, and/or program detail must be approved, in writing, by KGC before the new fees and contract renewal may be put into effect.

Contract will renew automatically unless a Notice of Intent to Terminate is issued by either party no less than 90 days prior to the expiration of the current term.

**1.5 PRE-PROPOSAL MEETING:**

A pre-proposal meeting **will not** be held.

**1.6 QUALIFICATION REQUIREMENTS:**

Firms submitting proposals must have been engaged in the provision of financial advisory services to municipalities for a minimum of ten (10) years.

Firms submitting proposals must be registered as Municipal Advisors with the U.S. Securities and Exchange Commission (SEC) and Municipal Securities Rulemaking Board (MSRB). Record SEC and MSRB registration numbers on Page 1 of this RFP.

All firms submitting proposals must be authorized as required by law to transact business in the Commonwealth. The Offeror's Authorization to Transact Business in the Commonwealth number (SCC #) issued by the Commonwealth of Virginia State Corporation Commission shall be noted on Page 1 of this RFP and included with the proposal submission. Proposals submitted without proof of Authorization, or without a noted exemption from the Virginia State requirement will be rejected. All Authorization to Transact Business in the Commonwealth numbers and exemptions will be confirmed by the Procurement Manager prior to proposal distribution.

**1.7 SCOPE OF SERVICES:**

Firms submitting proposals shall be registered as a Municipal Advisor with both the SEC and MSRB. Firms shall have been engaged in the provision of financial advisory services to municipalities for a minimum of ten (10) years.

The level of effort/participation will vary from task to task, it is anticipated that the range of services will include, but not necessarily be limited to, the following tasks:

- A. Assist County officials in preparing information for presentation to municipal bond rating services in order to achieve and maintain the highest bond rating realistically achievable. Support County officials in all presentations to the rating services or bond insurance agencies, as well as presentations to institutional investors, appropriate state and federal agencies, and the IRS as necessary.
- B. Review capital projects contemplated by KGC and work with the KGC Administrator, and/or Finance Director, or other KGC officials as determined by the KGC Administrator in developing options, plans and strategies for financing planned capital improvements, taking into consideration costs and effects that various alternatives have on KGC's financial standing.
- C. Develop necessary time schedules to assure that all work is initiated and completed in a timely manner including all work associated with the issuance of bonds and notes.

- 1) Advise KGC officials on bond sales climate and make recommendations with respect to whether sales of bonds should be competitive or negotiated.
  - a) Assist KGC staff in the selection of bond underwriting firms (the "Investment Banker") for the negotiated sale of bonds including the following:
    - Develop draft Request for Proposals (RFP);
    - Assist and participate in oral interview and selection process;
    - Upon selection, assist KGC staff and Bond Counsel in bringing an Investment Banker on board and up-to-date in as timely a fashion as possible, so that KGC's ongoing process of issuing bonds will experience no delay or inconvenience.
  - b) Assist in the preparation and development of all bond documents, the presentation to the rating agencies, and the preparation, review and printing of the Official Statement.
  - c) In the event of a competitive or negotiated sale of bonds, assist KGC in the sale of bonds to the Investment Banker including recommendations to KGC on timing of sales, specific bond purchase contract requirements, good faith deposit checks, bond maturities, interest rates, discount or premiums offered by the Investment Banker, and investments of bond proceeds resulting from the sale.
2. Assist the KGC Administrator or Designee including but not limited to:
  - On request, attend Board of Supervisors meetings.
  - On request, provide staff training on financial mechanisms.
3. The extent and character of the work to be done by the firm shall be subject to the general control and approval of the KGC Administrator or his authorized representative. The firm shall not comply with requests and/or orders issued by others than the Administrator or representative acting within his authority for KGC.
4. **ALL FINANCIAL ADVISORY SERVICES WILL BE PROVIDED ONLY UPON KGC'S REQUEST.**
5. KGC will only provide information (or access to the same) which is readily available, and does not propose to prepare any further special reports. KGC reserves the right to charge its normal fees for materials copied.

### 1.8 **IMPLIED REQUIREMENTS:**

Services that are not specifically addressed in this RFP, but which are necessary to provide functional capabilities proposed by the Offeror, must be included in the proposal response.

### 1.9 **COST:**

A fixed, firm price, cost proposal shall be provided with the proposal. Cost proposal shall cover all work detailed in this RFP, and be a firm fixed price for the initial contract period. Price adjustments for each renewal term shall be negotiated no less than sixty (60) days prior to the start of any renewal period.

### 1.10 **QUESTIONS:**

Questions concerning general and/or technical details of the work, or this RFP, shall be submitted in writing (email, fax, USPS, or mail delivery service) to:

Kelly S. Dixon, CPPO CPPB - Procurement Manager  
King George County  
10459 Courthouse Dr., Suite 201  
King George, VA 22485  
(540) 775-1657  
(540) 775-7692 (fax)  
Email: kdixon@co.kinggeorge.state.va.us

**Potential Offerors are required to submit any and all questions in writing directly to the King George County Procurement Manager at the address referenced above no later than 1:00 PM, May 13, 2014. Written responses, including the questions, will be provided to all Offerors via an official Addendum. Questions may be sent by fax or email.**

### 1.11 **COOPERATIVE PROCUREMENT:**

As authorized in Section 2.2-4304 of the Code of Virginia, this procurement is being conducted on behalf of, and may be used by, public bodies, agencies, institutions and localities of the several states, territories of the United States, and the District of Columbia with the consent of the contractor.

### 1.12 **DECISION NOT TO RESPOND:**

Some recipients of this RFP may elect not to respond with a proposal for a variety of reasons. KGC is very interested in learning whether issues with the solicitation process have discouraged responses, or whether there are other reasons.

Accordingly, if your firm elects not to submit a proposal, we ask that you return Page 1 of the RFP (by fax or USPS) with a statement as to why you are unable or unwilling to respond.

### **1.13 AWARD OF AGREEMENT:**

KGC, in its sole opinion, reserves the right to reject any or all proposals, to waive informalities and to negotiate an Agreement with the selected Offeror. KGC reserves the right, in its sole opinion, to reject any proposal it believes would not be in its best interest.

### **1.14 TERMINATION:**

Subject to the provisions below, the Contract may be terminated by KGC upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of KGC until said services are completed and accepted.

#### **A. Termination for Convenience:**

KGC may terminate the resulting Contract for convenience at any time in which the case the parties shall negotiate reasonable termination costs.

#### **B. Termination for Cause:**

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.

##### **1) Termination Due to Unavailability of Funds in Succeeding Fiscal Years:**

If funds are not appropriated or otherwise made available to support continuation of the performance of the Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred under the Contract.

### **1.15 CONTRACTUAL DISPUTES:**

The Contractor shall give written notice to the Procurement Manager of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The claim, with supporting documentation, shall be submitted to the Procurement Manager by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. The Contractor shall submit its invoice for final payment within thirty (30) days after completion or delivery of the vehicle. If the claim is not disposed of by agreement, the Procurement Manager shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of KGC's receipt of the claim.

The Procurement Manager's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the County Administrator, or his/her designee. The County Administrator shall render a decision within sixty (60) days of receipt of the appeal.

**1.16 SEVERABILITY:**

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Contract (Agreement) but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

**1.17 TAXES:** This is not a tax exempt project. The Contractor, and all Sub-Contractors shall comply with applicable tax laws and regulations. The price or prices bid here shall include all federal and state, direct and indirect taxes which apply.



## SECTION 2 PROPOSAL REQUIREMENTS

In order to be considered for selection, Offerors must submit a complete response to the RFP. All information requested, and the requirements of this RFP must be supplied in writing in order for KGC to consider the proposal complete. **Five (5) copies of the proposal with one marked "Original" must be submitted to the KGC Procurement Manager.** The Offeror shall make no other distribution of the proposal.

### 2.1 EFFECT OF PROPOSAL SUBMISSION:

Submission of a proposal shall constitute an agreement to include the provisions contained in this RFP and/or in the Offeror's proposal in any agreement negotiated between the parties unless an exception or clarification to any such provision is clearly indicated in the proposal labeled "Clarifications and Exceptions".

**By submitting a proposal, the Offeror agrees that it is satisfied from its own investigation of the conditions and requirements to be met, that it fully understands its obligation, and that it will not make any claim for, or have to right to, cancellation of or relief from the contract because of any misunderstanding or lack of information.**

KGC shall not be responsible for any expense incurred by the firm in preparing and submitting a proposal or expenses incurred related to subsequent inquiries or interviews for evaluation or contract negotiations. All proposals/materials submitted shall become the property of KGC.

### 2.2 DUE DATE AND COPIES RETURNED:

**Proposals will be received until 2:00 PM** local prevailing time, as per the Official Purchasing Timeclock, on **May 23, 2014**. Proposals must be received by the Finance Department/Purchasing Office prior to, or by the date/time noted above. KGC will not accept proposals after that date and time. Proposals received in the Finance Department/Purchasing Office after the date and time prescribed will not be considered for evaluation and will be returned, unopened, to the Offeror.

It shall be the Offeror's responsibility to ensure his/her proposal has been received by the Finance Department/Purchasing Office on or before the deadline published above. KGC is not responsible for delays in the Postal service or other methods of delivery.

Offerors shall submit **five (5) copies** of their proposal with one marked "Original". Each copy of the proposal shall be bound or contained in a single volume where practical.

Offerors shall deliver sealed proposals to:

King George County  
Attn: Procurement Manager  
10459 Courthouse Dr, Suite 201  
King George, VA 22485

No other proposal distributions by the Offeror shall be permitted.

#### **2.2.1 FACILITY CLOSURE:**

Due to inclement weather, or other emergency conditions, KGC may temporarily close its Administration facility. If proposals are due on a day that the KGC Administration facility is closed, proposals will be considered due at the same time on the next business day the facility is open to the public. During inclement weather, KGC facility closures are posted on the Web at <http://Fredericksburg.com>, or call (540) 775-9183.

#### **2.3 CONFLICTS OF INTEREST:**

This solicitation is subject to the provisions of Section 2.2-3100 et seq., Virginia Code, "the Virginia Conflicts of Interest Act". No member of the King George County Board of Supervisors, King George County Economic Development Authority, King George County Service Authority, or any employee of King George County, or the spouse or any other relative who resides in the same household as any of the foregoing, may be a sub-contractor in connection with any bid or proposal, or have a personal interest therein as defined by Virginia Code.

#### **2.4 COLLUSION:**

All submitted proposals shall be made without collusion or fraud. This includes a prior understanding, agreement, or connection with any corporation, partnership, firm, or person submitting a proposal for the same requirements. Collusive bidding is a violation of Federal Law and can result in fines, prison sentences, and civil damage awards.

