

**Sussex County Board of Supervisors Meeting
Thursday, March 19, 2026 – 6 pm
General District Courtroom – Sussex Judicial Center
15098 Courthouse Road, Sussex VA 23884**

AGENDA

**<https://us02web.zoom.us/j/84251320086>
Meeting ID: 842 5132 0086**

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1. Commencement

- 1.01 Call to Order/Determine Quorum
 - a. Approval of Board Member(s) Participating by Phone under Board Remote Participation Policy
- 1.02 The Invocation
- 1.03 The Pledge of Allegiance
- 1.04 Agenda Amendment(s)
- 1.05 Approval of Regular Agenda

2. Approval of Consent Agenda

- 2.01 Approval of Minutes of February 13 Personnel Committee, February 19 Regular, and March 5, 2026 Joint BOS-School Board Meetings
- 2.02 Warrants and Vouchers
- 2.03 Treasurer’s Report & Financial Update – *for information only*
- 2.04 Departmental Reports – *for information only*
- 2.05 Employee Leave Carryover Request
- 2.06 County Health Insurance Renewal

3. Recognitions/Awards/Presentation

- 3.01 FY2025 Audit Presentation – Taylor Stover, Robinson, Farmer, Cox Associates
- 3.02 General Reassessment Update – Bob Pearson, Vision Government Solutions
- 3.03 FY2027 County Revenue Projections – Treasurer Deste Cox

4. Public Hearing – none

5. Appointments – none

6. Action Items

- 6.01 Concurrent Resolution Extending the Corporate Life of the Sussex Service Authority
- 6.02 Planning Services Contract with the Berkley Group

7. Citizens’ Comments

8. Unfinished Business – none

9. New Business – none

10. Board Members Comments

- 10.01 Blackwater District
- 10.02 Courthouse District
- 10.03 Henry District
- 10.04 Stony Creek District
- 10.05 Wakefield District
- 10.06 Waverly District
- 10.07 Yale District

11. Closed Session

- 11.01 Convene into Closed Session
 - a. Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body; applicable Code Section 2.2-3711(A)3
- 11.02 Reconvene to Open Session
- 11.03 Certification
- 11.04 Action(s) Resulting from Closed Session

12. Recess/Adjournment

- 12.01 Recess/Adjournment
- 12.02 Next Regular Meeting, April 16, 2026 @ 6 p.m.

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12. Recess/Adjournment

- 12.01 Recess/Adjournment
- 12.02 Next Regular Meeting, April 16, 2026 @ 6 p.m.

**At a Joint Meeting of the
Sussex County Board of Supervisors
and the School Board
Held at the Sussex School Board Office
Thursday, March 5, 2026 at 6 pm**

BOARD MEMBERS PRESENT

Thomas W. Baicy, III
C. Eric Fly, Sr.
Phyllis T. Tolliver
Steve E. White

BOARD MEMBERS ABSENT

Alfred G. Futrell
Wayne O. Jones
Rufus E. Tyler, Sr.

SCHOOL BOARD MEMBERS PRESENT

Jeffrey C. Gary
Katrina G. Faltz
Doris C. Hamlin
Laurie S. Latham
M. E. Morris
Linda J. Skipper
Roslyn C. Tyler

STAFF PRESENT:

David J. Conmy, Deputy County Administrator/
Economic Development Director
Deste J. Cox, Treasurer
Jaime Poole, Interim Finance Director
Shilton R. Butts, Asst. to the County Administrator/
Clerk to the Board of Supervisors

1. Call to Order/Determine Quorum

Chair White called the March 5, 2026 Joint Board of Supervisors and School Board meeting to order.

2. The Invocation

The invocation was recited by all.

3. Approval of the Agenda

The agenda was approved by general consensus.

4. School Board's 2026-2027 Proposed Budget

Mr. Broderick reviewed the proposed Capital Improvement Plan that was developed for the next two years which was based on a thorough examination of School Facilities, Infrastructure and a Preventive Maintenance Plan. Enrollment projections are factored in when predicting future needs. Superintendent's CIP. Budget is presented to the School Board. Once approved, this CIP Plan is forwarded to the County Board of Supervisors for consideration & funding.

It was noted that the projected ADM is 1,000 students. The years the Central High, Middle, Elementary Schools, Schools Board Office and Operations Building construction dates were reviewed.

The SCHS Literary Loan was reviewed for the high school roof and HVAC project. It was noted that they were substantially complete. The School Board will spend just under \$4 million out of an approved project of \$7.5 million.

It was discussed that the High School and Middle Schools were both approved for State Construction Assistance Program Grants. They are based on LCI and our approval rate is 20% of the total Award.

Improvements for the next three proposed Elementary School CIP for 2027-2029 was discussed to include

- School Painting
- Technology – Student/Classroom Devices
- Technology – Teacher Devices
- Technology – Staff Devices
- Network Infrastructure Upgrades
- Repair/Replace Food Service Equipment
- Renovations/Space Needs

Improvements for the next three proposed Middle School CIP for 2027-2029 was discussed to include:

- School Painting
- Technology – Student/Classroom Devices
- Technology – Teacher Devices
- Technology – Staff Devices
- Network Infrastructure Upgrades
- Repair/Replace Food Service Equipment
- Renovations/Space Needs

Improvements for the next three proposed High School CIP for 2027-2029 was discussed to include:

- School Painting
- Technology – Student/Classroom Devices
- Technology – Teacher Devices
- Technology – Staff Devices
- Network Infrastructure Upgrades
- Repair/Replace Food Service Equipment
- Renovations/Space Needs

Improvement for the Sussex Campus/Operations CIP for 2027-2029 was discussed to include:

- S.B.O. Unfinished Wing
- Campus Security Enhancements
- Waste Water & Water Treatment Plants \$
- Campus Drainage, Roadways & Parking
- Technology - Network Infrastructure
- Repair/Replace Office Equipment
- Renovations / Space Needs/ Storage
- Athletic Fields

The Transportation CIP for tor 2027-2029 was discussed to include:

- Bus Fleet Replacement
- Bus Cameras & GPS Equipment
- Student Auto Fleet Replacement
- Staff Vehicle Replacement
- Maintenance Vehicle Replacement \$
- Communications Upgrades \$
- Campus Vehicles
- Bus Wireless

5. Citizens' Comments

There were no citizens' comments.

6. Adjournment

ON MOTION OF SUPERVISOR TOLLIVER, seconded by SUPEVISOR FLY and carried: RESOLVED that the Sussex County Board of Supervisors hereby adjourn the March 5, 2026 Joint Meeting of the Sussex County Board of Supervisors and School Board at 7:24 p.m. All Board members present voted aye.

**Warrants &
Vouchers
will be
provided at
the Board
meeting.**

SUSSEX COUNTY
TREASURER'S REPORT
AND
FINANCIAL UPDATE

SUBMITTED BY DESTE J. COX, TREASURER

February 28, 2026

- Bank Reconciliation
- Balance Sheet - Treasurer's Accountability Fund
- Income & Expense Statement – General Fund
- Revenue and Expense Summary YTD – General Fund
- Landfill Revenue Tonnage Report



SUSSEX COUNTY

DESTE JARRATT COX
TREASURER
15074 COURTHOUSE ROAD

TREASURER'S OFFICE
P.O. BOX 1399
SUSSEX, VA. 23884

Phone (434)246-1087

Fax (434)246-2347

Statement of money in the banks to the credit of Sussex County as shown by the Treasurer's books at the close of business February 28, 2026.

TRUIST #201- SUSSEX, VA

Bank Balance -----	\$192,664.27	
Bank Fees/Adjustments -----	177.69	
Deposits in Transit -----	0.00	
Outstanding Checks -----	0.00	\$192,841.96

BSV #301- STONY CREEK, VA

Business Checking -----	\$6,897,504.75	
Bank Fees/Returned Checks -----	36.00	
Credit Card Fees/Adjustments -----	1,722.27	
Deposits in Transit -----	1,171.65	
Outstanding Checks -----	(1,342,076.94)	\$5,558,357.73

PRIMIS #401- WAVERLY, VA

Bank Balance -----	\$209,248.11	
Deposits in Transit -----	(8.03)	\$209,240.08
Deduct Dep in Transit - In Bank Not in Office		

Investments and CD's


BSV #20032609	\$2,074,967.14	
Primis #30392331	\$1,142,234.21	
Primis #30391992	\$2,260,801.64	
		\$5,478,002.99

<u>LGIP INVESTMENT #803</u> Investment Balance -----	\$4,855,000.64	
<u>VA INV POOL #804</u> Investment Balance -----	\$5,369,357.28	
TOTAL IN BANKS REC W/GL -----		<u>\$21,662,800.68</u>

Statements from each of the above mentioned banks are on file in the Treasurer's Office of Sussex County certifying the balances listed above.

