RICHMOND COUNTY BOARD OF SUPERVISORS
January 11, 2018

MINUTES

At a regular meeting of the Board of Supervisors for Richmond County, Virginia, held on the 11th day of January, 2018, thereof in the Public Meeting Room of the County Office Building.

Present:
F. Lee Sanders, Chairman
Richard E. Thomas, Vice-Chairman
Robert B. Pemberton, Member
William C. Herbert, II, Member
J. David Parr, Member

Also Present:
R. Morgan Quicke, County Administrator
Hope D. Mothershead, Administrative Assistant
Kristie S. Brann, Treasurer
Trevor Johnson, Captain, Sheriff’s Department
Mitch Paulette, Captain, Emergency Services
Tammy McDaniel, Emergency Services
Barry Sanders, Director or Code Administration
Jennifer Delano, Commissioner of the Revenue
Richard English, Code Compliance Officer
John Brown, Chairman, School Board
Steve McKeever, VDOT
Approximately 14 others

Mr. Quicke opened the floor for nominations for Chairman of the Board of Supervisors for the calendar year 2018.

Richard Thomas nominated F. Lee Sanders for Chairman of the Richmond County Board of Supervisors.

Mr. Quicke closed the floor for nominations.

“On a motion made by Richard E. Thomas, the Board voted: F. Lee Sanders - abstain, Richard E. Thomas - aye; Robert B. Pemberton - aye; William C. Herbert, II – aye; J. David Parr - aye: to elect F. Lee Sanders as Chairman of the Richmond County Board of Supervisors for the calendar year 2018.”

CALL TO ORDER

Chairman Sanders gave the invocation, and led in the Pledge of Allegiance.
ORGANIZATIONAL BUSINESS

Chairman Sanders asked for nominations for Vice-Chairman of the Board of Supervisors for the calendar year 2018.

"On a motion made by Robert B. Pemberton, the Board voted: F. Lee Sanders – aye; Richard E. Thomas – aye; Robert B. Pemberton – aye; William C. Herbert, II – aye; J. David Parr – aye: to elect Richard E. Thomas as Vice-Chairman of the Richmond County Board of Supervisors for the calendar year 2018."

Chairman Sanders asked for a motion to re-adopt the Richmond County Board of Supervisors by-laws and rules of order procedures.

"On a motion made by William C. Herbert, II, the Board voted: F. Lee Sanders – aye; Richard E. Thomas – aye; Robert B. Pemberton – aye; William C. Herbert, II – aye; J. David Parr – aye: to re-adopt the by-laws and rules of order of the Richmond County Board of Supervisors for the calendar year 2018."

Chairman Sanders asked for a motion to approve scheduling of the Board of Supervisors Monthly Meetings.

"On a motion made by Robert B. Pemberton, the Board voted: F. Lee Sanders – aye; Richard E. Thomas – aye; Robert B. Pemberton - aye; William C. Herbert, II - aye; J. David Parr – aye: to set the calendar year 2018 Board of Supervisors meetings for the 2nd Thursday of each month, with the meeting to begin at 9:00 a.m. and with all advertised public hearings to be held at 7:00 p.m. on the same day, unless otherwise scheduled; hold all meetings in the Richmond County Public Meeting Room, with the alternate site to be the General District Courtroom should the Public Meeting Room be unavailable for any reason. In the case of inclement weather or other weather emergencies or holidays that prohibit holding the meeting on the regular scheduled day, the Board meeting is automatically rescheduled to the Wednesday after the 2nd Thursday."

Chairman Sanders asked for a motion to authorize signatures on County checks.

"On a motion made by Robert B. Pemberton, the Board voted: F. Lee Sanders – aye; Richard E. Thomas – aye; Robert B. Pemberton – aye; William C. Herbert, II – aye; J. David Parr – aye: to authorize the Chairman or Vice-Chairman, Treasurer and County Administrator as authorized signatures on County checks."

APPOINTMENTS

The consensus of the Board was that Chairman Sanders, Richard Thomas, Robert Pemberton and one citizen member, Richard Gouldin continue to serve as members of the Northern Neck Planning District Commission.
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The consensus of the Board was that F. Lee Sanders and Richard E. Thomas (alternate) continue to serve as members of the Northern Neck Planning District Commission Executive Committee.


The consensus of the Board was that Robert B. Pemberton continues to serve as a member of the Richmond County Department of Social Services Board.

"On a motion made by William C. Herbert, II, the Board voted: F. Lee Sanders – aye; Richard E. Thomas – aye; Robert B. Pemberton – aye; William C. Herbert, II – aye; J. David Parr - aye: to appoint Robert B. Pemberton to the Richmond County Department of Social Services Board for calendar year 2018."

The consensus of the Board was that F. Lee Sanders continues to serve as a representative of the Northern Neck Regional Jail Board.

"On a motion made by Richard E. Thomas, the Board voted: F. Lee Sanders – aye; Richard E. Thomas – aye; Robert B. Pemberton – aye; William C. Herbert, II – aye; J. David Parr - aye: to appoint F. Lee Sanders as the Northern Neck Regional Jail Representative for calendar year 2018."

The consensus of the Board was that Robert B. Pemberton continues to serve as a member of the Rappahannock River Basin Commission with Richard E. Thomas to serve as an Alternate.


The consensus of the Board was that F. Lee Sanders remain the Director of the Richmond County Emergency Services.

"On a motion made by Richard E. Thomas, the Board voted: F. Lee Sanders – aye; Richard E. Thomas – aye; Robert B. Pemberton – aye; William C. Herbert, II – aye; J. David Parr - aye: to appoint F. Lee Sanders as the Richmond County Emergency Services Director for calendar year 2018."
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The consensus of the Board was that R. Morgan Quicke continues to serve as the Richmond County Emergency Services Deputy Director.

"On a motion made by Richard E. Thomas, the Board voted: F. Lee Sanders – aye; Richard E. Thomas – aye; Robert B. Pemberton – aye; William C. Herbert, II – aye; J. David Parr - aye: to appoint R. Morgan Quicke as the Richmond County Emergency Services Deputy Director for calendar year 2018."

The consensus of the Board was that Greg A. Baker continues to serve as the Richmond County Emergency Services Coordinator.

"On a motion made by William C. Herbert, II, the Board voted: F. Lee Sanders – aye; Richard E. Thomas – aye; Robert B. Pemberton – aye; William C. Herbert, II – aye; J. David Parr - aye: to appoint Greg Baker as the Richmond County Emergency Services Coordinator for calendar year 2018."

The consensus of the Board was that Mitch Paulette continues to serve as the Richmond County Emergency Services Deputy Coordinator.

"On a motion made by William C. Herbert, II, the Board voted: F. Lee Sanders – aye; Richard E. Thomas – aye; Robert B. Pemberton – aye; William C. Herbert, II – aye; J. David Parr - aye: to appoint Mitch Paulette as the Richmond County Emergency Services Deputy Coordinator for calendar year 2018."

**VDOT**

Steven McKeever advised the Board that 18 work orders were issued for the month of December and 13 were closed with 5 pending. Mr. McKeever noted that there would be a Smart Scale planning meeting on January 16th of which ideas would be discussed about a possible project for funding.

Richard Thomas thanked VDOT for their work during the snow storm and inquired about various areas on Sharps Road and Forest Road. Chairman Sanders also thanked VDOT. Mr. McKeever noted that cleaning off the secondary roads was difficult because of the winds and temperatures.