#### **2.5 OWNERSHIP:**

KGC requires all Offerors submitting a proposal to indicate their form of organization and current principal place of business.

**2.6 CONFIDENTIALITY:**

Proprietary information that is submitted must be clearly identified as such at the time of submission (The Virginia Freedom of Information Act –FOIA- § 2.2-3700 et. seq. of the Code of Virginia.) Offerors must invoke this protection by written request, and identify the specific area or scope of data or other materials to be protected and state the reasons why protection is needed. Proprietary information, if any, shall be clearly identified as such within the submittal and should be easily segregated from other portions of the proposal; pricing and other material portions of the proposal will not be considered proprietary. The entire proposal cannot be protected, only that information that is considered proprietary or trade secrets.

**2.7 STATEMENT OF QUALIFICATIONS SUBMITTAL CONTENTS:**

Offerors shall submit five (5) copies of their Proposal (Statements of Interest and Qualifications, and price proposal) with one marked "Original". Proposals should be as thorough and detailed as possible so that KGC may properly evaluate the Offeror's capabilities to provide the required services. Proposals shall be submitted on 8-1/2" x 11" paper, and prepared simply and concisely. Elaborate artwork, expensive paper, bindings, visual, and other presentation aids are not required. Each Offeror's proposal **shall be** organized in the sequence outlined in Section 2.8 of this RFP.

All proposals shall be signed by an officer or employee authorized to bind the firm contractually.

Page 1 of this RFP must be completed and submitted with your proposal.

**2.8 PROPOSAL FORMAT INSTRUCTIONS:**

KGC is not responsible for failure to locate, consider and evaluate qualification factors presented outside of the format identified below. Proposals that do not meet the KGC proposal submittal guidelines listed below may be excluded from the evaluation process.

KGC will utilize the evaluation process and selection criteria described in Section 3 of this RFP. In order to provide each Offeror an equal opportunity for consideration, adherence to a standardized proposal format is required. The format of each proposal must contain the following elements organized into separate chapters and sections:

**A. Cover Letter**

The cover letter, not to exceed three (3) pages in length, shall confirm the Offeror's understanding of this RFP and general scope of services. The Cover Letter should summarize key elements of the proposal. Provide an overview of the firm's experience as Financial Advisor for clients of similar complexity.

Provide a brief narrative of reason(s) your firm is especially qualified to serve as KGC's Financial Advisor.

Provide an overview description of the Offeror's company, the organizational structure, plus the Offeror's commitment to the services set forth in this RFP and/or government clients in general.

An individual authorized to bind the firm contractually must sign the letter. It is preferred that the signature, on the proposal marked "original" be in blue ink.

The letter must stipulate that the Proposal will be valid for a period of at least ninety (90) days.

Indicate the address and telephone number of the firm's office located closest to KGC, and the office from which the account will be managed.

**B. Page 1 of this RFP**

Page 1 of this RFP must be completed and included with the proposal.

By executing the Cover Sheet (Page 1 of this RFP), Offeror acknowledges that they have read this Request for Proposal, understand it, and agree to be bound by its terms and conditions. Any exceptions to the terms and conditions of this solicitation shall be clearly identified in the proposal submission.

**C. Project Team Qualifications and Experience**

This section must include the qualifications of the staff the Offeror will assign to this project once selected. At a minimum, the proposal should:

- Designate the direct Broker Point of Contact and indicate office location.
- Include the organization, functional discipline, and responsibilities of project team members.
- Provide a complete resume or description of each team member's education, professional experience, length of time employed by the Offeror and office location.

The personnel named in the proposal shall remain assigned to the project throughout the period of the contract. No personnel substitution, diversion, or replacement may be made without written approval from

KGC. Contractor shall submit a resume of the proposed replacement with the request and justification of personnel replacement/substitution.

By submission of a proposal, Offeror certifies that none of the work herein shall be subcontracted.

**D. Organizational Chart**

**E. Firm Experience and Capabilities**

This section should describe the firm's experience in providing the services described in this RFP.

The Offeror shall:

- Summarize the organization structure and size of the company plus its date of organization and current principal place of business.
- Outline and briefly discuss the Scope of Services provided and the approximate percentage of the total business devoted to the type of services requested in this RFP.
- Provide a list of projects that comprise the type of projects anticipated by the Scope of Services.
- Describe any local office(s) that will service KGC including size, area covered, and principal contact person.
- Describe the Offeror's local office experience with similar projects, list sample projects and supply information that supports the scope of services requested in this RFP.
- Describe the analytical resources available to the firm. Include a description of the firm's commercially available software programs and its own internal programs.
- Demonstrate expertise working with other municipalities, particularly those within Virginia.

KGC reserves the right to make such additional investigations as it may deem necessary to establish competency and financial stability of any Offeror. If, after the investigation, the evidence of competency and financial stability is not satisfactory, in its sole opinion, KGC reserves the right to reject the proposal.

**F. Project Organization, Staffing, and Approach**

Describe the approach and methods for managing the operation as well as the completion of the work.

**G. Representative Projects**

List or describe representative clients currently served focusing on clients similar in size, scope and complexity to KGC.

The Offeror must provide a complete list of their most recent financial advisory relationships (since 1/1/2004) within the Commonwealth of Virginia. The list must include names, addresses, and telephone numbers of contact persons as well as a brief description of work performed including the dollar amount of bond issues or other financings.

**H. Schedule**

Provide a proposed schedule for keeping KGC informed of progress made in projects assigned.

**I. Fee Schedule**

KGC seeks a Financial Advisor whose compensation will allow the selected party to pay complete attention to its financing program. It is anticipated that a fee will be negotiated for each project task.

Fee proposal should illustrate fee structures for private placements (bank loans), for public offerings, and for other financial advisory services such as derivative trades.

Provide an hourly rate schedule for key personnel and per diem rate structure for travel

Please note any conditions which would increase or decrease these estimates.

If a retainer is required to maintain a contractual relationship, please indicate same

**J. References**

Provide the current name, address, and telephone number of at least five references (preferably with a minimum of 1 local government reference) the firm has served either currently or in the past five (5) years; preferably those where one or more of the project team members provided the same or similar services as requested herein.

Each reference should indicate the Scope of Services provided to each referenced client.

include a listing of past and current governmental clients in Virginia

References for the firm and the individuals assigned to work with King George

L. **W-9 Form:**

Each Offeror shall submit a completed W-9 form with their proposal in the event of contract award. This information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.



### SECTION 3 SELECTION OF CONTRACTOR

This section of the RFP outlines KGC's process for selecting the best proposal plus the major elements of the subsequent contract resulting from this selection.

#### **3.1 APPROVING AUTHORITY:**

The approving authority for this RFP is King George County, Virginia.

#### **3.2 SELECTION COMMITTEE:**

KGC will appoint a Selection Committee to review and evaluate all proposals received. In turn, the Selection Committee will make its recommendation for selection of an Offeror to the King George County Board of Supervisors.

#### **3.3 INTERVIEW:**

Based on the results of proposal evaluation by the Selection Committee, the highest rated Offerors may be invited by the KGC Procurement Manager to make oral presentations to the Selection Committee. Such presentations may include, but are not necessarily limited to, explanations of the proposed approach, work plan, and qualifications of the Offeror. There is no specified number of Offerors that may be selected for interview.

Interviews will be conducted in a location selected by KGC as provided by law.

Presentations by the selected Offerors during the interviews shall not exceed thirty (30) minutes in length, followed by a question/answer period not to exceed thirty (30) minutes in length. The selected Offerors may use any presentation method deemed by the Offeror to be most effective.

#### **3.4 BASIS FOR AWARD:**

The Selection Committee will base its award recommendation on the "Evaluation Criteria" set forth in this RFP.

The Award will be made to the responsible Offeror whose proposal, interview and resulting contract conforms to this solicitation and is most advantageous to KGC, price and other factors considered. If KGC is unable to come to agreement with the highest ranked Offeror during negotiations, the negotiations will be terminated and the Offeror ranked second shall be selected for negotiations. This process will be followed until a contract satisfactory to KGC can be made.

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

### 3.5 **EVALUATION CRITERIA:**

The Selection Committee will base its initial and final evaluation on the following criteria:

<b><u>Maximum Points</u></b>	<b><u>Evaluation Criteria</u></b>
15	<u>Understanding of Requirements, Project Approach</u> firm's approach to providing financial advisor services
15	<u>Project Team Qualifications and Experience</u>
15	<u>Recent Experience</u> – Demonstrated experience (by means of references and other investigations performed by KGC) in handling accounts and performing services similar to those outlined in the RFP and, if applicable, acceptability of prior work performed for KGC
15	<u>Quality of Work</u> – Demonstration of the firm's commitment to high quality work and demonstrated firm practices that assure high quality work is delivered to the client
10	<u>Financial Responsibility</u> -- demonstrated financial stability, including how long the firm has been in business and the number and locations of branches.
10	<u>Fee Structure</u>
5	<u>Avoidance of Conflicts of Interest</u> – personnel and organizational conflicts of interest are prohibited under state and local law. Offerors shall provide a list of owners, partners or shareholders holding more than 10 percent of the total shares of stock in their firm. Subsidiaries shall provide similar information regarding the parent company. Also list any projects which have the potential to cause a conflict of interest and they affect the municipality.
5	<u>Responsiveness</u> – Clarity of the proposal and responsiveness to all required information.

5	<u>Pertinent References</u>
<u>5</u>	<u>Proposed Project Schedule</u>
100	
<u>10</u>	<u>Interview (if required/conducted)</u>
<b>110</b>	<b>Total Possible Evaluation Points</b>

Proposals should be submitted initially on the most complete and favorable terms from a technical standpoint. Should proposals require additional clarification and/or supplementary information, firms should be prepared to submit additional clarification and/or supplementary information, in a timely manner, when so requested. KGC reserves the right to request submission of additional information from selected firms after initial review of their proposals.

The KGC Procurement Manager may arrange for discussion with Offerors submitting proposals, if required, for the purpose of obtaining additional information or clarification.

The Selection Committee may make such reasonable investigations as it deems proper and necessary to determine the ability of the Offeror to perform the work. The Selection Committee and/or its representative(s) reserve the right to inspect the Offeror's physical premise prior to making a final selection.

After review and evaluation, and based on its sole discretion, KGC reserves the right to reject any or all proposals received in response to this request and will not compensate Offerors for the cost of proposal preparation whether or not an award is consummated.

### **3.6 OWNERSHIP OF DOCUMENTS:**

The Offeror shall provide KGC with documents bound and suitable for distribution. In addition, all electronic copies of documents shall be provided in a format compatible with KGC's word processing and AutoCAD hardware and software.

