

BOARD OF SUPERVISORS

District 1: Mark Dotson
District 2: Steve Baker
District 3: David Ferguson
District 4: Kyle Gutshall
District 5: Dennis Morris
District 6: Tim Taylor



ADMINISTRATION

Evan L. Vass, County Administrator
Mandy R. Belyea, Deputy County Administrator

Shenandoah County
BOARD OF SUPERVISORS

AGENDA

February 10, 2026

4:00 p.m.

Board Room

600 North Main Street

Woodstock, Virginia

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

APPROVAL OR AMENDMENT OF AGENDA

SPECIAL PRESENTATIONS

1. Annual Report of the Economic Development Authority (EDA) by Chairman Jay Winkfield
2. Presentation by Ted Cole, Davenport & Co, county debt profiles

CONSIDERATION OF NON-ACTION ITEMS

TAB A

There are no Non-Action Items for the February 10, 2026, regular meeting.

PUBLIC COMMENT (other than matters for which a public hearing has been or will be held)

CONSIDERATION OF CONSENT AGENDA ITEMS

TAB B

1. Consideration of the January 13, 2026 regular meeting minutes.
2. Consideration of reappropriations for the second quarter of Fiscal Year 2026.
3. Consideration to carry over capital projects and grant funds from Fiscal Year 2025 to Fiscal Year 2026.
4. Consideration of the appointment of Jim Fagan to the Shenandoah County Planning Commission.
5. Consideration of the appointment of Keith Stephens to the Shenandoah County Planning Commission.

PUBLIC HEARING(S):

TAB C

There are no Public Hearings scheduled for the February 10, 2026, regular meeting.

OLD BUSINESS

TAB D

- 1. Consideration of a Resolution Concerning the Board of Supervisors' Committee Terms.

CONSIDERATION OF PLANNING COMMISSION ITEMS

TAB E

- 1. Consideration of a Special Use Permit pursuant to Article XXII, Section 165-170 of the County Code allowing a large-scale energy facility on 60.725 acres, more or less, on certain real property zoned A-1 Agriculture, located at 16817 Old Valley Pike (Tax Map No. 057 A 282 and 057 A 283).

NEW BUSINESS

TAB F

- 1. Consideration of an authorization to appoint a temporary deputy zoning administrator.
- 2. Consideration to authorize the County Administrator to issue a Notice of Award of a Contract to Perry Engineering Company, Inc. for the Landfill Citizens' Convenience Center and Facility Upgrades Project and to execute a contract with Perry Engineering Company, Inc. for that project in the amount of \$7,494,303 for the modified scope of work presented by staff with any additional terms or modifications as may be recommended by the County Administrator and County Attorney.

COUNTY ATTORNEY COMMENTS

BOARD MEMBER COMMENTS

COUNTY ADMINISTRATOR'S COMMENTS

OTHER BUSINESS

CLOSED SESSION(S)

- 1. A closed session as authorized by Virginia State Code section 2.2-3711 (A)(3) to discuss the possible acquisition of real property for a public purpose and to discuss the possible disposition of real property, where discussion in an open meeting would adversely affect the negotiating strategy of the County; the closed meeting will include consultation with legal counsel regarding specific legal matters requiring the provision of legal advice by such counsel as authorized by Virginia State Code section 2.2-3711 (A)(8). The subject matter concerns the potential acquisition of a privately held parcel of property and the potential disposition of a parcel of property owned by Shenandoah County.
- 2. A closed session as authorized by Virginia State Code section 2.2-3711(A)(8) to consult with legal counsel employed or retained by the County regarding specific legal matters requiring the provision of legal advice by such counsel. The subject matter of the closed session is public utility matters.
- 3. Request to enter into Closed Session in accordance with section 2.2-3711(A) (7) & (8) of the State Code to consult with legal counsel regarding specific legal matters requiring the provision of legal advice by such counsel and to consult with legal counsel and be briefed by staff members or

consultants about actual or probable litigation, where such consultation or briefing in open meeting would adversely affect the County's negotiating or litigating posture. The subject matter of the meeting is Day et al. vs. Shenandoah County.

4. A closed session as authorized by Virginia State Code section 2.2-3711 (A)(1) to discuss the assignment and appointment of specific public officers, appointees, or employees. The subject matter of the closed session is the appointment of public officials to serve on the Board of Equalization and the Citizens Advisory Committee on the Comprehensive Plan.

ADJOURNMENT



**MINUTES OF THE SHENANDOAH COUNTY BOARD OF SUPERVISORS
MEETING: JANUARY 13, 2026, 4:00 PM**

The Board of Supervisors met in the Board Meeting Room, 600 North Main Street, Woodstock, Virginia, on January 13, 2026, at 4:00 p.m. The following members of the Board of Supervisors were in attendance: Chairman Tim Taylor, Supervisor David Ferguson, Vice Chairman Dennis Morris, Supervisor Steve Baker, Supervisor Mark Dotson, and Supervisor Kyle Gutshall.

Administrative Staff members in attendance: Mr. Evan Vass, County Administrator, Ms. Mandy Belyea, Deputy County Administrator, Ms. Amy Dill, Director of Finance, Mr. Jason Ham, County Attorney, and Ms. Allie Fauber, Administrative Assistant.

Chairman Taylor called the meeting to order at 4:00 p.m. and Supervisor Dotson introduced Pastor Chris Porter who led an invocation followed by the Pledge of Allegiance.

APPROVAL OF THE AGENDA:

Vice Chairman Morris made a motion, seconded by Supervisor Dotson, to approve the agenda as presented. The motion was approved by a roll call vote as follows:

Mr. Taylor	aye	Mr. Gutshall	aye
Mr. Dotson	aye	Mr. Ferguson	aye
Mr. Morris	aye	Mr. Baker	aye

SPECIAL PRESENTATIONS:

1. Strasburg High School Football Recognition.
Coach Tripp Lamb introduced the coaching staff and Chairman Taylor read a resolution celebrating the Strasburg High School Football Team State Championship.

2. Semiannual Employee Service Awards.
Chairman Taylor and Vice Chairman Morris presented awards and certificates to employees to celebrate their years of service with Shenandoah County.

Treasurer’s Office- Cindy George, 45 years.
 Sheriff’s Department- Shane Bollinger, 10 years. Heath Painter, 10 years. Wes Dellinger, 25 years.
 Fire and Rescue- Jesse Clark, 20 years. Ralph Crabill, 20 years. Bill Streett, 20 years. Whitney Tusing, 5 years. Bryan Greer, 10 years. Joseph Hickey, 20 years. Joe Loving, 20 years.
 ECC-Jennifer Cook, 25 years. Holly Helsley, 10 years.
 Solid Waste- Brad Dellinger, 20 years. Christy Dysart, 15 years. Steven Wetzal, 5 years.
 Library- Zach Hottel, 10 years.
 Commonwealth Attorney Office- Angie Pool, 15 years.

3. Presentation by Commissioner of the Revenue, Missy Hockman, regarding reassessment matters.

Ms. Hockman explained that a general reassessment is a mass appraisal of all real estate in a locality with the purpose of bringing assessed values of all property as close to 100% fair market value as possible. She said that 2,000 qualified property sales from 2023-2025 were also evaluated and that Shenandoah County has an estimated 33,000 individual parcels. Ms. Hockman stated that Vision Government Solutions was chosen as the third-party appraisal firm to conduct the reassessments and that this is done because it is more cost effective than investing in full-time staff and resources for in-house. She added that the County performs a general reassessment on a four-year cycle and that it is required by Virginia law. She explained each step of the process and that currently informal hearings with property owners are being conducted. She added that the deadline to schedule an informal review is January 23 and provided contact information. Ms. Hockman explained the Board of Equalization and that they are expected to begin hearings in March. She then reviewed equalization of the tax rate for real estate and stressed that when values go up the tax rate must come down as required by the Code of Virginia. She said that they must establish a new tax rate that would generate the same revenue as previously collected when applied against the new assessed values. Supervisor Ferguson said that concerns that he has been hearing are that the reassessed values are not done at a uniform level and asked if Ms. Hockman was keeping record of what was being found as a result of the informal reviews. Ms. Hockman said that this is when mistakes can be found and that they will be corrected but that she has not received information on parcel specific data that was being updated. Supervisor Ferguson questioned why similar properties were not assessed the same and Ms. Hockman suggested that the GIS website be utilized and information be gathered when calling for an informal review. Supervisor Ferguson asked if there could be a summary of the informal review data. Chairman Taylor and Supervisor Dotson shared their personal experiences with the informal review. Supervisor Dotson added that it was a positive experience and encouraged others to call. He suggested that going forward there be more communication related to reassessments to help people understand. Vice Chairman Morris told everyone to work with the process and get important information together to present to the informal review team and later the Board of Equalization. He stated that the process is very thorough and that the Board will equalize the tax rate. Supervisor Baker said he has taken a few calls and that they were similar to Supervisor Ferguson's concern of similar properties being different values. Ms. Hockman said it is difficult to make comparisons on properties without all the information that could create differences. Supervisor Ferguson stated that this is an important process because the reassessment plays into funds coming in from the state and federal government.

4. Presentation by the Virginia Department of Transportation, Jeff Boyer, regarding planned emergency repairs on Interstate 81.

Mr. Boyer shared information on the upcoming project related to repairs on the North Street Bridge after it was struck by a truck a few months ago which will require an outside beam to be replaced. He said that they have been working with local law enforcement, state police, and fire and rescue to come up with a plan to deal with this project. He stated that there will be a large impact due to a full southbound closure on I81 from 10-18 hours. Mr. Boyer reported that after meeting with the contractor today, they will be making every attempt to make this a one-time closure, to remove the current beam and replace it with the new instead of two separate events. He added that the closure will happen on a Saturday evening and span until Sunday morning, to ensure the least impact to

citizens and the school schedule. He said that the projected potential date would be March 7th, but stressed that could change. He thanked all the County resources that have come together to work on this project. Supervisor Ferguson thanked him for working on this project and added that he wishes an additional exit could be added between Toms Brook and Woodstock. Supervisor Dotson said that they could help share communication on this project and the traffic impacts.

5. Audit presentation by James Kelly, Robinson Farmer and Cox Associates regarding the County's Annual Comprehensive Financial Report (ACFR) for the year ended June 30, 2025.

Mr. Kelly said that the ACFR takes a lot of work to have it ready to qualify for a certificate of achievement and that it is good to have to show financial stability when looking for loans. He said they have issued an unmodified audit opinion which is the highest level of assurance available and reviewed the tests for compliance they perform. Mr. Kelly reviewed the summary of net position and the changes, governmental funds balance sheets, and revenues and expenditures. He said that revenues exceeded the expenditures by \$12 million in the general fund. He stated that the County has a policy where the unassigned fund balance should be at a minimum of 12.5% of the general fund budget expenditures plus transfers and school expenditures. He said that the County has been over that threshold for at least five years and this year was about 27% and that he believes 12.5% is low for a County this size and recommended 20-25%. Mr. Kelly recapped the debt service fund budgets and summary of long-term debts.