Respectfully submitted:


Deste J. Cox, Treasurer


Date

SUSSEX COUNTY
BALANCE SHEET - TREASURER'S ACCOUNTABILITY FUND
FEBRUARY 2026

ASSETS

CASH IN BANK:

CASH IN OFFICE	\$1,300.00
BSV - OPERATING & INVESTMENT	\$5,558,357.73
TRUIST	\$192,841.96
PRIMIS	\$209,240.08

SAVINGS & INVESTMENTS:

PRIMIS - CDs	\$3,403,035.85
BSV - CD	\$2,074,967.14
LGIP	\$4,855,000.64
VIP	\$5,369,357.28

TOTAL ASSETS \$21,664,100.68

LIABILITIES

FUND BALANCE

GENERAL FUND	\$13,826,578.09
RESERVE FUND	\$7,813,270.87
SCHOOL LIT LOAN	\$2,889.17
REVOLVING FUNDS	-\$980,673.95
OTHER FUNDS	\$881,703.01
TOTAL FUND BALANCE	<u>\$21,543,767.19</u>

EQUITY

PREPAID & DEFERRED ACCOUNTS	\$63,209.99
ESCROW ACCOUNTS	\$57,123.50
TOTAL EQUITY ACCOUNTS	<u>\$120,333.49</u>

TOTAL LIABILITIES & EQUITY \$21,664,100.68

**SUSSEX COUNTY
GENERAL FUND
INCOME & EXPENSE STATEMENT
FEBRUARY 28, 2026**

	<u>FYE2026</u> <u>2/28/2026</u>	<u>FYE2025</u> <u>2/28/2025</u>	<u>DIFFERENCE</u> <u>+/-</u>
INCOME:			
General Property Taxes	\$13,301,529	\$12,871,198	\$430,331
Other Local Taxes	\$1,656,476	\$1,225,260	\$431,215
Permits/Fees/Licenses	\$4,309,604	\$4,506,644	(\$197,040)
Fines & Forfeitures	\$404,209	\$560,588	(\$156,379)
Use of Money/Property	\$173,152	\$229,532	(\$56,381)
Charges for Services	\$96,703	\$119,683	(\$22,979)
Solar Siting Agreement	\$2,000,000	\$0	\$2,000,000
Miscellaneous Revenue	\$144,574	\$652,388	(\$507,814)
Recovered Costs	\$455,874	\$457,031	(\$1,157)
State Revenue	\$3,444,623	\$3,414,850	\$29,773
Federal Revenue	\$844,613	\$862,816	(\$18,202)
Transfer from Other Funds	\$598,840	\$761,712	(\$162,872)
TOTAL INCOME	<u>\$27,430,198</u>	<u>\$25,661,702</u>	<u>\$1,768,496</u>
EXPENSE:			
Board of Supervisors	\$117,869	\$132,466	(\$14,597)
County Admin/County Depts/Grants	\$5,506,222	\$6,476,268	(\$970,046)
County Attorney	\$64,260	\$73,440	(\$9,180)
Registrar	\$179,164	\$188,231	(\$9,066)
Commissioner of Revenue	\$214,933	\$211,153	\$3,780
Reassessment Services	\$51,377	\$0	\$51,377
Treasurer	\$355,347	\$338,619	\$16,728
Sheriff's Department/Jail	\$4,229,446	\$3,909,670	\$319,777
Courts	\$60,177	\$94,563	(\$34,386)
Clerk of Courts	\$366,314	\$312,422	\$53,892
Commonwealth's Atty/Victim Witness	\$581,645	\$524,979	\$56,666
Contributions to Outside Agencies	\$493,388	\$654,387	(\$161,000)
Transfer to Other Funds	\$6,122,120	\$6,758,119	(\$635,999)
Transfer to Reserves	\$2,000,000	\$0	\$2,000,000
Debt Service	\$1,511,238	\$1,500,249	\$10,989
Non-Departmental	\$346,162	\$332,269	\$13,893
TOTAL EXPENSE	<u>\$22,199,661</u>	<u>\$21,506,834</u>	<u>\$692,827</u>
TOTAL YTD NET SURPLUS (DEFICIT)	<u>\$5,230,536</u>	<u>\$4,154,868</u>	<u>\$1,075,668</u>

	A	B	C	D	E	F	G
		BUDGET AMOUNT	APPROPRIATED AMOUNT	CURRENT AMOUNT	YTD AMOUNT	BALANCE	REMAINING
1	SUSSEX COUNTY						
2							
3	GENERAL FUND						
4	7/01/2025 - 02/28/2026						
5							
6							
7	REVENUE - GENERAL FUND						
8							
9	11000 GENERAL PROPERTY TAXES						
10	11010 REAL PROPERTY TAXES	6,170,873.00	6,170,873.00	90,353.78	5,996,222.70	174,650.30	2.83%
11	11020 PUBLIC SERVICE CORP TAXES	799,900.00	799,900.00	176,075.21	871,929.24	-72,029.24	-9.00%
12	11030 PERSONAL PROPERTY TAXES	4,824,250.00	4,824,250.00	167,714.21	5,073,834.32	-249,584.32	-5.17%
13	11031 MOBILE HOME TAXES	11,985.00	11,985.00	172.26	10,882.14	1,102.86	9.20%
14	11032 FIRE/RESCUE TAXES	16,391.00	16,391.00	0.00	51.89	16,339.11	99.68%
15	11040 MACHINERY & TOOLS TAXES	1,811,220.00	1,811,220.00	0.00	894,023.37	917,196.63	50.64%
16	11050 MERCHANTS CAPITAL TAXES	173,564.00	173,564.00	0.00	164,852.36	8,711.64	5.02%
17	11060 PENALTIES, INTEREST, ADMIN FEES	211,000.00	321,929.68	50,295.12	289,733.39	32,196.29	10.00%
18	GENERAL PROPERTY TAXES	14,019,183.00	14,130,112.68	484,610.58	13,301,529.41	828,583.27	5.86
19							
20	12000 OTHER LOCAL TAXES						
21	12010 LOCAL SALE AND USE	1,242,591.00	1,242,591.00	135,856.65	892,855.79	349,735.21	28.15%
22	12011 OCCUPANCY TAXES	112,000.00	112,000.00	4,068.16	67,924.73	44,075.27	39.35%
23	12020 CONSUMER UTILITY TAXES	107,000.00	107,000.00	12,785.35	66,540.60	40,459.40	37.81%
24	12030 BUSINESS LICENSE TAXES	105,000.00	105,000.00	26,564.34	46,129.13	58,870.87	56.07%
25	12050 MOTOR VEHICLE LICENSES	251,441.00	251,441.00	13,397.58	211,878.35	39,562.65	15.73%
26	12110 FOOD AND BEVERAGE TAX	300,000.00	300,000.00	1,947.80	371,147.03	-71,147.03	-23.72%
27	OTHER LOCAL TAXES	2,118,032.00	2,118,032.00	194,619.88	1,656,475.63	461,556.37	21.79%
28							
29	13000 PERMITS, FEES AND LICENSES						
30	13010 Animal Licenses	4,200.00	4,200.00	583.00	3,317.00	883.00	21.02%
31	0005 Transfer Fees	500.00	500.00	28.80	257.40	242.60	48.52%
32	0007 Zoning & Subdivision Permits	120,000.00	120,000.00	5,189.50	28,369.39	91,630.61	76.36%
33	0008 Building Permits	115,500.00	115,500.00	6,582.26	148,092.57	-32,592.57	-28.22%
34	0024 Erosion & Sediment Ctr Permit	5,000.00	5,000.00	500.00	1,502.00	3,498.00	69.96%
35	0030 Build. Permit Academy Fee	10.00	10.00	0.00	0.00	10.00	100.00%
36	0031 Quality Cont Fees	375,000.00	375,000.00	0.00	375,000.00	0.00	0.00%
37	0032 Landfill Tip. Fees	5,923,000.00	5,923,000.00	431,931.47	3,753,065.96	2,169,934.04	36.64%
38	PERMITS, FEES AND LICENSES	6,543,210.00	6,543,210.00	444,815.03	4,309,604.32	2,233,605.68	34.14%
39							