All documents, including computer disks, submitted in response to this solicitation shall become the property of KGC. All documents, including computer disks, prepared in conjunction with, and relating to, the work detailed in this solicitation and resulting contract shall become the property of KGC upon final payment of all fees to the Contractor as forth for in the contract.

**3.7 CONTRACT DEVELOPMENT:**

Once an Offeror is tentatively selected based on the "Evaluation Criteria" detailed in this solicitation, KGC reserves the right to conduct further discussions/negotiations with the selected Offeror. As a result of this discussion and negotiation, KGC may propose, in writing, a contract that amends the scope of the RFP or the Offeror's proposal prior to signing the contract. At the same time, this RFP and the Offeror's proposal may be incorporated by reference directly into the final contract.

The contract, this RFP, any addenda, and the Offeror's proposal submission in response thereto shall constitute the whole agreement between the parties.

If a satisfactory proposed contract cannot be negotiated with the highest ranked Offeror, negotiations will be terminated. Negotiations shall then be undertaken with the Offeror rated second most qualified and so on until an agreement is reached with an Offeror.

**3.8 STANDARD CONTRACT FOR SERVICES:**

Absent legal requirements, the award will be governed by the "Standard Services Agreement" for this work. A sample Agreement is attached to this RFP as Attachment B.

Specific obligations of each party will be identified in the executed contract

**3.9 NOTICE TO PROCEED/PURCHASE ORDER:**

A Notice to Proceed will be enclosed with the resulting contract.

A purchase order may or may not be enclosed with the resulting contract or may or may not be issued shortly thereafter. If issued the purchase order will form an integral part of the resulting contract. The purchase order indicates that sufficient funds are obligated and assures distribution of the necessary receiving reports and/or invoice payment approvals.

However, the purchase order does not supersede any provisions of the resulting contract. Performance time and dates are determined solely by the Contract and any modification thereto.

**3.10 ACCEPTANCE, INVOICING, AND PAYMENT:**

Tasks and all reports shall be conducted and completed in accordance with recognized and customarily accepted industry practices, and shall be considered complete when the product or service is approved as acceptable by KGC.

The Contractor shall submit invoices detailing the services performed and completed to KGC. The invoice submittal shall provide sufficient information to justify the invoiced amount. Invoices that, in KGC's sole opinion, do not clearly detail services provided and completed shall be returned to the Contractor.

The Contractor's invoice shall cite the appropriate KGC purchase order and contract numbers.

KGC will make payment to the Contractor, net forty-five (45) days or in accordance with discount terms, if offered, after receipt of an acceptable invoice and satisfactory completion of the requested services as verified by KGC.

### **3.11 INSURANCE:**

The successful Offeror shall comply with the insurance requirements set forth in the following numbered paragraphs and those required under the Commonwealth of Virginia statutory requirements. The Offeror's proposal shall clearly describe any desired exceptions to the insurance coverage required.

- A. The Contractor shall be responsible for its work and every part thereof, and for all materials, equipment, and property of any and all description used in connection therewith. The Contractor assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission, or operation under the contract, or in connection in any way whatsoever with contracted work.
- B. The Contractor shall provide certified copies of all insurance coverage on behalf of the Contract five (5) days prior to work beginning. These certified copies will be sent to the KGC Procurement Manager from the Contractor's insurance agent or representative. Certificates of Insurance submitted to KGC shall have the corresponding Contract/Agreement number noted on them.
- C. The Contractor shall, during the continuance of all work under the contract, provide and agree to maintain the following:
  - 1) Worker's Compensation and Employees insurance under the Commonwealth of Virginia statutory requirements, to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force with the Commonwealth of Virginia, or which may be hereinafter enacted.
  - 2) General Liability insurance sufficient to protect the Contractor, its subcontractors, and the interest of KGC, against any or all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in

connection with the contracted work. The General Liability insurance shall also include the Broad Form General Liability endorsement, in addition to coverage's for explosion, collapse, and underground hazards, where required. Completed Operations Liability coverage shall continue in force for one year after completion of work. Professional liability insurance in the amount of \$1,000,000.00 is also required.

- 3) Automobile liability insurance, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor and/or his/her subcontractors in the performance of the work. In addition, all mobile equipment used by the Contractor in connection with the contracted work, will be insured under either a standard Automobile Liability Policy, or a Commercial General Liability policy.
- 4) Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

The Contractor will provide an original, signed Certificate of Insurance, evidencing such insurance and such endorsements as prescribed herein, and shall have it filed with the County Procurement Manager before a contract is executed and any work is started.

- D. The Contractor will secure and maintain all insurance policies of its subcontractors. Those policies shall be made available to KGC on request.
- E. No change, cancellation, or non-renewal shall be made to any insurance coverage without a thirty (30) day written notice to KGC Procurement Manager. The Contractor shall furnish the KGC Procurement Manager a new prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished to KGC Procurement Manager.
- F. Insurance coverage required in these specifications shall be in force throughout the contract term. Should the Contractor fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the contract term, KGC shall have the absolute right to terminate the contract without any further obligation to the Contractor, and the Contractor shall be liable to KGC for the entire additional cost of procuring the incomplete portion of the Contract at time of termination.
- G. Compliance by the Contractor and all subcontractors with the foregoing requirements shall not relieve the Contractor and all subcontractors of their liabilities and obligations under this heading or under any other section or provisions of this contract.

- H. Contractual and other liability insurance provided under the Contract shall not contain a supervision, inspection, or services exclusion that would preclude KGC from supervising and/or inspecting the work as the end result. The Contractor shall assume all on-the-job responsibilities for the control of persons directly employed by it, the subcontractors, any person employed by the subcontractor.
- I. Nothing contained herein shall be construed as creating any contractual relationship between any subcontractor and KGC. The Contractor shall be as fully responsible to KGC for the acts and omissions of the subcontractors and of persons employed by them as it is for the acts and omissions of persons directly employed by it.
- J. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- K. The Contractor, and all subcontractors, are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to the Contract.
- L. King George County shall be named additional insured in the General Liability policies and stated so on the Certificate of Insurance.

**3.12 NONDISCRIMINATION (CONTRACTOR):**

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant or employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- D. The Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's

workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-contractor or vendor.

- E. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.
- F. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-contractor or vendor.

**3.13 CERTIFICATION OF AUTHORITY TO TRANSACT BUSINESS IN THE COMMONWEALTH**

A Contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

If your authority to transact business is revoked or cancelled at any time during the term of this contract the County may void any and all agreements and/or contracts at any time without notice, set-off or recourse.

I certify that \_\_\_\_\_ is authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Virginia Code:

Yes/No \_\_\_\_\_

CONTRACTOR'S identification number issued by the SCC: \_\_\_\_\_

If you assert that your entity is not required to have such state authorization, state your exception/exemption: \_\_\_\_\_

**EXHIBIT 4**  
**DAVENPORT PROPOSAL TO PROVIDE FINANCIAL ADVISORY SERVICES**  
**DATED MAY 23, 2014**  
**(Attach Following This Page)**

# DAVENPORT & COMPANY

SINCE 1863

MEMBER: NYSE • FINRA • SIPC

## Financial Advisory Agreement

By and between

Henry County, Virginia and

Davenport & Company LLC

This Financial Advisory Agreement (the “Agreement”) is entered into as of April 2, 2015 between Henry County, VA (the “County”) and Davenport & Company LLC (“Davenport”). Pursuant to Section 2.2-4304 of the Code of Virginia, the Agreement is accepted at prices and terms stated in King George County’s Cooperative Contract dated August 4, 2014, a copy of which is attached hereto and incorporated by reference herein.

Henry County, VA

Davenport & Company LLC

\_\_\_\_\_  
By

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title



Henry County  
Board of Supervisors

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**Meeting Date** April 28, 2015

**Item Number** 11D

**Issue**

Award of Contract re: Engineering Services – Patriot Centre Industrial Park National Guard Project

**Background**

Tim Pace, Director of Engineering and Mapping, is asking the Board to award a contract in the amount of \$23,590 to Wiley-Wilson, Inc. for geotechnical services, construction administration, and creation of record drawings as it relates to the National Guard grading project at the Patriot Centre Industrial Park. This is a continuation of the project started in June 2014. Funding for this expenditure is included in the current budget.

**Attachments**

None

**Staff Recommendation**

Staff recommends award of contract in the amount of \$23,590 to Wiley-Wilson.



Henry County  
Board of Supervisors

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**Meeting Date** April 28, 2015

**Item Number** 11E

**Issue**

Award of Contract re: Generators – Public Service Authority

**Background**

Staff is asking the Board to award a contract in the amount of \$269,730 to Light Electric, Inc. of Bassett, Virginia for the purchase and installation of generators and transfer switches at three Public Service Authority (PSA) booster pump stations. Funding for this project was provided by a Virginia Department of Emergency Management, Hazard Mitigation Grant Program and the Public Service Authority. This will help ensure a reliable water supply even during electrical outages. Light Electric, Inc. was the low bidder of six vendors.

**Attachments**

Memorandum from Michael Ward

**Staff Recommendation**

Staff recommends awarding the contract to Light Electric, Inc. in an amount of \$269,730.



## MEMORANDUM

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TO: Tim Hall & Dale Wagoner

FROM: Mike Ward

DATE: October 11, 2013

RE: Request to Award Generators Bid – Light Electric Co., Inc.

cc:

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Mr. Hall and Mr. Wagoner,

The Henry County PSA applied for and the County of Henry was awarded a FEMA Grant in the amount of \$366,246. Of this total grant amount, \$289,524 was budgeted towards the supply and installation of 3 stand-by power generators for the Coffman, Carver #1 and the Carver #2 water booster pumping stations.

The apparent low bidder to supply and install the 3 generators was Light Electric Co. with a bid of \$269,730. Attached, please find the supporting documentation.

At this time, I would request that the County Board of Supervisors consider approving the award of this bid to Light Electric Co., Inc.



# Henry County Board of Supervisors

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**Meeting Date** April 28, 2015

**Item Number** 11F

**Issue**

Additional Appropriation re: Body Cameras – Sheriff’s Office

**Background**

Staff has been working with Sheriff Perry on the possibility of purchasing body cameras for the Sheriff’s Office. While body cameras are particularly newsworthy these days, please know that staff and the Sheriff’s Office began this venture several months prior to the most recent issues in other localities. Sheriff Perry, his staff, and I.S. Director Christian Youngblood and his staff, have worked diligently to find the proper equipment and the proper data storage capabilities for a reasonable price.

The Sheriff’s Office issued a Request for Proposals. Four vendors submitted RFPs and three of the vendors participated in the field testing of the equipment by the Sheriff’s Office. Two vendors, Digital Ally and Taser, were selected to interview. Equipment costs were very close, but the Taser proposal included cloud storage of the data costing \$14,000 to \$20,000 per year, plus a minimum of \$14,000 per year thereafter, compared to the internal development by the County’s I.S. Department of two 10 terabyte rack servers to store data for \$14,000 with no annual costs for the Digital Ally system.

