



AGENDA

Board of Supervisors Work Session

August 9, 2022

6:00 PM

Call to Order

- A. Discussion – Request of the Shenandoah Farms Sanitary District Advisory Committee to Cancel Old Oak Lane, Phases IV and V Rural Addition, Revenue Sharing Projects – Michael Coffelt
- B. Discussion – Request for Attendance Compensation from the Economic Development Authority Board of Directors – Joe Petty
- C. Discussion – Department of Fire and Rescue Services Certification Program and Relation to Compensation – Jane Meadows/Chief James Bonzano
- D. Discussion – Warren County Public Schools (WCPS) Capital Improvements Program
- E. Discussion – WCPS / County Memorandum of Understanding (MOU) for Operations and Funding
- F. Adjournment

Edwin Daley

From: Bruce Boyle <bboyle.sfsdab@gmail.com>
Sent: Tuesday, August 2, 2022 7:00 PM
To: Cheryl Cullers; Walter Mabe; Delores Oates; Vicky Cook; Jerome Butler; Edwin Daley
Subject: Re-Submission E-mail
Attachments: AB Rural Roads Withdrawal.docx

Hi Warren County Board of Supervisors and Dr. Daley,

At Mr. Mabe's urging, correctly too, I will add some commentary to the Shenandoah Farms Sanitary District communication of last week. I subscribe to the KISS method (Keep It Short & Simple) so no BS (Big Sentences) to avoid creating a TS (Tough Situation). Having been a high school teacher, I have to sanitize some things....

Our committee's reasoning for leaving the Rural Roads Addition program was thoroughly discussed and centered on utilizing priorities of Average Daily Traffic Counts, connections to existing hardtop pavement, the number of residents served both directly and indirectly (connector routes), the highest number of driveways connected to hard top, the conditions of the existing roads and correlated work needing to be done coupled with costs, and the acceptance of the pavement by VDOT into its road system.

This was compared with the eight (8) or so driveways that Old Oak 4 and 5 will service with its 1.01 miles, multi million dollar price tag, versus the several hundred driveways serviced by reversing the priorities to do Drummer Hill from about 474 DH Road to Wambach (1), Heim-Jones/McDonald Farm Road (2), Venus Branch (3), Lake Drive (4), High Top (5), and Old Oak (6). Driveways served would be, in order, hundreds, 19 for .8 mi, hundreds, a hundred or so, 91, and 8. Old Oak 4 and 5 is the eight.

The Committee is very aware of the money spent on Old Oak 4 for VDOT engineering fees, but wishes to avoid throwing good money after bad, until later. We do not seek to cancel Old Oak 4 and 5. The cost increases of the RRA program makes continuing in the program to be cost ineffective, slow, out of local control, and most importantly, serving very few (8) homeowners. Yes, Old Oak will connect Venus Branch to Western, but the Average Daily Traffic Count is miniscule compared to the five roadways listed above. This will serve more residents, reduce about 6.8 mi of main road maintenance, and most importantly, reduce the Maintenance percentage vs the Capital Improvement spending ratio resulting in a lower Sanitary District Fee/Tax sooner.

In summation, our committee wishes to pave the most road, serving the highest number of residents, reduce approximately 6.8 mi of gravel road maintenance, all the while giving stressed sanitary districts residents an earlier chance at tax/fee reduction. The vote was 5-0.

Respectfully submitted,
Bruce Boyle
Shenandoah Farms Sanitary District Advisory Committee, Chair

To: Warren County Board of Supervisors (BOS)

At our July 25, 2022 Advisory Committee meeting, the Advisory Committee voted 5-0 to advise the Warren County BOS to withdraw the Shenandoah Farms Sanitary District from the Rural Roads Addition program effective immediately.

Respectfully submitted by the Shenandoah Farms Sanitary District Committee,

Bruce Boyle, Chair

07/27/2022

Subject: EDA Compensation Presentation

Date: Friday, July 22, 2022 at 5:16:13 PM Eastern Daylight Time

From: Jeffrey Browne

To: Edwin Daley

CC: Joe Petty, spandak@gtpslaw.com

Ed:

At today's EDA meeting, the Board of Directors approved a motion to request member compensation and business-related expenses from the Warren Board of Supervisors. Our Board is requesting a meeting with the Warren County Board of Supervisors at a regularly scheduled meeting to discuss the subject and possible next steps. Please let us know if you need any additional information and please let me know when the meeting will be held.