**SHERIFF**

Captain Trevor Johnson presented the following report for the year, 2017: 9791 calls for service; served 3940 civil papers; 1658 arrests with 1702 warrants served; and served 1089 traffic summons. Animal Control: 330 calls for service, 64 dogs transferred to Westmoreland Animal Shelter. Captain Johnson reported that the department faired well with the snow storm as only 6 accidents were reported.
TREASURER

Kristie Brann, Treasurer, presented the Trial Balance Report for the month of December, 2017. Mrs. Brann noted that delinquent bills had been mailed and collection efforts continue.

COMMISSIONER OF THE REVENUE

Jennifer Delano, Commissioner of the Revenue, noted that her office was preparing to mail out 2018 personal property forms which would be due prior to May 1st. Mrs. Delano also advised that 12 parcels were removed from the land use program. Additional parcels were removed from the tax roll as a result of United States of America purchases (Refuge), amounting to approximately $7,000.00 in real estate tax income.

PLANNING/ZONING/LAND USE

Barry Sanders, Director of Code Administration, notified the Board of 16 new projects that began in December. Mr. Sanders noted that the Planning Commission did not meet in January. Year-end comparison charts were given to the Board members as follows:

<table>
<thead>
<tr>
<th>Building Permits Comparison Report</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>2016</strong></td>
</tr>
<tr>
<td>Total Construction Costs: $17,692,751.00</td>
</tr>
<tr>
<td>Total Fees Collected: $33,418.28</td>
</tr>
<tr>
<td>Total Inspections Performed: 540</td>
</tr>
<tr>
<td>Total Projects Begun: 191</td>
</tr>
<tr>
<td>New Commercial Construction: 1</td>
</tr>
<tr>
<td>Single Family Dwellings: 24 (modular and stick built)</td>
</tr>
<tr>
<td>Multi-Family Dwellings: 0</td>
</tr>
<tr>
<td>Manufactured Homes: 2 (single and double wide)</td>
</tr>
<tr>
<td>Additions: 4 (includes commercial)</td>
</tr>
<tr>
<td>Accessory Structures: 21 (includes commercial)</td>
</tr>
<tr>
<td>Remodel/Repairs: 27 (includes commercial)</td>
</tr>
<tr>
<td>Miscellaneous: 65 (includes commercial)</td>
</tr>
<tr>
<td>Electrical: 73 (includes commercial)</td>
</tr>
<tr>
<td>Plumbing: 26 (includes commercial)</td>
</tr>
<tr>
<td>Mechanical: 30 (includes commercial)</td>
</tr>
<tr>
<td>Gas: 28 (includes commercial)</td>
</tr>
<tr>
<td><strong>2017</strong></td>
</tr>
<tr>
<td>Total Construction Costs: $8,912,783.10</td>
</tr>
<tr>
<td>Total Fees Collected: $22,139.24</td>
</tr>
<tr>
<td>Total Inspections Performed: 446</td>
</tr>
<tr>
<td>Total Projects Begun: 160</td>
</tr>
<tr>
<td>New Commercial Construction: 3</td>
</tr>
<tr>
<td>Single Family Dwellings: 17 (modular and stick built)</td>
</tr>
<tr>
<td>Multi-Family Dwellings: 0</td>
</tr>
<tr>
<td>Manufactured Homes: 9 (single and double wide)</td>
</tr>
<tr>
<td>Additions: 13 (includes commercial)</td>
</tr>
<tr>
<td>Accessory Structures: 21 (includes commercial)</td>
</tr>
<tr>
<td>Remodel/Repairs: 16 (includes commercial)</td>
</tr>
<tr>
<td>Miscellaneous: 53 (includes commercial)</td>
</tr>
<tr>
<td>Electrical: 69 (includes commercial)</td>
</tr>
<tr>
<td>Plumbing: 21 (includes commercial)</td>
</tr>
<tr>
<td>Mechanical: 26 (includes commercial)</td>
</tr>
<tr>
<td>Gas: 40 (includes commercial)</td>
</tr>
<tr>
<td><strong>Note</strong>: $8,779,970.81 decrease in construction costs in 2017</td>
</tr>
<tr>
<td><strong>Note</strong>: $11,379.04 decrease in fees collected in 2017</td>
</tr>
<tr>
<td><strong>Note</strong>: Decrease of 94 inspections performed in 2017</td>
</tr>
<tr>
<td><strong>Note</strong>: Decrease of 1 project began in 2017</td>
</tr>
<tr>
<td><strong>Note</strong>: Increase of 2 commercial construction permits issued in 2017</td>
</tr>
<tr>
<td><strong>Note</strong>: Decrease of 7 single family dwelling permits issued in 2017</td>
</tr>
<tr>
<td><strong>Note</strong>: No change</td>
</tr>
<tr>
<td><strong>Note</strong>: Increase of 7 manufactured home permits issued in 2017</td>
</tr>
<tr>
<td><strong>Note</strong>: Increase of 9 addition permits issued in 2017</td>
</tr>
<tr>
<td><strong>Note</strong>: No Change</td>
</tr>
<tr>
<td><strong>Note</strong>: Decrease of 11 remodel/repair permits issued in 2017</td>
</tr>
<tr>
<td><strong>Note</strong>: Decrease of 12 miscellaneous permits issued in 2017</td>
</tr>
<tr>
<td><strong>Note</strong>: Decrease of 4 electrical permits issued in 2017</td>
</tr>
<tr>
<td><strong>Note</strong>: Decrease of 5 plumbing permits issued in 2017</td>
</tr>
<tr>
<td><strong>Note</strong>: Decrease of 4 mechanical permits issued in 2017</td>
</tr>
<tr>
<td><strong>Note</strong>: Increase of 12 gas permits issued in 2017</td>
</tr>
</tbody>
</table>

*Projects from 2016 increasing values: Helena, KCOC, Menokin, Packett Apartments, Farnham Manor, Rappa Point Re-Construction
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Land Use Permits Comparison Report