The Henry County Sheriff’s Office requests that the Board of Supervisors awards a contract to Digital Ally, Inc. of Lenexa, KS in the amount of \$67,475. Included in the project are 58 body cameras, 3 docking/download stations, 4 desktop computers, software, and 2 server systems to hold the data recorded.

Since there is no dedicated funding in the current budget for this project, staff requests that the Board tap its contingency for this purchase. The Board's contingency currently sits at \$69,500,

**Attachments**

1. Memo from Sheriff Perry
2. Information Sheet
3. Additional Appropriation Sheet

**Staff Recommendation**

Staff recommends that the Board awards a contract to Digital Ally, Inc. of Lenexa, KS in the amount of \$67,475 for the body camera project, with funding coming from the Board's Contingency Fund.



# HENRY COUNTY SHERIFF'S OFFICE

3250 KINGS MOUNTAIN ROAD MARTINSVILLE, VA 24112

(276) 656-4200  
RECORDS FAX (276) 638-2124  
INVESTIGATION FAX (276) 656-4260

L. A. PERRY, SHERIFF

To: H.G. Vaughn– Chairman  
Jim L. Adams – Vice Chairman  
Joe Bryant  
Debra P. Buchanan  
Milton Kendall  
Tommy Slaughter

From: L.A. Perry  
Sheriff

Date: April 15, 2015

Ref: Award of Contract

The use of officer-worn body cameras has captured tremendous news coverage in the past year. The Sheriff's Office has been researching the use of body cameras and trying to secure funding for the project before the media attention. The body camera project will provide video documentation of deputies actions exercised at incidents. This will provide evidence and facts of what occurred rapidly after an incident which can be used for court and citizen complaints. This data can save many hours of staff time used in administrative investigations and should document the entire incident.

The Sheriff's Office conducted a Request for Proposal process. Four vendors submitted RFPs and three of the vendors participated with the evaluation by our patrol division's testing of equipment. Two vendors, Digital Ally and Taser, were selected to interview to negotiate pricing. Equipment costs were very close; our recommendation came down to Taser using a cloud storage of the data costing \$14,000 to \$20,000 per year, plus a minimum of \$14,000 per year thereafter, compared to the internal development by the County's I.S. Department of two 10 terabyte rack servers to store data for \$14,000 with no annual costs for the Digital Ally system.

The Henry County Sheriff's Office is recommending that the Board of Supervisors award a contract for the body camera project to Digital Ally, Inc. in Lenexa, Kansas in the amount of \$67,475. Included in the project are 58 body cameras, 3 docking/download stations, 4 desktop computers, software, and 2 server systems to hold the data recorded. Funding for the project is outlined in the additional appropriation document.

Thank you for your consideration of this valuable equipment request. Should you have any questions, please feel free to contact me.

## Henry County Sheriff's Office Body Camera Project

The RFP review committee has unanimously selected to recommend the body camera system from Digital Ally using an owned data storage system. This concept will reduce annual fees associated with data storage. Listed below is the breakdown of what will be needed by cost center.

### Law Enforcement

#### Patrol

38 – Camera units @ \$660.43 each	\$25,096.34
6 – Spare camera heads @ \$149 each	\$894.00
3 – Desk top computer @ \$1,320 each	\$3,960.00
2 – Docking Stations @ \$2,995.00 each	\$5,990.00

#### Investigations

5 – Camera units @ \$660.43 each	\$3,302.15
1 - Spare camera heads @ \$149 each	\$149.00

#### School Resource Officers & Crime Prevention

5 – Camera units @ \$660.43 each	\$3,302.15
1 - Spare camera heads @ \$149 each	\$149.00

### Animal Control

2 – Camera units @ \$660.43 each	\$1,320.86
1 - Spare camera heads @ \$149 each	\$149.00

### Corrections

8 – Camera units @ \$660.43 each	\$5,283.44
1 – Spare camera heads @ \$149 each	\$149.00
1 – Desk top computer @ \$1,320 each	\$1,320.00
1– Docking Stations @ \$2,995.00 each	\$2,995.00

### System wide costs

2- System server racks @ \$5,800 each	\$11,600.00
1 – VuVault server software	\$1,095.00
1 – Shipping	\$720.00

**Total** **\$67,474.94**

**ADDITIONAL OR TRANSFER APPROPRIATIONS**

FUND NAME General Fund  
 DEPARTMENT Contingency Reserve  
Law Enforcement/Corrections/Animal Control  
 YEAR ENDING June 30, 2015

ACCOUNT NUMBER	AMOUNT
ORG      OBJECT	(WHOLE DOLLARS)
ACCOUNT NAME	

ADDITIONAL APPROPRIATION SECTION			
31331200	580210	Police Equipment	\$ 42,843
31335100	580210	Police Equipment	1,470
31333100	580210	Police Equipment	9,747
31331200	580210	Police Equipment	13,415
<b>Total Additional Appropriation</b>			<b>\$ 67,475</b>

REVENUE SOURCE OR ACCOUNT TRANSFERRED SECTION			
31391610	599010	Contingency Reserve	\$ 67,475
<b>Total Revenue Source or Account Transferred</b>			<b>\$ 67,475</b>

<b>Difference (Should be Zero)</b>	<b>\$ 0</b>
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**REASON FOR APPROPRIATION:**

To transfer funds from the Board's Contingency Reserve to cover the cost of purchasing a Body Camera System for the Sheriff's office.

**APPROVED BY:**

DEPARTMENT HEAD \_\_\_\_\_ DATE \_\_\_\_\_

CO ADMINISTRATOR \_\_\_\_\_ DATE \_\_\_\_\_

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

April 28, 2015



Henry County  
Board of Supervisors

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**Meeting Date** April 28, 2015

**Item Number** 11G

**Issue**

Additional Appropriation re: State Refund – Registrar’s Office

**Background**

General Registrar Elizabeth Stone is asking the Board to approve an additional appropriation of \$878 received from the Commonwealth of Virginia for reimbursement of expenses related to purchasing voter identification equipment. The funds will be used for other election related expenses.

**Attachments**

Additional Appropriation Sheet

**Staff Recommendation**

Staff recommends approval of the additional appropriation as outlined above.

**ADDITIONAL OR TRANSFER APPROPRIATIONS**

FUND NAME General Fund  
 DEPARTMENT Registrar  
 YEAR ENDING June 30, 2015

<u>COMPLETE ACCOUNT NUMBER</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT (WHOLE DOLLARS)</u>
<b>ADDITIONAL APPROPRIATION SECTION</b>		
31313200 580070	ADP Equipment	\$ 878
	<b>Total Additional Appropriation</b>	\$ <b>878</b>

<u>COMPLETE ACCOUNT NUMBER</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT (WHOLE DOLLARS)</u>
<b>REVENUE SOURCE OR ACCOUNT TRANSFERRED SECTION</b>		
31302400 424999	Other State Grants/ Awards	\$ 878
	<b>Total Revenue Source or Account Transferred</b>	\$ <b>878</b>

<b>Difference (Should be Zero)</b>	\$ <b>0</b>
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**REASON FOR APPROPRIATION:**

To appropriate Grant funds from the Virginia Department of Elections for Photo ID Equipment.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**APPROVED BY:**

\_\_\_\_\_  
 DEPARTMENT HEAD      DATE  
 \_\_\_\_\_  
 CO ADMINISTRATOR      DATE

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

April 28, 2015



# Henry County Board of Supervisors

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**Meeting Date** April 28, 2015

**Item Number** 11H

## **Issue**

Consideration of Changes to the Henry County Purchasing Procedures

## **Background**

Purchasing Director Carole Jones is requesting the Board to consider several changes to the County's purchasing procedures. In her attached memo, Ms. Jones points out that the current purchasing procedures and dollar amount thresholds have been in place since 1999 and no longer come close to matching procedures in place in the state's Virginia Public Procurement Act. Ms. Jones is requesting the Board to change thresholds for several different items, including field procurements, purchase orders, verbal and written quotes, bids and Requests for Proposals (RFP), and contract approval thresholds.

The Henry County Code defines many of these items, so any changes would require a public hearing.

## **Attachments**

1. Memo from Ms. Jones
2. County Code Regarding Purchasing Procedures

## **Staff Recommendation**

Staff concurs with Ms. Jones' recommendations because these changes would bring our procedures closer to those of the Commonwealth and our surrounding localities, and would streamline our procedures. Staff recommends that the Board set a public hearing for May 26, 2015 at 6 p.m. on this item.

# County of Henry

P.O. BOX 7  
COLLINSVILLE, VIRGINIA 24078-0007  
<http://www.henrycountyva.gov>

TELEPHONE (276) 634-4670  
FAX (276) 634-4535



MEMBER OF  
VAGP  
NIGP

PURCHASING DEPARTMENT

To: Tim Hall, County Administrator

From: Carole Jones, Chief Purchasing Agent

Date: February 23, 2015

Re: Raising Dollar Amount Thresholds on Various Purchasing Procedures

The current Purchasing procedures and dollar amount thresholds for Henry County have been in place since 1999. Due to changes in requirements of the state Virginia Public Procurement Act (VPPA) and the inflation of a dollar, I feel that our thresholds need to be updated accordingly.

I have enclosed an overview sheet of current and proposed dollar amount thresholds for various types of Purchasing procedures. I would like to recommend that these changes be implemented in the upcoming budget year 2016. These threshold adjustments would allow County personnel to operate in a more cost effective way. This would permit us to purchase small dollar products and services in a more timely manner.

Also, I researched nearby localities and their dollar amount thresholds and Purchasing procedures. Enclosed is an overview sheet showing the information gathered. After reviewing other localities, I feel that the thresholds I am proposing are reasonable.