Jeff

Code of Virginia
 Title 15.2. Counties, Cities and Towns
 Chapter 49. Industrial Development and Revenue Bond Act

§ 15.2-4904. Directors; qualifications; terms; vacancies; compensation and expenses; quorum; records; certification and distribution of report concerning bond issuance.

A. The authority shall be governed by a board of directors in which all powers of the authority shall be vested and which board shall be composed of seven directors, appointed by the governing body of the locality. The seven directors shall be appointed initially for terms of one, two, three, and four years; two being appointed for one-year terms; two being appointed for two-year terms; two being appointed for three-year terms, and one being appointed for a four-year term. Subsequent appointments shall be for terms of four years, except appointments to fill vacancies, which shall be for the unexpired terms. All terms of office shall be deemed to commence upon the date of the initial appointment to the authority, and thereafter, in accordance with the provisions of the immediately preceding sentence. If at the end of any term of office of any director a successor thereto has not been appointed, then the director whose term of office has expired shall continue to hold office until his successor is appointed and qualified.

Notwithstanding the provisions of this subsection, the board of supervisors of Wise County may appoint eight members to serve on the board of the authority, with terms staggered as agreed upon by the board of supervisors; the board of supervisors of Henrico County may appoint 10 members to serve on the board of the authority, two from each magisterial district, with terms staggered as agreed upon by the board of supervisors; the board of supervisors of Roanoke County may appoint 10 members to serve on the board of the authority, two from each magisterial district, with terms staggered as agreed upon by the board of supervisors; the board of supervisors of Mathews County may appoint from five to seven members to serve on the board of the authority; the town council of the Town of Louisa may appoint from five to seven members to serve on the board of the authority, with terms staggered as agreed upon by the town council; the board of supervisors of King William County may appoint nine members to serve on the board of the authority, with terms staggered as agreed upon by the board of supervisors; the town council of the Town of Saint Paul may appoint 10 members to serve on the board of the authority, with terms staggered as agreed upon by the town council; however, the town council of the Town of Saint Paul may at its option return to a seven-member board by removing the last three members appointed; the board of supervisors of Russell County may appoint nine members, two of whom shall come from a town that has used its borrowing capacity to borrow \$2 million or more for industrial development, with terms staggered as agreed upon by the board of supervisors, and the town council of the Town of South Boston shall appoint two at-large members; Page County may appoint nine members, with one member from each incorporated town, one member from each magisterial district, and one member at-large, with terms staggered as agreed upon by the board of supervisors; Halifax County shall appoint five at-large members to serve on the board of the authority jointly created by the Town of South Boston and Halifax County pursuant to § [15.2-4916](#), with terms staggered as agreed upon by the governing bodies of the Town of South Boston and Halifax County in the concurrent resolutions creating such authority; the board of supervisors of Goochland County may appoint five members to serve on the board of the authority; the board of supervisors of Powhatan County may appoint five members to serve on the board of the authority; the town council of the Town of Coeburn may appoint five members to serve on the board of the authority, with terms staggered as agreed upon by the town council; the town council of the Town of Kenbridge may appoint five members to serve on the board of the authority, with terms staggered as agreed upon by the town council; the town council of the Town of Victoria may appoint five members to serve on the board of the authority, with terms staggered as agreed upon by the town council; the city council of Suffolk may appoint eight members to serve on the board of the authority, with one member from each of the boroughs and one at-large member, with terms staggered as agreed upon by the city council; and the City of Chesapeake may appoint nine members, with terms staggered as agreed upon by the city council; however, in the City of Chesapeake, after July 1, 2017, no member shall serve more than two consecutive terms. Any person who has served more than one and one-half terms as a member of the Chesapeake Economic Development Authority as of July 1, 2017, shall not be eligible for reappointment for another consecutive term. A

member of the Chesapeake Economic Development Authority shall serve at the pleasure of the city council of the City of Chesapeake. No Chesapeake Economic Development Authority member shall work for the Authority within one year after serving as a member. The city council of the City of Norfolk may appoint 11 members, with terms staggered as agreed upon by the city council, and the board of supervisors of Louisa County may appoint directors to serve on the board of the authority for terms coincident with members of the board of supervisors.

A member of the board of directors of the authority may be removed from office by the local governing body without limitation in the event that the board member is absent from any three consecutive meetings of the authority or is absent from any four meetings of the authority within any 12-month period or upon unanimous vote of the board of supervisors. In any such event, a successor shall be appointed by the governing body for the unexpired portion of the term of the member who has been removed.

