



AGENDA
PUBLIC HEARING
Richlands Town Hall
November 12, 2024
5:30pm

- I. Call the Meeting to Order
- II. Invocation
- III. Pledge of Allegiance
- IV. Receive Public Comment in regard to the creation of a new R-3 Zone as well as changes to the current R-2 Zone.
- V. Close Public Comment Period
- VI. Adjourn Public Hearing



NOTICE OF JOINT PUBLIC HEARING
BY THE TOWN COUNCIL AND THE PLANNING COMMISSION
OF THE TOWN OF RICHLANDS, VIRGINIA

Notice is hereby given that on November 12, 2024, beginning at 5:30 p.m. or as soon thereafter as may be heard, the Town Council along with the Planning Commission of the Town of Richlands, Virginia (the "Town") will hold a joint public hearing to receive public comment in regards to creation of a new R-3 Zone as well as changes to the current R-2 Zone.

The joint public hearing, which may be continued or adjourned, will be held before the Town Council and the Planning Commission at the Town Hall, located at 200 Washington Square, Richlands, Virginia 24641. Any person interested in the Zoning proposed changes may appear at the hearing, and may present comments. The Town Council may set time limits on speakers and other rules and procedures for the conduct of this public hearing. Written comments regarding the proposed changes may be delivered or mailed to the Town Council prior to the public hearing in care of the Town Manager at the address above or given to the Town Council during the hearing.

TOWN OF RICHLANDS, VIRGINIA
Jason May, Town Manager



AGENDA
PUBLIC HEARING
Richlands Town Hall
November 12, 2024
5:45pm

- I. Call the Meeting to Order
- II. Invocation
- III. Pledge of Allegiance
- IV. Receive Public Comment in regard to proposed changes to the Town Charter.
- V. Close Public Comment Period
- VI. Adjourn Public Hearing



NOTICE OF PUBLIC HEARING
BY THE TOWN COUNCIL OF THE
TOWN OF RICHLANDS, VIRGINIA

Notice is hereby given that on November 12, 2024, beginning at 5:45 p.m. or as soon thereafter as may be heard, the Town Council of the Town of Richlands, Virginia (the "Town") will hold a public hearing to receive public comment and to consider the adoption of proposed Charter changes to the current Town Charter of the Town of Richlands.

The public hearing, which may be continued or adjourned, will be held before the Town Council at the Town Hall, located at 200 Washington Square, Richlands, Virginia 24641. Any person interested in the Town Charter proposed changes may appear at the hearing, and may present comments. The Town Council may set time limits on speakers and other rules and procedures for the conduct of this public hearing. Written comments regarding the proposed changes may be delivered or mailed to the Town Council prior to the public hearing in care of the Town Manager at the address above or given to the Town Council during the hearing.

TOWN OF RICHLANDS, VIRGINIA
Jason May, Town Manager



AGENDA

TOWN COUNCIL MEETING

At Richlands Town Hall

November 12, 2024

6:00 P.M.

- I. Call meeting to Order
- II. Invocation
- III. Pledge of Allegiance
- IV. Additions/Deletions to Agenda
- V. Authorization to Pay Bills (October)
- VI. Minutes –October 8, 2024- Regular Scheduled Meeting
- VII. Scheduled Public Comments (5 Minute Max)
- VIII. Unscheduled Public Comments (3 Minute Max)
- IX. Agenda Items
 - a. Creation of Tourism Zone O-2024-11-01 (2nd reading)
 - b. Creation of Technology Zone-O-2024-11-02 (2nd reading)
 - c. Amendments of Zoning O-2024-12-01 (First Reading)
 - d. Creation of R-3 Zone O-2024-12-02 (First Reading)
 - e. Creation of Solar Ordinance O-2024-11-03 (2nd reading)
 - f. Tobacco Commission Grant/Loan Acceptance
 - g. Proposed Charter Changes
 - h. Imagination Library MOU
 - i. Creation of Generator Capital Account O-2024-12-04 (First Reading)
 - j. Little League MOU
 - k. RYBC MOU

- l. Section House RFP
 - m. Repeal of Rec Commission O-2024-12-03 (First Reading)
 - n. McGill Contract
- X. Monthly Financial Report
- XI. Attorney Report
 - a. Opioid Settlement
- XII. Town Manager Report
 - a. Loader Insurance
 - b. Events-Calendar for 2025
 - c. Economic Development Surveys
 - d. Veteran's Day Event update/Small Business Saturday
 - e. Big Creek RR Crossing
 - f. Generator Project
- XIII. Council Members Report
 - a. Laura Mollo
 - b. Jan White
 - c. Jordan Bales
 - d. Rick Wood
 - e. Gary Jackson
 - f. Seth White
- XIV. Mayor's Comments
- XV. Executive Closed Session -Consultation with Legal Counsel pursuant to Virginia Code Section 2.2-3711(A) (8) regarding Personnel, Teen Venture, Cell Phone Tower Contract, Planning Commission, Cedar Bluff Agreement and Pocohontas Land.
- XVI. Adjourn Meeting

Next Regular Meeting is December 10, 2024.

TOWN OF RICHLANDS
REGULAR MONTHLY MEETING

The Richlands Town Council held a “Regular Monthly Meeting” on Tuesday, October 8, 2024, at 6:00 pm in the Richlands Council Chambers with the following present:

Mayor: Rod. D. Cury
Town Manager: Jason May
Project Manager: Susan Whitt
Town Clerk: Absent
Town Attorney: Michael Thomas
Finance Manager: Ronnie Campbell
Council Members: Seth White, Gary Jackson, Jordan Bales, Jan White, and Laura Mollo.

The Town Meeting was called to order at 6:00pm and opened with the Invocation and the Pledge of Allegiance led by Rod Cury.

IN RE: Additions, Deletions, or Corrections to the Agenda

- Mayor Cury asked to add September 10, 2024, Public Hearing Minutes to VI.
- Mayor Cury asked to remove (d) and (e) from IX, will take up at the November Regular Scheduled Meeting.
- Mayor Cury added Kenneth Musick to VIII, Unscheduled Public Comments.
- Laura Mollo added Amy Street to VIII, Unscheduled Public Comments.

Upon a motion by Gary Jackson seconded by Jan White and the unanimous roll call vote of all members present, the Council voted to approve the agenda as amended.

IN RE: Authorization to Pay Bills (September)

Mayor Cury asked the Council if there were any questions regarding the Check Register.

Mr. Jackson asked what check #16498 was for and Mr. May advised this was the tow bill for the trash truck that was having transmission issues.

Mrs. White asked about check #16438 was for and Mr. May advised this was for testing equipment used in the Waste Water Treatment Facility to sterilize the equipment.

Upon a motion by Gary Jackson seconded by Jordan Bales and the unanimous roll call vote of all members present, the Council voted to approve paying the bills for September.

IN RE: Minutes

Upon a motion by Jan White seconded by Gary Jackson and the roll call vote of all members present, Council voted to approve the minutes for the following dates:

- September 10, 2024, Public Hearing Minutes
- September 10, 2024, Regular Scheduled Meeting
- September 24, 2024, Special Called Meeting

IN RE: Scheduled Public Comments

George Shelton Jr., 320 Bragg Road-
Mr. Shelton requested an update from the Council on Bragg Road.

Mr. Thomas stated the county engineer advised him that 1000 feet of the road was in the Town of Richlands and the other 4000 feet is in the county.

Mr. May advised Mr. Shelton that he had the Town crew clean up the road the day after he came to the last Council meeting. Mr. May explained his concerns with the road and its issues.

Mr. Jackson asked if patching would help the road.

Mayor Cury suggested that Mr. Shelton schedule a meeting with the Town Manager to discuss the road issues and taxes associated with it.

Mrs. White asked Mr. Shelton if he had contacted the county about this issue, he advised he had not.

Mr. Shelton agreed to meet with Mr. May.

IN RE: Unscheduled Public Comments

Amy Street-

- Spoke to the Town about her late father, Jim Street, and all his coaching accomplishments in Richlands.
- Asked the Council to consider purchasing and placing a plaque at Critterville to honor her father.

Upon a motion by Laura Mollo seconded by Seth White and the unanimous roll call vote of all members present, the Council voted to move forward with getting a plaque placed at Critterville for Mr. Jim Street.

Kennith Musick-

- Spoke to the Council about trees that fell on his house that were supposed to have been removed by the previous Town administration.

Mayor Cury suggested Mr. Musick make an appointment with Mr. May to help resolve this issue.

IN RE: Accreditation Welcome Dinner, Chief Holt

Chief Holt read an invitation inviting the Mayor and Town Council members to the VALEAC Accreditation Team “Welcome Dinner” at the Police Department on October 28, 2024, at 6:00pm.

Chief Holt introduced the Police Departments newest addition, Canine Officer “Moose” to the Council.

Mr. May thanked Chief Holt for his hard work and leadership during Hurricane Helene.

Chief Holt thanked Mr. May and the Town workers for their help as well.

Mrs. Mollo advised the Council that Chief Holt was going to be honored by a local news station as the “Hometown Hero” during the month of October.

Mrs. Mollo spoke to the Council about her and her family’s experience with the Police Department during Hurricane Helene and expressed her gratitude.

Mrs. Mollo also thanked all the Town workers for their hard work.

IN RE: Clinch Valley Community Action- Sandra Corell

Mrs. Corell spoke briefly to the Council about the Housing Programs that are offered through Clinch Valley Community Action. Mrs. Corell advised there are five programs available and gave a brief overview of each. The programs ranged from housing assistance to weatherization assistance for citizens.

Information for the programs will be made available at the Town Hall and online.

Mayor Cury declared a ten-minute recess.

IN RE: Solar Ordinance O-2024-11-xx (First Reading)

Mr. May spoke briefly to the Council on this Ordinance.

Mr. Thomas gave the First Reading of the Ordinance to the Council.

IN RE: Tourism Zone O-2024-11-04 (First Reading)

Mr. May spoke to the Council about the Tourism and Technology Zone and why the Town is moving forward with these zones.

Mr. May gave the First Reading of the Ordinance to the Council.

IN RE: Technology Zone O-2024-11-03 (First Reading)

Mayor Cury gave the First Reading of the Ordinance to the Council.

Mr. White asked if the Town has established a map for these zones.

Mr. May advised these zones to be town wide.

IN RE: Enterprise Zone Adjustments

Mr. May advised the Town of Richlands established an Enterprise Zone in April 2016. The current Enterprise Zone doesn't include a large part of downtown. Mr. May stated the Town is working with the County to update this zone.

Mr. May suggested that Council Members reach out to the Board of Supervisor Members to advocate for the Town of Richlands to be able to keep its current zones and allow the Town to have more control over the placement of the zone downtown.

Mrs. Mollo advised the County is already moving forward with this.

Mr. White advised that he and Mr. May will speak with the County about this and bring back an update to the November meeting.

IN RE: 2nd Reading Business Electric Demand Ordinance O-2024-10-01

Upon a motion by Seth White, seconded by Laura Mollo and the unanimous roll call vote of all members present, the Council voted to dispense of the 2nd Reading of the Business Electric Demand Ordinance O-2024-10-01.

Upon a motion by Seth White, seconded by Gary Jackson and the unanimous roll call vote of all members present, the Council voted to adopt the Business Electric Demand Ordinance O-2024-10-01.

IN RE: Monthly Financial Report

Mr. Campbell gave a brief overview of the Monthly Financial Report for August as follows:

- General Fund- Year to Date Net Income Loss is \$1,145,384, variance due to timing.
- Water- Year to Date Net Income Loss- \$2,487, variance due to timing.
- Sewer- Year to Date Net Income Loss- \$28,509, variance due to timing.
- Water and Sewer Line Maintenance Year to Date Net Income Loss- \$84,335, Revenue is permanent, and Expenses are timing.
- Electric Year to Date Net Income Loss- \$2,351,934, variance due to timing.
- General Fund- Reserved Cash Balance- \$2,565,089.
- General Fund- Unreserved Cash Balance is \$2,267,411, this is a \$391k decrease from July.
- Water Department Reserved Cash Balance- \$1,079,619.

- Water Department Unreserved Cash Balance- \$893,642, this is a \$42k decrease from July.
- Sewer Department Reserved Cash Balance- \$489,447.
- Sewer Department Unreserved Cash Balance- (\$448,579), this is a \$11k decrease from July.
- Electric Department Reserved Cash Balance- \$1,792,313.
- Electric Department Unreserved Cash Balance- \$516,680, this is a \$134k decrease from July.

Mayor Cury asked the Council if they had any questions about the Financial Report, there were none.

IN RE: Budget Amendments

Mr. Campbell presented the following Budget Amendments for Councils approval.

Upon a motion by Laura Mollo seconded by Seth White and the unanimous roll call vote of all members present, the Council voted to approve the transfer of \$36,300 from the Fund Balance Allocation Account to the Machinery and Equipment Account to purchase Alamo mower attachments for the Public Works Street Department.

Upon a motion by Laura Mollo seconded by Jan White and the unanimous roll call vote of all members present, the Council voted to approve the transfer of \$5,500 from the Fund Balance Allocation Account to the Donations and Misc.-Fire Account for donations received from the Gun Raffle.

Upon a motion by Laura Mollo seconded by Jan White and the unanimous roll call vote of all members present, the Council voted to approve the transfer of \$13,634 from the Fund Balance Allocation Acct. Acct. to the Equipment Acct. to purchase Radios for the Police Department.

IN RE: Attorney Report

Mr. Thomas asked the Council if there were any other changes that the Council wishes to make in the Charter before the General Assembly.

Mrs. White asked when the deadline for these changes is, Mr. Thomas advised early December.

Mrs. Mollo asked if the Council wanted to add term limits.

Mr. May suggested the Council get all suggestions to him so that he can draft a list and schedule a Public Hearing.

IN RE: Town Manager Report

- Mr. May advised the Town is not closing Critterville and apologized for the wording on the agenda. Mr. May explained that the Town was awarded a grant to update Critterville

and he would like to close Critterville from Veterans Day through Thanksgiving to begin the update.

- Mr. May spoke to the Council about Hurricane Helene and its impact on Richlands. Mr. May highlighted and thanked each department for their hard work and for everyone working as a team.

IN RE: Council Member Reports

Laura Mollo-

- Thanked Mr. May and all of the Town employees for their hard work during Hurricane Helene.
- Fire & Safety Day at the Police Department Saturday October 12, 2024 from 10:00am-2:00pm.

Jan White-

- Advised that citizens are telling her it's a great time to be in Richlands, Mrs. White credits the Town's leadership and teamwork.
- Thanked the Town workers and Mr. May.
- Advised she had a few citizens ask her to see if anything could be done about the Big Creek Railroad crossing, the road is rough on each side.

Jordan Bales-

- Thanked the Town for its response to the storm damage.
- Asked if there will be any technology on the Town's new app for the Bulk Pick-up service, Mr. May advised they are currently training someone on that truck and working on the app. Will have an update at the November meeting.
- Inquired about the parking issue at the REC Park. Mr. May advised the Town has looked at a space to move the Pickle Ball Courts to and are in the process of having a solution.

Rick Wood- Absent.

Gary Jackson-

- Thanked Mr. May and all the staff for their work.

Seth White-

- Thanked the Town workers and Leadership for their hard work during Hurricane Helene.
- Spoke to the Council about the Town becoming energy independent and the importance of it during times like this.
- Stated that he enjoys working with the current Council and is very happy with the way they can work together without arguing, even if they disagree with something.
- Also stated that a candidate's family members should be left out of politics.
- Thanked everyone for coming to the ribbon cutting for the CNX Building.
- Continues to see the progression in the Town and excited to see the direction it is going in

IN RE: Mayor Comments

- Thanked the Town and all its workers for the work that was done during Hurricane Helene.
- Quoted his nephew saying, “People always favor unity over division and stay the course”.
- Spoke to the Council about his friend, Elaine, that lives in Boone, NC and her experience with Hurricane Helene. Stated that he is grateful and thankful for what Richlands has.
- October 19, 2024- Car Show, Trunk-or- Treat, Historic Ghost Walk, the Wicked Forrest at Critterville, the Glowworm 5K, and Beetlejuice at Greenway Park.

IN RE: **Executive Session**

No Executive Session.

IN RE: **Adjournment**

Upon a motion by Gary Jackson seconded by Laura Mollo and the unanimous roll call vote of all members present, the meeting was adjourned.

Rodney D. Cury, Mayor

Amanda Beheler, Town Clerk

Town of Richlands, VA

Town Council Meeting

Staff Summary

Action Item

| | | | |
|-------------------|-----------------------|--------------|--|
| Agenda Title: | Tourism Zone Creation | | |
| Staff Contact(s): | Jason May | | |
| Agenda Date: | November 12, 2024 | Item Number: | |
| Attachment(s): | | | |
| | | | |
| Reviewed By: | Susan Whitt | | |

SUMMARY:

Staff recommends the establishment of a Tourism Zone within the Town of Richlands pursuant to Code of Virginia §58.1-3851. The purpose of the Tourism Zone is to promote Richlands' tourism industry by providing incentives to eligible businesses that will attract visitors, create new employment opportunities, and increase travel-related revenue in the Richlands area.

The proposed Tourism Zone boundaries would encompass the entire area within the Town Charter lines, ensuring all eligible tourism-related businesses within Richlands can benefit from these incentives. Additionally, this designation is a required step which may allow private businesses to access state financing programs available to businesses in tourism zones.

FINANCIAL IMPACT AND FUNDING SOURCE:

1. Proposed incentives include:

- Waiver of 25% or \$1,000 (whichever is greater) for water and sewer availability and tap fees
- Five-year real estate tax reinvestment credit on 100% of improvement value
- Accelerated development review process
- Reimbursement up to \$1,000 for architectural design fees for downtown façade improvements upon completion of construction work and approval by town
- Waiver of land disturbance/soil and erosion permit fees

2. Qualification Requirements:

- Existing businesses: Minimum \$50,000 capital improvement

- New businesses: Minimum \$250,000 capital improvement
- Must be located within the Tourism Zone boundaries
- Must be tourism-related business activity

3. Application Process:

- Qualified applicants will apply for incentives by letter
- Incentives provided on a reimbursement basis
- Must complete construction and receive certificate of occupancy before incentive application

4. Long-term financial benefits include:

- Expanded tax base through new business attraction
- Increased tourism revenue
- Enhanced downtown development
- New employment opportunities
- Improved community amenities

RECOMMENDATION:

Staff recommends Council adopt the Tourism Zone ordinance as presented. Following adoption, staff will develop and implement a comprehensive marketing strategy to promote these new economic development incentives to prospective tourism-related businesses and work with existing eligible businesses to take advantage of these new opportunities.

ORDINANCE NO.: O-2024-11-04

Implementation of New Ordinance

TITLE XI: BUSINESS REGULATIONS

CHAPTER 110: LICENSES

BE IT ORDAINED by the Council of the Town of Richlands, Virginia, that pursuant to § 2.2 and §5.7 of the Town Charter, §58.1-3851 of the Code of Virginia, that it hereby implements the following code provision to Chapter 110 of Title XI: Business Regulations, of the Town Code of Ordinances, in order to create a Tourism Zone and to establish the necessary criteria for the development of such zone within the corporate limits of the Town.

TOURISM ZONE

§ 110.70 GENERAL.

- (A) *Purpose and Intent.* This code provision hereby creates and provides for tourism zones in the Town pursuant to Code of Virginia, § 58.1-3851.
- (B) *Administration.* The Town Manager shall develop and publish procedures for applying for the benefits afforded by this Code Provision and for the administration of this provision. The Town Manager or the designee thereof shall review each application to determine an entity's eligibility to be certified as a qualified tourism business. The Town Manager shall also review the criteria and incentives for the tourism zone program annually to ensure alignment with the priorities and economic development strategy of the Town and shall make recommendations to the Council if it is determined that the criteria or incentives should be modified.
- (C) *Qualification.* The location and boundaries of qualified zones, and businesses found within, shall be prescribed later in this article.
- (D) *Incentive.* A portion of the business license fee collected by the Town will be abated (or refunded if already paid) for a three year incentive period according to the following schedule: year one – 80% abatement; year two – 60% abatement; year three – 40% abatement. For a qualifying new business, the entire fee shall be subject to the above abatement schedule. For a qualifying existing business, only the fee levied on the increase in gross receipts calculated from the base year plus 5% (the base year is the year prior to the first incentive year) will be subject to the above abatement schedule.

First Reading: _____

Second Reading: _____

On ____ day of _____, 2024 , A motion was made by _____, and seconded by _____, for adoption of such ordinance as presented.

| | | |
|-------|----------|-------|
| VOTE: | Bales | _____ |
| | Jackson | _____ |
| | Mollo | _____ |
| | J. White | _____ |
| | S. White | _____ |
| | Wood | _____ |

Rodney D. Cury, Mayor

Amanda Beheler, Clerk

Effective Date (*30 days from passage, unless passed as emergency*):

Town of Richlands, VA

Town Council Meeting

Staff Summary

Action Item

| | | | |
|-------------------|--------------------------|--------------|--|
| Agenda Title: | Technology Zone Creation | | |
| Staff Contact(s): | Jason May | | |
| Agenda Date: | November 12, 2024 | Item Number: | |
| Attachment(s): | | | |
| | | | |
| Reviewed By: | Susan Whitt | | |

SUMMARY:

Staff recommends the establishment of a Technology Zone within the Town of Richlands pursuant to Code of Virginia §58.1-3851. This designation would allow the Town to offer specific incentives to attract and retain technology-focused businesses. This initiative aligns with our broader economic development strategy to diversify our local economy and create new employment opportunities.

The proposed Technology Zone boundaries would encompass the entire area within the Town Charter lines, ensuring all eligible businesses within Richlands can benefit from these incentives. The primary purpose of the Technology Zone is to promote Richlands' technology industry by providing incentives to eligible businesses that will create new employment opportunities, attract technology investment, and increase the town's tax base while diversifying our local economy.

FINANCIAL IMPACT AND FUNDING SOURCE:

1. Proposed incentives include:

- Waiver of 25% or \$1,000 (whichever is greater) for water and sewer availability and tap fees
- Five-year real estate tax reinvestment credit on 100% of improvement value
- Accelerated development review process
- Waiver of land disturbance/soil and erosion permit fees

2. Qualification Requirements:

- Existing businesses: Minimum \$50,000 capital improvement

- New businesses: Minimum \$250,000 capital improvement
- Must be located within the Technology Zone boundaries
- Must derive primary revenue from technology-related activities

3. Application Process:

- Qualified applicants will apply for incentives by letter
- Incentives provided on a reimbursement basis
- Must complete construction and receive certificate of occupancy before incentive application

4. Long-term financial benefits include:

- Expanded tax base through new business attraction
- Increased employment opportunities
- Economic diversification
- Enhanced business development opportunities

RECOMMENDATION:

Staff recommends Council adopt the Technology Zone ordinance as presented. Following adoption, staff will develop and implement a comprehensive marketing strategy to promote these new economic development incentives to prospective technology businesses and site selection consultants.

ORDINANCE NO.: O-2024-11-03

Implementation of New Ordinance

TITLE XI: BUSINESS REGULATIONS

CHAPTER 110: LICENSES

BE IT ORDAINED by the Council of the Town of Richlands, Virginia, that pursuant to §5.7 of the Town Charter, §58.1-3850 of the Code of Virginia, that it hereby implements the following code provision to Chapter 110 of Title XI: Business Regulations, of the Town Code of Ordinances, in order to create a Technology Zone and to establish the necessary criteria for the development of such zone within the corporate limits of the Town.

TECHNOLOGY ZONE

§ 110.60 GENERAL.

- (A) *Purpose and Intent.* In order to foster the development and location of new technology businesses in the Town, which will increase capital investment and create jobs, there is hereby established a technology zone pursuant to Code of Virginia, § 58.1-3850.
- (B) *Administration.* The Town Manager shall develop and publish procedures for applying for the benefits afforded by this Code Provision and for the administration of this provision. The Town Manager or the designee thereof shall review each application to determine an entity's eligibility to be certified as a qualified technology business. The Town Manager shall also review the criteria and incentives for the technology zone program annually to ensure alignment with the priorities and economic development strategy of the Town and shall make recommendations to the Council if it is determined that the criteria or incentives should be modified.
- (C) *Qualification.* It shall be the responsibility of the qualified technology business to apply for certification, to obtain the necessary business license, and to provide the necessary information in order to obtain the benefits afforded by this article. The entity must apply to the Town Manager to be certified as a qualified technology business. A new technology business must apply to be certified as a qualified technology business within six months after obtaining a business license. In order to receive a tax reduction under this section, the qualified technology business shall file a business license application annually with the Finance Director and shall provide the Finance Director with an annual certification from the Town Manager that the business is a qualified technology business.
- (D) *Incentive.* A portion of the business license fee collected by the Town will be abated (or refunded if already paid) for a three year incentive period according to the following schedule: year one – 80% abatement; year two – 60% abatement; year three – 40%

abatement. For a qualifying new business, the entire fee shall be subject to the above abatement schedule. For a qualifying existing business, only the fee levied on the increase in gross receipts calculated from the base year plus 5% (the base year is the year prior to the first incentive year) will be subject to the above abatement schedule.

First Reading: _____

Second Reading: _____

On ____ day of _____, 2024 , A motion was made by _____, and seconded by _____, for adoption of such ordinance as presented.

| | | |
|-------|----------|-------|
| VOTE: | Bales | _____ |
| | Jackson | _____ |
| | Mollo | _____ |
| | J. White | _____ |
| | S. White | _____ |
| | Wood | _____ |

Rodney D. Cury, Mayor

Amanda Beheler, Clerk

Effective Date (*30 days from passage, unless passed as emergency*):

Town of Richlands, VA

Town Council Meeting

Staff Summary

Action Item

| | | | |
|--------------------------|---------------------|---------------------|--|
| Agenda Title: | Amendment of Zoning | | |
| Staff Contact(s): | Jason May | | |
| Agenda Date: | November 12, 2024 | Item Number: | |
| Attachment(s): | | | |
| Reviewed By: | Susan Whitt | | |

SUMMARY:

The proposed ordinance (O-2024-12-01) introduces significant amendments to Chapter 154 of Title XV: Land Usage, specifically addressing zoning regulations within the Town of Richlands. Key modifications include:

1. New Definitions and Updates:

- Added definition for "Bed and Breakfast Inns" with specific requirements
- Modified "Home Occupation" definition to focus on computer/electronic-based businesses
- Added new "Tiny Home Structure" definition (600 sq ft or less)
- Updated Townhouse Structure definition to allow for two-unit minimum (previously three)

2. Residential District Changes:

- R-1 District: Now allows home occupations
- R-2 District: Added provisions for Bed & Breakfast Inns, Tiny Homes, and emergency RV/Travel Trailer use
- Reduced minimum lot areas and setback requirements:
 - Single-use lots reduced from 6,250 to 4,000 square feet
 - Two-unit lots reduced from 12,000 to 8,000 square feet
 - Front setback reduced from 30 to 20 feet
 - Minimum lot width reduced from 50 to 40 feet
 - Rear yard requirement reduced from 25 to 20 feet

3. Business District Updates:

- Modified retail business categories
- Added provisions for car washes
- Expanded hospital category to include clinics

4. Mobile Home Park Regulations:

- Reduced road frontage requirements from 50 to 40 feet
- Added 10-year age restriction for mobile homes

FINANCIAL IMPACT AND FUNDING SOURCE:

1. Direct Financial Impact:

- Potential increase in tax base through increased development opportunities
- Additional revenue from permit fees for new uses (B&Bs, Tiny Homes)
- No direct cost to the Town for implementation

2. Indirect Financial Considerations:

- Possible increased demand on infrastructure due to higher density development
- Additional administrative costs for processing new types of permits
- Potential economic benefits from expanded business uses and housing options

RECOMMENDATION:

Staff recommends approval of Ordinance O-2024-12-01 as the amendments:

- Promote housing diversity through tiny homes and reduced lot requirements
- Support economic development through expanded business uses
- Modernize regulations for home-based businesses
- Maintain appropriate controls while increasing flexibility in development options
- Address current market demands and development trends

The ordinance requires two readings before the Town Council for final adoption.

ORDINANCE NO.: O-2024-12-01
Implementation of New Ordinance

TITLE XV: LAND USAGE
CHAPTER 154: ZONING

BE IT ORDAINED by the Council of the Town of Richlands, Virginia, that pursuant to §5.7 of the Town Charter, §§154.001 of the Town of Richlands, Virginia Code of Ordinances, that it hereby enacts the following amendments to Chapter 154 of Title XV: Land Usage, of the Town Code of Ordinances, in order to amend the existing zoning requirements within the corporate limits of the Town.

GENERAL PROVISIONS

§ 154.002 DEFINITIONS.

BED AND BREAKFAST INNS. Any single-family residence with not more than one kitchen facility which is the primary residence of the owner and operator of the establishment. The premises shall have not less than 2,000 square feet of living space, exclusive of any basement or attic space. Not more than one guestroom shall be permitted in a qualifying premises, except one additionally guestroom shall be permitted for each additional 250 square feet of living area floor space in a qualified premises in excess of 2,000 square feet, up to a maximum of four guestrooms per premises. The bed and breakfast inn shall be equipped with one or more private bath facilities for guestrooms, separate and apart from the private bat facilities for the owners of the premises. Guests of a bed and breakfast inn may stay no more than 15 consecutive days, except that this section shall not apply to immediate relatives of the owners of the premises. The owner shall offer breakfast, prepared on the premises, to its guest. Such meals shall be served only to registered guests of the bed and breakfast inn. No alcoholic beverages may be served at any bed and breakfast inn. Bed and breakfast inns are required to have a conditional use permit for operation.

HOME OCCUPATION. An occupation carried on by the occupant of a dwelling as a secondary use in connection with which there is no display, and no one is employed other than members of the family residing on the premises, such as ~~the rental of rooms to tourists~~, the preparation of food products for sale and similar activities; ~~professional~~ computer/electronic based offices ~~such as medical, dental, legal, engineering and architectural~~ based solely on telephonic, fax, computer or other communications systems are allowed so long as there is no display of any product and no direct customer sales or service in the residence, conducted within a dwelling by the occupant.

TINY HOME STRUCTURE. A dwelling with floor area of 600 square feet or less, excluding lofts. The structure must be built following all building code regulations.

TOWNHOUSE PROJECT. A land development project consisting of at least one townhouse structure, and all open space and amenities thereon, if any.

- (1) **TOWNHOUSE STRUCTURE.** A main structure consisting of at least ~~three~~ **two** but not more than eight horizontally attached single-family dwelling units

for the purpose of occupancy and ownership, designed and constructed so as to allow for the sale of individual dwellings, including the lot and appurtenances thereon.

All other definitions in this section remain unchanged.

RESIDENTIAL, LIMITED, DISTRICT R-1

§ 154.030 STATEMENT OF INTENT.

This district is composed of certain quiet, low density residential areas plus certain open areas where similar residential development appears likely to occur. The regulations for this district are designed to stabilize and protect the essential characteristics of the district, to promote and encourage a suitable environmental for family life where there are children, and to prohibit all activities of a commercial nature. To these ends, development is limited to relatively low concentration and permitted uses are limited basically to single unit dwellings providing homes for the residents plus certain additional uses, such as parks, and certain public facilities that serve the residents of the district. ~~No home occupations (including room renting) are permitted.~~

§ 154.031 AREA REGULATIONS.

In Residential District R-1, structures to be erected or land to be used, shall be for one or more of the following uses:

(A) Single-family dwellings (excluding manufactured or pre-fabricated housing), **no room renting shall be allowed;**

Sections (B) - (G) remain unchanged.

(H) Home occupation, as defined in Section 154.002, conducted by the occupant.

RESIDENTIAL, GENERAL, DISTRICT R-2

§ 154.051 USE REGULATIONS.

In Residential District R-2, structures to be erected or land to be used, shall be for one or more of the following uses:

Sections A-M remain unchanged

(N) Mobile home park, **if such mobile home is older than 10 years old** with a conditional use permit **as defined in Section 154.167;**

Sections O-W remain unchanged

(X) Bed and Breakfast Inn(s) with a conditional use permit as defined in Section 154.167;

(Y) Tiny Home(s);

(Z) Emergency use permit, to be issued by the Town Manager, for temporary use of RV and/or Travel Trailers.

§ 154.052 AREA REGULATIONS.

(A) For lots containing or intended to contain a single permitted use served by public water and sewage disposal, the minimum lot area shall be ~~6,250~~ 4,000 square feet.

Sections B – C remain unchanged.

(D) For lots containing or intended to contain more than a single permitted use served by public water and sewage disposal systems, the minimum lot area shall be:

| | |
|----------------------------------|--------------------------------------|
| 2 units | 12,000 8,000 square feet |
| 3 2 units | 14,000 12,000 square feet |
| For each additional unit above 3 | 1,000 square feet |

Sections E – G remain unchanged.

§ 154.053 SETBACK REGULATIONS.

Structures shall be located ~~30~~ 20 feet or more from any street right-of-way which is 50 feet or greater in width, or 60 feet or more from the centerline of any street right-of-way less than 50 feet in width except that signs advertising sale or rent of property may be erected up to the property line. This shall be known as the setback line.

§ 154.054 FRONTAGE REGULATIONS.

For permitted uses the minimum lot width at the setback line shall be ~~50~~ 40 feet, and for each additional permitted use there shall be at least ten feet of additional lot width at the setback line.

§ 154.055 YARD REGULATIONS.

(A) Side. The minimum side yard for each main structure shall be ten feet and the total width of the two required side yards shall be 20 feet or more.

(B) Rear. Each main structure shall have a rear yard of ~~25~~ 20 feet or more.

§ 154.059 SPECIAL PROVISIONS FOR TINY HOMES.

(A) A zoning permit for a tiny home shall be issued in accordance with § 154.165 through 154.172 when the following requirements/criteria therefore have been satisfied.

(1) Setback requirements for tiny home structures shall conform to § 154.053.

(2) A lot occupied by a tiny home unit shall contain not less than 2,000 square feet.

(3) Lot frontage, measured at the setback line for individual tiny home, shall have an average minimum width of 20 feet for a tiny home structure but in no case shall the frontage for a tiny home be less than 16 feet. Lot width for end units shall be adequate to provide side and rear yards as required by § 154.055.