I hope that you will take my request into consideration and if you have any questions feel free to contact me.

cc: Dale Wagoner  
Darrell Jones  
Richard Stanfield

**OVERVIEW OF DOLLAR AMOUNT THRESHOLDS CURRENT & PROPOSED FOR HENRY CO. (AS OF 2-23-15)**

<u>TYPES OF PURCHASES</u>	<u>CURRENT</u>	<u>PROPOSED</u>
1.) FIELD PROCUREMENTS-	FROM \$0 - \$500	FROM \$0 - \$1,000
2.) PURCHASE ORDERS-	EXCEEDING \$500	EXCEEDING \$1,000
3.) QUOTES- VERBAL	\$3,000 - \$5,000 (3 VERBAL QUOTES)	\$3,000 - \$10,000 (3 VERBAL QUOTES)
QUOTES- WRITTEN	EXCEEDING \$5,000 & UP TO- \$10,000 (3 WRITTEN QUOTES)	EXCEEDING \$10,000 & UP TO \$20,000 (3 WRITTEN QUOTES)
4.) BIDS/RFP'S-	EXCEEDING \$10,000	EXCEEDING \$20,000
5.) CO ADMINISTRATOR CONTRACT APPROVAL-	UP TO \$15,000	UP TO \$20,000
6.) BOARD CONTRACT APPROVAL-	EXCEEDING \$15,000	EXCEEDING \$20,000

**OVERVIEW OF PURCHASING PROCEDURES FOR LOCALITIES NEARBY & HENRY CO. (AS OF 2-5-2015)**

<b>CAMPBELL CO.</b>	<b>FRANKLIN CO.</b>	<b>MARTINSVILLE CITY</b>	<b>PITTSYLVANIA CO.</b>	<b>HENRY CO.</b>
PURCHASE WITHOUT PO UP TO \$1,000	PURCHASE WITHOUT PO UP TO \$1,000	PURCHASE WITHOUT PO UP TO \$1,000	ALL PURCHASES ON PO OR CREDIT CARD-ANY AMOUNT	PURCHASE WITHOUT PO UP TO \$500.00
PURCHASE WITH PO OVER \$1,000	PURCHASE WITH PO OVER \$1,000	PURCHASE WITH PO OVER \$1,000	ALL PURCHASES ON PO OR CREDIT CARD-ANY AMOUNT	PURCHASE WITH PO OVER \$500
\$3,001 - \$20,000 (3) VERBAL QUOTES GOODS & ALL SERVICES	\$1,001 - \$5,000 (3) VERBAL QUOTES GOODS & ALL SERVICES	\$500 - \$1,000 (2) VERBAL QUOTES GOODS & NON-PROFESSIONAL SERV	\$1,000 - \$10,000 (3) VERBAL QUOTES GOODS & ALL SERVICES	\$3,000 - \$5,000 (3) VERBAL QUOTES GOODS & ALL SERVICES
\$20,001 - \$50,000 (3) WRITTEN QUOTES GOODS & ALL SERVICES	\$5,0001 - \$30,000 (3) WRITTEN QUOTES GOODS & ALL SERVICES	\$1,001 - \$10,000 (2) WRITTEN QUOTES GOODS & NON-PROFESSIONAL SERV	\$10,001 - 100,000 (3) WRITTEN QUOTES GOODS & NON-PROFESSIONAL SERVICES	\$5,001 - \$10,000 (3) WRITTEN QUOTES GOODS & ALL SERVICES
OVER \$50,000 REQUIRES BID/RFP GOODS & ALL SERVICES	OVER \$30,000 REQUIRES BID/RFP GOODS & ALL SERVICES	OVER \$10,000 REQUIRES BID/RFP GOODS & NON-PROFESSIONAL SERV  \$1 - \$20,000 (1 - 2) WRITTEN QUOTES IF POSSIBLE PROFESSIONAL SERVICES  OVER \$20,000 REQUIRES RFP PROFESSIONAL SERVICES	OVER \$100,000 REQUIRES BID/RFP GOODS & NON-PROFESSIONAL SERVICES  \$10,001 - \$60,000 (3) WRITTEN QUOTES PROFESSIONAL SERVICES  OVER \$60,000 REQUIRES RFP PROFESSIONAL SERVICES	OVER \$10,000 REQUIRES BID/RFP GOODS & ALL SERVICES
CO. ADMINISTRATOR APPROVES UP TO \$20,000	CO. ADMINISTRATOR APPROVES UP TO \$30,000	CITY MANAGER APPROVES ALL CONTRACTS	CO. ADMINISTRATOR APPROVES UP TO \$100,000	CO. ADMINISTRATOR APPROVES UP TO \$15,000
BOARD APPROVES OVER 20,000	BOARD APPROVES OVER 30,000	NO BOARD APPROVAL REQUIRED ONCE FYR BUDGET IS APPROVED	BOARD APPROVES OVER 100,000  *THEY ARE FOLLOWING STATE PROCUREMENT ACT THRESHOLDS ON BIDS & RFP'S AND GETTING QUOTES ON SMALL \$ AMOUNTS	BOARD APPROVES OVER 15,000

ARTICLE V. - CENTRAL PURCHASING

DIVISION 1. - GENERALLY

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

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

(Ord. of 11-25-96)

**State law reference**— Code of Virginia, § 15.1-103.

Sec. 2-501. - Duties.

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

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

(Ord. of 11-25-96)

**State law reference**— Code of Virginia, § 15.1-105.

Sec. 2-502. - Rules and regulations.

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

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

**State law reference**— Code of Virginia, § 15.1-107.

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

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

**State law reference**— Code of Virginia, § 15.1-108.

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

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

**State law reference**— Code of Virginia, § 15.1-109.

Sec. 2-505. - Definitions.

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

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

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

5. Award to the lowest responsive and responsible bidder. When the terms and conditions of multiple bids are so provided in the invitation for bid, awards may be made to more than one bidder. Awards shall be made by the County Administrator except in the case of contracts in excess of fifteen thousand dollars (\$15,000.00) which shall be awarded by the Board. The County Administrator may refer any contract to the Board for award. Informalities in bids may be waived and all bids or proposals may be cancelled or rejected.
  6. Competitive sealed bidding shall not be required for procurement of professional services.
- B. *Competitive negotiation* is a method of contractor selection which includes the following elements:
1. Issuance of a written request for proposal indicating in general terms that which is sought to be procured, specifying the factors which will be used in evaluating the proposal and containing or incorporating by reference the other applicable contractual terms and conditions, including any unique capabilities or qualifications which will be required of the contractor.
  2. Public notice of the request for proposal at least ten (10) days prior to the date set for receipt of proposals by posting in a public area normally used for posting of public notices and by publication in a newspaper of general circulation in the County. In addition, proposals may be solicited directly from potential contractors.
  3. Procurement of services.
    - (a) Professional services. The County shall engage in individual discussions with two (2) or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. Such offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. The request for proposal shall not, however, request that offerors furnish estimates of man-hours or cost for services. At the discussion stage, the County may discuss nonbinding estimates of total project cost, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors. At the conclusion of discussions outlined above, on the basis of evaluation factors published in the request for proposal and all information developed in the selection process to this point, the County shall select, in the order of preference, two (2) or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the County can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified and more suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.
    - (b) Other than professional services. Selection shall be made of two (2) or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the request for proposal, including price if so stated in the request for proposal. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered but need not be the sole determining

factor. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. Should it be determined in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

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

assisting the handicapped person to progress toward normal living and a productive vocational status.

(Ord. of 4-24-95)

**State law reference—** Code of Virginia, § 11-37.

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

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

**Sec. 2-507. - Cooperative procurement.**

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

**Sec. 2-508. - Methods of procurement.**

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

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

- B. Professional services shall be procured by competitive negotiation.
- C. Upon determination made in advance by the County and set forth in writing that competitive sealed bidding is either not practicable or not fiscally advantageous to the public, such writing documenting the basis for this determination:
1. Goods, services, or insurance may be procured by competitive negotiation.
  2. Insurance may be procured through a licensed agent or broker selected in the manner provided for the procurement of things other than professional services under "competitive negotiation" in section 2-505
  3. Construction may be procured by competitive negotiation in the following instances:
    - (a) The alteration, repair, renovation or demolition of buildings when the contract is not expected to cost more than one hundred thousand dollars (\$100,000.00); or
    - (b) The construction of highways and any draining, dredging, excavation, grading or similar work upon real property.
- D. Upon a determination in writing that there is only one source practicably available for that which is to be procured, a contract may be negotiated and awarded to that source without competitive sealed bidding or competitive negotiation. The writing shall document the basis for this determination. The

County shall issue a written notice stating that only one source was determined to be practicably available and identifying that which is being procured, the contractor selected, and the date on which the contract was or will be awarded. This notice shall be posted in a designated public area or published in a newspaper of general circulation on the day the County awards or announces its decision to award the contract, whichever occurs first.

- E. In case of emergency, a contract may be awarded without competitive bidding or competitive negotiation; however, such procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the election of the particular contractor shall be included in the contract file. The County shall issue a written notice stating that the contract is being awarded on an emergency basis and identifying that which is being procured, the contract selected, and the date on which the contract was or will be awarded. This notice shall be posted in a designated public area or published in a newspaper of general circulation on the day the County awards or announces its decision to award the contract, whichever occurs first, as soon thereafter as is practicable.
- F. The Board may establish written purchase procedures for contracts not expected to exceed ten thousand dollars (\$10,000.00). Such small purchase procedures may not require competitive negotiation or sealed bids but shall provide for competition wherever practicable.

For contracts on purchases not expected to exceed five thousand dollars (\$5,000.00) price quote shall be secured prior to placing order. For purchases on contracts exceeding five thousand dollars (\$5,000.00) but not exceeding ten thousand dollars (\$10,000.00) written quotes shall be secured. The procurement of all purchases not exceeding ten thousand dollars (\$10,000.000) shall provide for competition whenever practical.

- G. The School Board may authorize any of its public schools or its school division to enter into contracts providing that caps and gowns, photographs, class rings, yearbook and graduation announcements will be available for purchase or rental by students, parents, faculty or other persons using nonpublic money through the use of competitive negotiations as provided in this chapter, competitive sealed bidding not necessarily being required for such contracts. The Superintendent of Public Instruction may provide assistance to public school systems regarding this chapter and other related laws.
- H. Upon determination made in advance by the School Board and set forth in writing that the purchase of goods, products or commodities from a public auction sale is in the best interest of the public, such items may be purchased at the auction. The writing shall document the basis for this determination.

(Ord. of 4-24-95)

**State law reference—** Code of Virginia, § 11-41.

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

No contract for the construction of any building or for an addition to or improvement of an existing building by the County for which state funds of ten thousand dollars (\$10,000.00) or more, either by appropriation, grant-in-aid or loan, are used or are to be used for all or part of the cost of construction shall be let except after competitive sealed bidding or after competitive negotiation as provided under this article. The procedure for the advertising for bids or for proposals and for letting of the contract shall conform, mutatis mutandis, to this article. A person or firm who has been engaged as architect or engineer for the same project under a separate contract shall not be eligible to bid on or submit a proposal for any such contract or to have the contract awarded to him.

**State law reference—** Code of Virginia, § 11-41.1.

Sec. 2-509.1. - Contract pricing arrangements.

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

(Ord. of 4-24-95)

Sec. 2-510. - Discrimination prohibited.