<table>
<thead>
<tr>
<th></th>
<th>2016</th>
<th>2017</th>
<th>No Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Applications</td>
<td>135</td>
<td>135</td>
<td></td>
</tr>
<tr>
<td>Reviewed:</td>
<td>80</td>
<td>86</td>
<td>Increase of 6 zoning permits reviewed in 2017</td>
</tr>
<tr>
<td></td>
<td>Total Zoning Permits Reviewed: 80</td>
<td>Total Zoning Permits Reviewed: 86</td>
<td></td>
</tr>
<tr>
<td>Site Plans Reviewed:</td>
<td>0</td>
<td>0</td>
<td>No change</td>
</tr>
<tr>
<td></td>
<td>Total Site Plans Reviewed: 0</td>
<td>Total Site Plans Reviewed: 0</td>
<td></td>
</tr>
<tr>
<td>E &amp; S Agreements</td>
<td>17</td>
<td>17</td>
<td>No change</td>
</tr>
<tr>
<td>Reviewed:</td>
<td>17</td>
<td>17</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total E &amp; S Agreements Reviewed: 17</td>
<td>Total E &amp; S Agreements Reviewed: 17</td>
<td></td>
</tr>
<tr>
<td>Plans Reviewed:</td>
<td>6</td>
<td>8</td>
<td>Increase of 2 E &amp; S plans reviewed in 2017</td>
</tr>
<tr>
<td></td>
<td>Total E &amp; S Plans Reviewed: 6</td>
<td>Total E &amp; S Plans Reviewed: 8</td>
<td></td>
</tr>
<tr>
<td>Subdivisions</td>
<td>25</td>
<td>17</td>
<td>Decrease of 8 subdivisions reviewed in 2017</td>
</tr>
<tr>
<td>Reviewed:</td>
<td>25</td>
<td>17</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total Subdivisions Reviewed: 17</td>
<td>Total Subdivisions Reviewed: 17</td>
<td></td>
</tr>
<tr>
<td>Special Exceptions</td>
<td>4</td>
<td>1</td>
<td>Decrease of 3 special exception requests in 2017</td>
</tr>
<tr>
<td>Requested:</td>
<td>4</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Variances Requested:</td>
<td>1</td>
<td>4</td>
<td>Increase of 3 variances requested in 2017</td>
</tr>
<tr>
<td></td>
<td>Total Variances Requested: 1</td>
<td>Total Variances Requested: 4</td>
<td></td>
</tr>
<tr>
<td>Re-Zonings Requested:</td>
<td>2</td>
<td>2</td>
<td>No change</td>
</tr>
<tr>
<td></td>
<td>Total Re-Zonings Requested: 2</td>
<td>Total Re-Zonings Requested: 2</td>
<td></td>
</tr>
<tr>
<td>Appeal of Land Use</td>
<td>0</td>
<td>0</td>
<td>No change</td>
</tr>
<tr>
<td>Administrator’s Decision: 0</td>
<td>Total Appeal of Land Use Administrator’s Decision: 0</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**The above information indicates applications filed and reviewed during that year, not necessarily finalized in that year.

VOLUNTEER FIRE DEPARTMENT / EMERGENCY SERVICES

Mitch Paulette shared the following report on behalf of the Volunteer Fire Department:

Warsaw: 19 total calls – 1 EMS Assist
Farnham: 8 total calls
Newland: 7 total calls – 2 EMS Assist

Year end call summary:

Motor vehicle accidents: 96
EMS assist: 71
Landing Zones: 24
Fire Alarms: 23
Structure Fires: 22
Vehicle Fires: 10
Provided aid to other counties: 9

Mitch Paulette presented the following EMS report for the month of December, 2017: 114 calls in Richmond County; 3 calls for mutual aide into Richmond County and 3 fly outs. The EMS department attended the Warsaw Christmas Parade and also did a 2 hour shift with the Salvation Army as bell ringers on December 23rd.
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Tammy McDaniel notified the Board that the EMT class started on December 30th and has 17 students enrolled. The Auxiliary Program has 6 members, 5 that are current students and 1 fully certified EMT-Advanced provider. Mrs. McDaniel advised that the Hybrid EMT class would consist of online course work, psychomotor skills practice in person and clinical ride along time (totally 156 hours). The students will meet once a week and occasional Saturdays. Mrs. McDaniel continued to note that successful students will be eligible to test for certification with NREMT. Currently 6 students are members of the RCVFD. Upon completion of the course the students would potentially increase the amount of first responders in the County.

Mr. Quicke thanked the EMS department for taking his idea and putting it into place to form the Auxiliary group and offer the EMT class. Mr. Quicke also is looking forward to other groups using the classroom at the old Richmond County School Board. The EMT classes are being held in the classroom, which lends a useable space for this type of activity.

PUBLIC COMMENT

Richard Muncie from the Friends of the Rappahannock Group addressed the Board and offered thanks to Richard English for his work keeping up with the Virginia True project. This project’s size and scale never before seen by Richmond County, but it is also taking place on a very sensitive vertical cliff over-looking the Rappahannock River. Mr. Muncie expressed concern that the Virginia True team lacks the sufficient engineering expertise to address the environmental challenges ahead to turn the Virginia True concept into a reality. Mr. Muncie confirmed that the Friends of the Rappahannock Group would offer tools and information to assist the County staff in effectively overseeing this project. Furthermore, Mr. Muncie commented on the loss of the $7,000.00 from the vineyard property mentioned earlier. Even though it was considered a loss, this property will also never be shown in any of the costs associated with the County. Mr. Muncie noted that the acquisition of this property will enhance opportunities for tourism in the County.

Joe McCauley with the Chesapeake Conservancy is very familiar with implications of the County of removing land parcels from the tax roll and is working alongside other non-profit groups to encourage Congress to fully fund the refuge revenue sharing program. Mr. McCauley understands that Counties will not be supportive of additional refuge acquisition until the refuge revenue sharing program is fully funded. Mr. McCauley commended entrepreneurs like Mr. Emery that work to preserve and utilize historic resources, including Mt. Airy. Mr. McCauley was interested to hear Mr. English’s report about Virginia True project and the unpermitted land clearing. He was concerned about processes put into place that will prevent increased erosion potential for the property. Mr. McCauley was disappointed about the loss of tree canopy near the bluff which is extremely important for the bald eagle life year around. He felt that the most disturbing aspect was the careless disregard for what may be underground in and around the project site. It is highly probably there are artifacts underground from thousands of years ago those resources are permanently compromised anywhere that the land has been cleared. Mr. McCauley is hopeful that the developers would take the time to investigate funds possibly available to do archeological research before all of the areas are completely destroyed.
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Shari Faina approached the Board with two topics that she is concerned about - Animal Shelter and Library. Mrs. Faina shared summary sheets with the Board that are attached as Exhibit I.

Mrs. Faina was appalled with the status of the animal shelter and would like to have background information on the plans and bids received.

Mrs. Faina encouraged the Board to begin thinking about a public library instead of depending upon the Rappahannock Community College library.

**MR. TAYLOE EMERY – EVENT**

Tayloe Emery approached the Board and asked for approval on a bluegrass event to be held at Mount Airy on June 30, 2018. The event would be similar to the event held last year, wherein a portion of the proceeds would be donated to Friends of the Rappahannock. Chairman Sanders asked Mr. Emery to present a written statement to the Board and the event approval would be voted on at the public hearing portion of the meeting.

Mr. Pemberton asked how much money was donated to the Friends of the Rappahannock last year. Mr. Emery advised that the total proceeds (five to six thousand dollars) was donated from the event in 2017.

**SWEARING IN OF RE-ELECTED BOARD MEMBERS**

Cheryl B. Pierson, Clerk of the Circuit Court, swore in Bobby Pemberton and Richard Thomas, re-elected Board Members.

**OLD BUSINESS**

**FONES CLIFFS – COMPLIANCE UPDATE**

Richard English, Environmental Compliance Agent for Richmond County was in attendance at the meeting to give the Board an update on the Virginia True project. Mr. English noted that after the stop work order was issued, he received a tentative plan from Steve King at SilverCore which included areas of planned further clearing. Mr. English notified Mr. King that the project needed to be brought into compliance prior to any other work being started at the site and a new plan has been submitted. Since the stop work order was issued, work has been done on the site such as installation of silt fence along the river edge, seeding and strawing. The submitted plan to date has not been approved as Mr. English advised that sediment basins and sediment traps still need to be installed in some areas. Mr. English concluded with advising the Board that DEQ had issued a warning letter in relation to stormwater management items.