	A	B	C	D	E	F	G
1	SUSSEX COUNTY						
2							
3	GENERAL FUND						
4	7/01/2025 - 02/28/2026						
5		BUDGET AMOUNT	APPROPRIATED AMOUNT	CURRENT AMOUNT	YTD AMOUNT	BALANCE	REMAINING
40	14000 FINES AND FORFEITURES						
41	0001 Court & Oth. Fines and Forf.	690,000.00	690,000.00	30,676.30	364,419.08	325,580.92	47.19%
42	0008 E-Summons Sussex Co	25,000.00	25,000.00	2,200.00	17,250.52	7,749.48	31.00%
43	0010 E-Summons - Towns	0.00	0.00	882.10	-1,010.47	1,010.47	0.00%
44	0030 School Zone Fines	52,000.00	52,000.00	0.00	23,550.00	28,450.00	54.71%
45	FINES AND FORFEITURES	767,000.00	767,000.00	33,758.40	404,209.13	362,790.87	47.30%
46							
47	15000 REVENUE FR USE OF MONEY/PROPERTY						
48	0001 Interest on Investments	160,000.00	160,000.00	46,729.94	139,013.51	20,986.49	13.12%
49	0001 Rental of Property - General	71,000.00	71,000.00	1,462.00	34,188.00	36,812.00	51.85%
50	0002 Clean Up Deposit from Renter	0.00	0.00	0.00	-50.00	50.00	0.00
51	REVENUE FR USE OF MONEY/PROPERTY	231,000.00	231,000.00	48,191.86	173,151.83	57,848.17	25.04%
52							
53	16000 CHARGES FOR SERVICES						
54	0002 Courthouse Maintenance Fees	19,000.00	19,000.00	1,377.35	11,180.38	7,819.62	41.16%
55	0003 Sheriff's Fees	665.00	665.00	0.00	665.08	-0.08	-0.01%
56	0004 Court Room Security Fees	108,000.00	108,000.00	8,001.39	65,694.43	42,305.57	39.17%
57	0005 Jail Processing Assess Fee	1,500.00	1,500.00	76.57	958.87	541.13	36.08%
58	0006 DNA Fees	150.00	150.00	0.00	37.87	112.13	74.75%
59	0001 Commonwealth's Atty Fees	1,200.00	1,200.00	60.78	495.87	704.13	58.68%
60	0003 Medical Co-Pay - Jail	2,600.00	2,600.00	1,213.19	1,643.12	956.88	36.80%
61	0001 Board Adop & Fees/Animals	5,500.00	5,500.00	500.00	2,374.00	3,126.00	56.84%
62	0001 Service Chg for Credit Card use	30,000.00	30,000.00	2,318.25	13,653.58	16,346.42	54.49%
63	CHARGES FOR SERVICES	168,615.00	168,615.00	13,547.53	96,703.20	71,911.80	42.65%
64							
65	18000 MISCELLANEOUS REVENUE						
66	0051 E/R - Health Department	0.00	0.00	0.00	69,271.14	-69,271.14	
67	0099 Exp. Ref - Other	35,000.00	35,000.00	0.00	40,041.02	-5,041.02	-14.40%
68	0003 Gifts Donat. & Disaster Relief	200.00	200.00	0.00	0.00	200.00	100.00%
69	0005 Sale of Materials & Supplies	4,000.00	4,000.00	939.97	2,633.86	1,366.14	34.15%
70	0006 Sale Surplus Property	3,000.00	3,000.00	0.00	280.00	2,720.00	90.67%
71	0010 Insurance Adjustments	35,000.00	35,000.00	0.00	15,481.24	19,518.76	55.77%
72	0011 Gifts/Donations - Animal Control	1,500.00	1,500.00	75.00	3,944.00	-2,444.00	-162.93%
73	0020 Local Int fr Clerk	475.00	475.00	25.69	160.19	314.81	66.28%

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1	SUSSEX COUNTY						
2							
3	GENERAL FUND						
4	7/01/2025 - 02/28/2026						
5							
74	0060 Solar Siting Agreement	0.00	2,000,000.00	0.00	2,000,000.00	0.00	0.00%
75	0099 Miscellaneous	13,000.00	13,000.00	0.00	12,762.34	237.66	1.83%
76	MISCELLANEOUS REVENUE	92,175.00	2,092,175.00	1,040.66	2,144,573.79	-52,398.79	-2.50%
77							
78	19000 RECOVERED COSTS						
79	0001 Clerk of Circuit Court	2,000.00	2,000.00	0.00	1,691.00	309.00	15.45%
80	0002 Wakefield Sheriff Patrol	180,731.00	180,731.00	0.00	91,112.07	89,618.93	49.59%
81	0006 Jurors and Witnesses	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00%
82	0008 Sch Res Officer Reim. by Sch	16,500.00	16,500.00	0.00	0.00	16,500.00	100.00%
83	0011 Waverly Sheriff Patrol	755,150.00	755,150.00	80,932.68	363,070.74	392,079.26	51.92%
84	0099 Recov. Costs Oth. Rest&etc	500.00	500.00	0.00	0.00	500.00	100.00%
85	RECOVERED COSTS	958,881.00	958,881.00	80,932.68	455,873.81	503,007.19	52.46%
86							
87	20000 REVENUE FROM COMMONWEALTH						
88	0101 Service Charge	40,100.00	40,100.00	0.00	1,762.51	38,337.49	95.60%
89	0005 Mobile Home Titling Tax	24,000.00	24,000.00	4,687.01	24,988.77	-988.77	-4.12%
90	0006 Tax on Deeds	157,000.00	157,000.00	8,449.77	89,741.63	67,258.37	42.84%
91	0008 R.R. & MVC Rolling Stock Tax	93,000.00	93,000.00	0.00	93,842.25	-842.25	-0.91%
92	0009 Auto Rental Tax	100.00	100.00	0.00	23.99	76.01	76.01%
93	0010 Communication Tax	115,000.00	115,000.00	9,129.54	74,139.49	40,860.51	35.53%
94	0011 Moped ATV Sales Tax	1,000.00	1,000.00	265.00	1,873.22	-873.22	-87.32%
95	0012 Timber Sold 25% For./Big Woods	35,000.00	35,000.00	0.00	0.00	35,000.00	100.00%
96	0013 Peer to Peer Veh Share Tax	100.00	100.00	0.00	0.00	100.00	100.00%
97	0020 DMV Select	12,000.00	12,000.00	826.41	5,593.89	6,406.11	53.38%
98	0001 Commonwealth's Attorney	343,309.00	343,309.00	28,139.03	227,853.85	115,455.15	33.63%
99	0001 Sheriff	2,044,060.00	2,044,060.00	139,021.59	1,063,525.76	980,534.24	47.97%
100	0001 Commissioner of Revenue	129,667.00	129,667.00	10,711.78	86,489.65	43,177.35	33.30%
101	0001 Treasurer	132,997.00	132,997.00	11,172.59	89,296.20	43,700.80	32.86%
102	0001 Registrar/Elect. Bd & Elects	93,111.00	93,111.00	0.00	0.00	93,111.00	100.00%
103	0001 Clerk of Court	271,793.00	271,793.00	22,879.28	175,711.79	96,081.21	35.35%
104	0001 Jail	84,203.00	84,203.00	0.00	55,190.00	29,013.00	34.46%
105	0001 Emerg Serv-Radio Maint DOC	154,200.00	154,200.00	0.00	0.00	154,200.00	100.00%
106	5105 DSS Cost Alloc Reimb	85,000.00	85,000.00	0.00	0.00	85,000.00	100.00%
107	5110 CSA Admin Reimb	13,400.00	13,400.00	0.00	13,405.00	-5.00	-0.04%