6. Presentation by VCE unit coordinator, Bobby Clark, concerning dry weather conditions.

Mr. Clark showed a map of Virginia which showed the County in a drought. He shared maps of well monitoring stations which showed very low levels including the new monitoring well at the County Park in Maurertown. He concluded that ground water is down but there have not been reports of dry wells. Mr. Clark said that stream flow was okay after the rain over the weekend but levels are dropping again.

CONSIDERATION OF NON-ACTION ITEMS:

1. Discussion and consideration of reappropriations for the second quarter of Fiscal Year 2026.

Ms. Dill said this is done quarterly to recognize unanticipated revenues and are typically grants and donations.

2. Discussion and consideration to carry over capital projects and grant funds from Fiscal Year 2025 to Fiscal Year 2026.

Ms. Dill stated that these are capital projects from previous years that have not been completed.

PUBLIC COMMENT (OTHER THAN MATTERS FOR WHICH A PUBLIC HEARING HAS BEEN OR WILL BE HELD):

Tina Williams of Edinburg shared her experience with the informal review for the reassessment. She said that they have made no improvements and their property increased a lot. She found the informal review frustrating and was told more information on an appeal process would be mailed.

Daryl Bates of Edinburg expressed frustration with the reassessment and process.

Brad Pollack of Edinburg commented that the reassessment cost too much and there were other ways to conduct this. He questioned the methods that the reassessment company used to assess properties. He suggested cutting the Sheriff's Department budget to lower taxes or use it for the schools.

John Bert of Fort Valley said communication can solve a lot of issues if done ahead of time. He said Ms. Hockman's presentation was enlightening and would have been great at town halls throughout the County.

CONSIDERATION OF CONSENT AGENDA ITEMS:

1. Consideration of the December 9, 2025 regular meeting, and January 6, 2026 organizational meeting minutes.

Vice Chairman Morris made a motion, seconded by Supervisor Baker to approve the items as presented. The motion was approved by a roll call vote as follows:

Mr. Taylor	aye	Mr. Gutshall	aye
Mr. Dotson	aye	Mr. Ferguson	aye
Mr. Morris	aye	Mr. Baker	aye

PUBLIC HEARING(S):

There were no Public Hearings scheduled for the January 13, 2026, regular meeting.

OLD BUSINESS:

There were no Old Business items presented at the January 13, 2026, regular meeting.

CONSIDERATION OF PLANNING COMMISSION ITEMS:

There were no Planning Commission items presented at the January 13, 2026, regular meeting.

NEW BUSINESS:

1. Consideration of the Fiscal Year 2027 Budget Calendar.

Mr. Vass said this is tentative and that meetings may be added as needed.

COUNTY ATTORNEY COMMENTS:

Mr. Ham had no comments.

BOARD MEMBER COMMENTS:

Supervisor Dotson said it was great to see everyone in the room participating in local government and that he is looking forward to learning more. He said that some concerns he has heard relate to services and efficiencies for the community. He said he is concerned with school facilities that need dramatic improvements to come back to an acceptable level. He is looking forward to guiding solutions to these issues.

Supervisor Baker shared a medical emergency in his family and was thankful for local emergency services. He said this is a small community and he was flooded with messages reaching out to him and his family.

Supervisor Gutshall said he is excited to work with everyone and that his time on the School Board gave him beneficial experience. He agreed that they need to take care of the school facilities. He stated that there can never be too much communication and that more could have been beneficial to the reassessment.

Chairman Taylor asked everyone to let him know about committee assignments and to turn in their economic interest forms. He encouraged everyone to pay attention to the school meetings on their CIP. He also gave everyone a copy of Thomas Paine’s *Common Sense* and a flag lapel pin to celebrate the United State’s 250th anniversary. He added that he is proud to be part of this celebration.

COUNTY ADMINISTRATOR’S COMMENTS:

- Ms. Belyea had no comments.
- Mr. Vass had no comments.

OTHER BUSINESS:

There were no Other Business items for the January 13, 2026, regular meeting.

CLOSED SESSION(S):

1. A closed session as authorized by Virginia State Code section 2.2-3711 (A)(29) to discuss the award of a public contract involving the expenditure of public funds, including interviews of bidders or offerors, and discussion of the terms or scope of such contract, where discussion in an open session would adversely affect the bargaining position or negotiating strategy of the public body. The subject matter concerns a potential construction contract.
2. A closed session as authorized by Virginia State Code section 2.2-3711 (A)(3) to discuss the possible acquisition of real property for a public purpose and to discuss the possible disposition of real property, where discussion in an open meeting would adversely affect the negotiating strategy of the County; the closed meeting will include consultation with legal counsel regarding specific legal matters requiring the provision of legal advice by such counsel as authorized by Virginia State Code section 2.2-3711 (A)(8). The subject matter concerns the potential acquisition of a privately held parcel of property and the potential disposition of a parcel of property owned by Shenandoah County.
3. A closed session as authorized by Virginia State Code section 2.2-3711(A)(8) to consult with legal counsel employed or retained by the County regarding specific legal matters requiring the

provision of legal advice by such counsel. The subject matter of the closed session is public utility matters.

4. A closed session as authorized by Virginia State Code section 2.2-3711 (A)(1) to discuss the assignment and appointment of specific public officers, appointees, or employees. The subject matter of the closed session is the appointment of public officials to serve on the Planning Commission and Board of Equalization.

At 6:11 p.m. Vice Chairman Morris made a motion which was seconded by Supervisor Gutshall to enter into a closed session as authorized by Virginia State Code section 2.2-3711 (A)(29) to discuss the award of a public contract involving the expenditure of public funds, including interviews of bidders or offerors, and discussion of the terms or scope of such contract, where discussion in an open session would adversely affect the bargaining position or negotiating strategy of the public body. The subject matter concerns a potential construction contract. A closed session as authorized by Virginia State Code section 2.2-3711 (A)(3) to discuss the possible acquisition of real property for a public purpose and to discuss the possible disposition of real property, where discussion in an open meeting would adversely affect the negotiating strategy of the County; the closed meeting will include consultation with legal counsel regarding specific legal matters requiring the provision of legal advice by such counsel as authorized by Virginia State Code section 2.2-3711 (A)(8). The subject matter concerns the potential acquisition of a privately held parcel of property and the potential disposition of a parcel of property owned by Shenandoah County. A closed session as authorized by Virginia State Code section 2.2-3711(A)(8) to consult with legal counsel employed or retained by the County regarding specific legal matters requiring the provision of legal advice by such counsel. The subject matter of the closed session is public utility matters. A closed session as authorized by Virginia State Code section 2.2-3711 (A)(1) to discuss the assignment and appointment of specific public officers, appointees, or employees. The subject matter of the closed session is the appointment of public officials to serve on the Planning Commission and Board of Equalization.

The motion was approved by a unanimous roll call vote as follows:

Mr. Taylor	aye	Mr. Gutshall	aye
Mr. Dotson	aye	Mr. Ferguson	aye
Mr. Morris	aye	Mr. Baker	aye

At 7:41 p.m. the Board reconvened into open session following a motion by Supervisor Baker and seconded by Supervisor Gutshall which was approved by a unanimous roll call vote as follows:

Mr. Taylor	aye	Mr. Gutshall	aye
Mr. Dotson	aye	Mr. Ferguson	absent
Mr. Morris	aye	Mr. Baker	aye

Mr. Vass read the certification that all members must certify that to the best of each member's knowledge (i) only public business matters lawfully exempted from open meeting requirement, under The Virginia Freedom Information Act and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed or considered in the meeting of the public body.

Mr. Taylor	aye	Mr. Gutshall	aye
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Mr. Dotson aye
Mr. Morris aye

Mr. Ferguson absent
Mr. Baker aye

ADJOURNMENT

With no further business the meeting was adjourned at 7:42 p.m.

Tim Taylor, Chairman

ATTEST: _____
Evan Vass, Clerk of the Board

County of Shenandoah
Board of Supervisors

Agenda Item Summary

AGENDA DATE: February 10, 2026

CONSENT: X **REGULAR:** **CLOSED SESSION:**

ACTION: X **INFORMATION:**

ITEM TITLE: Discussion regarding re-appropriations for the second quarter of Fiscal Year 2026.

RECOMMENDATION: This is provided to the Board of Supervisors for action to reappropriate funds for the second quarter of Fiscal Year 2026.

BACKGROUND:
Re-appropriations are necessary to transfer unanticipated revenues to adjust the budgeted amount for specified expenditure line items. Typical re-appropriations include reimbursements from grants, reimbursements for incurred expenses, and donations. For additional background, departmental request memos are attached.

DEPARTMENT	TRANSFER FROM	TRANSFER TO	AMOUNT	DESCRIPTION
Animal Shelter	Donations – Animal Shelter (3-100-1899-0097)	Spay and Neuter (4-100-35200-6099)	1,753.00	Donations
	Deposits – Spay & Neuter Dog Fund (3-145-1899-0098)	Spay and Neuter (4-145-35200-6099)	680.00	Donations Spay/Neuter
	Total Animal Shelter		\$2,433.00	
Landfill	Litter Control Grant (3-100-2404-0007)	Litter Control Program (4-100-81600-5672)	328.57	Litter Control Grant
	Total Landfill		\$328.57	
Parks & Recreation	Donations-Minor/Major Capital Projects (3-223-1609-0029)	Equipment (4-100-94000-8200)	10,000.00	Donation
	Transfer from Parks & Recreation Fund (3-100-4105-0223)	Transfer to General Fund (4-223-93200-0100)	N/A (Journal entry for above line)	Interfund Transfer
	Total Parks & Recreation		\$10,000.00	

DEPARTMENT	TRANSFER FROM	TRANSFER TO	AMOUNT	DESCRIPTION
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Economic Development & Tourism	Gifts and Donations (3-100-1899-0003)	Support of New Industry (4-100-81500-5876)	400.00	Donation
	Professional Development Scholarship (3-100-1899-0107)	Travel (Convention & Education) (4-100-81500-5540)	750.00	Professional Development Scholarship
	Agriculture & Forestry Industries Development (AFID) Infrastructure Grant (VA Department of Agriculture) (3-100-2404-0081)	Support Existing Industry – Grant Match (4-100-81500-5875-001)	47,486.50	Agriculture & Forestry Industries Development (AFID) Infrastructure Grant (VA Department of Agriculture)
	Total Economic Development & Tourism		\$48,636.50	