Chairman Sanders asked with the approaching rain events, would there be any problem with the areas disturbed. Mr. English noted that there are two “hot spots” that do drain into the wetlands that would be of concern.
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Mr. Quicke noted that stormwater management for areas 2,500 sq. ft to one acre can be handled at the County level and anything more would be handled through DEQ. Mr. Quicke will have another update in February.

NEW BUSINESS

FY19 BUDGET PRESENTATION

Mr. Quicke gave a presentation to kick off the upcoming budget season, detailing the current fiscal year status as well as looking ahead to the preparation of the upcoming FY19 budget. Mr. Quicke asked for input from the Board Members on any issues and direction they may have working towards building a balanced and responsible budget for the County.

A copy of the presentation may be viewed on the Richmond County website.

ONGOING PROJECTS

CONSTRUCTION UPDATE

Mr. Quicke advised that new bids for the EMS Facility and Bus Garage are due on January 11th at 2:00 p.m. The bids will be submitted as two separate amounts and one combined amount.

FEDERAL ENGINEERING RADIO STUDY UPDATE

Mr. Quicke notified the Board that with the holidays, it has been difficult finding a time to get everyone at the same table to discuss the details of the Radio contract with King and Queen and Essex Counties.

WALNUT STREET PROPERTY - UPDATE

Mr. Quicke advised that painting bids are due back to the County on Friday, January 19th.

MONTHLY APPROPRIATIONS – RICHMOND COUNTY DEPARTMENT OF SOCIAL SERVICES

"On a motion made by Richard E. Thomas, the Board voted: F. Lee Sanders – aye; Richard E. Thomas – aye; William C. Herbert, II – aye; J. David Parr – aye; Robert B. Pemberton – aye: to appropriate $85,600.00 to the Richmond County Department of Social Services for the month of February, 2018."

MONTHLY APPROPRIATIONS – RICHMOND COUNTY PUBLIC SCHOOLS

"On a motion made by William C. Herbert, II, the Board voted: F. Lee Sanders – aye; Richard E. Thomas – aye; Robert B. Pemberton – aye; William C. Herbert, II – aye; J. David Parr - aye: to appropriate $1,339,971.00 to the Richmond County School Board for the month of February, 2018."
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APPROVAL OF MINUTES – DECEMBER 14, 2017

"On a motion made by William C. Herbert, II, the Board voted: F. Lee Sanders – aye; Richard E. Thomas – aye; William C. Herbert, II – aye; J. David Parr – aye; Robert B. Pemberton – aye: to approve the minutes from the December 14, 2017 meeting."

OTHER BUSINESS

Mr. Thomas asked if signs could be generated to be used as notice on properties that have a pending zoning application.

Mr. Parr offered thanks to VDOT for their work throughout the snow event and also thanked Mr. Paulette and Ms. McDaniel for their work with the auxiliary program. Mr. Parr showed appreciation to Richard English for his update on Fones Cliff.

RECESS

Chairman Sanders recessed the meeting until 7:00 p.m. for an advertised Public Hearing.

RECONVENE MEETING ON JANUARY 11, 2018 AT 7:00 P.M. – PUBLIC HEARING

Present: F. Lee Sanders, Chairman
Richard E. Thomas, Vice-Chairman
Robert B. Pemberton, Member
William C. Herbert, II, Member
J. David Parr, Member

Also Present: R. Morgan Quicke, County Administrator
Hope Mothershead, Administrative Assistant
Barry Sanders, Director of Code Administration
Kerry Hutcherson
Zack Ivey
John W. Lewis
Turner Smith
J. D. Dawson, Jr.
Fred Wayne Mothershead

Chairman Sanders called the meeting back to order.

PUBLIC HEARING

In accordance with Section 15.2-2204 of the Code of Virginia, 1950 as amended and pursuant to Section 15.2-2310 of the Code of Virginia, 1950 as amended, the Richmond County Board of Supervisors hereby give notice that a Public Hearing will be held starting at 7:00 p.m., Thursday,
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January 11, 2018 in the Richmond County Public Meeting Room, 101 Court Circle, Warsaw, Virginia 22572. The purpose of the Public Hearing is to consider the following:

Par 5 Development Group, LLC, as agent for Performance One, L.C., proposes to rezone 2.363 acres (further identified as Tax Map No. 32-146C), located on History Land Highway, Farnham, VA, from Agricultural, General (A-1) to Business, General (B-1) for the purpose of the establishment of a Dollar General commercial retail store.

Barry Sanders shared the following background information:

- Performance One, L.C. owns a 2.4 +/- acre parcel of land located adjacent to 438 N. Farnham Church Road, Farnham, VA
- The applicant, Par 5 Development Group, LLC, is Dollar General’s preferred developer for stores in Virginia.
- The parcel is a triangular parcel fronting History Land Highway and North Farnham Church Road. The parcel is currently zoned A-1.
- Par 5 Development Group has applied for a re-zoning to Business, General (B-1), which would ultimately allow for the retail business of Dollar General.

Mr. Sanders shared the following Narrative submitted with the rezoning application:

NARRATIVE:
Concerning the application of Par 5 Development Group, L.L.C. for rezoning of TMP 32-146-C (the “Property”)

The Owner
Performance One, LLC (the “Owner”) is the current owner of Richmond County TMP 32-146-C (the “Property”).

The Applicant
The Applicant is Par 5 Development Group, L.L.C., a North Carolina limited liability company. The Applicant is Dollar General’s preferred developer for Dollar General retail stores in Virginia. The Applicant is under contract dated August 23, 2017 to purchase the Property from the Owner, and Section 22 of the aforesaid contract provides the Owner’s consent for the Applicant to make applications for any and all governmental permits (including this rezoning application) necessary for Applicant’s intended use.

The Property
The Property is a triangular parcel fronting on both US Route 3 (History Land Highway) and VA Route 692 (North Farnham Church Road). The Property is currently zoned A-1 (Agricultural) and is currently vacant except for a billboard located at the southeastern tip of the Property. The parcel located to the northwest is zoned B-1 and is the site of an existing business, but much of the surrounding area is rural and includes a few residences, farms, and forests. The Property is located within Flood Zone X, which is outside of the 0.2% chance floodplain, and no wetlands, lakes, streams, rivers, RMA/RPAs are located within the Property.

The Requested Rezoning and Proposed Use
The Applicant requests rezoning of the Property from A-1 (Agricultural) to B-1 (Business), and upon successful rezoning of the Property, the Applicant intends to purchase the Property and develop it as the site for a Dollar General retail store, which the Applicant will lease to Dollar General.

Comprehensive Plan Consistency
The Property is adjacent to a parcel that is zoned B-1 and it is located within the area designated on the Richmond County Comprehensive Plan’s Future Land Use Map as the Farnham Rural Village. The Comprehensive Plan recommends a mix of residential, commercial, industrial, civic, and open-space uses in Rural Villages. It also
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recommends that "Commercial uses in a village should provide convenient shopping for residents while also creating job opportunities."

Fiscal Impacts
This store will expand the commercial tax base, which is important in creating diversified revenue streams and for keeping residential tax rates low. Construction of the store will invest over $1M in the Property and the County generally, which will significantly increase real estate 2 tax revenue for the County and business opportunities for local contractors (the Applicant oversees general contracting for its developments, and the Applicant gives priority to local contractors wherever possible). Annual gross receipts for this store are estimated to be approximately $1.1M/year, which will generate additional revenue via County retail taxes. The Dollar General store will employ 6-8 employees and provide full benefits and advancement opportunities.