(4) Each townhouse unit shall have rear yard of no less than 20 feet.

(5) Each tiny home structure shall have two side yards of not less than ten feet each. In no case shall any two townhouse structures be closer than 20 feet.

(B) Each tiny home unit shall have an unencumbered access from a dedicated public street.

(C) Tiny Homes shall have provisions for at least two vehicular off-street parking spaces for each townhouse unit.

BUSINESS, GENERAL, DISTRICT B-2

§ 154.071 USE REGULATIONS.

(A) Stores conducting retail business ~~food stores~~;

(B) *This section remains unchanged*

(C) ~~Drycleaners~~ Full service and self-service carwashes;

(D) Drycleaners and Laundries;

(E) – (M) remain unchanged

(N) Hospitals and clinics, general;

All remaining sections remain unchanged.

ZONING PROVISIONS

§ 154.171 PERMANENT MOBILE HOME PARKS.

Sections A – D remain unchanged.

(E) (1) *this section remains unchanged.*

(2) Operators of such mobile home parks shall comply with the following provisions.

- a. Each mobile home must have a minimum of 50 40 feet road frontage when located on a private lot or site.

Sections F – J remain unchanged

(K) Any mobile home moved into or locating within the town after the adoption of this chapter shall comply with R-2 requirements, and also have a minimum road frontage width of 50 40 feet. Where a single-wide mobile home is to be placed on a lot/tract on which there is presently a permitted use having at least 50 40 feet of road frontage, the individual single-wide mobile home shall not be required to have 50 40 feet of road frontage but the provisions of § 154.054 shall apply.

(L) *This section remains unchanged.*

ALL OTHER SECTIONS FOUND THROUGHOUT THIS CHAPTER REMAIN UNCHANGED UNLESS EXPRESSLY AMENDED HEREINABOVE.

First Reading: _____

Second Reading: _____

On ____ day of _____, 2024 , A motion was made by _____, and seconded by _____, for adoption of such ordinance as presented.

| | | |
|-------|----------|-------|
| VOTE: | Bales | _____ |
| | Jackson | _____ |
| | Mollo | _____ |
| | J. White | _____ |
| | S. White | _____ |
| | Wood | _____ |

Rodney D. Cury, Mayor

Amanda Beheler, Clerk

Effective Date (*30 days from passage, unless passed as emergency*):

Town of Richlands, VA

Town Council Meeting

Staff Summary

Action Item

| | | | |
|-------------------|------------------------|--------------|--|
| Agenda Title: | Creation of R-3 zoning | | |
| Staff Contact(s): | Jason May | | |
| Agenda Date: | November 12, 2024 | Item Number: | |
| Attachment(s): | | | |
| | | | |
| Reviewed By: | Susan Whitt | | |

SUMMARY:

The proposed ordinance (O-2024-12-02) establishes a new zoning classification, "Residential, Expanded, R-3," within Chapter 154 of Title XV: Land Usage. This new district is designed to create a transitional zone between residential and commercial areas, accommodating higher-density residential development while maintaining neighborhood character.

Key Features of the R-3 District:

1. Purpose and Intent:
 - Creates a high-concentration residential district
 - Serves as a buffer between residential and commercial areas
 - Accommodates both permanent and transient occupancy
 - Allows for institutional and related uses while maintaining residential character
2. Permitted Uses:
 - Includes all uses allowed in R-2 district
 - Adds new allowance for temporary RV/travel trailer use (90-day maximum)
3. Development Standards:
 - Minimum Lot Areas:
 - Single-use with public utilities: 4,000 square feet
 - Two-unit development: 8,000 square feet
 - Three-unit development: 12,000 square feet
 - Additional units: +1,000 square feet each
4. Building Requirements:
 - 20-foot front setback
 - 40-foot minimum lot width
 - 10-foot minimum side yards (20 feet total)
 - 20-foot minimum rear yard
 - 35-foot height limit (with provisions for increases)

5. Special Corner Lot Provisions:

- 35-foot side yard on street side
- 100-foot minimum width for new corner lots

FINANCIAL IMPACT AND FUNDING SOURCE:

1. Direct Financial Impact:

- No immediate cost to the Town for implementation
- Potential increase in permit fee revenue from new development
- Possible increase in property tax revenue through higher-density development

2. Indirect Financial Considerations:

- May require additional infrastructure capacity in affected areas
- Could reduce pressure on existing residential zones
- Potential for increased property values in transition areas

RECOMMENDATION:

Staff recommends approval of Ordinance O-2024-12-02 as the new R-3 district:

- Provides a needed transition between residential and commercial areas
- Allows for more flexible development options
- Addresses the growing need for temporary housing accommodations
- Maintains appropriate development controls while increasing density options
- Creates opportunities for strategic infill development

The ordinance requires two readings before the Town Council for final adoption.

ORDINANCE NO.: O-2024-12-02
Implementation of New Ordinance

TITLE XV: LAND USAGE
CHAPTER 154: ZONING

Town of Richlands Zoning Districts

BE IT ORDAINED by the Council of the Town of Richlands, Virginia, that pursuant to §5.7 of the Town Charter, §§154.015(A) and 154.205 of the Town of Richlands, Virginia Code of Ordinances, that it hereby enacts the following amendments to Chapter 154 of Title XV: Land Usage, of the Town Code of Ordinances, in order to create a new zoning district, “Residential, Expanded, R-3,” and to establish the necessary criteria for the development of real property and the conducting of allowable uses in the newly created zone within the corporate limits of the Town.

DISTRICTS

§ 154.015 GENERALLY.

(A) For purpose of this chapter, the incorporated areas of the Town are hereby divided into the following districts:

- (1) Residential, Limited, R-1;
- (2) Residential, General, R-2;
- (3) **Residential, Expanded, R-3;**
- (4) Business, General, B-2;
- (5) Business, Expanded General, B-3;
- (6) Industrial, General, M-1
- (7) Agricultural, General, A-1; and
- (8) Conservation, Special, C-1.

(B) *This subsection remains unchanged by the amendments to this section.*

RESIDENTIAL, EXPANDED, DISTRICT R-3

§ 154.060 STATEMENT OF INTENT.

This district is composed of certain high concentration of residential uses, ordinarily located between residential and commercial areas, plus certain open areas where similar development appears likely to occur. The regulations for this district are designed to stabilize and protect the essential characteristics of the district, to promote and encourage, insofar as compatible with the intensity of land use, a suitable environment for family life, as well as travel life which is

composed of an adult population with some children, and to permit temporary uses of a character likely to develop general concentration of traffic, crowds of travelers and general outdoor advertising. To these ends, retail activity is limited and this district is protected against encroachment of general commercial or industrial uses. All residential types of structures for both permanent and transient occupancy and including institutions are permitted plus structures for commercial uses conforming to the pattern of the district. This residential district is not completely residential as it includes public and semipublic, institutional and other related uses. However, it is basically residential in character, and, as such, should not be spotted with commercial and industrial uses.

§ 154.061 USE REGULATIONS.

In Residential District, R-3, structures to be erected or land to be used, shall be for all uses designated as allowable in District R-2, or for one or more of the following uses:

- (A) Temporary use of RVs or travel trailers as defined in Virginia Code 46.2-1500 that are located upon the property no longer than a period of ninety (90) continuous days.

§ 154.062 AREA REGULATIONS.

(A) For lots containing or intended to contain a single permitted use served by public water and sewage disposal, the minimum lot area shall be 4,000 square feet.

(B) For lots containing or intended to contain a single permitted use served by public water systems, but having individual sewage disposal, the minimum lot area shall be 15,000 square feet.

(C) For lots containing or intended to contain a single permitted use served by individual water and sewage disposal systems, the minimum lot area shall be 20,000 square feet.

(D) For lots containing or intended to contain more than a single permitted use served by public water and sewage disposal systems, the minimum lot area shall be:

| | |
|----------------------------------|--------------------|
| 2 units | 8,000 square feet |
| 3 units | 12,000 square feet |
| For each additional unit above 3 | 1,000 square feet |

(E) For lots containing or intended to contain more than a single permitted use served by public water systems but having individual sewage disposal systems, the minimum lot area shall be:

| | |
|----------------------------------|--------------------|
| 2 units | 16,000 square feet |
| 3 units | 18,000 square feet |
| For each additional unit above 3 | 1,000 square feet |

(F) For lots containing or intended to contain more than a single permitted use served by individual water and sewage disposal systems, the minimum lot area shall be:

| | |
|----------------------------------|--------------------|
| 2 units | 22,000 square feet |
| 3 units | 24,000 square feet |
| For each additional unit above 3 | 1,000 square feet |

(G) For permitted uses utilizing individual sewage disposal systems, the required area for any such use shall be approved by the Health Official. The Administrator may require a greater area if considered necessary by the Health Official.

§ 154.063 SETBACK REGULATIONS.

Structures shall be located 20 feet or more from any street right-of-way which is 50 feet or greater in width, or 60 feet or more from the centerline of any street right-of-way less than 50 feet in width except that signs advertising sale or rent of property may be erected up to the property line. This shall be known as the setback line.

§ 154.064. FRONTAGE REGULATIONS.

For permitted uses the minimum lot width at the setback line shall be 40 feet, and for each additional permitted use there shall be at least ten feet of additional lot width at the setback line.

§ 154.065. YARD REGULATIONS.

(A) *Side.* The minimum side yard for each main structure shall be ten feet and the total width of the two required side yards shall be 20 feet or more.

(B) *Rear.* Each main structure shall have a rear yard of 20 feet or more.

§ 154.056 HEIGHT REGULATIONS.

Buildings may be erected up to 35 feet in height from grade except that:

(A) The height limit for dwellings may be increased up to ten feet and up to three stories provided there are two side yards for each permitted use, each of which is ten feet or more, plus one foot or more of side yard for each additional foot of building height over 35 feet;

(B) A public or semipublic building such as a school, church, library or hospital may be erected to a height of 60 feet from grade provided that required front, side and rear yards shall be increased one foot for each foot in height over 35 feet;

(C) Church spires, belfries, cupolas, monuments, water towers, chimneys, flues, flagpoles, television antennas and radio aerials are exempt. Parapet walls may be up to four feet above the height of the building on which the walls rest; and

(D) No accessory building which is within ten feet of any party lot line shall be more than one story high. All accessory buildings shall be less than the main building in height.

§ 154.057 SPECIAL PROVISIONS FOR CORNER LOTS.

(A) Of the two sides of a corner lot the front shall be deemed to be the shortest of the two sides fronting on streets.

(B) The side yard on the side facing the side street shall be 35 feet or more for both main and accessory building.

(C) For subdivisions platted after the enactment of this chapter, each corner lot shall have a minimum width at the setback line of 100 feet.

First Reading: _____

Second Reading: _____

On ____ day of _____, 2024, A motion was made by _____, and seconded by _____, for adoption of such ordinance as presented.

| | | |
|-------|----------|-------|
| VOTE: | Bales | _____ |
| | Jackson | _____ |
| | Mollo | _____ |
| | J. White | _____ |
| | S. White | _____ |
| | Wood | _____ |

Rodney D. Cury, Mayor

Amanda Beheler, Clerk

Effective Date (30 days from passage, unless passed as emergency):

Town of Richlands, VA

Town Council Meeting

Staff Summary

Action Item

| | | | |
|-------------------|-----------------------------|--------------|--|
| Agenda Title: | Creation of Solar Ordinance | | |
| Staff Contact(s): | Jason May | | |
| Agenda Date: | November 12, 2024 | Item Number: | |
| Attachment(s): | | | |
| | | | |
| Reviewed By: | Susan Whitt | | |

SUMMARY:

The proposed ordinance (O-2024-09-02) establishes a new Chapter 96 in Title IX of the Town Code to regulate the installation and use of solar energy systems within the Town of Richlands. This ordinance aims to promote renewable energy adoption while maintaining community standards and protecting public interests.

Key Provisions:

1. System Classifications:
 - Roof-Mounted Solar Energy Systems
 - Ground-Mounted Solar Energy Systems
2. Permitted Uses:
 - Roof-mounted systems allowed in all residential and commercial zones
 - Ground-mounted systems permitted on lots of one acre or more
 - All systems restricted to accessory use status
3. Installation Requirements:
 - Building permit required for all installations
 - Must comply with all building, electrical, and fire codes
 - Systems must be designed to minimize visual impact
 - Anti-glare provisions to protect neighboring properties
4. Specific Regulations:
 - Roof-Mounted Systems:
 - Maximum 80% roof coverage
 - Must meet district height restrictions
 - Ground-Mounted Systems:
 - Limited to side and rear yards
 - Maximum height of 12 feet
 - Maximum lot coverage of 15%
5. Operational Restrictions:
 - Prohibition on energy sales
 - Systems limited to on-site consumption

- Net metering arrangements permitted
- Removal required after 12 months of non-operation

FINANCIAL IMPACT AND FUNDING SOURCE:

1. Direct Financial Impact:
 - New revenue from building permit fees
 - No direct cost to the Town for implementation
 - Potential savings on energy costs for Town buildings if systems are installed
2. Indirect Financial Considerations:
 - May increase property values through energy cost savings
 - Could attract environmentally conscious businesses and residents
 - Potential reduction in community energy costs
 - Administrative costs for permit processing and inspections

RECOMMENDATION:

Staff recommends approval of Ordinance O-2024-11-03 as it:

- Provides clear guidelines for solar energy system installation
- Balances renewable energy adoption with community aesthetics
- Protects property values through appropriate restrictions
- Aligns with state legislation (Virginia Code §15.2-2288.7)
- Promotes sustainable energy practices while maintaining local control
- Creates opportunities for residential and commercial energy cost reduction

The ordinance requires two readings before the Town Council for final adoption.

ORDINANCE NO.: O-2024-09-02

TITLE IX: GENERAL REGULATIONS CHAPTER 96: SOLAR ENERGY SYSTEMS

SOLAR ENERGY SYSTEMS

Creation of New Ordinance Chapter 96.00 et seq.

BE IT ORDAINED by the Council of the Town of Richlands, Virginia, pursuant to §§2.4(3) and 3.4(7) of the Town Charter and Virginia Code §§15.2-2288.7, that the Council hereby **IMPLEMENTS** Chapter 96.00 et seq. of the Town Code regarding installation and continuous use of solar energy systems:

§96.01 PURPOSE AND INTENT

The Town hereby expresses its intent to facilitate the installation and construction of solar energy systems on residential and commercial properties in the Town of Richlands while protecting public health, safety, and welfare.

§96.02 DEFINITIONS

“Ground-Mounted Solar Energy System” means a solar energy system that is not mounted on a building and is instead installed on the ground.

“Roof-Mounted Solar Energy System” means a solar energy system mounted on the roof of a building or other structure.

“Solar Energy System” means a device or structural design feature that provides for the collection of solar energy for electricity generation, consumption, or transmission, or for thermal applications.

§96.03 PERMITTED USE

- A. Roof-Mounted Solar Energy Systems shall be permitted as an accessory use in all residential and commercial zoning districts, subject to the requirements set forth in this ordinance.
- B. Ground-Mounted Solar Energy Systems shall be permitted as an accessory use in residential and commercial zoning districts on lots of one acre or more, subject to the requirements set forth in this ordinance.

§96.04 GENERAL REQUIREMENTS

- A. Aesthetics: Solar Energy Systems shall be designed to blend into the architecture of the building to the extent reasonably possible without significantly increasing the cost or decreasing the efficiency of the system.
- B. Building Permit: A building permit shall be required for the installation of any Solar Energy System.

- C. Compliance: All Solar Energy Systems shall comply with all applicable building, electrical, and fire codes.
- D. Glare: Solar Energy Systems shall be placed and arranged such that reflected solar radiation or glare shall not be directed onto adjacent properties or public rights-of-way.

§96.05 SPECIFIC REQUIREMENTS FOR ROOF-MOUNTED SOLAR ENERGY SYSTEMS

- A. Height: Roof-Mounted Solar Energy Systems shall not exceed the maximum building height for the zoning district in which the property is located.
- B. Setbacks: Roof-Mounted Solar Energy Systems shall comply with all setback requirements for the principal structure.
- C. Coverage: Roof-Mounted Solar Energy Systems shall not cover more than 80% of the total roof area of the building on which they are mounted.

§96.06 SPECIFIC REQUIREMENTS FOR GROUND-MOUNTED SOLAR ENERGY SYSTEMS

- A. Location: Ground-Mounted Solar Energy Systems shall be located within side or rear yards only.
- B. Height: Ground-Mounted Solar Energy Systems shall not exceed twelve (12) feet in height.
- C. Setbacks: Ground-Mounted Solar Energy Systems shall comply with accessory structure setback requirements for the zoning district in which the property is located.
- D. Coverage: Ground-Mounted Solar Energy Systems shall not cover more than 15% of the lot area.

§96.07 PROHIBITION ON ENERGY SALES

- A. No citizen or property owner shall sell, attempt to sell, or enter into any agreement to sell energy generated by a Solar Energy System to the Town of Richlands or any other entity.
- B. All Solar Energy Systems installed under this ordinance shall be for on-site energy consumption only.
- C. Net metering or similar arrangements that involve crediting the property owner's utility bill for excess energy production are not considered sales for the purpose of this section and may be permitted if allowed by the local utility provider.

§96.08 ABANDONMENT AND REMOVAL

Any Solar Energy System that is not operated for a continuous period of twelve (12) months shall be considered abandoned and shall be removed by the property owner at their expense.

First Reading: _____

Second Reading: _____

On ____ day of _____, 2024 , A motion was made by _____, and
seconded by _____, for adoption of such ordinance as presented.

| | | |
|-------|----------|-------|
| VOTE: | Bales | _____ |
| | Jackson | _____ |
| | Mollo | _____ |
| | J. White | _____ |
| | S. White | _____ |
| | Wood | _____ |

Rodney D. Cury, Mayor

Amanda Beheler, Clerk

Effective Date *(30 days from passage, unless passed as emergency)*:

Town of Richlands, VA

Town Council Meeting

Staff Summary

Action Item

| | | | |
|-------------------|--|--------------|--|
| Agenda Title: | Tobacco Commission Grant and Loan Acceptance | | |
| Staff Contact(s): | Jason May | | |
| Agenda Date: | November 12, 2024 | Item Number: | |
| Attachment(s): | | | |
| | | | |
| Reviewed By: | Susan Whitt | | |

SUMMARY:

The Town of Richlands has secured a total of \$4,000,000 in funding from the Tobacco Commission for our Electricity Diversification Project, consisting of a \$2,000,000 grant and a \$2,000,000 low-interest loan. The grant portion was approved on September 26, 2024, representing a significant investment in our community's energy infrastructure.

Key Components:

1. Funding Package:
 - Grant Number: #4285
 - Grant Amount: \$2,000,000
 - Loan Amount: \$2,000,000
 - Total Funding: \$4,000,000
 - Approval Date: September 26, 2024
 - Purpose: Electricity Diversification Project
2. Requirements:
 - Execution of Grant Agreement
 - Execution of Loan Documents
 - Submission of current W-9 Form
 - Completion of Signature Authorization Form
 - Commission participation in all press conferences and announcements
 - Compliance with Commission's Funding Policies for Grant Awards
3. Project Impact:
 - Enhanced energy infrastructure
 - Creation of new jobs
 - Increased economic opportunities for local citizens
 - Improved energy independence for the Town

FINANCIAL IMPACT AND FUNDING SOURCE:

1. Grant Funding:
 - \$2,000,000 grant from Tobacco Commission
 - No matching funds required from Town

- Funds to be used specifically for electricity diversification
- 2. Loan Terms:
 - \$2,000,000 low-interest loan
 - Repayment to be made from project revenues
 - Terms to be specified in loan documentation
- 3. Administrative Requirements:
 - Staff time for grant and loan management and reporting
 - Coordination with Commission for press announcements
 - Compliance monitoring and documentation
 - Loan servicing and repayment tracking

RECOMMENDATION:

Staff recommends that Council:

1. Accept the \$2,000,000 grant from the Tobacco Commission
2. Accept the \$2,000,000 low-interest loan from the Tobacco Commission
3. Authorize the Town Manager to execute:
 - Grant Agreement
 - Loan Documentation
4. Direct staff to complete all required documentation including:
 - W-9 Form
 - Signature Authorization Form
 - Press announcement coordination
5. Implement necessary procedures to ensure compliance with Commission policies and loan terms

The combined \$4,000,000 in funding presents a significant opportunity to advance our energy infrastructure while creating new economic opportunities for our citizens. The mixture of grant and low-interest loan funding provides a favorable financial structure for the Town. Staff will work closely with the Commission to ensure all requirements are met and funds are utilized effectively.

Town of Richlands, VA

Town Council Meeting

Staff Summary

Action Item

| | | | |
|--------------------------|-------------------------|---------------------|--|
| Agenda Title: | Imagination Library MOU | | |
| Staff Contact(s): | Jason May | | |
| Agenda Date: | November 12, 2024 | Item Number: | |
| Attachment(s): | | | |
| Reviewed By: | Susan Whitt | | |

SUMMARY:

The proposed Memorandum of Understanding (MOU) establishes a partnership between the Town of Richlands and the Tazewell County Public Library Foundation to bring Dolly Parton's Imagination Library program to Richlands residents. This program provides free books to enrolled children to promote early literacy and parent-child bonding through reading.

Key Components:

1. Program Structure:
 - Tazewell County Public Library Foundation serves as Local Champion
 - Coverage area limited to Town of Richlands (24641)
 - Provides books to eligible children within town boundaries
 - Cost set at \$25 per child per year
2. Partner Responsibilities:
 - Tazewell County Public Library Foundation:
 - Program publicity and enrollment
 - Registration of qualified children
 - Payment of monthly invoices
 - Management of undeliverable books
 - Day-to-day program maintenance
 - Town of Richlands:
 - Program funding for enrolled residents
 - Documentation support
 - Program oversight through Town Manager
3. Program Goals:
 - Promote graduation rates
 - Enhance parent-child bonding through reading
 - Improve early childhood literacy
 - Support educational development

FINANCIAL IMPACT AND FUNDING SOURCE:

1. Direct Costs:
 - \$25 per enrolled child per year (Maximum of \$5,000 for the Town)
 - Total annual cost will depend on enrollment numbers
 - Funding to be allocated according to Virginia law
2. Indirect Costs:
 - Staff time for program oversight
 - Administrative support as needed
 - Documentation and reporting requirements

RECOMMENDATION:

Staff recommends approval of the MOU for the following reasons:

1. Provides valuable educational resources to town residents
2. Partners with established 501(c)(3) organization
3. Leverages existing Imagination Library infrastructure
4. Supports early childhood development and literacy
5. Promotes parent-child engagement
6. Cost-effective approach to providing educational resources

Upon approval, staff will work with the Tazewell County Public Library Foundation to implement the program and establish necessary procedures for enrollment and funding allocation.

IMAGINATION LIBRARY

Memorandum of Understanding

This Memorandum of Understanding ("MOU"), dated as of the ____ of October, 2024, sets forth certain understandings and binding agreements between the Town of Richlands, a Municipal Corporation, ("Town"), and Tazewell County Public Library Foundation, a non-profit organization. The Town of Richlands and Tazewell County Public Library Foundation are sometimes referred to individually as a "Party" and collectively as the "Parties".

This MOU sets forth in greater detail the intention of the Parties to work in good faith to establish and maintain Richlands as a locality with the benefit of Dolly Parton's Imagination Library.

WHEREAS, the Town desires to enroll in the Dolly Parton's Imagination Library to promote graduation rates, parent-child bonding through reading, and likelihood of the aforementioned; and

WHEREAS, the Tazewell County Public Library Foundation has a desire to serve as the Local Champion for the Town of Richlands in enrolling in such program; and

WHEREAS, the below agreement spells out the duties of each party to promote the general welfare of the citizens of Richlands, Virginia.

NOW THEREFORE, the Parties hereby agree as follows:

The Tazewell County Public Library Foundation will serve as the Local Champion for the Town of Richlands, Virginia through the Dolly Parton's Imagination Library. The Tazewell County Public Library Foundation must continue to fulfill the requirements of being a 501(c)(3) agency and be legally affiliated as such agency during the pendency of this agreement.

The Area covered under this agreement shall be the Town of Richlands, Virginia, 24641, and the Town will be responsible for the funding of citizens enrolled within the boundaries of the Town. The Town may delegate, appropriate, or allocate such funds for this project in accordance with the laws of the Commonwealth of Virginia.

As Local Champion, the Tazewell County Public Library Foundation agrees to publicize within the Town of Richlands for anyone interested in enrolling in this program, registering any interested and qualified children in the program, paying monthly invoices directly to the Imagination Library (which is set at \$25 per child per year), picking up any undeliverable books from Richlands' Post Office. The Local Champion shall be responsible for any other day to day maintenance that may occur in the development and ongoing relationship with the Imagination Library.

Both Parties will be responsible for completing and submitting any such documentation for establishing and maintaining an active status for the Imagination Library.

MOU Local Champion for Dolly Parton's Imagination Library

The contact from the Town of Richlands shall be the Town Manager, or his designee. The contact for the Tazewell County Public Library shall be Erica Galloway, or her designee. Any resignation of the named individual herein shall be communicated to the other party.

This agreement is hereby agreed and entered into on behalf of the Town of Richlands and the Tazewell County Public Library Foundation, this _____ day of _____, 2024.

Town Manager

Tazewell County Public Library Foundation

Town of Richlands, VA

Town Council Meeting

Staff Summary

Action Item

| | | | |
|--------------------------|-------------------------------------|---------------------|--|
| Agenda Title: | Generator Capital Project Ordinance | | |
| Staff Contact(s): | Jason May | | |
| Agenda Date: | November 12, 2024 | Item Number: | |
| Attachment(s): | | | |
| Reviewed By: | Susan Whitt | | |

SUMMARY:

The proposed ordinance (O-2024-12-04) establishes a new capital improvement account specifically for the Richlands Generator Project. This account will manage \$6 million in secured funding for the planned 5 MW natural gas-powered generator that will provide electricity production and storage capabilities for the Town.

Key Components:

1. Account Structure:

- Dedicated capital project account
- Separate line item in Town budget starting FY 2025
- Quarterly reporting requirements to Town Council
- Consolidated management of multiple funding sources

2. Funding Sources:

- \$2M Tobacco Commission Grant
- \$2M Tobacco Commission Low-Interest Loan
- \$2M AMLER (Abandoned Mine Land Reclamation) Grant
- Additional potential sources:
 - Town appropriations
 - Other state and federal grants
 - Private donations and contributions
 - Bond proceeds

3. Fund Usage:

- Planning and engineering costs
- Equipment purchase
- Construction expenses
- Ongoing maintenance
- Remaining funds may be:
 - Retained for generator maintenance
 - Transferred to other capital projects as approved by Council

4. Oversight:

- Town Manager responsible for quarterly reports
- Regular updates on project status and account balance
- Council authority over fund transfers
- Compliance with multiple grant requirements

FINANCIAL IMPACT AND FUNDING SOURCE:

1. Direct Financial Impact:

- Creation of new dedicated account
- No immediate appropriation required
- Allows for proper tracking of multiple funding sources:
 - \$2M Tobacco Commission Grant
 - \$2M Tobacco Commission Loan
 - \$2M AMLER Grant
 - Other grants or funding as received
- Total committed funding to date: \$6M

2. Administrative Requirements:

- Staff time for quarterly reporting
- Account management and oversight
- Budget line item creation and maintenance
- Grant compliance and reporting
- Loan servicing management

3. Long-term Financial Benefits:

- Enhanced energy independence
- Potential reduction in peak power costs
- Emergency power generation capability
- Infrastructure improvement

RECOMMENDATION:

Staff recommends approval of Ordinance O-2024-12-04 as it:

1. Establishes proper financial controls for the \$6M generator project
2. Creates transparency through regular reporting requirements
3. Ensures dedicated funding for project completion and maintenance
4. Complies with state and local financial management requirements
5. Provides flexibility for future maintenance funding
6. Supports proper management of multiple funding sources
7. Facilitates tracking of grant compliance requirements
8. Enables efficient project implementation and oversight

The ordinance requires two readings before the Town Council for final adoption. Upon approval, staff will begin the process of establishing the account and implementing the required reporting structures.

ORDINANCE NO.: O-2024-12-04

**TITLE III: ADMINISTRATION
CHAPTER 36: CAPITAL IMPROVEMENT ACCOUNTS**

CAPITAL IMPROVEMENT ACCOUNTS

Creation of New Ordinance 36.04

BE IT ORDAINED by the Council of the Town of Richlands, Virginia, pursuant to §§2.2(3) and 3.4(2) of the Town Charter, Section 32.45, 32.46, and 32.48 of the Richlands Town Code, and Virginia Code §§15.2-2501 and 15.2-2505, that the Council hereby IMPLEMENTS Section 36.03 of the Town Code regarding a capital improvement account for the Generator Account:

§36.04 RICHLANDS GENERATOR CAPITAL ACCOUNT

- (A) The Town hereby establishes a capital project account for the Richlands Generator project which shall comprise of a natural gas powered generator for the production of electricity to be provided or stored for the Town of Richlands.
- (B) Funding for this account may come from any or all of the following sources:
- a. Moneys appropriated and made available by the Town
 - b. Grants from state or federal agencies
 - c. Donations or contributions from private individuals or organizations
 - d. Bond proceeds, if applicable
 - e. Any other moneys which may be made available to the Town for the purpose of this project.
- (C) Any money held in this account shall be used solely for the planning, construction, and maintenance of the Richlands Generator Project. Upon completion of such project, any remaining money held in the account may be further held in this account for maintenance of the Richlands Generator or transferred to another Capital Improvement Project as deemed appropriate by the Richlands Town Council.
- (D) This account shall have its own line item of the Town's budget starting fiscal year 2025 and each fiscal year thereafter.
- (E) The Town Manager, or his designee, shall provide quarterly reports to the Town Council on the status of the Richlands Generator Project and the balance of this Capital Account.

First Reading: _____

Second Reading: _____

On ____ day of _____, 2024, A motion was made by _____, and seconded by _____, for adoption of such ordinance as presented.

| | | |
|-------|----------|-------|
| VOTE: | Bales | _____ |
| | Jackson | _____ |
| | Mollo | _____ |
| | J. White | _____ |
| | S. White | _____ |
| | Wood | _____ |

Rodney D. Cury, Mayor

Amanda Beheler, Clerk

Effective Date (*30 days from passage, unless passed as emergency*):

Town of Richlands, VA

Town Council Meeting

Staff Summary

Action Item

| | | | |
|-------------------|-------------------|--------------|--|
| Agenda Title: | Little League MOU | | |
| Staff Contact(s): | Jason May | | |
| Agenda Date: | November 12, 2024 | Item Number: | |
| Attachment(s): | | | |
| | | | |
| Reviewed By: | Susan Whitt | | |

SUMMARY:

The proposed Memorandum of Understanding (MOU) updates and clarifies the agreement between the Town of Richlands and Richlands Athletic League (RAL) regarding the use and maintenance of baseball and softball facilities within the Town.

Key Components:

1. Facility Assignments:

- Flannary Majors Field & Mary Ann Strong Minors Field:
 - RAL retains full jurisdiction and sole use
 - RAL responsible for maintenance and improvements
 - Located at 1851 Cranwell Drive
- Williams Park Softball/Tee Ball Fields:
 - RAL assumes full responsibility starting January 1, 2024
 - RAL maintains areas inside fences
 - Town maintains areas outside fences
 - Located at 115, 200, 215 Williams Park Road
- Williams Park Senior Baseball Field:
 - Retained by Town for other uses (RYBC, High School)
 - RAL maintains concession rights
 - Shared batting cage use

2. Maintenance Responsibilities:

- RAL:
 - All playing fields under their jurisdiction
 - Press boxes and storage structures
 - Areas inside fences
 - Assistance with bathroom supplies
- Town:
 - Williams Park common areas
 - Bathroom facilities
 - Areas outside fences

- Senior Baseball Field

3. Usage Rights:

- RAL can authorize third-party usage through written agreements
- Rental fees paid to Richlands Recreation Park
- RAL serves as primary contact for field usage
- Shared facilities coordinated between parties

4. Agreement Terms:

- One-year duration (October-September)
- Automatic renewal if no modifications requested
- Formal notice required for changes
- Modification possible through attachments

FINANCIAL IMPACT AND FUNDING SOURCE:

1. Direct Cost Savings:

- RAL assumes maintenance costs for multiple facilities
- Reduced town maintenance responsibilities
- Shared bathroom supply costs

2. Revenue Considerations:

- Facility rental fees directed to Recreation Park
- Concession rights retained by RAL
- Cost sharing for future improvements

RECOMMENDATION:

Staff recommends approval of the MOU for the following reasons:

1. Clarifies responsibilities between Town and RAL
2. Reduces Town maintenance obligations while maintaining ownership
3. Establishes clear procedures for facility usage
4. Provides framework for future cooperation
5. Maintains public access through organized channels
6. Protects Town's long-term interests in facilities
7. Creates efficient management structure for sports facilities

Upon approval, staff will work with RAL to implement the transition of responsibilities and establish necessary communication protocols.



RICHLANDS ATHLETIC LEAGUE

P.O. Box 1737 ~ Richlands, VA 24641 ~ RichlandsLittleLeague.org ~ (276) 971-1984

League ID: 034-61-113

Memorandum of Understanding

The following information contained in this Memorandum of Understanding as agreed upon by the **Town of Richlands, VA, Richlands Recreation Commission** and the **Richlands Athletic League** serves as documentation pertaining to the usage of area baseball and softball fields/indoor practice facility/batting cages by the league. This document supersedes any previous documents as the official agreement of use between the Town of Richlands and Richlands Athletic League.