Sheriff	Freedom of Information Act (FOIA) Sheriff (3-100-1899-0009)	Salaries (Regular) (4-100-31200-1100)	282.87	Freedom of Information Act (FOIA) Payment(s)
	D.A.R.E. Fund Collections (3-750-1899-0098)	Police Supplies – D.A.R.E. (4-100-31200-6010-011)	500.00	D.A.R.E. Donation
	Transfer from D.A.R.E. Fund (3-100-004105-0750)	Transfer to General Fund (4-750-093200-0100)	N/A (Journal entry for above line)	Interfund Transfer
	Deposits – Project Lifesaver (3-132-1899-0098)	Police Supplies - Project Lifesaver (4-100-31200-6010-004)	320.00	Project Lifesaver Donation
	Transfer from Project Lifesaver Fund (3-100-004105-0132)	Transfer to General Fund (4-132-093200-0100)	N/A (Journal entry for above line)	Interfund Transfer
	Other Recovered Costs (3-100-1902-0098)	Salaries (Regular) (4-100-31200-1100)	9,084.43	Reimbursement(s)
	Restitution (3-100-1899-0023)	Salaries (Regular) (4-100-31200-1100)	3,620.24	Reimbursement(s)
Total Sheriff		\$13,807.54		

DEPARTMENT	TRANSFER FROM	TRANSFER TO	AMOUNT	DESCRIPTION
Fire & Rescue	Rescue Squad Assistance Fund (RSAF) Grant (VA Department of Health) (3-100-2404-0015)	Ambulance Purchase (4-100-94000-9400-015)	85,520.00	Rescue Squad Assistance Fund (RSAF) Grant (VA Department of Health)
Total Fire & Rescue			\$85,520.00	

BUDGET IMPACT:

As noted in the above background section

STAFF CONTACTS:

Amy R. Dill, Director of Finance
 Jesse Cloyd, Finance Manager

ATTACHMENT(S):

Memorandums from respective departments

REVIEWED BY:

Amy R. Dill
msb

DATE:

02/02/2026
2/6/2026


SHENANDOAH
 COUNTY
FINANCE

RE-APPROPRIATION REQUEST FORM

Fiscal Year: 2026 Quarter: 1Q 2Q 3Q 4Q
(JUL-SEP) (OCT-DEC) (JAN-MAR) (APR-JUN)

NOTE: Re-appropriations should only be submitted **ONCE PER QUARTER** by the due date provided by the Finance Department

AMOUNT	REQUESTED APPROPRIATION LEDGER CODE <small>(Note: last 3 digits of code are not applicable to all departments)</small>	REVENUE LEDGER CODE OF DEPOSIT <small>(Note: last 3 digits of code are not applicable to all departments)</small>	DESCRIPTION
\$ 1753	Expenditure Code: 4- <u>100 35200 6099</u> <small>(3 digits) (5 digits) (4 digits) (3 digits)</small>	Revenue Code: 3- <u>100 1899 0097</u> <small>(3 digits) (5 digits) (4 digits) (3 digits)</small> Date of Deposit*: _____	Spay/Neuter Donations
\$ 680	Expenditure Code: 4- <u>145 35200 6099</u> <small>(3 digits) (5 digits) (4 digits) (3 digits)</small>	Revenue Code: 3- <u>145 1899 0099</u> <small>(3 digits) (5 digits) (4 digits) (3 digits)</small> Date of Deposit*: _____	Spay / Neuter
\$	Expenditure Code: 4- - - - <small>(3 digits) (5 digits) (4 digits) (3 digits)</small>	Revenue Code: 3- - - - <small>(3 digits) (5 digits) (4 digits) (3 digits)</small> Date of Deposit*: _____	
\$	Expenditure Code: 4- - - - <small>(3 digits) (5 digits) (4 digits) (3 digits)</small>	Revenue Code: 3- - - - <small>(3 digits) (5 digits) (4 digits) (3 digits)</small> Date of Deposit*: _____	
\$ 2,433			

*Copy of Treasurer's Office receipt required with supporting documentation

____ ADDITIONAL PAGE(S) INCLUDED

Signature Peggy Lahn
 Title Manager
 Date 1/2/26

SHENANDOAH COUNTY FINANCE

RE-APPROPRIATION REQUEST FORM

Fiscal Year: _____ Quarter: 1Q X 2Q 3Q 4Q
(JUL-SEP) (OCT-DEC) (JAN-MAR) (APR-JUN)

NOTE: Re-appropriations should only be submitted **ONCE PER QUARTER** by the due date provided by the Finance Department

AMOUNT	REQUESTED APPROPRIATION LEDGER CODE <small>(Note: last 3 digits of code are not applicable to all departments)</small>	REVENUE LEDGER CODE OF DEPOSIT <small>(Note: last 3 digits of code are not applicable to all departments)</small>	DESCRIPTION
\$ 10,000 ✓	Expenditure Code: 4 - <u>100 94000 8200</u> <small>(3 digits) (5 digits) (4 digits) (3 digits)</small>	Revenue Code: 3 - <u>223 01609 0029</u> ✓ <small>(3 digits) (5 digits) (4 digits) (3 digits)</small> Date of Deposit*: <u>10/16/2025</u> ✓	Donation from Woodstock Moose towards the purchase of skid loader for County Park ✓
\$	Expenditure Code: 4 - <u>223 98200 0100</u> <small>(3 digits) (5 digits) (4 digits) (3 digits)</small>	Revenue Code: 3 - <u>100 4105 0223</u> <small>(3 digits) (5 digits) (4 digits) (3 digits)</small> Date of Deposit*: _____	JE for transfer (Interfund)
\$	Expenditure Code: 4 - _____ <small>(3 digits) (5 digits) (4 digits) (3 digits)</small>	Revenue Code: 3 - _____ <small>(3 digits) (5 digits) (4 digits) (3 digits)</small> Date of Deposit*: _____	
\$	Expenditure Code: 4 - _____ <small>(3 digits) (5 digits) (4 digits) (3 digits)</small>	Revenue Code: 3 - _____ <small>(3 digits) (5 digits) (4 digits) (3 digits)</small> Date of Deposit*: _____	

\$ 10,000.00

**Copy of Treasurer's Office receipt required with supporting documentation*

____ ADDITIONAL PAGE(S) INCLUDED

Signature 

Title Director

Date 12/08/25


SHENANDOAH
 COUNTY
 FINANCE

RECEIVED
 JAN 01 2026

RE-APPROPRIATION REQUEST FORM

Fiscal Year: 2026 Quarter: 1Q **X** 2Q 3Q 4Q
(JUL-SEP) (OCT-DEC) (JAN-MAR) (APR-JUN)

NOTE: Re-appropriations should only be submitted **ONCE PER QUARTER** by the due date provided by the Finance Department

AMOUNT	REQUESTED APPROPRIATION LEDGER CODE <small>(Note: last 3 digits of code are not applicable to all departments)</small>	REVENUE LEDGER CODE OF DEPOSIT <small>(Note: last 3 digits of code are not applicable to all departments)</small>	DESCRIPTION
\$ 2610.00 ✓	Expenditure Code: <u>100 31200 1100</u> <small>4- (3 digits) (5 digits) (4 digits) (3 digits)</small>	Revenue Code: <u>100 1899 0023</u> ✓ <small>3- (3 digits) (5 digits) (4 digits) (3 digits)</small> Date of Deposit*: <u>12/23/2025</u> ✓	Restitution
\$ 20.00 ✓	Expenditure Code: <u>100 31200 6010 904</u> <small>4- (3 digits) (5 digits) (4 digits) (3 digits)</small>	Revenue Code: <u>132 1899 0098</u> ✓ <small>3- (3 digits) (5 digits) (4 digits) (3 digits)</small> Date of Deposit*: <u>12/18/2025</u> ✓	Project Lifesaver
\$ 500.00 ✓	Expenditure Code: <u>100 31200 6010 011</u> <small>4- (3 digits) (5 digits) (4 digits) (3 digits)</small>	Revenue Code: <u>750 1899 0098</u> ✓ <small>3- (3 digits) (5 digits) (4 digits) (3 digits)</small> Date of Deposit*: <u>12/16/2025</u> ✓	D.A.R.E.
\$ 10.00 ✓	Expenditure Code: <u>100 31200 1100</u> <small>4- (3 digits) (5 digits) (4 digits) (3 digits)</small>	Revenue Code: <u>100 1899 0009</u> ✓ <small>3- (3 digits) (5 digits) (4 digits) (3 digits)</small> Date of Deposit*: <u>12/10/2025</u> ✓	FOIA
\$ 3,140.00 ✓			

*Copy of Treasurer's Office receipt required with supporting documentation

3 ADDITIONAL PAGE(S) INCLUDED

Signature: 
 Title: Treasurer
 Date: 01/02/2026


SHENANDOAH
 COUNTY
 FINANCE

**RE-APPROPRIATION REQUEST FORM –
ADDITIONAL PAGE**

AMOUNT	REQUESTED APPROPRIATION LEDGER CODE <i>(Note: last 3 digits of code are not applicable to all departments)</i>	REVENUE LEDGER CODE OF DEPOSIT <i>(Note: last 3 digits of code are not applicable to all departments)</i>	DESCRIPTION
\$ 300.00 ✓	Expenditure Code: 100 31200 6010 004 4- (3 digits) (5 digits) (4 digits) (3 digits)	Revenue Code: 132 1899 0098 ✓ 3- (3 digits) (5 digits) (4 digits) (3 digits) Date of Deposit*: 12/09/2025 ✓	Project Lifesaver
\$ 2,583.60 ✓	Expenditure Code: 100 31200 1100 4- (3 digits) (5 digits) (4 digits) (3 digits)	Revenue Code: 100 1902 0098 ✓ 3- (3 digits) (5 digits) (4 digits) (3 digits) Date of Deposit*: 12/11/2025 ✓	Recover for Deputy Overtime
\$ 86.00 ✓	Expenditure Code: 100 31200 1100 4- (3 digits) (5 digits) (4 digits) (3 digits)	Revenue Code: 100 1899 0023 ✓ 3- (3 digits) (5 digits) (4 digits) (3 digits) Date of Deposit*: 12/11/2025 ✓	Restitution
\$ 11.91 ✓	Expenditure Code: 100 31200 1100 4- (3 digits) (5 digits) (4 digits) (3 digits)	Revenue Code: 100 1899 0009 ✓ 3- (3 digits) (5 digits) (4 digits) (3 digits) Date of Deposit*: 12/05/2025 ✓	FOIA
\$ 10.00 ✓	Expenditure Code: 100 31200 1100 4- (3 digits) (5 digits) (4 digits) (3 digits)	Revenue Code: 100 1899 0009 ✓ 3- (3 digits) (5 digits) (4 digits) (3 digits) Date of Deposit*: 12/10/2025 ✓	FOIA
\$ 200.00 ✓	Expenditure Code: 100 31200 1100 4- (3 digits) (5 digits) (4 digits) (3 digits)	Revenue Code: 100 1899 0009 ✓ 3- (3 digits) (5 digits) (4 digits) (3 digits) Date of Deposit*: 11/14/2025 ✓	FOIA
\$3,191.51 ✓			