Traffic Impacts
The Applicant is working closely with VDOT and County staff to create a General Development Plan (described further below) and a plan of development (site plan) that appropriately addresses impacts on traffic and adjacent properties.

Stormwater Management
Post-development stormwater will be managed on-site in a stormwater management area located on the southern portion of the Property.

Site Design and Architecture
In order to address impacts to adjacent properties and the County in general, the Applicant has included in its application for rezoning a draft of proposed proffered conditions and a General Development Plan ("GDP") that addresses site design. The Property will be developed as generally shown on the GDP. Lighting will be designed so that light sources are shielded from direct view from any adjoining residential or agricultural parcel and public rights-of-way, and landscaping will be provided along all boundaries of the Property that adjoin agricultural or residential uses to minimize visual impacts.

Mr. Sanders continued to note that staff recommends granting the re-zoning request based on the following:

- The requested rezoning is consistent with the Comprehensive Plan "Richmond County Future Land Use 2020", together with being consistent with the definition of "Rural Villages".
- The construction of the store will make an investment in the County and offer job opportunities.
- The owner has offered additional landscaping and specific lighting so as to decrease any impact on the adjacent residential properties.
- The Planning Commission unanimously recommended approval of the re-zoning on December 11, 2017.

Bobby Pemberton inquired about responses from adjoining landowners. Mr. Sanders noted that no responses were received.

Kerry Hutcherson, Attorney for Par 5 Development advised the Board members that the Dollar General project would provide jobs and economic development to the area.

David Parr asked about the typical work hours. Mr. Hutcherson noted that typical hours are from 8:00 a.m. to 10:00 p.m., 7 days per week.
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Richard Thomas inquired about Rt. 3 setbacks in place for a future corridor. Mr. Hutcherson mentioned that Par 5 has been working with VDOT. Mr. Quicke noted that all improvements are 100 ft. off of the righ: of way which will allow adequate space.

Chairman Sanders opened the floor to the public.

Mr. Turner Smith noted that in his time of growing up in Farnham, there were many thriving businesses in the area. Mr. Smith shared excitement about Dollar General coming to the area as his mother and many others in the neighborhood could benefit from the store. Mr. Smith thanked the Board for the consideration of the project.

With no further comments from the public, Chairman Sanders closed the public hearing.

Mr. Herbert felt that the project was a great idea for Richmond County and hopes that it will be the beginning of Farnham being a real thriving community again.

Mr. Thomas expressed the following, “There are concerns and challenges to this proposal. As a small family business owner and a Board member, I am here to serve and to meet the needs of the people. My concerns and challenges are how to maintain a balance between local small businesses staying in operation and corporate businesses coming to the area.”

“On a motion made by William C. Herbert, II, the Board voted: F. Lee Sanders – aye; Richard E. Thomas – aye; William C. Herbert, II – aye; J. David Parr – aye; Robert B. Pemberton – aye: to approve the proposed re-zoning of the subject parcel from Agriculture, General (A-1) to Business, General (B-1) for the purpose of the establishment of a Dollar General commercial retail store, including preferred conditions attached hereto as Exhibit II.”

MUSIC FESTIVAL

Mr. Quicke advised that Mr. Tayloe Emery provided an email asking for approval of a music festival as noted in the morning session of the meeting. Mr. Pemberton shared that he was in attendance at the last music festival and it was a success. Mr. Parr asked about the event being private versus a benefit for a non-profit group. Chairman Sanders noted that if the event was private, the ordinance would need to be followed involving police and EMS. Mr. Emery intends to donate a portion of the proceeds from the event to the Friends of the Rappahannock.

“On a motion made by Robert B. Pemberton, the Board voted: F. Lee Sanders – aye; Richard E. Thomas – aye; William C. Herbert, II – aye; J. David Parr – aye; Robert B. Pemberton – aye: to approve the request, allowing a Music Festival to be held at Mount Airy on June 30, 2018.”

OTHER

Mr. Quicke advised that construction bids were received from three companies (Haley Builders, Norman Company and M. L. Bell Construction). To allow time for review of the bids prior to
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awarding the contract, Mr. Quicke suggested that the meeting be recessed until Wednesday, January 24, 2018 at 6:00 p.m. wherein bids could be discussed and decided upon.

The consensus of the Board members was to continue the meeting and reconvene on January 24, 2018 at 6:00 p.m.

RECESS

Chairman Sanders recessed the meeting until January 24, 2018 at 6:00 p.m.

RECONVENE MEETING ON JANUARY 24, 2018 AT 6:00 P.M.

Present: F. Lee Sanders, Chairman  
Richard E. Thomas, Vice-Chairman  
Robert B. Pemberton, Member  
William C. Herbert, II, Member  
J. David Parr, Member

Also Present: R. Morgan Quicke, County Administrator  
Hope Mothershead, Administrative Assistant  
Mitch Paulette, Captain, Emergency Services  
Approximately 4 others

Chairman Sanders called the meeting back to order and turned the meeting over to Mr. Quicke.

REVIEW OF PROJECT BIDS / BUS GARAGE PAYMENT PLAN / APPROVAL OF CONTRACT

Mr. Quicke noted that the two projects moving forward were the EMS facility and the Bus Garage. New bids were received for the project from M. L. Bell Construction, Norman Company and Haley Builders. M. L. Bell Construction, as noted on the bid chart was the lowest bidder for the combined projects.

RICHMOND COUNTY PROJECTS  
EMS / BUS GARAGE  
Bids Due: 1-11-18

<table>
<thead>
<tr>
<th>Project Bidders</th>
<th>EMS</th>
<th>Bus Garage</th>
<th>EMS / Bus Garage, Combined</th>
</tr>
</thead>
<tbody>
<tr>
<td>M. L. Bell Construction</td>
<td>1,568,465</td>
<td>475,935</td>
<td>1,998,900</td>
</tr>
<tr>
<td>Norman Company</td>
<td>1,563,082</td>
<td>486,804</td>
<td>2,009,196</td>
</tr>
<tr>
<td>Haley Builders</td>
<td>1,549,000</td>
<td>494,500</td>
<td>2,030,000</td>
</tr>
</tbody>
</table>
Gap financing for the bus garage was discussed with details set forth below:

<table>
<thead>
<tr>
<th>Bus Garage Loan Worksheet</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Price</td>
</tr>
<tr>
<td>RCPS CIP Account</td>
</tr>
<tr>
<td>RCPS SPED Account</td>
</tr>
<tr>
<td>Cash balance</td>
</tr>
<tr>
<td>Difference</td>
</tr>
<tr>
<td>Loan Amount</td>
</tr>
<tr>
<td>6/30/2018 Payment</td>
</tr>
<tr>
<td>6/30/2019 Payment</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

**All Surplus to be used in in FY18 and as needed for FY19**

**Should FY18 and FY19 Surplus not complete payment, portion of FY20 Surplus to be used.**

**Complete FY18 General Fund Contribution of $129,000 to be paid back by June 30, 2018**

$228,000.00 Original Loan Amount

$129,000.00 Shelter Money Loaned

$99,000.00 General Fund Loaned

$228,000.00

$22,000.00 Additional Payback

$250,000.00 Total Payback

**Interest on 129,000 is 2.24%**

**Interest currently being paid by VIP for investment is 1.5%**

**Issuance fees for open market financing would be approximately $15,000 on $300,000**
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Mr. Thomas inquired if the School Board could pay extra towards the principal at any time. Mr. Quicke added that there would be no penalty for pre-payment.