I

Richlands Athletic League Baseball & Softball Fields Indoor Practice Facility

Flannary Majors Field; Mary Ann Strong Minors Field; Indoor Practice Facility

- 1851 Cranwell Drive, Richlands, VA 24641 (also potentially referred as to include 1800 & 1819 3rd Street, Richlands, VA on Google Maps)
- 1. Richlands Athletic League retains jurisdiction over and sole use of Flannary Majors Field; Mary Ann Strong Minors Field; Indoor Practice Facility for the entire calendar year. (12 months/52 weeks/365 days)
- 2. Richlands Athletic League bears the financial and physical responsibility of maintenance, up keep, and improvements related to these facilities for the entire calendar year.
- 3. Richlands Athletic League reserves the right to allow any other organizations, groups, or teams to have fair usage of the above listed facilities by written permission and/or written use agreement signed by an appointed representative of the RAL Board of Directors.
- 4. The Town of Richlands retains ownership over the real property on which these facilities are constructed as deeded to the Town of Richlands from the Commonwealth of Virginia however the Town of Richlands may not remove, destroy, or interfere with any existing structures on said real property absent proper notice to RAL, formal hearing, and any potential court proceedings.

II

Williams Park Majors Softball/Minors Softball/Tee Ball Fields

115, 200, 215 Williams Park Road, Richlands, VA 24641

1. Richlands Athletic League will assume responsibility, jurisdiction over, and sole use of the above listed fields from the Town of Richlands for the entire calendar year beginning on January 1, 2024.
2. Richlands Athletic League bears the financial and physical responsibility of maintenance, up keep, mowing, and improvements related to these facilities, inside the fences/fields of play, for the entire calendar year.
3. Town of Richlands retains responsibility of maintenance, up keep, mowing, and improvements for all other areas of Williams Park located outside the fences/fields of play. However, Richlands Athletic Agrees to assist the town by maintaining and weed-eating along the areas immediately outside the playing field fences.
4. Richlands Athletic League retains jurisdiction and sole use of press boxes and storage structures which shall be secured and locked by Richlands Athletic League for the entire calendar year. (12 months/52 weeks/365 days) If the Town of Richlands and/or Richlands Rec Commission requires a key to these buildings for maintenance or other lawful use then a key and/or access code will be provided to the Richlands Recreation Commission Director upon request.
5. The Town of Richlands retains responsibility for routine maintenance and cleaning of the Williams Park Bathroom facilities however Richlands Athletic League agrees to assist the Town of Richlands in maintaining stock of paper products/soap within the Williams Park Bathrooms with stock provided by Town of Richlands as well as ensuring the bathroom facilities are clean and ready for use after each night of scheduled games. This agreement may be modified by the parties at any time in writing.
6. Richlands Athletic League reserves the right to allow any other organizations, groups, or teams to have fair usage of the above listed facilities by written permission and/or written use agreement signed by an appointed representative of the RAL Board of Directors as long as requested use does not interfere with scheduled league events. However, all associated fees with facility rentals shall be paid by parties requesting rental/fair use directly to the Richlands Recreation Park. All other monies raised or collected shall be retained by the renting parties with appropriate donations made to Richlands Athletic League as agreed up between the parties. Richlands Athletic League shall be the point of contact for usage of fields by citizens and will ensure proper communication between the Town of Richlands and Richlands Athletic League on permitted usages.

7. The Town of Richlands retains ownership over the real property on which these facilities are constructed as deeded to the Town of Richlands from the Commonwealth of Virginia however the Town of Richlands may not remove, destroy, or interfere with any existing structures on said real property, except for routine repair, renovations, or maintenance, absent proper notice, formal hearing, and any potential court proceedings.

III

Williams Park Senior Baseball Field; RAL Batting Cage

125 Williams Park Road, Richlands, VA 24641

1. Richlands Athletic League agrees that sole use of the Williams Park Senior League Baseball Field (located directly beside the Richlands Water Treatment Plant) shall be retained by the Town of Richlands and may be designated for use as deemed appropriate, such as use by and for the Richlands Youth Baseball Club (RYBC) or Richlands High School.
2. As such, the Town of Richlands, or designee, shall bear the financial and physical responsibility of maintenance, up keep, and improvements related to this facility for the entire calendar year.
3. Richlands Athletic League reserves the right to use and operate the Concessions Facility, located directly underneath the Williams Park Senior Field Press Box, as it is the only permanent Concessions structure located within the confines of Williams Park. Richlands Athletic League agrees to cooperate and share use with other organizations, such as RYBC as determined between the parties.
4. Richlands Athletic League reserves the right to fair and equal use of the RAL Batting Cage located between the fences of the Williams Park Senior Field and the Williams Park Majors Softball Field. Richlands Athletic League agrees to cooperate and share use with other organizations as determined between the parties.

IV

Future Projects

1. Richlands Athletic League agrees to cooperate with Town of Richlands in the planning and construction of future projects. Future projects and or requests will be directed to the Recreation Commission and/or Town Manager for Town of Richlands at the appropriate

time. This Memorandum of Understanding may be modified to include future agreements by incorporation of attachments without formal modification of this executed document.

V

Duration of Agreement/Renewal

1. This agreement shall be valid, and in full force and effect, upon execution.
2. This agreement shall be valid for the period of one (1) calendar year which shall run from October through September, however, if initial execution of this agreement occurs prior to October then it shall remain valid and in full force and effect from date of execution for a full calendar year and until the following September.
3. If at the expiration of said calendar year, no party has come forward seeking modification or termination of this agreement, then this agreement can be re-executed with updated dates and signatures for accurate representation of the Town of Richlands and the Richlands Athletic League subject to approval of both parties.
4. If any party seeks modification or termination of this agreement, then formal notice must be given to all parties as well as opportunity to be present and heard at any meeting or hearing prior to any action for modification or termination.

This agreement is hereby agreed and entered into on behalf of the Town of Richlands and Richlands Athletic League, this _____ day of _____, 2024.

Town Manager

Recreation Commission Director

Town Attorney

Town Mayor

RAL President

RAL Board Member

Town of Richlands, VA

Town Council Meeting

Staff Summary

Action Item

| | | | |
|-------------------|-------------------|--------------|--|
| Agenda Title: | RYBC MOU | | |
| Staff Contact(s): | Jason May | | |
| Agenda Date: | November 12, 2024 | Item Number: | |
| Attachment(s): | | | |
| | | | |
| Reviewed By: | Susan Whitt | | |

SUMMARY:

The proposed Memorandum of Understanding (MOU) establishes the agreement between the Town of Richlands and Richlands Youth Baseball Club (RYBC) regarding the use and maintenance of Williams Field at Critterville Park. This agreement coordinates usage between RYBC and school programs while maintaining Town ownership.

Key Components:

1. Facility Management:
 - Williams Field (Senior League Baseball Field):
 - RYBC jurisdiction: March through October
 - Shared use with school programs
 - Located at Williams Park Road
2. Usage Priority:
 - Established hierarchical access:
 - Richlands High School Varsity
 - Richlands High School Junior Varsity
 - Richlands Middle School
 - Other approved organizations
3. Maintenance Responsibilities:
 - RYBC:
 - All areas inside baseball fence (March-October)
 - Weed eating immediately outside fences
 - Collaboration with school programs for year-round maintenance
 - Press box security and access management
 - Shared Facilities:
 - Concession area coordination with Richlands Athletic League
 - Access management for third-party usage
4. Usage Rights:
 - RYBC can authorize third-party usage through written agreements
 - Rental fees paid to Richlands Recreation Park

- RYBC maintains usage calendar
 - Coordinated access to concession facilities
5. Agreement Terms:
- One-year duration (October-September)
 - Automatic renewal if no modifications requested
 - Formal notice required for changes
 - Annual review opportunity

FINANCIAL IMPACT AND FUNDING SOURCE:

1. Direct Cost Savings:
 - RYBC assumes seasonal maintenance costs
 - Shared maintenance with school programs
 - Reduced town maintenance responsibilities
2. Revenue Considerations:
 - Facility rental fees directed to Recreation Park
 - Coordinated concession operations
 - Maintenance cost sharing between multiple organizations

RECOMMENDATION:

Staff recommends approval of the MOU for the following reasons:

1. Establishes clear maintenance responsibilities
2. Prioritizes school athletic program access
3. Creates efficient coordination between multiple user groups
4. Maintains public access through organized channels
5. Reduces Town maintenance costs
6. Preserves Town's property interests
7. Supports youth sports development
8. Facilitates cooperation between community organizations

Upon approval, staff will work with RYBC and school officials to implement the agreement and establish necessary communication protocols.



Richlands Youth Baseball Parents Club, INC.
PO Box 935
Pounding Mill, VA - 24637

Supporting Baseball in the Richlands Community

Memorandum of Understanding

The following information contained in this Memorandum of Understanding as agreed upon by the **Town of Richlands, Virginia, Richlands Recreation Commission, and Richlands Youth Baseball Club** serves as documentation pertaining to the upkeep of Williams Field at Critterville Park in Richlands, Virginia by Richlands Youth Baseball Club in coordination with Richlands Middle and High School Coaching staff.

I

Williams Field (Senior League Field) Williams Park Road, Richlands VA 24641

1. Richlands Youth Baseball Club will retain jurisdiction over Williams Field/Senior League Baseball Field at Critterville Park from the first of March through the end of October.
2. Richlands Youth Baseball Club will bear financial responsibility of maintenance and upkeep related to any area inside the baseball fence from March 1 through the end of October. Richland Youth Baseball Club also agrees to maintain and weedeat along the areas immediately outside the playing field fences from March 1 through the end of October.
3. Richlands Youth Baseball Club will collaborate with Richlands High School/Richlands Middle School Baseball Programs to provide physical upkeep of the fields throughout the entire calendar year in return for the usage of the fields for practice and play during seasonal and off seasonal activities. Preferred usage of the field will occur in the following order: Richlands High School Varsity; Richlands High School Junior Varsity; Richlands Middle School; other approved organizations, groups or teams.
4. Richlands Youth Baseball Club reserves the right to allow any other organizations, groups, or teams to have fair usage of the above listed facility by written permission and/ or written use agreement signed by RYBC President. All requests and usage shall be maintained on a calendar schedule maintained by RYBC. All associated fees with facility rental shall be paid by parties requesting rental/fair use directly to the Richlands Recreation Park. All other monies raised or collected shall be retained by the renting parties with appropriate donations to Richlands Youth Baseball Club as agreed upon between the parties.
5. The Town of Richlands retains ownership over the real property on which this facility is constructed as deeded to the Town of Richlands from the Commonwealth of Virginia, however the Town of Richlands may not remove, destroy or interfere with any existing structures on said real property with the exception of routine or emergency repair, renovations, or maintenance, absent proper notice to RYBC, formal hearing and any potential court proceedings.



Richlands Youth Baseball Parents Club, INC.
PO Box 935
Pounding Mill, VA - 24637

Supporting Baseball in the Richlands Community

6. Richlands Youth Baseball retains jurisdiction and use of press box structure which shall be secured and locked by RYBC for the entire calendar year. (12 months/52 weeks/365 days). If the town of Richlands requires a key to this building for maintenance or other lawful use then a key and/or access code will be provided to the Richlands Recreation Commission Director upon request.
7. Richlands Youth Baseball will notify Richlands Athletic League, who retains jurisdiction over the Concession area of the Press Box regarding usage of the Concession during games and or other events. Other organizations, groups or teams who have rented or have fair usage of the field can request access to the Concession area for usage during stated events and should collaborate with RYBC to gain access to the Concession area.

II

Duration of Agreement/ Renewal

1. This agreement shall be valid, and in full force and effect, upon execution.
2. This agreement shall be valid for the period of one (1) calendar year which shall run from October through September, however if initial execution of this agreement occurs prior to or after October, then it shall remain valid and in full force and effect from the date of execution for a full calendar year and until the following September.
3. If at the expiration of said calendar year, no party has come forward seeking modification or termination of this agreement, then this agreement can be re-executed with updated dates and signatures for accurate representation of the Town of Richlands and the Richlands Youth Baseball subject to approval of both parties.
4. If any party seeks modification or termination of this agreement, then formal notice must be given to all parties as well as opportunity to be present and heard at any meeting or hearing prior to any action for modification or termination.

This agreement is hereby agreed and entered into on behalf of the Town of Richlands and Richlands Youth Baseball Club, this _____ day of _____, 202.

Town Manager

Recreation Director



Richlands Youth Baseball Parents Club, INC.
PO Box 935
Pounding Mill, VA - 24637

Supporting Baseball in the Richlands Community

Town Attorney

Town Council- Chairman

RYBC President

RYBC Board Member

Town of Richlands, VA

Town Council Meeting

Staff Summary

Action Item

| | | | |
|-------------------|----------------------------|--------------|--|
| Agenda Title: | Section House Painting RFP | | |
| Staff Contact(s): | Jason May | | |
| Agenda Date: | November 12, 2024 | Item Number: | |
| Attachment(s): | | | |
| | | | |
| Reviewed By: | Susan Whitt | | |

SUMMARY:

The Town solicited proposals through RFP 2024-10 for the restoration and repainting of the historic section house located at 1542 Front St. The project scope includes paint removal, wood repair, surface preparation, and complete exterior repainting of the structure.

Project Requirements:

1. Complete paint removal from exterior
2. Repair of rotted/damaged wood sections
3. Surface preparation
4. Full exterior repainting
5. Historical restoration experience required

Bid Submissions Received:

1. J. Ross Painting: \$23,000
2. 360 Painting: \$28,000
3. Dynamik Construction Co: \$32,900

Selection Criteria Used:

- Understanding of project requirements
- Experience with historical restoration
- Cost effectiveness
- Timeline for completion
- References and track record

FINANCIAL IMPACT AND FUNDING SOURCE:

1. Project Costs:
 - Lowest qualified bid: \$23,000 (J. Ross Painting)
 - Range of bids: \$23,000 - \$32,900
 - Average bid: \$27,967
2. Funding Source:
 - Proposed for inclusion in FY 2026 budget
 - No current fiscal year impact
 - Project to be scheduled after July 1, 2025

RECOMMENDATION:

Staff recommends:

1. Award the contract to J. Ross Painting for \$23,000, contingent upon:
 - FY 2026 budget approval
 - Verification of required insurance and bonds
 - Reference checks
 - Proof of historical restoration experience
2. Include project funding in FY 2026 budget planning process
3. Authorize Town Manager to execute contract documents upon budget approval

Rationale for recommendation:

- Lowest qualified bid
- Significant cost savings (\$5,000 below next lowest bid)
- Allows time for proper budget allocation
- Provides preservation of historic structure
- Meets all RFP requirements

Upon approval, staff will:

1. Notify successful bidder
2. Include project in FY 2026 budget preparation
3. Prepare contract documents
4. Coordinate project timeline for post July 1, 2025 start

J Ross Painting
1696 Shipley Ferry Rd
Kingsport, TN 37663



Office: (423) 777-ROSS
Email: jrossconglomerate@gmail.com
Website: jrossconglomerate.com

TN License #68456
VA License #2705167550
NC License #102865

Proposal

Name: Debra Harris
Address: 200 Washington Square, Richlands, VA
Email: Dharris@richlands-va.gov
Phone #: (276) 964-2566

Job Name: Town of Richlands EP
Date: 10-04-2024
Sales Person: Glenn Cataen

Description Of Work

| | J Ross is pleased to offer the following proposal: Exterior Painting of Historic Building. | Base bid | Alternate |
|--|--|-----------------|------------------|
| | <p>1: Inspection & Repair Strategy: A visual inspection was conducted on site with Mrs. Whitt & the Mayor. A physical inspection was conducted probing various sections of siding focusing primarily on areas where peeling paint was most accessible & visible.</p> <p>There was minor visual damaged wood, under front left side eaves, a small section of the fascia board as well as one hole approximately 1.5" in diameter, whether there was "rot" could not be determined. There was no rotten wood on any areas probe tested.</p> <p>Fill the one hole approximately 1.5" in diameter, with foam and wood putty, then sanding to paint ready condition.</p> <p>The minor visual damaged wood, under front left side eaves, would only have wood putty applied then sanding to paint ready condition.</p> <p>There will be no carpentry work included in this proposal or scope of work, so keeping with the historic accuracy is not applicable.</p> <p>Lay plastic down around areas where paint is loose to capture as much as possible. Dispose of paint chips following EPA & OSHA standards.</p> | \$23,000.00 | |



| | | | |
|--|--|--|--|
| | <p>Pressure/soft washing exterior of homes siding, railings, lattice, gray foundations, porch ceilings, step risers, step stringers, columns, spindles, exposed eaves, fascia, down spouts and gutters.</p> <p>ESTIMATED TIME NEEDED FOR REPAIRS, LABOR HOURS AND MATERIALS FOR THE ABOVE PROCESS IS APPROXIMATELY 32 MAN HOURS.</p> <p>2:</p> <p>Painting Approach:</p> <p>Lay plastic down around areas where paint is loose to capture as much as possible.</p> <p>Remaining loose paint will be scraped to where it is tightly adhered to substrate.</p> <p>Method of application will be brush and roll.</p> <p>Apply 1 coat of INSL-X HIGH BUILD PEEL BONDING PRIMER to all sections where peeling has occurred.</p> <p>Apply 1 coat of Sherwin Williams exterior primer to any/all areas where wood putty was applied and sanded to paint ready condition.</p> <p>Apply 2 finish coats of Sherwin Williams SUPER PAINT to homes siding, doors, door trim, windows, window trim, window grids, wood railings, lattice, gray foundations, porch ceilings, step risers, step stringers, columns, spindles, exposed eaves, and fascia.</p> <p>Appl2 finish coats of Sherwin Williams DTM on front metal handrails.</p> <p>3:</p> <p>Key Personnel:</p> <p>We have two separate teams of tradesmen who primarily focus on historic restoration projects.</p> <p>When have completed numerous restorations just in the last year.</p> <p>List of historic restorations completed recently.</p> <p>Barter Theater, Abingdon VA.</p> <p>Historic Clock Tower for the Federal Government at the VA Johnson City TN.</p> <p>Chesterfield Inn, Jonesborough TN.</p> <p>Eureka Inn, Jonesborough TN.</p> <p>The Doak House on Main St. Jonesborough TN.</p> <p>The Sanders House on Main St. Jonesborough TN.</p> <p>The Houtari House "on the Hill" Jonesborough TN.</p> | | |
|--|--|--|--|

J Ross Painting
1696 Shipley Ferry Rd
Kingsport, TN 37663



Office: (423) 777-ROSS
Email: jrossconglomerate@gmail.com
Website: jrossconglomerate.com

| | | | |
|--|--|--|--|
| | <p>4: Quality Assurance: A Project Manager will be assigned to this project and visit the job site daily. A Paint Crew Boss/Supervisor will be on-site all day when painting is being completed and managing the painters on the project. We give a 1 year warranty as required by the State of Virginia on craftsmanship.</p> <p>5: Safety & Environmental Considerations: Most if all of this project will be completed using ladders, we will use scaffolding if we feel it is necessary. Lay plastic down around areas where paint is loose to capture as much as possible. Dispose of paint chips following EPA & OSHA standards. Landscaping, shrubs, trees et cetera.(yes that is how it is spelled) :) needed trimmed are the responsible of the city.</p> <p>6: References: William Wennis. Barter Theater. 276-492-3425.</p> <p>Tyler Begley. Tyler Begley Development. 423-677-5454.</p> <p>Richard Preston. Preston Construction. 423-306-7649.</p> <p>Chris Basar. Restoration Consultant & Specialist. 423-483-0303.</p> <p>Dr. William Kennedy. President of the Jonesborough Historical Society. 423-416-4201.</p> <p>7: Costs Proposal: Inspection- FREE. Prep work and cleaning-\$2,500.00. Wood Repair to paint ready condition-\$1,000.00.</p> | | |
|--|--|--|--|

J Ross Painting
1696 Shipley Ferry Rd
Kingsport, TN 37663



Office: (423) 777-ROSS
Email: jrossconglomerate@gmail.com
Website: jrossconglomerate.com

| | | | |
|--|---|--|--|
| | <p>Labor and all paint and sundries-\$19,000.00. Hazardous waste disposal fee-\$500.00. See payment schedule below.</p> <p>8: Project Schedule: Estimated days to complete project is 8-10 days. When we start a project, we stay on that project, until completion unless weather prohibits. Proposed start date is Spring of 2025. This project will be completed before the end of the Town of Richlands VA Fiscal year in June of 2025.</p> <p>Notes: This proposal is for exterior painting of the "Main House" only. Windows and doors exterior sides only. No re-glazing of windows is included or needed from my inspection. We will caulk where and as needed on all surfaces that are being painted. No actual carpentry work is included or needed from my inspection. Windows boxes will be removed and painted by customer. Trimming of "All" landscaping will be completed by customer. Painting of Gutters & Downspouts not included in proposal.</p> <p>You should be very proud of the current condition of this historic property, overall it has been well maintained.</p> | | |
| | | | |

| | | |
|---|--------------------|--|
| CONVENIENCE FEE 3% IF PAID BY CREDIT CARD. (SEE BELOW) | | |
| Job Subtotal (Proposal Price Including labor and materials necessary to complete the job.) | \$23,000.00 | |
| 33% upon acceptance of the proposal | \$7,590.00 | |
| 33% at each corresponding completion of work | \$7,590.00 | |
| 34% for Final Payment | \$7,820.00 | |
| | | |

J Ross Painting
1696 Shipley Ferry Rd
Kingsport, TN 37663



Office: (423) 777-ROSS
Email: jrossconglomerate@gmail.com
Website: jrossconglomerate.com

Proposal limited to 5 interior colors and 3 exterior colors .

All labor and materials included unless otherwise stated above.

Proposal is based on work performed during normal business hours Monday thru Friday

Credit Card Payments will be assessed a 3% fee, please select YES if you plan to pay by card.

Unforeseen conditions and circumstances are not covered in this proposal. Anything not explicitly stated as part of this proposal is excluded.

(PDCA P1-2.6,6-1-18)&(Drywall Finishing Council section 3.2, 1-19-07) visual inspection standards used as basis for work

Note: This proposal will be withdrawn if not accepted and 33% deposit is paid within 10 days

Due to the volatility of material prices J Ross reserves the right to adjust the material portion of this proposal until it is approved and the initial 33% down payment is paid in full.

The above prices, specifications and conditions are satisfactory and are hereby accepted.

You are authorized to do the work as specified.

Payment is due upon completion of work.

{{Contact Signature}}

{{Signature Date}}

Proposal Definitions

Alligatoring/crocodiling - is the large formation or pattern of shallow and deep cracks, which look like the skin of an alligator or crocodile on the surface painted. It is predominately seen on older items that have multiple layers of paint that are not fully removed. On older properties that are not fully restored this will occur.

Allotment - A fixed amount listed in the proposal to cover a specified item or labor. This sets the upper limit for this task/item before a change order will be required.

Application Method/Technique - The means in which paint, pressure washing solutions and drywall mud/texture is applied. Each crew has different means to accomplish the same finished product and unless stated otherwise in the proposal they will implement the best option(s) available to them.

Block Filler - It is used in masonry preparation on concrete block and cinder block (poured and precast). It is used before topcoats so that the surface assumes a flat, smooth, and uniform profile. It is required for professional quality finishes since it seals void, porous, cracked and pin-holed surfaces.

Blocking - A tie between wood or metal studs used to strengthen support or create a strong surface to mount items on drywall, i.e. a towel rack.

Demolition - The act of removing a stated item or portion of an area to prepare for new construction.

DFC - Drywall Finish Council version - (1-19-07)

Drywall/Gypsum Board - A type of board made from plaster, wood pulp, or other material, used especially to form the interior walls of houses.

Framing - The structure used to support other items such as drywall. Framing can be done with metal or wood studs.

Finish Coat - Last coat of paint or other finish intended to be visible and the final product.

Flashing - A occurrence when light reflects against a dried freshly painted surface to create a shimmering "flashing" effect.

IRC 2021 Building Code- The rules and regulations, coupled with local code, that governs all construction.

Load Bearing - A wall or other structure that is supporting part of the overall structure and is the underlying support.

Minor Drywall Repairs - consists of patching nail holes, filling small dents, and embedding popped nails in limited amounts. It excludes tape repairs or replacements, stress cracks properly repaired, and any holes or areas that require cuts. No texturing is included in the definition of minor drywall repairs.

PDCA - Painting Contractors Association version - (5-28-18)

Permit - Authorization from a local governing body to do a set amount of work, tied to a established code (IRC).

Prep and Caulk – Minor sanding, dust removal, putty new nail holes in trim and caulking trim as needed to remove gaps in joints and between the trim and the wall. This excludes any installation caulking such as around windows and all control joints and any fire caulking.

Prime Coat – Or undercoat is a preparatory coating put on materials before painting. Priming ensures better adhesion of paint to the surface, increases paint durability, and provides additional protection for the material being painted. It is not needed on surfaces already painted and is not intended to be visible. Some products are primer and paint in one and therefore do not need a true prime coat applied.

Restoration - a restoring to an unimpaired or improved condition, covers painting only unless specifically stated otherwise. Includes sanding/scraping/chemical treatments to the substrate returning it to its original state. Excludes removal of factory finishes on newer items.

Sheen - The degree of luster of a dried paint film. The typical four are listed as follows: Flat (flat, matte) - No to very low reflection when dry. Eg-shell (low-gloss, eggshell, low sheen, satin, velvet) - Low to medium reflection when dry. Semi-gloss (semi-gloss, pearl, medium luster) - Medium to moderate reflection when dry. Gloss (gloss, high-gloss) - High reflection when dry.

Skim Coat – A method to repair or smooth out an entire wall or area. All the drywall in the designated area will have a thin layer of drywall mud spread over it and then lightly sanded. This produces a smooth paintable surface. Any wallpaper removal by J Ross includes this in the price.

Spot Priming – The process of applying a primer to a particular region of a substrate that need it but not the entire area.

Stain Block – Used to cover stains such as watermarks, nicotine (actually tar), markers, smoke, and prevent them bleeding through newly applied layers of paint. They also provide adhesion over problematic surfaces, giving better film leveling, and durability.

Touch Up - Paint applied to small areas of a pre painted surface, to cover small blemishes or new drywall work. It is not a corner-to-corner painting of an area.

Unforeseen - items hidden during the review of the job but uncovered as the work is performed.

Water Block – A primer designed to seal bare interior and exterior masonry walls from moisture penetration into the structure.

Water Spotting - A paint appearance defect caused by water droplets.

Full Standards Links:

Painting

<https://pcapainted.org/wp-content/uploads/2019/05/PDCA-Standards-May28-2019.pdf>

Drywall

http://www.dwfc.org/wp-content/files/OLD_FILES/Method_for_Inspecting_-_Interior_Wall_Surfaces.pdf

Contract Terms and Conditions

1. Prior to our Arrival:

- a). Secure all pets - to protect your pets and our installers.
- b). Plants - trim or prune any trees, shrubs, bushes that may be overgrown and interfere with any exterior work clearance. We will take every precaution to protect lawns and landscaping, however J Ross is not responsible for any damage to either.
- c). Furniture / Wall Hangings - Please move all furniture to the center of any rooms where painting will occur. Additionally remove all items on walls and remove valuable items from the areas to be painted.

2. Pre-existing Conditions:

Customer agrees that J Ross is not liable for any pre-existing conditions. Any unforeseen items can be repaired for an additional fee.

3. Additional Work:

No other work or materials have been promised or implied. All additional work must be in an approved executed change order. All change orders are 100% payable before work will begin.

4. Jurisdiction:

Any suit, action, or proceeding arising out of or relating to this Agreement shall only be instituted in Sullivan County, State of Tennessee where J Ross is located. Each party waives any objection which it may have now or hereafter to the laying of the venue of such action or proceeding and irrevocably submits to the jurisdiction of any such court in any suit, action, or proceeding.

5. Liquidated Damages:

If the Customer cancels this contract after three business days, the deposit is forfeited for Liquidated Damages. If the Customer cancels the contract after J Ross begins work (partial performance), which includes the ordering of materials, then the customer is responsible for the percentage of work completed, all material costs, plus 10% of the contract price.

6. Warranty:

All work performed by J Ross is warrantied for workmanship for one year from the date of completion. J Ross has made no other warranties regarding the manufactured products.

7. Entire Agreement:

Customer and J Ross agree to waive any and all representations regarding this contract that are not mentioned in it. We also agree that this Contract is the entire agreement between us and supersedes all conversations, statements, and agreements, expressed or implied between the parties, their agents, or representatives. This contract cannot be changed unless the changes are in writing and signed by both parties.

8. Limit of Liability:

J Ross's liability is limited to the contract price.

9. Past Due Balance: The Customer agrees to satisfy all obligations under this Agreement when due. If the Customer fails to satisfy an outstanding balance when due, a service charge of 1% per month shall be applied to the balance.

10. Photos: The customer understands that by execution of this Agreement J Ross has permission to take photos of the work performed, (before and after) and to use those photos on social media, advertisements and other marketing materials as needed. However, at no time will any photos of people, animals or an address be used or displayed in any manner. Upon request J Ross can provide a detailed photo release document for execution by both parties.

11. Attorney Fees and Costs:

Upon execution of this contract the customer is liable for any and all costs including attorney's fees incurred by J Ross arising from or related in any manner to the enforcement of this Contract including collection of contract amount.

12. Termination by Contractor: The Contractor may terminate this Contract if, through no act or fault of the Contractor or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, there are repeated suspensions, delays, denied access, or interruptions of the entire Work by the Owner. In addition to any delays this provision applies to unreasonable requests, an environment deemed unsafe or hostile and quality expectations beyond the standards referenced in the contract by the Owner. Additionally, the Contractor may, at its option, terminate this Contract upon the failure to make a payment of any amount, which will become due immediately following submission of appropriate billing. The Contractor's recovery in the event of such termination shall be limited to payment for all Work to date as well as all purchased materials for the job. Owner shall pay Contractor the pro rata portion of the Contract Sum applicable to the portion of the Work theretofore completed and any proven loss sustained by Contractor upon any materials, equipment, tools, construction equipment and machinery, and for reasonable demobilization costs (but in no event shall the total amount exceed the Contract Sum). All materials purchased for the job will become the property of the Owner upon this final payment.

Town of Richlands, VA

Town Council Meeting

Staff Summary

Action Item

| | | | |
|--------------------------|------------------------------|---------------------|--|
| Agenda Title: | Mc Gill Engineering Contract | | |
| Staff Contact(s): | Jason May | | |
| Agenda Date: | November 12, 2024 | Item Number: | |
| Attachment(s): | | | |
| | | | |
| Reviewed By: | Susan Whitt | | |

SUMMARY:

The proposed Master Services Agreement establishes McGill Associates as a professional consulting firm for the Town of Richlands. This agreement would allow the Town to efficiently engage engineering services through both specific task orders and on-demand services.

Key Components:

1. Service Types:
 - Task Order Projects (defined scope)
 - On-Demand Services (as-needed basis)
 - Additional Services (beyond original scope)
2. Professional Services Available:
 - Engineering Design
 - Project Management
 - Construction Administration
 - Environmental Services
 - Surveying
 - Grant Administration
 - Planning Services
3. Agreement Structure:
 - Master agreement governs overall relationship
 - Individual task orders for specific projects
 - Hourly rates for on-demand services
 - 12-month rate schedule validity
4. Insurance Requirements:
 - Auto Liability: \$1M per person, \$2M per accident
 - General Liability: \$1M occurrence, \$2M aggregate
 - Professional Liability: \$2M per claim
 - Workers Compensation: Statutory requirements

FINANCIAL IMPACT AND FUNDING SOURCE:

1. Cost Structure:

- Task Orders: Project-specific pricing
 - On-Demand Services: Hourly rates per fee schedule
 - Expenses: Mileage (\$0.70/mile), equipment rentals, direct costs
2. Professional Rate Ranges:
- Senior Principal: \$300/hour
 - Project Engineers: \$155-185/hour
 - Technical Staff: \$85-150/hour
 - Construction Services: \$105-200/hour
3. Payment Terms:
- Monthly invoicing
 - 30-day payment requirement
 - 1.5% monthly interest on late payments

RECOMMENDATION:

Staff recommends approval of the Master Services Agreement for the following reasons:

1. Provides flexible access to professional engineering services
2. Streamlines procurement for routine engineering needs
3. Establishes clear terms and conditions for all future work
4. Maintains competitive rates for 12 months
5. Includes comprehensive insurance coverage
6. Allows for task-specific or on-demand services
7. Facilitates rapid response to engineering needs

Upon approval, staff will:

1. Execute the master agreement
2. Establish internal procedures for task order development
3. Set up accounting processes for on-demand services
4. Begin transitioning current engineering needs to new agreement structure

MASTER SERVICES AGREEMENT

This AGREEMENT dated the ____ of _____, 2024, by and between Town of Richlands, Virginia, hereinafter referred to as 'OWNER' and McGill Associates, P.A. with offices at 4950 Brambleton Avenue, SW, Suite A, Roanoke, Virginia, hereinafter referred to as 'ENGINEER'.

WHEREAS, the OWNER, through an advertised, qualifications-based selection process has selected and desires to retain ENGINEER, a professional consulting firm, to provide services for the accomplishment of certain TASKS and PROJECTS, to be defined by subsequent Task Orders which will reference, and be supplements to, this AGREEMENT, and;

WHEREAS the OWNER may require ON-DEMAND professional consulting services from time to time that fall outside of an executed task order, and;

WHEREAS the ENGINEER desires to provide such professional consulting services as may be agreed to by the parties in accordance with this AGREEMENT;

NOW, THEREFORE, in consideration of the mutual covenants and benefits contained herein, it is hereby mutually understood and agreed as follows:

1 TYPES OF SERVICES RENDERED

1.1 SERVICES RENDERED FOR PROJECT TASK ORDERS

- 1.1.1 This Agreement shall apply to as many projects as OWNER and ENGINEER agree will be performed under the terms and conditions of this Agreement. Each project ENGINEER performs for OWNER hereunder shall be designated by a "Task Order". No Task Order shall be binding or enforceable unless and until it has been properly executed by both OWNER and ENGINEER. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
- 1.1.2 In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control.
- 1.1.3 In performing services pursuant to this Agreement and any Task Order, ENGINEER shall comply with all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

- 1.1.4 A detailed Scope of Services for each Task Order, or for Additional Services, will be developed at the direction of the OWNER and will formally become a part of this Agreement through a Task Order executed by both parties. Each Task Order shall include payment provisions and provisions for time of completion by ENGINEER. Unless expressly stated otherwise in a given Task Order, ENGINEER shall perform the Scope of Services outlined in each Task Order. Additional Services are services not expressly included in the Scope of Services and can be added to the Scope for additional fees upon the agreement of both parties.