B. Each director shall, upon appointment or reappointment, before entering upon his duties take and subscribe the oath prescribed by § [49-1](#).

C. No director shall be an officer or employee of the locality except (i) in a town with a population of less than 3,500 where members of the town governing body may serve as directors provided they do not constitute a majority of the board, (ii) in Buchanan County where a constitutional officer who has previously served on the board of directors may serve as a director provided the governing body of such county approves, (iii) in Frederick County where the board of supervisors may appoint one of its members to the Economic Development Authority of the County of Frederick, Virginia, and (iv) in Mathews County where the board of supervisors may appoint one employee of the locality to the Economic Development Authority of the County of Mathews. Every director shall, at the time of his appointment and thereafter, reside in a locality within which the authority operates or in an adjoining locality. When a director ceases to be a resident of such locality, the director's office shall be vacant and a new director may be appointed for the remainder of the term.

D. The directors shall elect from their membership a chairman, a vice-chairman, and from their membership or not, as they desire, a secretary and a treasurer, or a secretary-treasurer, who shall continue to hold such office until their respective successors are elected. The directors shall receive no salary but may be compensated such amount per regular, special, or committee meeting or per each official representation as may be approved by the appointing authority, not to exceed \$200 per meeting or official representation, and shall be reimbursed for necessary traveling and other expenses incurred in the performance of their duties.

E. Except as provided herein, four members of the board of directors shall constitute a quorum of the board for the purposes of conducting its business and exercising its powers and for all other purposes, except that no facilities owned by the authority shall be leased or disposed of in any manner without a majority vote of the members of the board of directors. No vacancy in the membership of the board shall impair the right of a quorum to exercise all the powers and perform all the duties of the board. In the case of the Economic Development Authority of Goochland County, the Economic Development Authority of Powhatan County, the Industrial Development Authority of the Town of Kenbridge, and the Industrial Development Authority of the Town of Victoria, three members of the board of directors shall constitute a quorum of the board for the purposes of conducting its business and exercising its powers and for all other purposes, except that no facilities owned by the authority shall be leased or disposed of in any manner without a majority vote of the members of the board of directors.

F. The board shall keep detailed minutes of its proceedings, which shall be open to public inspection at all times. It shall keep suitable records of its financial transactions and, unless exempted by § [30-140](#), it shall arrange to have the records audited annually. Copies of each such audit shall be furnished to the governing body of the locality and shall be open to public inspection.

Two copies of the report concerning issuance of bonds required to be filed with the United States Internal Revenue Service shall be certified as true and correct copies by the secretary or assistant secretary of the authority. One copy shall be furnished to the governing body of the locality and the other copy mailed to the Department of Small Business and Supplier Diversity.

BOARD/COMMISSION	COMPENSATION	REGULATION
FR-WC EDA	No Compensation	By Laws
Warren County BZA	\$100/meeting + mileage	Virginia Code
Warren County Planning Comm.	\$100/meeting + mileage	County Code
FR-EDA	\$200/meeting	Resolution & By Laws
Amherst County EDA	\$50/meeting	By Laws
Clarke County EDA	\$50/meeting	By Laws
Frederick County EDA	\$200/meeting	EDA funds not County
Shenandoah County EDA	No Compensation	By Laws
Spotsylvania County EDA	Not to exceed \$100/meeting + expenses	By Laws

time may be changed by a majority vote of the EDA directors. Special meetings, in addition to the regularly scheduled meetings, may also be held. Public notice of a change to a regularly scheduled monthly meeting and special meetings are posted on the County website at least three days in advance of the meeting. Minutes of all meetings are approved by the EDA and posted on the EDA website, AmherstVABusiness.com.

5. Reports. The EDA submits an annual report to the Board of Supervisors at the end of the County's fiscal year as a component of the Action Plan. Reports on results of the EDA's responses to the Supervisors specific requests are submitted as work by the staff and Authority is completed. Additionally, staff of the EDA provides frequent verbal reports to the Supervisors on the status of EDA activities.

6. Structure. The Economic Development Authority annually elects a Chairman, Vice-Chairman and Treasurer from its membership. Officers may succeed themselves, at the pleasure of the Board. The primary employee on the staff (executive director or other title) serves as the Secretary and is also elected annually. EDA Board members are provided an official email address (@CountyofAmherst.com)

7. Staff Support. The Economic Development Authority of Amherst County may hire staff as necessary to support its mission. Staff may include an executive director who would be responsible for day-to-day operations of the Authority and supervision of other EDA staff. The executive director will also serve as secretary of the board. The Authority may enter into contracts for services normally provided by staff. The EDA has a formal agreement with the County that allows the Authority to rely on the County's Finance Department for management of its funds, paying invoices, financial reports, etc. The County also provides purchasing assistance, office facilities, periodic legal assistance, and other staff support when possible.