Mr. Quicke noted that the contract presented was prepared with the help of the architects and the County Attorney. Pursuant to the contract, the Contractor shall achieve substantial completion of the entire work of the EMS building not later than 270 days and shall achieve substantial completion of the entire work for the Bus Garage not later than 240 days.

Mr. Quicke added that all disbursements would be handled through the County Finance Office as done for the previous school projects. Dr. Smith noted that the previous arrangement for payments worked well.

"On a motion made by Richard E. Thomas, the Board voted: F. Lee Sanders – aye; Richard E. Thomas – aye; William C. Herbert, II – aye; J. David Parr – aye; Robert B. Pemberton – aye; to award the proposed construction contract to M. L. Bell Construction, LLC”

Copy of Construction Contract attached as Exhibit III.

OTHER BUSINESS

Chairman Sanders shared with the Board the renderings of the medic unit as proposed from the EMS department. The following is a breakdown of the costs for such unit:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Medic Unit</td>
<td>$219,710</td>
</tr>
<tr>
<td>Auto Load Stretcher</td>
<td>17,337</td>
</tr>
<tr>
<td>Total Cost</td>
<td>$237,047</td>
</tr>
</tbody>
</table>

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>RSAF Stretcher Grant</td>
<td>$ 8,881</td>
</tr>
<tr>
<td>RSAF Medic Grant</td>
<td>107,430</td>
</tr>
<tr>
<td>USDA Grant</td>
<td>25,000</td>
</tr>
<tr>
<td>FY18 County Cont.</td>
<td>47,000</td>
</tr>
<tr>
<td>Total Revenue</td>
<td>188,311</td>
</tr>
</tbody>
</table>

Difference            $ 48,776

Mr. Quicke notified the Board that the truck will be ordered soon. He is in hopes that delivery of the truck coincides with completion of the new EMS facility.

ADJOURNMENT

After no further business, Chairman Sanders adjourned the meeting.

F. Lee Sanders, Chairman
Richmond County Board of Supervisors
Notes and Recommendations made to the Richmond County Board of Supervisors 01-11-18

Animal Shelter

➢ Friends of the Richmond County Animal Shelter will become a LLC Corporation and will hopefully have a 501(c)3 designation to encourage tax deductible contributions of money, time and talent. Any funds secured through this organization should be used for one-time purchases for the shelter or the animals. In no event should this corporation be responsible for operational costs, including staffing or upkeep.

➢ In addition I will begin to explore grant opportunities within the Animal Rescue Organizations.

➢ I strongly encourage the formation of a committee to ascertain the problems encountered with the planning and bidding process thus far for the shelter.

➢ I strongly encourage consideration of the creation of an Animal Control Board to administer the operation of the shelter.

➢ Although Chapter 65 of the Virginia Code specifies that dogs should be provided for in the shelter, it in no way dismisses the responsibility of municipalities to care for and protect other domestic, companion animals. READ CATS

➢ I have repeatedly made myself available and requested to be included in this issue. I have pretty much been ignored. USE ME.

THE INTENT OF THE Code is not up for debate. It is the LAW
Notes and Recommendations made to the Richmond County Board of Supervisors 01-11-18

Community Public Library

Every year the amount of tax dollars given to Rappahannock Community College so they can claim they are our County Library is renegotiated. In FY 2012 it was $79,160; FY2018 is $95,233.

For me, the most egregious points are:

- The Library on the RCC Campus is a Community College Library, not a Community Library. Their commitment is to their students, as it should be. Putting in a children's room does not make it a community library.

- The RCC Library does not use the Dewey Decimal System, a standard in all other libraries I have ever visited, including Undergraduate and Graduate Colleges Libraries my children (4) and I attended.

- You can't find the Library!!! Last I checked, there was no signage inside the building directing you to the "room." Entry is difficult, especially if you are disabled and have to walk from the parking lot. There is no parking!

- As an aside, last night I reviewed some information which troubles me deeply. It has to do with both the original agreement between this Board and the College and the subsequent agreement formulated in 2005. I am not privy to all of the details, and it is all confusing, but it appears to me that this Board has lost all control over the funds handed to the college, and they have full discretion to use them as they see fit as long as the Richmond County Board of Trustees agrees. The college also wins because it appears that from our relationship with them, they receive extra funding as a public library from the State.

Suggestions:

- I know there are legal agreements involved, and I don't know what must be done to undo them. I am, however, convinced they should be unraveled. The Library Board is established. They should be willing to do their jobs in a Richmond County Building.

- We have a $95,000 budget to build our own library. I think we can have our own Public Community Library with little or no additional costs to taxpayers. $95,000 will easily pay two salaries, buy some office machines and lots and lots of books, CD, Audio Books, etc.

- We have a property ready to go. It is adjacent to our school campuses, has fine parking and accessible to everyone. Add a few shelves, computers, a full-time librarian and assistant, then throw in some volunteers.

Walnut Street
Proffered Conditions

Richmond County Rezoning Application by
Performance One, LLC ("Owner") and Par 5 Development Group, L.L.C. ("Applicant")
Tax Map Parcel 32-146-C ("the Property")
November 11, 2017

The Owner and the Applicant in this case, pursuant to Section 15.2-2297 of the Code of
Virginia (1950 as amended) and the Zoning Ordinance of Richmond County, for
themselves and their respective successors or assigns, hereby proffer that the development
of the subject Property of this application shall be used in strict accordance with the
following conditions set forth in this submission, and only if, the request submitted
herewith is granted with only those conditions agreed to by the Applicant. In the event this
request is denied or approved with conditions not agreed to by the Applicant, the proffered
conditions shall immediately be null and void and of no further force or effect.

1. General Development Plan. The Property shall be developed in general
conformance with the “Rezoning General Development Plan,” made by Draper Aden Associates,
dated October 26, 2017, which is incorporated herein and attached hereto as EXHIBIT A.

2. Landscaping Plan. At the completion of construction, landscaping shall be installed
on the Property generally as shown on the landscaping plan attached hereto as “EXHIBIT A.”

3. Lighting. Lighting on the Property shall be directed and shielded so as not to glare
into any adjacent residential or agricultural properties or public rights-of-way.

Respectfully submitted,

R. Lee Pittman, Manager of
Par 5 Development Group, L.L.C.,
Applicant

Daniel H. Jones, Manager of
Performance One, LLC
Owner
 AGREEMENT made as of the 24 day of January in the year 2018.  
(In words, indicate day, month and year.)

BETWEEN the Owner:  
(Name, legal status, address and other information)  

Richmond County  
101 Court Circle  
P.O. Box 1000  
Warsaw, Virginia 22572  

Richmond County School Board (Bus Garage Only)  
92 Walnut Street  
P.O. Box 1507  
Warsaw, Virginia 22572  

and the Contractor:  
(Name, legal status, address and other information)  

M.L. Bell Construction, LLC  
11029 Richardson Road  
Ashland, Virginia 23005  
Telephone 804-752-6032  

for the following Project:  
(Name, location and detailed description)  

Richmond County EMS - Bus Garage  
Richmond County, Virginia  

Construction of two structures at different locations in Richmond County: a 6,750 square foot emergency services facility and a 4,800 square foot bus garage.  