1.2 ON-DEMAND SERVICES

- 1.2.1 From time to time, on an as-needed basis, for efforts with undefined or varying scope, the OWNER may request On-Demand Services be rendered by the ENGINEER. This AGREEMENT shall apply for On-Demand Services initiated by the OWNER and rendered by the ENGINEER.
- 1.2.2 On-Demand Services requested and authorized by the OWNER, that are agreed to and rendered by the ENGINEER, shall be provided on an hourly basis in accordance with the "Basic Rate and Fee Schedule" attached hereto as "Exhibit A".
- 1.2.3 Services performed by the ENGINEER to assist the OWNER in developing a task order, including on-site and virtual meetings with the OWNER, shall be billed as ON-DEMAND services.

2 OWNER'S RESPONSIBILITIES

- 2.1 Provide full information as to the requirements for the Project.
- 2.2 Assist the ENGINEER by placing at his disposal all available information pertinent to the Project including previous documents and any other data relative to evaluation, design and construction of the Project.
- 2.3 Furnish the ENGINEER any existing data and information for property boundary, easement, right-of-way, operating information, previous construction plans, topographic and utility surveys; zoning and deed restriction; all of which the ENGINEER may rely upon in performing his services under this Agreement.
- 2.4 Guarantee access to and make all provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform his services under this Agreement.

- 2.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by the ENGINEER and render decisions and comments pertaining thereto within a reasonable time so as not to delay the services of the ENGINEER.
- 2.6 Pay for all costs incidental to conducting subsurface or structural investigations or other types of construction materials testing and analysis needed for proper design and construction of the project. The provision of such services including subsurface, geotechnical, special inspections and materials testing, should they be required, shall be paid for by the OWNER and contracted directly between the OWNER and the consultant providing such services. OWNER shall pay all costs associated with advertising, soliciting bids or proposals from Contractors.
- 2.7 Provide such legal, accounting and insurance counseling services as may be required for the Project, and such auditing services as may be required to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract.
- 2.8 Designate a person to act as OWNER's representative with respect to the work to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this Agreement.
- 2.9 Give prompt notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any deficiency in design or defect in the Project.
- 2.10 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project, subject to the obligations of the ENGINEER outlined in Section 2.2.3 of this Agreement.
- 2.11 Furnish or direct the ENGINEER to provide necessary Additional Services as stipulated in Section 3 of this Agreement or other services as required.
- 2.12 Bear all costs incident to compliance with the requirements of this Section.

3 GENERAL CONDITIONS

- 3.1 SCOPE OF SERVICES – ENGINEER shall render professional consulting services to the OWNER as set forth in this AGREEMENT and specific to each of the individual

Task Orders or as may be required by the OWNER from time to time in the provision of On- Demand Services.

- 3.2 STANDARD OF CARE – ENGINEER will perform its services using that degree of skill and diligence normally employed by professional engineers or consultants performing the same services at the time, place and condition these services are rendered.
- 3.3 AUTHORIZATION TO PROCEED – Execution of this Agreement will be considered authorization for ENGINEER to proceed with any ON-DEMAND Services that may be required and initiated by the OWNER. The execution by the OWNER of each Task Order will be considered authorization to proceed only for the scope of work specific to that individual Task Order.
- 3.4 CHANGES IN SCOPE – The OWNER may request changes in the Scope of Services provided in Task Orders. If such changes affect ENGINEER's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to the associated Task Order.
- 3.5 COMPENSATION:
 - 3.5.1 The OWNER shall pay the compensation to ENGINEER for services rendered as set forth in each of the Task Orders initiated by the OWNER. The OWNER shall compensate ENGINEER for ON-DEMAND services initiated by the OWNER and rendered by ENGINEER, on an hourly plus expenses basis in accordance with the ENGINEER's "Basic Rate and Fee Schedule" attached hereto as "Exhibit A". This Standard Fee Schedule shall be valid for a period of twelve (12) months starting upon the date of the OWNER's execution of this agreement.
 - 3.5.2 Engineer shall submit invoices to the OWNER monthly for work accomplished under this agreement and the OWNER agrees to make full payment to ENGINEER within thirty (30) days of receipt of the invoices. OWNER further agrees to pay interest on all accounts invoiced and not paid within said thirty (30) days at a rate of 1-1/2 percent per month (18 percent per annum), until paid unless OWNER disagrees in writing to the invoice within said thirty (30) days. It is also mutually agreed that should the OWNER fail to make prompt payments as described herein, ENGINEER reserves the right to immediately stop all work under this agreement until disputed amounts are resolved.
- 3.6 PERSONNEL – ENGINEER represents that it has, or will secure at their own expense, all personnel required to perform the services under this agreement except those noted as additional services or beyond the scope of this AGREEMENT and that such personnel will be fully qualified and adequately supervised to perform such services.

It is mutually understood that should the scope of services require outside subcontracted services, ENGINEER may do so at their discretion.

- 3.7 OPINIONS OF PROBABLE CONSTRUCTION COST – Any cost estimates provided by ENGINEER shall be considered opinions of probable costs. These along with project economic evaluations provided by ENGINEER will be on a basis of experience and judgment, but, since ENGINEER has no control over market conditions or bidding procedures, ENGINEER cannot warrant that bids, ultimate construction cost, or project economics will not vary from these opinions.
- 3.8 TERMINATION – This Agreement may be terminated by OWNER upon 15 days written notice for any reason or no reason at all. This Agreement may also be terminated by either party if the other party fails substantially to perform through no fault of the non-defaulting party and does not commence correction of such non-performance within five (5) working days of written notice to do so and diligently complete the correction thereafter. On termination, ENGINEER will be paid for all authorized work performed up to the termination date plus reasonable project closeout costs.
- 3.9 LIMITATION OF PROFESSIONAL LIABILITY – ENGINEER'S liability (including the liability of ENGINEER'S directors, officers, employees and subcontractors) for OWNER's damages resulting from professional negligence, errors and omissions will, in aggregate, not exceed the total fees paid by the OWNER for the Scope of Services referenced herein or \$100,000.00, whichever is greater. This provision takes precedence over any conflicting provision of this Agreement, Task Orders or any documents incorporated into it or referenced by it. At additional cost, OWNER may obtain a higher limit prior to commencement of services.
- 3.10 ASSIGNABILITY – This agreement shall not be assigned or otherwise transferred by either ENGINEER or the OWNER without the prior written consent of the other party.
- 3.11 SEVERABILITY – The provisions of this Agreement shall be deemed severable, and the invalidity or enforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement is deemed unenforceable for any reason whatsoever, such provision shall be appropriately limited and given effect to the extent that it may be enforceable.
- 3.12 OWNERSHIP OF DOCUMENTS – The intellectual property contained in documents, calculations, drawings, maps and other items generated during the performance of services by the ENGINEER shall remain the property of ENGINEER. The foregoing notwithstanding, ENGINEER grants OWNER a non-revocable license to use the deliverables in any manner its sees fit in connection with the intended Project. Use

beyond the intended Project is prohibited. ENGINEER shall assume no liability for inappropriate use of the deliverables.

- 3.13 EXCUSABLE DELAY – If performance of service is affected by causes beyond ENGINEER control, project schedule and compensation shall be equitably adjusted.
- 3.14 INDEMNIFICATION – OWNER and ENGINEER agree to indemnify, defend and hold each other harmless from any and all claims, and costs brought against either party which arises in whole or in part out of the failure by the other party to promptly and completely perform its obligations under this agreement, and as assigned in each of the Task Orders or services rendered as On-Demand. Information supplied by the OWNER shall be deemed reliable by ENGINEER in performing its duties.
- 3.15 INSURANCE – ENGINEER shall provide and maintain, at its own expense, during the term of this Agreement the following insurance covering its operations. Evidence of such insurance shall be delivered to the OWNER on or before the commencement of work. OWNER shall be given written notice at least thirty (30) days in advance of any termination of any insurance coverage.
 - 3.15.1 AUTOMOBILE LIABILITY – Bodily injury and property damage liability insurance covering all owned, non- owned, and hired automobiles for limits for bodily injury of not less than \$1,000,000 per person and \$2,000,000 per accident, and property damage limits of not less than \$1,000,000 per accident. The automobile liability insurance coverage amounts may be satisfied with a combination of primary and excess/umbrella coverage.
 - 3.15.2 COMMERCIAL GENERAL LIABILITY – Bodily injury and property damage liability shall protect the ENGINEER performing work under this Agreement from claims of bodily injury or property damage which arise from operation of this Agreement, whether such operations are performed by ENGINEER or anyone directly or indirectly working for or on ENGINEER's behalf. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/\$2,000,000 aggregate and \$1,000,000 property damage each occurrence/\$2,000,000 aggregate. This insurance shall include coverage for products/completed operations, personal and advertising injury liability and contractual liability in an amount not less than \$1,000,000 each occurrence / \$2,000,000 aggregate. The liability insurance coverage amounts may be satisfied with a combination of primary and excess/umbrella coverage.
 - 3.15.3 PROFESSIONAL LIABILITY – Insuring against professional negligence/ errors and omissions on an occurrence basis with policy limits of \$2,000,000 per claim / \$2,000,000 annual aggregate.

- 3.15.4 WORKER'S COMPENSATION – Worker's Compensation insurance meeting the statutory requirements of the State of North Carolina, even if not required by law to maintain such insurance. Said Workers' Compensation insurance shall have at least the following limits: Employers Liability - \$500,000 per accident limit, \$500,000 disease per policy limit, \$500,000 disease each employee limit.
- 3.16 CHOICE OF LAW – This Agreement shall be governed by the internal laws of the Commonwealth of Virginia.

4 PAYMENT TO THE ENGINEER

4.1 PAYMENT FOR SERVICES RENDERED

- 4.1.1 TASK ORDERS – The OWNER will pay the ENGINEER for services rendered as outlined in each Task Order.
- 4.1.2 ON-DEMAND SERVICES – Due to the limited scope and short duration of need, the OWNER will pay the ENGINEER for services rendered for OWNER authorized On-Demand services an amount based on actual time, materials spent plus expenses incurred by principals, employees and agents of the ENGINEER in accordance with Exhibit "A" — Basic Rate and Fee Schedule.
- 4.1.3 ENGINEER will invoice separately for each Task Order and OWNER authorized On-Demand services, should there be any. Each On-Demand services invoice will include an itemization of ENGINEER's staff type, hours expended, and expenses incurred.

4.2 PAYMENT FOR ADDITIONAL SERVICES

- 4.2.1 Should the OWNER initiate additional services beyond those included in an individual Task Order, the OWNER agrees to pay the ENGINEER for those Additional Services rendered an amount based on actual time spent and expenses incurred by principals and employees of the ENGINEER assigned to the Task Order in accordance with Exhibit "A" — Basic Rate and Fee Schedule, should any of these Additional Services be requested by the OWNER.

5 ENTIRE AGREEMENT

- 5.1 This Agreement and subsequent Task Orders constitutes the entire agreement between the OWNER and ENGINEER and supersedes all prior written or oral

understandings. This Agreement may only be amended, supplemented or modified by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year heretofore indicated above.

McGILL ASSOCIATES, P.A.

By: _____

Wes Fleming, PE
Roanoke Office Manager

Town of Richlands

By: _____

Printed Name and Title

ATTEST: _____
Clerk

BASIC FEE SCHEDULE

July 2024

| PROFESSIONAL FEES | I | II | III | IV |
|---|----------|-----------|------------|-----------|
| Senior Principal | \$300 | | | |
| Principal – Regional Manager – Director | \$245 | \$255 | \$280 | \$290 |
| Practice Area Lead | \$220 | \$240 | \$270 | \$280 |
| Senior Project Manager | \$220 | \$235 | \$260 | \$270 |
| Senior Engineer | \$220 | \$235 | \$260 | \$270 |
| Project Manager | \$190 | \$205 | \$210 | \$215 |
| Senior Project Engineer | \$190 | \$205 | \$210 | \$215 |
| Project Engineer | \$155 | \$165 | \$175 | \$185 |
| Engineering Associate | \$135 | \$140 | \$145 | \$150 |
| Planner- Consultant – Designer | \$140 | \$150 | \$175 | \$190 |
| Engineering Technician | \$120 | \$135 | \$140 | \$150 |
| CAD Operator – GIS Analyst | \$100 | \$110 | \$120 | \$130 |
| Construction Services Manager | \$155 | \$165 | \$180 | \$200 |
| Construction Administrator | \$130 | \$145 | \$155 | \$165 |
| Financial Services Manager | \$140 | \$150 | \$160 | \$170 |
| Grant Administrator | \$125 | \$140 | \$150 | \$160 |
| Construction Field Representative | \$105 | \$115 | \$125 | \$140 |
| Environmental Specialist | \$105 | \$115 | \$120 | \$125 |
| Administrative Assistant | \$85 | \$90 | \$100 | \$115 |
| Survey Party Chief | \$100 | \$115 | \$130 | \$150 |
| Survey Field Technician | \$85 | \$90 | \$95 | \$100 |

EXPENSES

- a. Mileage - \$0.70/mile
- b. Flow Monitoring Equipment: Pressure Flow Meter- \$400/wk.; Gravity Flow Meter - \$1,000/deployment
- c. Robotics/GPS Equipment: \$30/hr.
- d. Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

ASSOCIATED SERVICES

- a. Associated services required by the project such as soil analysis, materials testing, etc., shall be at cost plus ten (10) percent.

ORDINANCE NO.: O-2024-12-03

GENERAL PROVISIONS

Repeal of Existing Ordinance

BE IT ORDAINED by the Council of the Town of Richlands, Virginia, pursuant to §§2.3(4), 2.4(11), and 3.4(4) of the Town Charter, Section 30.04 of the Town of Richlands, Virginia Code of Ordinances (“Town Code”) and Virginia Code §15.2-1806, that the Council hereby REPEALS Section 30.04 of the Town Code regarding the Recreation Commission in its entirety:

§ 30.04. RECREATION COMMISSION

- ~~A) Pursuant to the provisions of VA Code § 15.2-1806, as amended, there is hereby established a Recreation Commission. This Commission shall consist of nine adult members serving without pay, along with a nonvoting member of Council. The members of the Commission shall be appointed by the Council. Six of the members shall reside within the corporate limits of the town and three of the members may reside outside of the corporate limits of the town. The term of office for members shall be for three years or until their successors are appointed and qualified. The term of office for members shall expire on December 31. Vacancies in such Commission occurring otherwise than by expiration of term shall be filled by the Council for the unexpired term.~~
- ~~B) Members of the Commission shall be removed if they miss three consecutive meetings without contacting any other member or if they miss five total meetings in one calendar year.~~
- ~~C) Immediately after their appointments, they shall meet and organize by electing one of their members President and such other officers as may be necessary. The Commission shall have the power to adopt by-laws, rules and regulations for the proper conduct of public recreation for the town area.~~
- ~~D) The Recreation Commission shall provide, conduct and supervise public playgrounds, athletic fields, recreation centers, and other recreation facilities and activities on any of the properties owned or controlled by the town or on other properties with the consent of the owners and authorities thereof. It shall have the power to conduct, or to cooperate with other agencies in conducting, any form of 2017 S-1 General Provisions 5 recreation that will employ the leisure time of the people in a constructive, wholesome manner and to recommend charges and/or fees to be set for the use of the facilities so supervised.~~
- ~~E) The Recreation Director, who is hired within the same guidelines as any other department head, shall, along with the Town Manager, submit a budget for the Recreation Department to the Council for its approval. The Commission, with Council’s approval and concurrence, may also solicit or receive any gifts or bequests of money or other personal property or any donation to be applied, principal or income, for either temporary or permanent use for playgrounds and other recreational purposes.~~

~~F) The Recreation Commission shall make full and complete bi-monthly and annual reports to the governing body of the town and other reports from time to time as requested. The Commission shall also submit a five-year comprehensive plan concerning recreational activities to the Council. Appropriate records of the Commission's meetings and business shall be maintained by the Recreation Department Director.~~

First Reading: _____

Second Reading: _____

On ____ day of _____, 2024 , A motion was made by _____, and seconded by _____, for adoption of such ordinance as presented.

| | | |
|-------|----------|-------|
| VOTE: | Bales | _____ |
| | Jackson | _____ |
| | Mollo | _____ |
| | J. White | _____ |
| | S. White | _____ |
| | Wood | _____ |

Rodney D. Cury, Mayor

Amanda Beheler, Clerk

Effective Date (30 days from passage, unless passed as emergency):

Town of Richlands
Income Statement: 2024 - 2025
For the Period Ending 9/30/2024

| General Fund | | | | | | | | Unappropriated Help. | |
|------------------------|-------------------------------------|---------------------|----------------------|--------------------|--------------|--|--|-----------------------|--|
| Revenues | | | | | | | | (Hurt) | |
| Account Number | Account Description | Estimated Revenue | Activity this Period | Revenue YTD | % Received | | | | |
| 10-3700-410000 | REAL ESTATE TAXES | \$535,000.00 | \$0.00 | \$0.00 | 0.00% | | | (\$535,000.00) | |
| 10-3700-410050 | R E TAX BUDGET | \$20,000.00 | \$4,468.77 | \$13,310.69 | 66.55% | | | (\$6,689.31) | |
| 10-3700-410100 | R.E. TAXES PRO RATA | \$1,000.00 | \$763.93 | \$898.58 | 89.86% | | | (\$101.42) | |
| 10-3700-410200 | DELINQUENT TAXES | \$20,000.00 | \$2,140.21 | \$15,596.42 | 77.98% | | | (\$4,403.58) | |
| 10-3700-410300 | PENALTIES ON TAXES | \$2,000.00 | \$144.56 | \$827.72 | 41.39% | | | (\$1,172.28) | |
| 10-3700-410350 | INTEREST ON TAXES | \$5,000.00 | \$320.91 | \$1,762.29 | 35.25% | | | (\$3,237.71) | |
| 10-3700-410400 | PUBLIC SERVICE TAXES | \$46,000.00 | \$0.00 | \$0.00 | 0.00% | | | (\$46,000.00) | |
| Total Dept.3700 | REVENUE | \$629,000.00 | \$7,838.38 | \$32,395.70 | 5.15% | | | (\$596,604.30) | |
| 10-3701-411000 | BANK STOCK TAXES | \$225,000.00 | \$0.00 | \$0.00 | 0.00% | | | (\$225,000.00) | |
| 10-3701-411100 | RESTAURANT FOOD TAX | \$1,050,000.00 | \$86,253.90 | \$265,990.25 | 25.33% | | | (\$784,009.75) | |
| 10-3701-411200 | BUSINESS LICENSES | \$575,000.00 | \$50.00 | \$1,066.18 | 0.19% | | | (\$573,933.82) | |
| 10-3701-411300 | MOTOR VEHICLE LICENSES | \$35,000.00 | \$101.55 | \$456.91 | 1.31% | | | (\$34,543.09) | |
| 10-3701-411400 | MOBILE HOME LICENSE | \$8,000.00 | \$0.00 | \$40.00 | 0.50% | | | (\$7,960.00) | |
| 10-3701-411500 | CIGARETTE TAX | \$200,000.00 | \$15,000.00 | \$30,000.00 | 15.00% | | | (\$170,000.00) | |
| 10-3701-411550 | DELINQUENT PER PROPERTY TAXES | \$1,000.00 | \$13.04 | \$231.37 | 23.14% | | | (\$768.63) | |
| 10-3701-411650 | PENALTIES ON PER PROPERTY TAXES | \$0.00 | \$0.25 | \$12.58 | 0.00% | | | \$12.58 | |
| 10-3701-411750 | INTEREST ON PERSONAL PROPERTY TAXES | \$0.00 | \$2.79 | \$27.08 | 0.00% | | | \$27.08 | |
| 10-3701-412000 | ZONING PERMITS | \$1,000.00 | \$90.00 | \$180.00 | 18.00% | | | (\$820.00) | |
| 10-3701-413000 | COURT FINES & FOREFEITURE | \$30,000.00 | \$2,099.73 | \$6,523.88 | 21.75% | | | (\$23,476.12) | |
| 10-3701-413050 | E-CITATION COLLECTIONS | \$0.00 | \$187.24 | \$608.05 | 0.00% | | | \$608.05 | |
| 10-3701-413100 | PARKING VIOLATIONS | \$600.00 | \$0.00 | \$100.00 | 16.67% | | | (\$500.00) | |
| 10-3701-413300 | INTEREST INCOME | \$5,000.00 | \$154.81 | \$635.42 | 12.71% | | | (\$4,364.58) | |
| 10-3701-413400 | CONTRACT WORK-STREET | \$5,000.00 | \$445.75 | \$1,121.80 | 22.44% | | | (\$3,878.20) | |
| 10-3701-413900 | SALE OF SALVAGE & SURPLUS | \$10,000.00 | \$0.00 | \$275.00 | 2.75% | | | (\$9,725.00) | |
| 10-3701-414100 | FIRE/RESCUE CONTRACTS | \$270,000.00 | \$0.00 | \$75,000.00 | 27.78% | | | (\$195,000.00) | |
| 10-3701-414125 | RESCUE SQUAD BILLING REVENUE | \$800,000.00 | \$59,568.99 | \$118,559.31 | 14.82% | | | (\$681,440.69) | |
| 10-3701-414130 | RESCUE BAD DEBT COLLECTIONS | \$6,000.00 | \$0.00 | \$1,095.02 | 18.25% | | | (\$4,904.98) | |
| 10-3701-414150 | SWIMMING POOL FEES | \$15,000.00 | \$258.00 | \$10,440.00 | 69.60% | | | (\$4,560.00) | |
| 10-3701-414200 | CONCESSION COLL | \$25,000.00 | \$648.87 | \$5,673.38 | 22.69% | | | (\$19,326.62) | |
| 10-3701-414250 | BASKETBALL FEES | \$20,000.00 | \$514.00 | \$1,156.00 | 5.78% | | | (\$18,844.00) | |
| 10-3701-414350 | OUTDOOR TENNIS FEES | \$100.00 | \$0.00 | \$0.00 | 0.00% | | | (\$100.00) | |
| 10-3701-414400 | MEMBERSHIP FEES | \$10,000.00 | \$485.00 | \$765.00 | 7.65% | | | (\$9,235.00) | |
| 10-3701-414425 | WEIGHT ROOM FEES | \$1,000.00 | \$88.00 | \$340.00 | 34.00% | | | (\$660.00) | |
| 10-3701-414450 | ROOM RENTAL UPSTAIRS | \$4,000.00 | \$40.00 | \$580.00 | 14.50% | | | (\$3,420.00) | |

| | | | | | | |
|------------------------|----------------------------------|-----------------------|---------------------|-----------------------|---------------|-------------------------|
| 10-3701-414475 | SHELTER RENTAL FEES | \$800.00 | \$70.00 | \$420.00 | 52.50% | (\$380.00) |
| 10-3701-414500 | MISC RECREATION REVENUE | \$2,500.00 | \$87.00 | \$468.00 | 18.72% | (\$2,032.00) |
| 10-3701-414525 | REC TOURNAMENTS/EVENTS | \$1,000.00 | \$0.00 | \$0.00 | 0.00% | (\$1,000.00) |
| 10-3701-414550 | VOLLEYBALL FEES | \$10,000.00 | \$630.00 | \$630.00 | 6.30% | (\$9,370.00) |
| 10-3701-420150 | GARBAGE COLLECTIONS | \$655,000.00 | \$49,806.04 | \$149,901.68 | 22.89% | (\$505,098.32) |
| 10-3701-420175 | Bulk/Brush Fees | \$0.00 | \$1,854.00 | \$8,031.00 | 0.00% | \$8,031.00 |
| 10-3701-420200 | PENALTIES | \$8,000.00 | \$1,054.23 | \$2,964.84 | 37.06% | (\$5,035.16) |
| 10-3701-420420 | STATE-LOCAL TAX | \$18,000.00 | \$1,215.82 | \$4,231.54 | 23.51% | (\$13,768.46) |
| 10-3701-420550 | CONSUMER/CONSUMPTION UTILITY TAX | \$230,000.00 | \$18,529.40 | \$56,644.54 | 24.63% | (\$173,355.46) |
| 10-3701-420900 | CONVENIENCE FEE | \$5,000.00 | \$54.00 | \$201.00 | 4.02% | (\$4,799.00) |
| 10-3701-430000 | MISCELLANEOUS REVENUE | \$13,000.00 | \$60.24 | \$1,791.72 | 13.78% | (\$11,208.28) |
| 10-3701-430300 | RETURN CHECK FEES | \$500.00 | \$210.00 | \$510.00 | 102.00% | \$10.00 |
| 10-3701-430400 | DNTN & COMM DEVELOP REVENUE | \$0.00 | \$250.00 | \$2,950.00 | 0.00% | \$2,950.00 |
| 10-3701-430900 | DONATIONS & MISC-FIRE | \$10,000.00 | \$12,844.24 | \$18,253.29 | 182.53% | \$8,253.29 |
| 10-3701-430950 | GIFTS & DONATIONS-REC | \$10,000.00 | \$0.00 | \$50.00 | 0.50% | (\$9,950.00) |
| 10-3701-431000 | GIFTS & DONATIONS-POLICE | \$10,000.00 | \$0.00 | \$1,275.00 | 12.75% | (\$8,725.00) |
| 10-3701-431050 | DONATIONS & MISC-RESCUE | \$3,000.00 | \$1,622.72 | \$2,022.72 | 67.42% | (\$977.28) |
| 10-3701-431100 | MISCELLANEOUS REVENUE-POLICE | \$4,000.00 | \$10.00 | \$25,502.15 | 637.55% | \$21,502.15 |
| Total Dept.3701 | REVENUE | \$4,277,500.00 | \$254,299.61 | \$796,724.71 | 18.63% | (\$3,480,775.29) |
| 10-3702-433100 | SALES TAX PROCEEDS | \$565,000.00 | \$42,614.71 | \$132,220.76 | 23.40% | (\$432,779.24) |
| 10-3702-433200 | MOTOR VEHICLE CARRIER TAX | \$5,000.00 | \$214.59 | \$849.98 | 17.00% | (\$4,150.02) |
| 10-3702-433300 | MOBILE HOME TITLING TAX | \$2,000.00 | \$0.00 | \$0.00 | 0.00% | (\$2,000.00) |
| 10-3702-434000 | COMM OF VA LAW ENFORCEMENT | \$150,000.00 | \$44,525.00 | \$44,525.00 | 29.68% | (\$105,475.00) |
| 10-3702-434100 | STREET & HWGY MAINT. | \$1,354,717.00 | \$324,718.09 | \$324,718.09 | 23.97% | (\$1,029,998.91) |
| 10-3702-434200 | LITTER CONTROL | \$3,000.00 | \$0.00 | \$0.00 | 0.00% | (\$3,000.00) |
| 10-3702-435000 | BLOCK GRANT-LLEB/POLICE | \$0.00 | \$0.00 | \$249.00 | 0.00% | \$249.00 |
| 10-3702-435200 | POLICE GRANTS-OTHER | \$25,000.00 | \$0.00 | \$711.48 | 2.85% | (\$24,288.52) |
| 10-3702-435310 | PL-ST ASSET FORF REVENUE | \$34,500.00 | \$0.00 | \$0.00 | 0.00% | (\$34,500.00) |
| 10-3702-435400 | DRUG ENFORCEMENT & PROSEC | \$76,087.00 | \$0.00 | \$0.00 | 0.00% | (\$76,087.00) |
| 10-3702-435425 | HIDTA FED GRANT | \$19,000.00 | \$2,799.71 | \$4,552.94 | 23.96% | (\$14,447.06) |
| 10-3702-435450 | RESTITUTION-NTF BUY MONEY | \$0.00 | \$0.00 | \$2,520.55 | 0.00% | \$2,520.55 |
| 10-3702-435550 | FIRE GRANTS | \$25,000.00 | \$0.00 | \$0.00 | 0.00% | (\$25,000.00) |
| 10-3702-460000 | OTHER STATE/FED REVENUE | \$14,500.00 | \$0.00 | \$11,458.12 | 79.02% | (\$3,041.88) |
| Total Dept.3702 | REVENUE | \$2,273,804.00 | \$414,872.10 | \$521,805.92 | 22.95% | (\$1,751,998.08) |
| 10-3703-470000 | TRANSFER IN FROM UT-ADM COST | \$660,000.00 | \$215,986.00 | \$215,986.00 | 32.73% | (\$444,014.00) |
| 10-3703-471000 | TRANSFER IN FROM UT-IT COST | \$69,200.00 | \$33,225.00 | \$33,225.00 | 48.01% | (\$35,975.00) |
| Total Dept.3703 | REVENUE | \$729,200.00 | \$249,211.00 | \$249,211.00 | 34.18% | (\$479,989.00) |
| 10-3704-480000 | FUND BALANCE ALLOCATION | \$32,100.00 | \$0.00 | \$0.00 | 0.00% | (\$32,100.00) |
| Total Dept.3704 | 3704 | \$32,100.00 | \$0.00 | \$0.00 | 0.00% | (\$32,100.00) |
| Total Fund | General Fund | \$7,941,604.00 | \$926,221.09 | \$1,600,137.33 | 20.15% | (\$6,341,466.67) |

General Fund
Expenditures

Unappropriated Help.