**Copy of Treasurer's Office receipt required with supporting documentation*


SHENANDOAH
 COUNTY
 FINANCE

**RE-APPROPRIATION REQUEST FORM –
ADDITIONAL PAGE**

AMOUNT	REQUESTED APPROPRIATION LEDGER CODE <i>(Note: last 3 digits of code are not applicable to all departments)</i>	REVENUE LEDGER CODE OF DEPOSIT <i>(Note: last 3 digits of code are not applicable to all departments)</i>	DESCRIPTION
\$ 720.07 ✓	Expenditure Code: 4- <u>100 31200 1100</u> <small>(3 digits) (5 digits) (4 digits) (3 digits)</small>	Revenue Code: 3- <u>100 1899 0023</u> ✓ <small>(3 digits) (5 digits) (4 digits) (3 digits)</small> Date of Deposit*: <u>10/29/2025</u> ✓	Restitution
\$ 1938.00 ✓	Expenditure Code: 4- <u>100 31200 1100</u> <small>(3 digits) (5 digits) (4 digits) (3 digits)</small>	Revenue Code: 3- <u>100 1902 0098</u> ✓ <small>(3 digits) (5 digits) (4 digits) (3 digits)</small> Date of Deposit*: <u>10/29/2025</u> ✓	Recover for Deputy Overtime
\$ 10.00 ✓	Expenditure Code: 4- <u>100 31200 1100</u> <small>(3 digits) (5 digits) (4 digits) (3 digits)</small>	Revenue Code: 3- <u>100 1899 0009</u> ✓ <small>(3 digits) (5 digits) (4 digits) (3 digits)</small> Date of Deposit*: <u>10/17/2025</u> ✓	FOIA
\$ 1979.23 ✓	Expenditure Code: 4- <u>100 31200 1100</u> <small>(3 digits) (5 digits) (4 digits) (3 digits)</small>	Revenue Code: 3- <u>100 1902 0098</u> ✓ <small>(3 digits) (5 digits) (4 digits) (3 digits)</small> Date of Deposit*: <u>10/14/2025</u>	Recover for Deputy Overtime
\$ 10.00 ✓	Expenditure Code: 4- <u>100 31200 1100</u> <small>(3 digits) (5 digits) (4 digits) (3 digits)</small>	Revenue Code: 3- <u>100 1899 0009</u> ✓ <small>(3 digits) (5 digits) (4 digits) (3 digits)</small> Date of Deposit*: <u>10/14/2025</u>	FOIA
\$ 10.00 19.05	Expenditure Code: 4- <u>100 31200 1100</u> <small>(3 digits) (5 digits) (4 digits) (3 digits)</small>	Revenue Code: 3- <u>100 1899 0009</u> ✓ <small>(3 digits) (5 digits) (4 digits) (3 digits)</small> Date of Deposit*: <u>10/02/2025</u> ✓	FOIA

\$ 4,676.35

*Copy of Treasurer's Office receipt required with supporting documentation


SHENANDOAH
 COUNTY
 FINANCE

**RE-APPROPRIATION REQUEST FORM –
ADDITIONAL PAGE**

AMOUNT	REQUESTED APPROPRIATION LEDGER CODE <i>(Note: last 3 digits of code are not applicable to all departments)</i>	REVENUE LEDGER CODE OF DEPOSIT <i>(Note: last 3 digits of code are not applicable to all departments)</i>	DESCRIPTION
\$ 11.91 ✓	Expenditure Code: 4- 100 31200 1100 <i>(3 digits) (5 digits) (4 digits) (3 digits)</i>	Revenue Code: 3- 100 1899 0009 ✓ <i>(3 digits) (5 digits) (4 digits) (3 digits)</i> Date of Deposit*: 11/25/2025 ✓	FOIA
\$ 204.17 ✓	Expenditure Code: 4- 100 31200 1100 <i>(3 digits) (5 digits) (4 digits) (3 digits)</i>	Revenue Code: 3- 100 1899 0023 ✓ <i>(3 digits) (5 digits) (4 digits) (3 digits)</i> Date of Deposit*: 1/02/2026 ✓	Restitution
\$ 2583.60 ✓	Expenditure Code: 4- 100 31200 1100 <i>(3 digits) (5 digits) (4 digits) (3 digits)</i>	Revenue Code: 3- 100 1902 0098 ✓ <i>(3 digits) (5 digits) (4 digits) (3 digits)</i> Date of Deposit*: 1/02/2026 ✓	Recover for Deputy Overtime
\$	Expenditure Code: 4- - - - <i>(3 digits) (5 digits) (4 digits) (3 digits)</i>	Revenue Code: 3- - - - <i>(3 digits) (5 digits) (4 digits) (3 digits)</i> Date of Deposit*: _____	
\$	Expenditure Code: 4- - - - <i>(3 digits) (5 digits) (4 digits) (3 digits)</i>	Revenue Code: 3- - - - <i>(3 digits) (5 digits) (4 digits) (3 digits)</i> Date of Deposit*: _____	
\$	Expenditure Code: 4- - - - <i>(3 digits) (5 digits) (4 digits) (3 digits)</i>	Revenue Code: 3- - - - <i>(3 digits) (5 digits) (4 digits) (3 digits)</i> Date of Deposit*: _____	
\$ 2,799.68			

**Copy of Treasurer's Office receipt required with supporting documentation*

County of Shenandoah
Board of Supervisors



Agenda Item Summary

AGENDA DATE: February 10, 2026

CONSENT: X **REGULAR:**

ACTION: X **INFORMATION:**

ITEM TITLE: Request for action to carry over capital projects and grant funds from Fiscal Year 2025 to Fiscal Year 2026.

RECOMMENDATION:

This is provided to the Board of Supervisors for action to carry over capital projects and grant funds from Fiscal Year 2025 to Fiscal Year 2026.

BACKGROUND:

The items on the attached spreadsheet represent those capital improvement projects (CIP) and grants that remained in progress at the close of Fiscal Year 2025. Because most capital projects are long-term and many grants run over fiscal years, they may impact multiple budgets. As a result, the funding for these projects/grants need to be carried forward to Fiscal Year 2026 in order to continue and/or complete them.

BUDGET IMPACT:

As noted above.

STAFF CONTACTS:

Amy R. Dill, Director of Finance
Jesse Cloyd, Finance Manager

ATTACHMENT(S):

Summary Sheet
Department Requests

REVIEWED BY:

Amy R. Dill
MFB

DATE:

02/02/2026
2/6/2026

Fiscal Year 2025 to Fiscal Year 2026 - Capital Project and Grant Carry-Overs

Department	Project	Budget Code (DEBIT)	Original Appropriation	Carry Over Amount	CREDIT
Community Development	AARP Housing Grant Competition	4-100-081100-5875	16,800.00	16,800.00	3-100-004200-0001
	AARP Housing Grant Competition	4-100-081100-3321	3,200.00	3,200.00	3-100-004200-0001
			Total - General Fund	\$ 20,000.00	
Finance	SCSO Storage Building	4-131-003120-0001	200,000.00	43,166.74	3-131-004200-0001
			Total - Fund 131	\$ 43,166.74	



Carry Forward Request

From Fiscal Year 2025 to Fiscal Year 2026

DEPARTMENT/DIVISION/AGENCY: Community Development

REQUEST TYPE: Grant

DATE: 11/13/2025

REQUESTER NAME: Amy Dill, Director of Finance, on behalf of Comm Development

PROJECT NAME/DESCRIPTION	FY 2025 ORIGINAL BUDGET AMOUNT	FY 2025 AMOUNT TO CARRY FORWARD	GENERAL LEDGER BUDGET CODE <i>(Note: last 3 digits of code are not applicable to all departments)</i>
AARP Grant - Housing Competition (competition not completed until Nov 2025)	\$20,000	\$ 16,800.00	Expenditure Code: 4 - 100 - 081100 - 5875 - <small>(3 digits) (5 digits) (4 digits) (3 digits)</small> Revenue Code: 3 - 100 - 001899 - 0071 - <small>(3 digits) (5 digits) (4 digits) (3 digits)</small>
AARP Grant (see above)	\$ 20,000	\$ 3,200.00	Expenditure Code: 4 - 100 - 081100 - 3321 - <small>(3 digits) (5 digits) (4 digits) (3 digits)</small> Revenue Code: 3 - 100 - 001899 - 0071 - <small>(3 digits) (5 digits) (4 digits) (3 digits)</small>
	\$	\$	Expenditure Code: 4 - - - - - <small>(3 digits) (5 digits) (4 digits) (3 digits)</small> Revenue Code: 3 - - - - - <small>(3 digits) (5 digits) (4 digits) (3 digits)</small>
	\$	\$	Expenditure Code: 4 - - - - - <small>(3 digits) (5 digits) (4 digits) (3 digits)</small> Revenue Code: 3 - - - - - <small>(3 digits) (5 digits) (4 digits) (3 digits)</small>

Please **submit** completed form **electronically** to Amy Dill at adill@shenandoahcountyva.us | **Due: August 29, 2025**



Carry Forward Request

From Fiscal Year 2025 to Fiscal Year 2026

DEPARTMENT/DIVISION/AGENCY: Shenandoah County Sheriff's Department

REQUEST TYPE: Capital Project

DATE: 11/13/2025

REQUESTER NAME: Amy Dill, Director of Finance

PROJECT NAME/DESCRIPTION	FY 2025 ORIGINAL BUDGET AMOUNT	FY 2025 AMOUNT TO CARRY FORWARD	GENERAL LEDGER BUDGET CODE <i>(Note: last 3 digits of code are not applicable to all departments)</i>
Storage Facility (balance owed to County as of June 30) from Asset Forfeiture Funds - Paid in FY 2026	\$ 200,000.00	\$ 43,166.74	Expenditure Code: 4 - 131 - 003120 - 0001 <small>(3 digits) (5 digits) (4 digits) (3 digits)</small> Revenue Code: 3 - 131 - 004200 - 0001 <small>(3 digits) (5 digits) (4 digits) (3 digits)</small>
	\$	\$	Expenditure Code: 4 - - - - - <small>(3 digits) (5 digits) (4 digits) (3 digits)</small> Revenue Code: 3 - - - - - <small>(3 digits) (5 digits) (4 digits) (3 digits)</small>
	\$	\$	Expenditure Code: 4 - - - - - <small>(3 digits) (5 digits) (4 digits) (3 digits)</small> Revenue Code: 3 - - - - - <small>(3 digits) (5 digits) (4 digits) (3 digits)</small>
	\$	\$	Expenditure Code: 4 - - - - - <small>(3 digits) (5 digits) (4 digits) (3 digits)</small> Revenue Code: 3 - - - - - <small>(3 digits) (5 digits) (4 digits) (3 digits)</small>

Please **submit** completed form **electronically** to Amy Dill at adill@shenandoahcountyva.us | **Due: August 29, 2025**



County of Shenandoah Board of Supervisors

Agenda Item Summary

AGENDA DATE: February 10, 2026

CONSENT: X

REGULAR:

CLOSED SESSION:

ACTION: X

INFORMATION:

ITEM TITLE: Consideration of the appointment of Jim Fagan to serve on the Shenandoah County Planning Commission.