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

**State law reference**— Code of Virginia, § 11-44.

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

- A. The County may enter into contracts without competition for the purchase of the following goods or services:
  - 1. Those which are performed or produced by persons or in schools or workshops under the supervision of the Virginia Department for the Visually Handicapped;
  - 2. Those which are performed or produced by nonprofit sheltered workshops or other nonprofit organizations which offer transitional or supported employment services serving the handicapped.
- B. The County may enter into contracts without competition for the following:
  - 1. Legal services, provided that the pertinent provisions of Chapter 11 of [Title] 2.1, Code of Virginia, remain applicable;
  - 2. Expert witnesses and other services associated with litigation or regulatory proceedings.
- C. The County may extend the term of an existing contract for services to allow completion of any work undertaken but not completed during the original term of the contract.
- D. The County may enter into contracts without competitive sealed bidding or competitive negotiation for insurance if purchased through an association of which it is a member if the association was formed and is maintained for the purpose of promoting the interest and welfare of and developing close relationships with similar public bodies, provided such association has procured the insurance by use of competitive principles and provided that the County has made a determination in advance after reasonable notice to the public and set forth in writing that competitive sealed bidding and competitive negotiation are not fiscally advantageous to the public. The writing shall document the basis for this determination.

**State law reference**— Code of Virginia, § 11-45.

Sec. 2-512. - Prequalification.

Prospective contractors may be prequalified for particular types of supplies, services, insurance or construction, and consideration of bids or proposals limited to prequalified contractors. Any

prequalification procedure shall be established in writing and sufficiently in advance of its implementation to allow potential contractors a fair opportunity to complete the process.

**State law reference—** Code of Virginia, § 11-46.

Sec. 2-513. - Debarment.

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

**State law reference—** Code of Virginia, § 11-46.1.

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

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

(Ord. of 4-24-95)

**State law reference—** Code of Virginia, § 11-47.

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

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

**State law reference—** Code of Virginia, § 11-49.

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

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

- A. During the performance of this contract, the contractor agrees as follows:
  - 1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- B. The contractor will include the provisions of the foregoing paragraphs 1, 2 and 3 in every subcontract or purchase order of over ten thousand dollars (\$10,000.00) so that the provisions will be binding upon such subcontractor or vendor.

**State law reference**— Code of Virginia, § 11-51.

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

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

(Ord. of 4-24-95)

**State law reference**— Code of Virginia, § 11-54.

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

A fixed-price contract may be modified during performance but no increase of more than ten thousand dollars (\$10,000.00) shall be made without the approval of the Board. A contract for services may be extended for a period not greater than the original contract, and may include price modifications not to exceed Consumer Price Index increase during the period of the contract.

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

- A. In any public contract for construction which provides for progress payments in installments based upon an estimated percentage of completion, the contractor shall be paid at least ninety-five (95) percent of the earned sum when payment is due, with not more than five (5) percent being retained to assure faithful performance of the contract. All amounts withheld may be included in the final payment. The contractor may elect to use escrow account pursuant to section 11-56.1, Code of Virginia.
- B. Any subcontract for a public project which provides for similar progress payments shall be subject to the same limitations.  
(Ord. of 4-24-95)

**State law reference—** Code of Virginia, § 11-56.

Sec. 2-520. - Bid bonds.

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

**State law reference—** Code of Virginia, § 11-57.

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

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

- F. Nothing in this section shall preclude such contractor from requiring each subcontractor to furnish a payment bond with surety thereon in the sum of the full amount of contract with such subcontractor conditioned upon the payment to all persons who have and fulfill contracts which are directly with the subcontractor for performing labor and furnishing materials in the prosecution of the work provided for in the subcontract.

**State law reference**— Code of Virginia, § 11-58.

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

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

**State law reference**— Code of Virginia, § 11-59.

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

- A. Subject to the provisions of paragraph B below, any claimant who has performed labor or furnished material in accordance with the contract documents in the prosecution of the work provided in any contract for which a payment bond has been given, and who has not been paid in full therefor before the expiration of ninety (90) days after the day on which such claimant performed the last of such labor or furnished the last such materials for which he claims payment, may bring an action on such payment bond to recover any amount due him for such labor or material, and may prosecute such action to final judgment and have execution on the judgment. The obligee named in the bond need not be named a party to such action.
- B. Any claimant who has a direct contractual relationship with any subcontractor from whom the contractor has not required a subcontractor payment bond but who has no contractual relationship expressed or implied, with such contractor, may bring an action on the contractor's payment bond only if he has given written notice to such contractor within one hundred eighty (180) days from the date on which the claimant performed the last of the labor or furnished the last of the materials for which he claims payment, stating with substantial accuracy the amount claimed and the name of the person for whom the work was performed or to whom the material was furnished. Any claimant who had a direct contractual relationship with a subcontractor from whom the contractor has required a subcontractor payment bond but who has no contractual relationship, expressed or implied, with such contractor, may bring an action on the subcontractor's payment bond. Notice to the contractor shall be served by registered or certified mail, postage prepaid, in an envelope addressed to such contractor at any place where his office is regularly maintained for the transaction of business. Claims for sums withheld as retainages with respect to labor performed or materials furnished shall not be subject to the time limitations stated in this paragraph.
- C. Any action on a payment bond must be brought within one year after the day on which the person bringing such action last performed labor or last furnished or supplied materials.

**State law reference**— Code of Virginia, § 11-60.

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

- A. In lieu of a bid, payment, or performance bond, a bidder may furnish a certified check or cash escrow in the face amount required for the bond.
- B. If approved by the County Attorney, a bidder may furnish a personal bond, property bond, or bank or savings and loan association's letter of credit on certain designated funds in the face amount

required for the bid payment or performance bond. Approval shall be granted only upon a determination that the alternative form of security proffered affords protection equivalent to a corporate surety's bond.

**State law reference**— Code of Virginia, § 11-61.

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

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

**State law reference**— Code of Virginia, § 11-62.

DIVISION 2. - REMEDIES

Sec. 2-526. - Ineligibility.

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

**State law reference**— Code of Virginia, § 11-63.

Sec. 2-527. - Determination of nonresponsibility.

- A. Any bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder for a particular contract shall be notified in writing. Such notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision in writing within ten (10) days to the Board.
- B. If, upon appeal, it is determined that the decision was arbitrary or capricious, and the award of the contract in question has been made, sole relief shall be a finding that the bidder is a responsible bidder for the contract in question.

**State law reference**— Code of Virginia, § 11-65.

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

- A. Any bidder or offeror who desires to protest the award or decision to award a contract shall submit such protest to the Board not later than ten (10) days after the award or announcement of the decision to award, whichever occurs first. No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror. The written protest shall include the basis for the protest and the relief sought. The Board shall make its decision at its next meeting and such decision shall be final.

- B. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. When the award has been made but performance has not begun, the performance of the contract may be enjoined. Where the award has been made and performance has begun, the Board may declare the contract void upon a finding that this action is in the best interest of the public. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.

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

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

DIVISION 3. - ETHICS IN PUBLIC CONTRACTING

Sec. 2-530. - Purpose.

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

Sec. 2-531. - Definitions.

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

- A. *Immediate family* means a spouse, children, parents, brothers and sisters, and any other person living in the same household as the employee.
- B. *Official responsibility* means administrative or operating authority, whether intermediate or final, to initiate, approve, disapprove or otherwise affect a procurement transaction, or any claim resulting therefrom.
- C. *Pecuniary interest arising from the procurement* means a personal interest in a contract as defined in the State and Local Government Conflict of Interests Act.
- D. *Procurement transaction* means all functions that pertain to the obtaining of any goods, services or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.
- E. *Public employee* means any person employed by the County, including elected officials or appointed members of Board of Supervisors.

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

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

- A. The employee is contemporaneously employed by a bidder, offeror or contractor involved in the procurement transaction; or
- B. The employee, the employee's partner, or any member of the employee's immediate family holds a position with a bidder, offeror or contractor such as an officer, director, trustee, partner

or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five (5) percent; or

- C. The employee, the employee's partner, or any member of the employee's immediate family has a pecuniary interest arising from the procurement transaction; or
- D. The employee, the employee's partner, or any member of the employee's immediate family is negotiating or has an arrangement concerning, prospective employment with a bidder, offeror or contractor.

**State law reference**— Code of Virginia, § 11-74.

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

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

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

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

**State law reference**— Code of Virginia, § 11-76.

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

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

**State law reference**— Code of Virginia, § 11-77.

Sec. 2-536. - Kickbacks.

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

and recipient. Recovery from one offending party shall not preclude recovery from other offending parties.

**State law reference**— Code of Virginia, § 11-78.

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

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

**State law reference**— Code of Virginia, § 11-79.

Sec. 2-538. - Penalty for violation.

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

**State law reference**— Code of Virginia, § 11-80.

Secs. 2-539—2-599. - Reserved.



# Henry County Board of Supervisors

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**Meeting Date** April 28, 2015

**Item Number** 12

**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.

Description	# of Permits	Fees	Value
COMMERCIAL - REROOF, TENT, ETC	2	25.00	41,000
DEMOLITIONS	1	25.00	3,000
LAND DISTURBING PERMITS	6	167.00	87,000
ELECTRICAL	26	415.00	52,498
INDUSTRIAL - ADD/RENOVATIONS	1	0	300,000
MECHANICAL	3	27.00	1,806,506
MOBILE HOME	2	200.00	11,000
NEW SINGLE FAMILY DWELLING	3	849.60	640,000
RESIDENTIAL - ADDITIONS	7	261.44	52,200
RESIDENTIAL - MISCELLANEOUS	2	63.40	7,500
RESIDENTIAL - OTHER	1	25.00	3,000
<b>TOTALS</b>	<b>54</b>	<b>2058.44</b>	<b>3,003,704</b>

**NEW SINGLE FAMILY REPORT BY DISTRICT: 3/01/2015 TO 3/31/2015****BLACKBERRY DISTRICT:**

<b>DBLW</b>	<b>0</b>
<b>MOBL</b>	<b>1</b>
<b>NSFD</b>	<b>0</b>
<b>TOTAL FOR BLACKBERRY</b>	<b>1</b>

**COLLINSVILLE DISTRICT:**

<b>DBLW</b>	<b>0</b>
<b>MOBL</b>	<b>0</b>
<b>NSFD</b>	<b>0</b>
<b>TOTAL FOR COLLINSVILLE</b>	<b>0</b>

**HORSEPASTURE DISTRICT:**

<b>DBLW</b>	<b>0</b>
<b>MOBL</b>	<b>0</b>
<b>NSFD</b>	<b>0</b>
<b>TOTAL FOR HORSEPASTURE</b>	<b>0</b>

**IRISWOOD DISTRICT:**

<b>DBLW</b>	<b>0</b>
<b>MOBL</b>	<b>0</b>
<b>NSFD</b>	<b>0</b>
<b>TOTAL FOR IRISWOOD</b>	<b>0</b>