	A	B	C	D	E	F	G
1	SUSSEX COUNTY						
2							
3	GENERAL FUND						
4	7/01/2025 - 02/28/2026						
5		BUDGET AMOUNT	APPROPRIATED AMOUNT	CURRENT AMOUNT	YTD AMOUNT	BALANCE	REMAINING
108	0008	Emergency Mngmt Grants State	0.00	250,000.00	0.00	250,000.00	100.00%
109	0009	Animal Friendly Plates-DMV	100.00	100.00	96.93	3.07	3.07%
110	0010	E911 Wireless fr State	62,000.00	62,000.00	5,513.99	17,480.94	28.20%
111	0012	Fire Programs Fund	34,900.00	34,900.00	0.00	34,900.00	100.00%
112	0100	DHCD Grant - Housing etc	0.00	0.00	281,169.00	-281,169.00	
113	0102	Victim Witness Program	44,382.00	44,382.00	10,890.04	26,102.85	58.81%
114	0121	Emergency Med Serv-2-4-life	10,500.00	10,500.00	0.00	10,500.00	100.00%
115	0152	Crim. Just. Sch Res Officer	0.00	0.00	8,626.54	-8,626.54	
116	0301	Agric/Forestry Indust Dev Grt	0.00	0.00	50,000.00	-50,000.00	
117	2999	PTR Tax Relief fr Commonw.	1,093,152.00	1,093,152.00	1,038,494.70	54,657.30	5.00%
118	20000	REVENUE FROM COMMONWEALTH	5,074,074.00	5,324,074.00	3,444,623.38	1,879,450.62	35.30%
119							
120	30000	REVENUE FROM FEDERAL GOVERNMENT					
121	0001	Social Security Adm. BTY-Jail(SSAB)	1000	1000	0	800	80.00%
122	0001	Emergency Mgmt Grant - Fed (EMFD)	0	750000	0	750000	100.00%
123	0002	Victim Witness - Federal (VWITF)	66449	66449	17374.98	18274.84	27.50%
124	0010	Childrens Justice Act-Fed (CJAG)	0	17138	0	10709.39	62.49%
125	0010	VA Tele Init Grt-Broadband(VATIB8)	0	0	0	-789810.64	
126	30000	REVENUE FROM FEDERAL GOVERNMENT	67449	834587	17374.98	-10026.41	-1.20%
127							
128	40000	NON-REVENUE SOURCES					
129	0135	Transfer from Reserves	0.00	598,839.70	383,759.70	0.00	0.00%
130	0100	Designated use of Gen Fund Bal.	0.00	35,449.35	0.00	35,449.35	100.00%
131	40000	NON-REVENUE SOURCES	0.00	634,289.05	383,759.70	35,449.35	5.59%
132							
133	REVENUE TOTALS	30,039,619.00	33,801,975.73	2,118,407.11	27,430,197.61	6,371,778.12	18.85%
134							
135							

	A	B	C	D	E	F	G
		BUDGET AMOUNT	APPROPRIATED AMOUNT	CURRENT AMOUNT	YTD AMOUNT	BALANCE	REMAINING
1	SUSSEX COUNTY						
2							
3	GENERAL FUND						
4	7/01/2025 - 02/28/2026						
5							
136							
137	EXPENDITURES - GENERAL FUND						
138							
139	11100-111 BOARD OF SUPERVISORS	204,443.00	204,443.00	22,377.18	117,868.96	86,574.04	42.35%
140							
141	COUNTY ADMINISTRATION						
142	21100-211 ADMINISTRATOR	1,413,772.00	2,508,772.00	122,316.43	1,937,296.31	571,475.69	22.78%
143	21200-221 BUILDING & GROUNDS	888,073.00	888,073.00	38,655.78	401,672.63	486,400.37	54.77%
144	21400-241 PLANNING	263,105.00	263,105.00	20,651.05	190,984.17	72,120.83	27.41%
145	21400-242 BUILDING INSPECTIONS	221,381.00	221,381.00	7,002.52	60,533.55	160,847.45	72.66%
146	21500-251 FIRE & RESCUE	106,842.00	106,842.00	8,868.63	84,142.82	22,699.18	21.25%
147	21500-252 AMBULANCE & RESCUE	1,729,193.00	1,729,193.00	372,000.00	1,347,426.92	381,766.08	22.08%
148	21500-253 EMERGENCY SERVICES	1,079,834.00	1,021,728.61	55,820.04	422,040.89	599,687.72	58.69%
149	21500-255 FOREST FIRE EXTINCTION	25,000.00	25,000.00	0.00	23,192.82	1,807.18	7.23%
150	21600-261 ANIMAL SERVICES	512,465.00	512,465.00	40,047.61	357,279.16	155,185.84	30.28%
151	21600-262 SOLID WASTE MANAGEMENT	258,395.00	258,395.00	9,090.98	84,643.53	173,751.47	67.24%
152	21600-263 GENERAL WORKS	382,000.00	382,000.00	26,189.77	241,405.57	140,594.43	36.80%
153	21600-264 CONVENIENCE CENTERS	466,776.00	466,776.00	38,606.30	314,150.26	152,625.74	32.70%
154	21700-271 IT & CENTRAL ACCOUNTING	67,000.00	67,000.00		41,453.36	25,546.64	38.13%
155	COUNTY ADMINISTRATION	7,413,836.00	8,450,730.61	739,249.11	5,506,221.99	2,944,508.62	34.84%
156							
157	22100-281 COUNTY ATTORNEY	111,000.00	111,000.00	9,180.00	64,260.00	46,740.00	42.11%
158							
159	23100-291 REGISTRAR/BOARD OF ELECTIONS	304,489.00	307,289.00	17,531.70	179,164.14	128,124.86	41.70%
160							
161	31100-311 COMMISSIONER OF REVENUE	356,879.00	356,879.00	25,814.36	214,933.42	141,945.58	39.77%
162							
163	31100-312 REASSESSMENT SERVICES	0.00	190,080.00	18,224.83	51,377.08	138,702.92	72.97%
164							
165	41100-411 TREASURER	564,577.00	564,577.00	39,525.39	355,346.63	209,230.37	37.06%
166							
167	SHERIFF'S DEPARTMENT						
168	51100-511 COURTROOM SECURITY	268,047.00	279,184.81	17,764.34	123,262.47	155,922.34	55.85%
169	51100-512 FIELD OPERATIONS	2,794,383.00	2,909,667.63	187,773.03	1,725,066.29	1,184,601.34	40.71%

	A	B	C	D	E	F	G
		BUDGET AMOUNT	APPROPRIATED AMOUNT	CURRENT AMOUNT	YTD AMOUNT	BALANCE	REMAINING
1	SUSSEX COUNTY						
2							
3	GENERAL FUND						
4	7/01/2025 - 02/28/2026						
5							
170	51100-513 SPOT OPERATIONS	69,973.00	126,129.50	4,207.33	50,399.92	75,729.58	60.04%
171	51100-514 SELECTIVE ENFORCEMENT	272,625.00	272,625.00	8,879.40	113,768.24	158,856.76	58.27%
172	51100-515 WAKEFIELD OPERATIONS	182,321.00	189,498.27	13,013.55	103,560.52	85,937.75	45.35%
173	51100-516 E911	315,231.00	325,071.70	18,997.20	168,153.53	156,918.17	48.27%
174	51100-517 SCHOOL RESOURCE OFFICERS	241,627.00	253,393.72	13,250.38	83,103.28	170,290.44	67.20%
175	51100-519 WAVERLY DEPUTY/E911 SERVICES	767,115.00	786,686.99	32,835.36	328,877.61	457,809.38	58.19%
176	51500-551 CONFINEMENT OF INMATES	2,308,498.00	2,369,273.91	205,336.43	1,533,254.52	836,019.39	35.29%
177	51100/51500 SHERIFF'S DEPARTMENT	7,219,820.00	7,511,531.53	502,057.02	4,229,446.38	3,282,085.15	43.69%
178							
179	COURTS						
180	61100-611 CIRCUIT COURT	60,660.00	60,660.00	9,127.41	23,407.09	37,252.91	61.41%
181	61100-612 GENERAL DISTRICT COURT	43,808.00	43,808.00	1,195.14	10,093.62	33,714.38	76.96%
182	61100-613 SPECIAL MAGISTRATE	3,100.00	3,100.00	0.00	570.20	2,529.80	81.61%
183	61100-614 JUV & DOMESTICE RELATIONS COURT	25,873.00	25,873.00	0.00	26,106.01	-233.01	-0.90%
184	61100 COURTS	133,441.00	133,441.00	10,322.55	60,176.92	73,264.08	54.90%
185							
186	62100-621 CLERK OF CIRCUIT COURT	511,653.00	511,653.00	39,140.35	366,313.65	145,339.35	28.41%
187							
188	63100-631 COMMONWEALTH'S ATTORNEY	791,773.00	791,773.00	61,733.13	505,888.09	285,884.91	36.11%
189	63100-632 VICTIM/WITNESS PROGRAM	110,831.00	127,969.00	8,272.24	75,757.04	52,211.96	40.80%
190							
191	71110 PARKS AND RECREATION	0.00	58,105.39	0.00	0.00	58,105.39	100.00%
192							
193	CONTRIBUTIONS TO OUTSIDE AGENCIES						
194	81100-801 Crater Health District	167,000.00	167,000.00	0.00	0.00	167,000.00	100.00%
195	81100-805 District 19 Community Services	122,123.00	122,123.00	0.00	61,061.50	61,061.50	50.00%
196	81300-811 Crater Area Aging	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00%
197	81300-814 The Improvement Association	104,000.00	104,000.00	52,000.00	104,000.00	0.00	0.00%
198	81300-816 Red Cross	2,000.00	2,000.00	2,000.00	2,000.00	0.00	0.00%
199	81300-820 Virginia Legal Aid Society	1,380.00	1,380.00	690.00	1,380.00	0.00	0.00%
200	81300-822 VA Cooperative Extension	32,179.00	32,179.00	0.00	2,000.00	30,179.00	93.78%
201	81300-823 Chowan Basin Soil & Water Conserv.	7,415.00	7,415.00	0.00	7,415.00	0.00	0.00%
202	81300-825 The Faith Based Coalition	5,000.00	5,000.00	0.00	5,000.00	0.00	0.00%
203	81400-825 Wakefield Foundation	12,500.00	12,500.00	6,250.00	12,500.00	0.00	0.00%