(Hurt)

| Account Number | Account Description | Approp.Amount | Activity this Period | Expenditure YTD | % Used | |
|------------------------|---------------------------|---------------------|----------------------|--------------------|---------------|----------------------|
| Department 4000 | LEGAL | | | | | |
| 10-4000-500100 | TOWN ATTORNEY | \$65,000.00 | \$10,368.82 | \$10,368.82 | 15.95% | \$54,631.18 |
| 10-4000-511100 | SUPPLIES & MATERIALS | \$1,000.00 | \$0.00 | \$0.00 | 0.00% | \$1,000.00 |
| 10-4000-519000 | MISCELLANEOUS | \$1,000.00 | \$0.00 | \$0.00 | 0.00% | \$1,000.00 |
| Total Dept.4000 | LEGAL | \$67,000.00 | \$10,368.82 | \$10,368.82 | 15.48% | \$56,631.18 |
| Department 4010 | COUNCIL | | | | | |
| 10-4010-500000 | SALARIES AND WAGES | \$10,500.00 | \$875.00 | \$2,625.00 | 25.00% | \$7,875.00 |
| 10-4010-500100 | TOWN ATTORNEY | \$0.00 | (\$6,068.36) | \$0.00 | 0.00% | \$0.00 |
| 10-4010-500150 | CLERK SALARY | \$9,000.00 | \$940.00 | \$2,940.00 | 32.67% | \$6,060.00 |
| 10-4010-501000 | INS SOCIAL SECURITY | \$1,720.00 | \$143.42 | \$286.84 | 16.68% | \$1,433.16 |
| 10-4010-501250 | INS WORKMENS COMPENSATION | \$25.00 | \$3.12 | \$3.12 | 12.48% | \$21.88 |
| 10-4010-519000 | MISCELLANEOUS | \$2,000.00 | \$235.07 | \$326.74 | 16.34% | \$1,673.26 |
| 10-4010-525150 | TOWN EVENTS | \$5,000.00 | \$551.55 | \$4,867.83 | 97.36% | \$132.17 |
| Total Dept.4010 | COUNCIL | \$28,245.00 | (\$3,320.20) | \$11,049.53 | 39.12% | \$17,195.47 |
| Department 4020 | TOWN MANAGER | | | | | |
| 10-4020-500050 | TOWN MANAGER SALARY | \$150,000.00 | \$12,038.46 | \$41,884.61 | 27.92% | \$108,115.39 |
| 10-4020-501000 | INS SOCIAL SECURITY | \$12,750.00 | \$914.55 | \$2,257.68 | 17.71% | \$10,492.32 |
| 10-4020-501100 | INS HEALTH | \$20,400.00 | \$1,721.00 | \$5,163.00 | 25.31% | \$15,237.00 |
| 10-4020-501150 | INS-LIFE | \$288.00 | \$23.98 | \$47.96 | 16.65% | \$240.04 |
| 10-4020-501200 | INS-RETIREMENT PLAN | \$4,000.00 | (\$2,878.75) | \$9,678.75 | 241.97% | (\$5,678.75) |
| 10-4020-501225 | VRS-VLDP | \$500.00 | \$92.50 | \$383.75 | 76.75% | \$116.25 |
| 10-4020-501250 | INS WORKMENS COMPENSATION | \$150.00 | \$13.74 | \$13.74 | 9.16% | \$136.26 |
| 10-4020-510250 | DUES & MERBERSHIP | \$2,000.00 | \$39.99 | \$79.98 | 4.00% | \$1,920.02 |
| 10-4020-510350 | OFFICE SUPPLIES | \$1,500.00 | \$0.00 | \$1,967.09 | 131.14% | (\$467.09) |
| 10-4020-510450 | TELEPHONE/INTERNET/COMM | \$0.00 | \$60.00 | \$60.00 | 0.00% | (\$60.00) |
| 10-4020-510525 | EMPLOYEE VEHICLE | \$0.00 | \$500.00 | \$500.00 | 0.00% | (\$500.00) |
| 10-4020-510550 | TRAINING EXPENSE | \$7,000.00 | \$0.00 | \$0.00 | 0.00% | (\$500.00) |
| 10-4020-511100 | SUPPLIES & MATERIALS | \$1,000.00 | \$0.00 | \$88.51 | 8.85% | \$911.49 |
| 10-4020-519000 | MISCELLANEOUS | \$1,000.00 | \$7,641.71 | \$27,765.99 | 2776.60% | (\$26,765.99) |
| Total Dept.4020 | TOWN MANAGER | \$200,588.00 | \$20,167.18 | \$89,891.06 | 44.81% | \$110,696.94 |
| Department 4030 | HUMAN RESOURCES | | | | | |
| 10-4030-500000 | SALARIES AND WAGES | \$92,750.00 | \$7,926.97 | \$25,176.11 | 27.14% | \$67,573.89 |
| 10-4030-501000 | INS SOCIAL SECURITY | \$7,100.00 | \$543.89 | \$1,314.28 | 18.51% | \$5,785.72 |
| 10-4030-501100 | INS HEALTH | \$16,000.00 | \$1,274.00 | \$3,822.00 | 23.89% | \$12,178.00 |
| 10-4030-501150 | INS-LIFE | \$579.00 | \$39.96 | \$79.92 | 13.80% | \$499.08 |
| 10-4030-501200 | INS-RETIREMENT PLAN | \$19,500.00 | (\$1,779.71) | \$4,144.33 | 21.25% | \$15,355.67 |

| | | | | | | |
|-----------------|---------------------------|--------------|------------|-------------|--------|--------------|
| 10-4030-501225 | VRS-VLDP | \$0.00 | \$57.18 | \$171.54 | 0.00% | (\$171.54) |
| 10-4030-501250 | INS WORKMENS COMPENSATION | \$3,000.00 | \$9.27 | \$9.27 | 0.31% | \$2,990.73 |
| 10-4030-510250 | DUES & MERBERSHIP | \$750.00 | \$19.99 | \$19.99 | 2.67% | \$730.01 |
| 10-4030-510350 | OFFICE SUPPLIES | \$500.00 | \$0.00 | \$71.99 | 14.40% | \$428.01 |
| 10-4030-510450 | TELEPHONE/INTERNET/COMM | \$0.00 | \$60.00 | \$60.00 | 0.00% | (\$60.00) |
| 10-4030-510550 | TRAINING EXPENSE | \$1,500.00 | \$0.00 | \$0.00 | 0.00% | \$1,500.00 |
| 10-4030-511100 | SUPPLIES & MATERIALS | \$500.00 | \$0.00 | \$55.00 | 11.00% | \$445.00 |
| 10-4030-519000 | MISCELLANEOUS | \$500.00 | \$0.00 | \$0.00 | 0.00% | \$500.00 |
| Total Dept.4030 | HUMAN RESOURCES | \$142,679.00 | \$8,151.55 | \$34,924.43 | 24.48% | \$107,754.57 |

| | | | | | | |
|-----------------|---|--------------|--------------|--------------|---------|--------------|
| Department 4040 | | | | | | |
| 10-4040-500000 | FINANCE OFFICE | \$394,150.00 | \$38,082.91 | \$137,712.49 | 34.94% | \$256,437.51 |
| 10-4040-501000 | SALARIES AND WAGES | \$30,155.00 | \$2,958.20 | \$9,579.39 | 31.77% | \$20,575.61 |
| 10-4040-501100 | INS SOCIAL SECURITY | \$97,224.00 | \$4,782.00 | \$24,062.00 | 24.75% | \$73,162.00 |
| 10-4040-501150 | INS HEALTH | \$1,900.00 | \$173.95 | \$496.49 | 26.13% | \$1,403.51 |
| 10-4040-501200 | INS.-LIFE | \$143,080.00 | (\$2,741.98) | \$21,212.13 | 14.83% | \$121,867.87 |
| 10-4040-501225 | VRS-VLDP | \$3,400.00 | \$163.17 | \$428.20 | 12.59% | \$2,971.80 |
| 10-4040-501250 | INS WORKMENS COMPENSATION | \$600.00 | \$77.42 | \$77.42 | 12.90% | \$522.58 |
| 10-4040-501300 | INS GEN LIABILITY/BLDG | \$8,835.00 | \$3,581.79 | \$3,581.79 | 40.54% | \$5,253.21 |
| 10-4040-501350 | INS AUTO | \$300.00 | \$0.00 | \$0.00 | 0.00% | \$300.00 |
| 10-4040-510000 | CASH OVER & SHORT | \$50.00 | \$0.00 | \$100.00 | 200.00% | (\$50.00) |
| 10-4040-510100 | AUDITING & LEGAL | \$10,834.00 | \$0.00 | \$2,500.00 | 23.08% | \$8,334.00 |
| 10-4040-510125 | CIGARETTE STAMPS | \$5,600.00 | \$2,673.00 | \$2,673.00 | 47.73% | \$2,927.00 |
| 10-4040-510150 | PRINTING & BINDING | \$3,000.00 | \$0.00 | \$0.00 | 0.00% | \$3,000.00 |
| 10-4040-510200 | TAX FORMS | \$3,000.00 | \$0.00 | \$0.00 | 0.00% | \$3,000.00 |
| 10-4040-510250 | DUES & MERBERSHIP | \$9,000.00 | \$745.31 | \$1,180.28 | 13.11% | \$7,819.72 |
| 10-4040-510300 | ADVERTISING | \$2,500.00 | \$0.00 | \$0.00 | 0.00% | \$2,503.34 |
| 10-4040-510350 | OFFICE SUPPLIES | \$5,000.00 | \$436.86 | \$2,031.18 | 40.62% | \$2,968.82 |
| 10-4040-510400 | POSTAGE | \$6,500.00 | \$118.30 | \$436.76 | 6.72% | \$6,063.24 |
| 10-4040-510425 | CARD PROCESSING CHGS/ACH FEES/BANK ANALYSIS | \$16,000.00 | \$1,284.05 | \$4,137.88 | 25.86% | \$11,862.12 |
| 10-4040-510450 | TELEPHONE/INTERNET/COMM | \$6,000.00 | \$1,361.98 | \$2,004.07 | 33.40% | \$3,995.93 |
| 10-4040-510500 | UNIFORMS | \$1,000.00 | \$106.00 | \$106.00 | 10.60% | \$894.00 |
| 10-4040-510550 | TRAINING EXPENSE | \$1,000.00 | \$467.27 | \$1,084.67 | 108.47% | (\$84.67) |
| 10-4040-510600 | EQUIPMENT MAINTENANCE | \$6,000.00 | \$679.38 | \$1,704.84 | 28.41% | \$4,295.16 |
| 10-4040-510625 | IT SERVICE/EQ | \$0.00 | \$600.00 | \$600.00 | 0.00% | (\$600.00) |
| 10-4040-510700 | VEHICLE MAINT-INSIDE | \$1,000.00 | \$0.00 | \$0.00 | 0.00% | \$1,000.00 |
| 10-4040-510750 | VEHICLE MAINT-OUTSIDE | \$500.00 | \$0.00 | \$0.00 | 0.00% | \$500.00 |
| 10-4040-510800 | MOTOR FUEL & LUBRICATION | \$1,000.00 | \$101.00 | \$310.50 | 31.05% | \$689.50 |
| 10-4040-510900 | EQUIPMENT | \$2,500.00 | \$957.42 | \$957.42 | 38.30% | \$1,542.58 |
| 10-4040-511000 | BUILDING REPAIRS/ADDITION | \$6,000.00 | \$0.00 | \$332.96 | 5.55% | \$5,667.04 |
| 10-4040-511050 | GROUPS & FACILITIES | \$2,000.00 | \$0.00 | \$0.00 | 0.00% | \$2,000.00 |
| 10-4040-511100 | SUPPLIES & MATERIALS | \$4,000.00 | \$327.13 | \$1,916.05 | 47.90% | \$2,083.95 |
| 10-4040-511150 | CLEANING SUPPLIES | \$6,000.00 | \$1,162.60 | \$2,064.82 | 34.41% | \$3,935.18 |
| 10-4040-519000 | MISCELLANEOUS | \$6,000.00 | \$338.81 | \$2,929.74 | 48.83% | \$3,070.26 |

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| 10-4040-525100 | BUS TRANSIT | \$7,200.00 | \$600.00 | \$1,800.00 | 25.00% | \$5,400.00 |
| 10-4040-531150 | CUSTODIAN SERVICE | \$10,000.00 | \$0.00 | \$140.05 | 1.40% | \$9,859.95 |
| Total Dept.4040 | FINANCE OFFICE | \$801,328.00 | \$59,036.57 | \$226,156.79 | 28.22% | \$575,171.21 |

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| Department 4050 | NON-DEPARTMENTAL | | | | | |
| 10-4050-500250 | EMPLOYEE APPRECIATION | \$3,000.00 | \$0.00 | \$666.44 | 22.21% | \$2,333.56 |
| 10-4050-501100 | INS HEALTH | \$0.00 | \$0.00 | \$254.38 | 0.00% | (\$254.38) |
| 10-4050-501150 | INS- LIFE | \$10.00 | \$93.70 | \$283.75 | 2837.50% | (\$273.75) |
| 10-4050-501250 | INS WORKMENS COMPENSATION | \$0.00 | \$7,935.82 | \$81,517.82 | 0.00% | (\$81,517.82) |
| 10-4050-511200 | ELECTRICITY | \$121,500.00 | \$7,070.49 | \$22,226.63 | 18.29% | \$99,273.37 |
| 10-4050-511250 | WATER | \$7,450.00 | \$1,235.39 | \$3,653.88 | 49.05% | \$3,796.12 |
| 10-4050-511300 | SEWER | \$6,200.00 | \$1,442.11 | \$3,936.51 | 63.49% | \$2,263.49 |
| 10-4050-511350 | GARBAGE | \$5,525.00 | \$576.85 | \$1,702.35 | 30.81% | \$3,822.65 |
| 10-4050-525155 | LIBRARY | \$725.00 | \$251.96 | \$251.96 | 34.75% | \$473.04 |
| 10-4050-525160 | COAL MINERS MEM | \$500.00 | \$0.00 | \$0.00 | 0.00% | \$500.00 |
| 10-4050-525170 | Chamber/Cart Bldg. | \$2,500.00 | \$31.49 | \$31.49 | 1.26% | \$2,468.51 |
| 10-4050-525175 | FARMERS MARKET | \$750.00 | \$34.68 | \$34.68 | 4.62% | \$715.32 |
| 10-4050-525180 | GREENWAY | \$0.00 | \$2,982.12 | \$2,982.43 | 0.00% | (\$2,982.43) |
| 10-4050-525250 | DONATIONS | \$10,200.00 | \$0.00 | \$0.00 | 0.00% | \$10,200.00 |
| 10-4050-525300 | VET/CENT/HIST | \$500.00 | \$0.00 | \$187.30 | 37.46% | \$312.70 |
| 10-4050-525325 | SECTION HOUSE | \$5,000.00 | \$401.29 | \$401.29 | 8.03% | \$4,598.71 |
| 10-4050-525350 | TEEN CENTER | \$1,600.00 | \$707.68 | \$707.68 | 44.23% | \$892.32 |
| Total Dept.4050 | NON-DEPARTMENTAL | \$165,460.00 | \$22,653.58 | \$118,838.59 | 71.82% | \$46,621.41 |

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| Department 4060 | IT DEPARTMENT | | | | | |
| 10-4060-500000 | SALARIES AND WAGES | \$20,000.00 | \$2,673.71 | \$7,663.50 | 38.32% | \$12,336.50 |
| 10-4060-501000 | INS SOCIAL SECURITY | \$1,150.00 | \$204.54 | \$586.26 | 50.99% | \$563.74 |
| 10-4060-501250 | INS WORKMENS COMPENSATION | \$25.00 | \$2.73 | \$2.73 | 10.92% | \$22.27 |
| 10-4060-510625 | IT SERVICE/MAINTENANCE | \$70,000.00 | \$2,816.59 | \$21,982.34 | 31.40% | \$48,017.66 |
| 10-4060-510900 | EQUIPMENT | \$7,500.00 | \$107.92 | \$170.46 | 2.27% | \$7,329.54 |
| 10-4060-519000 | MISCELLANEOUS | \$500.00 | \$0.00 | \$19,659.57 | 3931.91% | (\$19,159.57) |
| 10-4060-550300 | CONTRACT LABOR | \$18,000.00 | \$2,000.00 | \$6,250.00 | 34.72% | \$11,750.00 |
| Total Dept.4060 | IT DEPARTMENT | \$117,175.00 | \$7,805.49 | \$56,314.86 | 48.06% | \$60,860.14 |

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| Department 4070 | COMMUNITY DEVELOPMENT | | | | | |
| 10-4070-500000 | SALARIES AND WAGES | \$35,500.00 | \$4,461.54 | \$13,384.25 | 37.70% | \$22,115.75 |
| 10-4070-501000 | INS SOCIAL SECURITY | \$3,250.00 | \$338.95 | \$841.41 | 25.89% | \$2,408.59 |
| 10-4070-501100 | INS HEALTH | \$20,400.00 | \$1,274.00 | \$1,274.00 | 6.22% | \$19,126.00 |
| 10-4070-501150 | INS LIFE | \$200.00 | \$0.00 | \$0.00 | 0.00% | \$200.00 |
| 10-4070-501200 | INS.-RETIREMENT PLAN | \$5,000.00 | (\$116.48) | \$1,711.97 | 34.24% | \$3,288.03 |
| 10-4070-501225 | VRS-VLDP | \$600.00 | \$35.77 | \$71.54 | 11.92% | \$528.46 |
| 10-4070-501250 | INS WORKMENS COMPENSATION | \$35.00 | \$6.05 | \$6.05 | 17.29% | \$28.95 |
| 10-4070-510800 | FUEL | \$200.00 | \$0.00 | \$0.00 | 0.00% | \$200.00 |
| 10-4070-511100 | SUPPLIES & MATERIALS | \$1,000.00 | \$49.42 | \$2,276.63 | 227.66% | (\$1,276.63) |

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| 10-4070-519000 | MISCELLANEOUS | \$1,000.00 | \$450.00 | \$1,590.00 | 159.00% | (\$590.00) |
| 10-4070-525150 | DOWNTOWN ACTIVITY | \$13,500.00 | \$993.90 | \$4,344.44 | 32.18% | \$9,155.56 |
| Total Dept.4070 | COMMUNITY DEVELOPMENT | \$80,685.00 | \$7,493.15 | \$25,500.29 | 31.60% | \$55,184.71 |

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| Department 4110 | POLICE GRANTS | | | | | |
| 10-4110-524200 | DMV | \$0.00 | \$0.00 | \$4,751.08 | 0.00% | (\$4,751.08) |
| 10-4110-524250 | OTHER GRANTS | \$89,054.00 | \$16,698.65 | \$19,734.07 | 22.16% | \$69,319.93 |
| 10-4110-524300 | PSB PROGRAM GRANT | \$0.00 | \$317.28 | \$1,745.18 | 0.00% | (\$1,745.18) |
| Total Dept.4110 | POLICE GRANTS | \$89,054.00 | \$17,015.93 | \$26,230.33 | 29.45% | \$62,823.67 |

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| Department 4120 | FED/STATE ASSET FORF | | | | | |
| 10-4120-535330 | NTF-FED ASSET FORF EXPENSE | \$0.00 | \$0.00 | \$8,974.33 | 0.00% | (\$8,974.33) |
| Total Dept.4120 | FED/STATE ASSET FORF | \$0.00 | \$0.00 | \$8,974.33 | 0.00% | (\$8,974.33) |

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| Department 4130 | TZ CO NARCOTICS TASK FORCE | | | | | |
| 10-4130-501050 | INS.-FRINGE BENEFITS | \$13,839.00 | \$632.00 | \$1,896.00 | 13.70% | \$11,943.00 |
| 10-4130-510125 | PROFESSIONAL SERVICES | \$425.00 | \$35.00 | \$70.00 | 16.47% | \$355.00 |
| 10-4130-510350 | OFFICE SUPPLIES | \$2,500.00 | \$0.00 | \$0.00 | 0.00% | \$2,500.00 |
| 10-4130-510450 | TELEPHONE/INTERNET/COMM | \$7,100.00 | \$679.15 | \$1,992.12 | 28.06% | \$5,107.88 |
| 10-4130-510750 | VEHICLE MAINT-OUTSIDE | \$9,000.00 | \$0.00 | \$1,096.04 | 12.18% | \$7,903.96 |
| 10-4130-510900 | EQUIPMENT | \$6,000.00 | \$89.06 | \$1,219.73 | 20.33% | \$4,780.27 |
| 10-4130-519000 | MISCELLANEOUS | \$36,766.00 | \$529.14 | \$1,289.50 | 3.51% | \$35,476.50 |
| 10-4130-530075 | HIDTA GRANT PURCHASES | \$19,000.00 | \$1,093.56 | \$4,633.65 | 24.39% | \$14,366.35 |
| Total Dept.4130 | TZ CO NARCOTICS TASK FORCE | \$94,630.00 | \$3,057.91 | \$12,197.04 | 12.89% | \$82,432.96 |

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| Department 4140 | POLICE DEPARTMENT | | | | | |
| 10-4140-500000 | SALARIES AND WAGES | \$1,069,333.00 | \$75,196.43 | \$275,168.42 | 25.73% | \$794,164.58 |
| 10-4140-500150 | OVERTIME | \$52,000.00 | \$3,838.15 | \$18,170.84 | 34.94% | \$33,829.16 |
| 10-4140-501000 | INS SOCIAL SECURITY | \$78,300.00 | \$6,693.58 | \$19,858.70 | 25.36% | \$58,441.30 |
| 10-4140-501100 | INS HEALTH | \$210,000.00 | \$17,937.00 | \$46,157.00 | 21.98% | \$163,843.00 |
| 10-4140-501150 | INS.-LIFE | \$4,000.00 | \$324.85 | \$990.53 | 24.76% | \$3,009.47 |
| 10-4140-501200 | INS.-RETIREMENT PLAN | \$295,000.00 | \$173,170.32 | \$232,371.74 | 78.77% | \$62,628.26 |
| 10-4140-501225 | VRS-VLDP | \$1,000.00 | \$54.50 | \$159.22 | 15.92% | \$840.78 |
| 10-4140-501250 | INS WORKMENS COMPENSATION | \$38,000.00 | \$11,149.51 | \$11,149.51 | 29.34% | \$26,850.49 |
| 10-4140-501300 | INS GEN LIABILITY/BLDG | \$3,500.00 | \$978.48 | \$978.48 | 27.96% | \$2,521.52 |
| 10-4140-501350 | INS AUTO | \$9,200.00 | \$2,899.75 | \$2,899.75 | 31.52% | \$6,300.25 |
| 10-4140-510150 | PRINTING & BINDING | \$3,000.00 | \$125.80 | \$155.80 | 5.19% | \$2,844.20 |
| 10-4140-510250 | DUES & MERBERSHIP | \$12,000.00 | \$0.00 | \$0.00 | 0.00% | \$12,000.00 |
| 10-4140-510350 | OFFICE SUPPLIES | \$4,500.00 | \$223.85 | \$396.91 | 8.82% | \$4,103.09 |
| 10-4140-510400 | POSTAGE | \$700.00 | \$21.70 | \$39.85 | 5.69% | \$660.15 |
| 10-4140-510450 | TELEPHONE/INTERNET/COMM | \$13,800.00 | \$1,813.71 | \$2,984.54 | 21.63% | \$10,815.46 |
| 10-4140-510500 | UNIFORMS | \$19,000.00 | \$3,293.94 | \$5,477.56 | 28.83% | \$13,522.44 |
| 10-4140-510550 | TRAINING EXPENSE | \$24,327.00 | \$370.05 | \$3,986.37 | 16.39% | \$20,340.63 |
| 10-4140-510600 | EQUIPMENT MAINTENANCE | \$32,000.00 | \$398.88 | \$2,366.19 | 7.39% | \$29,633.81 |

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| 10-4140-510650 | TWO-WAY RADIO MAINTENANCE | \$1,000.00 | \$0.00 | \$0.00 | 0.00% | \$1,000.00 |
| 10-4140-510700 | VEHICLE MAINT-INSIDE | \$0.00 | \$317.98 | \$874.62 | 0.00% | (\$874.62) |
| 10-4140-510750 | VEHICLE MAINT-OUTSIDE | \$25,000.00 | \$1,070.45 | \$11,029.79 | 44.12% | \$13,970.21 |
| 10-4140-510800 | MOTOR FUEL & LUBRICATION | \$60,000.00 | \$4,779.95 | \$15,945.65 | 26.58% | \$44,054.35 |
| 10-4140-510850 | OFFICE FURN & FIXTURES | \$1,000.00 | \$0.00 | \$0.00 | 0.00% | \$1,000.00 |
| 10-4140-510900 | EQUIPMENT | \$84,700.00 | \$52,467.58 | \$100,739.65 | 118.94% | (\$16,039.65) |
| 10-4140-511000 | BUILDING REPAIRS/ADDITION | \$5,000.00 | \$116.94 | \$21,130.78 | 422.62% | (\$16,130.78) |
| 10-4140-511100 | SUPPLIES & MATERIALS | \$5,500.00 | \$813.84 | \$3,150.02 | 57.27% | \$2,349.98 |
| 10-4140-511150 | CLEANING SUPPLIES | \$1,500.00 | \$0.00 | \$86.35 | 5.76% | \$1,413.65 |
| 10-4140-519000 | MISCELLANEOUS | \$5,000.00 | \$723.28 | \$1,040.35 | 20.81% | \$3,959.65 |
| 10-4140-531000 | INSURANCE-LAW ENFORCEMENT | \$8,000.00 | \$3,054.50 | \$3,054.50 | 38.18% | \$4,945.50 |
| 10-4140-531025 | LINE OF DUTY PAYMENTS | \$14,800.00 | \$0.00 | \$20,445.00 | 138.14% | (\$5,645.00) |
| 10-4140-531050 | COURT COST | \$5,000.00 | \$385.52 | \$505.52 | 10.11% | \$4,494.48 |
| 10-4140-531100 | EXTRADITION & TRAVEL | \$1,000.00 | \$0.00 | \$0.00 | 0.00% | \$1,000.00 |
| 10-4140-531300 | REGIONAL JAIL | \$300.00 | \$0.00 | \$0.00 | 0.00% | \$300.00 |
| 10-4140-531350 | SPECIAL PROJECTS | \$15,000.00 | \$280.65 | \$1,265.93 | 8.44% | \$13,734.07 |
| Total Dept.4140 | POLICE DEPARTMENT | \$2,102,460.00 | \$362,501.19 | \$802,579.57 | 38.17% | \$1,299,880.43 |

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| Department 4150 | FIRE DEPARTMENT | | | | | |
| 10-4150-500000 | SALARIES AND WAGES | \$84,000.00 | \$5,031.75 | \$16,571.99 | 19.73% | \$67,428.01 |
| 10-4150-501000 | INS SOCIAL SECURITY | \$5,125.00 | \$435.40 | \$882.82 | 17.23% | \$4,242.18 |
| 10-4150-501100 | INS HEALTH | \$10,200.00 | \$0.00 | \$0.00 | 0.00% | \$10,200.00 |
| 10-4150-501150 | INS- LIFE | \$150.00 | \$0.00 | \$0.00 | 0.00% | \$150.00 |
| 10-4150-501200 | INS.-RETIREMENT PLAN | \$4,000.00 | \$0.00 | \$0.00 | 0.00% | \$4,000.00 |
| 10-4150-501250 | INS WORKMENS COMPENSATION | \$3,700.00 | \$811.12 | \$811.12 | 21.92% | \$2,888.88 |
| 10-4150-501300 | INS GEN LIABILITY/BLDG | \$2,100.00 | \$534.59 | \$534.59 | 25.46% | \$1,565.41 |
| 10-4150-501350 | INS AUTO | \$5,500.00 | \$1,287.88 | \$1,287.88 | 23.42% | \$4,212.12 |
| 10-4150-510450 | TELEPHONE/INTERNET/COMM | \$5,500.00 | \$1,348.96 | \$2,070.25 | 37.64% | \$3,429.75 |
| 10-4150-510500 | UNIFORMS | \$1,000.00 | \$32.99 | \$721.89 | 72.19% | \$278.11 |
| 10-4150-510550 | TRAINING EXPENSE | \$1,500.00 | \$0.00 | \$0.00 | 0.00% | \$1,500.00 |
| 10-4150-510600 | EQUIPMENT MAINTENANCE | \$1,000.00 | \$0.00 | \$1,300.00 | 130.00% | (\$300.00) |
| 10-4150-510650 | TWO-WAY RADIO MAINTENANCE | \$1,500.00 | \$0.00 | \$0.00 | 0.00% | \$1,500.00 |
| 10-4150-510700 | VEHICLE MAINT-INSIDE | \$2,000.00 | \$0.00 | \$0.00 | 0.00% | \$2,000.00 |
| 10-4150-510750 | VEHICLE MAINT-OUTSIDE | \$10,000.00 | \$0.00 | \$265.94 | 2.66% | \$9,734.06 |
| 10-4150-510800 | MOTOR FUEL & LUBRICATION | \$5,500.00 | \$955.01 | \$1,990.12 | 36.18% | \$3,509.88 |
| 10-4150-510825 | RETIREMENT OF DEBT | \$65,000.00 | \$0.00 | \$0.00 | 0.00% | \$65,000.00 |
| 10-4150-510900 | EQUIPMENT | \$8,000.00 | \$0.00 | \$995.00 | 12.44% | \$7,005.00 |
| 10-4150-510925 | RADIO EQUIPMENT | \$1,500.00 | \$125.00 | \$125.00 | 8.33% | \$1,375.00 |
| 10-4150-511000 | BUILDING REPAIRS/ADDITION | \$800.00 | \$121.40 | \$356.81 | 44.60% | \$443.19 |
| 10-4150-511100 | SUPPLIES & MATERIALS | \$5,000.00 | \$166.14 | \$3,243.75 | 64.88% | \$1,756.25 |
| 10-4150-511200 | ELECTRICITY | \$0.00 | \$80.96 | \$314.17 | 0.00% | (\$314.17) |
| 10-4150-519000 | MISCELLANEOUS | \$1,000.00 | \$0.00 | \$1,512.00 | 151.20% | (\$512.00) |
| 10-4150-531025 | LINE OF DUTY PAYMENTS | \$11,000.00 | \$0.00 | \$14,604.00 | 132.76% | (\$3,604.00) |
| 10-4150-531350 | SPECIAL PROJECTS | \$1,500.00 | \$0.00 | \$0.00 | 0.00% | \$1,500.00 |

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| 10-4150-532000 | INSURANCE-FIRE CALLS | \$2,311.00 | \$0.00 | \$4,938.00 | 213.67% | (\$2,627.00) |
| 10-4150-532025 | FIRE PREV/SAFETY PRG | \$3,000.00 | \$61.68 | \$61.68 | 2.06% | \$2,938.32 |
| 10-4150-532050 | REGULATORY REQUIREMENTS | \$10,000.00 | \$240.00 | \$240.00 | 2.40% | \$9,760.00 |
| 10-4150-580800 | INTEREST EXPENSE | \$15,508.00 | \$0.00 | \$0.00 | 0.00% | \$15,508.00 |
| Total Dept.4150 | FIRE DEPARTMENT | \$267,394.00 | \$11,232.88 | \$52,827.01 | 19.76% | \$214,566.99 |

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| Department 4160 | RESCUE DEPARTMENT | | | | | |
| 10-4160-500000 | SALARIES AND WAGES | \$533,657.00 | \$37,732.51 | \$138,201.98 | 25.90% | \$395,455.02 |
| 10-4160-501000 | INS SOCIAL SECURITY | \$40,825.00 | \$3,128.72 | \$8,624.60 | 21.13% | \$32,200.40 |
| 10-4160-501100 | INS HEALTH | \$98,000.00 | \$8,096.00 | \$24,288.00 | 24.78% | \$73,712.00 |
| 10-4160-501150 | INS- LIFE | \$1,500.00 | \$98.28 | \$294.84 | 19.66% | \$1,205.16 |
| 10-4160-501200 | INS-RETIREMENT PLAN | \$65,000.00 | | \$9,726.55 | 14.96% | \$55,273.45 |
| 10-4160-501225 | VRS-VLDP | \$1,246.00 | \$18.86 | \$56.58 | 4.54% | \$1,189.42 |
| 10-4160-501250 | INS WORKMENS COMPENSATION | \$21,000.00 | \$3,836.63 | \$3,836.63 | 18.27% | \$17,163.37 |
| 10-4160-501300 | INS GEN LIABILITY/BLDG | \$1,100.00 | \$331.46 | \$331.46 | 30.13% | \$768.54 |
| 10-4160-501350 | INS AUTO | \$3,200.00 | \$860.13 | \$860.13 | 26.88% | \$2,339.87 |
| 10-4160-510250 | DUES/MERBERSHIP/SUBSCRIPTIONS | \$6,500.00 | \$651.26 | \$976.89 | 15.03% | \$5,523.11 |
| 10-4160-510350 | OFFICE SUPPLIES | \$2,500.00 | \$248.01 | \$434.36 | 17.37% | \$2,065.64 |
| 10-4160-510450 | TELEPHONE/INTERNET/COMM | \$3,000.00 | \$1,197.51 | \$1,759.09 | 58.64% | \$1,240.91 |
| 10-4160-510500 | UNIFORMS | \$2,000.00 | \$742.00 | \$742.00 | 37.10% | \$1,258.00 |
| 10-4160-510550 | TRAINING EXPENSE | \$2,000.00 | \$161.30 | \$384.54 | 19.23% | \$1,615.46 |
| 10-4160-510600 | EQUIPMENT MAINTENANCE | \$6,500.00 | \$0.00 | \$0.00 | 0.00% | \$6,500.00 |
| 10-4160-510700 | VEHICLE MAINT-INSIDE | \$3,000.00 | \$53.87 | \$153.58 | 5.12% | \$2,846.42 |
| 10-4160-510750 | VEHICLE MAINT-OUTSIDE | \$17,000.00 | \$692.38 | \$6,653.40 | 39.14% | \$10,346.60 |
| 10-4160-510800 | MOTOR FUEL & LUBRICATION | \$23,000.00 | \$1,638.50 | \$5,022.68 | 21.84% | \$17,977.32 |
| 10-4160-510900 | EQUIPMENT | \$26,000.00 | \$1,145.88 | \$1,145.88 | 4.41% | \$24,854.12 |
| 10-4160-511000 | BUILDING REPAIRS/ADDITION | \$1,000.00 | \$824.43 | \$1,002.38 | 100.24% | (\$2.38) |
| 10-4160-511100 | SUPPLIES & MATERIALS | \$5,000.00 | \$25.75 | \$3,343.18 | 66.86% | \$1,656.82 |
| 10-4160-511150 | CLEANING SUPPLIES | \$1,000.00 | \$44.91 | \$225.49 | 22.55% | \$774.51 |
| 10-4160-511175 | MEDICAL SUPPLIES | \$31,000.00 | \$899.52 | \$4,478.40 | 14.45% | \$26,521.60 |
| 10-4160-511200 | ELECTRICITY | \$0.00 | \$80.96 | \$314.17 | 0.00% | (\$314.17) |
| 10-4160-519000 | MISCELLANEOUS | \$1,000.00 | \$64.23 | \$73.71 | 7.37% | \$926.29 |
| 10-4160-531025 | LINE OF DUTY PAYMENTS | \$13,500.00 | \$0.00 | \$12,656.00 | 93.75% | \$844.00 |
| 10-4160-531350 | SPECIAL PROJECTS | \$1,000.00 | \$336.32 | \$1,110.19 | 111.02% | (\$110.19) |
| 10-4160-532100 | BILLING SERVICES/COLLECTIONS | \$45,000.00 | \$8,143.38 | \$11,960.22 | 26.58% | \$33,039.78 |
| 10-4160-532125 | BAD DEBT COLLECTION FEE | \$1,500.00 | \$0.00 | \$184.13 | 12.28% | \$1,315.87 |
| 10-4160-561000 | HEATING OIL/FUEL | \$2,500.00 | \$137.75 | \$813.05 | 32.52% | \$1,686.95 |
| Total Dept.4160 | RESCUE DEPARTMENT | \$959,528.00 | \$65,757.40 | \$239,654.11 | 24.98% | \$719,873.89 |

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| Department 4210 | STREET DEPARTMENT | | | | | |
| 10-4210-500000 | SALARIES AND WAGES | \$612,906.00 | \$51,960.37 | \$184,951.17 | 30.18% | \$427,954.83 |
| 10-4210-501000 | INS SOCIAL SECURITY | \$46,900.00 | \$4,179.30 | \$11,662.46 | 24.91% | \$35,217.54 |
| 10-4210-501100 | INS HEALTH | \$210,000.00 | \$18,493.00 | \$47,865.00 | 22.79% | \$162,135.00 |
| 10-4210-501150 | INS- LIFE | \$2,200.00 | \$161.28 | \$483.84 | 21.99% | \$1,716.16 |

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| 10-4210-501200 | INS.-RETIREMENT PLAN | \$145,000.00 | | | | | | | |
| 10-4210-501225 | VRS-VLDP | \$2,000.00 | | | | | | | |
| 10-4210-501250 | INS WORKMENS COMPENSATION | \$24,000.00 | | | | | | | |
| 10-4210-501300 | INS GEN LIABILITY/BLDG | \$3,800.00 | | | | | | | |
| 10-4210-501350 | INS AUTO | \$5,800.00 | | | | | | | |
| 10-4210-510250 | DUES/MEMBERSHIP/SOFTWARE LICENSE FEES | \$500.00 | | | | | | | |
| 10-4210-510450 | TELEPHONE/INTERNET/COMM | \$1,500.00 | | | | | | | |
| 10-4210-510500 | UNIFORMS | \$5,000.00 | | | | | | | |
| 10-4210-510550 | TRAINING EXPENSE | \$4,000.00 | | | | | | | |
| 10-4210-510700 | VEHICLE MAINT-INSIDE | \$20,000.00 | | | | | | | |
| 10-4210-510750 | VEHICLE MAINT-OUTSIDE | \$12,000.00 | | | | | | | |
| 10-4210-510800 | MOTOR FUEL & LUBRICATION | \$30,000.00 | | | | | | | |
| 10-4210-510900 | EQUIPMENT | \$2,787.00 | | | | | | | |
| 10-4210-511000 | BUILDING REPAIRS/ADDITION | \$1,000.00 | | | | | | | |
| 10-4210-511100 | SUPPLIES & MATERIALS | \$19,213.00 | | | | | | | |
| 10-4210-511200 | ELECTRICITY | \$15,000.00 | | | | | | | |
| 10-4210-511250 | WATER | \$500.00 | | | | | | | |
| 10-4210-511300 | SEWER | \$750.00 | | | | | | | |
| 10-4210-511350 | GARBAGE | \$300.00 | | | | | | | |
| 10-4210-511400 | ENGINEERING | \$10,000.00 | | | | | | | |
| 10-4210-511450 | LEASE PROP & RIGHT OF WAY | \$1,000.00 | | | | | | | |
| 10-4210-511500 | TRAFFIC SAFETY | \$65,000.00 | | | | | | | |
| 10-4210-511500 | MISCELLANEOUS | \$2,000.00 | | | | | | | |
| 10-4210-519000 | STORM DRAINAGE | \$6,000.00 | | | | | | | |
| 10-4210-540000 | ST, BRIDGES, SIDEWALK MAINT | \$125,000.00 | | | | | | | |
| 10-4210-540050 | SNOW & ICE REMOVAL | \$25,000.00 | | | | | | | |
| 10-4210-540100 | VDOT REIMBURSED EXPENSES | \$0.00 | | | | | | | |
| 10-4210-540250 | HAND TOOLS & EQUIPMENT | \$3,500.00 | | | | | | | |
| 10-4210-570250 | STREET DEPARTMENT | \$1,402,656.00 | | | | | | | |
| Total Dept.4210 | | | | | | | | | |