RECOMMENDATION:

This matter is presented for action.

BACKGROUND:

The Board of Supervisors met most recently in a closed session on January 13, 2026, to discuss appointments to various committees and commissions. If appointed, Mr. Fagan will serve the remainder of a four-year term previously held by Mark Dotson, who has been elected to the Board of Supervisors. The term will expire on October 31, 2026. Mr. Fagan will represent District 1 on the planning commission.

BUDGET IMPACT:

None

STAFF CONTACTS:

Evan L. Vass, County Administrator

ATTACHMENT(S):

N/A

REVIEWED BY:

Mandy R. Belyea

DATE:

2/6/2026

County of Shenandoah Board of Supervisors

Agenda Item Summary

AGENDA DATE: February 10, 2026

CONSENT: X

REGULAR:

CLOSED SESSION:

ACTION: X

INFORMATION:

ITEM TITLE: Consideration of the appointment of Keith Stephens to serve on the Shenandoah County Planning Commission.

RECOMMENDATION:

This matter is presented for action.

BACKGROUND:

The Board of Supervisors met most recently in a closed session on January 13, 2026, to discuss appointments to various committees and commissions. Mr. Stephens' term will commence at the appointment and expire on October 31, 2029. Mr. Stephens will represent District 4 on the planning commission.

BUDGET IMPACT:

None

STAFF CONTACTS:

Evan L. Vass, County Administrator

ATTACHMENT(S):

N/A

REVIEWED BY:

Mandy R. Belyea

DATE:

2/6/2026

BOARD OF SUPERVISORS

District 1: Mark Dotson
District 2: Steve Baker
District 3: David Ferguson
District 4: Kyle Gutshall
District 5: Dennis Morris
District 6: Tim Taylor



ADMINISTRATION

Evan L. Vass, County Administrator
Mandy R. Belyea, Deputy County Administrator



**RESOLUTION CONCERNING THE
BOARD OF SUPERVISORS' COMMITTEE TERMS**

WHEREAS, this Board has certain affiliations with subordinate, independent, or quasi-independent authorities, commissions, and boards (“Entities”), and

WHEREAS, from time to time, Board members are assigned or asked to serve on such Entities (“Assignments”), and

WHEREAS, some of these Assignments carry terms of several years, while others are for a single year, and

WHEREAS, in order to foster consistency among these Entities and to make Assignments in accordance with the law, Assignments are made by resolution of the Board of Supervisors and will be consistent with any applicable membership terms and any other legal requirements.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of Shenandoah County, Virginia, that:

I. General

1. Members of the Board of Supervisors of Shenandoah County shall be assigned to serve on Entities in accordance with any applicable membership terms that are prescribed by state or local law.
2. In the absence of an applicable membership term of multiple years, Assignments shall be on an annual basis.
3. Unless provided to the contrary in an Entity’s charter, bylaws, contractual or other governing documents, or legal authority Board members serving by Assignment shall be voting members of the Entity.

II. Multiple-Year Terms

1. In accordance with section 82-5 of the Shenandoah County Code, any member of the Board of Supervisors assigned to the Shenandoah County Conservation Easement Authority shall be a member and shall serve a four-year term. **Kyle Gutshall** is assigned to serve on this Authority, and his term expires on December 31, 2029.
2. In accordance with Virginia Code section 42.1-35, any member of the Board of Supervisors assigned to the Shenandoah County Library Board of Trustees shall be a member and shall serve a four-year term. **David Ferguson** is assigned to serve on this Board, and his term expires on December 31, 2027.

III. Single-Year Terms

1. Steve Baker is assigned to be a member of the Agricultural and Forestal District Advisory Committee for a one-year term ending December 31, 2026.
2. Mark Dotson is assigned to be a member of the Community Policy and Management Team (CPMT) for a one-year term ending December 31, 2026. Evan Vass is assigned to be an alternate member of the CPMT for a one-year term ending December 31, 2026.
3. Tim Taylor and Dennis Morris are assigned to be members of the Northern Shenandoah Valley Regional Commission for a one-year term ending December 31, 2026.
4. Kyle Gutshall is assigned to be a member of the Parks and Recreation Advisory Board for a one-year term ending December 31, 2026.
5. Dennis Morris is assigned to be a member of the People, Inc. Board of Directors for a one-year term ending December 31, 2026.
6. Dennis Morris is assigned to be a member of the Shenandoah County Planning Commission for a one-year term ending December 31, 2026.
7. Dennis Morris is assigned to be a member of the RSW Regional Jail Authority for a one-year term ending December 31, 2026.
8. Tim Taylor is assigned to be a member of the of the Social Services Board for a one-year term ending December 31, 2026.
9. Mark Dotson is assigned to be a member of the Tourism Advisory Council for a one-year term ending December 31, 2026.
10. Steve Baker is assigned to be a member of the Water Resources Advisory Committee for a one-year term ending December 31, 2026.
11. David Ferguson is assigned to be a member of the Town and County Steering Committee for a one-year term ending December 31, 2026.
12. Tim Taylor is assigned to the Shenandoah Rail Trail Exploratory Partnership for a one-year term ending December 31, 2026.
13. Tim Taylor and Kyle Gutshall are assigned to be members of the Shenandoah County Public Schools Infrastructure Committee for a one-year term ending December 31, 2026.

Resolved this 10th day of February, 2026.

CERTIFICATE

The undersigned Chairman and Clerk of the Board of Supervisors of Shenandoah County, Virginia hereby certify that the foregoing constitutes a true and correct copy of a Resolution Concerning the Board of Supervisors' Committee Terms adopted by the Board of Supervisors at a meeting held on February 10, 2026. A record of the roll-call vote by the Board is as follows:

NAME	AYE	NAY	ABSTAIN	ABSENT
Tim Taylor, Chairman				
Dennis Morris, Vice-Chairman				
Steven A. Baker				
Mark Dotson				
David E. Ferguson				
Kyle Gutshall				

Date: February 10, 2026

[SEAL]

ATTEST: _____
Clerk, Board of Supervisors,
Shenandoah County, Virginia

Chairman, Board of Supervisors,
Shenandoah County, Virginia

Staff recommended conditions:

1. Building permits must be issued prior to any construction requiring building permits.
2. Any land disturbance greater than 10,000 sqft will require a land disturbance permit issued by the County and any land disturbance greater than one acre will require a stormwater permit from DEQ.
3. Prior to the start of operations, the project must comply with Virginia Department of Health's standards and requirements.
4. Prior to the start of operations, the project must comply with Virginia Department of Transportation's standards and requirements.
5. The Special Use Permit will be relinquished if the use ceases for two years.
6. Valid, legal access to the site shall be maintained.
7. Any change to the access location shall be reviewed by the County prior to implementation and may require an amended site plan or permit.
8. Prior to issuance of any building permit for the solar facility, the applicant shall submit and receive approval of a Buffer Planting Plan from the Zoning Administrator providing a mix of native deciduous trees, including oaks and hickories, and evergreen trees along designated property boundaries to provide year-round visual screening. All required buffer plantings shall be installed as approved, verified by County staff, and maintained in a healthy condition for the life of the solar facility. Evergreens shall be a minimum 6' tall when planted and deciduous trees shall have a minimum 1" caliper or 15 gallon no further than 15' apart. Buffer Planting Plan may be included in the Site Plan.
9. Prior to approval of the site plan and prior to the issuance of any building permit for the solar facility, the applicant shall submit and receive approval of a **Grazing Plan** from the Zoning Administrator. In addition, the following requirements shall apply:
 - A. **Grazing Plan Components.** The approved Grazing Plan shall include, at a minimum:
 1. A livestock water supply plan identifying at least one centrally located frost-proof waterer and the general location of all permanent and temporary water lines necessary to provide water access throughout the property. If more are proposed they may be placed strategically to facilitate rotational grazing.
 2. A soil and nutrient management plan demonstrating how soil quality will be improved prior to solar installation and how forage suitable for grazing will be established.
 3. Identification of an animal care area located within the perimeter fenced area and outside of the solar panel installation.
 4. A sketch identifying the location of temporary cross fencing and paddock layout to support rotational grazing within and around the solar panel installation.
 - B. **Soil Preparation and Forage Establishment Verification.**

All soil preparation, amendments, and initial forage establishment required by the approved Grazing Plan shall be completed before the issuance of any building permit for solar panel installation.
 - C. **Inspection and Sign-Off.**

Completion of soil preparation and forage establishment shall be verified through a site inspection and may require soil testing before written sign-off by the Zoning Administrator, prior to issuance of any building permit for the solar facility.
 - D. **Ongoing Compliance.**

The approved Grazing Plan shall be maintained for the life of the solar facility. Failure to implement or maintain the Grazing Plan may be considered a violation of the Special Use Permit and subject to enforcement action pursuant to Chapter 165 of the Shenandoah County Code.

Special Conditions – January 23, 2026

1. Building permits must be issued prior to any construction requiring building permits.
2. Any land disturbance greater than 10,000 square feet will require a land disturbance permit issued by the County. Any land disturbance greater than one acre will require a stormwater permit from the Virginia Department of Environmental Quality (VDEQ). In accordance with §165-173(A), large-scale solar facilities shall be limited to 50 acres of disturbance zone per one-mile radius.
3. Prior to the start of operations, the project must comply with applicable VDH standards and requirements.
4. Prior to the start of operations, the project must comply with applicable VDOT standards and requirements.
5. Construction of the project, including land clearing, grading, and/or installation of fencing/racking, shall commence within three years of the date of approval of the Special Use Permit, and complete within two years after that. Failure to meet either deadline shall require an extension granted by the Board of Supervisors in accordance with § 165-106G(3).
6. After the commencement of operation of the project, in accordance with §165-164F, failure to operate the project may result in a requirement to decommission the project. The Zoning Administrator shall provide written notice to the project operator and landowner offering one additional year to allow the Applicant to restore project operation, after which the Zoning Administrator may commence the decommissioning requirement. The decommissioning shall occur within six months of the date of such notice, unless such time period is extended by the Shenandoah County Board of Supervisors.
7. The Applicant shall establish and maintain valid legal access sufficient to enable emergency vehicles to provide services to the solar facility and appurtenant structures, consistent with §165-172K. Lack of access renders the project inoperable, triggering the permit revocation process outlined in Condition #5. Any change to the approved access location shall require County review and may require an administrative amendment to the site plan.
8. Prior to building permit issuance, the applicant shall submit a Screen Buffer Plan to the Zoning Administrator for approval, consistent with §165-170A(6) and §165-172J. The plan shall provide a mix of native deciduous, such as oaks and hickories, and evergreen trees along designated property boundaries, as shown on the approved Conceptual Site Plan, to provide year-round visual screening. Evergreens shall be a minimum of 4 feet tall when planted; deciduous trees shall have a minimum 1-inch caliper or 15 gallons. Tree spacing shall be no further than 15 feet apart unless alternative spacing is recommended by a landscape architect based on species selection or site conditions and approved by the Zoning Administrator. All screen buffer plantings shall be installed prior to commencement of operations, maintained in healthy condition for the life of the facility, and replaced at a 1:1 ratio within one growing season if dead or diseased, unless otherwise waived by the Zoning

Administrator based on overall buffer effectiveness. Replacement trees shall meet original minimum size requirements.