	A	B	C	D	E	F	G
		BUDGET AMOUNT	APPROPRIATED AMOUNT	CURRENT AMOUNT	YTD AMOUNT	BALANCE	REMAINING
1	SUSSEX COUNTY						
2							
3	GENERAL FUND						
4	7/01/2025 - 02/28/2026						
5							
204	81400-826 Blackwater/Regional Library	162,156.00	162,156.00	0.00	121,617.00	40,539.00	25.00%
205	81400-827 MBC Museum	1,500.00	1,500.00	0.00	1,500.00	0.00	0.00%
206	81500-831 Brightpoint Community College	936.00	936.00	0.00	936.00	0.00	0.00%
207	81600-840 Sussex Yourth & Adult Recreation	5,000.00	5,000.00	0.00	2,500.00	2,500.00	50.00%
208	81600-841 Sussex County Young Mes Athletic Ctr	2,500.00	2,500.00	0.00	1,250.00	1,250.00	50.00%
209	81600-843 Senior Citizens Eastern	10,000.00	10,000.00	0.00	10,000.00	0.00	0.00%
210	81600-844 Southeast 4-H Center	25,000.00	25,000.00	0.00	25,000.00	0.00	0.00%
211	81600-848 Jessica Ann Moore Foundation	12,500.00	12,500.00	0.00	12,500.00	0.00	0.00%
212	81600-849 Jarratt Senior Citizens Center	10,000.00	10,000.00	0.00	5,000.00	5,000.00	50.00%
213	81800-860 Grater Planning District Commission	17,500.00	17,500.00	0.00	17,499.00	1.00	0.01%
214	81800-862 Virginia's Gateway Region	50,415.00	50,415.00	0.00	50,415.00	0.00	0.00%
215	81800-863 Crater Youth Care Commission	118,341.00	118,341.00	0.00	49,814.00	68,527.00	57.91%
216	81800-869 Crater Small Business Dev Ctr	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00%
217	81800-872 Crater Regional Workforce Developmt.	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00%
218	CONTRIBUTIONS TO OUTSIDE AGENCIES	888,945.00	888,945.00	60,940.00	493,387.50	395,557.50	44.50%
219							
220	93100 TRANSFERS TO OTHER FUNDS						
221	0105 Transfer To VPA/DSS Fund	365,873.00	376,322.35	0.00	199,680.58	176,641.77	46.94%
222	0110 Trf To CSA Fund 23.87% match	621,555.00	621,555.00	263,924.32	320,317.34	301,237.66	48.47%
223	0135 Trf fr GF to RCPF	0.00	2,000,000.00	0.00	2,000,000.00	0.00	0.00%
224	0251 Transfer To School Fund	8,496,170.00	8,496,170.00	677,696.05	5,602,121.85	2,894,048.15	34.06%
225	93100 TRANSFERS TO OTHER FUNDS	9,483,598.00	11,494,047.35	941,620.37	8,122,119.77	3,371,927.58	29.34%
226							
227	EXP ACCOUNT NON-DEPARTMENTAL						
228	9401 Contingency Account	32,805.00	32,805.00	0.00	207.95	32,597.05	99.36
229	9403 HRA Admin Fee	6,000.00	6,000.00	843.50	2,537.50	3,462.50	57.7
230	9404 HRA Employer Spend	400,000.00	400,000.00	32,815.30	336,844.89	63,155.11	15.78
231	93200 EXP ACCOUNT NON-DEPARTMENTAL	438,805.00	438,805.00	33,658.80	339,590.34	99,214.66	22.61
232							
233	95000 DEBT SERVICE	1,502,029.00	1,547,862.89	270,304.07	1,511,237.98	36,624.91	2.37%
234							
235	99900 NON DEPARTMENTAL	3,500.00	3,500.00	0.00	6,571.46	-3,071.46	-87.76%
236							
237	EXPENDITURE TOTALS	30,039,619.00	33,692,631.77	2,799,951.10	22,199,661.35	11,492,970.42	34.11%



ATLANTIC WASTE DISPOSAL

3474 Atlantic Lane
Waverly, Virginia 23890
(804) 834-8300
(804) 833-3359 Fax

February 11th, 2026

Sussex County
20135 Princeton Road
Stony Creek, Virginia 23882
Attention: Mr. Richard Douglas - County Administrator

Re: Transmittal of January 2026 Host Fee

Dear Mr. Douglas,

Enclosed please find a check for payment of the host fees due to the County for January 2026. In accordance with the Third Amendment to the Contract and Ground Lease Agreement, specifically Section 10.01 (b), we hereby submit payment of \$4.75 per ton on 96,015.12 of revenue producing waste. The enclosed tonnage report for January 2026 shows all tonnage received less the Sussex County waste (non-revenue producing) to arrive at the total eligible tonnage.

If you have any questions, please call either of the undersigned at 804-834-8300.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'James Sanville', written over a horizontal line.

James Sanville
Controller

A handwritten signature in black ink, appearing to read 'Jason L. Williams', written over a horizontal line.

Jason L. Williams
Senior District Manager

cc: Steve White
Phyllis Tolliver
C. Eric Fly, Sr.
Thomas Baicy, III
Alfred Futrell
Wayne Jones
Rufus Tyler

01/01/26	01/02/26	01/03/26	01/04/26	01/05/26	01/06/26	01/07/26	01/08/26	01/09/26	01/10/26
	4,628.76	2,919.13		4,534.74	4,813.53	4,648.46	4,885.44	3,876.80	
	225.54	197.31		141.50	146.73	149.96	167.21	190.34	
	4,403.22	2,721.82	-	4,393.24	4,666.80	4,498.50	4,718.23	3,686.46	-

TOTAL TONNAGE REC'D
SUSSEX COUNTY WASTE

TOTAL ELIGIBLE TONNAGE

01/11/26	01/12/26	01/13/26	01/14/26	01/15/26	01/16/26	01/17/26	01/18/26	01/19/26	01/20/26
	4,336.30	4,966.96	4,775.50	4,939.44	4,921.13			4,744.09	4,848.13
	190.19	248.04	186.87	175.46	204.67			224.08	188.79
	4,146.11	4,718.92	4,588.63	4,763.98	4,716.46	-	-	4,520.01	4,659.34

TOTAL TONNAGE REC'D
SUSSEX COUNTY WASTE

TOTAL ELIGIBLE TONNAGE

01/21/26	01/22/26	01/23/26	01/24/26	01/25/26	01/26/26	01/27/26	01/28/26	01/29/26	01/30/26	01/31/26
5,797.88	4,923.51	4,705.39				2,471.35	4,525.32	4,639.48	3,641.58	326.59
163.17	194.75	271.38				194.10	243.15	124.78	98.51	10.04
5,634.71	4,728.76	4,434.01	-	-	-	2,277.25	4,282.17	4,514.70	3,543.07	316.55

TOTAL TONNAGE REC'D
SUSSEX COUNTY WASTE

TOTAL ELIGIBLE TONNAGE

MONTHLY TOTAL TO DATE 94,869.51
 LESS SUSSEX COUNTY WASTE 3,936.57
 TOTAL ELIGIBLE TONNAGE 90,932.94 ✓
 MONTHLY HOST FEE TO DATE \$431,931.47

BUILDING INSPECTIONS DEPARTMENT

Building Department



**March 19, 2026
Monthly Report**



MEMORANDUM

DATE: March 2, 2026
 TO: Richard Douglas, County Administrator
 FROM: Matt Westheimer, Building Official
 SUBJECT: February 2026 - Monthly Report

Please accept this as the February 2026 update for the Building Department.