8. Authority. The Economic Development Authority of Amherst County, Virginia, is an independent, legal unit of local government in The Commonwealth of Virginia. As such, after it coordinates its work program with the County Board of Supervisors and conducts implementation activities, the Authority represents the economic development interests of the County with the Lynchburg Regional Business Alliance, the Region 2000 Local Government Council, and the Commonwealth. Periodically, the Board of Supervisors may/will request the Authority to represent it on matters of great importance to the county (i.e., the disposition of Central Virginia Training Center).

9. Official Acts. Acts of the Economic Development Authority of Amherst County, Virginia, are performed by majority vote of the directors present at a scheduled or special meeting. A quorum of at least four members is required; except that in matters of disposition of facilities owned by the Authority a vote of no less than four directors is required. The Chairman speaks for the EDA, unless he/she designates another member to do so on a specific issue.

10. Virginia Freedom of Information Act. The Economic Development Authority is a public body under the Virginia Freedom of Information Act (FOIA). It is the responsibility of the Chairman, with the assistance of the Secretary, to ensure compliance with all facets of this law.

11. State and Local Governments Conflict of Interests Act. Members of the Economic Development Authority are non-salaried citizen appointees and must file an annual Financial Disclosure Statement each year as specified. They are not members of boards or commissions who are required to file Disclosure of Real Estate Holdings. The submission of the Financial Disclosure Statement is a condition of accepting appointment to the EDA. EDA Board of Directors are compensated \$50 per monthly regular board meeting they attend.

**BI-LAWS OF
THE INDUSTRIAL DEVELOPMENT AUTHORITY
OF SHENANDOAH COUNTY, VIRGINIA**

ARTICLE I

RIGHTS AND LIABILITIES OF DIRECTORS AND OFFICERS

Section 1. Property interest of directors and officers. No director or officer of the Authority shall have any right, title or interest in or to any property or assets of the Authority either prior to or at the time of any dissolution of the Authority, all of which properties and assets shall at the time of any dissolution vest in Shenandoah County, Virginia.

Section 2. Non-liability for debts. The private property of the directors and officers shall be exempt from execution or other liability for any debts of the Authority and no director or officer shall be liable or responsible for any debts or liabilities of the Authority.

ARTICLE II

Section 1. General powers. The business and affairs of the Authority shall be managed by a board of seven directors which shall exercise all of the powers of the Authority.

Section 2. Election and tenure of office. The directors shall be elected by the Board of Supervisors of Shenandoah County, Virginia, and they shall so be elected that they shall hold office for overlapping terms. At the time of the election of the first Board of Directors, the Board of Supervisors of Shenandoah County shall elect two to serve one year terms, two to serve two year terms, two to serve three year terms, and one to serve a four year term. Every year, the Board of Supervisors of Shenandoah County shall appoint the requisite number of directors needed to fill the vacancies occurring which vacancies are created by the expiration of the term of the directors. Such appointments shall be for terms of four years except where said appointments are for the purpose of serving out unexpired terms.

Section 3. Vacancies. In the event that a vacancy occurs in the Board of Directors other than by normal expiration of the terms of a member of the Board of Directors, the vacancy shall be filled by election by the Board of Supervisors of Shenandoah County for the unexpired portion of the term.

Section 4. Compensation. **Neither directors nor officers shall receive any salary for their services and they shall serve without compensation except that they shall be reimbursed for necessary traveling and other expenses incurred in the performance of their duties.** No director or officer shall receive compensation for serving the Authority in any other capacity, nor shall any close relative of a director or officer receive compensation for serving Authority.

ARTICLE III

MEETINGS OF DIRECTORS

Section 1. Annual meeting. An annual meeting of the Board of Directors shall be held at Woodstock, Virginia, during the first month ~~on the third Tuesday, 2:00 p.m.~~ of each year commencing in 1974, if not a legal holiday, and if a legal holiday, then on the next succeeding day not a legal holiday, for the purpose of examining the financial reports of the Authority and the transaction of any other business

Section 402: Compensation.