9. Prior to final site plan approval, the Applicant shall submit a Farm Plan, consistent with the definition in §165-169, adapted for a grazing-ready operation. The plan shall include: (i) location and specifications for livestock water management capable of supporting future grazing; (ii) designated animal care area; and (iii) soil and forage management approach coordinated with the approved Pollinator Plan and erosion control requirements. Site preparation and forage establishment shall occur prior to or concurrent with solar installation, consistent with erosion and sediment control requirements. No violation of this Special Use Permit shall occur based on the absence, temporary suspension, or permanent discontinuation of active grazing operations.
10. In accordance with §165-164B, a decommissioning bond shall be posted prior to commencement of construction and maintained thereafter, in an amount based on the approved decommissioning cost estimate and reassessed every two years. Acceptable forms of financial security include surety bond, irrevocable letter of credit, or another instrument approved by the County. Should the Board of Supervisors provide for any alterations to the reassessment schedule or bonding requirements, the Applicant may receive corresponding relief from this condition.



Special Use Permit, #26-01-02

Staff Contact: Brenna Menefee, Zoning Administrator
 Staff Report First Prepared: December 22nd, 2025
 Amended:

This report is prepared by the Shenandoah County Office of Community Development to provide information to the Planning Commission and the Board of Supervisors to assist them in making a decision on this request.

Agenda Date: January 7, 2026
Requested Use: Large-Scale Energy Facility.
Applicant: Old Valley Solar Ranch, LLC
Owner: Matthews Clare Brady And Michael

Consent
Regular
Closed Session
Action
Information
Public Hearing

Introduction: Old Valley Solar Ranch, LLC applied for a Special Use Permit for a Large-Scale Energy Facility on 60.725 acres, more or less, on certain real property zoned A-1 Agriculture, located at Tax Map No. 057 A 282 and 057 A 283.

The Large-Scale Energy Facility will consist of solar panels and related accessory structures.

A Large-Scale Energy Facility is permitted in the A-1 Agriculture zoning district by Special Use Permit only per County Code Article XXII, Section 165-170.

The property was previously utilized as a landfill, and has since been capped and seeded with grass.

Acres: 60.725

Address: 16817 Old Valley Pike

Tax Map Number / Area: 057 A 282 and 057 A 283

Access Easements: No.

Magisterial District: Madison

Electoral District: 3

Zoning: A-1 Agriculture

Use: Woodland & Active Farm

Direction	Zoning	Land Use	Direction	Zoning	Land Use
North	A-1 Agriculture	Public (Landfill)	East	M-1 General Industrial and A-1 Agriculture	Commercial, Industrial, and Active Farm
South	A-1 Agriculture	Woodland and Active Farm	West	A-1 Agriculture	Active Farm

In Vicinity Of:

Administrative Aspects

Town: Town of Edinburg
 Town Growth Area: No.
 Public Service Area: No.
 Settlement Community: No.
 Old Valley Pike Overlay: No.
 Scenic By-Way: No.

Forest Resources

Forested Land: Yes
 Wildlife Core/Corridor: No.

Land Resources

Prime Soil: Yes.
 Virginia Conservation Importance: No.
 Ag & Forestal District: No.

Topographic Resources

Ridgeline Area: No.
 Critical Slopes: No.

Water Resources

Floodplain: No.
 Dam Break Area: No.
 100 Ft Stream Buffer: No.
 Stream: No.
 North Fork: No.
 Wetlands: No.
 Well: No.
 Spring: No.

Historic Resources

Battlefield: No.
 Historic Property: No.
 Designated Viewshed: No.
 Archeological Site: No.

Technological Resources

High Voltage Lines: No.
 Electric Poles Or Lines: No.
 Pipeline: No.

Sinkhole: Yes.

Telecommunication Tower: No.

Past Planning Commission Items: No.

Review Evaluations:

Building Inspection: Building permits must be issued prior to any construction requiring building permits.

Fire Marshal: No comments provided.

Erosion & Sediment (E&S) Control: Due to the size and amount of land disturbance, the "Solar" SUP project will require an engineered ESC/SW plan to be developed. The plan must be submitted to The County as well as DEQ for review and approval before any land disturbance may begin.

VA Department Of Health (VDH): Per review of the site plan, the solar project appears to exclude any construction/development on that portion of tax parcel 057A282 residing on the East side of the railroad track. As such, there should be no impact to the existing sewage system serving the dwelling at 16817 Old Valley Pike (TM 057A282). There are no known sewage system records for TM 057A283.

VA Department Of Transportation (VDOT): Proposed entrance location meets sight distance requirements to install a Low Volume Commercial entrance.

VA Department Of Conservation And Recreation (VDCA): <https://vanhde.org/content/map>

Planning & Zoning: Special Use Permit are reviewed on a case-by-case basis and can be reviewed for their adherence to the Comprehensive Plan.

Direct citation of whether the proposal is in compliance with the Comprehensive Plan:

Goal 9.5: The County will aspire to be carbon neutral.

<p>In support:</p> <p>Move to make a recommendation for approval of Special Use Permit 26-01-02 with conditions 1 through 7 to the Board of Supervisors. This recommendation is based on Shenandoah County’s Comprehensive Plan.</p>	<p>To Table:</p> <p>Move to make a table Special Use Permit 26-01-02 until the next meeting to clarify outstanding items on the impact on the transportation network, water resources, scenic resources, and other outstanding items.</p>	<p>In opposition:</p> <p>Move to make a recommendation for denial of Special Use Permit 26-01-02 to the Board of Supervisors. This recommendation is based on the proposal potential undue impacts on the health, safety, and welfare of the residents and visitors of Shenandoah County due to the foreseen impacts on the transportation network, water resources, and historic resources of the County.</p>
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Special Use Permit 26-01-02

0 500 1,000 2,000 Feet

0 0.15 0.3 0.6 Miles

Context Map



— SUP 26-01-02

Roads

Road Type

- Interstate (1)
- Private (3)
- Secondary (2)
- US Route (1)
- Driveway (11)
- Buildings (37)
- Railroad (1)
- ▣ County Boundary (1)





Future Land Use Map

- Local Agriculture (0)
- Agriculture Protection (1)
- Commercial / Industrial (1)
- Conservation (1)
- Flood Protection Area (1)
- Mixed Use (1)
- Public Space (1)
- Town (0)



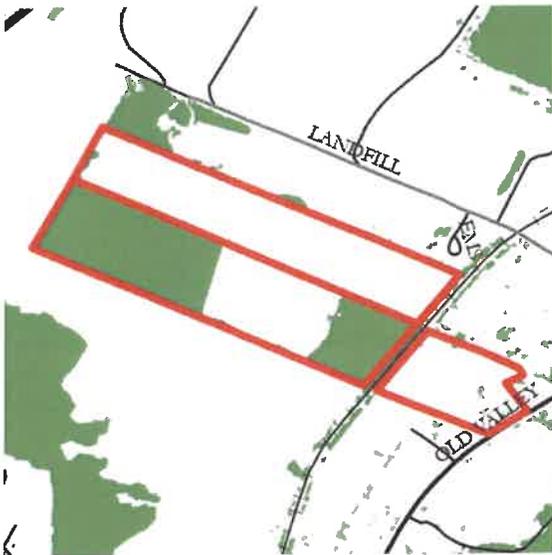
Current Land Use Map

- National Forest
- State Forest
- Park
- Woodland
- Water
- Active Farm
- Public Or Nonprofit
- Mixed Use
- Vacant
- Residential
- Commercial
- Industrial
- Transportation
- Parking



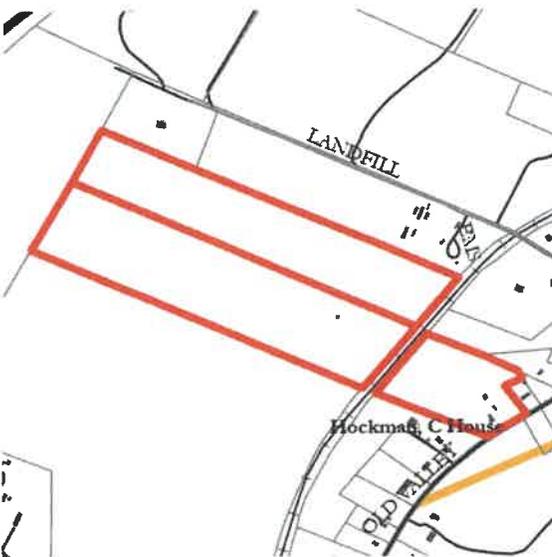
Shenandoah County Zoning

- BZA (0)
- REZ (0)
- SUP (1)
- Shenandoah A-1 (3)
- Shenandoah B-1 (0)
- Shenandoah B-2 (0)
- Shenandoah C-1 (0)
- Shenandoah M-1 (3)
- Shenandoah M-2 (0)
- Shenandoah R-1 (0)
- Shenandoah R-2 (1)
- Shenandoah R-3 (0)



Forest Resources

- Forest Trails (0)
- National Forest (0)
- State Forest (0)
- Wildlife Habitat Cores (0)
- Wildlife Habitat Core Edges (0)
- Wildlife Corridor (0)
- Wildlife Corridor Edge (0)
- Forested Land (1)



Historical, Cultural, And Scenic Resources

- Dinky Railroad
- Scenic Byways
- Former Roadways
- Places Of Importance
- Archaeological Sites
- Battlefield**
- Core_Study**
- Core
- Study
- Historic Locations

Landforms

- Area
- Bend
- Cape
- Cliff
- Gap
- Range
- Ridge
- Slope
- Summit
- Valley
- Cultural Points



Technological Resources

- Telecommunication Towers (1)
- High Voltage Transmission Line (0)
- High Voltage Link (0)
- SVEC Poles (0)
- SVEC Overhead (0)
- SVEC Underground (0)
- Pipeline (0)



Land Resources

— Fault Lines (1)

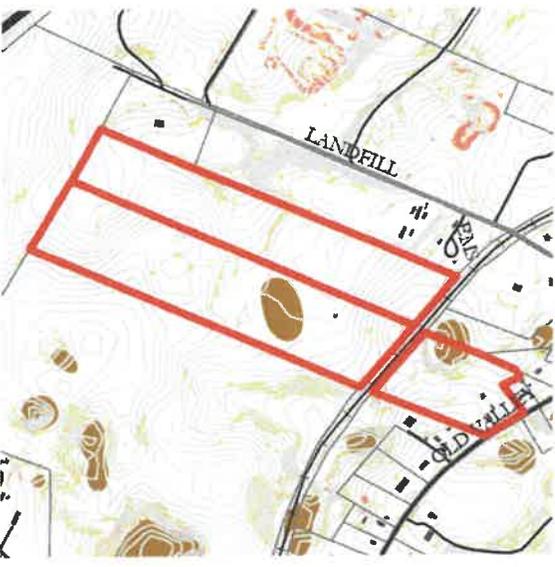
Mineral Resources

- Mineral Resources**
- Bulk Mineable Resources (0)
 - Carbonate Resources (0)
 - Clay and Shale (0)
 - Energy Resources (0)
 - Industrial Minerals (0)
 - Metallic Resources (0)