BUILDING ACTIVITY

- February 2026

<i>Building Permits</i>	<i>Electrical Permits</i>	<i>Plumbing & Sprinkler Permits</i>	<i>Mechanical Permits</i>	<i>Field Inspections</i>	<i>Misc. Fee</i>	<i>Improvement Value</i>	<i>Revenue Generated</i>
11	6	3	5	67	\$0	\$666,909.03	\$4,480.61

- February 2025

<i>Building Permits</i>	<i>Electrical Permits</i>	<i>Plumbing & Sprinkler Permits</i>	<i>Mechanical Permits</i>	<i>Field Inspections</i>	<i>Misc. Fee</i>	<i>Improvement Value</i>	<i>Revenue Generated</i>
5	6	1	5	49	\$0	\$386,605.00	\$3,006.44

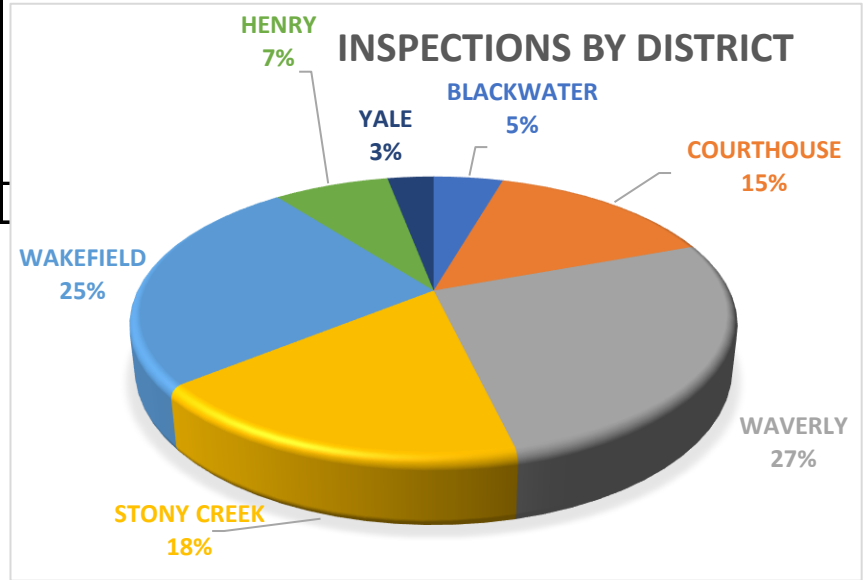
- July 2025 – June 2026 (Fiscal Totals)

<i>Building Permits</i>	<i>Electrical Permits</i>	<i>Plumbing & Sprinkler Permits</i>	<i>Mechanical Permits</i>	<i>Field Inspections</i>	<i>Misc. Fee</i>	<i>Improvement Value</i>	<i>Revenue Generated</i>
79	68	33	45	647	\$0	\$22,838,354.22	\$154,176.62

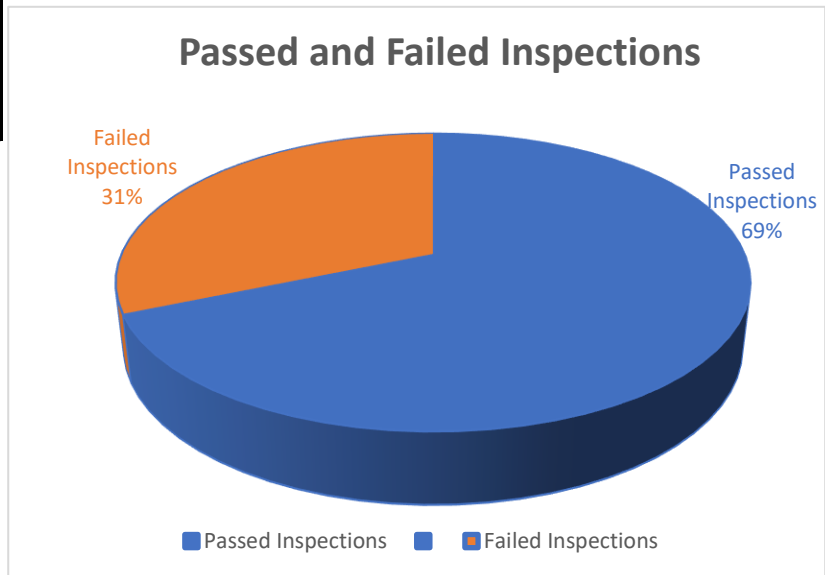
<i>Inspections completed within 24 hours For February</i>	100%
<i>Plans reviewed within 10 business days For February</i>	100%

SUSSEX COUNTY INSPECTION PERFORMANCE BY DISTRICT AND PASS/FAIL RATE FEBRUARY 2026

DISTRICT	INSPECTIONS
BLACKWATER	3
COURTHOUSE	10
WAVERLY	18
STONY CREEK	12
WAKEFIELD	17
HENRY	5
YALE	2



DISTRICT	INSPECTIONS
Passed Inspection	46
Failed Inspection	21



**SUSSEX COUNTY
INSPECTION PERFORMANCE
BY DISTRICT AND PASS/FAIL RATE
FEBRUARY 2026**

BOARD ACTION FORM

Agenda Item: Consent Agenda #2.05

Subject: Request for Leave Extension

Board Meeting Date: March 19 2026

=====

Summary: Throughout the year, employees monitor their leave closely to avoid losing any at the end of the year due to the maximum carryover limits. Due to the lack of staffing, some employees were not able to use their leave by the deadline and will forfeit many hours.

County Administration is requesting an extension that will allow employees to use their vacation and compensatory leave until December 31, 2026.

Recommendation: That the Board approves the request for extension to use vacation and compensatory leave until December 31, 2026.

Attachment: N/A

=====

REQUESTED ACTION: That the Board approves the request for extension to use vacation and compensatory leave until December 31, 2026.

MOTION BY: _____ **SECONDED BY:** _____

<u>Member</u>	<u>Aye</u>	<u>Nay</u>	<u>Member</u>	<u>Aye</u>	<u>Nay</u>
Baicy	___	___	Jones	___	___
Fly	___	___	Tolliver	___	___
Futrell	___	___	Tyler	___	___
			White	___	___

BOARD ACTION FORM

Agenda Item: Presentation #3.01

Subject: FY2025 Audit Presentation – Taylor Stover, Robinson, Farmer, Cox Associates

Board Meeting Date: March 19 2026

=====

Summary: Taylor Stover with Robinson, Farmer, Cox Associates is scheduled to present a summary of the FY25 audit.

Recommendation: No action requested.

Attachment: None

=====

ACTION: N/A

MOTION BY: _____

SECONDED BY: _____

Member **Aye** **Nay**

Member **Aye** **Nay**

Baicy ___ ___

Jones ___ ___

Fly ___ ___

Tolliver ___ ___

Futrell ___ ___

Tyler ___ ___

White ___ ___

BOARD ACTION FORM

Agenda Item: Presentation #3.02

Subject: General Reassessment Update – Bob Pearson, Vision Government Solutions

Board Meeting Date: March 19 2026

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Summary: Bob Pearson of Vision Government Solutions will present an update and overview of results of the 2026 Sussex County general reassessment of real property. No action is requested.

Recommendation: No recommendation.

Attachment: None

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ACTION: N/A

MOTION BY: _____

SECONDED BY: _____

Member Aye Nay

Member Aye Nay

Baicy ___ ___

Jones ___ ___

Fly ___ ___

Tolliver ___ ___

Futrell ___ ___

Tyler ___ ___

White ___ ___

BOARD ACTION FORM

Agenda Item: Presentation #3.03

Subject: FY2027 County Revenue Projections – Treasurer Deste Cox

Board Meeting Date: March 19 2026

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Summary: Treasurer Deste Cox will present updated county revenue projections for FY27. No action is requested at this time, but these figures will be used by staff in the completion of the FY27 proposed county operating budget.

Recommendation: No action requested.

Attachment: None

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ACTION: N/A

MOTION BY: _____

SECONDED BY: _____

Member **Aye** **Nay**

Member **Aye** **Nay**

Baicy ___ ___

Jones ___ ___

Fly ___ ___

Tolliver ___ ___

Futrell ___ ___

Tyler ___ ___

White ___ ___

BOARD ACTION FORM

Agenda Item: Action Items #6.01

Subject: Concurrent Resolution Extending the Corporate Life of the Sussex Service Authority

Board Meeting Date: March 19 2026

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Summary: Attached for the Board’s consideration is a concurrent resolution (Sussex County, Stony Creek, Waverly, Wakefield) extending the corporate life of the Sussex Service Authority for 50 years. While the SSA was created in 1997, this resolution extending its life is necessary for the recent incurrence of debt through the Virginia Resources Authority for critical infrastructure improvements.

This resolution has been reviewed by the County Attorney.

Recommendation: Staff recommends approval of the concurrent resolution extending the corporate life of the Sussex Service Authority.

Attachment: Concurrent Resolution

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ACTION: That the Board approves the concurrent resolution extending the corporate life of the Sussex Service Authority.