The Architect:  
(Name, legal status, address and other information)  

Perretz & Young Architects, P.C., Professional Corporation  
10962 Richardson Road  
Suite J  
Ashland, VA 23005  
Telephone Number: 804-550-3098  
Fax Number: 804-550-1217  

The Owner and Contractor agree as follows.
TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS
2 THE WORK OF THIS CONTRACT
3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4 CONTRACT SUM
5 PAYMENTS
6 DISPUTE RESOLUTION
7 TERMINATION OR SUSPENSION
8 MISCELLANEOUS PROVISIONS
9 ENUMERATION OF CONTRACT DOCUMENTS
10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS
The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT
The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Inset the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed)

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner’s time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work for the EMS Building not later than 270 (Two Hundred Seventy) days from the date of commencement, and Substantial Completion of the entire Work for the Bus Garage not later than 240 (Two Hundred Forty Days) from the date of commencement. Final Completion shall be no later than 30 days from Substantial Completion of both projects.
TIME IS OF THE ESSENCE

Portion of Work                      Substantial Completion Date

subject to adjustments of this Contract Time as provided in the Contract Documents.

The Contractor will be assessed liquidated damages of One Thousand Dollars ($1000) per calendar day for failure to meet the schedule for Substantial Completion, and additional Liquidated damages of One Thousand Dollars ($1000) per calendar day for failure to meet the schedule for Final Completion of the total Work, time being of the essence of this provision. Notwithstanding the foregoing, in the event that the schedules for Substantial Completion and Final Completion of the Work are not met within 120 days after the respective dates therefor, time being of the essence of this provision, at no fault of the Owner or the Architect, the Owner shall have the right, but not the obligation, to terminate the Contract, retain another contractor to complete the Work and to recover whatever additional damages are suffered by the Owner as a result of such termination, including attorney's fees and costs. No delay by the Owner in enforcing its rights under the provision shall operate as a waiver thereof. The Owner and Contractor agree that these amounts are reasonable and proper measures of liquidated damages which the Owner will sustain per day by the failure of the Contractor to complete the Work at the stipulated times and are not to be construed in any sense as penalties. Contractor hereby waives any and all rights to contest this provision and any defense that this liquidated damages provision is unenforceable or invalid in any way or for any reason.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million Nine Hundred Ninety Eight Thousand Nine Hundred Dollars ($1,998,900.00 ), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)
Additional Excavation – For excavation of material, where authorized or directed, below or in addition to the levels required for the Work. Dispose of excavated material in an approved location off site. Backfill with imported structural fill material compacted per specifications. Credit or additions to the Contract Price for actual quantities removed and replaced (based on volume of material cut) shall be made per the Unit Price stated herein.

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cubic Yard</td>
<td>$44.00</td>
</tr>
</tbody>
</table>

ARTICLE 5 PAYMENTS
§ 5.1 PROGRESS PAYMENTS
§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

PAYMENTS
The Owner agrees to pay the Contractor from time to time as the work progresses, but not more frequently than once each month after the date of the Notice of Award or Notice to Proceed, and only after complying with the General Conditions and completion of an acceptable Certificate of Payment for the work performed during the preceding calendar month, ninety-five percent (95%) of the value of the labor performed and, subject to the requirements of the General Conditions, ninety-five percent (95%) of the value of materials furnished in place or on-site.

The Contractor shall supply such evidence of labor performed and materials furnished, as the Owner may desire, at time of request for the Certificate of Payment of account. Materials for which payment has been made cannot be removed from job site.

Retainage Reduction - Five percent (5%) of the earned amount shall be retained from each monthly payment until fifty percent (50%) of the dollar amount of the Contract has been earned. During the last fifty percent (50%) of the Contract, retainage may be reduced pursuant to applicable provisions of the General and Supplemental Conditions. At the Owner's discretion, timely progression of the Work and completeness of the Work, he may choose to reduce the amount of retainage held (on account of progress payments) as follows:
1. At fifty percent (50%) complete Construction milestone: Four percent (4%) withheld each progress payment.
2. Substantial Completion: Two and one-half percent (2-1/2%) withheld each progress payment until Final Completion.

§ 5.1.3

See Sections 9.3 through 9.6 of the Conditions of the Contract

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor’s Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
1. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
2. Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5%);
3. Subtract the aggregate of previous payments made by the Owner; and
4. Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

(Paragraphs Deleted)

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:
(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

Per Owner/Architect approval

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT
§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when
1. the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
2. a final Certificate for Payment has been issued by the Architect; and
3. all other terms of the Conditions of the Contract have been met.
§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

INDEBTEDNESS
Before final payment is made, the Contractor must submit evidence in the form of a final waiver of lien or claim to the Owner that all payroll, materials bills, subcontracts and outstanding indebtedness in connection with the Work have been paid or arrangements have been made for their payment.

Payment will be made without unnecessary delay and after receipt of such evidence as mentioned above and final acceptance of the Work by the Owner.

ARTICLE 5 DISPUTE RESOLUTION
§ 6.1 INITIAL DECISION MAKER
The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint another individual, not a party to this Agreement, to serve as Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

DISPUTES PERTAINING TO PAYMENT FOR WORK
Should disputes arise respecting the value of any work done, or any work omitted, or of any extra work which said Contractor may be required to perform, or respecting any other elements involved in this Contract, said dispute shall be brought to the attention of the Architect who will attempt to settle matters. If he/she is unsuccessful, the dispute will be brought to the attention of the Owner and their decision shall be final and conclusive.

§ 6.2 BINDING DISPUTE RESOLUTION
For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

[ ] Litigation in a court of competent jurisdiction

[ ] Other (Specify)

Refer to Article 15.4 Arbitration and Litigation in the Supplementary Conditions.

ARTICLE 7 TERMINATION OR SUSPENSION
§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.
ARTICLE 8 MISCELLANEOUS PROVISIONS
§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence hereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

As provided in Article 13.6 "Interest" of the General Conditions.

%

§ 8.3 The Owner's representative:
(Name, address and other information)

Mr. R. Morgan Quickie, County Administrator
Richmond County
101 Court Circle
P.O. Box 1000
Warsaw, Virginia, 22572
804-333-3415

Dr. James "Greg" Smith,
Richmond County Public Schools
92 Walnut Street
P.O. Box 1507
Warsaw, Virginia 22572
804-333-3681

§ 8.4 The Contractor's representative:
(Name, address and other information)

Mike Bell
M.L. Bell Construction, LLC
11029 Richardson Road
Ashland, Virginia 23005
804-752-6032

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS
§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.
§ 9.1.3 The Supplementary and other Conditions of the Contract:

<table>
<thead>
<tr>
<th>Document</th>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supplementary Conditions</td>
<td></td>
<td></td>
<td>46</td>
</tr>
</tbody>
</table>

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Included in drawings

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
</table>

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)
See Attachment A

<table>
<thead>
<tr>
<th>Number</th>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
</table>

§ 9.1.6 The Addenda, if any:

<table>
<thead>
<tr>
<th>Number</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>January 5, 2018</td>
<td>1</td>
</tr>
</tbody>
</table>

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

Refer to Article 1.1.1 of the Supplementary Conditions.