Prime Soils

Prime Soil Class

- 1 (0)
- 2 (5)
- 3 (8)
- Conservation Easements
- AFD (0)
- Parks (0)



Topographic Resources

- Ridgelines
- Ridgeline Area
- Sinkholes
- Critical Slopes**
- 15-20%
- 20-25%
- 25%+
- Contours



Water Resources

- Water Wells (0)
- Thermal Springs (0)
- Wetlands (4)
- Streams (9)
- Stream Buffers (1)
- 1% Annual Chance - A (0)
- 1% Annual Chance - AE (0)
- 0.2% Annual Chance (0)
- Lake Laura Dam Break Area (0)
- Bird Haven Dam Break Area (0)
- Woodstock Dam Break Area (0)

Code of Virginia

Title 15.2. Counties, Cities and Towns

Subtitle II. Powers of Local Government

Chapter 15. Local Government Personnel, Qualification for Office, Bonds, Dual Office Holding and Certain Local Government Officers

Article 1. General Provisions for Certain Officers and Employees

§ 15.2-1502. Employment of certain deputies and assistants; delegation of powers and duties

A. Local government officers may employ, when duly authorized by the governing body, deputies and assistants to aid them in carrying out their powers and duties. The provisions of this section and § 15.2-1503 shall not be applicable to the constitutional offices of treasurer, commissioner of the revenue, sheriff, attorney for the Commonwealth and clerk of the circuit court.

B. "Deputy" means a person who is appointed to act as a substitute for his principal, in the name of the principal and in his behalf, in matters in which the principal himself may act; such person shall be a public officer. Members of governing bodies may not have or appoint deputies for themselves.

C. "Assistant" means a person who is not a public officer or deputy but who aids or helps a public officer.

D. Subject to the limitations and requirements of the preceding subsections, an officer of a locality may delegate, to a person reporting to him, his powers and duties unless it is some power or duty the exercise of which by another person is expressly forbidden by law or requires the exercise of judgment for the public welfare. However, such delegation shall not act to relieve the officer making such delegation of his legal obligations for the exercise of powers and performance of duties of his office.

Persons employed by virtue of this subsection shall be designated either deputy or assistant and shall take such oath and post such bond as may be required by ordinance.

1978, c. 264, §§ 15.1-19.4, 15.1-19.5; 1997, c. 587.

The chapters of the acts of assembly referenced in the historical citation at the end of this section(s) may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

Evan Vass

From: Brenna Menefee
Sent: Wednesday, January 28, 2026 11:58 AM
To: Evan Vass; Lemuel Hancock
Cc: McKenzie Allen
Subject: Temporary ZA Designation

Evan and Lemuel,

This email serves as formal notice that Brenna Menefee, Zoning Administrator, in consultation with and with the agreement of the Director of Community Development, is designating McKenzie Allen to serve as Interim (or Deputy) Zoning and Subdivision Administrator, effective February 1, 2026.

This designation is intended to ensure continuity of zoning administration during my absence and will remain in effect only until my return, at which time the designation will automatically cease.

This designation is contingent upon the Board of Supervisors' approval of a resolution authorizing the designee's ability to act in this capacity, including the execution of administrative duties and decisions customarily assigned to the Zoning and Subdivision Administrator under the County Code and applicable provisions of the Code of Virginia.

Should the Board approve the resolution, McKenzie Allen will be authorized to perform these duties for the limited duration noted above.

Please let me know if any additional documentation or clarification is needed.

Thank you,

Brenna Menefee, CZA
Community Development
600 N. Main St. Suite 107
Woodstock, VA 22664
540-459-6185

- Perry Engineering shall, within twenty (20) days after the prescribed documents are presented for signature, execute and deliver to the County the contract forms and any other forms or bonds required.
- Within ten (10) days, the County will deliver one fully executed counterpart of the Agreement to Perry Engineering, together with printed and electronic copies of the Contract Documents as required.

BUDGET IMPACT:

Total Project Budget	\$8,000,000
Project Expenditures-to-Date (<i>Engineering</i>)	(\$275,810)
Remaining Project Budget	\$7,724,190

Original Bid Price - <i>Perry Engineering</i>	\$8,344,611
Value Engineering Adjustments	(\$850,308)
Adjusted Bid Price - <i>Perry Engineering</i>	\$7,494,303
5% Contingency	\$374,715
Other Items Separate from Construction Contract (<i>Construction Management, Utilities, Furniture + Fixtures, Information Technology/ Software, Compactors, Containers, etc.</i>)	\$595,000
Revised Project Costs	\$8,464,018
Available Project Funds	\$7,724,190
FY 2026 Supplemental Appropriation Request **	\$739,828

** Note: Of the FY 2026 Supplemental Appropriation request of \$739,828, \$374,715 or 51% represents a 5% contingency on the bid price to cover any unforeseen project expenses thereby enabling project continuity. However, all or a portion of this amount may not be expended. Without the \$374,715, the shortfall is \$365,113.

STAFF CONTACTS:

Mandy R. Belyea, Deputy County Administrator
 Andy Hounshell, Director of Solid Waste Management

ATTACHMENT(S):

- Draft Notice of Award of a Contract to Perry Engineering
- Draft Form of Agreement
- Bidder's Modified Bid Submittal
- Please note that other documents related to this ITB that will encompass the full agreement are available at www.shenandoahcountyny.gov/bids and include the ITB | Project Manual with the various County general and supplemental terms and conditions.

REVIEWED BY:



DATE:

2/6/26

Notice of Award¹

Dated _____

Project: Shenandoah Co. LF CCC & Facility Upgrades	Owner: Shenandoah County, Virginia	Owner's Contract No.: 2025--002
Contract: Citizens' Convenience Center & Facility Upgrades		Engineer's Project No.: 02201010.03
Bidder: Perry Engineering Company, Inc.		
Bidder's Address: 1945 Millwood Pike Winchester, Virginia 22602		

You are notified that your Bid dated November 12, 2025 and modified on January 23, 2026 to reflect budgeted funds for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Citizens' Convenience Center & Facility Upgrades. The Contract Price of your Contract is **\$7,494,303.00 Dollars**.

3 unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically..

Electronic sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within 20 days of the date you receive this Notice of Award.

1. Deliver to the Owner 3 fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security Bonds as specified in the Instructions to Bidders (Article 19).
3. Other conditions precedent:

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

 Shenandoah County, Virginia
 Owner

By: _____
 Authorized Signature

 Title

Copy to Engineer

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**EJCDC
FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT (STIPULATED PRICE)
FUNDING AGENCY EDITION¹**

THIS AGREEMENT is by and between Shenandoah County, Virginia (Owner)
and Perry Engineering Company, Inc. (Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

A new rail site, citizens' convenience center, office building and parking lot, scale house and scales, and maintenance shop will be constructed at 349 Landfill Road for the proposed facility upgrades at the Shenandoah County Landfill.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Construction of the Shenandoah County Landfill Citizens' Convenience Center and Facility Upgrades

ARTICLE 3 - ENGINEER

3.01 The Owner has retained
SCS Engineers
296 Victory Road
Winchester, VA 22602
Attn: Kenneth Armentrout, P.E.

("Engineer"), to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to the Engineer in the.

3.02 The part of the Project that pertains to the Work has been designed by the Engineer.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Contract Times: Days

A. The Work will be substantially complete within 300 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in

accordance with Paragraph 15.06 of the General Conditions within 365 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner \$2,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$2,000 for each day that expires after such time until the Work is completed and ready for final payment.3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5 - CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on on the basis of Contractor's Applications for Payment on or about the 5th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the schedule of values established as provided in the General Conditions or, in the event there is no schedule of values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 90 percent of Work completed (with the balance being retainage); and
 - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment..

6.03 Final Payment

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 Consent of Surety

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 Interest

- A. All amounts not paid when due will bear interest at the rate of 2 percent per annum.

ARTICLE 7 – CONTRACT DOCUMENTS

7.01 Contents

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. Instructions to Bidders
 - 4. General Conditions.
 - 5. Supplementary Conditions
 - 6. Specifications as listed in the table of contents of the project manual.
 - 7. Drawings (not attached but incorporated by reference) consisting of 70 sheets with each sheet bearing the following general title: "Shenandoah County Landfill Citizens' Convenience Center & Facility Upgrades".
 - 8. Addenda (numbers 1 to 2, inclusive).
 - 9. Contractor's bid submittal

ARTICLE 8 –REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Agreement Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda..
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or

adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.(2)

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.7.

Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site Conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 Standard General Conditions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the

Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

DRAFT

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in four copies. One counterpart each has been delivered to Owner, Contractor, and Engineer. All portions of the Contract Documents have been signed, initialed, or identified by Owner and Contractor or identified by Engineer on their behalf.

This Agreement will be effective _____, _____ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

Shenandoah County, Virginia

Perry Engineering Company, Inc.

By: _____

By: _____

Title: _____

Title: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: _____

Attest: _____

Title: _____

Title: _____

Designated Representatives:

Designated Representatives:

Name: _____

Name: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

349 Landfill Road

Edinburg, VA 22664

Phone: (540) 984-8573 FAX: _____

Phone: _____ FAX: _____

Email: _____

Email: _____

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

License No.: _____
(Where applicable)

Agent for service or process: _____

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

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BID FORM
Shenandoah County Landfill
Citizens' Convenience Center & Facility
Upgrades 02201010.03

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Mandy R. Belyea, Deputy County Administrator
600 North Main Street, Suite 102
Woodstock, Virginia 22664
mbelyea@shenandoahcountyva.us
www.shenandoahcountyva.gov

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
- E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids; and
- F. Required Bidder Qualification Statement with supporting data.