The Directors and officers of the Authority shall receive no salary but may be compensated such amount regular, special or committee meeting or per each official representation as may be approved by the Board of Supervisors, not to exceed the amount as provided in the Act for each meeting (\$50) or official representation, and shall be reimbursed for necessary traveling and other expenses incurred in the performance of their duties.

Section 403: Public Attendance at Meetings: Inspection of Records.

All meetings of the Board of Directors at which formal action is taken shall be open to the public.

The Board of Directors may hold executive or closed meetings in accordance with The Virginia Freedom of Information Act, [Chapter 37 Title 2.2 Administration of Government](#) Code of Virginia (1950, as amended), as may be in effect from time to time (the "Virginia Freedom of Information Act").

All official records of the Authority shall be open for inspection and copying in accordance with the provisions of the Virginia Freedom of Information Act.

Directors and officers of the Authority may inspect all Authority records at any reasonable time.

Section 404: Rules, Regulations, and Procedure.

- A. Roberts Rules of Order, Newly Revised, shall govern all matters of procedure not specifically set forth in these Bylaws or the Act.
- B. The format of meetings of the Board of Directors may be as follows:
 - (1) Call to order
 - (2) Recording of attendance
 - (3) Adoption of Agenda
 - (4) Reading, approval, and correction of the minutes of the last meeting.
 - (5) Reports of officers and committee
 - (6) Old Business
 - (7) New Business
 - (8) Adjournment
- C. The Board of Directors may adopt, amend and alter from time to time such rules,

The Board shall keep suitable records of all its financial transactions and shall arrange to have the same audited annually. Copies of each audit shall be furnished to the Board of Supervisors and shall be open to public inspection.

Section 12. Meeting Format:

The format of all regular meetings of the Board of Directors shall be as follows:

1. Call to Order.
2. Approval of the Minutes of the Last Meeting.
3. Chairman's Report.
4. Treasurer's Report.
5. Committee Reports.
6. Unfinished Business.
7. New Business.
8. Attorney's Report.
9. Closed Session
10. Adjournment.

ARTICLE III – COMMITTEES

Section 1. The Chairman may, from time to time, create such committees as he may deem necessary and expedient to promote the purposes of the Authority. Such Committees shall be advisory only and shall not be empowered to act on behalf of the Authority unless expressly authorized to do so by resolution of the Board of Directors.

ARTICLE IV. - COMPENSATION FOR THE DIRECTORS

Members of the Authority shall receive no salary but the Directors may be compensated in such amount per meeting as may be approved by the Board of Supervisors not to exceed \$100.00 per meeting, and shall be reimbursed for necessary traveling and other expenses incurred while in the performance of their duties.

ARTICLE V. - SEAL

The Seal of the Authority shall be a flat faced circular die with the word Seal and the name of the Authority and date engraved thereon.

WARREN COUNTY SCHOOL BOARD BUILDING COMMITTEE
Thursday July 28, 2022
WCPS Conference Meeting

Committee Meeting

AGENDA

1:00 P.M.

1. ✓ Call Meeting to Order
2. ✓ Leslie Fox Keyser Elementary School HVAC/Renovations Update
3. ✓ Blue Ridge Technical Center HVAC/Roof Replacement
4. ✓ Other Building Items/Activities
 - A. Grounds Maintenance
 - B. Summer Projects/Custodial Update
5. New Business
5. ✓ Schedule Next Meeting *TBD*
7. ✓ Adjournment

Warren County Public Schools School Board Building Committee

July 28, 2022, 1:00 p.m.

School Board Conference Room – 1st Floor, 210 N Commerce Avenue

INFORMATION ITEMS

Information Items:

- A. Leslie Fox Keyser Elementary School Renovations
- B. Blue Ridge Technical Center HVAC / Roof Replacement
- C. Discussion items / Other Activities Updates
 - Grounds Maintenance
 - E Wilson Morrison Fence
 - Critical Mapping
 - Open Vacancies

Information Items

A. Leslie Fox Keyser Elementary School Renovations

BIDDERS
LAUCE
TAST

Grimm & Parker has completed the 100% construction documents and specifications. The Pre-bid meeting was held on Tuesday, July 12, 2022 with two general contractors and several other subcontractors in attendance. Bid are due on Wednesday, August 3, 2022 at 1:30PM. Pending any changes and or comments from permit review and material lead times, there's been no change to the original proposed timeline below.