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| Department 4240 | SANITATION DEPARTMENT | | | | | | | | |
| 10-4240-500000 | SALARIES AND WAGES | \$255,063.00 | \$17,589.80 | \$59,415.68 | 23.29% | \$195,647.32 | | | |
| 10-4240-501000 | INS SOCIAL SECURITY | \$15,365.00 | \$1,395.96 | \$3,800.68 | 24.74% | \$11,564.32 | | | |
| 10-4240-501100 | INS HEALTH | \$60,000.00 | \$4,144.00 | \$12,432.00 | 20.72% | \$47,568.00 | | | |
| 10-4240-501150 | INS.-LIFE | \$1,300.00 | \$75.71 | \$227.13 | 17.47% | \$1,072.87 | | | |
| 10-4240-501200 | INS.-RETIREMENT PLAN | \$53,000.00 | (\$4,065.55) | \$9,427.77 | 17.79% | \$43,572.23 | | | |
| 10-4240-501225 | VRS-VLDP | \$1,200.00 | \$101.19 | \$303.57 | 25.30% | \$896.43 | | | |
| 10-4240-501350 | INS WORKMENS COMPENSATION | \$15,539.00 | \$3,742.36 | \$3,742.36 | 24.08% | \$11,796.64 | | | |
| 10-4240-510500 | INS AUTO | \$2,600.00 | \$958.00 | \$958.00 | 36.85% | \$1,642.00 | | | |
| 10-4240-510550 | UNIFORMS | \$2,000.00 | \$1,010.40 | \$1,240.80 | 62.04% | \$759.20 | | | |
| 10-4240-510700 | TRAINING EXPENSE | \$0.00 | \$0.00 | \$600.00 | 0.00% | (\$600.00) | | | |
| 10-4240-510750 | VEHICLE MAINT-INSIDE | \$25,000.00 | \$837.64 | \$8,676.13 | 34.70% | \$16,323.87 | | | |
| 10-4240-510750 | VEHICLE MAINT-OUTSIDE | \$25,000.00 | \$22,442.17 | \$31,042.17 | 124.17% | (\$6,042.17) | | | |
| 10-4240-510800 | MOTOR FUEL & LUBRICATION | \$35,000.00 | \$2,548.36 | \$2,342.85 | 6.69% | \$32,657.15 | | | |

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| 10-4240-510825 | RETIREMENT OF DEBT | \$50,000.00 | \$0.00 | \$0.00 | 0.00% | \$50,000.00 |
| 10-4240-510900 | EQUIPMENT | \$0.00 | \$0.00 | \$812.13 | 0.00% | (\$812.13) |
| 10-4240-511100 | SUPPLIES & MATERIALS | \$10,000.00 | \$333.17 | \$2,839.95 | 28.40% | \$7,160.05 |
| 10-4240-519000 | MISCELLANEOUS | \$5,000.00 | \$506.58 | \$1,463.30 | 29.27% | \$3,536.70 |
| 10-4240-541000 | GARBAGE CONTAINERS | \$22,000.00 | \$0.00 | \$22,172.00 | 100.78% | (\$172.00) |
| Total Dept.4240 | SANITATION DEPARTMENT | \$578,067.00 | \$51,619.79 | \$161,496.52 | 27.94% | \$416,570.48 |
| Department 4290 | RECREATION DEPARTMENT | | | | | |
| 10-4290-500000 | SALARIES AND WAGES | \$167,619.00 | \$10,489.55 | \$43,214.94 | 25.78% | \$124,404.06 |
| 10-4290-501000 | INS SOCIAL SECURITY | \$12,822.00 | \$922.47 | \$2,908.03 | 22.68% | \$9,913.97 |
| 10-4290-501100 | INS HEALTH | \$8,400.00 | \$637.00 | \$1,911.00 | 22.75% | \$6,489.00 |
| 10-4290-501150 | INS.-LIFE | \$300.00 | \$22.56 | \$67.68 | 22.56% | \$232.32 |
| 10-4290-501200 | INS.-RETIREMENT PLAN | \$7,500.00 | (\$400.48) | \$2,859.24 | 38.12% | \$4,640.76 |
| 10-4290-501225 | VRS-VLDP | \$0.00 | \$31.08 | \$93.24 | 0.00% | (\$93.24) |
| 10-4290-501250 | INS WORKMENS COMPENSATION | \$2,000.00 | \$729.31 | \$729.31 | 36.47% | \$1,270.69 |
| 10-4290-501300 | INS GEN LIABILITY/BLDG | \$4,000.00 | \$1,229.62 | \$1,229.62 | 30.74% | \$2,770.38 |
| 10-4290-510350 | OFFICE SUPPLIES | \$150.00 | \$0.00 | \$0.00 | 0.00% | \$150.00 |
| 10-4290-510450 | TELEPHONE/INTERNET/COMM | \$2,000.00 | \$1,103.67 | \$1,768.36 | 88.42% | \$231.64 |
| 10-4290-510600 | EQUIPMENT MAINTENANCE | \$0.00 | \$279.75 | \$559.50 | 0.00% | (\$559.50) |
| 10-4290-510825 | RETIREMENT OF DEBT | \$40,000.00 | \$0.00 | \$0.00 | 0.00% | \$40,000.00 |
| 10-4290-510900 | EQUIPMENT | \$1,000.00 | \$0.00 | \$817.42 | 81.74% | \$182.58 |
| 10-4290-511000 | BUILDING REPAIRS/ADDITION | \$2,500.00 | \$0.00 | \$825.00 | 33.00% | \$1,675.00 |
| 10-4290-511100 | SUPPLIES & MATERIALS | \$10,000.00 | \$194.97 | \$693.92 | 6.94% | \$9,306.08 |
| 10-4290-519000 | MISCELLANEOUS | \$1,000.00 | \$0.00 | \$1,697.36 | 169.74% | (\$697.36) |
| 10-4290-550025 | VOLLEYBALL EXPENSES | \$750.00 | \$0.00 | \$0.00 | 0.00% | \$750.00 |
| 10-4290-550050 | SWIMMING POOL SUPPLIES | \$3,200.00 | \$0.00 | \$1,129.98 | 35.31% | \$2,070.02 |
| 10-4290-550100 | WMS PARK MAINTENANCE | \$15,000.00 | \$0.00 | \$623.64 | 4.16% | \$14,376.36 |
| 10-4290-550200 | CONCESSION STAND EXP | \$15,000.00 | \$800.14 | \$2,867.23 | 19.11% | \$12,132.77 |
| 10-4290-550250 | SALES TAX-CONCESSION STAN | \$0.00 | (\$2.11) | (\$2.11) | 0.00% | \$2.11 |
| Total Dept.4290 | RECREATION DEPARTMENT | \$293,241.00 | \$16,037.53 | \$63,993.36 | 21.82% | \$229,247.64 |
| Department 4300 | COMMUNITY & CIVIC FACILITIES | | | | | |
| 10-4300-525300 | VET/CENT/HIST | \$0.00 | \$0.00 | \$153.93 | 0.00% | (\$153.93) |
| Total Dept.4300 | COMMUNITY & CIVIC FACILITIES | \$0.00 | \$0.00 | \$153.93 | 0.00% | (\$153.93) |
| Department 5414 | CAPITAL-POLICE | | | | | |
| 10-5414-660000 | BUILDING & BLDG. IMPROVEMENTS | \$13,600.00 | \$5,710.00 | \$29,745.00 | 218.71% | (\$16,145.00) |
| Total Dept.5414 | CAPITAL-POLICE | \$13,600.00 | \$5,710.00 | \$29,745.00 | 218.71% | (\$16,145.00) |
| Department 5415 | CAPITAL-FIRE | | | | | |
| 10-5415-630000 | MACHINERY AND EQUIPMENT | \$0.00 | \$0.00 | \$6,970.00 | 0.00% | (\$6,970.00) |
| Total Dept.5415 | CAPITAL-FIRE | \$0.00 | \$0.00 | \$6,970.00 | 0.00% | (\$6,970.00) |
| Department 5421 | CAPITAL-STREET | | | | | |

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|-----------------|-------------------------|--------------|--------|--------------|---------|---------------|
| 10-5421-630000 | MACHINERY AND EQUIPMENT | \$0.00 | \$0.00 | \$36,300.00 | 0.00% | (\$36,300.00) |
| 10-5421-640000 | VEHICLES, BOATS, ETC. | \$179,314.00 | \$0.00 | \$186,547.00 | 104.03% | (\$7,233.00) |
| 10-5421-650000 | INFRASTRUCTURE, DEPR. | \$350,000.00 | \$0.00 | \$0.00 | 0.00% | \$350,000.00 |
| Total Dept.5421 | CAPITAL-STREET | \$529,314.00 | \$0.00 | \$222,847.00 | 42.10% | \$306,467.00 |

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| Department 5429 | CAPITAL-RECREATION | | | | | |
| 10-5429-660000 | BUILDING & BLDG. IMPROVEMENTS | \$8,500.00 | \$0.00 | \$5,078.50 | 59.75% | \$3,421.50 |
| Total Dept.5429 | CAPITAL-RECREATION | \$8,500.00 | \$0.00 | \$5,078.50 | 59.75% | \$3,421.50 |

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| Department 5430 | CAPITAL-COMM & CIVIC FACILITIES | | | | | |
| 10-5430-660000 | INFRASTRUCTURE, DEPR. | \$0.00 | \$0.00 | \$1,072.97 | 0.00% | (\$1,072.97) |
| Total Dept.5430 | CAPITAL-COMM & CIVIC FACILITIES | \$0.00 | \$0.00 | \$1,072.97 | 0.00% | (\$1,072.97) |

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|------------|--------------|----------------|----------------|----------------|--------|----------------|
| Total Fund | General Fund | \$7,941,604.00 | \$1,066,490.56 | \$2,885,790.96 | 36.34% | \$5,055,813.04 |
|------------|--------------|----------------|----------------|----------------|--------|----------------|

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|-------------------------|----------------|
| Fund Balance | \$6,328,118.44 |
| Total Revenues | \$926,221.09 |
| Less Total Expenditures | \$1,066,490.56 |
| Net Income | (\$140,269.47) |
| New Fund Balance | \$5,042,464.81 |

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|------------|----------------------|
| Water Fund | Unappropriated Help. |
| Revenues | |

| Account Number | Account Description | Estimated Revenue | Activity this Period | Revenue YTD | % Received | (Hurt) |
|-----------------|---------------------------|-------------------|----------------------|--------------|------------|----------------|
| 20-3701-413300 | INTEREST INCOME | \$750.00 | \$95.10 | \$981.34 | 130.85% | \$231.34 |
| 20-3701-413900 | SALE OF SALVAGE & SURPLUS | \$0.00 | \$0.00 | \$31.00 | 0.00% | \$31.00 |
| 20-3701-420050 | WATER COLLECTIONS | \$1,100,000.00 | \$72,913.84 | \$226,560.97 | 20.60% | (\$873,439.03) |
| 20-3701-420200 | PENALTIES | \$12,000.00 | \$1,416.99 | \$3,820.34 | 31.84% | (\$8,179.66) |
| 20-3701-420250 | SERVICE CHARGES | \$5,500.00 | \$82.50 | \$610.50 | 11.10% | (\$4,889.50) |
| 20-3701-420300 | WATER TAPS | \$3,000.00 | \$3,150.00 | \$6,350.00 | 211.67% | \$3,350.00 |
| Total Dept.3701 | REVENUE | \$1,121,250.00 | \$77,658.43 | \$238,354.15 | 21.26% | (\$882,895.85) |

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| 20-3702-413310 | INTEREST INCOME-WAT DEBT | \$1,000.00 | \$113.64 | \$348.44 | 34.84% | (\$651.56) |
| 20-3702-440000 | CEDAR BLUFF WATER COLL | \$75,000.00 | \$7,055.00 | \$21,165.00 | 28.22% | (\$53,835.00) |
| 20-3702-440100 | TAZ, PSA WATER COLL | \$615,396.00 | \$42,459.00 | \$128,673.50 | 20.91% | (\$486,722.50) |
| 20-3702-440200 | CEDAR BLUFF-Wat Debt | \$1,500.00 | \$83.00 | \$249.00 | 16.60% | (\$1,251.00) |
| 20-3702-440300 | TZ CO PSA-KENTS RIDGE | \$3,000.00 | \$216.50 | \$649.50 | 21.65% | (\$2,350.50) |
| Total Dept.3702 | REVENUE | \$695,896.00 | \$49,927.14 | \$151,085.44 | 21.71% | (\$544,810.56) |

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|------------|------------|----------------|--------------|--------------|--------|------------------|
| Total Fund | Water Fund | \$1,817,146.00 | \$127,585.57 | \$389,439.59 | 21.43% | (\$1,427,706.41) |
|------------|------------|----------------|--------------|--------------|--------|------------------|

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| Water Fund | |
| Expenditures | |

| Account Number | Account Description | Approp Amount | Activity this Period | Expenditure YTD | % Used | Unappropriated Help (Hurt) |
|-----------------|-------------------------------|----------------|----------------------|-----------------|---------|-------------------------------|
| Department 4340 | WATER TREATMENT PLANT | | | | | |
| 20-4340-500000 | SALARIES AND WAGES | \$405,945.00 | \$31,171.19 | \$105,119.43 | 25.89% | \$300,825.57 |
| 20-4340-501000 | INS SOCIAL SECURITY | \$31,100.00 | \$2,395.58 | \$6,679.99 | 21.48% | \$24,420.01 |
| 20-4340-501100 | INS HEALTH | \$120,000.00 | \$8,025.00 | \$24,075.00 | 20.06% | \$95,925.00 |
| 20-4340-501150 | INS.-LIFE | \$1,800.00 | \$138.23 | \$414.69 | 23.04% | \$1,385.31 |
| 20-4340-501200 | INS.-RETIREMENT PLAN | \$84,267.00 | (\$5,973.70) | \$16,220.10 | 19.25% | \$68,046.90 |
| 20-4340-501225 | VRS-VLDP | \$1,500.00 | \$127.42 | \$328.40 | 21.89% | \$1,171.60 |
| 20-4340-501250 | INS WORKMENS COMPENSATION | \$13,500.00 | \$2,670.76 | \$2,670.76 | 19.78% | \$10,829.24 |
| 20-4340-501300 | INS GEN LIABILITY/BLDG | \$7,250.00 | \$2,356.48 | \$2,356.48 | 32.50% | \$4,893.52 |
| 20-4340-501350 | INS AUTO | \$500.00 | \$336.67 | \$336.67 | 67.33% | \$163.33 |
| 20-4340-510100 | AUDITING & LEGAL | \$10,833.00 | \$0.00 | \$2,500.00 | 23.08% | \$8,333.00 |
| 20-4340-510150 | PRINTING & BINDING | \$0.00 | \$134.75 | \$1,496.94 | 0.00% | (\$1,496.94) |
| 20-4340-510250 | DUES & MERBERSHIP | \$2,700.00 | \$0.00 | \$1,957.00 | 72.48% | \$743.00 |
| 20-4340-510400 | POSTAGE | \$7,650.00 | \$702.44 | \$922.90 | 12.06% | \$6,727.10 |
| 20-4340-510450 | TELEPHONE/INTERNET/COMM | \$3,500.00 | \$1,160.61 | \$1,485.41 | 42.44% | \$2,014.59 |
| 20-4340-510500 | UNIFORMS | \$500.00 | \$1,860.26 | \$2,510.60 | 502.12% | (\$2,010.60) |
| 20-4340-510550 | TRAINING EXPENSE | \$2,500.00 | \$704.00 | \$958.32 | 38.33% | \$1,541.68 |
| 20-4340-510600 | EQUIPMENT MAINTENANCE | \$5,000.00 | \$9,507.46 | \$9,507.46 | 190.15% | (\$4,507.46) |
| 20-4340-510625 | IT SERVICE/EQ | \$2,500.00 | \$600.00 | \$600.00 | 24.00% | \$1,900.00 |
| 20-4340-510700 | VEHICLE MAINT-INSIDE | \$250.00 | \$0.00 | \$8.72 | 3.49% | \$241.28 |
| 20-4340-510750 | VEHICLE MAINT-OUTSIDE | \$250.00 | \$0.00 | \$0.00 | 0.00% | \$250.00 |
| 20-4340-510800 | MOTOR FUEL & LUBRICATION | \$4,000.00 | \$340.11 | \$994.92 | 24.87% | \$3,005.08 |
| 20-4340-510825 | RETIREMENT OF DEBT | \$104,916.00 | \$0.00 | \$0.00 | 0.00% | \$104,916.00 |
| 20-4340-510900 | EQUIPMENT | \$3,500.00 | \$0.00 | \$812.14 | 23.20% | \$2,687.86 |
| 20-4340-511000 | BUILDING REPAIRS/ADDITION | \$2,500.00 | \$60.00 | \$1,462.96 | 58.52% | \$1,037.04 |
| 20-4340-511050 | GROUPS & FACILITIES | \$350.00 | \$0.00 | \$0.00 | 0.00% | \$350.00 |
| 20-4340-511100 | SUPPLIES & MATERIALS | \$8,000.00 | \$33.14 | \$1,880.58 | 23.51% | \$6,119.42 |
| 20-4340-511200 | ELECTRICITY | \$135,000.00 | \$8,932.33 | \$26,794.80 | 19.85% | \$108,205.20 |
| 20-4340-511250 | WATER | \$2,200.00 | \$162.27 | \$476.41 | 21.66% | \$1,723.59 |
| 20-4340-511300 | SEWER | \$70,000.00 | \$0.00 | \$0.00 | 0.00% | \$70,000.00 |
| 20-4340-511350 | GARBAGE | \$200.00 | \$43.26 | \$127.43 | 63.72% | \$72.57 |
| 20-4340-511400 | ENGINEERING | \$1,200.00 | \$0.00 | \$0.00 | 0.00% | \$1,200.00 |
| 20-4340-519000 | MISCELLANEOUS | \$1,200.00 | \$8.00 | \$647.00 | 53.92% | \$553.00 |
| 20-4340-560000 | CHEMICALS.-TREATMENT | \$136,000.00 | \$14,919.35 | \$38,291.19 | 28.16% | \$97,708.81 |
| 20-4340-560050 | INSTRUMENT CALIBRATION | \$1,200.00 | \$0.00 | \$0.00 | 0.00% | \$1,200.00 |
| 20-4340-560100 | HEALTH DEPT ASSESSMENT | \$7,830.00 | \$0.00 | \$7,830.00 | 100.00% | \$0.00 |
| 20-4340-560150 | WATER QUALITY TESTING | \$16,000.00 | \$1,859.60 | \$1,859.60 | 11.62% | \$14,140.40 |
| 20-4340-562000 | PLANT PARTS | \$10,000.00 | \$0.00 | \$5,263.70 | 52.64% | \$4,736.30 |
| 20-4340-562050 | CHEMICALS / SUPPLIES-LAB | \$8,000.00 | \$0.00 | \$1,405.89 | 17.57% | \$6,594.11 |
| 20-4340-595100 | TRANSFER OUT-ADM EXPENSE (GF) | \$175,000.00 | \$65,450.00 | \$65,450.00 | 37.40% | \$109,550.00 |
| 20-4340-595200 | TRANSFER OUT-IT EXPENSE (GF) | \$17,200.00 | \$8,258.00 | \$8,258.00 | 48.01% | \$8,942.00 |
| Total Dept 4340 | WATER TREATMENT PLANT | \$1,405,841.00 | \$155,983.21 | \$341,703.49 | 24.31% | \$1,064,137.51 |

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| Department 5434 | CAPITAL-WTP | | | | | |
| 20-5434-640000 | VEHICLES, BOATS, ETC. | \$46,535.00 | \$0.00 | \$47,575.00 | 102.23% | (\$1,040.00) |
| 20-5434-650000 | INFRASTRUCTURE, DEPR. | \$0.00 | \$0.00 | \$48,723.00 | 0.00% | (\$48,723.00) |
| 20-5434-660000 | BUILDING & BLDG. IMPROVEMENTS | \$0.00 | \$0.00 | \$323.00 | 0.00% | (\$323.00) |
| Total Dept.5434 | CAPITAL-WTP | \$46,535.00 | \$0.00 | \$96,621.00 | 207.63% | (\$50,086.00) |

| | | | | | | |
|------------|-------------------------|----------------|---------------|----------------|--------|----------------|
| Total Fund | Water Fund | \$1,452,376.00 | \$155,983.21 | \$438,324.49 | 30.18% | \$1,014,051.51 |
| | Fund Balance | | | \$6,121,760.46 | | |
| | Total Revenues | | \$127,585.57 | \$389,439.59 | | |
| | Less Total Expenditures | | \$155,983.21 | \$438,324.49 | | |
| | Net Income | | (\$28,397.64) | (\$48,884.90) | | |
| | New Fund Balance | | | \$6,072,875.56 | | |

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|------------|--|--|--|--|--|----------------------|
| Sewer Fund | | | | | | Unappropriated Help. |
| Revenues | | | | | | (Hurt) |

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|-----------------|---------------------------|-------------------|----------------------|--------------|------------|------------------|
| Account Number | Account Description | Estimated Revenue | Activity this Period | Revenue YTD | % Received | |
| 30-3701-413300 | INTEREST INCOME | \$500.00 | \$40.34 | \$842.80 | 168.56% | \$342.80 |
| 30-3701-413800 | WWTP-LAB TEST/SEPTIC TRET | \$5,000.00 | \$0.00 | \$120.00 | 2.40% | (\$4,880.00) |
| 30-3701-420100 | SEWER COLLECTIONS | \$1,435,000.00 | \$116,947.59 | \$364,200.94 | 25.38% | (\$1,070,799.06) |
| 30-3701-420200 | PENALTIES | \$13,500.00 | \$2,371.01 | \$6,591.82 | 48.83% | (\$6,908.18) |
| 30-3701-420250 | SERVICE CHARGES | \$4,000.00 | \$62.50 | \$150.00 | 3.75% | (\$3,850.00) |
| Total Dept.3701 | REVENUE | \$1,458,000.00 | \$119,421.44 | \$371,905.56 | 25.51% | (\$1,086,094.44) |

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|-----------------|------------------------|--------------|-------------|-------------|---------|----------------|
| 30-3702-413320 | INTEREST INCOME-VRA | \$350.00 | \$374.04 | \$1,146.06 | 327.45% | \$796.06 |
| 30-3702-440400 | CEDAR BLUFF SEWER COLL | \$100,000.00 | \$7,541.00 | \$22,623.00 | 22.62% | (\$77,377.00) |
| 30-3702-440500 | TZ CO PSA SEWER COLL | \$275,000.00 | \$20,029.00 | \$61,135.00 | 22.23% | (\$213,865.00) |
| Total Dept.3702 | REVENUE | \$375,350.00 | \$27,944.04 | \$84,904.06 | 22.62% | (\$290,445.94) |

| | | | | | | |
|------------|------------|----------------|--------------|--------------|--------|------------------|
| Total Fund | Sewer Fund | \$1,833,350.00 | \$147,365.48 | \$456,809.62 | 24.92% | (\$1,376,540.38) |
|------------|------------|----------------|--------------|--------------|--------|------------------|

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|--------------|--|--|--|--|--|----------------------|
| Sewer Fund | | | | | | Unappropriated Help. |
| Expenditures | | | | | | (Hurt) |

| | | | | | | |
|-----------------|----------------------------|---------------|----------------------|-----------------|--------|--------------|
| Account Number | Account Description | Approp Amount | Activity this Period | Expenditure YTD | % Used | |
| Department 4380 | WASTEWATER TREATMENT PLANT | | | | | |
| 30-4380-500000 | SALARIES AND WAGES | \$407,500.00 | \$30,867.31 | \$110,330.40 | 27.07% | \$297,169.60 |
| 30-4380-501000 | INS SOCIAL SECURITY | \$37,200.00 | \$2,394.95 | \$7,002.29 | 18.82% | \$30,197.71 |
| 30-4380-501100 | INS HEALTH | \$104,000.00 | \$8,666.00 | \$25,968.00 | 24.97% | \$78,032.00 |
| 30-4380-501150 | INS-LIFE | \$2,000.00 | \$140.83 | \$430.71 | 21.54% | \$1,569.29 |
| 30-4380-501200 | INS.-RETIREMENT PLAN | \$80,000.00 | (\$6,779.94) | \$16,788.10 | 20.99% | \$63,211.90 |
| 30-4380-501225 | VRS-VLDP | \$1,662.00 | \$87.17 | \$250.95 | 15.10% | \$1,411.05 |

| | | | | | | |
|-----------------|-------------------------------|----------------|--------------|--------------|---------|----------------|
| 30-4380-501250 | INS WORKMENS COMPENSATION | \$4,500.00 | \$1,148.78 | \$1,148.78 | 25.53% | \$3,351.22 |
| 30-4380-501300 | INS GEN LIABILITY/BLDG | \$15,600.00 | \$4,105.31 | \$4,105.31 | 26.32% | \$11,494.69 |
| 30-4380-501350 | INS AUTO | \$1,350.00 | \$713.17 | \$713.17 | 52.83% | \$636.83 |
| 30-4380-510100 | AUDITING & LEGAL | \$10,833.00 | \$0.00 | \$2,500.00 | 23.08% | \$8,333.00 |
| 30-4380-510150 | PRINTING & BINDING | \$2,000.00 | \$134.75 | \$1,496.94 | 74.85% | \$503.06 |
| 30-4380-510250 | DUES & MERBERSHIP | \$2,000.00 | \$0.00 | \$0.00 | 0.00% | \$2,000.00 |
| 30-4380-510350 | OFFICE SUPPLIES | \$200.00 | \$0.00 | \$0.00 | 0.00% | \$200.00 |
| 30-4380-510400 | POSTAGE | \$7,000.00 | \$681.64 | \$902.12 | 12.89% | \$6,097.88 |
| 30-4380-510450 | TELEPHONE/INTERNET/COMM | \$2,400.00 | \$951.35 | \$1,377.99 | 57.42% | \$1,022.01 |
| 30-4380-510500 | UNIFORMS | \$2,000.00 | \$1,770.43 | \$2,466.06 | 123.30% | (\$466.06) |
| 30-4380-510550 | TRAINING EXPENSE | \$2,000.00 | \$0.00 | \$126.00 | 6.30% | \$1,874.00 |
| 30-4380-510600 | EQUIPMENT MAINTENANCE | \$25,000.00 | \$3,372.84 | \$3,372.84 | 13.49% | \$21,627.16 |
| 30-4380-510625 | IT SERVICE/EQ | \$0.00 | \$600.00 | \$600.00 | 0.00% | (\$600.00) |
| 30-4380-510700 | VEHICLE MAINT-INSIDE | \$3,000.00 | \$66.52 | \$942.80 | 31.43% | \$2,057.20 |
| 30-4380-510750 | VEHICLE MAINT-OUTSIDE | \$1,000.00 | \$1,651.33 | \$2,210.32 | 221.03% | (\$1,210.32) |
| 30-4380-510800 | MOTOR FUEL & LUBRICATION | \$11,000.00 | \$304.43 | \$901.83 | 8.20% | \$10,098.17 |
| 30-4380-510825 | RETIREMENT OF DEBT | \$201,650.00 | \$0.00 | \$0.00 | 0.00% | \$201,650.00 |
| 30-4380-510850 | OFFICE FURN & FIXTURES | \$500.00 | \$0.00 | \$0.00 | 0.00% | \$500.00 |
| 30-4380-510900 | EQUIPMENT | \$5,000.00 | \$177.12 | \$2,915.92 | 58.32% | \$2,084.08 |
| 30-4380-511000 | BUILDING REPAIRS/ADDITON | \$5,000.00 | \$0.00 | \$1,668.84 | 33.38% | \$3,331.16 |
| 30-4380-511050 | GROUPS & FACILITIES | \$1,000.00 | \$0.00 | \$0.00 | 0.00% | \$1,000.00 |
| 30-4380-511100 | SUPPLIES & MATERIALS | \$12,000.00 | \$180.78 | \$2,736.85 | 22.81% | \$9,263.15 |
| 30-4380-511150 | CLEANING SUPPLIES | \$1,200.00 | \$0.00 | \$924.60 | 77.05% | \$275.40 |
| 30-4380-511200 | ELECTRICITY | \$172,000.00 | \$11,472.65 | \$34,654.83 | 20.15% | \$137,345.17 |
| 30-4380-511250 | WATER | \$6,000.00 | \$349.74 | \$1,034.17 | 17.24% | \$4,965.83 |
| 30-4380-511300 | SEWER | \$6,000.00 | \$431.04 | \$1,274.58 | 21.24% | \$4,725.42 |
| 30-4380-511350 | GARBAGE | \$800.00 | \$68.46 | \$203.03 | 25.38% | \$596.97 |
| 30-4380-511400 | ENGINEERING | \$1,000.00 | \$0.00 | \$0.00 | 0.00% | \$1,000.00 |
| 30-4380-519000 | MISCELLANEOUS | \$2,000.00 | \$5.00 | \$199.95 | 10.00% | \$1,800.05 |
| 30-4380-561000 | HEATING OIL/FUEL | \$60,000.00 | \$1,648.89 | \$5,814.30 | 9.69% | \$54,185.70 |
| 30-4380-561100 | PERMIT FEES | \$13,500.00 | \$10,886.00 | \$10,886.00 | 80.64% | \$2,614.00 |
| 30-4380-561150 | WATER-LIFT STATION | \$1,200.00 | \$0.00 | \$92.19 | 7.68% | \$1,107.81 |
| 30-4380-561200 | ELECTRICITY-LIFT STATION | \$15,000.00 | \$1,101.61 | \$5,614.63 | 37.43% | \$9,385.37 |
| 30-4380-561250 | OUTSIDE LAB TESTING | \$8,000.00 | \$374.80 | \$2,507.50 | 31.34% | \$5,492.50 |
| 30-4380-561300 | PLANT METERING & INSTRU. | \$4,000.00 | \$0.00 | \$0.00 | 0.00% | \$4,000.00 |
| 30-4380-561350 | OUTSIDE SLUDGE HAULING | \$22,000.00 | \$1,618.00 | \$2,952.40 | 13.42% | \$19,047.60 |
| 30-4380-562000 | PLANT PARTS | \$30,000.00 | \$3,450.00 | \$6,660.00 | 22.20% | \$23,340.00 |
| 30-4380-562050 | CHEMICALS / SUPPLIES-LAB | \$38,000.00 | \$11,910.35 | \$17,773.04 | 46.77% | \$20,226.96 |
| 30-4380-595100 | TRANSFER OUT-ADM EXPENSE (GF) | \$110,000.00 | \$44,179.00 | \$44,179.00 | 40.16% | \$65,821.00 |
| 30-4380-595200 | TRANSFER OUT-IT EXPENSE (GF) | \$17,000.00 | \$8,162.00 | \$8,162.00 | 48.01% | \$8,838.00 |
| Total Dept.4380 | WASTEWATER TREATMENT PLANT | \$1,455,095.00 | \$146,882.31 | \$333,888.44 | 22.95% | \$1,121,206.56 |
| Department 5438 | CAPITAL-WWTP | | | | | |
| 30-5438-640000 | VEHICLES, BOATS, ETC. | \$93,929.00 | \$0.00 | \$93,929.00 | 100.00% | \$0.00 |

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|-----------------|--------------|----------------|--------------|--------------|---------|----------------|
| Total Dept.5438 | CAPITAL-WWTP | \$93,929.00 | \$0.00 | \$93,929.00 | 100.00% | \$0.00 |
| Total Fund | Sewer Fund | \$1,549,024.00 | \$146,882.31 | \$427,817.44 | 27.62% | \$1,121,206.56 |

| | | |
|-------------------------|--------------|----------------|
| Fund Balance | | \$7,326,983.44 |
| Total Revenues | \$147,365.48 | \$456,809.62 |
| Less Total Expenditures | \$146,882.31 | \$427,817.44 |
| Net Income | \$483.17 | \$28,992.18 |
| New Fund Balance | | \$7,355,975.62 |

Water/Sewer Line Maintenance Fund
Revenues

Unappropriated Help.

| Account Number | Account Description | Estimated Revenue | Activity this Period | Revenue YTD | % Received | (Hurt) |
|-----------------|----------------------------|-------------------|----------------------|-------------|------------|-------------|
| 40-3701-413600 | CONTRACT WORK-SEW/MWAT LIN | \$0.00 | \$538.18 | \$691.08 | 0.00% | \$691.08 |
| 40-3701-430000 | MISCELLANEOUS REVENUE | \$0.00 | \$0.00 | \$25,000.00 | 0.00% | \$25,000.00 |
| Total Dept.3701 | REVENUE | \$0.00 | \$538.18 | \$25,691.08 | 0.00% | \$25,691.08 |

| | | | | | | |
|------------|-----------------------------------|--------|----------|-------------|-------|-------------|
| Total Fund | Water/Sewer Line Maintenance Fund | \$0.00 | \$538.18 | \$25,691.08 | 0.00% | \$25,691.08 |
|------------|-----------------------------------|--------|----------|-------------|-------|-------------|

Water/Sewer Line Maintenance Fund
Expenditures

Unappropriated Help.