MOTION BY: _____ **SECONDED BY:** _____

<u>Member</u>	<u>Aye</u>	<u>Nay</u>	<u>Member</u>	<u>Aye</u>	<u>Nay</u>
Baicy	___	___	Jones	___	___
Fly	___	___	Tolliver	___	___
Futrell	___	___	Tyler	___	___
			White	___	___

CONCURRENT RESOLUTION OF THE TOWN COUNCILS OF THE TOWNS OF STONY CREEK, VIRGINIA, WAKEFIELD, VIRGINIA, AND WAVERLY, VIRGINIA, AND THE BOARD OF SUPERVISORS OF SUSSEX COUNTY, VIRGINIA FOR THE PURPOSE OF EXTENDING THE CORPORATE LIFE OF THE SUSSEX SERVICE AUTHORITY

WHEREAS, the Town Councils of the Towns of Stony Creek, Virginia, Wakefield, Virginia, and Waverly, Virginia and the Board of Supervisors of Sussex County, Virginia duly created the Sussex Service Authority (the "Authority") in 1997 as authorized by the Code of Virginia of 1950, as amended (the "Code"), for the purposes set forth in the Articles of Incorporation of the Authority (the "Articles"); and

WHEREAS, under the Code, the Authority exists for a period of 50 years from the date of formation; and

WHEREAS, pursuant to Section 15.2-5114 of the Code, the governing bodies of the localities that are members of the Authority may extend the Authority's term of existence from time to time by duly adopting a resolution therefor, provided such extension is not for a term greater than fifty years from the date such resolution is adopted; and

WHEREAS, to facilitate the incurrence of debt by the Authority to accomplish the purposes for which the Authority was created, the governing bodies of the localities that are members of the Authority desire to extend the corporate life of the Authority until fifty years from the date of the adoption of this resolution; and

NOW, THEREFORE, IT IS RESOLVED BY TOWN COUNCILS OF THE TOWNS OF STONY CREEK, VIRGINIA, WAKEFIELD, VIRGINIA, AND WAVERLY, VIRGINIA, AND THE BOARD OF SUPERVISORS OF SUSSEX COUNTY, VIRGINIA, IN SEPARATE MEETINGS ASSEMBLED:

1. The Authority shall have a term of existence as a corporation of 50 years from the date that the last member jurisdiction approves this Resolution, and for such period or periods as may from time to time be further provided by appropriate resolutions of the governing bodies acting pursuant to the Code.

2. This Resolution shall take effect immediately upon its adoption.

BOARD ACTION FORM

Agenda Item: Action Items #6.02

Subject: Planning Services Contract with the Berkley Group

Board Meeting Date: March 19 2026

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Summary: Attached for the Board’s consideration is a proposed new contract with the Berkley Group planning and other local government consulting services (a contract was previously approved in 2020). This contract provides for a one-year term, renewable for up to five years. The payment schedule for services would be determined for each work order (planning staff services, solar CUP review, etc.), as was the case with the previous contract. Approval of this contract would allow for the continued use of Berkley for staffing of county planning functions.

Recommendation: Staff recommends approval of the proposed contract with the Berkley Group for consulting services.

Attachment: Proposed New Contract with the Berkley Group Planning and other Local Government Consulting Services

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ACTION: That the Board approve the proposed contract with the Berkley Group for consulting services.

MOTION BY: _____ **SECONDED BY:** _____

<u>Member</u>	<u>Aye</u>	<u>Nay</u>	<u>Member</u>	<u>Aye</u>	<u>Nay</u>
Baicy	___	___	Jones	___	___
Fly	___	___	Tolliver	___	___
Futrell	___	___	Tyler	___	___
			White	___	___

**AGREEMENT BETWEEN
BERKLEY GROUP, LLC AND
COUNTY OF SUSSEX, VIRGINIA FOR
ON CALL CONSULTING SERVICES**

This Agreement entered into on this ____ day of _____, 20__ by and between Berkley Group, LLC, a limited liability company organized under the laws of the Commonwealth of Virginia, having offices at P.O. Box 181, Bridgewater, Virginia 22812 (Federal EIN # 273021021), and hereafter called "Berkley Group", and the County of Sussex, a political subdivision of the Commonwealth of Virginia, having its administrative office at 15080 Courthouse Road, Stony Creek, Virginia 23882, and hereafter called "the Client".

WITNESSETH:

WHEREAS, the Client desires to retain the services of the Berkley Group to perform on call consulting services, and

WHEREAS, Berkley Group desires to provide the Client with such services as authorized by the Client, and represents that it is organized and authorized to conduct business within the Commonwealth of Virginia;

WHEREAS, pursuant to Virginia Code Section 2.2-4304, Cooperative procurement, Any public body may participate in, sponsor, conduct, or administer a cooperative procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, the District of Columbia, or the U.S. General Services Administration, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods and services. A public body may purchase from another public body's contract even if it did not participate in the request for proposal or invitation to bid, if the request for proposal or invitation to bid specified that the procurement was being conducted on behalf of other public bodies;

WHEREAS, the GEORGE WASHINGTON REGIONAL COMMISSION issued a request for proposals as a cooperative procurement for other public bodies for nonprofessional services, for which Berkley Group was awarded the contract;

WHEREAS, the Client desires to participate in said cooperative procurement agreement to obtain certain on call consulting services; and

NOW, THEREFORE, the parties do mutually agree as follows:

SECTION 1. STATEMENT/SCOPE OF WORK.

- A. Berkley Group will provide services to Client once issued individual Work Orders for each task assigned constituting the Scope of Services ("Scope of Services"/ "Services") as set forth in this Agreement.
- B. Berkley Group will use both its staff and independent contractors it engages (the "Subcontractors") to provide the Services to Client.

- C. Berkley Group and its Subcontractors are and shall remain independent contractors with respect to the Client in their provision of the Services under this Agreement.

SECTION 2. COMPENSATION, METHOD OF PAYMENT, TIME OF PERFORMANCE AND TERMINATION.

- A. **Compensation.** Client shall compensate Berkley Group for the Services performed based upon the terms described within the Fee Schedule plus an indirect cost rate for overhead as specified in each task order ("Compensation"). For interim staff assignments, the parties agree to increase the Compensation by three percent (3%) per cent on an annual basis to coincide with the Client's fiscal year.
- B. **Payment to the Berkley Group.** Client shall pay Berkley Group for the Services performed as set forth in the payment schedule for each Work Order. All invoices shall be due within thirty (30) days of the invoice date. Payments later than sixty (60) days shall be subject to a fifteen percent (15%) late charge fee.
- C. **Time of Performance.** Berkley Group shall commence performance of the Services on January 26, 2026 and shall continue such performance through June 30, 2026 ("Term"). The Term shall automatically renew each year for up to five (5) years and may thereafter be extended for additional periods by written agreement of the parties pursuant to Section 6 of this Agreement but shall remain subject to termination for non-appropriation of funding.
- D. **Termination for Convenience.** Either the Client or Berkley Group may terminate this Agreement at any time, by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before such effective date.
 - (1) In the event of termination, all finished and unfinished documents and other materials produced by Berkley Group specifically for the Client shall become the property of the Client.
 - (2) In the event of termination, Berkley Group shall be paid for the Services performed up to the effective date of termination. For any incomplete services, the Client will provide Berkley Group with compensation equivalent to 80% of the total executed Work Order value for the assigned task. Upon request, the Berkley Group will provide the Client with documentation of the Services performed up to the effective date of termination.
 - (3) Termination for non-appropriation of funds by the Client shall be made pursuant to this section.
- E. **Termination for Breach.** The Client or Berkley Group may terminate this Agreement for a material breach of the terms of this Agreement by giving written

notice to the other party of such termination specifying the effective date thereof, at least 15 days before such effective date. The notice shall set forth the nature of the breach of the Agreement.

- (1) In the event of termination of this Agreement by the Client pursuant to this Section 2.E., Berkley Group shall be paid for Services performed up to the effective date of such termination in accordance with the manner of performance set forth in the Agreement. If it is later determined by Berkley Group that Berkley Group had an excusable reason for not performing, such as natural disasters, pandemics, or other events that are beyond the control of Berkley Group, the parties may agree for the Berkley Group to continue to provide the Services under this Agreement.
- (2) After receipt of written notice from the Client setting forth the nature of such breach pursuant to this Section 2.E., Berkley Group may request, and the Client may agree, to provide Berkley Group time to remedy any breach or default to the satisfaction of Client. If the Client does not agree to allow Berkley Group to remedy the breach, Berkley Group shall have the right to immediately cease providing Services and receive Compensation earned for all Services rendered through the final date that the Services are rendered by Berkley Group.