Will be
A public
Bid opening

Complete schematic design	✓	Mid-February 2022
Design Development with school staff	✓	Mid-March – Mid April 2022
75% CD's (Construction Documents)	✓	June 2022
100% CD's / Submit for permit	✓	July 1, 2022
IFB (Invitation for Bid)	✓	July 1- July 31 2022
Contract Award	*	July 31- August 26. 2022
Contractor NTP (Notice to Proceed) Submittals & ordering of materials, Contractor on-site mobilization		September – December 2022
Construction		January 2023 – August 2024

PENDING coming

The Warren County Building Inspections and Permit Office uses a third party firm to perform the plan review and comments as part of the building permit submittal application with the cost to be paid directly by WCPS's. Staff received a proposal from the County's recommended firm, IBTS to perform the third party plan review. Their total cost is \$11,620.00. Staff has had (Grimm & Parker) review their proposal and feels their proposed cost is reasonable and fair for a project of this scope.

David
Behem

→
Covered by
GRANT

Group thought
the fee was
REASONABLE

B. Blue Ridge Technical Center / Roof Replacement

(READY to GO)

All permits have been received with the contractor scheduled to begin the work on Monday, August 22, 2022.

The project scope calls for the complete removal of approximately 18,500 square feet of membrane roofing and components with replacement of the same.

Staff met with the contractor, Blackstone Roofing and the school administration on Tuesday, July 26, 2022 to finalize the logistics and schedule of work since the replacement will occur after school has started.

Anticipated completion is approximately the first of October weather permitting.

C. E Wilson Morrison Fence

The fencing project is tentatively scheduled to begin mid to late August. The material originally had a 10 week lead time but staff received word earlier this week that the material would be ready and shipped by the middle of August.

they cut
Hercules Fencing 2 weeks
off

The Town has reviewed the project and determined that a Zoning permit is not required.

Staff will coordinate a pre-construction meeting with the contractor and School Administration to determine the actual work schedule.

Removal of chain link fences

D. Critical Response Mapping

(Funds are first come, first serve)

Governor Glenn Youngkin announced the availability of \$6.5 million through the Department of Criminal Justice Services (DCJS) to assist public schools in the development of digital floor plans. In tandem with the announcement, Governor Youngkin signed Delegate Robert Bell's House Bill 741, which requires local school boards to create detailed and accurate floor plans for each of their public school buildings to be utilized by First Responders. \$3,500 hundred per school

The Digital Mapping Program for Virginia K-12 Schools will fund up to \$3,500 per public school to create a common operation picture through digital maps for school.

Staff has submitted the application to DCJS and is awaiting notice of approval.

EXPECTED A POSSIBLE IN A MONTH.

E. Summer Projects

- Contracted painting of restrooms and stairwells at E Wilson Morrison ES and painting of restrooms at Ressie Jeffries complete.
- Power washing and exterior painting of courtyard at HJ Barbour complete

groups to do gardens & lawns
Look at garden clubs to help.

- In house painting of gymnasium at ASW Rhodes complete.
- Painting of exterior metal stairs at rear of AS Rhodes complete
- In house modular class room deck repairs at HJ Barbour complete

Custodial / Sodexo

- Summer cleaning of all schools is complete. Sodexo crews did an exceptional job this summer with the floor care program. Floors with multiple years of wax build up and dirt were properly removed and floors restored to acceptable condition.

LFK HVAC/Renovations

	Expense	Revenue	Comments
Final Construction Estimate	\$ 15,824,290.00		Includes approximately \$1.2mil in add/alternate options
Cost of Architect and Engineering - LFK	\$ 929,258.00		
Cost of Architect and Engineering - BRTC HVAC	\$ 61,628.00		Final design cost lower than contract as fees for bid assistance and construction won't be needed as construction will be delayed.
Cost of Third Party Plan Review	\$ 11,620.00		
Estimated Total Design and Construction	\$ 16,826,796.00		
WCPS Grant Funding		\$ 10,198,973.00	see below breakdown
County's Funding		\$ 2,200,000.00	
WCPS Carry Over from FY 21		\$ 1,000,000.00	\$1.6 M total/\$600K for buses
WCPS Carry Over from FY 22		\$ 1,300,000.00	This is an evolving number. Won't know until Sept. Currently \$1.6M
Remove Alternative Options		\$ 1,258,323.00	see below breakdown
		\$ 15,957,296.00	
	\$ 16,826,796.00	\$ 15,957,296.00	\$ 869,500.00
ADD ALTERNATE OPTIONS:	\$'s	WCPS Grant Summary	\$'s
Add 1 - Kitchen upgrades - Walk in cooler freezer replacement, dishwasher, counter modifications, floor replacement.	\$ 403,729.00	ESSER II FUND / Leslie Fox Keyser HVAC	\$ 3,085,533.00
Add 2 - Cafeteria modifications - Removal of stage structure, construction of storage room, new window, floor replacement	\$ 58,419.00	ESSER III FUND / Leslie Fox Keyser	\$ 4,000,000.00
Add 3 - Gymnasium modifications - Operable partition, curtain, flooring replacement in gym and stage	\$ 123,789.00	American Rescue Plan (ARP) Act	\$ 1,014,491.00
Add 4 - Library modifications - All casework including reception desk, new windows and flooring	\$ 56,469.00	School Construction Grant Program Entitlement	\$ 2,098,949.00
Add 5 - Admin Casework	\$ 34,248.00	Total Grant Funding	\$ 10,198,973.00
Add 6 - Solar daylighting devices	\$ 98,823.00		
Add 7 - Classroom POD entry assemblies	\$ 43,690.00		
Add 8 - All exterior windows and doors. Hardware is included in base bid	\$ 439,156.00		
Total Add Alternate Options	\$ 1,258,323.00		