| Account Number | Account Description | Approp Amount | Activity this Period | Expenditure YTD | % Used | (Hurt) |
|-----------------|---------------------------|---------------|----------------------|-----------------|---------|--------------|
| Department 4360 | WATER/SEWER LINE MAINT | | | | | |
| 40-4360-500000 | SALARIES AND WAGES | \$197,614.00 | \$25,125.55 | \$74,779.05 | 37.84% | \$122,834.95 |
| 40-4360-501000 | INS SOCIAL SECURITY | \$15,150.00 | \$2,019.32 | \$4,690.97 | 30.96% | \$10,459.03 |
| 40-4360-501100 | INS HEALTH | \$55,500.00 | \$4,697.00 | \$14,091.00 | 25.39% | \$41,409.00 |
| 40-4360-501150 | INS.-LIFE | \$1,157.00 | \$78.52 | \$235.56 | 20.36% | \$921.44 |
| 40-4360-501200 | INS.-RETIREMENT PLAN | \$39,000.00 | (\$3,127.58) | \$10,517.32 | 26.97% | \$28,482.68 |
| 40-4360-501225 | VRS-VLDP | \$0.00 | \$65.42 | \$108.52 | 0.00% | (\$108.52) |
| 40-4360-501250 | INS WORKMENS COMPENSATION | \$6,000.00 | \$1,980.70 | \$1,980.70 | 33.01% | \$4,019.30 |
| 40-4360-501300 | INS GEN LIABILITY/BLDG | \$1,700.00 | \$417.17 | \$417.17 | 24.54% | \$1,282.83 |
| 40-4360-501350 | INS AUTO | \$2,100.00 | \$509.31 | \$509.31 | 24.25% | \$1,590.69 |
| 40-4360-510450 | TELEPHONE/INTERNET/COMM | \$700.00 | \$1,045.85 | \$1,063.00 | 151.86% | (\$363.00) |
| 40-4360-510500 | UNIFORMS | \$1,500.00 | \$1,713.02 | \$2,061.62 | 137.44% | (\$561.62) |
| 40-4360-510700 | VEHICLE MAINT-INSIDE | \$12,000.00 | \$50.35 | \$2,051.22 | 17.09% | \$9,948.78 |
| 40-4360-510750 | VEHICLE MAINT-OUTSIDE | \$8,000.00 | \$115.97 | \$872.38 | 10.90% | \$7,127.62 |
| 40-4360-510800 | MOTOR FUEL & LUBRICATION | \$10,000.00 | \$818.38 | \$3,386.84 | 33.87% | \$6,613.16 |
| 40-4360-510900 | EQUIPMENT | \$4,500.00 | \$297.00 | \$1,420.04 | 31.56% | \$3,079.96 |
| 40-4360-511000 | BUILDING REPAIRS/ADDITION | \$500.00 | \$0.00 | \$46.53 | 9.31% | \$453.47 |
| 40-4360-511100 | SUPPLIES & MATERIALS | \$8,000.00 | \$454.85 | \$9,789.11 | 122.36% | (\$1,789.11) |
| 40-4360-511200 | ELECTRICITY | \$4,000.00 | \$199.30 | \$596.45 | 14.91% | \$3,403.55 |
| 40-4360-511250 | WATER | \$100.00 | \$8.96 | \$23.57 | 23.57% | \$76.43 |

| | | | | | | |
|------------------|-----------------------------------|-------------------|----------------------|----------------|------------|-----------------------------|
| 40-4360-511300 | SEWER | \$150.00 | \$15.11 | \$39.64 | 26.43% | \$110.36 |
| 40-4360-511350 | GARBAGE | \$225.00 | \$24.15 | \$73.13 | 32.50% | \$151.87 |
| 40-4360-511400 | ENGINEERING | \$25,000.00 | \$0.00 | \$0.00 | 0.00% | \$25,000.00 |
| 40-4360-511450 | LEASE PROP & RIGHT OF WAY | \$13,000.00 | \$0.00 | \$0.00 | 0.00% | \$13,000.00 |
| 40-4360-511550 | METERS & RELATED EQ | \$30,000.00 | \$15.28 | \$11,472.25 | 38.24% | \$18,527.75 |
| 40-4360-511600 | MISS UTILITY SERVICE FEES | \$200.00 | \$14.57 | \$32.20 | 16.10% | \$167.80 |
| 40-4360-519000 | MISCELLANEOUS | \$1,500.00 | \$73.00 | \$1,856.56 | 123.77% | (\$356.56) |
| 40-4360-560000 | CHEMICALS-TREATMENT | \$4,000.00 | \$0.00 | \$0.00 | 0.00% | \$4,000.00 |
| 40-4360-563000 | NEW MANHOLES & SEWER LINE | \$2,500.00 | \$0.00 | \$0.00 | 0.00% | \$2,500.00 |
| 40-4360-563050 | CORR OF I/I SEWER LINE | \$5,000.00 | \$0.00 | \$0.00 | 0.00% | \$5,000.00 |
| 40-4360-563100 | NEW MAINS, LINES & VALVES | \$2,500.00 | \$0.00 | \$0.00 | 0.00% | \$2,500.00 |
| 40-4360-563125 | MAINS, LINES & VALVE MAINT | \$12,000.00 | \$337.06 | \$3,730.36 | 31.09% | \$8,269.64 |
| 40-4360-563150 | GRAVEL/STONE | \$6,000.00 | \$2,618.05 | \$2,618.05 | 43.63% | \$3,381.95 |
| 40-4360-563175 | FIRE HYD/LINES | \$1,000.00 | \$0.00 | \$0.00 | 0.00% | \$1,000.00 |
| 40-4360-563225 | BIRMINGHAM LIFT STATION | \$500.00 | \$36.73 | \$135.82 | 27.16% | \$364.18 |
| 40-4360-570200 | HAND TOOLS & EQUIPMENT | \$3,000.00 | \$0.00 | \$492.18 | 16.41% | \$2,507.82 |
| 40-4360-595200 | TRANSFER OUT-IT EXPENSE (GF) | \$50,000.00 | \$0.00 | \$0.00 | 0.00% | \$50,000.00 |
| Total Dept. 4360 | WATER/SEWER LINE MAINT | \$524,096.00 | \$39,603.04 | \$149,090.55 | 28.45% | \$375,005.45 |
| Department 5436 | | | | | | |
| 40-5436-630000 | CAPITAL-W/S LINES | \$125,000.00 | \$0.00 | \$0.00 | 0.00% | \$125,000.00 |
| Total Dept. 5436 | MACHINERY AND EQUIPMENT | \$125,000.00 | \$0.00 | \$0.00 | 0.00% | \$125,000.00 |
| Total Fund | Water/Sewer Line Maintenance Fund | \$649,096.00 | \$39,603.04 | \$149,090.55 | 22.97% | \$500,005.45 |
| Electric Fund | | | | | | |
| Revenues | | | | | | |
| Account Number | Account Description | Estimated Revenue | Activity this Period | Revenue YTD | % Received | Unappropriated Help. (Hurt) |
| 50-3701-412100 | UTILITY POLE PERMITS | \$14,000.00 | \$125.00 | \$375.00 | 2.68% | (\$13,625.00) |
| 50-3701-413300 | INTEREST INCOME | \$3,000.00 | \$1,423.29 | \$6,910.27 | 230.34% | \$3,910.27 |
| 50-3701-413700 | CONTRACT WORK-ELECTRIC | \$10,000.00 | \$5,635.82 | \$6,529.73 | 65.30% | (\$3,470.27) |
| 50-3701-420000 | ELECTRICAL COLLECTIONS | \$6,800,000.00 | \$434,637.94 | \$1,511,300.82 | 22.23% | (\$5,288,699.18) |
| 50-3701-420200 | PENALTIES | \$80,000.00 | \$6,980.39 | \$18,592.10 | 23.24% | (\$61,407.90) |
| 50-3701-420250 | SERVICE CHARGES | \$7,000.00 | \$125.00 | \$440.00 | 6.29% | (\$6,560.00) |
| 50-3701-420600 | POWER COST ADJUSTMENT | \$350,000.00 | \$903.00 | \$2,795.00 | 0.80% | (\$347,205.00) |
| Total Dept. 3701 | REVENUE | \$7,264,000.00 | \$449,830.44 | \$1,546,942.92 | 21.30% | (\$5,717,057.08) |

| | | | | | | |
|----------------------------|---------------------------|----------------|----------------------|-----------------|---------|----------------------------|
| Total Fund | Electric Fund | \$7,264,000.00 | \$449,830.44 | \$1,546,942.92 | 21.30% | (\$5,717,057.08) |
| Electric Fund Expenditures | | | | | | |
| Account Number | Account Description | Approp Amount | Activity this Period | Expenditure YTD | % Used | Unappropriated Help (Hurt) |
| Department 4400 | ELECTRICAL DEPARTMENT | | | | | |
| 50-4400-500000 | SALARIES AND WAGES | \$285,000.00 | \$19,581.60 | \$70,675.22 | 24.80% | \$214,324.78 |
| 50-4400-501000 | INS SOCIAL SECURITY | \$21,800.00 | \$1,524.92 | \$4,421.99 | 20.28% | \$17,378.01 |
| 50-4400-501100 | INS HEALTH | \$66,416.00 | \$5,215.00 | \$15,645.00 | 23.56% | \$50,771.00 |
| 50-4400-501150 | INS.-LIFE | \$1,400.00 | \$93.57 | \$280.71 | 20.05% | \$1,119.29 |
| 50-4400-501200 | INS.-RETIREMENT PLAN | \$42,500.00 | (\$4,863.23) | \$11,107.95 | 26.14% | \$31,392.05 |
| 50-4400-501225 | VRS-VLDP | \$1,000.00 | \$40.10 | \$120.30 | 12.03% | \$879.70 |
| 50-4400-501250 | INS WORKMENS COMPENSATION | \$4,050.00 | \$538.69 | \$538.69 | 13.30% | \$3,511.31 |
| 50-4400-501300 | INS GEN LIABILITY/BLDG | \$5,500.00 | \$2,052.65 | \$2,052.65 | 37.32% | \$3,447.35 |
| 50-4400-501350 | INS AUTO | \$4,800.00 | \$1,246.00 | \$1,246.00 | 25.96% | \$3,554.00 |
| 50-4400-510100 | AUDITING & LEGAL | \$14,000.00 | \$0.00 | \$2,758.07 | 19.70% | \$11,241.93 |
| 50-4400-510150 | PRINTING & BINDING | \$2,000.00 | \$134.76 | \$1,496.90 | 74.85% | \$503.10 |
| 50-4400-510250 | DUES & MEMBERSHIP | \$18,000.00 | \$0.00 | \$9,253.11 | 51.41% | \$8,746.89 |
| 50-4400-510350 | OFFICE SUPPLIES | \$500.00 | \$0.00 | \$257.88 | 51.58% | \$242.12 |
| 50-4400-510400 | POSTAGE | \$7,500.00 | \$681.60 | \$985.30 | 13.14% | \$6,514.70 |
| 50-4400-510450 | TELEPHONE/INTERNET/COMM | \$1,500.00 | \$1,105.44 | \$1,148.85 | 76.59% | \$351.15 |
| 50-4400-510500 | UNIFORMS | \$8,000.00 | \$1,284.62 | \$1,873.41 | 23.42% | \$6,126.59 |
| 50-4400-510550 | TRAINING EXPENSE | \$2,000.00 | \$0.00 | \$297.00 | 14.85% | \$1,703.00 |
| 50-4400-510600 | EQUIPMENT MAINTENANCE | \$3,000.00 | \$3,335.56 | \$3,963.66 | 132.12% | (\$963.66) |
| 50-4400-510625 | IT SERVICE/EQ | \$3,000.00 | \$600.00 | \$600.00 | 20.00% | \$2,400.00 |
| 50-4400-510700 | VEHICLE MAINT-INSIDE | \$10,000.00 | \$173.21 | \$1,227.55 | 12.28% | \$8,772.45 |
| 50-4400-510750 | VEHICLE MAINT-OUTSIDE | \$15,000.00 | \$1,176.17 | \$1,298.66 | 8.66% | \$13,701.34 |
| 50-4400-510800 | MOTOR FUEL & LUBRICATION | \$15,000.00 | \$1,508.21 | \$4,713.93 | 31.43% | \$10,286.07 |
| 50-4400-510900 | EQUIPMENT | \$4,500.00 | \$0.00 | \$1,408.73 | 31.31% | \$3,091.27 |
| 50-4400-511000 | BUILDING REPAIRS/ADDITION | \$500.00 | \$0.00 | \$9.59 | 1.92% | \$490.41 |
| 50-4400-511100 | SUPPLIES & MATERIALS | \$12,000.00 | \$524.74 | \$18,121.79 | 151.01% | (\$6,121.79) |
| 50-4400-511150 | CLEANING SUPPLIES | \$500.00 | \$0.00 | \$33.33 | 6.67% | \$466.67 |
| 50-4400-511200 | ELECTRICITY | \$13,000.00 | \$638.80 | \$2,011.79 | 15.48% | \$10,988.21 |
| 50-4400-511250 | WATER | \$200.00 | \$3.95 | \$15.28 | 7.64% | \$184.72 |
| 50-4400-511300 | SEWER | \$200.00 | \$6.51 | \$28.19 | 14.10% | \$171.81 |
| 50-4400-511350 | GARBAGE | \$300.00 | \$25.16 | \$71.77 | 23.92% | \$228.23 |
| 50-4400-511400 | ENGINEERING | \$60,534.00 | \$0.00 | \$4,933.68 | 8.15% | \$55,600.32 |
| 50-4400-511450 | LEASE PROP & RIGHT OF WAY | \$9,000.00 | \$0.00 | \$120.00 | 1.33% | \$8,880.00 |
| 50-4400-511500 | TRAFFIC SAFETY | \$500.00 | \$0.00 | \$0.00 | 0.00% | \$500.00 |
| 50-4400-511550 | METERS & RELATED EQ | \$15,000.00 | \$1,328.00 | \$6,754.06 | 45.03% | \$8,245.94 |
| 50-4400-511600 | MISS UTILITY SERVICE FEES | \$300.00 | \$7.28 | \$16.10 | 5.37% | \$283.90 |
| 50-4400-519000 | MISCELLANEOUS | \$5,000.00 | \$183.60 | \$235.20 | 4.70% | \$4,764.80 |
| 50-4400-570000 | POWER PURCHASED | \$6,150,000.00 | \$512,163.18 | \$1,592,438.74 | 25.89% | \$4,557,561.26 |

| | | | | | | |
|------------------|-------------------------------|----------------|----------------|------------------|--------|------------------|
| 50-4400-570100 | TRANSFORMERS & EQUIP | \$15,000.00 | \$0.00 | \$0.00 | 0.00% | \$15,000.00 |
| 50-4400-570150 | SAFETY EQ & SUPPLIES | \$2,000.00 | \$302.74 | \$302.74 | 15.14% | \$1,697.26 |
| 50-4400-570200 | HAND TOOLS & EQUIPMENT | \$2,000.00 | \$88.86 | \$912.68 | 45.63% | \$1,087.32 |
| 50-4400-570250 | STREET LIGHTING | \$15,000.00 | \$0.00 | \$0.00 | 0.00% | \$15,000.00 |
| 50-4400-570300 | UTILITY POLES | \$5,000.00 | \$0.00 | \$0.00 | 0.00% | \$5,000.00 |
| 50-4400-570350 | LOW VOLTAGE DISTRIBUTION | \$10,000.00 | \$0.00 | \$0.00 | 0.00% | \$10,000.00 |
| 50-4400-570400 | HIGH VOLTAGE DISTRIBUTION | \$15,000.00 | \$0.00 | \$0.00 | 0.00% | \$15,000.00 |
| 50-4400-570450 | SUBSTATION EQ. | \$0.00 | \$278.74 | \$2,072.10 | 0.00% | (\$2,072.10) |
| 50-4400-570500 | SUBSTATION MAINTENANCE | \$5,000.00 | \$0.00 | \$6.88 | 0.14% | \$4,993.12 |
| 50-4400-570550 | FIBER OPTIC EQUIP/SUPPLY | \$12,000.00 | \$0.00 | \$4,550.27 | 37.92% | \$7,449.73 |
| 50-4400-570600 | GLOVE/BLANKET TESTING | \$1,000.00 | \$222.09 | \$222.09 | 22.21% | \$777.91 |
| 50-4400-570625 | GENERATOR O&M | \$16,000.00 | \$3,564.77 | \$4,619.98 | 28.87% | \$11,380.02 |
| 50-4400-570650 | VEHICLE TESTING-OUTSIDE | \$2,500.00 | \$0.00 | \$0.00 | 0.00% | \$2,500.00 |
| 50-4400-595100 | TRANSFER OUT-ADM EXPENSE (GF) | \$325,000.00 | \$106,357.00 | \$106,357.00 | 32.73% | \$218,643.00 |
| 50-4400-595200 | TRANSFER OUT-IT EXPENSE (GF) | \$35,000.00 | \$16,805.00 | \$16,805.00 | 48.01% | \$18,195.00 |
| Total Dept. 4400 | ELECTRICAL DEPARTMENT | \$7,264,000.00 | \$677,929.29 | \$1,898,009.82 | 26.13% | \$5,365,990.18 |
| Department 5440 | CAPITAL-ELECTRIC | | | | | |
| 50-5440-650000 | INFRASTRUCTURE, DEPR. | \$0.00 | \$0.00 | \$2,228,966.00 | 0.00% | (\$2,228,966.00) |
| Total Dept. 5440 | CAPITAL-ELECTRIC | \$0.00 | \$0.00 | \$2,228,966.00 | 0.00% | (\$2,228,966.00) |
| Total Fund | Electric Fund | \$7,264,000.00 | \$677,929.29 | \$4,126,975.82 | 56.81% | \$3,137,024.18 |
| | Fund Balance | | | \$3,290,787.46 | | |
| | Total Revenues | | \$449,830.44 | \$1,546,942.92 | | |
| | Less Total Expenditures | | \$677,929.29 | \$4,126,975.82 | | |
| | Net Income | | (\$228,098.85) | (\$2,580,032.90) | | |
| | New Fund Balance | | | \$710,754.56 | | |

| | | | | | |
|-----------------|-----------------------|--------|--------|----------------|------------------|
| Department 5440 | CAPITAL-ELECTRIC | | | | |
| 50-5440-650000 | INFRASTRUCTURE, DEPR. | \$0.00 | \$0.00 | \$2,228,966.00 | 0.00% |
| Total Dept:5440 | CAPITAL-ELECTRIC | \$0.00 | \$0.00 | \$2,228,966.00 | 0.00% |
| | | | | | (\$2,228,966.00) |
| | | | | | (\$2,228,966.00) |

| | | | | |
|---------------|----------------|--------------|----------------|--------|
| Total Fund | | | | |
| Electric Fund | \$7,264,000.00 | \$677,929.29 | \$4,126,975.82 | 56.81% |
| | | | \$3,137,024.18 | |

| | | |
|-------------------------|-----------------------|-------------------------|
| Fund Balance | \$449,830.44 | \$3,290,787.46 |
| Total Revenues | \$677,929.29 | \$1,546,942.92 |
| Less Total Expenditures | | \$4,126,975.82 |
| Net Income | (\$228,098.85) | (\$2,580,032.90) |
| New Fund Balance | | \$710,754.56 |

Town of Richlands
Income Statement Summary: 2024 - 2025
For the Period Ending 9/30/2024

| Fund | Year To Date | | Drivers | Variance Permanent or Timing |
|------------------------------|------------------------------------|-------------------|---|---|
| | Current Month Net Income (Loss) | Net Income (Loss) | | |
| General | (\$140,269) | (\$1,285,654) | YTD net loss variance primarily results from lower revenues in all categories hurt (20.2% of budget or \$6.3M), offset by a help (36.3% of budget or \$5.1M) from lower expenses in all departments and capital purchases. | - Revenues - Timing; - Expenses - Timing; - Capital - Timing/October Budget Amendments |
| Water | (28,398) | (48,885) | YTD net loss variance primarily results from lower revenues hurt (21.4% of budget or \$1.4M), offset by lower expenses and capital purchases net help (30.2% or \$1.0M). | - Revenues - Timing; - Expenses - Timing; - Capital - Timing |
| Sewer | 483 | 28,992 | YTD net income variance primarily results from lower revenues hurt (24.9% of budget or \$1.4M), offset by lower expenses help (27.6% of budget or \$1.1M). | - Revenues - Timing; - Expenses - Timing |
| Water/Sewer Line Maintenance | (39,065) | (123,399) | YTD net loss variance results from lower expenses and capital purchases help (23.0% of budget or \$500.0K) and higher revenues help (0.0% of budget or \$25.7K) from Cumberland Plateau Planning funds for sewer evaluation. | - Revenues - Permanent; - Expenses - Timing; - Capital - Timing |
| Electric | (228,099) | (2,580,033) | YTD net loss variance primarily results from lower revenues hurt (21.3% of budget or \$5.7M) offset by lower expenses and capital purchases net help (56.8% of budget or \$3.1M). The capital purchases represent the down payment on the natural gas generator paid by \$2.2M from the note payable. | - Revenues - Timing; - Expenses - Timing; - Capital - Permanent/Note Payable First Bank & Trust |
| Total All Funds | (\$435,348) | (\$4,008,979) | | |

Town of Richlands

Reserve Analysis: 2024 -2025

General Fund

As of September 30, 2024

| <u>Actual</u> | | <u>Comments</u> |
|--|--------------------|--|
| Reserved Cash Balance | \$2,468,549 | |
| Unreserved Cash Balance | 2,073,582 | \$222K decrease from August |
| Less: Adjustments | 0 | |
| Total Cash Balance | <u>\$4,542,131</u> | |
| <u>Projected</u> | | |
| Unreserved Cash Balance Rolling 12 Month Low | \$2,073,582 | Based on lowest point during October 2023 through September 2024 |
| Less: Adjustments | 0 | |
| Less: Projected Operating Revenues | (788,450) | Budgeted revenue of \$7,884,504 *10% |
| Surplus (Shortage) | <u>\$1,285,132</u> | \$222K decrease from August |

| 2024-2025 | | | | |
|------------------|-----------------------|------------------|------------------|------------------|
| BANK | ACCOUNT | JULY | AUGUST | SEPT |
| GENERAL FUND: | | | | |
| CASH ON HAND | | (\$11,055.18) | (\$11,055.18) | (\$11,055.18) |
| TRUIST/BB&T | FIRE PGR. | \$84,411.32 | \$84,412.03 | \$84,412.72 |
| | UT DEPOSIT 32111838 | \$0.00 | \$0.00 | \$0.00 |
| TRUPPOINT | ASSET-RLDS PD | \$7,625.45 | \$7,625.45 | \$7,630.25 |
| CLINCH VALLEY BK | C.D. - UTILITY | | | |
| FIRST COMMUNITY | INTEREST CK | (\$1,214,214.36) | (\$1,048,652.04) | (\$1,060,230.37) |
| | INTEREST SAV | \$3,694,466.40 | \$3,165,975.11 | \$2,954,705.54 |
| | PAYROLL | \$0.00 | \$0.00 | \$0.00 |
| | CK-GENERAL | \$0.00 | \$0.00 | \$0.00 |
| 1ST SENT. | SAV-GENERAL | \$68,312.26 | \$68,452.80 | \$69,371.05 |
| | SAV-GENERAL(DTF) | \$280,256.84 | \$276,565.19 | \$274,600.84 |
| | PAYROLL | \$0.00 | \$0.00 | \$0.00 |
| | FIRE DEPT. | \$37,703.71 | \$43,116.16 | \$43,119.70 |
| | RESCUE DEPT. | \$682.76 | \$854.80 | \$1,054.80 |
| | PS BLDG FUND 8898 | \$10,689.03 | \$10,689.03 | \$10,689.03 |
| | BIG CREEK REIMB | \$62,479.65 | \$62,484.96 | \$62,490.10 |
| | STATE ASSET-DTF | \$19,081.09 | \$19,082.71 | \$19,084.28 |
| | FED ASSET-RLDS PD | \$2,887.42 | \$2,887.66 | \$2,887.90 |
| | FED FORF-DTF | \$8,974.33 | \$0.00 | \$0.00 |
| | C.D. -8000002/1300943 | \$120,714.58 | \$120,790.65 | \$120,790.65 |
| | EMPLOYEE FLOWER | \$275.65 | \$150.65 | \$150.65 |
| | CENTENNIAL SAV | \$9,845.08 | \$9,845.92 | \$9,846.73 |
| | SECTION HOUSE | \$6,393.60 | \$6,393.60 | \$6,393.60 |
| | COAL MINERS MEM | \$24,801.86 | \$24,804.38 | \$24,806.65 |
| | MCNB-WHITE CHRISTMAS | \$15,769.71 | \$16,769.71 | \$16,769.71 |
| | FC-POP UP RICHLANDS | \$27,402.04 | \$27,402.04 | \$27,402.04 |

| 2024-2025 | | | | | | | |
|-------------------|--|--|------------------|------------------|------------------|--|--|
| BANK | ACCOUNT | | JULY | AUGUST | SEPT | | |
| | VDOT HIGHWAY MAINT FUNDS | | \$1,972,003.99 | \$1,943,903.93 | \$1,877,209.91 | | |
| | TOTAL GENERAL FUND | | \$5,229,507.23 | \$4,832,499.56 | \$4,542,130.60 | | |
| | UNDESIGNATED / UNRESERVED - Governmental | | \$2,658,223.70 | \$2,295,511.34 | \$2,073,581.69 | | |
| WATER DEPARTMENT: | | | | | | | |
| | CASH ON HAND | | (\$27,393.99) | (\$27,393.99) | (\$27,393.99) | | |
| | LEGACY/CLINCH VALLEY C.D. -WATER 67815 | | \$107,766.58 | \$107,818.40 | \$107,885.60 | | |
| | TRUPOINT WATER DEBT | | \$921,597.90 | \$921,715.30 | \$921,828.94 | | |
| | FIRST COMMUNITY INTEREST CK | | (\$1,760,039.08) | (\$1,751,036.02) | (\$1,764,177.83) | | |
| | INTEREST SAV | | \$2,361,878.42 | \$2,310,338.03 | \$2,285,139.79 | | |
| | PAYROLL | | | | | | |
| 1ST SENT. | SAV-GENERAL | | \$38,536.36 | \$38,536.36 | \$38,536.36 | | |
| | CK-GENERAL | | \$0.00 | \$0.00 | \$0.00 | | |
| | PAYROLL | | \$0.00 | \$0.00 | \$0.00 | | |
| | KENTS RIDGE PROJ | | \$16,303.94 | \$16,305.32 | \$9,006.04 | | |
| | WATER O & M #9087 | | \$323,170.48 | \$323,197.93 | \$323,224.49 | | |
| | C.D. UT 1 - #6014724 | | \$33,060.10 | \$33,779.22 | \$33,779.22 | | |
| | TOTAL WATER DEPARTMENT | | \$2,014,880.71 | \$1,973,260.55 | \$1,927,828.62 | | |
| | UNDESIGNATED / UNRESERVED-Water | | \$936,152.19 | \$893,642.31 | \$855,328.82 | | |
| | SEWER DEPARTMENT: | | | | | | |

| 2024-2025 | | | | | | |
|---------------------------------|-------------------------|------------------|------------------|------------------|--|--|
| BANK | ACCOUNT | JULY | AUGUST | SEPT | | |
| | CASH ON HAND | \$4,917.19 | \$4,917.19 | \$4,917.19 | | |
| | | | | | | |
| | | | | | | |
| TRUPOINT | VRA BOND | \$454,689.20 | \$455,075.37 | \$455,449.41 | | |
| | | | | | | |
| FIRST COMMUNITY | INTEREST CK | (\$1,442,054.63) | (\$1,425,728.40) | (\$1,432,839.09) | | |
| | INTEREST SAV | \$518,714.66 | \$513,684.57 | \$504,610.59 | | |
| | PAYROLL | \$0.00 | \$0.00 | \$0.00 | | |
| | SAV-GENERAL | (\$32,224.50) | (\$32,224.50) | (\$32,224.50) | | |
| 1ST SENT. | CK-GENERAL | \$0.00 | \$0.00 | \$0.00 | | |
| | PAYROLL | \$0.00 | \$0.00 | \$0.00 | | |
| | BIRM SEW 013018872 | | | | | |
| | WWTP O & M #9090 | \$490,730.09 | \$490,771.77 | \$490,812.11 | | |
| | C.D. UT 1 - #6014724 | \$33,652.97 | \$34,372.08 | \$34,372.08 | | |
| | | | | | | |
| TOTAL SEWER DEPARTMENT | | \$28,424.98 | \$40,868.08 | \$25,097.79 | | |
| | | | | | | |
| UNDESIGNATED / UNRESERVED-Sewer | | (\$459,917.19) | (\$448,579.37) | (\$464,723.70) | | |
| | | | | | | |
| ELECTRIC DEPARTMENT: | | | | | | |
| | CASH ON HAND | \$33,731.98 | \$33,731.98 | \$33,731.98 | | |
| TRUIST/BB&T | UT DEPOSIT | \$3,522.17 | \$3,522.20 | \$3,522.23 | | |
| | | | | | | |
| FIRST COMMUNITY | INTEREST CK | \$3,420,138.27 | \$3,463,351.39 | \$3,470,411.42 | | |
| | INTEREST SAV | (\$2,806,178.24) | (\$2,984,035.60) | (\$1,049,468.96) | | |
| | PAYROLL | \$0.00 | \$0.00 | \$0.00 | | |
| | SAV-GENERAL | \$109.90 | \$109.90 | \$109.90 | | |
| | CK-GENERAL | \$0.00 | \$0.00 | \$0.00 | | |
| 1ST SENT. | PAYROLL | \$0.00 | \$0.00 | \$0.00 | | |
| | C.D. UT #4724/4732/4740 | \$271,285.92 | \$273,984.30 | 273,984.30 | | |

| 2024-2025 | | | | | |
|--------------------------------------|----------------|--|----------------|----------------|-----------------|
| BANK | ACCOUNT | | JULY | AUGUST | SEPT |
| MINIMUM CASH RESERVE | SAV/CK-GENERAL | | 1,518,329.00 | 1,518,329.00 | 1,518,329.00 |
| TOTAL ELECTRIC DEPARTMENT | | | \$2,440,939.00 | \$2,308,993.17 | \$4,250,619.87 |
| UNDESIGNATED / UNRESERVED - Electric | | | \$651,324.08 | \$516,679.87 | \$2,458,306.57 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| GRAND TOTAL | | | \$9,713,751.92 | \$9,155,621.36 | \$10,745,676.88 |
| TOTAL UNDESIGNATED / UNRESERVED CASH | | | \$3,785,782.78 | \$3,257,254.15 | \$4,922,493.38 |

Town of Richlands, VA
Town Council Meeting
Staff Summary
Action Item

| | | | |
|-------------------|---------------------------|--------------------------|--|
| Agenda Title: | Monthly Financial Reports | | |
| Staff Contact(s): | Ronnie Campbell | | |
| Agenda Date: | November 12, 2024 | | |
| Attachment(s): | 1. | Income Statement Summary | |
| | 2. | Income Statement Detail | |
| | 3. | Reserve Analysis | |
| | 4. | Bank Balances by Fund | |
| Reviewed By: | Jason May | | |

SUMMARY:

The attachments include the financial results for September 2024. The reports include summary and detailed income statements and actual and projected cash balances. The detailed income statements include line item expenditures and revenues compared to budget for current and year to date. The projected unreserved cash balances are based on the financial policies adopted in October 2019.

FINANCIAL IMPACT AND FUNDING SOURCE:

This data and monthly review will assist in timely monitoring of budget versus actual expenditures and revenues and required reserves. The monthly net income provides an excellent picture of future cash settlement through receipts and payments.

RECOMMENDATION:

Given the importance of balancing rate stability and maintaining reliable services, Staff recommends The Town Council work closely with Finance on the review of monthly financial results. Please let us know whether you have additional reporting needs and would like to schedule time to review activity in more detail.

TAX COLLECTION AND DIVISION AGREEMENT

This AGREEMENT is entered on this the ____ day of August, 2024, by and between the **TOWN OF RICHLANDS, VIRGINIA, A VIRGINIA MUNICIPAL CORPORATION**, whose address is 200 Washington Square, Richlands, Virginia 24641, (hereinafter "Richlands") and the **TOWN OF CEDAR BLUFF, VIRGINIA, A VIRGINIA MUNICIPAL CORPORATION**, whose address is 115 Central Avenue, Cedar Bluff, Virginia 24609 (hereinafter "Cedar Bluff"); collectively the "parties."

DEFINITIONS: For the purposes of this Agreement, the following terms shall have the meanings ascribed to them below:

- A. "Tax Revenue" refers to the income collected from various taxes including, but not limited to, real estate taxes, personal property taxes, and cigarette taxes.
- B. "Boundary Area" or "Gateway Area" identifies the geographical area where the jurisdictions of Richlands and Cedar Bluff adjoin and overlap.
- C. "Businesses" means commercial entities operating within the Boundary Area.
- D. "Liable Business" refers to any business within the Boundary Area that is subject to taxation under the terms of this Agreement.
- E. "Real Estate" shall include both commercial and residential real estate. Commercial real estate refers to properties used for business activities, such as office buildings, retail spaces, and industrial properties. Residential real estate refers to properties used for residential purposes, including single-family homes, multi-family homes, condominiums, and apartments. Real estate taxes shall be collected by both towns on these properties in accordance with the applicable laws and regulations of the Commonwealth of Virginia.

W I T N E S S E T H:

WHEREAS, the parties hereto are Virginia municipal corporations; and,

WHEREAS, the parties share an adjoining boundary ("Boundary Area") that shares businesses and tax revenue in and around the area known as the "Gateway area;" and,

WHEREAS, the parties have reached agreement with regard to sharing certain tax revenue based on percentages of the real property situate within the boundary of each respective town; and,

WHEREAS, the parties desire to reduce their agreement to writing.

NOW, THEREFORE, for and in consideration of the mutual premises herein and for other good and valuable consideration acknowledged between the parties but not otherwise herein enumerated, the parties do agree and bind themselves as follows:

- I. **PURPOSE**. The purpose of this Agreement is to memorialize the division of tax collection by and between the parties inclusive of both commercial and residential real estate taxes, cigarette taxes, and any future taxation available to municipal corporations under the statutes of the Commonwealth of Virginia. This Agreement sets forth the terms and conditions under which the Parties agree to share certain tax revenues based on the percentages of real property situated within the boundary of each respective town and provides a structured approach to the division and collection of real estate taxes, personal property taxes, cigarette taxes, and any future taxable matters that may arise.
- II. **TERM**: This Agreement is intended to have an indefinite term. The parties hereto acknowledge and recognize that the boundary line between the two municipalities has been established through protracted prior litigation, will not change or be easily changed, and the portions of all real property will remain the same in each town. As such, the basis upon which the anticipated division of tax revenue contemplated herein will not

change. Notwithstanding this understanding and intent, this Agreement shall have a term of three (3) years with automatic renewals for additional three (3) year terms.