**Adjusted with VE Confirmation Memorandum dated January 16, 2026
and Project Components received January 22, 2026**

SHENANDOAH COUNTY LANDFILL
CITIZENS' CONVENIENCE CENTER & FACILITY UPGRADES

ARTICLE 3 – BASIS OF BID—LUMP SUM BID

3.01 Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s):

Item No.	Description	Estimated Quantity	Unit	Bid Price	
1.	Mobilization/Demobilization	1	LS	\$ 269,860.00	
2.	Erosion and Sediment Control	1	LS	\$ 260,539.00	
3.	Clearing and Grubbing	1	LS	\$ 142,356.00	
4.	Construction of Citizens' Convenience Center	1	LS	\$ 2,024,866.00	
5.	Construction of Office and Office Parking Lot	1	LS	\$ 997,035.00	
6.	Construction of Scale house	1	LS	\$ 1,211,548.00	
7.	Construction of Entrance Road	1	LS	\$ 227,135.00	
8.	Construction of Maintenance Building and Parking Lot	1	LS	\$ 1,366,576.00	
9.	Construction of Recycling Drop-Off and Recycling Storage	1	LS	\$ 803,547.00	
10.	Construction of Stormwater Basin	1	LS	\$ 190,841.00	
TOTAL				\$7,494,303.00	(use numbers)
TOTAL BASE BID					(use words)
					(\$)
Seven million four hundred ninety-four thousand three hundred three dollars and no cents					
Contingency Items: Unit Price					
11.	Rock Removal and Blasting	N/A	CY	\$ 100.00	

ARTICLE 4 – TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5 – BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

- 5.01 Bid Acceptance Period
 - A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 5.02 Instructions to Bidders
 - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 5.03 Receipt of Addenda
 - A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	September 25, 2025
2	October 8, 2025
3	October 22, 2025
4	October 31, 2025

- B. If any party contemplating the submission of a bid on the ITB is in doubt as to the meaning of any part of the plans, specifications or other documents, he should submit a written request for an interpretation thereof to the County. Typically, an interpretation of the contract specifications will be made by addendum duly issued to each party receiving the ITB. Addenda will be available at the County offices for review by any interested party. **THE COUNTY SHALL NOT BE RESPONSIBLE FOR EXPLANATIONS OR INTERPRETATIONS OF CONTRACT SPECIFICATIONS, EXCEPT AS ISSUED BY ADDENDUM.**
- C. Any changes to the ITB or contract specifications shall be in the form of a written addendum from the County which shall be signed by the County Administrator or any duly authorized representative.
- D. To the extent practicable, all addenda will be issued no later than four calendar days prior to the date set for the receipt of bids except an addendum extending the date for the receipt of bids or an addendum withdrawing the ITB.
- E. Each bidder shall be responsible for determining that all addenda issued by the County for the ITB have been received before submitting a bid for the work.
- F. Each bidder should acknowledge the receipt of each addendum in his bid.
- G. Unless otherwise instructed by a potential bidder, the County will issue addenda by email, wherever practicable. If the County does not know a potential bidder’s email address, or if email transmission is impracticable, the County may use any other method of delivery reasonably calculated to result in timely delivery to potential bidders.

ARTICLE 6 – BIDDER'S REPRESENTATIONS AND CERTIFICATIONS 6.01

Bidder's Representations

A. In submitting this Bid, Bidder represents the following:

1. Each bidder, by submitting a bid in response to the ITB, represents that the bidder has read, examined, carefully studied, and understands the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
12. The failure or omission of any bidder to receive or examine any form, instrument, addendum or other documents, or to acquaint himself with conditions existing at the site, shall in no way relieve any bidder from any obligations with respect to his bid or to the contract.

ARTICLE 7 – DEFINED TERMS

7.01 The Bidder certifies the following:

4/21/2025

BID FORM
SECTION 00410 - 4

**SHENANDOAH COUNTY LANDFILL
CITIZENS' CONVENIENCE CENTER & FACILITY UPGRADES**

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 6.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

SUBMITTED on January 23, 2026,
State Contractor License No. 2701004430

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Partnership

Partnership Name: _____

By: _____ (SEAL)
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

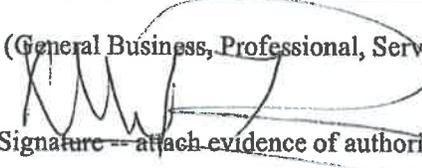
Phone No.: _____ FAX No.: _____

A Corporation

Corporation Name: Perry Engineering Company, Inc. (SEAL)

State of Incorporation: Virginia

Type (General Business, Professional, Service, Limited Liability): General Business

By: 
(Signature -- attach evidence of authority to sign)

Name (typed or printed): William Michael Perry

Title: President

Attest 
(Signature of Corporate Secretary)

Business address: 1945 Millwood Pike
Winchester, VA 22602

Phone No.: 540-974-3143 FAX No.: 540-722-2505

Date of Qualification to do business is May 31, 1954

A Joint Venture

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ FAX No.: _____

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ FAX No.: _____

Phone and FAX Number, and Address for receipt of official communications:

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

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Exhibit “A”

**Shenandoah County Landfill
Citizens’ Convenience Center
Value Engineering Modifications**

Bid Item 2 – Erosion and Sediment Control

- a. Replace articulated concrete (fleximat) with rip rap and geotextile (2.20’ depth)

Bid Item 4 – Construction of Citizen’s Convenience Center

- a. Delete all 40 cy containers
- b. Replace concrete sidewalk along retaining wall with asphalt and shorten metal drop area to corner of retaining wall.
- c. Replace asphalt with stone on container side of retaining wall west side of new convenience center.
- d. Reduce concrete limits on container side of retaining wall east and west side of new convenience center, pad for container reduce to approximately 10 ft wide.
- e. Remove all fence around new convenience center.
- f. Delete 2” IM-19 asphalt course.
- g. Removal of new service – sheet E7 #2 Equipment Schedule
- h. Addition of conduit from lamp post to Electronics building with handhole

Bid Item 5 – Construction of Office and Office Parking Lot

- a. Remove backup generator, transfer switch and load bank
- b. Replace ridged pipe to PVC and EMT as long as it meets building code
- c. Replace all NEMA 4X to NEMA 3R
- d. Delete 2” IM-19 asphalt course
- e. Remove allowance for building veneer
- f. Replace 3 ea custom 3080 insulated man doors with 3 ea standard 3070 insulated man doors. All remaining hardware and door properties remain equivalent.
- g. Steel and electrical material increases

Bid Item 8 – Construction of Maintenance Building and Parking Lot

- a. Steel and electrical material increases

Exhibit "A"

Bid Item 8 – Construction of Maintenance Building and Parking Lot

- a. Remove lean to on new maintenance shop and replace with 6" stone on geotextile.
- b. Reduce size of parking lot around maintenance shop. Contractor will rough grade the removed portion of the parking lot and provide positive drainage. In addition, culvert E19-E20, the associated swales and outlet protection shall be installed. Block heaters and light pole will be removed from the project scope.
- c. Delete the 2 ea 5'4" wide x 40' steel floor plates at the maintenance shop.
- d. Replace 4 ea custom 3080 insulated man doors with 4 ea standard 3070 insulated man doors. All remaining hardware and door properties remain equivalent.
- e. Replace ridged pipe to PVC and EMT as long as it meets building code
- f. Replace all NEMA 4X to NEMA 3R
- g. Remove electrical fit-out. Contractor to provide panel and four overhead lights in building.
- h. Remove building fit-out. Contractor to include all sub-slab rough-in piping for water, sewer, electric and fiber. Septic system to be installed and water service brought to the maintenance shop. Frost free hydrants shall be installed and made operational.
- i. Steel and electrical material increases
- j. Remove allowance for building veneer
- k. Delete 1' roof overhang with soffit.
- l. Change roof pitch to 2/12 pitch.
- m. Remove waste oil heaters

Bid Item 9 – Construction of Recycling Drop-off and Recycling Storage

- a. Steel material increase
- b. Delete 2" IM-19 asphalt course
- c. Removal of starter motors for all compactors – sheet E13 New Equipment Schedule 19 and 20

	NEW TOTAL	ORIGINAL BID	VE ITEMS
1. MOBILIZATION/DEMOBILIZATION	\$ 269,860.00	\$ 286,860.00	
2. EROSION AND SEDIMENT CONTROL FLEXIMAT ALTERNATE	\$ 260,539.00	\$ 275,397.00	\$ (14,858.00)
3. CLEARING AND GRUBBING	\$ 142,356.00	\$ 125,356.00	
4. CITIZEN'S CONVENIENCE CENTER	\$ 2,024,866.00	\$ 2,352,320.00	
DELETE CONTAINERS			\$ (97,063.00)
DELETE SIDEWALK			\$ (8,095.00)
DELETE ASPHALT AT TRUCK AREA			\$ (61,429.00)
REDUCE CONC LIMITS			\$ (53,698.00)
DELETE FENCE			\$ (15,750.00)
DELETE 2" IM-19 OFF PAVEMENT SECTION			\$ (92,841.71)
REMOVE NEW SERVICE			\$ (2,000.00)
ADD CONDUIT			\$ 3,423.00
5. OFFICE AND OFFICE PARKING LOT	\$ 997,035.00	\$ 1,095,270.00	
DELETE GENERATOR			\$ (54,505.00)
CHANGE CONDUIT			\$ (10,500.00)
CHANGE NEMA TO 3X			\$ (8,400.00)
DELETE 2" IM-19 OFF PAVEMENT SECTION			\$ (13,200.00)
STEEL MATERIAL INCREASES			\$ 5,770.00
ELECTRICAL MATERIAL INCREASES			\$ 1,500.00
DELETE VENEER ALLOWANCE			\$ (15,000.00)
CHANGE DOOR SIZE - 3 EA			\$ (3,900.00)
6. SCALE HOUSE	\$ 1,211,548.00	\$ 1,204,528.00	
STEEL MATERIAL INCREASES			\$ 5,770.00
ELECTRICAL MATERIAL INCREASES			\$ 1,250.00
7. ENTRANCE ROAD	\$ 227,135.00	\$ 227,135.00	

8. MAINTENANCE BLDG & PARKING LOT	\$	1,366,576.00	\$	1,751,030.00	
DELETE LEAN TO					\$ (50,315.00)
REDUCE LOT & DELETE HEATERS					\$ (42,541.00)
DELETE FLOOR PLATES					\$ (13,362.00)
CHANGE DOORS					\$ (5,200.00)
CHANGE CONDUIT					\$ (24,500.00)
CHANGE NEMA TO 3X					\$ (19,600.00)
DELETE ELECTRIC FIT OUT - WE WILL INSTALL MINIMUM FOR LIGHTING (4 OVERHEAD) AND POWER TO OVERHEAD DOORS					\$ (28,088.00)
DELETE FIT OUT OF BUILDING - WE WILL INSTALL FLOOR & UNDERSLAB PLUMBING					\$ (173,965.00)
CHANGE ROOF SLOPE TO 2:12 PITCH					\$ (5,620.00)
STEEL MATERIAL INCREASES					\$ 15,867.00
ELECTRICAL MATERIAL INCREASES					\$ 2,250.00
DELETE VENEER ALLOWANCE					\$ (30,000.00)
DELETE SOFFIT					\$ (9,380.00)
9. RECYCLING DROP OFF & STORAGE BLDG ADDITION	\$	803,547.00	\$	835,874.00	
STEEL MATERIAL INCREASES					\$ 1,443.00
DELETE 2" IM-19 OFF PAVEMENT SECTION					\$ (31,770.00)
DELETE STARTER MOTORS					\$ (2,000.00)
10. STORM WATER BASIN	\$	190,841.00	\$	190,841.00	
TOTAL	\$	7,494,303.00	\$	7,510,149.90	