Bids will determine this
closer or more



Warren County Public Schools
210 North Commerce Avenue
Front Royal, Virginia 22630-4419
Phone (540) 635-2171
www.wcps.k12.va.us

Office of the
Superintendent

Memorandum of Understanding

Between the Warren County Board of Supervisors and the Warren County School Board for Unexpended Funds

THIS MEMORANDUM OF UNDERSTANDING (hereinafter the MOU), made this ____ day of _____, 2022, by and between the County of Warren, Virginia, a political subdivision of the Commonwealth of Virginia (hereinafter the "County") and the Warren County School Board, a public body (hereinafter the "School Board").

- 1) **Purpose:** The purpose of this agreement between the County and the School Board is to outline the responsibilities of both agencies as it relates to funds that are unspent at the end of the Fiscal year that were originally from the County's General Fund. This does not apply to any other funding sources such as grants, donations, State, or Federal Dollars.
- 2) **Roles and Responsibilities:** The County will provide an annual appropriation to the School Board. At the end of each fiscal year, the independent auditors will determine the amount of unexpended funds from the School Board's annual appropriation to be returned back to the County's General fund (in compliance with State Code § 22.1-100 Unexpended school and educational funds). The amount of unexpended funds identified to be returned shall be requested by the School Board to be assigned to the School Board's Capital Improvement Fund and to a Transportation Fund held by the County. The County's Finance Department will make a transfer of said amounts into the assigned accounts.
 - a. Capital Improvement Funds will be utilized for construction, additions, renovations, including retrofitting and enlarging public school buildings, infrastructure, including technology infrastructure, furniture, and site acquisition for public school buildings and facilities.
 - b. Transportation Funds will be utilized for bus replacement, vehicle replacement, and costs associated with maintaining the school fleet.
- 3) **Planning:** The School Board will update the Warren County Public Schools' Capital Asset Plan and the Transportation Replacement and Maintenance Plan on a yearly basis and will submit both plans as part of the School Board's budget request. Warren County Public Schools' Capital Asset Plan is a preventive maintenance and asset replacement program designed to maintain or replace equipment and major systems and to keep them in optimal condition.
- 4) **Term of Agreement:** This agreement will cover the period from August __, 2022 to July 30, 2027. After the completion of each fiscal year ending on June 30, the program and budget shall be reviewed in conjunction with the School Board to ensure that this

action is not negatively impacting School Board operations. This Agreement shall continue in full force and effect under the terms of this agreement for successive five (5) year terms unless terminated by either party by notice delivered to the other on or before twelve (12) months prior to the end of such term.

- 5) **Entire Agreement:** This Contract constitutes the entire agreement between the parties pertaining to the subject matter of this Contract and supersedes all prior or contemporaneous agreements and understanding of the parties in connection with the subject matter. No modification of this Contract shall be effective unless made in writing and signed by both parties.
- 6) **Severability:** Any term of this Agreement which is prohibited by, or is unlawful or unenforceable under Virginia law shall be ineffective only to the extent of such prohibition, without invalidating the remaining terms of this Agreement.

WITNESS the following signatures and seals.

This Agreement is hereby entered into by the County of Warren, Virginia, as evidenced by the signature of the undersigned, who is authorized to enter into this Agreement on behalf of the County of Warren, as evidenced by a Motion authorizing the same adopted by the Warren County Board of Supervisors on August __, 2022.