III. **TAX MATTERS SUBJECT TO AGREEMENT:** The following provision outlines the types of taxes that are subject to this Agreement. This provision ensures that all relevant taxes are considered under the terms of the Agreement, promoting equitable distribution of tax revenues between the Parties. Matters covered under this Agreement include the following:

A. **Real Estate Tax Collection:** The parties agree to share the revenue generated from real estate taxes on all properties situated along their shared boundary.

B. **Cigarette Tax Collection:** The parties agree to share the revenue generated from cigarette taxes collected from sales within the shared boundary.

C. **Future Taxable Matters:** The parties agree that any future taxes imposed by the Commonwealth of Virginia or locally by the respective towns that affect the shared boundary will be subject to the same revenue-sharing principles outlined in this agreement.

IV. **TAX DIVISION:** The parties hereto have previously engaged in protracted litigation regarding the existing boundary between the respective towns and division of Business licensing ("BPOL") and Prepared Meals taxes. These issues were successfully resolved by Court Order dated March 7, 2016 in case number CH05-345 in the Tazewell County Circuit Court, attached herewith as Exhibit "A." This Court Order further incorporated attachments specifying the location of real property situate on the boundary line and the businesses located in these business locations as of that date. While some of the businesses have relocated or closed, it is understood and acknowledged that the

commercial buildings and parking areas remain unchanged and may currently house alternative business entities at present and in the future. In addition to the attachment herein referenced, the prior Settlement Agreement and subsequent Court Order also included a map representing the boundary line. This line remains static and representative of the geographic location of the commercial buildings. Both the "Business List" and map are attached herewith and incorporated fully herein as Exhibits "B," and "C," demonstrating these locations and tax division percentages.

V. **TAX COLLECTION PROCESS:** The parties do hereby agree that the Town of Richlands shall be the designated collecting governing body for all tax categories addressed in this Agreement, including but not limited to real estate taxes, personal property taxes, cigarette taxes, and any future taxable matters as outlined in Section III. Richlands will be responsible for the administration, collection, and initial processing of these taxes. The following provisions apply:

- A. Upon collection of taxes in any specified category, Richlands shall accurately account for and document all tax revenues collected. Subsequently, Richlands will remit the appropriate amounts to the Town of Cedar Bluff in accordance with the allocation percentages stipulated in Section IV of this Agreement.
- B. These payments shall be made on a quarterly basis. Specifically, payments shall be due and payable no later than forty-five (45) days following the end of each calendar quarter. However, in no event shall any payment be delayed beyond ninety (90) days from the actual date of collection by Richlands, whichever is the longer period.

C. Richlands will provide detailed reports to Cedar Bluff with each quarterly payment. These reports shall include:

- i. The total amount of each tax category collected.
- ii. The calculation of the amounts allocated to Cedar Bluff.
- iii. Any adjustments or deductions made prior to the remittance of funds.

D. Both parties agree to maintain open communication and cooperation to address any discrepancies or issues that may arise in the tax collection and distribution process. Periodic audits and reviews may be conducted to ensure compliance with the terms of this Agreement.

VI. **SURVEY OF BOUNDARY AREA BUSINESSES:** The parties do agree that an annual survey of the boundary area shall be performed to identify changes in businesses throughout the respective locations affected by this Agreement. This survey will be conducted jointly by representatives from both Richlands and Cedar Bluff to ensure accuracy and completeness. The survey will include, but is not limited to, the following activities: On-Site Inspections wherein either party may conduct physical inspections of the boundary area to observe any changes; Business Licensing ("BPOL") Review with examination of business registration records and BPOL licenses to ensure all active businesses are accounted for. When necessary, interviews with business owners or managers to gather information on any changes in business status or operations. The parties further agree to notify each other of any change in a liable business upon identification of such change. Notifications from either party to the other shall include, when feasible, the official registered name of the business; the available details on whether the business is new, has closed, or has relocated, and the date when the change

occurred or is expected to occur. This notice ensures that proper records are maintained, reflecting the most up-to-date information regarding business activities within the boundary area. This approach will aid both parties in the accurate assessment and allocation of tax revenues between the parties as stipulated in this Agreement. The primary objectives of an annual survey are as follows:

- A. Identify new businesses that have opened within the boundary area over the past year.
- B. Track and record businesses that have closed or relocated from the boundary area.
- C. Verify continued operation of businesses identified in previous surveys.

VII. **MEDIATION CONDITION PRECEDENT:** In the event a dispute arises between the parties related to this Agreement, the parties agree to participate in a nonbinding mediation process as a condition precedent to commencing any legal action. The parties shall engage in good faith mediation, which shall be conducted by a mutually agreed upon mediator within thirty (30) days from the date of a written request for mediation by either party. The mediation shall last for at least four (4) hours, unless the parties agree to a shorter duration. Any settlement reached in the mediation shall not be legally binding until it has been reduced to writing and signed by the parties. If the mediation does not result in a settlement, the parties are free to pursue any legal remedies available to them. The costs of the mediation shall be shared equally by the parties.

VIII. **REVIEW:** The parties agree to conduct a performance review of this Agreement annually, starting one year from the Effective Date. The review will assess the effectiveness of tax collection, revenue sharing, and compliance with the terms of this

Agreement. Adjustments to the Agreement may be made based on the findings of the review and must be documented in writing and signed by both parties.

IX. **OTHER REVENUE GENERATING TAX IMPLEMENTATION:** Nothing in this Agreement shall be construed to prevent either party from implementing any revenue-generating tax as permitted to municipalities under the laws of the Commonwealth of Virginia. Each party retains the right to levy, assess, and collect such taxes independently. In instances where one party implements a specific tax that the other party does not collect, one hundred percent 100% of the revenue generated from that tax shall remain the property of the collecting entity until such time as the other party initiates an Ordinance for such collection. Once an Ordinance is enacted and notice is provided to the collecting party, the same percentages addressed in this Agreement shall apply. This provision ensures that both parties can exercise their municipal powers to generate revenue as authorized by state law without interference from the other party.

X. **FORCE MAJEUR:** Neither party shall be liable for any failure to perform its obligations under this Agreement if such failure is caused by an event beyond the reasonable control of the party, including but not limited to, acts of God, war, riots, fire, natural disasters, and governmental actions. The affected party shall notify the other party in writing of such event and shall use all reasonable efforts to resume performance as soon as possible.

XI. **MISCELLANEOUS:**

A. Compliance with Laws. At all times during any term hereof, each party will perform its obligations hereunder in accordance with all applicable laws and regulations.

- B. Notices. Any notice necessary hereunder shall be given by mailing such notice by certified mail addressed to the parties at the address stated above by certified mail, return receipt requested, or at such other address as may hereafter be designated in writing.
- C. Non-Waiver and Survival. It is expressly agreed that should either party not exercise, either in full or in part, any right granted to it by the terms of this Agreement, such failure shall not constitute a waiver of such party's right to exercise any and all such rights in the future.
- D. Course of Dealing. No course of dealing between the parties will operate to amend the terms of this Agreement unless it is reduced to writing and executed by both parties.
- E. Assignment. Neither party may assign its rights and obligations hereunder to any other party except with the prior written consent of other party.
- F. Governing Law. The laws of the Commonwealth of Virginia shall govern any dispute hereunder, with venue in the courts of the County of Tazewell, subject to Section VII, hereinabove.
- G. Binding Effect. This Agreement shall be binding upon the parties hereto, their successors and assigns.
- H. Entire Agreement. This Agreement represents the entire agreement between the parties and specifically includes all prior oral discussions and representations that the parties intend to make a part of their final agreement. This Agreement may not be modified or amended except by subsequent written agreement executed by the parties.

- I. Counterparts and Facsimile Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. Any counterpart may be delivered by any party by transmission of signature pages to the other parties at the addresses set forth herein, and delivery shall be effective and complete upon completion of such transmission; manually signed copies of signature pages shall nonetheless be delivered promptly after any such facsimile delivery.
- J. No Construction Against Drafter. The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Having acknowledged the foregoing, the Parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.
- K. Representation. The parties hereto acknowledge and agree that THE RELIANCE LAW GROUP has represented the Town of Cedar Bluff, Virginia, in the preparation of this agreement.
- L. Legal Construction. This Agreement shall be construed as to effectuate the intended purpose of the Agreement. In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, this Agreement shall be modified to otherwise effectuate the sale under the original intentions of the Parties. This may include striking the invalid, illegal, or unenforceable provision as if they had

never been contained in this Agreement, or modifying the invalid, illegal or unenforceable provisions to make them compliant without modifying the original purpose of the Parties.

M. Amendments. This Agreement may be amended by the Parties only by a written agreement.

N. Attorneys' Fees. Should any litigation be commenced between the parties to this Agreement concerning the rights and duties of either party in relation to this Agreement, the prevailing party in the litigation shall be entitled to (in addition to any other relief that may be granted) a reasonable sum and attorneys' fees in the litigation, which sum shall be determined by the court or other person presiding in the arbitration or litigation or in a separate action brought for that purpose.

O. Headings. The paragraph headings in this Agreement are for convenience only and shall not be considered in interpreting any provision herein.

**REMAINDER OF PAGE INTENTIONALLY BLANK.
SIGNATURE PAGE FOLLOWS.**

IN WITNESS WHEREOF, the undersigned have executed this document effective as of the date first above written.

**TOWN OF RICHLANDS, VIRGINIA, A
VIRGINIA MUNICIPAL CORPORATION**

JASON MAY, Town Manager

COMMONWEALTH OF VIRGINIA:
COUNTY OF TAZEWELL; *to wit*:

The foregoing Agreement was acknowledged before me on this the ____ day of August, 2024, by Jason May, as Town Manager of, for, and on behalf of the Town of Richlands, A Virginia Municipal Corporation, personally known to me or proved to me on the basis of satisfactory evidence.

My Commission Expires:

Notary Public

Notary ID No.: _____

**TOWN OF CEDAR BLUFF, VIRGINIA, A
VIRGINIA MUNICIPAL CORPORATION**

JOHN A. ABSHER, Town Manager

COMMONWEALTH OF VIRGINIA:
COUNTY OF TAZEWELL; *to wit*:

The foregoing Agreement was acknowledged before me on this the ____ day of August, 2024, by John A. Absher, as Town Manager of, for, and on behalf of the Town of Cedar Bluff, A Virginia Municipal Corporation, personally known to me or proved to me on the basis of satisfactory evidence.

My Commission Expires:

Notary Public

Notary ID No.: _____

TOWN OF RICHLANDS, VIRGINIA
TOWN OF CEDAR BLUFF, VIRGINIA

TAX COLLECTION AND DIVISION AGREEMENT 2024 EXHIBITS

- EXHIBIT A: Court Order dated March 7, 2016, Tazewell County Circuit Court Case number CH05-345
- EXHIBIT B: Business List
- EXHIBIT C: Maps of Boundary Area

VIRGINIA: IN THE CIRCUIT COURT OF TAZEWELL COUNTY

TOWN OF RICHLANDS

.....PLAINTIFF

v.

Case No.: CH05000345-00

TOWN OF CEDAR BLUFF

.....DEFENDANT

FINAL ORDER

On November 10, 2015, the Towns of Cedar Bluff (herein "Cedar Bluff") and Richlands (herein "Richlands"), by their respective counsel, appeared for trial of this matter and presented arguments and evidence *ore tenus*.

IT APPEARING that the parties have agreed upon the establishment of a boundary line between the two municipalities; and,

IT APPEARING that the parties have identified and jointly agreed upon the percentage interests of local business locations which are situated in each respective municipality; and,

IT FURTHER APPEARING that the tax arrearage due and owing from the Town of Richlands to the Town of Cedar Bluff, arising from previously collected taxes has been calculated and agreed between the parties,

It is, therefore, **ORDERED, ADJUDGED** and **DECREED** that the Town of Richlands is indebted to the Town of Cedar Bluff in the amount of ONE HUNDRED TWENTY SEVEN THOUSAND SEVEN HUNDRED SIXTY SEVEN DOLLARS and 53/100 (\$127,767.53) and that the Town of Cedar Bluff shall have judgment against the Town of Richlands for this amount, plus post-judgment interest which shall accrue from November 10, 2015, at the statutory judgment rate until paid.

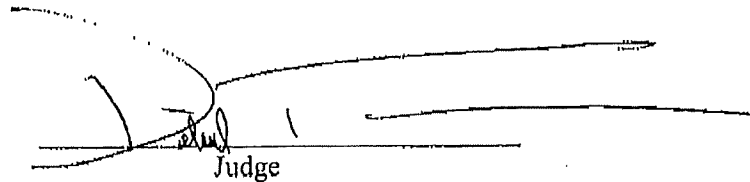
EXHIBIT "A"

It is **ORDERED, ADJUDGED** and **DECREEED** that the boundary of the two municipalities shall be and hereby is, memorialized for purposes of this Order in the location identified on the attached map which is incorporated fully herein as Exhibit "A."

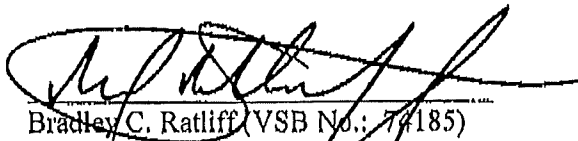
It is further **ORDERED, ADJUDGED** and **DECREEED** that the calculations of square footages of the existing buildings, parking lots, and businesses shall be and hereby are incorporated fully by reference to the attached calculations prepared by the parties in the attached Exhibit "B." It is further **ORDERED** that, effective November 10, 2015, tax liability for those businesses situated in the affected area of the boundary herein identified shall be apportioned by these calculations.

The claim of Cedar Bluff against Richlands regarding real property taxes is voluntarily nonsuited by Cedar Bluff, without objection, and with leave to refile within the time allowed by law.

ENTERED on this the 7th day of March, 2016,


Judge

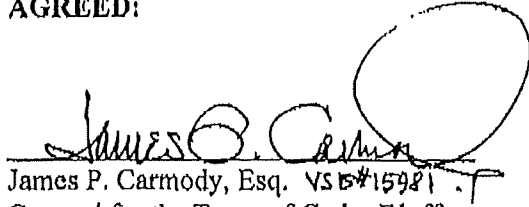
PREPARED BY:



Bradley C. Ratliff (VSB No.: 77185)
Counsel for the Town of Richlands
THE RATLIFF LAW FIRM
1100 Cedar Valley Drive, Suite 2
Post Office Box 33
Cedar Bluff, Virginia 24609
V: (276) 522-1220
F: (276) 206-2255

EXHIBIT "A"

AGREED:


James P. Carmody, Esq. VS B#15981
Counsel for the Town of Cedar Bluff
116 Veteran's Drive
Richlands, Virginia 24641

SEEN:

Signature Waived

C. Eric Young, Esq.
County Attorney, Tazewell County
108 East Main Street
Tazewell, Virginia 24651

Business List
Partial Cedar Bluff / Richlands

**Business License & Meals Tax
Cedar Bluff Percentage**

| | |
|----------------------------------|--------|
| V&V Restaurant | 54.18% |
| H&V Sporting Goods | 64.30% |
| Mother Earth Natural Foods | 64.35% |
| Shear Blessings Hair Salon | 65.29% |
| Army & Navy Store | 21.87% |
| Dollar General Corp. | 36.26% |
| Che Nails | 5.43% |
| Richlands Pools & Spas | 5.50% |
| Randy's Gateway Drug | 26.29% |
| Gateway Deli | 26.29% |
| Radio Shack | 26.80% |
| Century 21 | 25.52% |
| Express Check Advance | 25.57% |
| Ink Inc. | 26.98% |
| Channel Trek, Inc. | 5.42% |
| Comprehensive Computing | 55.61% |
| Global Green (Insurance, Exempt) | 1.03% |
| House of Style | 26.39% |

EXHIBIT "B"



ARMY NAVY STORE
2 STORY STUCCO
3364 sq. ft.

AREA 1
20,733 sq. ft.

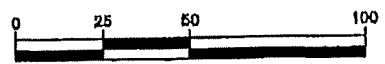
V & V
RESTAURANT
1 STORY BRICK
AND METAL
4885 sq. ft.

H & V
SPORTING GOODS
1 STORY FRAME
3,665 sq. ft.

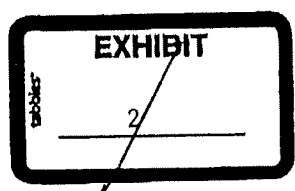
MOTHER EARTH NATURAL FOODS
1 STORY FRAME AND BRICK
2905 sq. ft.

SIGMUH
815 sq. ft.

167' TO IPF (RICHLANDS 2008 PLAT)



1 inch = 50 ft.



RETAIL SPACE AREA 1
TOWN OF CEDAR BLUFF AND TOWN OF RICHLANDS
TAZEWELL COUNTY, VIRGINIA

SCALE: 1" = 50'
PROJECT: B01213-01



Draper Aden Associates
Engineering • Surveying • Environmental Services

2208 South Main Street
Blacksburg, VA 24060
540-552-0444 Fax: 540-552-0291

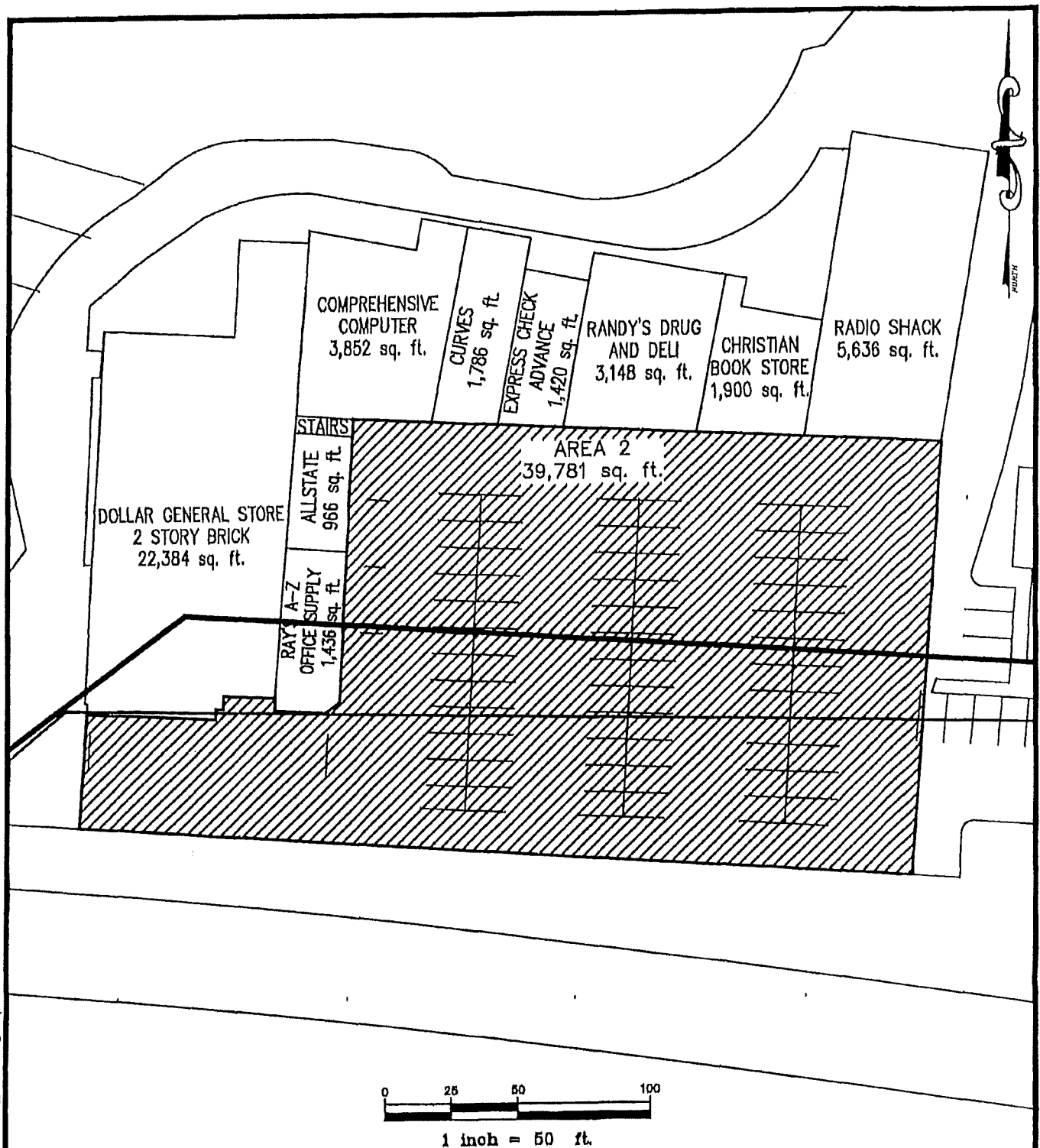
Richmond, VA
Charlottesville, VA
Hampton Roads, VA

DESIGNED N/A
DRAWN JFF
CHECKED LWK
DATE 09-18-13

FIGURE
1

P:\901200801213\901213-01\CAD\901213.dwg 13-09-18.dwg September 30, 2013 8:07:58 AM

EXHIBIT 2



RETAIL SPACE AREA 2
TOWN OF CEDAR BLUFF AND TOWN OF RICHLANDS
TAZEWELL COUNTY, VIRGINIA

SCALE: 1" = 50'
PROJECT: B01213-01



Draper Aden Associates

Engineering • Surveying • Environmental Services

2206 South Main Street
Blacksburg, VA 24060
540-552-0444 Fax: 540-552-0291

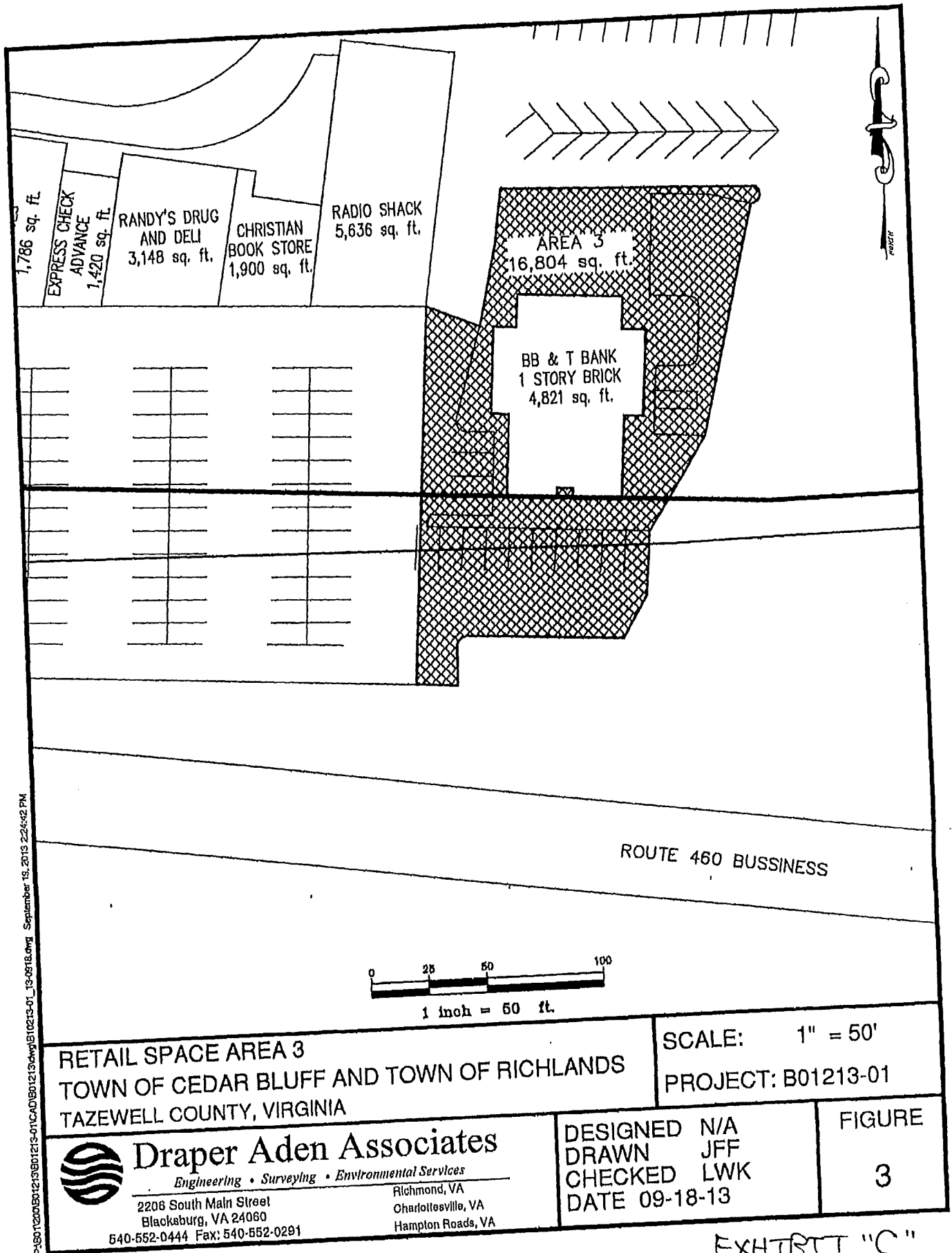
Richmond, VA
Charlottesville, VA
Hampton Roads, VA

DESIGNED N/A
DRAWN JFF
CHECKED LWK
DATE 09-18-13

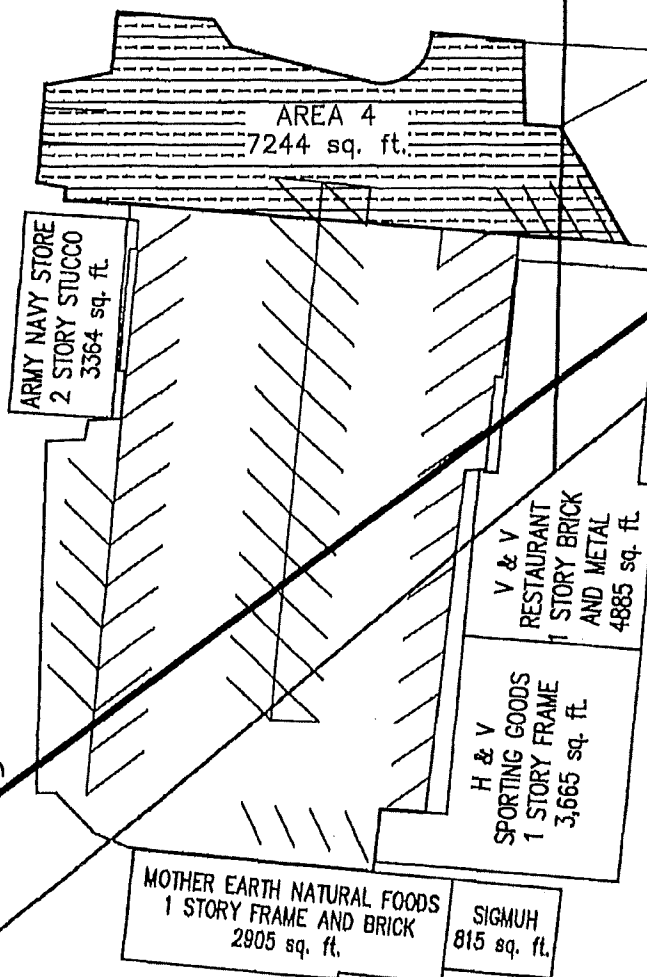
FIGURE

2

EXHIBIT "C"



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RETAIL SPACE AREA 4
TOWN OF CEDAR BLUFF AND TOWN OF RICHLANDS
TAZEWELL COUNTY, VIRGINIA

SCALE: 1" = 50'
PROJECT: B01213-01



Draper Aden Associates

Engineering • Surveying • Environmental Services

2208 South Main Street
Blacksburg, VA 24060

540-552-0444 Fax: 540-552-0291

Richmond, VA
Charlottesville, VA
Hampton Roads, VA

DESIGNED N/A
DRAWN JFF
CHECKED LWK
DATE 09-18-13

FIGURE

4

EXHIBIT "C"

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10/02/2015 FRI 11:37 FAX 276 964 6551 James P Carmody

002/004

AUG. 9. 2011 8:24AM DRAPER ADEN ASSOC.

NO. 641 P. 2

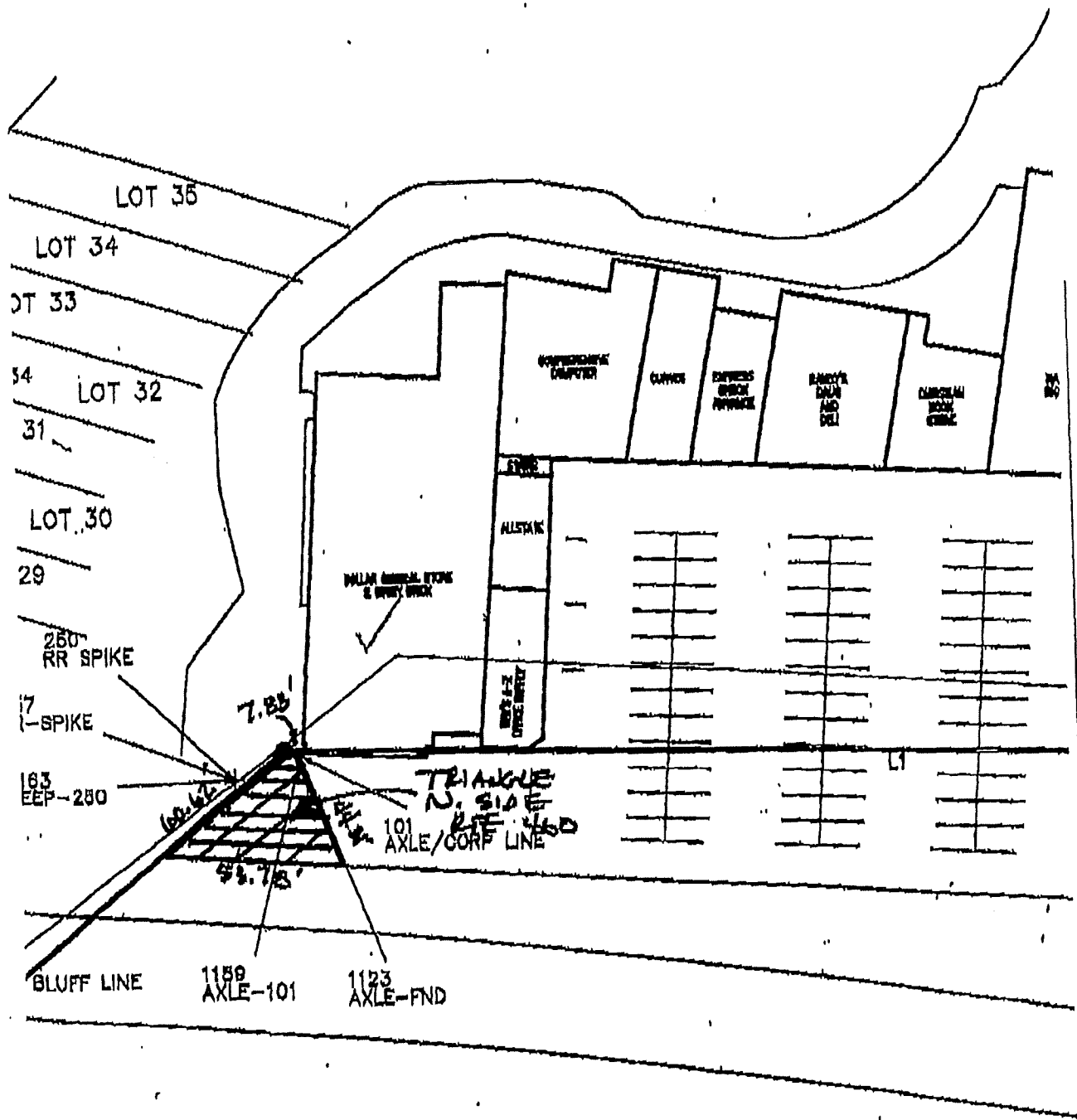


EXHIBIT "C"



RESCUE DIVISION

Richlands Fire-Rescue

1800 Third St. / 200 Washington Sq.

Richlands Va. 24641

Rescue Division Station #2

Station #2 Ph. # 276-329-6065

Fax# 276-963-3569

From The Desk Of:

EMS Director - Rescue Captain Matt Whited

Monthly Council Report For: Rescue Division

Month: Oct. 2024 EMS Calls Total: 247

Year to Date EMS Calls Total: 2,402

Oct. 1-31, 2024

| <u>Group</u> | <u>Count</u> | <u>Pct</u> |
|--|--------------|------------|
| <u>Cancelled</u> | 3 | 1.2 |
| <u>Cancelled Enroute</u> | 3 | 1.2 |
| <u>No Patient Contact (Canceled on Scene)</u> | 2 | 0.8 |
| <u>No Patient Found</u> | 19 | 7.7 |
| <u>No Treatment Required</u> | 5 | 2.0 |
| <u>Patient Dead at Scene-No Resuscitation Attempted (With Transport)</u> | 1 | 0.4 |
| <u>Patient Dead at Scene-Resuscitation Attempted (Without Transport)</u> | 1 | 0.4 |
| <u>Patient Refused Care</u> | 58 | 23.5 |
| <u>Standby</u> | 2 | 0.8 |
| <u>Treated, Refused transport</u> | 1 | 0.4 |
| <u>Treated, Transported by EMS</u> | 151 | 61.1 |
| <u>Treated, Transported by Law Enforcement</u> | 1 | 0.4 |
| <u>Total:</u> | 247 | |

Rescue Division Updates / News / Info. We did get our Community Foundation of Two Virginia's Grant – Lucas CPR Compression Device has been ordered hope to get that delivered and in-service next few weeks. We hope to schedule another Free CPR/AED class for the community soon hopefully before Christmas Holidays this will be posted on our Facebook page.