.2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instruction to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS
The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

<table>
<thead>
<tr>
<th>Type of Insurance or bond</th>
<th>Limit of liability or bond amount ($0.00)</th>
</tr>
</thead>
</table>

Init.  

User Notes: (3994A0607)
This Agreement entered into as of the day and year first written above.

OWNER (Signature)  
(Printed name and title)

CONTRACTOR (Signature)  
(Printed name and title)

OWNER (Signature)  
(Printed name and title)
Additions and Deletions Report for
AIA® Document A101™ – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:23:46 on 01/24/2018.

PAGE 1

AGREEMENT made as of the 24 day of January in the year 2018

... Richmond County
101 Court Circle
P.O. Box 1000
Warsaw, Virginia 22572

... Richmond County Schoo Board (Bus Garage Only)

... 92 Walnut Street

... P.O. Box 1507

... Warsaw, Virginia 22572

... M.L. Bell Construction, LLC
11029 Richardson Road
Ashland, Virginia 23005
Telephone 804-752-6037

... Richmond County EMS - Bus Garage
Richmond County, Virginia
Construction of two structures at different locations in Richmond County: a 6,750 square foot emergency services facility and a 4,800 square foot bus garage.

Perretz & Young Architects, P.C., Professional Corporation
10962 Richardson Road
Suite J
Ashland, VA 23005
Telephone Number: 804-550-3098
Fax Number: 804-550-1217

PAGE 2

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work for the EMS Building not later than 270 (Two Hundred Seventy) days from the date of commencement; or as follows: and Substantial Completion of the entire Work for the Bus Garage not later than 240 (Two Hundred Forty Days) from the date of commencement. Final Completion shall be no later than 30 days from Substantial Completion of both projects.

PAGE 3

TIME IS OF THE ESSENCE

The Contractor will be assessed liquidated damages of One Thousand Dollars ($1000) per calendar day for failure to meet the schedule for Substantial Completion, and additional Liquidated damages of One Thousand Dollars ($1000) per calendar day for failure to meet the schedule for Final Completion of the total Work, time being of the essence of this provision. Notwithstanding the foregoing, in the event that the schedules for Substantial Completion and Final Completion of the Work are not met within 120 days after the respective dates therefor, time being of the essence of this provision, at no fault of the Owner or the Architect, the Owner shall have the right, but not the obligation, to terminate the Contract, retain another contractor to complete the Work and to recover whatever additional damages are suffered by the Owner as a result of such termination, including attorney's fees and costs. No delay by the Owner in enforcing its rights under the provision shall operate as a waiver thereof. The Owner and Contractor agree that these amounts are reasonable and proper measures of liquidated damages which the Owner will sustain per day by the failure of the Contractor to complete the Work at the stipulated times and are not to be construed in any sense as penalties. Contractor hereby waives any and all rights to contest this provision and any defense that this liquidated damages provision is unenforceable or invalid in any way or for any reason.

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million Nine Hundred Ninety Eight Thousand Nine Hundred Dollars (§1,998,900.00), subject to additions and deductions as provided in the Contract Documents.

PAGE 4
Additional Excavation – For
cubic yard
excavation
of material, where authorized or
directed,
below or in addition to the levels
required for
the Work. Dispose of excavated
material in
an approved location off site. Backfill
with
imported structural fill material
compacted
per specifications. Credit or additions
to the
Contract Price for actual quantities
removed
and replaced (based on volume of
material
cut) shall be made per the Unit Price
stated herein.

PAYMENTS

§ 5.4.1.3 Provided that an Application for Payment is received by the Architect not later than the—day of a month, the Owner agrees to pay the Contractor from time to time as the work progresses, but not more frequently than once each month after the date of the Notice of Award or Notice to Proceed, and only after complying with the General Conditions and completion of an acceptable Certificate of Payment for the work performed during the preceding calendar month, ninety-five percent (95%) of the value of the labor performed and, subject to the requirements of the General Conditions, ninety-five percent (95%) of the value of materials furnished in place or on-site.

The Contractor shall supply such evidence of labor performed and materials furnished, as the Owner may desire, at time of request for the Certificate of Payment of account. Materials for which payment has been made cannot be removed from job site.

shall make payment of the certified amount to the Contractor not later than the—day of the—month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than (—) days after the Architect receives the Application for Payment. Retainage Reduction - Five percent (5%) of the earned amount shall be retained from each monthly payment until fifty percent (50%) of the dollar amount of the Contract has been earned. During the last fifty percent (50%) of the Contract, retainage may be reduced pursuant to applicable provisions of the General and Supplemental Conditions. At the Owner's discretion, timely progression of the Work and completion of the Work, he may choose to reduce the amount of retainage held (on account of progress payments) as follows:


User Notes:
1. At fifty percent (50%) complete Construction milestone: Four percent (4%) withheld each progress payment.

... 

(Federal, state or local laws may require payment within a certain period.)

2. Substantial Completion: Two and one-half percent (2.5%) withheld each progress payment until Final Completion.

...

§ 5.1.3

...

See Sections 9.3 through 9.6 of the Conditions of the Contract

...

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™—2007, General Conditions of the Contract for Construction;

...

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5%);

...

§ 5.4.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

...

.4—Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims, and

...

(Section 9.8.3 of AIA Document A201™—2007 requires release of applicable retainage upon Substantial Completion of Work with consent of owner, if any.)

...

.2—Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201™—2007.
Per Owner/Architect approval

2 a final Certificate for Payment has been issued by the Architect; and

3 all other terms of the Conditions of the Contract have been met.

PAGE 6

INDEBTEDNESS

Before final payment is made, the Contractor must submit evidence in the form of a final waiver of lien or claim to the Owner that all payrolls, materials bills, subcontracts and outstanding indebtedness in connection with the Work have been paid or what arrangements have been made for their payment.

Payment will be made without unnecessary delay and after receipt of such evidence as mentioned above and final acceptance of the Work by the Owner.

DISPUTES PERTAINING TO PAYMENT FOR WORK

Should disputes arise respecting the value of any work done, or any work omitted, or of any extra work which said Contractor may be required to perform, or respecting any other elements involved in this Contract, said dispute shall be brought to the attention of the Architect who will attempt to settle matters. If he/she is unsuccessful, the dispute will be brought to the attention of the Owner and their decision shall be final and conclusive.

[X] Litigation in a court of competent jurisdiction

Refer to Article 15.4 Arbitration and Litigation in the Supplementary Conditions.

PAGE 7
As provided in Article 13.6 "Interest" of the General Conditions.

... 

Mr. R. Morgan Quicke, County Administrator  
Richmond County  
101 Court Circle  
P.O. Box 1000  
Warwick, Virginia 22572  
804-333-3415  

Dr. James "Greg" Smith  
Richmond County Public Schools  
92 Walnut Street  
P.O. Box 1507  
Warwick, Virginia 22572  
804-333-3681  

... 

Mike Bell  
M.L. Bell Construction, LLC  
11029 Richardson Road  
Ashland, Virginia 23005  
804-752-6032  

PAGE 8  

Supplementary Conditions  

... 

Included in drawings  

... 

See Attachment A  

... 

January 5, 2018  

... 

Refer to Article 1.1.1 of the Supplementary Conditions.

... 

Insurance and bond requirements are set forth in the Supplementary Conditions, Article 11.
Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:23:46 on 01/24/2018 under Order No. 6010012650 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)