County of Warren, Virginia (Seal)

By: _____
Chairperson
Board of Supervisors

Attest:

Clerk

This Agreement is hereby entered into by the County of Warren School Board, as evidenced by the signature of the undersigned, who is authorized to enter into this Agreement on behalf of the Warren County School Board, as evidenced by a Motion authorizing the same adopted by the Warren County Board School Board on August __, 2022.

Warren County School Board, Virginia (Seal)

By: _____
Chairperson
Warren County School Board

Attest:

Clerk

Warren County Public Schools
FY2023 Update to Warren County Board of Supervisors
July 9, 2022 Work Session

Original FY2022 Operating Budget:	\$63,944,829	
Additional Appropriation November 18, 2021:	\$4,062,240	One-time CARES Funding = \$4,012,255 + Two State Grant =\$49,985
Additional Appropriation July 19, 2022:	\$140,476	One-time Federal Emergency Connectivity Fund Grant for Wi-Fi on buses
Final FY2022 Operating Budget:	<u>\$68,147,545</u>	
Final Proposed FY2023 Operating Budget:	\$71,108,401	
Increase FY2023 vs. FY2022 Final Budget:	\$2,960,856	
Requested Increase in Local Funding:	\$0	
Increase in State Funding for FY2023:	\$3,974,942	
CARES Funding and Expenditures FY2023:	\$3,296,356	

Potential \$6.9m Reductions:

Eliminate the Following Requested FY2023 Additions:

1- English Language Teacher	\$74,616
2- Elementary Art Teachers	\$149,233
1- Elementary School Counselor	\$75,992
1- Elementary School Counselor	\$77,412
1- Technology Integration Coach - 210 days	\$78,049
1- Director of Communications	\$117,740
1 -Board Certified Behavior Analysts (BCBA)	\$96,140
2- Library Assistants	\$64,326
1- Instructional Assistant	\$32,163
2- Math Coaches	\$154,824
1- Pathways and Connections Instructional Assistant	\$32,163
1- Increase BRTC Career Coach to Full-time	\$53,086
Increase Two Bus Drivers from 4.5 Hours to 8 Hours	\$33,080
Increase IRT and Dean Supplement by \$2,500	\$31,698
Add Supplement for VHSL Robotic Coaches	\$2,308
Add \$5,000 Supplement for Middle School Assistant Principals	\$12,679
Increase Degree Supplements	\$139,070
Increase Coaching/Team Leader/Dept. Chair, etc. Supplements 10%	\$53,562
Increase One Speech to 12 months	\$22,221
Increase Social Worker to 12 months	\$18,217
Create Grade 32 Scale for Assistant Superintendents	\$19,019
Senior Class Sponsor Stipend (2 per high school) \$1,000 each	\$4,306

Warren County Public Schools
FY2023 Update to Warren County Board of Supervisors
July 9, 2022 Work Session

Junior Class Sponsor Stipend (2 per high school) \$800 each	\$3,445
Sophomore Class Sponsor Stipend (1 per high school) \$500 each	\$1,077
Freshman Class Sponsor Stipend (1 per high school) \$250 each	\$538
Increase Athletic Trainers to 11 months	\$18,594
Add \$2,500 Supplement to Administrative Assistant for CARES Support	\$3,170
Move BRTC Secretary to Admin Ass't Scale Grade 7 Scale	\$4,734
Add \$10,000 Translator Stipend to Secretary School Grade 9	\$12,679
Contracted Website Support	\$20,000
CIP Annual Support	\$10,000
Painting and Carpet Replacement	\$50,000
Dual Enrollment Class Student Tuition Support	\$50,000
Increased Custodial Contract Cost	\$222,740
Four month contracted groundskeeping	\$21,000
7% Increase Transportation Fuel	\$17,500
10% Increase Heating Fuel	\$33,026
Subtotal FY2023 Additional Requests:	\$1,810,406

		State Share	Local Share
Cost of 5% Salary Increase:	\$2,324,206	\$966,469	\$1,357,737
Cost of \$1,000 December Bonus:	\$864,430	\$524,751	\$339,679
Eliminate Extra-curricular Events and Athletics:	\$1,040,782		
Eliminate all Remaining Supplements:	\$160,878		
Furlough all 200 day + staff three Professional Development Days:	\$727,317		
Do not fill eight vacant teacher positions:	\$596,928		
Total All Listed:	\$7,524,947		