**REED CREEK DISTRICT:**

<b>DBLW</b>	<b>0</b>
<b>MOBL</b>	<b>0</b>
<b>NSFD</b>	<b>2</b>
<b>TOTAL FOR REED CREEK</b>	<b>2</b>

**RIDGEWAY DISTRICT:**

<b>DBLW</b>	<b>0</b>
<b>MOBL</b>	<b>1</b>
<b>NSFD</b>	<b>1</b>
<b>TOTAL FOR RIDGEWAY</b>	<b>2</b>

<b>TOTAL</b>	<b>5</b>
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### **Senior Services Programs**

- ▶ Offered 46 programs/activities that had 921 seniors participating.
- ▶ Programs offered included:
  - ✓ Computer Classes
  - ✓ Art of the Month
  - ✓ Bingo
  - ✓ Blood Pressure Screening
  - ✓ Blood Sugar Screening
  - ✓ Bowling
  - ✓ Breakfast Club
  - ✓ Bridge
  - ✓ Crochet
  - ✓ East Smart / Move More
  - ✓ Exercise Class – Golden 276
  - ✓ Fundamentals of Bowling Class
  - ✓ Line Dance
  - ✓ Movie Days
  - ✓ Out to Lunch Bunch
  - ✓ Walking Club
  - ✓ Walking on the Dick and Willie
  - ✓ Yoga
  - ✓ Transportation Program
  - ✓ Nutrition Sites

### **Athletics**

- ▶ Offered 3 programs that had 1,968 participants and spectators.
- ▶ Programs offered included:
  - ✓ Boys Basketball Junior League
  - ✓ Boys Basketball Senior League
  - ✓ Baseball / Softball Registrations

### **Recreation Programs & Special Events**

- ▶ Offered 16 programs/activities that had 1,660 participants.
- ▶ Programs offered included:
  - ✓ Girls' Volleyball League
  - ✓ Piedmont Kite Festival

- ✓ Easter Egg Hunt
- ✓ Short Sports
- ✓ Trip to the "Highlands Maple Festival"
- ✓ Basic Car Maintenance
- ✓ Middle School Basketball Spirit Squad
- ✓ Spring Mystery Trip
- ✓ Elementary School Basketball Spirit Squad
- ✓ After School Karate
- ✓ Fishing Program
- ✓ Canoe Club
- ✓ Bike Club
- ✓ Blue Ridge Ski and Outing Club
- ✓ Henry County Photography Club
- ✓ Patrick Henry Patriots Remote Control Airplane Club

### **Parks Maintenance & Development**

- ✓ Installed park sign at the Horsepasture Ruritan Ballfield.
- ✓ Dragged ballfields on good weather days.
- ✓ Repaired the road shoulders on the driveway at Jaycee Park.
- ✓ Repaired ceiling in Jack Dalton and Jordan Creek Restrooms.
- ✓ Cleaned and waxed event trailer.
- ✓ Started mowing parks for season.
- ✓ Removed fallen trees from parks and trails.
- ✓ Sandblasted and painted dump truck bed.
- ✓ Opened up all restrooms in parks for season.
- ✓ Performed a lot of leaf control in parks.
- ✓ Finished the annual winter maintenance on all equipment.
- ✓ Cleaned all parks three times a week.
- ✓ Completed monthly inspection of playgrounds.
- ✓ Set up activity rooms several times a week for programs.
- ✓ Did litter patrol in all parks.
- ✓ Performed preventive maintenance on equipment.

- ✓ Performed miscellaneous maintenance on park maintenance vehicles.



**County of Henry**  
**Department of Public Safety**

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

**March 2015 Emergency Responses**

EMS Coverage by District	Dist. Calls Rec'd	Calls Ans.	Ans. by M/A*	Asst'd by HCDPS	Ans. by HCDPS	Ans. by Back-up	Ans. YTD
Axton	57	11	2	9	44	0	44
Bassett	163	102	3	53	58	0	285
Fieldale-Collinsville	152	124	0	67	37	0	401
Horsepasture	72	27	3	20	45	0	79
Ridgeway	103	61	4	42	40	1	191
<b>TOTAL</b>	<b>547</b>	<b>322</b>	<b>12</b>	<b>192</b>	<b>224</b>	<b>1</b>	<b>1,000</b>

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

Fire Related Incidents by District	Monthly	YTD
Axton Fire Department	10	39
Bassett Fire Department	27	84
Collinsville Fire Department	29	93
Dyers Store Fire Department	11	39
Fieldale Fire Department	10	46
Horsepasture Fire Department	16	50
Patrick-Henry Fire Department	5	23
Ridgeway Fire Department	24	79
<b>TOTAL</b>	<b>132</b>	<b>453</b>

First Responder Calls	Monthly	YTD
Patrick-Henry Fire Department	34	101
<b>TOTAL</b>	<b>34</b>	<b>101</b>

Department of Public Safety Responses	Monthly	YTD
Assist Volunteer Rescue Squads	192	594
Fire Personnel Assistance	37	137
EMS Ambulance Response	224	673
<b>TOTAL</b>	<b>464</b>	<b>951</b>

## Non-Emergency Activities

Department Personnel	Monthly	YTD
Fire Investigations	4	14
Environmental Investigations	1	8
Other Investigative Activities	13	17
Non-Emergency Assists	2	6
Inspections	25	55
Smoke/CO Alarm Install (homes)	11	24
Emergency Management	23	37
Professional Development	0	5
Fire Permits Issued	2	14

Personnel Training Contact Hours	Monthly	YTD
EMS	56	323.5
Fire	51	396
Other	10	42
<b>TOTAL</b>	<b>117</b>	<b>761.5</b>

Volunteer Recruitment/Retention/Training	Monthly	YTD
Recruitment Activities	14	35
Volunteer Recruitment Contact Hours	632	1,672
Background Checks	14	35
Responder Training Sessions	32	95
Volunteer Training Contact Hours	2,524	8,302
Public Education Sessions	1	7
HCP CPR Cards Issued	40	101
First Aid/CPR Cards Issued	64	140
Mentoring/Precepting Hours	426	832

### Upcoming Training Classes

- Pediatric Advanced Life Support (PALS)
- Advanced Cardiac Life Support (ACLS)
- Infection Control Basic Class
- Designated Infection Control Officer Class
- Incident Command System level 300 (ICS-300)
- Emergency Vehicle Operator Course (EVOC)
- Emergency Medical Responder (EMR)
- Advanced Medical Life Support (AMLS)

## Additional Notables

EMS Revenue Recovery for FY15	Net \$ Received	Sharing Payout	Sharing Received	Net Total	Year to Date
Axton			\$3,588.44	\$3,588.44	\$25,985.85
Bassett	\$15,269.26	\$5,008.93	\$624.74	\$10,885.07	\$122,650.68
Fieldale-C'ville	\$19,888.47	\$4,161.31	\$151.37	\$15,878.53	\$142,358.99
Public Safety	\$36,012.89	\$7,696.00	\$13,180.71	\$41,497.59	\$474,385.91
Horsepasture			\$3,823.65	\$3,823.65	\$41,640.07
Ridgeway	\$14,071.94	\$4,749.15	\$246.49	\$9,569.28	\$92,712.64
<b>Total*</b>	<b>\$85,242.56</b>	<b>\$21,615.39</b>	<b>\$21,615.39</b>	<b>\$85,242.56</b>	<b>\$986,813.83</b>

\*revenue after all fees and charge backs

- Public Safety staff coordinated and moderated a Henry County school system exercise addressing school bus accidents. Procedures, policies and past incidents were discussed revealing opportunities for improvement. It included developing a single policy for all school departments. Participants were Memorial Hospital Emergency Department, volunteer fire and rescue, Virginia State Police, Sheriff's Office, 911 Center, and Public Safety.
- Staff met with the local chapter of the American Red Cross to discuss emergency sheltering and conducted an inventory of supplies housed by Public Safety. Red Cross regional director plans to replace older supplies and issue "personal kits" to the volunteer fire departments to have on hand to give fire and disaster victims. These kits contain soap, shampoo, toothbrushes and other personal hygiene items that disaster victims may not have. The Red Cross may place victims in a hotel and seldom will a victim have these items. Fire departments will give the kits while the victims are still on the scene.
- On March 17, Public Safety staff evaluated the statewide tornado drill at several county schools. Staff also witnesses fire drills and "active shooter" drills annually at each school. These visits improve communication between public safety staff and school administration that will be invaluable during an emergency.
- Staff assisted the City of Danville with a table top exercise evaluating their ability to function in their new emergency operations center. Staff served as evaluators and discussed differences in standard operational procedures of the two localities.
- The NASCAR race weekend at the Martinsville Speedway was March 28-29. Public Safety EMS staff responded to 19 medical emergencies in a 12 hour period on Sunday outside the track.
- Public Safety staff is assisting with the emergency planning for the Rooster Walk Music Festival to be held Memorial Day weekend, May 21-25. The event has outgrown its location in Franklin County and is moving to Hobson Road in Axton. The promoters have acquired use of 150 acres of woodland, fields and ponds for a permanent home. They expect about 4,000 people to attend. Saturday's attendance is expected to be about 2,000. The Sheriff's Office is also involved with planning.
- The Emergency Services Advisory Council (ESAC) met on March 17, at the Blue Ridge Airport in Spencer. Topics discussed were officer training and 911 signs on county homes. All agencies were present except Fieldale-Collinsville Rescue Squad.

# HENRY COUNTY SHERIFF'S OFFICE

## Activity Report

March 2015

<u>Incident</u>	<u>Incidents Reported</u>	<u>Unfounded Incidents</u>	<u>Actual Incidents</u>	<u>Cleared Incidents</u>
Homicide	2	0	2	2
Rape	0	0	0	0
Other Sex Offenses	5	2	3	4
Robbery	2	2	0	1
Aggravated Assault	4	0	4	2
Simple Assault	27	0	27	29
Burglary	25	2	24	3
Larceny*	82	2	82	29
Vehicle Theft	3	0	3	3
Arson	1	0	1	1
<b>TOTALS</b>	<b>151</b>	<b>8</b>	<b>146</b>	<b>74</b>

<b>Percent Cleared</b>	<b>(Henry Co - Mar 15)</b>	<b>51%</b>	} Includes only above listed offense types
<i>Percent Cleared</i>	<i>(Virginia - Feb 15)</i>	<b>36%</b>	
<b>Property Stolen</b>	<b>(Henry Co - Mar 15)</b>	\$127,112.00	
<b>Property Recovered</b>	<b>(Henry Co - Mar 15)</b>	\$1,905.00	
<b>% Property Recovered</b>	<b>(Henry Co - Mar 15)</b>	<b>1%</b>	
<i>% Property Recovered</i>	<i>(Virginia - Feb 15)</i>	<b>16%</b>	

Average Daily Jail Population	192
IBR Reportable Incidents Investigated**	243
Criminal Warrants Served	362
Littering / Green Box Violations	0
Inmate Workforce (Bag Count)	0
County Decals	6
Other Virginia Uniform Summons	145
Drive Under the Influence--Arrests	0
Assist Funerals	35
Assist Motorists	40
Alarms Answered	194
Prisoners Transported	60
Total Civil Process Papers Served	3,041
<b>Total Dispatched Calls</b>	<b>3,618</b>

**Animal Control Report:**

Animals Picked Up:Dogs(71) Cats(13)	84
Number of Calls:	286
Number of Violations:	38

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

\*\*Each incident may include one or more offenses.