SECTION 3. RESPONSIBILITIES OF BERKLEY GROUP.

- A. Berkley Group agrees to use the records and information gathered or otherwise used pursuant to this Agreement for the advancement of the interests of Client, and as further provided in Section 5.D. of this Agreement.
- B. Berkley Group will provide all services under this Agreement in a manner consistent with applicable laws, professional standards and its best efforts.
- C. Berkley Group, its staff and Subcontractors shall comply with Client's standards for acceptable workplace conduct and safety, and shall at all times conduct themselves in a professional manner.
- D. Berkley Group and its Subcontractors shall maintain commercial general liability insurance to cover their actions or omissions. Upon request, shall provide the Client with evidence of such insurance.
- E. Berkley Group shall perform in accordance with, and shall not violate, applicable laws, rules or regulations, and standards prevailing in the industry and the Berkley Group shall obtain all permits or permissions required to comply with such laws, rules or regulations.

SECTION 4. RESPONSIBILITIES OF THE CLIENT.

- A. Without charge to Berkley Group, Client agrees to provide all policies, information, communications, records, data, information and forms which are available to the Client and needed by Berkley Group in order to perform the Services, and not to include any confidential files or documents subject to confidentiality laws.
- B. The Client shall communicate any concerns about Berkley Group staff or Subcontractor performance to Berkley Group representative set forth in Section 5, unless otherwise specifically set forth within the Scope of Services.
- C. For interim or on-going staff assignments, the Client shall defend Berkley Group and its respective staff or Subcontractor in any legal proceedings by a third party arising out of the performance of duties on behalf of the Client.
- D. The Client agrees not to hire staff of Berkley Group as Client's own employee during the Term of this Agreement, and for six (6) months following termination of this Agreement.

SECTION 5. ADMINISTRATION OF THE AGREEMENT.

- A. All notices and communications with respect to the terms of this Agreement and the performance of the Services shall be through the Party Representatives. The Party Representatives are:

Client's representative shall be:

Name:

Title:

Phone Number:

email:

Berkley Group's representative shall be:

Andrew D. Williams

Chief Executive Officer

540-560-2202

drew@bgllc.net

- B. ***Incorporated Provisions.*** This Agreement shall be performed in accordance with the applicable, required contractual provisions set forth in the Client's purchasing or procurement regulations in effect at the time of this Agreement, including the Virginia Public Procurement Act, Va. Code §§ 2.2-4300, *et seq.*; Va. Code § 2.2-4310 and – 4311 (nondiscrimination); Va. Code § 2.2-4311.1 (immigration); and Va. Code § 2.2-4312 (drug free workplace), which provisions are incorporated herein by reference.
- C. ***Contractual.*** Disputes with respect to this Agreement shall be governed by Va. Code § 2.2-4363 and all similar provisions in Client's purchasing or procurement regulations.

D. Ownership and Status of Documents.

- (1) All documents prepared by Berkley Group specifically for the Client shall become the property of the Client upon completion of Services, or the earlier termination of this Agreement. Berkley Group shall have the right to retain appropriate copies of all such documents for its records upon client's approval, and to reuse any template documents which it prepared for the Client. All materials, including without limitation, documents, drawings, drafts, notes, designs, computer media, electronic files and lists, including all additions to, deletions from, alterations of, and revisions in the foregoing (collectively referred to as the "Materials"), which are furnished to Berkley Group by Client or which are developed in the process of performing the Services, or embody or relate to the Services, are the property of Client, and shall be returned by Berkley Group to Client promptly at Client's request together with any copies thereof, and in any event promptly upon expiration or termination of this Agreement for any reason.
- (2) Records prepared by Berkley Group specifically for the Client shall be kept confidential by Berkley Group until released or approved for release by the Client. Berkley Group will cooperate with the Client in complying with the requirements of § 2.2-4342 VA Code Ann. and any requirements of the Virginia Freedom of Information Act applicable to such records.
- (3) Berkley Group shall maintain financial records, supporting documents, statistical records, and other records pertinent to this Agreement for three (3) years from the date of final payment, and make those records available to the Client upon written request.

SECTION 6. CHANGES TO AGREEMENT.

- A. Any modification or change to this Agreement must be set forth in a written Addendum to this Agreement and signed by authorized representatives of both parties.
- B. The parties hereto may, from time to time, propose changes in the attached Scope of services or in Berkley Group's performance requirements. Such changes must be mutually agreed upon by the parties in writing and signed by the authorized representatives of both parties.

SECTION 7. MISCELLANEOUS PROVISIONS.

- A. Protection of Confidential Information. Berkley Group agrees that at all times during or subsequent to the performance of the Services, Berkley Group will keep confidential and not divulge, communicate, or use Client's Information, except for the Berkley Group's own use during the Term of this Agreement to the extent necessary to perform the Services. Berkley Group further agrees not to cause the transmission, removal or transport of tangible embodiments of, or electronic files

containing, Client's Information from Client's principal place of business, without prior written approval of Client.

- B. Hold Harmless. Berkley Group hereby indemnifies and holds harmless the Client, its subsidiaries, and affiliates, and their officers and employees, from any damages, claims, liabilities, and costs, including reasonable attorney's fees, or losses, provided that such damages, claims, liabilities, costs, including reasonable attorney's fees, or losses, must be attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property which may in any way arise from the negligent acts, errors, or omissions of Berkley Group and its Subcontractors, and which arise out of Berkley Group's performance of its professional services under this Agreement, or any breach or alleged breach by Berkley Group of this Agreement, including the warranties set forth herein ("Loss"). Berkley Group's indemnification obligations under this clause shall not extend to claims or liabilities arising from the Client's negligence, gross negligence, willful misconduct, or breach of this Agreement. The parties agree that Berkley Group's indemnification obligations shall not exceed the monetary amount paid by the Client for Berkley Group's services rendered. The parties further agree that Berkley Group's obligation to indemnify any Loss under this Agreement shall not arise until liability for such Loss has been determined by a court of competent jurisdiction, or by mutual agreement of the parties. The obligations and rights of indemnification under this clause shall survive the termination or expiration of this Agreement.
- C. Taxes. The Client shall not be liable for taxes, Worker's Compensation, unemployment insurance, employers' liability, employer's FICA, social security, withholding tax, or other taxes or withholding for or on behalf of Berkley Group or any other person consulted or employed by Berkley Group in performing Services under this Agreement. All such costs shall be Berkley Group's responsibility.
- D. Jurisdiction and Venue. This Agreement shall be construed pursuant to the laws of the Commonwealth of Virginia without regard to conflict of laws provisions. The parties agree to submit to the exclusive jurisdiction and venue of the Circuit Court of the County of Rockingham, Virginia, or the United States District Court, Western District, Harrisonburg Division, over any action, suit, or proceeding arising out of or relating to this Agreement, and the parties irrevocably submit to the jurisdiction of such courts for any such action, suit, or proceeding. Severability. The provisions of this Agreement are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions and any partially unenforceable provisions to the extent enforceable shall nevertheless be binding and enforceable.
- E. Waiver. Any waiver of a default under this Agreement must be made in writing signed by the waiving Party and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. No delay or omission in the exercise of any right or remedy shall impair such right or remedy or be constructed as a waiver. A consent to or approval of any act shall not be deemed to waive or render unnecessary consent to or approval of any other or subsequent act.

- F. Successors and Assigns. To the extent permitted by state law, Berkley Group may assign this Agreement to any subsidiary or corporate affiliate, or to any successor or assign (whether direct or indirect, by purchase, merger, consolidation, or otherwise) to all or substantially all of the business or assets of Employer. The Client may not assign this Agreement or any part hereof without the prior written consent of Berkley Group. Any purported assignment by the Client shall be null and void from the initial date of such purported assignment.
- G. Attorney's Fees. In the event any party initiates any proceedings to enforce the terms of this Agreement, the prevailing party shall be entitled to an award of its reasonable attorney's fees and costs.
- H. Headings; Recitals. Headings of the sections and paragraphs of this Agreement are intended solely for convenience of the parties, and no provision of this Agreement is to be construed by reference to the caption or heading of any section or paragraph. The recitals of this Agreement are hereby incorporated into this Agreement as if restated herein.
- I. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

{{ SIGNATURE PAGES TO FOLLOW }}

Berkley Group and Client hereby agree to the terms of this Agreement by signing below.

FOR COUNTY OF SUSSEX, A POLITICAL SUBDIVISION OF THE COMMONWEALTH OF VIRGINIA

Signature

Date: _____

FOR BERKLEY GROUP, LLC

Darren K. Coffey, Principal

Andrew D. Williams, CEO

Date: _____