**Note:** The totals for "Cleared Incidents" on this report include 26 incidents reported on previous reports which were cleared in Fe

Also included under "Unfounded" are 3 incidents reported on previous reports and unfounded in March.



Henry County  
Board of Supervisors

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**Meeting Date** April 28, 2015

**Item Number** 13

**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 Henry-Martinsville Social Services Board, Blue Ridge Regional Library Board, Parks and Recreation Board, Community Policy and Management Team, Patrick Henry Community College Board, Piedmont Regional Community Services Board, and Southside Community Action Board;***

***§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**

Provided Under Separate Cover

**Staff Recommendation**

None



Henry County  
Board of Supervisors

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**Meeting Date** April 28, 2015

**Item Number** 14

**Issue**

Public Hearing – Proposed Change in Voting Precincts

**Background**

At the last regular monthly meeting, the Electoral Board asked the Board of Supervisors to consider two changes to voting precincts. First, the Electoral Board would like to move the polling area of the Spencer precinct from the upper level to the lower level of Spencer Ruritan building. Secondly, the Electoral Board would like to move the polling place for the Dyers Store precinct from the Dyers Store Ruritan building to the Dyers Store Fire Department. The changes do not require approval of the U.S. Department of Justice. A public hearing on this matter has been duly advertised and scheduled for today's meeting.

**Attachments**

1. Copy of ordinance with proposed changes
2. Public hearing notice

**Staff Recommendation**

Following the public hearing, staff recommends approval of the proposed changes to polling places as requested.

**Sec. 2-104. - Establishment of polling places for election precincts.**

- A. There are hereby established the following polling places for the precincts identified in [section 2-102](#)

*Blackberry Election District:*

Bassett #2 Precinct: Bassett Rescue Squad

Gunville Precinct: Bassett Ruritan Building

Scott's Tanyard Precinct: Sanville Elementary School

*Horsepasture Election District:*

Fieldale Precinct: Rangeley Ruritan Building

Horsepasture #1 Precinct: Horsepasture Fire Department Recreation Building

Spencer Precinct: Spencer Ruritan Building Lower Level

Horsepasture #2 Precinct: Horsepasture Ruritan Building

*Iriswood Election District:*

Axton Precinct: Axton Elementary School

Irisburg Precinct: Freedom Baptist Church

Mount Olivet Precinct: Mount Olivet Ruritan Building

Mountain Valley Precinct: Mountain Valley Leatherwood Club

*Collinsville Election District:*

Collinsville #1 Precinct: Fieldale-Collinsville Middle School

Daniel's Creek Precinct: Fieldale-Collinsville Middle School

Collinsville #2 Precinct: Collinsville Primary School

Mountain View Precinct: VFW Building

*Reed Creek Election District:*

Bassett #1 Precinct: Bassett Fire Station

Figsboro Precinct: Figsboro School

Stanleytown Precinct: Stanleytown Elementary School

Oak Level Precinct: Oak Level Ruritan Building

Dyers Store Precinct: Dyers Store Fire Department~~Dyers Store Ruritan Building~~

*Ridgeway Election District:*

Fontaine Precinct: Rich Acres Elementary School

Hillcrest Precinct: Rich Acres Fire Station

Ridgeway #1 Precinct: Ridgeway Library

Ridgeway #2 Precinct: First Baptist Church of Ridgeway

- B. There is hereby established the following central absentee voter precinct as authorized by Section 24.2-712, Code of Virginia.

*Absentee Voting District (County-wide):*

Central Absentee Voter Precinct: Henry County Administration Building

*(Ord. of 2-28-94; Ord. of 7-16-96; Ord. of 1-26-99; Ord. of 4-25-00; Ord. of 4-24-01; Ord. of 9-24-02; Ord. of 5-25-04; Ord. of 3-10-10; Ord. of 4-27-10; Ord. of 5-24-11; Ord. of 4-24-12; Ord. of 7-24-12)*



## **PUBLIC HEARING NOTICE**

The Henry County Board of Supervisors will hold a public hearing on Tuesday, April 28, 2015, 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 a change in voting room for the Horsepasture Election District, Spencer precinct, from the upper level to the lower level of Spencer Ruritan building; and a change in polling place for the Reed Creek Election District, Dyers Store precinct, from the Dyers Store Ruritan building to the Dyers Store Fire Department.

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

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**Meeting Date** April 28, 2015

**Item Number** 15

## **Issue**

Public Hearing – Rezoning Application R-15-01 – Kevin W. and Paula P. Hankins

## **Background**

The property is located on the east side of Irisburg Road, directly across from its intersection with Beckham Church Road in the Iriswood District. The Tax Map ID is 53.6/45A. The applicant is requesting the rezoning of approximately 7.8-acres from Rural Residential District R-R to Commercial District B-1. The applicant intends to fence a portion of the property to park repossessed/impound vehicles.

## **Attachments**

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

## **Staff Recommendation**

Following a public hearing, the Planning Commission recommended that the rezoning request be approved. Staff also recommends approval of the request.

COUNTY OF HENRY

APPLICATION FOR REZONING

R-15-01

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

Applicant's Name Kevin<sup>w</sup> + Paula<sup>p</sup> Hankins Telephone: 276-336-8243

Applicant's Address: 891 Beckham Ch Rd Axton VA 24054

Location of Property: across from Beckham Ch Rd on 650

Real Estate Map and Parcel Number 53.6/45A Size of Property: 7.8 acres sq ft

Existing Land Use: vacant

Storage lot - Repossession -

Proposed Land Use:

Existing Zoning: RR Proposed Zoning: B-1

To be completed by County:

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

Name: Kenneth T. + Rela A. Hankins + Darrell K. + Jane S. Altizer

Address: 2588 Garrett Rd., Stoneville, NC 27048 (Owners)

Real Estate Map and Parcel Number 53.6/45A Zoning: RR  
53.5(8)/3E RR  
\*\*\*\*\*

Name: Kevin + Paula Hankins (Applicant)

Address: 891 Beckham Church Rd., Axton, VA 24054

Real Estate Map and Parcel Number \_\_\_\_\_ Zoning: \_\_\_\_\_

Name: Oscar Shane + Lujanna S. Perkins

Address: 1855 Irisburg Rd., Axton, VA 24054

Real Estate Map and Parcel Number 53.6/45C, 45B Zoning: RR

ADDITIONAL SHEET

LISTING OF ADJACENT PROPERTY OWNERS

Attach to Application # \_\_\_\_\_ for \_\_\_\_\_ submitted by \_\_\_\_\_

\_\_\_\_\_ on \_\_\_\_\_

Name: Danny E. + Karen D. Gravelly

Address: 1875 Irisburg Rd., Axton, VA 24054

Real Estate Map and Parcel Number: 53.6/45 Zoning: RR

\*\*\*\*\*

Name: Christopher R. Agee

Address: 1921 Irisburg Rd., Axton, VA 24054

Real Estate Map and Parcel Number: 53.6/46 Zoning: RR

\*\*\*\*\*

Name: AZTEC Acres LLC

Address: 770 Lees Ridge Rd., Martinsville, VA 24112

Real Estate Map and Parcel Number: 53.5/44.44A<sup>KM</sup> Zoning: RR

\*\*\*\*\*

Name: Loretta A. + Curtis Shockley Whitlow Sr.

Address: 55 Beckham Church Rd., Axton, VA 24054-2290

Real Estate Map and Parcel Number: 53.6/52.53 Zoning: SR

\*\*\*\*\*

Name: Henry G. Austin II

Address: 207 Crestview Dr., Farmville, VA 23901

Real Estate Map and Parcel Number: 53.5(8)/3C.3F Zoning: SR

\*\*\*\*\*

Name: Fred + Sharon Harris

Address: 41 Colonade Ct., Ridgeway, VA 24148

Real Estate Map and Parcel Number: 53.5(8)/3D Zoning: SR

Application for Rezoning

Page 2

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

Dawn Hawkins / Kemi Hawkins  
Signature of Applicant

Owner's consent if different from applicant:

Rita Hawkins  
Kenned Hawkins

+ Daniel Attiger  
Signature of Owner  
Jane S. Attiger

Part 2 - To be completed by County

Rezoning Number: R-15-01 Date Completed Application Received 3-16-15

Date Planning Commission Public Hearing: 4-15-15 Dates of Advertisements 4-1-15, 4-8-15

Date Board of Supervisors Public Hearing: 4-28-15 Dates of Advertisements \_\_\_\_\_

I certify that, on 4-3-15, each of the property owners adjacent to and across the road from applicant's property were sent by first class mail a notification of the public hearings.

Priscilla Spencer  
Signature of Staff

Recommendation by Planning Commission: \_\_\_\_\_

Action by Henry County Board of Supervisors

Date: \_\_\_\_\_

Approved

Denied

Clerk, Board of Supervisors

3-16-15

The reason for this proposal is for  
a storage lot for repossession  
approximately 2 acres in the center  
of lot 53.6/45A. The lot will have  
no visibility from the road. Foliage  
will be left up all around.

Paula Hauler  
Keri Hauler

# Henry\_County\_Map







# Henry County Board of Supervisors

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**Meeting Date** April 28, 2015

**Item Number** 16

**Issue**

Matters Presented by the Public

**Background**

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

**Attachments**

None

**Staff Recommendation**

None



# Henry County Board of Supervisors

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**Meeting Date** April 28, 2015

**Item Number** 17

**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

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**Meeting Date** April 28, 2015

**Item Number** 17A

**Issue**

Consideration of Application to the Commonwealth Transportation Board for Economic Development Funds

**Background**

Staff is requesting that the Board authorize an application to the Commonwealth Transportation Board for funding from the Economic Development Access Program. The money would be used toward road construction within the Patriot Centre. A maximum of \$650,000 could be received from the EDA program, provided the locality commits up to \$150,000 in additional funding. The resolution will be presented at the meeting.

**Attachments**

None

**Staff Recommendation**

Staff recommends approval of the resolution as presented.